

MENU OF CONDITIONS
FOR DRAFT APPROVAL
PROVENCE ORLEANS REALTY INVESTMENTS INC.
2128 TRIM ROAD AND 705 AQUAVIEW DRIVE

DRAFT APPROVED DD/MM/YYYY

The City of Ottawa's conditions applying to the draft approval of Provence Orleans Realty Investments Inc. Subdivision (File No. D07-16-18-0021), 2128 Trim Road and 705 Aquaview Drive, are as follows:

	<p>This approval applies to the draft plan certified by Annis, O'Sullivan, Vollebakk Ltd, Ontario Land Surveyor, dated February 1st, 2019, showing 295 Residential Lots, 17 Residential Blocks, 10 streets, # residential blocks, 3 pathway blocks, 1 park blocks, 2 Transit corridor 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:</p> <ol style="list-style-type: none">1) Planning Rationale, Design Brief & Integrated Environmental Review Statement (IERS) in Support of Applications for Subdivision & Zoning By-law Amendment, Notting Hill Subdivision, 2128 Trim Road, prepared by Novatech, Revision 3, dated November 9, 20182) Transportation Impact Assessment, prepared by Novatech, Revision 2, dated November 13, 2018.3) Geotechnical Investigation, prepared by Paterson Group, dated July 5, 2018.4) Phase 1 Environmental Site Assessment, prepared by Paterson Group, dated January 20, 2018.5) Tree Conservation Report and Environmental Impact Statement, prepared by Muncaster Environmental Planning Inc., Revision 2, dated September 10, 2018.6) Site Servicing and Stormwater Management Design Brief, prepared by Novatech, Revision 4, dated March 31, 2019.7) Stage 1 Archaeological Assessment, prepared by Paterson Group, dated March 15, 2018.8) Stage 2 Archaeological Assessment, prepared by Paterson Group, dated June 20, 2018.9) Noise Impact Feasibility Report, prepared by Novatech, dated June 29, 2018.	
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		Subject to the conditions below, these plans and reports may require updating and/or additional details prior to final approval.	
		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 Agency¹</u>
		<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 reduced rate 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 (+HST) and a park review and inspection fee will be based on 4% (+HST) of the total value of the park works as noted herein and in accordance with the City's Fees By-law for planning applications (By-law No. 2018-24 or as amended).</p>	OTTAWA Planning
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	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	OTTAWA Legal

		<p>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>	
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.		<p><u>Shop Drawings</u></p> <p>The Owner acknowledges and agrees that their contractor is required to provide Shop Drawings for any special structures typically not available as per the City detail standards and product listing to the satisfaction of the General Manager, Planning, Infrastructure & Economic Development Department prior to installations of those works. Shop drawings shall be stamped and signed by a professional Engineer licensed in the Province of Ontario. All costs for Shop Drawings shall be borne by the Owner or his contractors.</p>	OTTAWA Planning
8.		The Owner acknowledges and agrees that their contractor is required to provide Shop Drawings for TWSI's as per the City S.P. No. F-3512 to the City to the satisfaction of the General Manager, Planning, Infrastructure & Economic Development Department.	OTTAWA Planning
		<u>Zoning</u>	
9.	Z1	The Owner agrees that prior to registration of the Plan of Subdivision, the Owner shall ensure that the proposed Plan of Subdivision shall conform	OTTAWA Planning

		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.	
10.	Z2	The Owner undertakes and agrees that prior to the registration 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
		<u>Roadway Modifications</u>	
11.	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	<p>The Owner agrees to provide a Development Information Form and Geometric Plan indicating:</p> <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
13.	RM7	<p>Where traffic calming is identified, the Owner acknowledges and agrees to implement traffic calming measures on roads within the limits of their subdivision to limit vehicular speed and improve pedestrian safety. The Owner further acknowledges and agrees that the detailed design for new roads will include the recommendation(s) from the required supporting transportation studies.</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; • pavement markings/signage; and 	OTTAWA Planning

		<ul style="list-style-type: none"> temporary/seasonal installations such as flexi posts or removable bollards. <p>These measures will be installed at the following locations as well as the approaches to these locations to the satisfaction of the General Manager, Planning, Infrastructure and Economic Development.</p> <ul style="list-style-type: none"> (i) Easterly intersection of Street No. 1 and Street No. 4; (ii) Intersection of Street No. 3, Street No. 1 and Street No. 5; (iii) Street No. 3 and the southern leg of Street No. 7 (Park Block) (iv) Provence Avenue 	
14.		The Owner acknowledges and agrees to install a pedestrian crossing (PXO) Type B, C or D and may provide a raised crossing at the intersection of Street No. 1 and Provence Avenue and at the north leg of Street No. 7 at Provence Avenue to the satisfaction of the General Manager, Planning, Infrastructure and Economic Development.	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. Furthermore, 30cm reserves shall be provided and any lots impacted by these turn-arounds shall have an inhibiting order and be frozen from development until such time as the new phase is registered and adjacent lands are developed.	OTTAWA Planning
18.	HR4	If required, the Owner shall convey to the City, at no cost to the City, an unencumbered road widening along Trim Road, adjacent to the subdivision	OTTAWA Planning

