

MENU OF CONDITIONS
FOR DRAFT APPROVAL
Mattamy (Mer Bleue 2) Ltd.
Mattamy's Summerside Phases 4, 5 & 6 – 2564 Tenth Line Road

DRAFT APPROVED 29/05/2019

INDEX

General.....	3
Landowners Agreement.....	5
Zoning	5
Roadway Modifications	5
Highways/Roads	6
Public Transit	9
Geotechnical	10
Pathways, Sidewalks, Walkways, Fencing, and Noise Barriers	13
Landscaping/Streetscaping.....	16
Tree Conservation.....	18
Gateway Features	19
Parks	19
Environmental Constraints.....	27
Record of Site Condition / Contaminated Soil.....	32
Schools.....	32
Archaeology	33
Stormwater Management.....	33
Sanitary Services	39
Water Services	40
Serviced Lands	42
Unserviced Lands	Error! Bookmark not defined.
Utilities.....	42
Fire Services	45
Noise Attenuation	46
Land Transfers	48
Blasting.....	50
Development Charges By-law	51
Survey Requirements.....	52
Closing Conditions	53

The City of Ottawa's conditions applying to the draft approval of 2447591 Ontario Inc., 2564 Tenth Line Road (File No. D07-16-17-0028), are as follows:

	<p>This approval applies to the draft plan certified by C.M. Fox, Ontario Land Surveyor, dated November 1, 2018, showing 394 Residential Lots, 26 streets, 64 residential blocks, 7 pathway blocks, 1 access block, 1 commercial block, 16 future development blocks, 3 park blocks, 5 30cm reserves, 2 creek corridor blocks, 1 stormwater management block, 1 road widening blocks, and 1 school block.</p> <p>This approval applies to the approved conceptual plans and reports in support of the draft plan as follows (list plans, reports and studies associated with the draft approval):</p> <ol style="list-style-type: none"> 1) 2564 Tenth Line Road, Mer Bleue Urban Expansion (Area 11): Tree Conservation Report and Environmental Impact Statement - Updated, prepared by Muncaster Environmental Planning Inc., dated May 22, 2018 2) Roadway Traffic Noise Feasibility Assessment: Summerside West Subdivision Phase 4-6, Report GWE17-163 – Traffic Noise Feasibility, prepared by Gradient Wind Engineering Inc., dated November 6, 2017 3) 2564 Tenth Line Road, Summerside West: McKinnon's Creek Corridor Update, dated August 3, 2018, prepared by Muncaster Environmental Planning Inc., 4) Phase 1 – Environmental Site Assessment: Summerside West – 2564 Tenth Line Road, prepared by Paterson Group Inc., dated February 10, 2017, Report PE3969-1 5) Geotechnical Investigation, Proposed Residential Development, Summerside West – Phases 4, 5 and 6, Tenth Line Road – Ottawa, prepared by Paterson Group, dated August 8, 2018 (Revision 1) 6) Geotechnical Memo, PG4049-Memo.13, prepared by Paterson Group Inc., dated November 26, 2018. 7) Geotechnical Memo, PG4049-Memo.10, Revision 2 prepared by Paterson Group Inc. dated November 26, 2018 8) Terms of Reference for McKinnon's Creek Alteration & Restoration Project, Project # P1658(p), prepared by JFSA: 	
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		The Owner agrees, by entering into a Subdivision Agreement, to satisfy all terms, conditions and obligations, financial and otherwise, of the City of Ottawa, at the Owner’s sole expense, all to the satisfaction of the City.	<u>Clearing Agency</u> ⁱ
		<u>General</u>	
1.	G1	Prior to the issuance of a Commence Work Notification, the Owner shall obtain such permits as may be required from Municipal or Provincial authorities and shall file copies thereof with the General Manager, Planning, Infrastructure and Economic Development Department.	OTTAWA Planning
2.	G2	<p>Prior to commencing construction, the Owner shall enter into a subdivision agreement with the City. The subdivision agreement shall, among other matters, require that the Owner post securities in a format approved by the City Solicitor, in an amount of 100% of the estimated cost of all works, save and except non-municipal buildings.</p> <p>The aforementioned security for site works shall be for works on both private and public property and shall include, but not be limited to, lot grading and drainage, landscaping and driveways, roads and road works, road drainage, underground infrastructure and services (storm, sanitary, watermains), streetlights, stormwater management works and park works.</p> <p>The amount secured by the City shall be determined by the General Manager, Planning, Infrastructure and Economic Development Department, based on current City tender costs, which costs shall be reviewed and adjusted annually. Securities for on-site works may be at a</p>	OTTAWA Planning

		<p>reduced rate (i.e. 50%), subject to the approval of the General Manager, Planning, Infrastructure and Economic Development Department.</p> <p>Engineering, Inspection and Review fees will be collected based on the estimated cost of the works and a 4% park review and inspection fee as noted herein and in accordance with the City's Planning Fees By-laws, as amended.</p>	
3.	G3	The Owner acknowledges and agrees that any residential blocks for street-oriented dwelling units on the final Plan shall be configured to ensure that there will be no more than 25 units per block.	OTTAWA Planning
4.	G4	<p>The Owner acknowledges and agrees that any person who, prior to the draft plan approval, entered into a purchase and sale agreement with respect to lots or blocks created by this Subdivision, shall be permitted to withdraw from such agreement without penalty and with full refund of any deposit paid, up until the acknowledgement noted above has been executed.</p> <p>The Owner agrees to provide to the General Manager, Planning, Infrastructure and Economic Development Department an acknowledgement from those purchasers who signed a purchase and sale agreement before this Subdivision was draft approved, that the Subdivision had not received draft approval by the City. The Owner agrees that the purchase and sale agreements signed prior to draft approval shall be amended to contain a clause to notify purchasers of this fact, and to include any special warning clauses, such as but not limited to Noise Warnings and easements.</p>	OTTAWA Legal
5.	G5	All prospective purchasers shall be informed through a clause in the agreements of purchase and sale of the presence of lightweight fill on the lands, and that the presence of such lightweight fill may result in specific restrictions on landscaping, pools, additions, decks and fencing	OTTAWA Legal
6.	G6	The Owner, or his agents, shall not commence or permit the commencement of any site related works until such time as a pre-construction meeting has been held with Planning, Infrastructure and Economic Development Department staff and until the City issues a Commence Work Notification.	OTTAWA Planning
7.	NEW	The Owner agrees that if through detailed design it is determined that a deviation, as is defined within the Mer Bleue Urban Expansion Area 10 Master Servicing Study, and from the Mer Bleue Urban Expansion Area 10 Master Servicing Study (MSS) is required, the Owner shall update the aforementioned MSS to the satisfaction of the City of Ottawa, South Nation Conservation, and the Ownership Group.	OTTAWA Planning

	NEW	DELETED	OTTAWA Planning
	NEW	DELETED	OTTAWA Planning
		<u>Landowners Agreement</u>	
		<u>Zoning</u>	
8.	Z1	The Owner agrees that prior to registration of each phase within the Plan of Subdivision, the Owner shall ensure that the phase shall conform with a Zoning By-law approved under the requirements of the <i>Planning Act</i> , with all possibility of appeal to the Local Planning Appeal Tribunal exhausted.	OTTAWA Planning
9.	Z2	The Owner undertakes and agrees that prior to the registration of each phase of the Plan of Subdivision, the Owner shall deliver to the City a certificate executed by an Ontario Land Surveyor showing that the area and frontage of all lots and blocks within the Subdivision are in accordance with the applicable Zoning By-law.	OTTAWA Planning
10.	NEW	The Owner agrees that prior to registration of Phases 5 and 6, a Zoning Amendment will have been approved, with all level of appeals exhausted, for all the residentially-zoned lands to include a small “-c” zoning, as directed in the CDP.	OTTAWA Planning
		<u>Roadway Modifications</u>	
11.1 3 .	RM1	The Owner shall pay all expenses associated with all works related to roadway modifications, and shall provide financial security in the amount of 100% of the cost of implementing the required works.	OTTAWA Planning
12.	RM2	The Owner agrees to provide a Development Information Form and Geometric Plan indicating: <ul style="list-style-type: none"> a) Road Signage and Pavement Marking for the subdivision; b) Intersection control measure at new internal intersections; and c) location of depressed curbs and TWSIs; <p>prior to the earlier of registration of the Agreement or early servicing. Such form and plan shall be to the satisfaction of the General Manager, Planning, Infrastructure and Economic Development Department.</p>	OTTAWA Planning Transpo Plg
	RM3	[DELETED]	OTTAWA Planning Transpo Plg

	RM4	[DELETED]	OTTAWA Planning Transpo Plg
	RM5	[DELETED]	OTTAWA Planning
	RM6	[DELETED]	OTTAWA Planning
13.	RM7	<p>[Traffic calming] The Owner acknowledges and agrees to implement traffic calming measures on roads within the limits of their subdivision to limit vehicular speed and improve pedestrian safety. The Owner further acknowledges and agrees that the detailed design for new roads will include the recommendation(s) from the required supporting transportation studies.</p> <p>The Owner agrees that traffic calming measures shall reference best management practices from the Canadian Guide to Neighbourhood Traffic Calming, published by the Transportation Association of Canada, and/or Ontario Traffic Manual. These measures may include either vertical or horizontal features (such measures shall not interfere with stormwater management and overland flow routing), including but not limited to:</p> <ul style="list-style-type: none"> • intersection or mid block narrowings, chicanes, medians; • speed humps, speed tables, raised intersections, raised pedestrian crossings; • road surface alterations (for example, use of pavers or other alternate materials, provided these are consistent with the City's Official Plan polices related to Design Priority Areas); • pavement markings/signage; and • temporary/seasonal installations such as flexi posts or removable bollards. 	OTTAWA Planning
14.	NEW	The Owner acknowledges and agrees to implement a pedestrian crossover (Type A, B, C or D) in accordance with the recommendations of the approved transportation impact assessment study prior to the registration.	OTTAWA Planning
		<u>Highways/Roads</u>	
15.	HR1	The Owner acknowledges and agrees that all supporting transportation studies and design of all roads and intersections shall be to the satisfaction of the General Manager, Planning, Infrastructure and Economic Development Department.	OTTAWA Planning

16.	HR2	The Owner shall retain a licensed or registered professional with expertise in the field of transportation planning and/or traffic operations to prepare a Transportation Impact Assessment. The study shall comply with the City of Ottawa's Transportation Impact Assessment Guidelines. The Owner agrees to revise the Draft Plan in accordance with the recommendations of the study.	OTTAWA Planning
17.	HR3	The Owner shall provide for temporary turnarounds for all streets terminating at the edge of any phase of development, prior to registration of the Plan. The Owner agrees that it will convey to the City at no cost any temporary easements that may be required in order to establish the temporary turnarounds. For any portion of the temporary turn-around easements that do not form part of the permanent road allowance, the easements shall be released at the expense of the Owner when the easements are no longer required by the City.	OTTAWA Planning
18.	HR4	The Owner shall convey to the City, at no cost to the City, an unencumbered road widening along Mer Bleue and Tenth Line Roads, adjacent to the subdivision lands, in accordance with the Official Plan. The required widening shall be illustrated on the Draft M-Plan and Final Plan of Subdivision as a dimension from the existing centerline of the public highway to the required widened limit. If it is determined that a widening is not required, the Owner's Surveyor shall illustrate the distance from the existing centerline of the Public Highway to the existing road limit on the Draft M-Plan and the Final Plan of Subdivision. All of which will be to the satisfaction of the City Surveyor.	OTTAWA Planning Surveys
19.	HR5	Any dead ends and/or open spaces of road allowances created by this plan of subdivision may be terminated in 0.3 metre reserves. The Owner shall place 0.3 metre reserves on the following locations: <ul style="list-style-type: none"> • Intersection of Street 3 and Street 4 • Along width of Street 3, west of Street 5, where Block 497 begins • Intersection of Block 497 and Street 6 • Intersection of Block 497 and Street 7 • East end of Street 10 • Intersection of Block 497 and Street 13 • South end of Street 14 • East end of Street 15 • East end of Street 16 • Intersection of Block 497 and Jerome-Jodoin Drive 	OTTAWA Planning Legal
20.	NEW	Temporary Turning Circle The Owner covenants and agrees that it shall construct a temporary turning circle at the south end of Jerome-Jodoin Drive. The Owner agrees, at no cost to the City, to prepare a reference plan delineating the said turning circle with a 30 cm reserve around its perimeter.	OTTAWA Planning Legal

