

MENU OF CONDITIONS
FOR DRAFT APPROVAL
Tamarack (Nepean) Corporation
The Meadows Phase 7 & 8
Part of 3640 Greenbank Road

DRAFT APPROVED DD/MM/YYYY

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The City of Ottawa's conditions applying to the draft approval of Tamarack (Nepean) Corporation Subdivision (File No. D07-16-18-0011), part of 3640 Greenbank Road, are as follows:

1.	<p>This approval applies to the draft plan certified by Brian J. Webster, Ontario Land Surveyor, dated August 28, 2019, showing 10 streets, 132 Residential Lots, 51 residential blocks, 1 walkway block, 1 park block, 9 30cm reserves, and 1 school block.</p> <p>This approval applies to the approved conceptual plans and reports in support of the draft plan as follows (list plans, reports and studies associated with the draft approval):</p> <ol style="list-style-type: none"> 1) Assessment of Adequacy of Public Services, prepared by IBI Group, Project: 115496-5.2.2, dated April 2018 (revised March 2019). 2) Environmental Noise Control Study, prepared by Paterson Group Inc., Report: PG4242-5, dated December 11, 2018. 3) Geotechnical Report, prepared by Paterson Group Inc., Report: PG4242-1 Revision 1, dated December 6, 2018. 4) Hydrogeological Assessment, prepared by Paterson Group Inc., Report: PG3443-2, dated April 30, 2018. 5) Mineral Resource Impact Assessment, prepared by Paterson Group Inc., Report: PG4242-4 Revision 1, dated December 12, 2018. 6) Noise Feasibility Report, prepared by IBI Group, Project: 115496-5.2.2, updated December 2018. 7) Phase I Environmental Site Assessment, prepared by Paterson Group, Report: PE0190-3R, dated December 6, 2018 (updated February 13, 2019). 8) Phase II Environmental Site Assessment, prepared by Paterson Group, Report: PE0190-4, dated March 6, 2019. 9) Phasing Plan, Dated June 17, 2019. 10) Plan of Subdivision, prepared by Brian J. Webster, Project: 161613817-132, dated August 28, 2019. 11) Planning Rationale, prepared by FOTENN Planning + Design, dated May 4, 2018. 12) Stage 1 Archaeological Assessment, prepared by Paterson Group Inc., Report: PA1107-1, dated February 2018. 13) Street Tree Planting Assessment, prepared by NAK Design Strategies, Report: 18-230, dated December 13, 2018. 14) Traffic Noise Assessment, prepared by Gradient Wind, Report: 19-103, dated July 22, 2019. 15) Transportation Impact Assessment, prepared by CGH Transportation Inc., Project: 2018-05, dated December 2018. 	
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		<p>16) Tree Conservation Report and Environmental Impact Statement, prepared by Muncaster Environmental Planning Inc., dated March 1, 2019.</p> <p>17) Tree Planting Assessment, prepared by NAK Design Strategies, Project: 18-230, dated December 13, 2018.</p> <p>Subject to the conditions below, these plans and reports may require updating and/or additional details prior to final approval.</p>	
2.		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 Agencyⁱ</u>
		<u>General</u>	
3.	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
4.	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

5.	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
6.	G4	The Owner acknowledges and agrees that driveways for ground oriented attached units shall be paired wherever possible to maximize on-street parking and street tree planting opportunities.	OTTAWA Planning
7.	G5	<p>The Owner acknowledges and agrees that any person who, prior to the draft plan approval, entered into a purchase and sale agreement with respect to lots or blocks created by this Subdivision, shall be permitted to withdraw from such agreement without penalty and with full refund of any deposit paid, up until the acknowledgement noted above has been executed.</p> <p>The Owner agrees to provide to the General Manager, Planning, Infrastructure and Economic Development Department an acknowledgement from those purchasers who signed a purchase and sale agreement before this Subdivision was draft approved, that the Subdivision had not received draft approval by the City. The Owner agrees that the purchase and sale agreements signed prior to draft approval shall be amended to contain a clause to notify purchasers of this fact, and to include any special warning clauses, such as but not limited to Noise Warnings and easements.</p>	OTTAWA Legal
8.	G6	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
9.	G7	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
		<u>Landowners Agreement</u>	
10.	LA1	Prior to registration or early servicing, the Owner agrees to provide the City with a clearance letter from the trustee of the Barrhaven South Landowners Group, confirming that the Owner is party to the Barrhaven South Landowners Group and that Cost Sharing Agreements (if applicable) and all of the obligations, financial and otherwise, of the landowner(s) of this subdivision have been fulfilled pursuant to the Landowners Agreement.	LG