		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.	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.	OTTAWA Planning Legal
20.	HR6	The Owner shall provide site triangles at the following locations on the final plan: <ul style="list-style-type: none"> Streets No. 1, 2, 3, 4, 5, 6, 7, 8, 9 and 10 	OTTAWA Planning Legal
21.	HR7	A 0.3 m reserve shall be indicated on the plan submitted for registration and conveyed at no cost to the City at the following locations: <ul style="list-style-type: none"> along streets, lots and blocks adjacent to Trim road, Provence Avenue, Portobello Boulevard and the Transit Corridor lands 	OTTAWA Planning Legal
22.	HR9	The Owner agrees to provide a construction traffic management plan for the subdivision prior to the earlier of registration of the Agreement or early servicing. Such plan shall be to the satisfaction of the General Manager, Planning, Infrastructure and Economic Development Department.	OTTAWA Planning
24.	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
25.	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, unless otherwise determined by the General Manager, Planning, Infrastructure and Economic Development Department.	OTTAWA Planning

27.	HR14	<p>Development on Private Streets - Block 310</p> <p>The Owner covenants and agrees to:</p> <ul style="list-style-type: none"> a) obtain approval for a condominium, or other agreement as deemed appropriate, which condominium or other agreement once registered on title, will set out the obligations between the co-Owners of the common elements for the operation and maintenance of the private streets, private watermain, private hydrants and private water services, such agreement to be to the satisfaction of the City Solicitor. b) design all private watermain within the subdivision to the satisfaction of the City, and it will pay all related costs, including the cost of connection, inspection, and disinfection by City personnel. c) install the private infrastructure services in accordance with the staging schedule approved by the City. 	OTTAWA Planning Legal
28.	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
30.		<p><u>Pavement Markings</u></p> <p>The Owner shall be responsible for 100% of the cost of temporary and final pavement markings. The City will apply the final pavement markings on the top lift of asphalt where applications are scheduled between 15 May and 15 November. Before 15 May or after 15 November the contractor is responsible for applying the final markings. The contractor, at all times, is responsible for applying and removing any temporary pavement markings required during construction, as well as installing all markings (including final markings) applied on base course asphalt.</p>	OTTAWA Planning
31.		<p><u>Signage</u></p> <p>The Owner shall be responsible for 100% of the cost of all temporary and permanent street name signs and traffic signs that may be required in accordance with City specifications.</p> <p>All temporary signs shall be installed and located by the Owner to the satisfaction of the City and installed prior to the City's acceptance of the roads within the subdivision. All permanent signs shall be installed and located by City forces.</p>	OTTAWA Planning

		<u>Public Transit</u>	
33.	PT1	<p>The Owner shall design and construct, at its expense, Street No. 1, which has/have been identified as a transit service route, 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:</p> <ul style="list-style-type: none"> • On the north side of Street No. 1 between Streets No. 2 and 3 • On the south side of Street No. 1 between Streets No. 4 and 5 	OTTAWA Planning Transit
34.	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 the operation of an efficient, high quality transit service at all stages of development.	OTTAWA Transit
35.	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
36.	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. The Owner will also ensure all prospective purchasers are advised of the location of the corridor within this development reserved for future transit.	OTTAWA Transit
37.	PT5	If deemed necessary, 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	OTTAWA Transit

		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.	
38.	PT6	In accordance with the City's Official Plan, the Owner covenants and agrees to convey Blocks 315, 316 and 320 to the City at no cost for the transit right-of-way and grade separation at Trim Road. The alignment of the transit corridor on the final plan shall be to the satisfaction of the General Manager, Planning, Infrastructure and Economic Development Department and the General Manager, Transportation Services.	OTTAWA Planning Transit
		<u>Geotechnical</u>	
39.		The Owner acknowledges and agrees that it shall retain the services of a geotechnical engineer, licensed in the Province of Ontario, to ensure that the recommendations of the Geotechnical Investigation Report, referenced in the list of approved reports herein, are fully implemented. The Owner further acknowledges and agrees that it shall provide the General Manager, Planning, Infrastructure and Economic Development Department with confirmation issued by the geotechnical engineer that the Owner has complied with all recommendations and provisions of the Report, prior to construction of the foundation and at the completion of the Works, which confirmation shall be to the satisfaction of the General Manager, Planning, Infrastructure and Economic Development Department.	OTTAWA Planning
40.	GT1	<p>Where special soils conditions exist, the Owner covenants and agrees that the following clause shall be incorporated into all agreements of purchase and sale for all lots and blocks, and included in the municipal covenant agreement against the title:</p> <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>	OTTAWA Planning

41.	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
42.	GT3	<p>Sensitive marine clay soils</p> <ul style="list-style-type: none"> 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. b) If trees are to be planted at less than 7.5 m from a building foundation, 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: <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). 	OTTAWA Planning

		<p>iii. Shrinkage Limit testing per ASTM D4943 with Shrinkage Limit (SL).</p> <p>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 sensitivity (generally <40% plasticity) or high sensitivity clay soils (generally >40% plasticity), as determined by the above tests and data.</p> <p>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> <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. 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>	
43.	GT4	The Owner agrees to provide a clause in the Purchase and Sale Agreement advising that this area contains sensitive marine clay soils where trees must be planted at least 7.5 metres from the building foundation in accordance with the approved Geotechnical Report.	OTTAWA Forestry
		<u>Pathways, Sidewalks, Walkways, Fencing, and Noise Barriers</u>	
44.	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 and Accessibility Design Standards, at no cost to the City, and to the satisfaction of the General Manager, Planning, Infrastructure and Economic Development Department.	
45.	S2	<p>The Owner shall construct a 3.0 metre wide multi-use pathway as well as fencing along the perimeter of the walkway block(s) and plantings in accordance with SC19 at the following locations:</p> <ul style="list-style-type: none"> • within Blocks 317 and 318 <p>Both multi-use pathways will be constructed and extended to connect to the existing Trans-Orléans pathway along the Transit corridor.</p>	OTTAWA Planning