		The Owner shall, and at the Owner's expense, grant an easement to the City for the temporary turning circle prior to the registration of Phase 5. This shall be to the satisfaction of the General Manager, Planning, Infrastructure and Economic Development.	
21.	NEW	Reserve Block X The Owner acknowledges and agrees that a 30cm reserve shall be lifted when Jerome-Jodoin Drive is completed and intersects with a fully opened and constructed public road, on the lands currently shown as Block 497 (Street 3's extension), and all other servicing is completed. Both Street 3's extension (an opened or registered public road within lands currently shown as Block 497) and Jerome-Jodoin Drive extension shall be constructed to City Standards. This shall be to the satisfaction of the General Manager, Planning, Infrastructure and Economic Development.	OTTAWA Planning Legal
22.	HR6	The Owner shall provide site triangles at all intersections, as per the approved Draft Plan of Subdivision.	OTTAWA Planning Legal
23.	HR7	The Owner shall provide a 0.3-metre reserve adjacent to the widened limit of <i>Tenth Line Road</i> and shall have it indicated on the plan submitted for registration. The Owner, at the Owner's expense, shall convey the 0.3 metre reserve to the City, and at no cost to the City. The Owner agrees that a 0.3-metre reserve(s) shall not be placed along the proposed intersection of Sweetvalley Drive and Tenth Line Road.	OTTAWA Planning Legal
	HR8	[DELETED]	OTTAWA Planning
24.	HR9	The Owner agrees to provide a construction traffic management plan for the subdivision prior to the early servicing or registration of each phase. Such plan shall be to the satisfaction of the General Manager, Planning, Infrastructure and Economic Development Department.	OTTAWA Planning
	HR10	[DELETED]	OTTAWA Planning
25.	HR11	All streets shall be named to the satisfaction of the Director of Building Code Services and in accordance with the Municipal Addressing By-law or the Private Roadways By-law as applicable.	OTTAWA Planning BCS
26.	HR12	Where land has been dedicated for road widening purposes as part of the planning process, where the Owner receives no financial compensation or in-kind consideration in exchange for the widening, and where the City deems that the land is no longer required for that purpose, the lands may be conveyed back to the original Owner, or its successor in title, for \$1.00. The Owner shall be responsible for all costs to complete said conveyance, including administrative fees.	OTTAWA Planning

	HR13	DELETED	OTTAWA Planning
	HR14	DELETED	OTTAWA Planning Legal
27.	HR15	The Owner acknowledges that the construction of buildings may be restricted on certain lots and/or blocks until such time as road connections are made so that snow plow turning and garbage collection can be implemented.	OTTAWA Planning
28.	NEW	The Owner acknowledges and agrees that Street 3 will be registered as a public highway for the portion that meets the 24-metre width. The Owner acknowledges and agrees that the balance of Street 3, known as Block 497, that does not meet the 24-metre width at time of registration, shall be identified and registered as a Block on the 4M-Plan. This block shall be opened and dedicated as a public right of way, with 2.0-metre sidewalks on both sides, once the balance of the 24-metre width is obtained from the landowner south of the subdivision lands. The opening and dedicating of the balance of this right of way shall be at the expense of the Owner. This shall be to the satisfaction of the General Manager, Planning, Infrastructure and Economic Development Department.	OTTAWA Planning
		<u>Public Transit</u>	
29.	PT1	The Owner shall design and construct, at its expense, Street 3 and Street 3's extension (Block 497), Jerome Jodoin Drive and Sweetvalley Drive, which have been identified as transit service routes, to Transportation Association of Canada standards, including right-of-way width, horizontal and vertical geometry. The Owner shall design and construct, at its expense, the determined locations for transit passenger standing areas and shelter pads, to the specifications of the General Manager, Planning, Infrastructure and Economic Development Department. The locations for transit passenger standing areas and shelter pads are: <ul style="list-style-type: none"> • <i>Intersection of Streets 10 and promenade Jerome-Jodoin Drive</i> • <i>Intersection of promenade Jerome-Jodoin Drive and Street 3's extension (Block 497), east side</i> • <i>North Intersection of Sweetvalley Drive and Street 17</i> 	OTTAWA Planning Transit
30.	PT2	The Owner shall ensure that the staging of the Subdivision, including the construction of dwellings, roadways, walkways, and paved passenger standing areas, or shelter pads, shall occur in a sequence that permits	OTTAWA Transit

		the operation of an efficient, high quality transit service at all stages of development.	
31.	PT3	The Owner shall orient dwellings and vehicular accesses in the vicinity of bus stops in such a manner as to avoid traffic conflicts and visual intrusion. Prior to the earlier of early servicing or registration, the Owner shall submit plans to Planning, Infrastructure and Economic Development Department for approval indicating the orientation of all dwellings and private accesses in the vicinity of all bus stop locations.	OTTAWA Planning Transit
32.	PT4	The Owner shall inform all prospective purchasers, through a clause in all agreements of Purchase and Sale and indicate on all plans used for marketing purposes, those streets identified for potential transit services, the location of the bus stops, paved passenger standing areas, or shelters pads and shelters, any of which may be located in front of or adjacent to the purchaser's lot at any time.	OTTAWA Transit
33.	PT5	The Owner agrees to implement a Transit Service Strategy in accordance with the Official Plan. The Owner, together with the City, will determine the method and means by which the developments, as well as adjacent areas, can be efficiently and effectively serviced by transit. The Owner shall enter into an agreement with the Transit Services Branch, prior to the registration of the subdivision, to outline the provision of interim bus service. Said agreement shall include, but not be limited to, the following: establishment of routes and stops and levels of service and provision and maintenance of stops and turnarounds. The agreement may include: funding and cost-sharing arrangements and timing and triggers for the transfer of responsibility to City.	OTTAWA Transit
	PT6	[DELETED]	OTTAWA Planning Transit
34.	PT7/new	The owner shall provide a temporary turn-around for designated transit promenade Jerome Jodoin Drive at the end of any phase of development, prior to registration, to the satisfaction of the City to accommodate interim transit routing.	OTTAWA Planning Transit
		<u>Geotechnical</u>	
35.	GT1	Where applicable, the Owner covenants and agrees that the following clause shall be incorporated into all agreements of purchase and sale for Lots (insert lots numbers), and registered separately against the title:	OTTAWA Planning

		<p>“The Owner acknowledges that special soils conditions exist on this lot which will require:</p> <ul style="list-style-type: none"> (a) a geotechnical engineer licensed in the Province of Ontario to approve any proposal or design for a swimming pool installation or other proposal requiring an additional building permit on this lot prior to applying for a pool enclosure permit or installing the pool; and (b) the Owner to submit a copy of the geotechnical engineer’s or geoscientists report to the General Manager, Planning, Infrastructure and Economic Development Department at the time of the application for the pool enclosure or additional building permit. <p>The Owner also acknowledges that said engineer or geoscientist will be required to certify that the construction has been completed in accordance with his/her recommendation and that a copy of the certification or report will be submitted to the General Manager, Planning, Infrastructure and Economic Development Department.</p>	
36.	GT2	<p>The Owner shall submit a geotechnical report prepared in accordance with the City’s Geotechnical Investigation and Reporting Guidelines and/or Slope Stability Guidelines for Development Applications by a geotechnical engineer or geoscientist, licensed in the Province of Ontario, containing detailed information on applicable geotechnical matters and recommendations to the satisfaction of the General Manager, Planning, Infrastructure and Economic Development which include, but are not limited to:</p> <ul style="list-style-type: none"> a) existing sub-surface soils, groundwater conditions; b) slope stability (including an assessment during seismic loading) and erosion protection, in addition to any building construction requirements adjacent to unstable slope; c) clearly indicate orientation of any cross-sections used in slope stability analysis and location of center of the slip circle; d) grade raise restrictions on the site and, if appropriate, the impacts this will have on the slope stability; e) design and construction of underground services to the building, including differential settlement near any buildings or structures; f) design and construction of roadway, fire routes and parking lots; g) design and construction of retaining walls and/or slope protection; h) design and construction of engineered fill; i) design and construction of building foundations; j) site dewatering; k) design and construction of swimming pools; l) design and construction of park blocks for its intended uses; and m) in areas of sensitive marine clay soils: 	OTTAWA Planning

37.	GT3 revised	<p>[Sensitive marine clay soils]</p> <p>a) The Owner agrees to any restrictions to landscaping, in particular the type and size of trees and the proximity of these to structures/buildings due to the presence of sensitive marine clay soils, as per the City’s Tree Planting in Sensitive Marine Clay Soils – 2017 Guidelines.</p> <p>b) The Owner agrees to provide the following tests, data, and information prior to zoning approval, in order to determine the sensitivity of the clay soils and how it will impact street tree planting and potentially front yard setbacks:</p> <ul style="list-style-type: none"> i. Shear Vane analysis including remolded values per ASTM D2573. ii. Atterberg Limit testing per ASTM D4318; With the following data clearly identified, Natural water content (W), Plastic Limit (PL), Plasticity Index (PI), Liquidity Index (LI), and Activity (A). iii. Shrinkage Limit testing per ASTM D4943 with Shrinkage Limit (SL). iv. A separate section within the geotechnical report on sensitive marine clay soils, which will include a signed letter and corresponding map that confirms the locations of low, medium or high sensitivity clay soils, as determined by the above tests and data. v. The report identifies that foundation walls are to be reinforced at least nominally, with a minimum of two upper and two lower 15M (rebar size) bars in the foundation wall. <p>c) In locations where all six conditions in the Tree Planting in Sensitive Marine Clay Soils – 2017 Guidelines cannot be met (e.g. if soils are generally >40% plasticity) the 2005 Clay Soils Policy will apply, meaning only small, low-water demand trees can be planted at a minimum separation distance of 7.5m from a building foundation.</p> <p>In these cases, the Zoning By-law will be used to ensure sufficient front yard setbacks to accommodate street trees in the right-of-way. For example, if street trees are planted in the right-of-way at a distance of 2m from the front lot line, then the minimum front yard setback would be 5.5m (7.5m – 2m).</p> <p>d) Or other measures (i.e. pilot project subject to the satisfaction of the General Manager, Planning, Infrastructure and Economic Development</p>	OTTAWA Planning
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		In all cases, the Zoning By-law will be used to ensure sufficient front yard setbacks to accommodate street trees in the right-of-way. This Zoning By-law amendment shall reflect one of the above applicable measures and shall be approved, with all levels of appeal exhausted, prior to the registration of each respective phase. For example, if the 2005 Clay Soils policy applies, and street trees are planted in the right-of-way at a distance of 2m from the front lot line, then the minimum front yard setback would be 5.5m (7.5m – 2m).	
38.	GT4	In areas of sensitive marine clay, the Owner agrees that, prior to registration, to prepare an information package for homeowners regarding tree planting and watering, in accordance with the supporting geotechnical report. This information must be approved by Forestry Services prior to circulation to homeowners.	OTTAWA Forestry
39.	NEW	The Owner acknowledges and agrees to implement the recommendations of the “Geotechnical Review – McKinnon’s Creek Alterations Proposed Residential Development”, prepared by Paterson Group, signed, stamped and dated November 26, 2018, to the satisfaction of the City of Ottawa and South Nation Conservation.	OTTAWA Planning CA
		<u>Pathways, Sidewalks, Walkways, Fencing, and Noise Barriers</u>	
40.	S1	The Owner acknowledges and agrees that all pathways, sidewalks, walkways, fencing, and noise barriers are to be designed and constructed in accordance with City specifications, at no cost to the City, and to the satisfaction of the General Manager, Planning, Infrastructure and Economic Development Department.	OTTAWA Planning
41.	S2	[Pathways and fencing on private lands] The Owner shall construct a 2.0 metre wide asphalt pathway(s) as well as fencing (1.8 metre 9-gauge galvanized chain link) along the perimeter of the walkway block(s) and plantings (specify type) at the following locations: <ul style="list-style-type: none"> • within Block(s) 476, 477, 478, 479, 480, 481, ,496 • fencing only on the south side of Block 482 	OTTAWA Planning
42.	S3	[Sidewalks along public roads] The Owner agrees to design and construct 2-metre wide concrete sidewalks at the following locations: <ul style="list-style-type: none"> • Both sides of Street 3, including its eventual extension when either opened or registered, through the lands currently described as Block 497 • Both sides of promenade Jerome-Jodoin Drive • One the north side of Street 1 	OTTAWA Planning

		<ul style="list-style-type: none"> • On the north side of Street 10, between Jerome-Jodoin Drive to Sweetclover Way • Adjacent to all sides of Blocks 459, 460, 483 • On west side of Sweetvalley Drive <p>The Owner agrees to design and construct 1.8-metre wide concrete sidewalks at the following locations:</p> <ul style="list-style-type: none"> • On one side of Street 11 and 13 • On one side of the northern portion of Street 19, from Tenth Line Road to Sweetvalley Drive • On the north side of Street 17, from Sweetvalley Drive to Block 482 • On east side of Sweetclover Way 	
43.	S4	<p>[Walkways on public lands]</p> <p>The Owner agrees to design and construct, fully accessible 3-metre wide walkways and related works through the length of the public lands, at the following locations:</p> <ul style="list-style-type: none"> • South side of Sweetvalley Drive 	OTTAWA Planning
44.	S5	<p>The Owner agrees to connect all new pathways, sidewalks, walkways to the existing pathways, sidewalks, walkways located at the following locations:</p> <ul style="list-style-type: none"> • Jerome Jodoin Drive • Alium Street • Sweetclover Way • Sweetvalley Drive 	OTTAWA Planning
45.	S6	<p>[Chain link fence between public and private lands]</p> <p>a) The Owner agrees to design and construct 1.5 metre black vinyl-coated chain link fences in accordance with the Fence By-law at the following locations:</p> <ul style="list-style-type: none"> • _____ <p>All chain link fencing that separate public lands and residential lots and blocks shall have a maximum opening (the diamond shape area) of no greater than 37 mm in order to comply with the applicable part of the "Pool Enclosure By-Law".</p> <p>b) The Owner agrees that any vinyl-coated chain link fence required to be installed with the exception of parks fencing shall be located a minimum of 0.15 metres inside the property line of the private property.</p>	OTTAWA Planning