		<u>Zoning</u>	
11.	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 with a Zoning By-law approved under the requirements of the <i>Planning Act</i> , with all possibility of appeal to the Ontario Municipal Board exhausted.	OTTAWA Planning
12.	Z2	The Owner agrees that prior to registration of the Plan of Subdivision, the Owner shall ensure that the proposed Plan of Subdivision shall conform with the Official Plan approved under the requirements of the <i>Planning Act</i> , with all possibility of appeal to the Ontario Municipal Board exhausted.	OTTAWA Planning
13.	Z3	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>	
14.	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
15.	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
16.	RM3	<p>The Owner acknowledges that phases of the subdivision that will trigger a requirement for road modifications on an arterial or major collector road (as identified in the Transportation Master Plan) will not be registered, unless the works are identified in the City's Development Charges Background Study and By-law, and Council has granted budget approval.</p> <p>The Owner acknowledges that prior to the registration of each phase of the subdivision, the Owner will demonstrate to the City's satisfaction that no road modifications to an arterial or major collector road will be required unless those works are identified in the City's Development Charges Background Study and By-law, and Council has granted budget approval.</p>	OTTAWA Planning Transpo Plg

17.	RM4	The Owner agrees that where road modification is identified in the City's Development Charges Background Study and By-law, and such modification is deemed necessary in order to facilitate the development of the subdivision as per the supporting transportation studies, the Owner shall either enter into a Roadway Modification Agreement with the City, or, at the City's discretion, have the necessary provisions incorporated into the subdivision agreement. The Owner acknowledges and agrees it is responsible for the cost of all roadway modification works as identified in the Roadway Modification Approval Report as approved pursuant to the Delegation of Authority By-law, or as included in this agreement.	OTTAWA Planning Transpo Plg
18.	RM5	In the instance of intersections with arterial roads or major collectors external to the subdivision, the Owner will be eligible for reimbursement for the cost of such intersections. The reimbursement is subject to limitations and procedures set forth in the policy approved by Council on March 8, 2017 and subsequently by the revisions to the Development Charge Background Study and accompanying reports as adopted by Council on May 24, 2017. The Owner acknowledges that financial security and roadway modification agreement/subdivision agreement clauses for such intersections are required.	OTTAWA Planning
19.	RM6	<p>The Owner acknowledges and agrees that the intersection of Delphinus Avenue and Cambrian Road shall be signalized once traffic warrants are met and after such intersection signalization works have been identified in the next update to the City's Development Charges Background Study and By-law.</p> <p>In the interim, the Owner agrees that Delphinus Avenue will function as a stop-controlled intersection only at Cambrian Road. The intersection will be designed and constructed to the satisfaction of the General Manager, Planning, Infrastructure and Economic Development Department.</p> <p>The Owner further acknowledges and agrees, that once the Development Charges Background Study and By-law has been updated to include signalization for Delphinus Avenue and Cambrian Road, the Owner may file a Front Ending Agreement application for the signalization of Delphinus Avenue and Cambrian Road intersection. The approval of such agreement shall be to the full discretion of the City.</p>	OTTAWA Planning
20.	RM7	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.	OTTAWA Planning