46.	S3	<p>The Owner agrees to design and construct 1.8 metre wide sidewalks (unless otherwise noted) at the following locations:</p> <ul style="list-style-type: none"> • On the east side of Street No. 2 • On the west side of Street No. 3 • On the north side of Street No. 6 (north leg) • Along the south leg and on the south side of Streets No. 7 and Street No. 8 between Streets No. 2 and 3 • On both sides of Street No. 1 (2.0 metre wide sidewalks) 	OTTAWA Planning
47.	S4	<p>The Owner agrees to design and construct, fully accessible, a 10.0 metre wide servicing block, a 2.0 metre walkway connecting to the existing sidewalk on Salzburg Drive and related works through the length of the public lands, as identified on the Draft Plan in the following locations:</p> <ul style="list-style-type: none"> • Block 319 	OTTAWA Planning
48.	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"> • Salzburg Drive • Provence Avenue • Trim Road 	OTTAWA Planning
49.	S6	<p><u>Chain Link Fencing</u></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 to be determined at the time of registration at the following locations:</p> <ul style="list-style-type: none"> - At the rear of Lots 11 to 21, Lots 42 to 53 and Lots 273 to 282, Blocks 297, 298 and 310 abutting the Transitway Corridor (Blocks 315 and 316). <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

50.		<p><u>Other Fencing</u></p> <p>The Owner agrees to design and construct a 1.5 metre black vinyl-coated chain link or a 1.8 metre wood privacy fences or similar in a location to be determined at the time of registration with the adjacent landowner to the north (Ottawa Catholic School Board) in accordance with the Fence By-law at the following locations:</p> <ul style="list-style-type: none"> - At the rear of Lots 153 to 172 and Block 303. <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>	OTTAWA Planning
51.	S7	<p><u>Park Fencing</u></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"> • All lots abutting Park Block 313 <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 shall be located a minimum of 0.15 metres inside the property line of the park. Refer to Parks condition P13 for details.</p>	OTTAWA Planning Parks
52.	S8	<p><u>Wood Privacy Fencing</u></p> <p>a) The Owner agrees to design and construct a 1.8 metre wood privacy fences, to be determined at registration of each phase, in accordance with the Fence By-law at the following locations:</p> <ul style="list-style-type: none"> • All of Block 310 abutting residential uses • Lots 173 to 176 and Blocks 296, 297, 298, 299, 300, 301, 302, 303, 304, 305, 306, 307, 308, 309, 310, 311 and 312 abutting single detached residential uses or abutting existing residential uses. 	OTTAWA Planning

		b) The Owner agrees that any wood privacy fence required to be installed shall be located a minimum of 0.15 metres inside the property line of the private property.	
53.	S9	<p><u>Noise attenuation barriers</u></p> <p>a) The Owner agrees to design and erect at no cost to the City, noise attenuation barriers in accordance with City specifications and the Noise Control Study at the following locations:</p> <ul style="list-style-type: none"> • Lots 1, 2 and 35 and Blocks 311 and 312 abutting Aquaview Drive; • Lots 21 and 22 and Block 311 abutting Portobello Boulevard; • Lots 36 to 42 and Blocks 300, 301 and 303 abutting Provence Avenue; • Lots 84, 190, 191, 251, 266 and 292 and Blocks 296, 297, 298 and 299 abutting Street No. 1; • Lot 265 and Blocks 304, 305, 306 and 309 abutting Trim Road or residential lots along Trim Road. <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
54.	S10	<p>The Owner shall insert a clause in each agreement of purchase and sale and shall be registered as a notice on title in respect of all 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 the Owner 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
		<u>Landscaping/Streetscaping</u>	
55.	LS1	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).	OTTAWA Planning Forestry

		<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 and</p>	
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).</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>	OTTAWA Planning Forestry
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> <ul style="list-style-type: none"> a) The landscape plan shall include a note indicating that is has been developed as per the listed approved Geotechnical Report(s), to the satisfaction of the General Manager, Planning Infrastructure and Economic Development. 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 	OTTAWA Planning

		with the approved Landscape Plan, to the satisfaction of the General Manager, Planning Infrastructure and Economic Development.	
		<u>Tree Conservation</u>	
58.	TC1	<p>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 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 Planning
59.	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
		<u>Gateway Features</u>	
60.	GF1	<p>Community or Primary Neighbourhood Gateway Features on public land</p> <p>The Owner acknowledges and agrees that any proposed Community Gateway Features and Primary Neighbourhood Gateway Features shall be designed, constructed and certified by a qualified professional and shall be in accordance with the City's Design Guidelines for Development Application Gateway Features, applicable by-laws and policies.</p> <p>Prior to the earlier of registration or installation, the Owner shall deposit security to meet the on-going maintenance obligations of the Feature(s) by the Owner for a one-year period after the construction of the Feature. The security will not be reduced or released until the expiration of the one-year period and until the time a certification by a qualified professional confirming that the Feature is constructed in accordance with the Guidelines and approved plans and is in a good state of repair is provided. During the warranty period, the Owner shall be solely responsible for the on-going upkeep and maintenance of the Gateway Feature(s).</p> <p>The Owner shall, prior to registration, make a financial contribution (+HST) to the "Maintenance Fund" in accordance with the City's Design Guidelines for Development Application Gateway Features.</p> <p>All of the aforementioned are to the satisfaction of the General Manager, Planning, Infrastructure and Economic Development Department.</p>	OTTAWA Planning