	S7	[DELETED]	OTTAWA Planning Parks
	S8	[DELETED]	OTTAWA Planning
46.	S9	<p>[Noise attenuation barriers]</p> <p>a) The Owner agrees to design and erect at no cost to the City, noise attenuation barriers in accordance with City specifications at the following locations:</p> <ul style="list-style-type: none"> • _____ <p>b) The Owner agrees that any noise attenuation barrier required to be installed under this Agreement, shall be located a minimum of 0.30 metres inside the property line of the private property, and the location of the fence shall be verified by an Ontario Land Surveyor, prior to the release of securities for the noise attenuation barrier.</p>	OTTAWA Planning
47.	S10	<p>The Owner shall insert a clause in each agreement of purchase and sale and Deed for lands which fences have been constructed stating that:</p> <p>“Purchasers are advised that they must maintain all fences in good repair, including those as constructed by (<i>developer name</i>) along the boundary of this land, to the satisfaction of the General Manager, Planning, Infrastructure and Economic Development Department. The Purchaser agrees to include this clause in any future purchase and sale agreements”.</p>	OTTAWA Planning
48.	NEW	<p>The Owner agrees to design and construct, a fully-accessible, 2- metre wide east-west asphalt pathway along the south side of Blocks 484 and 489, that will link to the Multi-Use Pathway on Block 486. The Owner acknowledges and agrees to design, construct and provide securities to the satisfaction of General Manager, Planning , Infrastructure and Economic Development Department and the General Manager, Recreation, Culture and Facility Services.</p>	OTTAWA Planning Parks
49.	NEW	<p>The Owner acknowledges and agrees to design and construct a pedestrian/cycling bridge from Block 496 (east of McKinnons Creek) to Block 486 and towards Street 10 (west of McKinnons Creek), within 2 years of registration of Phase 5 and prior to the release of securities. This shall be to the satisfaction of General Manager, Planning, Infrastructure and Economic Development Department.</p> <p>The Owners acknowledges and agrees to design, construct and provide securities to the satisfaction of General Manager, Planning, Infrastructure and Economic Development Department.</p>	OTTAWA Planning

		[DELETED]	OTTAWA Planning
50.	NEW	<p>No Gates</p> <p>No access from private property to passive public property will be allowed. The Owner shall place the following clause in each Agreement of Purchase and Sale and in Deeds for all Lots and Blocks:</p> <p>“The Transferee for himself, his heirs, executors, administrators, successors and assigns acknowledges being advised that gates accessing public property are not permitted in the fences.”</p>	OTTAWA Planning
51.	NEW	The Owner acknowledges and agrees that, if the approved McKinnon’s Creek Corridor Design Plan and Multi-Use Pathway construction contains amenities proposed by the Owner that exceed the standard design and construction budget, and if securities are not retained by the City for these items, the City shall not be responsible for these items in the event that the City must complete the Multi-Use Pathway and recreation amenities (i.e. benches, landscaping features). The Owner shall pay for these outstanding amenities to be provided.	OTTAWA Planning
52.	NEW	The Owner acknowledges and agrees that a Multi-Use Pathway will be constructed within the 30 metre offset from the 2-year As-Built Water Level; and will be built outside of the 15 metre Top of Valley Slope as a “No Touch/No Development” setback from the McKinnon’s Creek, as shown in Figure 4-4 of the Environmental Management Plan, and described as a Blocks 486 and Block 488 on the Draft Plan of Subdivision, to the satisfaction of the South Nation Conservation Authority and the General Manager, Planning, Infrastructure and Economic Development Department.	OTTAWA Planning CA
53.	NEW	The Owner acknowledges and agrees to, at their own expense, design and construct the Multi-Use Pathway within Block 486 and a recreational pathway within Block 488. This shall be to the satisfaction of South Nation Conservation, the General Manager, Planning, Infrastructure and Economic Development Department and the General Manager, Recreation, Culture and Facility Services	OTTAWA Planning CA
54.	NEW	The Owner shall provide a 1.5 metre chain link fence along the rear and side property lines of all lots and/or blocks adjacent to the lands labelled “Buffer Lands”/McKinnon’s Creek Corridor to clearly indicate property limits while minimizing vegetation damage and/or loss within the Creek Corridor. The fence shall be erected within the applicable subdivision blocks, 0.15 metres from the property line. No gates, stiles or other forms of access to the Creek Corridor shall be permitted.	OTTAWA Planning
		<u>Landscaping/Streetscaping</u>	

55. LS1	<p>The Owner agrees, prior to registration or early servicing to have a landscape plan(s) for the draft plan of subdivision prepared by a Landscape Architect, in accordance with the recommendations contained in the geotechnical report(s), the Tree Conservation Report, and/or the Environmental Impact Statement (if appropriate).</p> <p>The landscape plan(s) shall include detailed planting locations, plant lists which include species, plant form and sizes, details of planting methods, pathway widths and materials, access points, fencing requirements and fencing materials, other landscape features and gateway features where required.</p> <p>The Owner agrees to implement the approved landscape plan(s) and bear all costs and responsibility for the preparation and implementation of the plan(s).</p> <p>The Owner agrees that where marine clay soils are present, and the geotechnical report has satisfied the applicable conditions of the Tree Planting in Sensitive Marine Clay Soils - 2017 Guidelines, confirmation of adequate soil volumes in accordance with the subject guidelines shall be provided by a Landscape Architect prior to zoning approval.</p> <p>All of the aforementioned are to the satisfaction of the General Manager, Planning, Infrastructure and Economic Development Department.</p>	OTTAWA Planning Forestry CA
56. LS2	<p>The Owner agrees that for all single detached and semi-detached lots, a minimum of 1 tree per interior lot and 2 trees per exterior side yard lots (i.e. corner lots) shall be provided on the landscape plan(s). This shall be provided prior to zoning approval</p> <p>In areas of low/medium plasticity sensitive marine clay soils, the following exceptions in accordance with the Tree Planting in Sensitive Marine Clay Soils - 2017 Guidelines will apply in order to maximize the number of medium size trees:</p> <ul style="list-style-type: none"> a) Where abutting properties form a continuous greenspace between driveways, one medium size tree will be planted instead of two small size trees, provided the minimum soil volume can be achieved. In these cases only, for the purposes of determining the minimum number of trees to be planted, one medium size tree that replaces two small trees will be counted as two trees. b) The medium size tree should be planted as close as possible to the middle of this continuous greenspace (in the right-of-way) to maximize available soil volume. c) On larger lots with sufficient soil volume for a medium size tree, one medium size tree will be planted on each lot (or each side of a corner 	OTTAWA Planning Forestry

		<p>lot), even if the abutting properties form a continuous greenspace between driveways.</p> <p>d) If trees need to be replaced, Forestry staff reserve the right to plant appropriate size trees at one tree per lot.</p> <p>Along park frontages, the Landscape Plan shall locate trees at a 6-8 metre on-centre separation distance along the full extent of the road right-of-way abutting any park block(s).</p> <p>Should specific site constraints prevent the required allocation of trees, the remaining number of required trees shall be provided within any proposed park(s), open space or environmental blocks, non-residential road right-of-way frontages, stormwater management facility(s), or other suitable alternative locations, to the satisfaction of the General Manager, Planning, Infrastructure and Economic Development Department.</p>	
57.	LS3	<p>In areas of sensitive marine clay soils where the six conditions of the Tree Planting in Sensitive Marine Clay Soils – 2017 Guidelines have been met, the following shall be provided:</p> <p>a) The landscape plan shall include a note indicating that it has been developed as per the geotechnical report(s) (date, author), the letter (date, author), and Map (date, title), to the satisfaction of the General Manager, Planning Infrastructure and Economic Development.</p> <p>b) At the time of tree planting, in addition to providing an F1 inspection form, the Landscape Architect will provide a signed letter indicating that trees have been planted with appropriate soil volume in accordance with the approved Landscape Plan, to the satisfaction of the General Manager, Planning Infrastructure and Economic Development.</p>	OTTAWA Planning
		<u>Tree Conservation</u>	
58.	TC1	<p>[Urban area] The Owner acknowledges and agrees to abide by the Urban Tree Conservation By-law, 2009-200, and that any trees to be removed from the site shall be in accordance with an approved Tree Permit.</p> <p>The Owner agrees to implement the measures recommended in the supporting Tree Conservation Report (TCR) to ensure preservation of the trees identified for protection, in accordance with the City's tree protection requirements listed within the Urban Tree Conservation By-law, 2009-200. All of which are to the satisfaction of the General Manager, Planning, Infrastructure and Economic Development Department.</p>	OTTAWA P

59.	NEW	The Owner acknowledges and agrees that the construction of the subdivision shall be in accordance with the recommendations of the Tree Conservation Report, prepared by Muncaster Environmental Planning Inc. (May 22, 2018), recommending at a minimum: <ul style="list-style-type: none"> • Enhance the woody vegetation cover in the McKinnon's Creek Corridor where needed • Utilize native stock where feasible • Avoid Tree and shrub species that have a high water demand. Trees which have a high water demand should not be planted closer to structures than the ultimate height of trees. 	OTTAWA Planning
60.	NEW	The Owner agrees to implement the recommendations of a final Tree Conservation Report and Environmental Impact Statement, in conjunction with the detail design and rehabilitation planning plan for McKinnon's Creek, to the satisfaction of the City of Ottawa and South Nation Conservation. The Tree Conservation Report and Environmental Impact Statement must be updated as necessary for any proposed alterations to the creek corridor, including public trails and creek enhancements.	OTTAWA Planning CA
61.	TC3	The Owner agrees to maintain the tree protection measures until construction is complete and/or the City has provided written permission to remove them.	OTTAWA Planning
62.	NEW	The Owner acknowledges that any woody vegetation which must be removed is to be cut outside of the breeding bird period of April 15th to August 15th in any year, unless a breeding bird survey identifies that no nesting activity within five days of the proposed vegetation removal.	OTTAWA Planning
		<u>Gateway Features</u>	
	GF1	DELETED	OTTAWA Planning
	GF2	DELETED	OTTAWA Planning
	GF3	DELETED	OTTAWA Planning
	NEW	DELETED	OTTAWA Planning
		<u>Parks</u>	
63.	P1	In accordance with the <i>Planning Act</i> and the City of Ottawa Parkland Dedication By-law, the Owner shall convey Blocks 460, 484 and 485 to the	OTTAWA Parks

City for parkland purposes, to the satisfaction of the General Manager, Recreation, Cultural and Facility Services Department.

64. P2

The Owner covenants and agrees that Blocks 460, 484 and 485 will be conveyed to the City, at no cost, as dedicated parkland. The size and configuration of the park blocks on the Final Plan shall be to the satisfaction of the General Manager, Recreation, Cultural and Facility Services Department.

The Owner covenants and agrees that the parkland dedication requirement has been calculated at a rate of one hectare per 300 units (residential >18units/ha), but for apartments, as defined by the zoning by-law this parkland conveyance will not exceed a maximum of 10% of the land area of the site being developed. Based on the estimated number of 736 units for this subdivision, there is a parkland dedication requirement of 2.453 hectares, as shown in the calculation below:

Parkland Dedication Required:				
Residential Units:	736			
		Total:	Calculation	Parkland Required
Unit Sub-Totals:	736	736	1 / 300	2.453
Parkland REQUIRED Total (ha):				2.453

Parkland Dedicated:				
Block 485	0.430			
Block 484	0.300			
Block 460	1.870			
Parkland DEDICATED Total (ha):				2.600

Parkland Over-Dedication (ha):				0.147
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It is noted, the park blocks 460, 484 and 485 meet the dedication requirements. In the event that the number of units change, the required parkland dedication will also change.

The Owner acknowledges and agrees that based on the final unit count and the area parkland calculations, should the parkland conveyed be in excess of the requirements under s. 51 of the *Planning Act*, the City shall not compensate the Owner.

**OTTAWA
Parks**

65. P3

The Owner acknowledges and agrees to design and construct the parkland, identified as Blocks 460, 484, 485, in accordance with City specifications and standards. The Owner further agrees to provide design plans and documents as detailed in the Park Development Manual 2ed edition 2017 (and as amended) for the park(s). The plans and documents will detail the designs, costs and

**OTTAWA
Parks**

		<p>amenities to be provided in each park. The expected cost of the design, construction, review and inspection of these parks will be in accordance with the rate per hectare and indexing rate utilized for park development by the City at the time of registration of each phase of development.</p> <p>The design plans and documents as well as the final budget for design, construction, review and inspection shall be subject to approval by the City, all to the satisfaction of the General Manager, Recreation, Cultural and Facility Services Department.</p>	
66.	P4	<p>All Owner obligations associated with the Park Blocks must be completed to the satisfaction of the General Manager, Recreation, Cultural and Facility Services Department within two years of registration.</p> <p>If the Park Block(s) is not tendered and under construction within two years of registration, the Owner agrees that the park development budget shall be based on the park development rate per hectare in effect at the time of the commencement of the park construction and that the Owner is required to pay the applicable Park Development rate for the current year that the park is to be built and those funds will be added to the park budget for construction.</p>	OTTAWA Parks
67.	P5	<p>The Owner acknowledges and agrees that no stormwater management facilities, encumbrances such as retaining walls, utility lines floodplain lines, or easements of any kind shall be located on, or in front of, dedicated park blocks.</p> <p>If encumbrances exist on site, the removal and/or mitigation of the encumbrances shall be the responsibility of the Owner, at the Owner's expense.</p> <p>All to the satisfaction of the General Manager, Recreation, Cultural and Facility Services Department.</p>	OTTAWA Parks
68.	P6	<p>The Owner acknowledges and agrees that any encumbrances which are not solely for the benefit of the park, such as retaining walls, utility lines, floodplain lines or easements of any kind on lands, or portion thereof encumbering the design and function of future Park Blocks 460, 484 and 485 must be approved by the General Manager of Recreation, Culture and Facility Services Department, and will not form part of the <i>Planning Act</i> parkland dedication requirements.</p>	OTTAWA Parks
	NEW	DELETED	OTTAWA Parks