		<p>The Owner agrees that traffic calming measures shall reference best management practices from the Canadian Guide to Neighbourhood Traffic Calming, published by the Transportation Association of Canada, and/or Ontario Traffic Manual. These measures may include either vertical or horizontal features (such measures shall not interfere with stormwater management and overland flow routing), including but not limited to:</p> <ul style="list-style-type: none"> • intersection or mid block narrowings, chicanes, medians; • speed humps, speed tables, raised intersections, raised pedestrian crossings; • road surface alterations (for example, use of pavers or other alternate materials, provided these are consistent with the City's Official Plan policies related to Design Priority Areas); • pavement markings/signage; and, • temporary/seasonal installations such as flexi posts or removable bollards. 	
		<u>Highways/Roads</u>	
21.	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
22.	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
23.	HR3	The Owner shall provide for temporary turnarounds for all streets terminating at the edge of any phase of development, prior to registration of the Plan. The Owner agrees that it will convey to the City at no cost any temporary easements that may be required in order to establish the temporary turnarounds. For any portion of the temporary turn-around easements that do not form part of the permanent road allowance, the easements shall be released at the expense of the Owner when the easements are no longer required by the City.	OTTAWA Planning
24.	HR5	<p>Any dead ends and/or open spaces of road allowances created by this plan of subdivision may be terminated in 0.3 metre reserves. The Owner shall place 0.3 metre reserves on the following locations:</p> <ul style="list-style-type: none"> • East and West ends of Jackdaw Avenue; • North and South ends of Delphinus Avenue; 	OTTAWA Planning Legal

		<ul style="list-style-type: none"> • North and East sides of Amarnath Crescent; • South and East sides of Lapwing Circle; • Between Jackdaw Avenue and Lapwing Circle. 	
25.	HR6	<p>The Owner shall provide site triangles at the following locations on the final plan:</p> <ul style="list-style-type: none"> • Local Road to Local Road: 3 metre x 3 metres; • Local Road to Collector Road: 5 metre x 5 metres; • Collector Road to Collector Road: 5 metre x 5 metres; • Collector Road to Arterial Road: 5 metre x 5 metres. 	OTTAWA Planning Legal
26.	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
27.	HR10	<p>The Owner acknowledges that should the plan be registered in two phases; the first phase of registration shall include:</p> <ul style="list-style-type: none"> • All lands shown as Phase 7 on the Phasing Plan, dated June 17, 2019. 	OTTAWA Planning
28.	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
29.	HR5	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.		The Owner acknowledges that Block 74 on Plan 4M-1626 is reserved for the road right-of-way of the future New Greenbank Road. The Owner further acknowledges that a Municipal Class Environmental Assessment (EA) for the New Greenbank Road has been conducted by the City. The Owner agrees to tie-in the grading for Jackdaw Avenue to City Standards and tie in the adjacent window streets to City Standards. Should there be adjustments required, the owner agrees to complete a revision to the Greenbank Road EA to adjust the grades to tie-in the proposed subdivision.	OTTAWA Planning
31.		The Owner acknowledges that the subdivision design indicates a potential grade difference of up to 1.5 metres from the existing land to the road and transitway alignment profile according to on the approved Realigned Greenbank Road and Southwest Transitway Extension EA (July 2014). The Owner further agrees that:	OTTAWA Planning