61.	GF2	<p>Secondary Neighbourhood Gateway Features on public land</p> <p>The Owner acknowledges and agrees that any proposed Secondary Neighbourhood Gateway Feature(s) is temporary only, and shall be designed, constructed and certified by a qualified professional and shall be in accordance with the City's Design Guidelines for Development Application Gateway Features, applicable by-laws and policies.</p> <p>Prior to the earlier of registration or installation, the Owner shall deposit security to guarantee on-going maintenance and removal of the Secondary Neighbourhood Gateway Feature(s).</p> <p>The Owner shall be solely responsible for the on-going upkeep and maintenance of the Secondary Neighbourhood Gateway Feature until it is removed, upon which time the security may be released.</p> <p>All of the aforementioned are to the satisfaction of the General Manager, Planning, Infrastructure and Economic Development Department.</p>	OTTAWA Planning
62.	GF3	<p>Private/Condo Gateway Features</p> <p>The Owner acknowledges and agrees that any proposed Private/Condo Gateway Feature(s) shall be designed, constructed and certified by a qualified professional and shall be in accordance with the City's Design Guidelines for Development Application Gateway Features, applicable by-laws and policies. The Private/Condo Gateway Feature shall be subject to the approval of the Chief Building Official.</p> <p>Prior to the earlier of registration or installation, the Owner shall deposit security to meet the on-going maintenance obligations of the Feature by the Owner for a one-year period after the construction of the Feature. The security will not be reduced or released until the expiration of the one-year period and until the time a certification by a qualified professional confirming that the Feature is constructed in accordance with the Guidelines and approved plans and is in a good state of repair is provided.</p> <p>The Owner shall be required to maintain the Private/Condo Gateway Feature in a state of good repair at all times and in perpetuity, at no cost to the City. A maintenance clause will be required in the Condo or Common Elements agreement(s) to reflect the foregoing.</p> <p>All of the aforementioned are to the satisfaction of the General Manager, Planning, Infrastructure and Economic Development Department.</p>	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 Block 313 to the City for parkland purposes all to the satisfaction of the General Manager, Recreation, Cultural and Facility Services Department.	OTTAWA Parks																																																
64.	P2	<p>The Owner covenants and agrees that Block 313 will be conveyed to the City, at no cost, as dedicated parkland. The size and configuration of the Park Block 313 on the Final Plan shall be to the satisfaction of the General Manager, Recreation, Cultural and Facility Services Department.</p> <p>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 535 units for this subdivision, there is a parkland dedication requirement of 1.78 hectares, as shown in the calculation below:</p> <table><tr><th colspan="5">Parkland Dedication Required:</th></tr><tr><td>Residential Units:</td><td>535</td><td></td><td></td><td></td></tr><tr><td></td><td></td><td></td><td></td><td></td></tr><tr><td></td><td></td><td>Total:</td><td>Calculation</td><td>Parkland Required</td></tr><tr><td>Unit Sub-Totals:</td><td>535</td><td>535</td><td>1 / 300</td><td>1.783</td></tr><tr><td colspan="4">Parkland REQUIRED Total (ha) :</td><td>1.783</td></tr></table> <table><tr><th colspan="3">Parkland Dedicated:</th></tr><tr><td>Block 313</td><td>0.400</td><td></td></tr><tr><td>Previously dedicated parkland Part 2 on 4R-16710</td><td>1.210</td><td></td></tr><tr><td></td><td></td><td></td></tr><tr><td colspan="2">Parkland DEDICATED Total (ha) :</td><td>1.610</td></tr></table> <table><tr><td colspan="2">Parkland Over-Dedication (ha) :</td><td>-0.173</td></tr></table> <p>The Owner acknowledges and agrees that there is a parkland under-dedication of 0.173 hectares. The under dedication in the amount of 0.173 hectares will be transferred to any future draft plan of subdivision on the property municipally known as 2065 Portobello Blvd (PIN #145640003).</p> <p>In the event that the number of units change, the required parkland dedication will also change.</p> <p>The Owner acknowledges and agrees that based on the final unit count and the area parkland calculations, should the parkland conveyed be in</p>	Parkland Dedication Required:					Residential Units:	535											Total:	Calculation	Parkland Required	Unit Sub-Totals:	535	535	1 / 300	1.783	Parkland REQUIRED Total (ha) :				1.783	Parkland Dedicated:			Block 313	0.400		Previously dedicated parkland Part 2 on 4R-16710	1.210					Parkland DEDICATED Total (ha) :		1.610	Parkland Over-Dedication (ha) :		-0.173	OTTAWA Parks
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		excess of the requirements under s.51 of the <i>Planning Act</i> , the City shall not compensate the Owner.	
65.	P3	<p>The Owner acknowledges and agrees to design and construct the parkland, identified as Block 313, in accordance with City specifications and standards. The Owner further agrees to provide design plans and documents as detailed in the Park Development Manual 2nd edition 2017 (and as amended) for the park(s). The plans and documents will detail the designs, costs and 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>	OTTAWA Parks
66.	P4	<p>All Owner obligations associated with the Park Block(s) 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	The Owner acknowledges and agrees that no stormwater management facilities, encumbrances such as retaining walls, utility lines or easements of any kind shall be located on, or in front of, dedicated park blocks without the written approval of the General Manager, Recreation, Cultural and Facility Services Department.	OTTAWA Parks
68.	P6	The Owner acknowledges and agrees that any encumbrances which are not solely for the benefit of the park, such as retaining walls, utility lines or easements of any kind on lands, or portion thereof encumbering the design and function of future Park Block 313, will not form part of the <i>Planning Act</i> parkland dedication requirements without the written approval of the General Manager the General Manager, Recreation, Cultural and Facility Services Department.	OTTAWA Parks