69. P7	<p>The Owner agrees the park blocks must be fully developable for its intended use based on a geotechnical report. If any constraints to development of the park blocks are found the measures necessary to mitigate the constraints and to provide a subgrade suitable for the intended parks uses as identified in the Facility Fit Plan, or if a Facility Fit Plan has not yet been prepared for intended park uses as identified by Parks planning staff, will be undertaken by the Owner. The Owner is solely responsible for the costs of any necessary mitigation measures in addition to the Park Budget.</p> <p>All of the aforementioned are to the satisfaction of the General Manager, Recreation, Cultural and Facility Services Department.</p>	OTTAWA Parks
70. P8	<p>Once a Facility Fit Plan is submitted and after tree protection fencing has been installed accordingly, both as approved by the General Manager, Recreation, Cultural and Facility Services Department, the Owner may remove vegetation, trees and topsoil from the parks to facilitate rough grading of the area. The Owner agrees that the Owner may stockpile the topsoil either on or off the parks.</p> <p>If the removal of the native topsoil is required, the Owner agrees to provide replacement topsoil at a sufficient depth and quality for the parks as per City Standards for park topsoil. All work shall proceed in accordance with the applicable By-laws.</p>	OTTAWA Parks
71. P9	<p>The City acknowledges and agrees that the Owner may use the Parks outside of the protected park areas for the stockpiling of materials or staging as needed. The Owner agrees to conduct the stockpiling of soils in accordance with the excess soils regulation, as amended, at time of construction.</p> <p>The Owner agrees contaminated soils shall not be stockpiled on future park areas. The Owner agrees to provide to the City documentation of the source and quality of the soils temporarily stored on the future park areas.</p> <p>The Owner acknowledges and agrees that in the event that the Owner chooses to use the parkland for stockpiling or staging, once this use of the parkland is completed, all materials will be removed from the parkland and a geotechnical report by a qualified and licensed engineer or geoscientist will be submitted. The geotechnical report shall confirm that the subgrade is suitable for its intended use and that no contaminants have been deposited on the parkland. The geotechnical report must indicate the level of soil compaction on the site and conform to City Standards, to the satisfaction of the General Manager, Recreation, Cultural and Facility Services Department.</p> <p>The Owner agrees that any remediation required to the parkland as result of the owners use of the parkland will be at the Owner's expense and will be in addition to the estimated park budget calculated at the per hectare rate as</p>	OTTAWA Parks

		indexed and such remediation work shall be completed to the satisfaction of the General Manager, Recreation, Cultural and Facility Services Department.	
72.	P10	The Owner further agrees to prepare and submit for approval, upon registration of the phase containing the park block, all park plans and documents required as noted in the Park Development Manual 2017 based on the approved Facility Fit Plan, all to the satisfaction of the General Manager, Recreation, Cultural and Facility Services Department.	OTTAWA Parks
73.	P11	<p>Any fill imported to the future park block must be conducted in accordance with the excess soils regulation, as amended. Documentation of the source and quality of the fill to be imported must be approved by a Qualified Person. Soils must be tested to the minimum parameter list as specified in the excess soils regulation. Importation of soils with no chemical testing will not be permitted. Additional testing may be required by the Qualified Persons as defined in the regulation.</p> <p>Copies of all records related to all soils imported to the future park areas must be provided to the City. It is the responsibility of the Owner to fill and rough grade the park where necessary, with clean earth borrow, compacted and leveled within the park block accordingly, to provide for positive surface drainage as per the City Standards for Park Fill and rough grading as per the approved subdivision grading plan. This shall all be done at the expense of the Owner. All works and fill materials are to be approved by the General Manager, Planning, Infrastructure and Economic Development Department prior to being placed on site.</p> <p>All work shall proceed in accordance with the applicable By-laws and according to the current (at time of work) approved City details and specifications.</p>	OTTAWA Planning Parks
74.	P12	<p>It is the responsibility of the Owner to undertake final grading of the park block as per the park working drawings /grading and drainage plan. This final grading will be covered by the park budget to a maximum of 10% of the park construction cost. Additional grading beyond 10% of park construction cost will be at the Owner's expense.</p> <p>To be noted: this final grading is comprised of grading over-and-above the required subdivision grading of the Park Blocks, as per the approved subdivision grading plan.</p> <p>All works and design drawings are subject to the approval of the General Manager, Recreation, Cultural and Facility Services Department and the General Manager, Planning, Infrastructure and Economic Development Department.</p>	OTTAWA Planning Parks

		<p>Unless otherwise specified the Owner shall provide the following services and utilities to all Park Blocks:</p> <ul style="list-style-type: none"> a) A 300mm diameter storm sewer and CB/MH at 2m inside the park property line. b) A 50mm diameter water line complete with standpost at 2m inside the park property line. A city standard park water vault chamber, standard detail W31.1 latest version, must also be installed as part of parks water works. The park water vault will be funded from the park budget. Co-ordination of all park water works including water vault and meter installation is an Owner responsibility. c) 150mm diameter sanitary sewer and MH at 2m inside the park property line. d) A 120/240 volt, 200 amperes single phase hydro service at 2m inside the park property line. The Owner is responsible for making all arrangements and coordinating the connection of the new hydro (electrical) service, including costs and inspections, with the respective hydro (electricity) agencies. The Owner is also responsible to ensure the park electricity service(s) is included on the approved CUP drawings. 	
75.	P13	<p>The Owner shall install fencing of uniform appearance and quality, with a minimum height of five feet (5') (1.5m) along the common boundary of all residential lots. The Owner shall install two rail post and rail fencing along the west boundary of Park Block 485 that abuts Block 487 stormwater management pond. Fences shall be installed 0.15m on the park property side of the common property line, and the location of the fence shall be verified by an Ontario Land Surveyor. All fences must adhere to the City's fence By-law 2003-462. Fence materials will be of commercial grade and consist of 6-gauge black vinyl coated chain link material and black powder coated schedule 40 pipe rails and posts or an approved alternative.</p>	OTTAWA Parks
	P14	[DELETED]	OTTAWA Parks
76.	P15	<p>[Gates Permitted]</p> <p>Access from private property to active public property will only be allowed with the prior written approval of the General Manager, Planning, Infrastructure and Economic Development Department. The Owner shall place the following clause in each Agreement of Purchase and Sale and shall be registered as a notice on title in respect of all Lots and Blocks:</p> <p>"The Transferee for himself/herself, his/her heirs, executors, administrators, successors and assigns acknowledges being advised that gates accessing public property are not permitted in the fences without</p>	OTTAWA Parks

		the express written permission of the General Manager, Recreation, Cultural and Facility Services Department.”	
77.	P16	<p>The Owner shall include a clause in each Agreement of Purchase and Sale and shall be registered as a notice on title in respect of all Lots and Blocks which shall provide notification to all purchasers of lands within the Subdivision that parkland within this subdivision and/or already existing in the vicinity of the subdivision may have:</p> <ul style="list-style-type: none"> a) active hard surface and soft surface recreational facilities b) active lighted sports fields and other lit amenities c) recreation and leisure facilities d) potential community centre e) library f) day care g) other potential public buildings/facilities. 	OTTAWA Parks
78.	P17	The Owner acknowledges and agrees that, if the approved park concept design contains amenities proposed by the Owner that exceed the standard park design and construction budget, and if securities are not retained by the City for these items, the City shall not be responsible for these items in the event that the City must complete the park.	OTTAWA Parks
79.	P18	The Owner acknowledges and agrees that, following registration of this agreement, all park blocks will be transferred to the City. Notwithstanding said transfer, the Owner acknowledges and agrees that, prior to the assumption of the park by the City, the owner will retain all liability for the transferred blocks and that said transfer will in no way exonerate the Owner from its responsibility to design and construct the park pursuant to the terms of this agreement.	OTTAWA Parks
80.	P19	The Owner acknowledges and agrees that where multiple parks are to be developed within a Community Design Plan (CDP) area or draft plan of subdivision with multiple land-owners, the land-owners will enter into a cost sharing agreement to cover the cost of the development of the parks as per the direction of OPA 159. No approvals will be given on a plan of subdivision until a cost sharing agreement regarding the development of parkland within the development area has been entered into and submitted to the City. All to the satisfaction of the General Manager, Recreation, Cultural and Facility Services and the General Manager, Planning, Infrastructure and Economic Development.	OTTAWA Planning Parks
	P20	Deleted	OTTAWA Planning Parks

81.	P21	<p>The Owner acknowledges and agrees to erect on the park blocks at a location selected by the General Manager, Recreation, Cultural and Facility Services a professionally painted sign indicating:</p> <p style="padding-left: 40px;">Future Parkland No Dumping No Removal of soils or Vegetation All at the expense of the Owner</p>	OTTAWA Parks
82.	P22	<p>Upon registration of the subdivision and transfer of ownership of the park block to the city, the Owner agrees to provide:</p> <ul style="list-style-type: none"> • a certificate of insurance that names the City of Ottawa as Additional Insured, and • a letter of credit which covers the full amount of the park construction cost to ensure the work is completed, <p>The Owner will hereby be granted consent to enter at no cost to complete the work. All is to the satisfaction of the General Manager of Recreation Culture and Facility Services,</p>	OTTAWA Parks
83.	P23	<p>The Owner acknowledges and agrees that no work within the ROW in front of, or around, any boundary of the park will be a park cost. All ROW work including, tree planting, topsoil and sod, and all hard surface work will be at the Owners' expense.</p> <p>Where a park plaza or landscape feature extends into the ROW as a continual element of the park development, this work may be considered park work at the discretion of the General Manager, Recreation, Cultural and Facility Services.</p>	OTTAWA Parks
84.	P24	<p>The Owner acknowledges and agrees that the total consulting costs including all prime consulting, sub-consulting and testing fees, for the design and development of the Park Blocks shall not exceed the percentage of the Park Construction Budget as recommended, by type of project, by the <i>Ontario Association of Landscape Architects Fee Guide for Landscape Architectural Services</i>, current (at time of Work) version, and shall be to the satisfaction of the General Manager, Recreation, Cultural & Facility Services.</p>	OTTAWA Parks
85.	P25	<p>The Owner and the General Manager of Recreation, Culture and Facility Services may, if it is mutually beneficial to both parties, enter into an agreement whereby the Owner will provide funding (+HST) to the City for the design and the construction of the park blocks. The City will proceed to design and construction of the park as per the typical city-build park process as described in the Parks Development Manual. The timing of the park construction will be at the discretion of the City. The expected cost of the parks works to be paid to the city will be based on the rate per hectare and indexing rate utilized for the</p>	OTTAWA Parks

		park development by the City at the time of registration of the phase of development, which includes the park blocks plus a 5% administrative fee for City forces to execute the project. The funding for park works will be paid to the city at the time of registration for the phase of development, which includes the park block. All standard subdivision conditions associated with the park, including, but not limited to: fencing, fill and rough grading, topsoil, tree removal and services stubbed to within 2.0 m inside the park blocks will remain a subdivision cost to be covered by the Owner separate from the park funding.	
		<u>Environmental Constraints</u>	
86.	EC1	The Owner shall prepare an Integrated Environmental Review and/or an Environmental Impact Statement, in accordance with the policies of the Official Plan, to the satisfaction of the General Manager, Planning, Infrastructure and Economic Development Department.	OTTAWA Planning CA
87.	EC2	The Owner agrees that prior to registration, early servicing, or other works that would alter the vegetative characteristics of the site, the Owner shall have the environmental impact statement updated as necessary to reflect the final plan as approved, and to address any changes to the anticipated impacts and recommended mitigation measures that may be required as a result of changes to the draft plan, changes in the regulatory context with respect to species at risk, or changes in the known environmental context of the site. This update shall be to the satisfaction of the General Manager, Planning, Infrastructure and Economic Development Department.	OTTAWA Planning
88.	EC3	The Owner acknowledges and agrees that the construction of the subdivision shall be in accordance with the all of the findings and recommendations of the Mer Bleue Urban Expansion Area Environmental Management Plan (December 2017). Prior to the approval of any draft plan of subdivision application, the finalized and approved Environmental Management Plan and the Master Servicing Study shall be consulted directly to determine what conditions are required to be completed and approved by the affected agencies.	OTTAWA Planning CA
89.	EC4	The Owner agrees to abide by all appropriate regulations associated with Provincial and Federal statutes for the protection of wildlife, including migratory birds and species at risk.	OTTAWA Planning
	EC5	[DELETED]	OTTAWA Planning CA
90.	NEW	The Owner acknowledges and agrees that they shall adhere to the Site alteration By-law as amended.	OTTAWA Planning