		<ol style="list-style-type: none"> 1) the Owner will coordinate engineering investigations, including but not limited to, hiring an engineering consultant (including geotechnical) and working with other landowners, to identify solutions to address the road and transitway alignment grade raise issue, prior to registration, all to the satisfaction of the City. 2) the future Greenbank Road and Southwest Transitway Extension alignment proposed profile design for the road section abutting the subject subdivision lands shall be submitted by the Owner for review and approval by the City. 3) the Owner will provide rationale for the changes of the future Greenbank Road and Southwest Transitway Extension alignment proposed profile, if any, to the City as part of an adequate submission for review. 4) adjacent landowners from the north, east, and south of the subject lands shall be notified of the road and transitway alignment proposed profile change, as well as any additional property requirement as a result. Signoff from all adjacent property owners affected on the road and transitway alignment proposed profile change will be required. 5) clean fill and/or a surcharging program complete with monitoring by a geotechnical engineer may be required as a result of the future Greenbank Road and Southwest Transitway Extension grade raise; a detailed calculation will be required to determine the volumes and cost of fill (tested) required and placed, along with a sum to be advanced to the City for compensation of the additional cost to the future project for supply and placement, unless otherwise agreed upon by the City. 6) there should be no grade differences from the subdivision land to the road alignment profile, the City accepts no retaining walls on either side of the alignment. 7) should additional right-of-way land is required from other landowners (for example for the purpose of 3:1 terracing) due to the road and transitway alignment grade raise, this will need to be compensated as a monetary sum to the City, plans will need to be prepared by the Owner and agreed upon by the City, and property value will be determined by the City. 8) upon changes are accepted by the City, a final document will need to be prepared by the Owner such that the City can send off to the Ministry of Environment, Conservation and Parks as an EA addendum. 	
32.		The Owner acknowledges and agrees the segments of highway/road located on Block 74 on Plan 4M-1626 (future Greenbank re-alignment) to connect Jackdaw Avenue with Jackdaw Avenue, are to be constructed at the Owners sole expense, and to City standards.	OTTAWA Planning

		<u>Public Transit</u>	
33.	PT1	<p>The Owner shall design and construct, at its expense, Delphinus Avenue, which has/have been identified as transit service routes, to Transportation Association of Canada standards, including right-of-way width, horizontal and vertical geometry. The Owner shall design and construct, at its expense, the determined locations for transit passenger standing areas and shelter pads, to the specifications of the General Manager, Planning, Infrastructure and Economic Development Department.</p> <p>The locations for transit passenger standing area(s) and shelter pad(s) are to be to the satisfaction of Transit Services.</p>	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.	OTTAWA Transit
37.	PT5	The Owner agrees to implement a Transit Service Strategy in accordance with the Official Plan. The Owner, together with the City, will determine the method and means by which the developments, as well as adjacent areas, can be efficiently and effectively serviced by transit. The Owner shall enter into an agreement with the Transit Services Branch, prior to the registration of the subdivision, to outline the provision of interim bus service. Said agreement shall include, but not be limited to, the following: establishment of routes and stops and levels of service and provision and maintenance of stops and turnarounds. The agreement may include: funding and cost-sharing arrangements and timing and triggers for the transfer of responsibility to City.	OTTAWA Transit
		<u>Geotechnical</u>	

38.	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: Lots: 1-85, 96-132; Blocks: 133-145, 150, 154, 155, 180-184, 186; As identified within the Street Tree Planting Assessment, prepared by NAK Design Strategies, Report: 18-230, dated December 13, 2018. 	OTTAWA Planning
39.	GT3	<p>The Transferee for himself, his heirs, executors, administrators, successors and assigns covenants and agrees that sensitive marine clay soils have been identified in some lands within the Subdivision, as described in the approved Geotechnical Report. Those lands containing sensitive marine clay soils will be subject to the City of Ottawa Tree Planting in Sensitive Marine Clay Soils – 2017 Guidelines and/or the City of Ottawa 2005 Clay Soils Policy. New foundations (for new homes or future additions) in any sensitive marine clay soils must be reinforced with a minimum of two upper and two lower M15 bars in the foundation wall or similar design signed off by a professional structural engineer licensed in the province of Ontario.</p>	OTTAWA Planning