69.	P7	<p>The Owner agrees the park block(s) must be fully developable for its intended use based on a geotechnical report. If any constraints to development of the park block(s) are found the measures necessary to mitigate the constraints and to provide a subgrade suitable for the intended park(s) 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 park(s) to facilitate rough grading of the area. The Owner agrees that they may stockpile the topsoil either on or off the park(s).</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 park(s) 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 Park(s) 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 future excess soils regulation, as amended.</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</p>	OTTAWA Parks

		be in addition to the estimated park budget calculated at the per hectare rate as 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 upon registration, for approval 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>Filling and rough grade the park block(s)</p> <p>a) Any fill imported to the future park block must be conducted in accordance with the future excess soils regulation, as amended. Documentation of the source and quality of the fill to be imported must be approved by a Qualified Person. Soils must be tested to the minimum parameter list as specified in the excess soils regulation. Importation of soils with no chemical testing will not be permitted. Additional testing may be required by the Qualified Persons as defined in the regulation.</p> <p>b) 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. All 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>	OTTAWA Planning Parks
74.	P12	<p>Servicing and final grading of park blocks</p> <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>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> <p>Unless otherwise specified the Owner shall provide the following services and utilities to all Park Blocks:</p>	OTTAWA Planning Parks

		<p>Serviced park</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 and other lots which abut Park Blocks. 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
76.	P15	<p>Gates Permitted</p> <p>No access from private property to active public property will be allowed without 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 the express written permission of the General Manager, Recreation, Cultural and Facility Services Department."</p>	OTTAWA Parks

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 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
82.	P21	<p>The Owner acknowledges and agrees to erect at its expense on the park block(s) at a location selected by the General Manager, Recreation, Cultural and Facility Services a professionally painted sign indicating:</p> <p style="margin-left: 40px;">Future Parkland No Dumping No Removal of soils or Vegetation</p>	OTTAWA Parks
83.	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, 	OTTAWA Parks

		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,	
84.	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
85.	P24	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.	OTTAWA Parks
86.	P25	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 block(s). 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 park(s) works to be paid to the City will be based on the rate per hectare and indexing rate utilized for the park development by the City at the time of registration of the phase of development, which includes the park block(s) 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, tree removal and services stubbed to within 2.0 m inside the park block(s) will remain a subdivision cost to be covered by the Owner separate from the park funding.	OTTAWA Parks
		<u>Environmental Constraints</u>	
87.	EC1	The Owner shall prepare and implement 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

88.	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
89.	EC3	The Owner acknowledges and agrees that the construction of the subdivision shall be in accordance with the recommendations of the approved Tree Conservation Report and Environmental Impact Statement.	OTTAWA Planning CA
90.	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
91.	EC12	Where required, the Owner shall prepare, to the satisfaction of the General Manager, Planning, Infrastructure and Economic Development Department, an Owner Awareness Package (OAP) highlighting the advantages and responsibilities of a homeowner living in or adjacent to a natural area. The OAP shall describe the natural attributes of the community and the importance of good stewardship practices to ensure the long-term health and sustainability of the Natural Heritage System. Topics to be discussed include, but are not limited to, reducing environmental impacts from common household activities (e.g., water conservation, yard waste disposal, chemical use and storage, etc.), avoiding human-wildlife conflicts, and recommendations of locally appropriate native species for landscaping. The OAP shall be distributed to all purchasers with the Agreement of Purchase and Sale.	OTTAWA Planning CA
92.		<u>Contaminants</u> The Owner agrees and acknowledges that should buried materials such as refuse, concrete and asphalt or undesirable cobbles and materials be excavated on site they shall be removed from the excavations and be removed off site as per the direction of the on-site geotechnical engineer.	OTTAWA Planning
		<u>Schools</u>	
93.	SC1	The Owner acknowledges and agrees to reserve Block 314 on the draft plan of subdivision as an elementary school site for the Ottawa-Carleton	OCDSB

		District School Board. The final size, configuration and servicing for the school site shall be to the satisfaction of the Ottawa-Carleton District School Board and the General Manager, Planning, Infrastructure and Economic Development Department.	
94.	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.	OCDSB
95.	SC3	The Owner agrees to enter into a legal agreement with the Ottawa-Carleton District School Board for the reservation of the designated elementary school site known as Block 314 on the draft plan of subdivision for a period of up to seven years from the date of registration of the plan which contains the subject school site.	OCDSB
96.		The Owner agrees that no uses, such as, but not limited to stormwater ponds or utility lines or easements, or any kind shall be located on designated school site blocks without the express written concurrence of the Ottawa-Carleton District School Board.	OCDSB
97.	SC4	That the Owner be required to erect an uninterrupted, 1.5 metre high chain link, (no gates) between the Ottawa-Carleton District School Board's future school site and any future residential or non-residential properties. The fence should be placed approximately 0.15m on the inside of the Ottawa-Carleton District School Board's property line.	OCDSB
98.	SC5	That the Owner shall neither deposit nor permit to be deposited fill, debris, building materials or equipment, nor allow vehicle access for any purpose on the designated school block lands of the subdivision, and furthermore, the owner shall neither remove nor permit to be removed, any fill, top soil, trees or shrubs from the said lands without the express written concurrence of the Ottawa-Carleton District School Board.	OCDSB
99.	SC6	That the Owner agrees to rough grade the Ottawa-Carleton District School Board 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.	OCDSB
		<u>Archaeology</u>	
100.	ARC1	Where the Owner is required to undertake an archaeological assessment:	OTTAWA Planning