91.	EC6	<p>The Owner agrees to establish a 30 metre offset from the 2-year As-Built Water Level; and including a 15 metre Top of Valley Slope as a “No Touch/No Development” setback from the McKinnon’s Creek, as shown in Figure 4-4 of the Environmental Management Plan, and described as a Blocks 486 and Block 488 on the Draft Plan of Subdivision, to the satisfaction of the South Nation Conservation Authority and the General Manager, Planning, Infrastructure and Economic Development Department.</p> <p>The final approved plan of subdivision shall clearly show this setback, which shall also be incorporated into the Zoning By-law provisions and shall be identified in all agreements of purchase and sale for Lots 146 to 150, and 128 to 145 inclusive.</p>	OTTAWA Planning CA
92.	EC7	<p>The Owner shall erect protective fencing and sediment and erosion control measures along the McKinnon’s Creek Corridor perimeter of McKinnon’s Creek prior to any site preparation works within the Subdivision to ensure no disturbance of the watercourse during construction to the satisfaction of South Nation Conservation Authority. These measures shall be maintained in good working order until the site has stabilized, after which any such measures that are not permanent shall be removed in a manner that minimizes disturbance to the site.</p>	OTTAWA Planning CA
93.	EC8	<p>The Owner acknowledges that any proposed works on or adjacent to McKinnon’s Creek corridor will need to comply with the requirements of the Federal Fisheries Act and avoid causing Serious Harm to Fish, and that the Department of Fisheries and Oceans (DFO) has provided authorization to complete the works in McKinnon’s Creek.</p>	OTTAWA Planning CA
94.	EC9	<p>The Owner shall complete the DFO Self-Assessment process and provide the City and South Nation Conservation Authority with a copy of the completed Request for Review, and all correspondence, as required. The Owner acknowledges that should the results of the Self-Assessment indicate that serious harm to fish cannot be avoided, then the proponent must implement the appropriate measures to avoid, mitigate, or offset harm to fish and fish habitat, including aquatic species at risk.</p>	OTTAWA Planning CA
95.	EC10	<p>The Owner agrees that no in-stream works will occur within McKinnon’s Creek between March 15 and July 1 of any given year.</p>	OTTAWA Planning CA
96.	EC11	<p>In accordance with the City’s Official Plan, and the approved area Secondary Plan, the Owner shall convey, at no cost to the City, the following lands as part of the Natural Heritage System and as an Urban Natural Feature illustrated on Schedule B of the Official Plan prior to Registration of the Subdivision:</p> <p>Blocks 486, 488, comprising the McKinnon’s Creek Corridor and the associated setback.</p>	OTTAWA Planning CA

		Final configuration of the Blocks shall be to the satisfaction of the General Manager, Planning, Infrastructure and Economic Development Department and South Nation Conservation Authority. These lands shall not be credited towards determining parkland dedication requirements.	
	EC12	[DELETED]	OTTAWA Planning CA
97.	NEW	The Owner shall prepare, in consultation with the City and South Nation Conservation, a Homeowner Awareness Handbook that describes and provides guidance to homeowners for protecting the ecological functions of the natural heritage system associated with McKinnon's Creek. The Handbook should incorporate the findings and recommendations of the approved Environmental Impact Statement to the satisfaction of the City of Ottawa and South Nation Conservation. The Handbook shall be distributed to all purchasers with the Agreement of Purchase and Sale and a copy kept at the Sales Office.	OTTAWA Planning CA
98.	NEW	The Owner agrees that as part of the subdivision development application process, and in keeping with policies of the Official Plan, additional detailed design studies may be required to address constraints such as, but not necessarily limited to: unstable slopes; geotechnical hazards; floodplain, and the necessary setbacks to McKinnons Creek.	OTTAWA Planning CA
99.	NEW	The Owner acknowledges that all downstream alteration within the McKinnon's Creek corridor necessary for the development of Summerside West on the west side of McKinnon's Creek must be completed prior to the commencement of pre-servicing works for phases 5 and 6, to the satisfaction of the City of Ottawa and South Nation Conservation.	OTTAWA Planning CA
100.	NEW	The Owner agrees that prior to registration, early servicing, or other works that would alter the vegetative characteristics of the site, and that the City's Site Alteration By-law is in effect. The Owner shall have the environmental impact statement updated as necessary to reflect the final plan as approved, and to address any changes to the anticipated impacts and recommended mitigation measures that may be required as a result of changes to the draft plan, changes in the regulatory context with respect to species at risk, or changes in the known environmental context of the site. This update shall be to the satisfaction of the General Manager, Planning, Infrastructure and Economic Development Department.	OTTAWA Planning
101.	NEW	The Owner acknowledges and agrees that no site alteration and stormwater management facilities, encumbrances such as retaining walls, utility lines or easements of any kind shall be located on, adjacent to the McKinnon's Creek Corridor without the written approval of the	OTTAWA Planning CA

		General Manager, Planning, Infrastructure and Economic Development and South Nation Conservation Authority.	
102.	NEW	Once the Detailed Design for the McKinnon's Creek Corridor is submitted and after tree protection fencing and sediment and erosion control measures have been installed accordingly, both as approved by the General Manager, Planning, Infrastructure and Economic Development and South Nation Conservation Authority, if the removal of the native topsoil is required for the Multi-Use Pathway, the Owner agrees to provide replacement topsoil at a sufficient depth and quality for the landscaping as per City Standards for topsoil. All work shall proceed in accordance with the applicable By-laws.	OTTAWA Planning CA
103.	NEW	The Owner acknowledges and agrees to erect on along the McKinnon's Creek Corridor at a location(s) selected by the General Manager, Planning, Infrastructure and Economic Development, a professionally painted sign indicating: Future Natural Area No Dumping No Removal of soils or Vegetation This shall be at the expense of the Owner.	OTTAWA Planning
104.	NEW	Prior to the registration of Phase 5, the Owner agrees to prepare, submit and receive approval for the McKinnon's Creek Corridor Rehabilitation and Landscape Plan, that includes all hazard limits, geomorphological findings, riparian setbacks, aquatic habitat off-setting, and terrestrial landscaping. The buffer design shall protect and enhance the features and functions of the McKinnon's Creek Corridor, and shall determine opportunities to enhance riparian vegetation and habitat in this corridor. Only indigenous trees and shrubs native to Eastern Ontario are to be planted. The Plan is to be prepared by a qualified professional with expertise in riparian corridor restoration and aquatic habitat, and shall be implemented with its recommendations within one year of Registration of the plan, to the satisfaction of the General Manager of Planning, Infrastructure and Economic Development and South Nation Conservation Authority.	OTTAWA Planning CA
105.	NEW	The Owner acknowledges and agrees that no work within the ROW in front of, or around, any adjacent of the McKinnon's Creek Corridor will be a City cost. All ROW work including construction, tree planting, landscaping, topsoil and sod, and all hard surface work will be at the Owners' expense. Where the Multi-Use Pathway or landscape features extends into the ROW as a continual element of the Corridor development, this work may be considered at the discretion of the General Manager, Planning, Infrastructure, and Economic Development.	OTTAWA Planning

106.	NEW	The Owner acknowledges and agrees to complete a Monitoring and Mitigation Plan of at least 5 years in duration, in conjunction with the McKinnon's Creek Corridor Rehabilitation Plan, that implements the requirements of the Environmental Management Plan, and encompasses any requirements of the Ministry of the Environment, Conservation and Parks and the Department of Fisheries and Oceans, to the satisfaction of the City of Ottawa and the South Nation Conservation.	OTTAWA Planning CA
	NEW	DELETED	OTTAWA Planning CA
	NEW	DELETED	OTTAWA Planning CA
107.	NEW	The Owner and any site contractor is to be aware of potential Species at Risk in the vicinity of the study corridor including butternut, bobolink and barn swallow. Any Species at Risk sightings are to be immediately reported to the project biologist and the Ministry of the Natural Resources and Forestry and activities modified to avoid impacts until further direction by the Ministry.	OTTAWA Planning
108.	NEW	Applications for draft plan of subdivision shall be processed concurrently with applications under the Drainage Act for the proposed McKinnons Creek Municipal Drain. Any draft plan approval(s) shall contain appropriate conditions to ensure the coordination of development with the Drainage Act approvals.	OTTAWA Planning
109.	NEW	Prior to the registration of Phase 5, the Owner shall in concert with Area 10 Owners' Group, complete a single, integrated and detailed design of McKinnon's Creek from the SWM Pond N5 outlet to just upstream of Navan Road, to the satisfaction of the City of Ottawa and South Nation Conservation.	OTTAWA Planning CA
110.	NEW	The Owner agrees that where the removal of headwater drainage features must occur or insufficient flows can continue to be directed to these features, aquatic, wetland and amphibian habitat enhancement are to be included in the detail design for McKinnon's Creek, and implemented through the Rehabilitation Planting Plan. Where habitat restoration within the McKinnon's Creek corridor is not feasible due to inadequate depths, flow or design restrictions, or existing habitat restoration works, habitat enhancement is to occur on adjacent lands with drainage connected to McKinnon's Creek.	OTTAWA Planning CA
111.	NEW	The Owner must complete a Rehabilitation Planting Plan for the McKinnon's Creek corridor within the Summerside West Phase 4, 5 6 lands, to the satisfaction of the City of Ottawa and South Nation Conservation.	OTTAWA Planning CA

112.	NEW	The Owner provide a 100-year floodplain analysis for McKinnon's Creek representing full development of Summerside West Phases 4, 5, 6. The analysis must demonstrate that any proposed alteration to the McKinnon's Creek corridor and changes to flows volume and duration will not result in negative impacts to flooding or erosion, upstream or downstream of the area being developed, to the satisfaction of South Nation Conservation.	CA
		<u>Record of Site Condition / Contaminated Soil</u>	
	RSC1	[DELETED]	OTTAWA Planning BCS
		<u>Schools</u>	
113.	SC1	The Owner acknowledges and agrees to reserve Block 459 on the draft plan of subdivision as an elementary school for Ottawa Catholic School Board. The 2.6 ha serviced school site, with frontages on Jérôme-Jodoin Drive and Street 10, shall be to the satisfaction of the Ottawa Catholic School Board and the General Manager, Planning, Infrastructure and Economic Development Department.	OCSB
114.	NEW	The Owner acknowledges and agrees the size, configuration and servicing of the school site will be to the satisfaction of the Ottawa Catholic School Board.	OCSB
115.	SC2	The Owner agrees to reserve the designated school site for a period of up to seven years from the date of registration of the plan that contains the school site. The school board may apply for a two year extension of the seven year terms by notifying the developer at least six months prior to the end of the seven years.	OCSB
	SC3	DELETED	Specify Board (not OCSB)
116.	SC4	That the owner be required to erect an uninterrupted, 1.8-metre high chain link (no gates), between the Ottawa Catholic School Board's future school site and any future residential properties. The fence should be placed approximately 0.15 metres inside of the Ottawa Catholic School Board's property line.	OCSB
	SC5	DELETED	OCSB
117.	NEW	The Ottawa Catholic School Board acknowledges and agrees that the Owner may use the designated school block for the stockpiling of materials or staging as needed. The Owner agrees to conduct the	OCSB

		<p>stockpiling of soils in accordance with the excess soils regulation, as amended, at time of construction.</p> <p>The Owner agrees contaminated soils shall not be stockpiled on the designated school block. The Owner agrees to provide to the Ottawa Catholic School Board documentation of the source and quality of the soils temporarily stored on the designated school block.</p> <p>The Owner acknowledges and agrees that in the event that the Owner chooses to use the designated school block for stockpiling or staging, once this use of the designated school block is completed, all materials will be removed from the designated school block and a geotechnical report by a qualified and licensed engineer or geoscientist will be submitted. The geotechnical report shall confirm that the subgrade is suitable for its intended use and that no contaminants have been deposited on the designated school block. The geotechnical report must indicate the level of soil compaction on the site and conform to City Standards, to the satisfaction of the Ottawa Catholic School Board.</p> <p>The Owner agrees that any remediation required to the designated school block as result of the owners use of the said block will be at the Owner's expense. This shall be to the satisfaction of the Ottawa Catholic School Board.</p>	
118.	SC6	That the Owner agrees to rough grade the OCSB future elementary school site to match the proposed surrounding grades and drainage pattern as noted on the subdivision grade plan. If fill is required to achieve these grades, it is the responsibility of the owner to fill, compact and level the school block accordingly, providing for positive surface drainage.	OCSB
		<u>Archaeology</u>	
	ARC1	[DELETED]	OTTAWA Planning MTCS (Ministry provides written clearance to the City prior to registration, usually at the request of the applicant.)
		<u>Stormwater Management</u>	

119.	SW1	<p>The Owner shall provide any and all stormwater reports (list of reports, for example, a Stormwater Site Management Plan in accordance with a Conceptual Stormwater Site Management Plan) that may be required by the City for approval prior to the commencement of any works in any phase of the Plan of Subdivision. Such reports shall be in accordance with the December 2017 Mer Bleue Master Servicing Study, the December 4, 2018 Functional Servicing Report for Summerside West Phase 4/5/6 2464 Tenth Line Road by DSEL, City or Provincial standards, specifications and guidelines. The reports shall include, but not be limited to, the provision of erosion and sedimentation control measures, implementation or phasing requirements of interim or permanent measures, and all stormwater monitoring and testing requirements.</p> <p>All reports and plans shall be to the satisfaction of the General Manager, Planning, Infrastructure and Economic Development Department.</p>	OTTAWA Planning CA
120.	SW2	<p>(a) Prior to the commencement of construction of any phase of this Subdivision (roads, utilities, any off site work, etc.), the Owner shall:</p> <ul style="list-style-type: none"> i. have a Stormwater Management Plan and an Erosion and Sediment Control Plan prepared by a Professional Engineer in accordance with current best management practices; ii. (if appropriate) provide all digital models and modelling analysis in an acceptable format; iii. have said plans approved by the General Manager, Planning, Infrastructure and Economic Development Department, and iv. provide certification through a Professional Engineer licensed in the province of Ontario that the plans have been implemented. <p>(b) All submissions and any changes made to the Plan shall be submitted to the satisfaction to the City and South Nation Conservation.</p> <p>(c) The Owner shall implement an inspection and monitoring plan to maintain erosion control measures.</p>	OTTAWA Planning CA
121.	SW3	<p>On completion of all stormwater works, the Owner agrees to provide certification to the General Manager, Planning, Infrastructure and Economic Development Department through a Professional Engineer, licensed in the province of Ontario, that all measures have been implemented in conformity with the approved Stormwater Site Management Plan.</p>	OTTAWA Planning