		<p>The covenant (above) shall also include one of the following conditions dependant upon the specific instance in which it arises in an application. The direction then is to include the main paragraph and either (a) or (b) as the instance requires:</p> <p>a) Where all six conditions in the Tree Planting in Sensitive Marine Clay Soils – 2017 Guidelines (or in combination with the deviation process) have been satisfied, trees to be planted within the road allowance are to be small or medium in size and must be located at a minimum distance of 4.5 metres from any building foundation or structure.</p> <p>b) Where all six conditions in the Tree Planting in Sensitive Marine Clay Soils – 2017 Guidelines (or in combination with the deviation process) cannot be satisfied, the 2005 Clay Soils Policy applies, and trees to be planted within the road allowance are to be small size, low water demand trees and must be located at a minimum distance of 7.5 metres from any building foundation or structure.</p>	
40.	GT4	In areas of sensitive marine clay soils, the Owner agrees that, prior to registration, to prepare an information package for homeowners regarding tree planting and watering, in accordance with the supporting geotechnical report. This information must be approved by Forestry Services prior to circulation to homeowners.	OTTAWA Forestry
		<u>Pathways, Sidewalks, Walkways, Fencing, and Noise Barriers</u>	
41.	S1	The Owner acknowledges and agrees that all pathways, sidewalks, walkways, fencing, and noise barriers are to be designed and constructed in accordance with City specifications, at no cost to the City, and to the satisfaction of the General Manager, Planning, Infrastructure and Economic Development Department.	OTTAWA Planning
42.	S2	<p>The Owner agrees to design and construct 2-metre wide sidewalks at the following locations:</p> <ul style="list-style-type: none"> • The entire length of Delphinus Avenue on the east and west sides; • The entire length of the south side of Jackdaw Avenue; • The entire length of the south side of Cressida Street. 	OTTAWA Planning
43.	S4	<p>The Owner agrees to design and construct, fully accessible, 3-metre wide walkways and related works through the length of the public lands, as identified on XX Plan (if applicable) in the following locations:</p> <ul style="list-style-type: none"> • Walkway block 186 connecting Echinacea Lane to Park Block 184. 	OTTAWA Planning

44.	S5	<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"> • Along the eastern and southern boundaries of the park (Block 184) adjacent to all residential lots. <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
45.	S9	<p>a) The Owner agrees to design and erect at no cost to the City, noise attenuation barriers in accordance with City specifications at the following locations:</p> <ul style="list-style-type: none"> • Northwest portion of lot 52; • Northwest portion of lot 96; • Southwest portion of Block 165; • Northeast portion of lot 77; • East portion of Block 140; • East portion of Block 141; <p>As identified within the Traffic Noise Report completed by Gradient Wind, Report number 19-103, dated July 22, 2019.</p> <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
46.	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 <i>Tamarack (Nepean) Corporation</i> along the boundary of this land, to the satisfaction of the General Manager, Planning, Infrastructure and Economic Development Department. The Purchaser agrees to include this clause in any future purchase and sale agreements".</p>	OTTAWA Planning
		<u>Landscaping/Streetscaping</u>	

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

		<p>d) If trees need to be replaced, Forestry staff reserve the right to plant appropriate size trees at one tree per lot.</p> <p>Along park frontages, the Landscape Plan shall locate trees at a 6-8 metre on-centre separation distance along the full extent of the road right-of-way abutting any park block(s).</p> <p>Should specific site constraints prevent the required allocation of trees, the remaining number of required trees shall be provided within any proposed park(s), open space or environmental blocks, non-residential road right-of-way frontages, stormwater management facility(s), or other suitable alternative locations, to the satisfaction of the General Manager, Planning, Infrastructure and Economic Development Department.</p>	
49.	LS3	<p>In areas of sensitive marine clay soils where the six conditions of the Tree Planting in Sensitive Marine Clay Soils – 2017 Guidelines have been met, the following shall be provided:</p> <p>a) The landscape plan shall include a note indicating that is has been developed as per the geotechnical report prepared by Paterson Group Inc., Report: PG4242-1 Revision 1, dated December 6, 2018, to the satisfaction of the General Manager, Planning Infrastructure and Economic Development.</p> <p>b) Upon completion of the grading plan, the geotechnical engineer will provide a memo which identifies the Blocks which require tree planting restrictions. This shall be to the satisfaction of the General Manager, Planning Infrastructure and Economic Development.</p> <p>c) At the time of tree planting, in addition to providing an F1 inspection form, the Landscape Architect will provide a signed letter indicating that trees have been planted with appropriate soil volume in accordance with the approved Landscape Plan, to the satisfaction of the General Manager, Planning Infrastructure and Economic Development.</p>	OTTAWA Planning
		<u>Tree Conservation</u>	
50.	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.</p>	OTTAWA Planning