		<ul style="list-style-type: none"> i. The Owner acknowledges having been required to retain a licensed consultant archaeologist to undertake an archaeological assessment of the entire property, including 1:10,000 scale mapping, "Archaeological Site Record" and report(s); ii. The Owner agrees to implement the recommendations of the approved assessment, including mitigation, through preservation or removal and documentation of archaeological resources; and iii. The Owner agrees that no site works shall take place until any archaeological resource conservation concerns have been addressed. <p>All of the above noted conditions shall be to the satisfaction of the Ministry of Tourism and Culture and the General Manager, Planning, Infrastructure and Economic Development Department.</p>	MTCS (Ministry provides written clearance to the City prior to registration, usually at the request of the applicant.)
101.	ARC2	The Owner acknowledges and agrees that should deeply buried deposits be found on this property during any construction activities, the Ministry of Tourism and Culture will be notified immediately.	OTTAWA Planning
102.	ARC3	The Owner acknowledges and agrees that in the event human remains are encountered during the construction activities, both the Ministry of Tourism and Culture and the Registrar of the Cemeteries Regulations Unit of the Ministry of Small Business and Consumer Relations will be notified immediately.	OTTAWA Planning
		<u>Stormwater Management</u>	
103.	SW1	<p>The Owner shall provide any and all stormwater reports 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 any watershed or subwatershed studies, conceptual stormwater reports, 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
104.	SW2	(a) Prior to the commencement of construction of any phase of this Subdivision (roads, utilities, any off site work, etc.) the Owner shall:	OTTAWA Planning CA

		<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 the Rideau Valley Conservation Authority.</p> <p>(c) The Owner shall implement an inspection and monitoring plan to maintain erosion control measures.</p>	
105.	SW3	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.	OTTAWA Planning
107.	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
108.	SW7	<p>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:</p> <p>“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.”</p>	OTTAWA Legal

		<u>Sanitary Services</u>	
110.	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
111.	SS3	<p>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:</p> <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
112.		<u>Sewer Flow Management Plan</u> The Owner agrees and acknowledges that their contractor is required to provide a Sewer Flow Management Plan (SFMP) as per City Standard S.P. No: F1007 for any bypass sewage pumping and discharge.	OTTAWA Planning
113.		<u>Abandonment of existing Sewer Infrastructure</u> The Owner acknowledges and agrees that their contractor is required to remove or abandon existing sewer infrastructure as per the City S.P. No. F-4104 to the City to the satisfaction of the General Manager, Planning, Infrastructure & Economic Development Department.	OTTAWA Planning
		<u>Water Services</u>	
114.	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

115.	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
116.	W3	The Owner acknowledges and agrees not to permit any occupancy of buildings on the individual Lots and Blocks on the Draft Plan of Subdivision 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
117.	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
118.	W5	The Owner acknowledges and agrees to provide a Water Age Analysis prior to registration which reflects their proposed phasing and scheduling. Where required, through this analysis or through testing, the Owner acknowledges and agrees that flushing infrastructure will be installed at no cost to the City, and that the Owner will be responsible for all costs associated with the consumption and disposal of water, as required, to ensure that adequate chlorine residual is maintained throughout the water system, all to the satisfaction of the General Manager, Public Works and Environmental Services	OTTAWA Planning
119.	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
		<u>Serviced Lands</u>	
121.	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); 	OTTAWA Planning

		<ul style="list-style-type: none"> 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. 	
122.	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
123.	SL4	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
124.		The Owner acknowledges and agrees to service each residential development lot within the subdivision to the property line to the satisfaction of the General Manager, Planning, Infrastructure and Economic Development.	OTTAWA Planning
125.		The Owner acknowledges and agrees that the plan will be registered in phases. Phase 1 contains Street No. 10 connecting to Aquaview Drive. All other phases are situated between Provence Avenue and Trim Road. Street No. 1 will be constructed with sewers and watermain with the servicing of Phase 2 of this development for watermain redundancy and to provide construction access. Such works shall be to the satisfaction of the General Manager, Planning, Infrastructure and Economic Development.	OTTAWA Planning
126.		<p><u>Existing Well(s) Monitoring</u></p> <p>(a) The Owner acknowledges and agrees to submit to the City prior to commencement of on-site works of the Phase 2 and 4 of this subdivision a hydrogeology risk brief, completed and reviewed by a qualified hydrogeologist. The Owner agrees that the brief shall assess the risk to the groundwater on adjacent lands that may result from the migration of contaminated materials and from the lowering of the piezometric surface of the groundwater. The brief shall be to the satisfaction of the General Manager, Planning, Infrastructure and Economic Development Department.</p>	OTTAWA Planning

		<p>(b) If permission is granted, the Owner further acknowledges and agrees to sample and test the existing wells of 2072, 2088 and 2170 Trim Road and any other wells on abutting properties.</p> <p>(c) The Owner further agrees to supply potable water to any residence described in paragraph 9(b) equivalent in quantity and quality in the event that it has been determined that the groundwater supply has been negatively disturbed by the development of the subdivision.</p> <p>(d) The Owner shall provide a temporary water supply immediately following a validated complaint from a resident described in paragraph 9(b) if directed by the City. The Owner shall retain a professional hydrogeologist to investigate the cause of the problem and shall submit a report to the City for review. Should the General Manager, Planning, Infrastructure and Economic Development Department, determine that the cause of the problem is the subdivision, the Owner shall provide the residence with a new water supply, consisting of either:</p> <ul style="list-style-type: none"> i. a new well, complete with a pump, pipe and all appurtenances required to provide potable water to the house, including the abandonment of the existing well; ii. if possible, connection to municipal water, including all associate cost to bring the service to the house. <p>The temporary water supply shall remain in place until the permanent water supply has been provided or the City has determined that the Owner is not responsible.</p> <p>(e) The Owner acknowledges and agrees that the City shall retain or hold back securities in the amount of 100% of the value of construction of the three wells, to the satisfaction of the General Manager, Planning, Infrastructure and Economic Development Department. The securities shall be released and the Owner relieved of the obligations in paragraph (c) and (d) upon final acceptance of the subdivision works.</p>	
127.		<p><u>Future development</u></p> <p>The Owner further acknowledges and agrees 2072, 2088 and 2170 Trim Road and the lot described as Part of Part 1 on Plan 50R5323 (Part Lot 2, Concession 9) on Trim Road will be serviced internally to the subdivision and not Trim Road if acquired by the Owner for development.</p>	<p>OTTAWA Planning</p>