122.	NEW	<p>Concurrent to detailed design and prior to early servicing of Phase 4, the Owner shall submit detailed design drawings concerning the clean-out, maintenance and operation of the McKinnons Creek channelization works from the SWM Pond N5 outlet, downstream to the outlet side of the Wall Road culvert, as per IBI design. This shall be done in concert with the adjacent riparian landowners. This shall be to the satisfaction of the General Manager, Planning, Infrastructure & Economic Development. Detailed design is to include:</p> <ul style="list-style-type: none"> (i) An interim channel clean-out / restoration plan, that also details all erosion and sediment control measures required to restore the McKinnons Creek channel to its original operating condition; (ii) All permits/approvals required for the interim restoration plan are to be secured by the owner from all applicable agencies including, but not limited to: the City of Ottawa; South Nation Conservation; Ministry of Environment, Conservation & Parks; and Department of Fisheries and Oceans; (iii) The owner is to provide in writing to the City file lead, one week notice of the date on which any field work associated with implementation of the interim restoration plan is to commence; (iv) Following the completion of the interim restoration works, a detailed field survey is to be completed by the owner and submitted to the City demonstrating that the cross-section and conveyance capacity of McKinnons Creek has been restored to the channel condition established under the March 9, 2009 C of A 5933-7EFKX2 issued to Tamarack by the (former) Ministry of Environment; (v) A monitoring, maintenance and reporting protocol to be followed between the date the agreement takes effect until the existing channel is replaced by the planned channel improvements documented in the FSR and are transferred to the City; (vi) All costs to implement the interim restoration plan are at the expense of the owner. 	OTTAWA Planning
123.	NEW	<p>Prior to In-Service Memo of Phase 4, the Owner shall complete the maintenance described in previous condition. This shall be at the Owner's expense and prior to the Pond N5 expansion discharge.</p>	OTTAWA Planning
124.	NEW	<p>The Owner acknowledges and agrees that prior to the Early Servicing of Phase 5 & 6, a single integrated design for the portion of McKinnon's Creek, from the outlet of SWM Pond N5 to the downstream extent of the proposed lowering just upstream of Navan Road shall be provided. This shall be to the satisfaction of General Manager, Planning, Infrastructure</p>	OTTAWA Planning

		<p>& Economic Development and the City of Ottawa Drainage Superintendent.</p> <p>The design of McKinnon's Creek must consider the following: hydrology and hydraulics, fluvial geomorphology, fisheries habitat, environmental impacts, construction cost and long term maintenance requirements.</p>	
	SW4	[DELETED]	
125.	SW5	The Owner agrees to design and construct, as part of the stormwater management infrastructure, at no cost to the City, a monitoring facility or facilities (if required) and vehicular access to the satisfaction of the City.	OTTAWA Planning
126.	NEW	Prior to site alteration for Phases 5 or 6, the Owner shall prepare a detailed erosion and sediment control plan for this area west of McKinnons Creek. The plan is to detail how erosion and sediment are to be controlled prior to the availability of the outlet from the planned North SWM pond. If the provision of the erosion and sediment control works are to be implemented using a coordinated approach with the owner of the planned subdivision south of Phase 5-6 (Claridge) in advance of its Draft Plan approval, a signed agreement is to be prepared and submitted to the City for approval by the General Manager, Planning, Infrastructure & Economic Development.	OTTAWA Planning
127.	NEW	Prior to the registration, or the filing of an application for a Ministry of Environment, Conservation and Parks Environmental Compliance Approval, for any stormwater works, whichever event first occurs, the owner shall prepare a detailed Stormwater Management Plan in accordance with the Functional Servicing Study (FSR) (DSEL December 4, 2018). The Stormwater Site Management Plan shall identify the sequence of its implementation in relation to the construction of the subdivision and shall be to the satisfaction of the General Manager, Planning, Infrastructure & Economic Development and South Nation Conservation.	OTTAWA Planning
128.	NEW	The Owner shall maintain the expanded SWM pond N5 in accordance with the recommendations of the approved FSR, and approved detailed design, all to the satisfaction of the General Manager, Planning, Infrastructure & Economic Development, until such time as the stormwater management pond has been given Final Acceptance and is assumed by the City of Ottawa.	OTTAWA Planning
129.	NEW	The Owner agrees that during the detailed design review, should it be determined by the General Manager, Planning, Infrastructure & Economic Development, that Block 487 is not sufficient in size for the purpose of stormwater management for the Summerside West Phase 4	OTTAWA Planning

		lands, and other Mer Bleue CDP future development lands east of McKinnons Creek, the Owner shall then agree to provide additional lands within its ownership, adjacent and abutting to Block 487, for the expansion of the SWM pond N5, as required, to the satisfaction of the General Manager, Planning, Infrastructure & Economic Development.	
130.	NEW	Any major deviations (per the opinion of the General Manager, Planning, Infrastructure & Economic Development) from the approved FSR and governing MSS will trigger the need for an Addendum to the December 2017 Mer Bleue MSS. Major deviations could include, for example, the establishment of a new (permanent or temporary) SWM outlet, a change in servicing approach (such as use of sump pumps), etc.	OTTAWA Planning
131.	SW6	The Owner agrees that the development of the Subdivision shall be undertaken in such a manner as to prevent any adverse effects, and to protect, enhance or restore any of the existing or natural environment, through the preparation of any storm water management reports, as required by the City.	OTTAWA Planning
132.	SW7	The Owner covenants and agrees that the following clause shall be incorporated into all agreements of purchase and sale for the whole, or any part, of a lot or block on the Plan of Subdivision, and registered separately against the title: “The Owner acknowledges that some of the rear yards within this subdivision are used for on-site storage of infrequent storm events. Pool installation and/or grading alterations and/or coach houses on some of the lots may not be permitted and/or revisions to the approved Subdivision Stormwater Management Plan Report may be required to study the possibility of modification on any individual lot. The Owner must obtain approval of the General Manager, Planning, Infrastructure and Economic Development Department of the City of Ottawa prior to undertaking any grading alterations.”	OTTAWA Legal
133.	SW8	Where the Owner is required under this Agreement to provide the oversize and/or over-depth storm sewers or open drains in order to make provisions for later development of upstream lands not owned by the Owner herein, as referred to in the approved plans, the City will, insofar as it legally may, require that payment shall be made by the Owner of such upstream undeveloped land which will utilize the said storm sewers as an outlet(s), prior to registration. The amount of payment shall be determined by the General Manager, Planning, Infrastructure and Economic Development Department.	OTTAWA Planning

	NEW	DELETED	OTTAWA Planning
134.	NEW	<p>The Owner acknowledges and agrees that prior to the expansion of SWM Pond N5, that a cost-sharing agreement between current operator and the Owner shall be prepared. This cost-sharing agreement shall include details on the operation of the pond, future maintenance of the pond, future phasing of construction and landscaping of the pond.</p> <p>The cost-sharing agreement between the current operator and the Owner shall identify a single point of contact that shall oversee the operations and maintenance of the pond. Confirmation of the executed agreement shall be provided to General Manager, Planning, Infrastructure and Economic Development Department.</p>	OTTAWA Planning
135.	NEW	The Owner agrees to prepare and submit a Storm Water Management Plan and describe how it is to be implemented in accordance with the current Stormwater Management Best Management Practices to the satisfaction of the City of Ottawa and South Nation Conservation. The plan should address both water quality and quantity concerns and any impact to the receiving watercourse. The plan should consider proposed on-lot controls to reduce the rate of runoff and minimize contaminant transportation. Models, assumptions and calculations of pre and post development runoff are to be included with this submission.	OTTAWA Planning CA
136.	NEW	The Owner agrees to prepare and submit a Sediment and Erosion Control Plan, appropriate to the site conditions, prior to the undertaking any site alterations (filling, grading, removal of vegetation etc.) and indicate how it is to be implemented during all the 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 City of Ottawa and South Nation Conservation.	OTTAWA Planning CA
137.	NEW	The Owner agrees to prepare and submit a Lot Grading and Drainage Plan and indicate how it is to be implemented to the satisfaction of the City of Ottawa and South Nation Conservation.	OTTAWA Planning CA
138.	NEW	The Owner acknowledges that portions of the development lands are subject to the South Nation Conservation Authority's "Development, Interference with Wetlands and Alterations to Shorelines and Watercourses" regulation, made under Section 28 of the Conservation Authorities Act, R.S.O. 1990, c. C.27, as amended. The regulation requires that the Owner of the property obtain a permit from the Conservation Authority prior to straightening, changing, diverting, or interfering in any way with any watercourse, including headwater drainage features. Further, any development on the property, including grading and placement of fill, within and 15m adjacent to the 1:100 year floodplain will require a permit from SNC and restrictions may apply.	OTTAWA Planning CA

139.	NEW	The Owner acknowledges and agrees that the limits of the fill and the Regulatory Floodplain boundaries as defined by the South Nation Conservation Authority shall be shown on the Plan of Subdivision.	OTTAWA Planning CA
140.	NEW	<p>Prior to the registration of the Subdivision, or of each phase thereof, the Owner acknowledges and agrees to ensure that the environmental impact statement and/or the tree conservation plan are updated as necessary to reflect the final plan as approved, and to address any changes to the anticipated impact and recommended mitigation measures that may be required as a result of changes to the draft plan, or changes in the known environmental context of the site. This update shall be to the satisfaction of the General Manager, Planning, Infrastructure and Economic Development, and shall include, but not be limited to, the following:</p> <ul style="list-style-type: none"> <li data-bbox="451 709 1422 1066">(i) A review of the current list of Species at Risk in Ottawa and the associated regulatory lists at the provincial and national level, in comparison with the species list of the site compiles as part of the Environmental Impact Statement and the most recent species occurrence data available from the Natural Heritage Information Centre. The purpose of this review is to ensure that any species at risk either added to the regulations or discovered in the vicinity of the site since the submission of the original Environmental Impact Statement are not overlooked. <li data-bbox="451 1073 1422 1251">(ii) Re-assessment of the anticipated impacts, based on the final plan (if changes have occurred since the Environmental Impact Statement submission) and on any new information or additional details about the proposed development that may be available. <li data-bbox="451 1257 1422 1472">(iii) Confirmation that the significant features and ecological functions are protected from negative impacts, with any necessary adjustments to the recommended mitigation measures to reflect changes in the draft plan, or recommendation of additional mitigation measures if warranted. 	OTTAWA Planning
141.	NEW	The Owner acknowledges and agrees that at the completion of each phase of the development, and prior to the commencement of each subsequent phase, the Owner shall ensure that these conditions of approval and associated mitigation measures as described in the Environmental Impact Statement and/or Tree Conservation Report have been implemented to the satisfaction of the General Manager, Planning, Infrastructure and Economic Development Department.	OTTAWA Planning
		<u>Sanitary Services</u>	

142.	SS1	The Owner agrees to submit detailed municipal servicing plans, prepared by a Professional Civil Engineer licensed in the Province of Ontario, to the General Manager, Planning, Infrastructure and Economic Development Department.	OTTAWA Planning
143.	SS2	Where the Owner is required under this Agreement to provide and install sanitary sewers of a diameter larger and/or at a greater depth than would be required to service the area to be developed, as detailed in the approved plans of this agreement, the Owner shall convey to the City such 0.3m reserves as may be necessary to prevent the Owners and developers of adjacent lands from making connections to the sanitary sewers installed by the Owner, the City will, insofar as it legally may, require other persons connecting to the sewer to pay an equitable share of the cost thereof to the Owner. The amount of payment shall be determined by the General Manager, Planning, Infrastructure and Economic Development Department.	OTTAWA Planning
144.	SS3	As the Owner proposes a road allowance(s) of less than 20 metres, and if the Owner also proposed boulevards between 4.0 and 5.0 metres wide, the Owner shall meet the following requirements: <ul style="list-style-type: none"> a) extend water, sanitary, and storm services a minimum of 2.0 metres onto private property during installation before being capped; b) install high voltage electrical cable through the transformer foundations to maintain adequate clearance from the gas main; c) provide and install conduits as required by each utility; d) provide and install transformer security walls when a 3.0 metres clearance, as required by the Electrical Code, cannot be maintained. The design and location of the security wall must be approved by the local hydro utility; and e) install all road-crossing ducts at a depth not to exceed 1.2 metres from top of duct to final grade. 	OTTAWA Planning
145.	NEW	The Owner acknowledges and agrees that the storm and sanitary sewer outlet for Phase 5 & 6 will be through other lands. The Owner acknowledges and agrees that early servicing will not be issued until the required outlets are in place. This shall be to the satisfaction of the General Manager, Planning, Infrastructure and Economic Development Department.	OTTAWA Planning
	NEW	DELETED	OTTAWA Planning
		<u>Water Services</u>	