		All of which are to the satisfaction of the General Manager, Planning, Infrastructure and Economic Development Department.	
51.	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>Parks</u>	
52.	P1	In accordance with the <i>Planning Act</i> and the City of Ottawa Parkland Dedication By-law, the Owner shall convey Block 184 (1.185 hectares) to the City for parkland purposes all to the satisfaction of the General Manager, Recreation, Cultural and Facility Services Department.	OTTAWA Parks
53.	P2	<p>The Owner covenants and agrees that Block 184 (1.185 hectares) will be conveyed to the City, at no cost, as dedicated parkland. The size and configuration of the park Block 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, 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 349 units for this subdivision, and the above calculation, the parkland dedication requirement for this phase is 1.163 hectares. In the event that the number of units change, the required parkland dedication will also change.</p> <p>The Owner further acknowledges and agrees that a parkland dedication requirement of 0.072 hectares has been carried over from Phase 4, resulting in a total parkland dedication requirement of 1.235 hectares for this phase of development (calculated as 1.163 + 0.072).</p> <p>The Owner acknowledges and agrees that by providing park block 184, sized at 1.185 hectares, there is an under-dedication of parkland of 0.050 hectares (calculated as 1.235 – 1.185). Cash-in-Lieu-of-Parkland will be collected for this under-dedication of land conveyance.</p> <p>Calculation table:</p>	OTTAWA Parks

		<table><tr><th></th><th></th><th>residential units TOTAL UNITS</th><th>total parkland dedication requirement (1ha/300 units)</th><th>total parkland registered per phase (ha)</th><th>over/under parkland dedication (ha)</th></tr><tr><td>phase 1</td><td>4M-1443</td><td>160</td><td>0.533</td><td>0.248</td><td>-0.285</td></tr><tr><td>phase 2</td><td>4M-1471</td><td>104</td><td>0.347</td><td>0.000</td><td>-0.347</td></tr><tr><td>phase 3a</td><td>4M-1547</td><td>60</td><td>0.200</td><td>0.000</td><td>-0.200</td></tr><tr><td>phase 3b</td><td>4M-1577</td><td>89</td><td>0.297</td><td>0.000</td><td>-0.297</td></tr><tr><td>phase 3c</td><td>4M-1598</td><td>19</td><td>0.063</td><td>0.000</td><td>-0.063</td></tr><tr><td>phase 4</td><td>4M-1626</td><td>144</td><td>0.480</td><td>1.600</td><td>1.120</td></tr><tr><td></td><td></td><td></td><td>1.920</td><td>1.848</td><td>-0.072</td></tr><tr><td>phase 7-8</td><td>4M-TBD</td><td>349</td><td>1.163</td><td>1.185</td><td>0.022</td></tr><tr><td></td><td></td><td></td><td>3.083</td><td>3.033</td><td>-0.050</td></tr></table>			residential units TOTAL UNITS	total parkland dedication requirement (1ha/300 units)	total parkland registered per phase (ha)	over/under parkland dedication (ha)	phase 1	4M-1443	160	0.533	0.248	-0.285	phase 2	4M-1471	104	0.347	0.000	-0.347	phase 3a	4M-1547	60	0.200	0.000	-0.200	phase 3b	4M-1577	89	0.297	0.000	-0.297	phase 3c	4M-1598	19	0.063	0.000	-0.063	phase 4	4M-1626	144	0.480	1.600	1.120				1.920	1.848	-0.072	phase 7-8	4M-TBD	349	1.163	1.185	0.022				3.083	3.033	-0.050	
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54.	P3	<p>The Owner acknowledges and agrees to design and construct the parkland, identified as Block 184, in accordance with City specifications and standards. The Owner further agrees to provide design plans and documents as detailed in the Park Development Manual 2ed edition 2017 (and as amended) for the park. The plans and documents will detail the designs, costs and amenities to be provided in the park. The expected cost of the design, construction, review and inspection of this park 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																																																									
55.	P4	All Owner obligations associated with the Park Block must be completed to the satisfaction of the General Manager, Recreation, Cultural and Facility Services Department during phase 7 of construction of the subdivision (the first phase of development on the West side of the future Greenbank Road alignment), within 1 year of the base coat of asphalt being laid down on Delphinus Avenue.				OTTAWA Parks																																																									
56.		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				OTTAWA Parks																																																									