128.		<p><u>Approvals</u></p> <p>The Owner acknowledges and agrees that if temporary dewatering is required in excess of 50,000 litres per day on site for approved works that they shall apply to the MECP for a permit to take water. Furthermore, all cost shall be borne by the Owner.</p>	OTTAWA Planning
		<p><u>Utilities</u></p>	
129.	U1	<p>The Owner is hereby advised that prior to commencing any work within the subdivision, the Owner must confirm that sufficient wire-line communication /telecommunication infrastructure is currently available to the proposed development to provide communication/telecommunication service to the proposed development. In the event that such infrastructure is not available, the Owner is hereby advised that the Owner shall ensure, at no cost to the 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).</p>	OTTAWA Planning
130.		<p>The Owner acknowledges and agrees that Canada Post will provide mail delivery service to the subdivision through centralized Community Mail Boxes (CMB's). The CMB's location will be determined at the time of the preliminary Composite Utility Plan.</p> <p>If the development includes plans for (a) multi-unit building(s) with a common indoor entrance, the Owner must supply, install and maintain the mail delivery equipment with parcels compartments within these buildings to Canada Post's specifications (Lock Box Assembly's).</p>	Canada Post
131.		<p><u>Hydro One</u></p> <p>The Owner acknowledges and agrees that Hydro One has infrastructure in the area around the Phase 1 proposed development at Portobello Boulevard and Aquaview Drive. However, there is limited servicing capacity for Phases 2 to 5 between Provence Avenue and Trim Road. Hydro One infrastructure was not installed along Provence Avenue at the time it was extended north/south, west of this plan of subdivision. This major Hydro link is required to be completed by the Owner for those connections to service these lands. The Owner agrees to contact Hydro One to begin the infrastructure design at subdivision@hydroone.com</p>	Hydro One

132.	H8	<p>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 Hydro One's guidelines "Planting Under or Around Powerlines & 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.</p>	Hydro One
133.	H9	<p>The Owner is advised that there are high voltage overhead lines along the Trim Road side of the property. The Owner shall ensure that the minimum building setback from the Trim Road property limit will be 4.8 metres on Lot 265, Blocks 309 and 310 in accordance with Electrical Safety Authority (ESA) and Hydro One regulations.</p>	Hydro One
134.	H10	<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 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 Department.</p>	Utilities

135.		The Owner acknowledges and agrees that it will grant to Bell Canada any easements that may be required, which may include a blanket easement, for communication/telecommunication infrastructure. In the event of any conflict with existing Bell Canada facilities or easements, the Owner shall be responsible for the relocation of such facilities or easements.	Bell
136.		That the Owner shall transfer such new easements and maintenance agreements as are deemed necessary by Rogers Communications Canada Inc. to service this subdivision, to our satisfaction and that of the appropriate authority and at no cost to us. The owner is also to ensure that these easement documents are registered on title immediately following registration of the final plan, and the affected agencies duly notified.	Rogers
137.		That the Owner be required, in the Subdivision Agreement, to coordinate the preparation of an overall utility distribution plan. This plan would be showing the locations (shared or otherwise) and the installation timing and phasing of all required utilities (on-ground, below ground) through liaison with the appropriate electrical, gas, water, telephone and cablevision authority. Such location plan being to the satisfaction of all affected authorities.	Rogers
138.		That the Owner agrees with Rogers Communications Canada Inc. to arrange for and pay the cost of the relocation of any existing services which is made necessary because of this subdivision, to the satisfaction of the authority having jurisdiction.	Rogers
139.		The Owner acknowledges and agrees that any relocation of existing Enbridge Gas Distribution infrastructure as a result of changes in the alignment or grade of future road allowances or for temporary gas pipe installations pertaining to phase construction, will be at their cost.	Enbridge
140.		The Owner acknowledges and agrees to provide Enbridge Gas Distribution any easement(s) required to service this development and any future adjacent developments. The Owner will provide such easements at no cost to Enbridge Gas Distribution. The inhibiting order will not be lifted until such time as the Owner has met all of Enbridge Gas Distribution's requirements.	Enbridge
141.		The Owner agrees to contact Enbridge Gas Distribution for service and meter installation details and to ensure all gas piping is installed prior to the commencement of site landscaping (including, but not limited to, tree planting, silva cells, and/or soil trenches) and/or asphalt paving.	Enbridge

142.		The Owner agrees that in the event that a pressure reducing regulator is required, they shall provide a 3 metre by 3 metre exclusive use location that cannot project into the municipal road allowance. The final size and location of the regulator station will be confirmed by Enbridge Gas Distribution.	Enbridge
143.		The Owner acknowledges and agrees to grade all road allowances to as close to final elevation as possible, provide necessary field survey information and all approved municipal road cross sections, identifying all utility locations prior to the installation of the gas piping.	Enbridge
		<u>Fire Services</u>	
144.	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
145.	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
146.	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

147.	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 than 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>	
148.	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
149.	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
151.	N4	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 deemed to be affected by noise 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 and registered separately against the title:	OTTAWA Planning Legal