146.	W1	The Owner agrees to design and construct all necessary watermains and the details of water servicing and metering for the lots abutting the watermains within the subject lands. The Owner shall pay all related costs, including the cost of connection, inspection and sterilization by City personnel, as well as the supply and installation of water meters by the City.	OTTAWA Planning
147.	W2	The Owner shall prepare, at its cost, a hydraulic network analysis of the proposed water plant within the Plan of Subdivision and as it relates to the existing infrastructure. This analysis shall be submitted for review and approval as part of the water plant design submission.	OTTAWA Planning
148.	W3	The Owner acknowledges and agrees not to permit any occupancy of buildings on the individual Lots described in Schedule "A" until the water plant has been installed, sterilized and placed in service to the satisfaction of the General Manager, Planning, Infrastructure and Economic Development Department.	OTTAWA Planning
149.	W4	The Owner further acknowledges and agrees that the service post, which is the fitting located near the property line that allows access to the shutoff valve, must be visible, raised to finished grade and in working condition in order for the City to turn on the service.	OTTAWA Planning
	W5	DELETED	OTTAWA Planning
150.	W6	The Owner acknowledges and agrees not to apply for, nor shall the City issue, building permits for more than 50 dwelling units (or the equivalent) where the watermain for such units is not looped. Any unit serviced by an looped watermain that is not looped shall be required to have sufficient fire protection, to the satisfaction of the General Manager, Planning, Infrastructure and Economic Development Department.	OTTAWA Planning
151.	NEW	The Owner acknowledges and agrees to provide acceptable potable water to the residents serviced off the watermain in the Subdivision until such time the subdivision is fully occupied. Furthermore, it is recognized that at times there may not be enough residents to draw off the newly installed watermain whereby the water quality is poor and not acceptable for public consumption. The Owner agrees to install a City W32.1 chamber until the water quality is acceptable for residential use. A water account will be generated including billing to the Owner and remain in place until City Environmental Services staff via water quality testing deem the W32.1 chamber can be removed. Should at any time the Owner be requested via the City to install a W32.1 Chamber or a secondary chamber the location shall be as per their	OTTAWA Planning

		Consultants recommendations. Installations and removal costs shall be born by the Owner.	
		<u>Serviced Lands</u>	
152.	SL1	<p>The Owner shall be responsible for the provisions of the following works, including oversizing and over depth (where appropriate), at its cost, in accordance with plans approved by the General Manager, Planning, Infrastructure and Economic Development Department, and/or the Province:</p> <ul style="list-style-type: none"> a. Watermains; b. Sanitary Sewers; c. Storm Sewers; d. Roads and traffic plant(s); e. Street Lights; f. Sidewalks; g. Landscaping; h. Street name, municipal numbering, and traffic signs; i. Stormwater management facilities; and j. Grade Control and Drainage. 	OTTAWA Planning
153.	SL2	The Owner shall not commence construction of any Works or cause or permit the commencement of any Works until the City issues a Commence Work Notification, and only then in accordance with the conditions contained therein.	OTTAWA Planning
154.	SL3	The Owner agrees to provide services oversized and over depth to service lands beyond the limits of the subdivision as required and to the satisfaction of the General Manager, Planning, Infrastructure and Economic Development Department.	OTTAWA Planning
155.	SL3	The Owner shall not be entitled to a building permit, early servicing, or commencement of work construction until they can demonstrate that there is adequate road, sanitary, storm, and watermain capacity and any Environmental Compliance Approvals (ECA) necessary are approved. All are to the satisfaction of the General Manager, Planning, Infrastructure and Economic Development Department.	OTTAWA Planning
		<u>Utilities</u>	
156.	U1	The Owner is hereby advised that prior to commencing any work within the Draft Plan, the Owner must confirm that sufficient wire-line communication /telecommunication infrastructure is currently available to the proposed development to provide	OTTAWA Planning

		communication/telecommunication service to the proposed development. In the event that such infrastructure is not available, the Owner is hereby advised that the Owner shall ensure, at no cost to the City, the connection to and/or extension of the existing communication / telecommunication infrastructure. The Owner shall be required to demonstrate to the municipality that sufficient communication /telecommunication infrastructure facilities are available within the proposed development to enable, at a minimum, the effective delivery of communication /telecommunication for emergency management services (i.e. 911 Emergency Services).	
	H1 to HR10	DELETED	Hydro Ottawa
157.	NEW	The Owner shall pre-consult with Hydro One for any proposed reduction to the City of Ottawa three-metre minimum standard setback prior to designing the electrical servicing, as it may affect the electrical servicing design, timeline for installation and cost; this includes any proposed overhang encroachment into the 3m-setback space at max sag and swing of conductors.	Hydro One
158.	NEW	The Owner may be required to enter into an Electrical Servicing Agreement with Hydro One, to the satisfaction of Hydro One.	Hydro One
159.	NEW	The Owner may be responsible for a Capital Contribution payment(s) towards a distribution system expansion, if the proposed development requires electrical servicing greater than can be provided by the existing distribution system in the vicinity, either in capacity or in extension limit. This amount shall be in accordance with Hydro One's Contributed Capital Policy and Conditions of Service.	Hydro One
160.	NEW	Hydro One's standard distribution network is overhead for any voltage system along or through open fields, business parks, rural areas, arterial, major collector and collector roads; any additional premium costs beyond the standard shall be at the Owner's cost; in all instances, electrical distribution above 27kV shall be via overhead distribution.	Hydro One
161.	NEW	The Owner shall be responsible for servicing the buildings within the property. Only one service entrance per property shall be permitted.	Hydro One
162.	NEW	Prior to commencement of any construction activities, the Owner shall inform Hydro One of any acute shock construction process or rubbelization to be used during construction, and apply Hydro One's work procedure UDS0022 "Protecting Electrical Distribution Underground Plant & Support Structures from Acute Shock Construction Processes". The Owner shall be responsible for any damage to Hydro One distribution assets.	Hydro One

163.	NEW	Hydro One prohibits any change of grade that results in reduced life expectancy of the asset. Any change in grade of more than 0.3m in the vicinity of proposed or existing electric utility equipment shall be reviewed with Hydro One. The proposed grade change around XX [state where] is more than 0.3m.	Hydro One
164.	NEW	The Owner shall ensure that any landscaping or surface finishing does not encroach into existing or proposed Hydro One's overhead or underground assets or easement. When proposing to place plantings in proximity of existing power lines, the Owner shall refer to ESA's guidelines to "Planting Under or Around Powerlines or Electrical Equipment". The shrub or tree location and expected growth must be considered. If any Hydro One related activity requires the trimming, cutting or removal of vegetation, or removal of other landscaping or surface finishing, the activity and the re-instatement shall be at the Owner's expense.	Hydro One
165.	NEW	The Owner is advised that there are overhead medium voltage overhead lines along the East and West side of the property. The Owner shall ensure that no personnel or equipment encroaches within three metres (3.0m) of the Hydro One overhead medium voltage distribution lines, unless approved by Hydro One. The Owner shall contact Hydro One prior to commencing work when proposing to work within 3.0m of the Hydro One distribution lines as noted above. No such work shall commence without approval of Hydro One.	Hydro One
166.	NEW	<p>The Owner acknowledges and agrees that prior to commencing Works identified within the Draft Plan; it shall confirm the proposed development is sufficiently serviced by all necessary utilities. The Owner further agrees to comply with all relevant and existing utility Conditions of Service, construction processes and guidelines. The Owner further agrees it shall be responsible for engaging the providers of any necessary utilities to determine servicing for the proposed development and that it shall be responsible for all costs relating to the relocation, placement and/or upgrade of existing or future utility infrastructure for the proposed development. The Owner shall be required to demonstrate to the satisfaction of the General Manager, Planning, Infrastructure and Economic Development that sufficient utility servicing and infrastructure exist to service the proposed development and that communication / telecommunication infrastructure facilities are available, at a minimum, for the delivery of emergency management services.</p> <p>The Owner acknowledges and agrees to convey, at their cost, any easements as may be required by the necessary utilities and agrees to</p>	Hydro One

		abide by all conditions of the City's inhibiting order. The Owner further acknowledges and agrees that such easements shall not be granted on any lands being conveyed to the City, or those proposed to be conveyed to the City. Should any lands owned or proposed to be owned by the City be encumbered as a result of these conditions, the Owner shall bear the sole responsibility and costs associated with correcting such actions, including but not limited to the conveyance of additional lands, the relocation of any such easements or infrastructure as may be deemed appropriate by the General Manager, Planning, Infrastructure and Economic Development.	
		<u>Fire Services</u>	
167.	FUS1	The Owner acknowledges and agrees that if two-hour firewalls, active fire protection measures such as sprinkler systems, and/or minimum building separations are required to comply with the FUS calculation as per the City Design Guidelines for water distribution systems, the Owner shall note any such requirements on the grading plan. The Owner shall, prior to registration, provide certified plans demonstrating the locations of such oversized services and/or oversized plumbing to compensate for low peak hour pressures in the local water distribution system. All are to the satisfaction of the General Manager of Planning, Infrastructure and Economic Development Department.	OTTAWA Planning
168.	FUS2	The Owner acknowledges and agrees that measures which include, but are not limited to, active fire protection measures such as sprinkler systems, two-hour firewalls that compartmentalize the structure into separate fire areas, and oversized services and/or oversized plumbing shall require the posting of securities to guarantee their installation, prior to registration. The securities will be released upon receiving a letter signed and sealed by a Professional Engineer licensed in the Province of Ontario certifying that construction was carried out in accordance with the approved drawing(s)/plan(s). All are to the satisfaction of the General Manager of Planning, Infrastructure and Economic Development Department.	OTTAWA Planning
169.	FUS3	The Owner shall insert a clause in each agreement of purchase and sale and Deed for lands wherein the dwelling contains, or intends to contain, a sprinkler system as follows: "Purchasers are advised that they must maintain the sprinkler system in working order to the satisfaction of the City's Fire Department. The Purchaser agrees to include this clause in any future purchase and sale agreements."	OTTAWA Planning

170. FUS4	The Owner acknowledges and agrees that it shall, in the case of insufficient fire flow availability or excessive water age and loss of water disinfectant residual, provide active fire protection options such as sprinkler systems, two-hour firewalls or fire breaks that compartmentalize the structures into separate fire areas, as may be required, to limit the sizing of crescent, dead-end, and other distribution mains to a nominal size of no more that 200mm. All are to be determined by and to the satisfaction of the General Manager of Planning, Infrastructure and Economic Development Department.	OTTAWA Planning
	<u>Noise Attenuation</u>	
171. N1	<p>The Owner shall have a Noise Study undertaken related to noise assessment and land use planning with respect to noises generated by moving and stationary sources prepared by a Professional Engineer, licensed in the province of Ontario to the satisfaction and approval of the General Manager, Planning, Infrastructure and Economic Development Department. The Study shall comply with:</p> <ul style="list-style-type: none"> i. the City of Ottawa’s Environmental Noise Control Guidelines, as amended; and ii. address, and be in accordance with, the current version of the Association of Professional Engineers of Ontario Guidelines for Professional Engineers providing Acoustical Engineering Services in Land Use Planning. <p>The study shall provide all specific details on the methods and measures required to attenuate any noise that exceeds the allowable noise limits in locations as determined by the recommendations of the Noise Assessment Study.</p>	OTTAWA Planning
172. N2	Where structural mitigation measures are required as a result of the Noise Assessment Study, the Owner shall provide, prior to final building inspection, certification to the General Manager, Planning, Infrastructure and Economic Development Department, through a Professional Engineer, that the noise control measures have been implemented in accordance with the approved study.	OTTAWA Planning
173. N3	The Owner is advised that if the lands are located within the Composite 25 or 30 Noise Contours and the Airport Operations Influence Zone line for the Ottawa-MacDonald Cartier International Airport, despite any measures used to attenuate aircraft noise, noise due to aircraft operations may continue to interfere with some indoor and outdoor activities for the residences, particularly during the summer months. The City is not responsible if, regardless of the implementations of noise	OTTAWA Planning Airport Authority

		control measures, the purchaser or occupant of the dwellings finds the noise levels due to aircraft noise offensive and a concern.	
174.	N4	<p>The Owner agrees that all purchase and sale agreements, and the Deed(s) for the whole or any part of the lot/block on the Plan of Subdivision shall contain the following clauses that shall be incorporated in all Transfers/Deeds from the Owner so that the clauses shall be covenants running with the lands in the Subdivision.</p> <p><i>NOTE TO STAFF: The following warning clauses may be used individually or in combination as appropriate for the case (modifications to the warning clauses may be implemented by the City for site specific cases). Where included, the following warning clauses shall be incorporated into agreements of purchase and sale for the whole or any part of a lot or block on the Plan of Subdivision deemed to be affected by noise, and registered separately against the title. For further information on warning clauses, reference is made to the Ministry of the Environment document Procedure D-6-4, Appendix D: MCCR Bulletin No. 91003, "Environmental Warning/Restrictions and Table 1.13 of the City's Environmental Noise Control Guidelines.</i></p>	OTTAWA Planning Legal
175.		<p>Warning Clause Type A: "Transferees are advised that sound levels due to increasing (road) (Transitway) (rail) (air) traffic may occasionally interfere with some activities of the dwelling occupants as the sound levels exceed the City's and the Ministry of the Environment's noise criteria."</p>	OTTAWA Planning Legal
176.		<p>Warning Clause Type B: "Transferees are advised that despite the inclusion of noise control features in the development and within the building units, sound levels due to increasing (road) (Transitway) (rail) (air) traffic may on occasions interfere with some activities of the dwelling occupants as the sound levels exceed the City's and the Ministry of the Environment's noise criteria."</p>	
177.		<p>Warning Clause Type C: "This dwelling unit has been fitted with a forced air heating system and the ducting, etc. was sized to accommodate central air conditioning. Installation of central air conditioning by the occupant will allow windows and exterior doors to remain closed, thereby ensuring that the indoor sound levels are within the City's and the Ministry of the Environment's noise criteria. (Note: The location and installation of the outdoor air conditioning device should comply with the noise criteria of MOE Publication NPC-216, Residential Air Conditioning Devices and thus minimize the noise impacts both on and in the immediate vicinity of the subject property.)"</p>	