		the written approval of the General Manager, Recreation, Cultural and Facility Services Department.	
57.	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 184 must be approved by the General Manager of Recreation, Culture and Facility Services Department, and will not form part of the <i>Planning Act</i> parkland dedication requirements.	OTTAWA Parks
58.	P7	The Owner agrees the park Block must be fully developable for its intended use based on a geotechnical report. If any constraints to development of the park Block is found the measures necessary to mitigate the constraints and to provide a subgrade suitable for the intended park 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 Development Budget. All of the aforementioned are to the satisfaction of the General Manager, Recreation, Cultural and Facility Services Department.	OTTAWA Parks
59.		<p>The City acknowledges the presence of an artesian well on park Block 184.</p> <p>The Owner will provide the City with all reports and/or plans required by the City to evaluate and address the artesian well(s) located on Park Block 184 and Block 187. The Owner will construct a piped diversion channel, or by other means, deemed adequate by the City, at the Owner's sole cost, and such costs will not form part of the park construction budget. All to the satisfaction of the General Manager, Recreation, Cultural and Facility Services and the General Manager, Planning, Infrastructure and Economic Development Department.</p>	OTTAWA Parks
60.	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 to facilitate rough grading of the area. The City agrees that the Owner may stockpile the topsoil either on or off the park.</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 as per City Standards for park topsoil. All work shall proceed in accordance with the applicable By-laws.</p>	OTTAWA Parks

61.	P9	<p>The City acknowledges and agrees that the Owner may use the Park, 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 be in addition to the estimated Park Development 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.</p>	OTTAWA Parks
62.	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 Planning Parks
63.	P11	<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 to the proposed elevations of the surrounding</p>	

		<p>neighbourhood, as per the City Standards for Park Fill and rough grading and 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> <p>c) 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>	
64.	P12	<p>Unless otherwise specified the Owner shall provide the following services and utilities to all Park Blocks:</p> <ul style="list-style-type: none"> a) A 300mm diameter storm sewer and CB/MH at 2m inside the park property line. b) A 50mm diameter water line complete with standpost at 2m inside the park property line. A city standard park water vault chamber, standard detail W31.1 latest version, must also be installed as part of parks water works. The park water vault will be funded from the Park Development 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 is included on the approved CUP drawings. <p>All services and utilities to the park block must be shown on the approved subdivision plans. The locations of these services and utilities must be coordinated with, and approved by, the General Manager, Planning, Infrastructure and Economic Development Department.</p>	OTTAWA Parks
65.	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 the Park Block. Fences shall be</p>	OTTAWA Parks

		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.	
66.	P15	<p>Access from private property to active public property will only be allowed with the prior written approval of the General Manager, Planning, Infrastructure and Economic Development Department. The Owner shall place the following clause in each Agreement of Purchase and Sale and shall be registered as a notice on title in respect of all Lots and Blocks:</p> <p>"The Transferee for himself/herself, his/her heirs, executors, administrators, successors and assigns acknowledges being advised that gates accessing public property are not permitted in the fences without the express written permission of the General Manager, Recreation, Cultural and Facility Services Department."</p>	OTTAWA Parks
67.	P16	<p>The Owner shall include a clause in each Agreement of Purchase and Sale and shall be registered as a notice on title in respect of all Lots and Blocks which shall provide notification to all purchasers of lands within the Subdivision that parkland within this subdivision and/or already existing in the vicinity of the subdivision may have:</p> <ul style="list-style-type: none"> a) active hard surface and soft surface recreational facilities b) active lighted sports fields and other lit amenities c) recreation and leisure facilities d) potential community centre e) library f) day care g) other potential public buildings/facilities/amenities. 	OTTAWA Parks
68.	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
69.	P18	The Owner acknowledges and agrees that, following registration of this agreement, the park block 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 block(s) 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 Planning Parks