		<p>"Purchasers/tenants are advised that sound levels due to increasing road traffic may occasionally interfere with some outdoor activities as the sound levels may exceed the sound level limits of the City of Ottawa.</p> <p>To help address the need for sound attenuation this development has been designed so as to provide an outdoor amenity area and indoor environment that is within City of Ottawa guidelines. The measures for sound attenuation utilized an acoustic barrier to be owned and maintained by the private homeowner."</p>	
		<u>Land Transfers</u>	
152.	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), transit 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 – Blocks 317, 318 and 319 ii. Open Space Blocks – n/a iii. Watercourses (buffer strips/riparian corridors) – n/a iv. Park Blocks – Block 313 v. Storm Water Management Blocks – n/a vi. Road Widening Blocks – Trim Road (if required) vii. 0.3 m Reserve Blocks – to be shown on 4M-Plan viii. Daylighting Triangles – Streets 1 to 10 ix. Transit Corridors – Blocks 315 and 316 x. Trim Road future transitway grade separation – Block 320 xi. Wetlands – n/a 	OTTAWA Planning Legal
153.	LT2	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.	OTTAWA Planning Legal
		<u>Blasting</u>	
154.	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 owner or occupant and owner with a formal request for permission to carry out an inspection.	OTTAWA Planning

		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>Street Townhouses</u>	
155.		The Owner acknowledges and agrees to install at its expense, between all townhouse blocks, a barrier in the form of a 1.8 meter high wood privacy fence.	OTTAWA Planning
156.		The Owner acknowledges and agrees to install at its expense, between townhouse units within a block, a barrier in the form of a 1.8 meter high wood privacy fence for a distance of 3.0m from the rear wall of the unit.	OTTAWA Planning
157.		The Owner acknowledges and agrees to install, at its expense, where the side of an end unit of a townhouse abuts a street, a barrier in the form of a 1.8 meter high wood privacy fence from the rear property line extending along the side lot line and wrapped around to the front wall of the house.	OTTAWA Planning
158.		The Owner acknowledges and agrees that double fencing will not be permitted on the whole or any part of townhouse blocks inclusive within this development. Double fencing is defined as providing fencing on both sides of an access right-of-way which has the effect of providing a walkway between two fences. The Owner covenants and agrees that it will advise all prospective lot purchasers in the agreement of purchase and sale and all Transfers/Deeds of this requirement.	OTTAWA Planning
159.		The Owner acknowledges and agrees that prior to the issuance of a building permit for all townhouse blocks on the Plan, the Owner shall ensure that the noise wall design will not obstruct the access to the rear yards for the units adjacent to Trim Road, Provence Avenue, Aquaview Drive, Portobello Boulevard and Street No. 1, all to the satisfaction of the General Manager, Planning, Infrastructure and Economic Development.	OTTAWA Planning
160.		The Owner covenants and agrees that it shall provide at the time of on-street townhouse lot creation (part lot control or severance), an unobstructed rear yard access easement having a minimum width of 1.2 metres for all interior on-street townhouse lots (multiple and attached dwellings). This easement shall have regard for and be set back from either the chain link fence, noise attenuation fence or berm whichever is applicable. The creation of this access easement shall be to the satisfaction of the General Manager, Planning, Infrastructure and Economic Development.	OTTAWA Planning

		<u>Development Charges By-law</u>	
161.	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
162.	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
163.	DC4	<p>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 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>	OTTAWA Planning Legal

		<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>	
164.		The Owner acknowledges and agrees to pay all applicable development charges and stormwater charges, including but not limited to Provence Avenue, Millenium Park, Cardinal Creek charges, for their development upon the issuance of all building permits.	OTTAWA Planning
166.		<p>The Owner agrees to pay the City a \$170.00 per dwelling unit benefiting area charge for the Rock Knoll Area land purchase. The Owner agrees to include a clause in all agreements of purchase and sale for the subdivision lands which notifies that the \$170.00 per dwelling unit Rock Knoll Area purchase charge is payable at the time of registration of each phase. The total amount owing for this subdivision at full development is estimated at \$90,950.00 based on the development of 535 units (535 units x \$170.00/unit). This amount will be adjusted at the time of registration based on the final number of units.</p> <p>The Owner acknowledges and agrees that the above area charge will be held as securities, in the form of a Letter of Credit or Cash, until such time as the Owner dedicates a minimum 2.02 hectare parcel of Rock Knoll (Nantes Woods) as parkland dedication through future draft plan of subdivision on the property municipally known as 2065 Portobello Blvd (PIN #145640003). The size and configuration of the Rock Knoll park block on the final plan shall be to the satisfaction of the General Manager, Recreation, Cultural and Facility Services Department.</p>	OTTAWA Planning
		<u>Survey Requirements</u>	
167.	Surv1	The Owner shall provide the final plan intended for registration in a digital format that is compatible with the City’s computerized system.	OTTAWA Planning
168.	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

169.	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
		<u>Closing Conditions</u>	
170.	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
171.	C2	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
172.	C3	The owner shall pay any outstanding taxes owing to the City of Ottawa prior to registration.	OTTAWA Planning Revenue
173.	C4	Prior to registration of the Plan of Subdivision, the City is to be satisfied that conditions 1 to 172 have been fulfilled.	OTTAWA Planning
174.	C5	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
175.	C6	If the Plan(s) of Subdivision, including all phases within the draft approved plan of subdivision, has not been registered by XXXX, 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

ⁱ For Clearing Agencies:

“Planning” refers to Planning Services.

“LG” refers to applicable landowners group, such as Kanata North (KNLG), Kanata West (KWLK), 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.