178.	Warning Clause Type D "This dwelling unit 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 City's and the Ministry of the Environment's noise criteria."
179.	Warning Clause Type E "Purchasers/Tenants are advised that due to the proximity of the adjacent industry (facility) (utility), sound levels from the industry (facility) (utility) may at times be audible."
180.	Warning Clause Type F "The Transferee for himself, his heirs, executors, administrators, successors and assigns acknowledges being advised that the property/dwelling unit is located in a noise sensitive area due to its proximity to railway facilities and that noise, due to rail operations may interfere year round with some indoor activities and with outdoor activities, particularly during the summer months. The Transferee for himself, his heirs, executors, administrators, successors and assigns also acknowledges being advised that the railway operates 24 hours a day, which may affect the living environment of the residents of the property/area. The Transferee further acknowledges that the Canadian National Railway Company and the City of Ottawa are not responsible if the Transferee for himself, his heirs, executors, administrators, successor and assigns, finds that the noise levels due to rail operations, continue to be a concern or are offensive."
181.	Warning Clause Type G "The Transferee for himself, his heirs, executors, administrators, successors and assigns acknowledges being advised that the property/dwelling unit is located in a noise and vibration sensitive area due to its proximity to railway facilities and that noise and/or vibration, due to rail operations may interfere year round with some indoor activities and with outdoor activities, particularly during the summer months. The Transferee for himself, his heirs, executors, administrators, successors and assigns also acknowledges being advised that the railway operates 24 hours a day, which may affect the living environment of the residents of the property/area. The Transferee further acknowledges that the Canadian National Railway Company and the City of Ottawa are not responsible if the Transferee for himself, his heirs, executors, administrators, successors and assigns, finds that the noise and/or vibration due to rail operations, continue to be of concern or are offensive."
	<u>Land Transfers</u>

182.	LT1	<p>The Owner shall convey, at no cost to the City, all lands required for public purposes, including but not limited to, reserves, road widenings, daylighting triangles, walkway blocks, open space blocks, and lands required for parks (or cash-in-lieu thereof) and for stormwater management. In particular, the Owner agrees to convey the following lands:</p> <ul style="list-style-type: none"> i. Pathway, Walkway or Servicing Blocks –476, 477, 478, 479, 480, 481, 482, 496, ii. Watercourses (buffer strips/riparian corridors) –Blocks 486, 488 iii. Park Blocks – Blocks 460, 484, 485 iv. Storm Water Management Blocks – Block 487 v. Road Widening Blocks – Block 495 vi. 0.3 m Reserve Blocks – 490, 491,492, 493, 494 vii. Daylighting Triangles – 	OTTAWA Planning Legal
183.	LT2	<p>The Owner agrees to convey, at no cost to the City, any easements that may be required for the provision of water and wastewater systems, in addition to underground or overland stormwater drainage systems.</p>	OTTAWA Planning Legal
184.	NEW	<p>In accordance with the City’s Official Plan, and the approved area Secondary Plan, the Owner shall convey, at no cost to the City, the following lands as part of the Natural Heritage System and as an Urban Natural Feature illustrated on Schedule B of the Official Plan prior to Registration of Phase 4 of the Subdivision: Blocks 486 and 488 comprising the McKinnon’s Creek Corridor and the associated setback. Final configuration of the Blocks shall be to the satisfaction of the General Manager, Planning, Infrastructure and Economic Development Department and South Nation Conservation Authority. These lands shall not be credited towards determining parkland dedication requirements.</p>	OTTAWA Planning Legal
185.	NEW	<p>The Owner acknowledges and agrees that prior to the expansion of SWM Pond N5, that a cost-sharing agreement between current operator and the Owner shall be prepared. This cost-sharing agreement shall include details on the operation of the pond, future maintenance of the pond, future phasing of construction and landscaping of the pond.</p> <p>The cost-sharing agreement between the current operator and the Owner shall identify a single point of contact that shall oversee the operations and maintenance of the pond. This shall be to the satisfaction of the General Manager, Planning, Infrastructure and Economic Development Department.</p>	OTTAWA Planning Legal

186.	NEW	The Owner shall grant to the City a Blanket Easement over the lands, with the right and license of free, uninterrupted, unimpeded and unobstructed access to the City, its servants, agents, contractors, and sub-contractors, to enter on and to pass at any and all times, on, over, along and upon the Lands with or without vehicles, supplies, machinery and equipment for all purposes necessary or convenient to construct, maintain, repair the City owned portion of McKinnons Creek.	OTTAWA Planning Legal
187.	NEW	Inhibiting Order – Lots 281 to 294 The Owner acknowledges and agrees that Lots 281 to 294 shall be frozen from development and the Inhibiting Order will remain registered on the titles of Lots 281 to 294 until such time as Block 497 is opened or registered as a public road and intersects with Jerome Jodoin Drive. All costs shall be borne by the Owner(s). This shall be to the satisfaction General Manager, Infrastructure and Economic Development Department	OTTAWA Planning Legal
188.	NEW	Inhibiting Order – Blocks 461, 462, 463, 464, 465, 466, 467, 468, 469, 470, 471, 472, 473, 474 and 483 The Owner acknowledges and agrees that Blocks 461, 462, 463, 464, 465, 466, 467, 468, 469, 470, 471, 472, 473, 474 and 483 shall be frozen from development and the Inhibiting Order will remain registered on the title of each block until such time as lands south of the subdivision are added to each respective block in order to meet zoning requirements and servicing has been made available. This shall be completed to the satisfaction General Manager, Planning, Infrastructure and Economic Development.	OTTAWA Planning Legal
189.	NEW	Inhibiting Order – Blocks 473, 474, 481, 484, 486, 487, 488, 489, 496 and Lots 128-140 (inclusive), Lots 144 to 148 (inclusive), Lots 331 to 333 (inclusive), Lots 337 to 350 (inclusive), and Lots 360 to 365 (inclusive) The Owner acknowledges and agrees that the lands identified as Special Study Area on the Draft Plan of Subdivision shall remain frozen from development pending approval from South Nation River Conservation Authority to amend the fill and floodplain mapping. An Inhibiting Order shall remain on Blocks 473, 474, 481, 484, 486, 487, 488, 489, 496 and Lots 128-140 (inclusive), Lots 144 to 148 (inclusive), Lots 331 to 333 (inclusive), Lots 337 to 350 (inclusive), and Lots 360 to 365 (inclusive) until such a time as south Nation Conservation Authority removes this area from the floodplain mapping and the flooplain overlay in the Official Plan and the Comprehensive Zoning By-law (2008-250) are removed.	OTTAWA Planning Legal
		<u>Blasting</u>	
190.	B1	The Owner agree that all blasting activities will conform to the City of Ottawa’s standard S.P. No: F-1201 Use of Explosives. Prior to any blasting activities, a pre-blast survey shall be prepared as per F-1201, at the Owner expense for all buildings, utilities, structures, water wells, and facilities likely to be affected by the blast and those within 75 m of the location where explosives are to be used. The standard inspection procedure shall include the provision of an explanatory letter to the	OTTAWA Planning

		owner or occupant and owner with a formal request for permission to carry out an inspection. The Owner agree to provide a Notification Letter in compliance with City specification F-1201. Specification indicates that a minimum of 15 Business days prior to blasting the Contractor shall provide written notice to all owner(s) and tenants of buildings or facilities within a minimum of 150m of the blasting location. The Owner agrees to submit a copy of the Notification Letter to the City.	
		<u>Development Charges By-law</u>	
191.	DC1	The Owner acknowledges that some of the works of the Subdivision are eligible for development charges revenues pursuant to the City's applicable Development Charges By-law and background study, as well as budget approval by City Council where required. Such contributions are to be determined and agreed to by the City, prior to the commencement of the associated Works or as agreed to by the City. The Owner agrees to enter into any agreements that may be required pursuant to the applicable Development Charges By-law.	OTTAWA Planning Legal
192.	DC2	The Owner shall inform the purchaser after registration of each lot or block of the development charges that have been paid or which are still applicable to the lot or block. The applicable development charges shall be as stated as of the time of the conveyance of the relevant lot or block and the statement shall be provided at the time of the conveyance. The statement of the Owner of the applicable development charges shall also contain the statement that the development charges are subject to changes in accordance with the <i>Development Charges Act, 1997</i> and the <i>Education Development Charges Act</i> .	OTTAWA Planning Legal
193.	DC3	The Owner acknowledges and agrees to enter into any front-ending agreements with the City of Ottawa for the Tenth Line Pumping Station capacity upgrades that are anticipated to be required in advance of the time as approved by Council. The City shall repay the Owner for the cost of works as noted herein in accordance with the approved Front-Ending Policy of the City's Development Charge By-law, and subject to budget approval of the required expenditure by City Council in the year in which it is approved.	OTTAWA Planning Legal
194.	DC4	The Owner acknowledges that for building permits issued after January 15, 2010, payment of non-residential development charges, excluding development charges for institutional developments, may be calculated in two installments at the option of the Owner, such option to be exercised by the Owner at the time of the application for the building	OTTAWA Planning Legal

		<p>permit. The non-discounted portion of the development charge shall be paid at the time of issuance of the building permit and the discounted portion of the development charge shall be payable a maximum of two years from the date of issuance of the initial building permit subject to the following conditions:</p> <ul style="list-style-type: none"> a) a written acknowledgement from the Owner of the obligation to pay the discounted portion of the development charges; b) no reduction in the Letter of Credit below the amount of the outstanding discounted development charges; and c) indexing of the development charges in accordance with the provisions of the Development Charges By-law. <p>The Owner further acknowledges that Council may terminate the eligibility for this two-stage payment at any time without notice, including for the lands subject to this agreement and including for a building permit for which an application has been filed but not yet issued.</p> <p>For the purposes of this provision, “discounted portion” means the costs of eligible services, except fire, police and engineered services that are subject to 90% cost recovery of growth-related net capital costs for purposes of funding from development charges. The 10% discounted portion, for applicable services, must be financed from non-development charge revenue sources.</p> <p>“Non-discounted portion” means the costs of eligible services, fire, police and engineered services, that are subject to 100% cost recovery of growth-related net capital costs for purposes of funding from development charges.</p>	
		<u>Survey Requirements</u>	
195.	Surv1	The Owner shall provide the final plan intended for registration in a digital format that is compatible with the City’s computerized system. (ALWAYS REQUIRED)	OTTAWA Planning
196.	Surv2	The Plan of Subdivision shall be referenced to the Horizontal Control Network in accordance with the City requirements and guidelines for referencing legal surveys.	OTTAWA Surveys
197.	Surv3	The distance from the travelled Centreline of all existing adjacent roads to the subdivision boundary should be set out in the Plan of Subdivision.	OTTAWA Surveys
198.	NEW	<u>Landowners Group and Cost-Sharing Agreement</u>	OTTAWA Legal

		Prior to registration of Phase 4, the Owner agrees to provide the City with a clearance letter from the trustee of the [identify] Landowners Group, confirming that the Owner is party to the [identify] Landowners Group and that Cost Sharing Agreements (if applicable) and all of the obligations, financial and otherwise, of the landowner(s) of this subdivision have been fulfilled pursuant to the Landowners Agreement.	
199.	NEW	The Subdivision Agreement and Agreement of Purchase and Sales shall contain wording acceptable to the South Nation Conservation that all requested conditions will be implemented.	CA
		<u>Closing Conditions</u>	
200.	C1	The City Subdivision Agreement shall state that the conditions run with the land and are binding on the Owner's, heirs, successors and assigns.	OTTAWA Legal
201.	C2	[Bill 163 and 20] At any time prior to final approval of this plan for registration, the City may, in accordance with Section 51 (44) of the <i>Planning Act</i> , amend, delete or add to the conditions and this may include the need for amended or new studies.	OTTAWA Legal
202.	C3	Prior to registration of the Plan of Subdivision, the City is to be satisfied that conditions 1 to 205 have been fulfilled.	OTTAWA Planning
203.	C4	The Owner covenants and agrees that should damage be caused to any of the Works in this Subdivision by any action or lack of any action whatsoever on its part, the General Manager, Planning, Infrastructure and Economic Development Department may serve notice to the Owner to have the damage repaired and if such notification is without effect for a period of two full days after such notice, the General Manager, Planning, Infrastructure and Economic Development Department may cause the damage to be repaired and shall recover the costs of the repair plus the Management Fees under Section 427, of the <i>Municipal Act, 2001</i> , like manner as municipal taxes.	OTTAWA Planning
204.	C5	[Bill 163 and 20] If the Plan(s) of Subdivision, including all phases within the draft approved plan of subdivision, has not been registered by <i>May 29, 2022</i> , the draft approval shall lapse pursuant to Section 51 (32) of the <i>Planning Act</i> . Extensions may only be granted under the provisions of Section 51 (33) of said <i>Planning Act</i> prior to the lapsing date.	OTTAWA Planning

205. C6	The owner shall pay any outstanding taxes owing to the City of Ottawa prior to registration. (ALWAYS REQUIRED)	OTTAWA Planning Revenue

ⁱ For Clearing Agencies:

- “Planning” refers to Planning Services.
- “LG” refers to applicable landowners group, such as Kanata North (KNLG), Kanata West (KWLG), Fernbank (FLG), East Urban (EULG), Manotick SDA (MLG), and Barrhaven South (BSLG).
- “CA” refers to applicable conservation authorities, including RVCA, MVCA, and SNCA.
- “Legal” refers to Legal Services.
- “Parks” refers to Parks and Facilities Planning Services.
- “BCS” refers to Building Code Services.
- “Transit” refers to Transit Planning.
- “Transpo Plg” refers to Transportation Planning.
- “Forestry” refers to Forest Management.
- “MTCS” refers to the Ministry of Tourism, Culture and Sport.
- “Revenue” refers to Revenue Services.
- “Surveys” refers to Surveys & Mapping/City Surveyor.