70.	P21	<p>The Owner acknowledges and agrees to erect 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="padding-left: 40px;">Future Parkland No Dumping No Removal of soils or Vegetation</p> <p>All at the expense of the Owner</p>	OTTAWA Parks
71.	P22	<p>Upon registration of the subdivision and transfer of ownership of the park block to the city, the Owner agrees to provide:</p> <ul style="list-style-type: none"> • a certificate of insurance that names the City of Ottawa as Additional Insured, and • a letter of credit which covers the full amount of the park construction cost to ensure the work is completed, <p>the Owner will hereby be granted consent to enter at no cost to complete the work. All is to the satisfaction of the General Manager of Recreation Culture and Facility Services,</p>	OTTAWA Parks
72.	P23	<p>The Owner acknowledges and agrees that no work within the Right-of-Way in front of, or around, any boundary of the park will be a park cost. All Right-of-Way work including, tree planting, topsoil and sod, and all hard surface work will be at the Owner's expense.</p> <p>Where a park plaza or landscape feature extends into the Right-of-Way 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
73.	P24	<p>The Owner and the General Manager of Recreation, Culture and Facility Services may, if it is mutually beneficial to both parties, enter into an agreement whereby the Owner will provide funding (plus 13% HST) to the City for the design and the construction of the park block. The City will proceed to design and construct 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 (plus 13% HST) 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,</p>	OTTAWA Parks

		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.	
		<u>Environmental Constraints</u>	
74.	EC1	The Owner shall prepare an Integrated Environmental Review and/or an Environmental Impact Statement, in accordance with the policies of the Official Plan, to the satisfaction of the General Manager, Planning, Infrastructure and Economic Development Department.	OTTAWA Planning CA
75.	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
76.	EC3	<p>The Owner acknowledges and agrees that the construction of the subdivision shall be in accordance with the recommendations of the Tree Conservation Report and Environmental Impact Statement, prepared by Muncaster Environmental Planning Inc., updated March 1, 2019:</p> <ul style="list-style-type: none"> • Due to the anticipated grading and other servicing requirements for the urban residential development no tree retention is anticipated for the site. Figure 5.1 in Appendix E of IBI (2018) identifies grade raises of at least one metre for much of the site. Plantings of native vegetation are recommended as part of the development, especially infill plantings to re-establish native vegetation along new and disturbed edges adjacent to the natural features to remain to the north. Lands owned by the applicant to the west of this site will not be disturbed at this time. Plantings are also recommended along the west edge of the site to minimize impacts on the lands outside of the Plan of Subdivision, though the lands immediately to the west are not heavily treed. Planting details will be provided on a Landscape Plan to be produced as a draft condition. Potential native species to plant include nannyberry, elderberry and dogwood shrubs along with sugar maple, red maple, basswood, balsam fir, bur oak, tamarack, and white spruce trees. Sourcing native species from local seed sources is strongly recommended to ensure adaptability and longevity. In areas where the root structures may reach clay soils, tree and shrub species that have a high water demand are not recommended. These species include willows, 	OTTAWA Planning CA

		<p>poplars, and elm. Also, Paterson (2018) noted that limiting planting of trees to areas away from the buildings may reduce the impacts of the proposed development on the long-term groundwater level.</p> <ul style="list-style-type: none"> • Due to the sensitive clay soils, Paterson (2018) identified tree planting setback areas for the north and much of the central portion of the site (see Area 2 of Drawing PG4242- 3 in Appendix 2 of Paterson (2018)). The tree planting setback recommendations by Paterson (2018) included large trees (mature height over 14 m) can be planted within Area 2 provided a tree to foundation setback equal to the full mature height of the tree can be provided (e.g. in a park or other green space). Paterson (2018) noted that the tree planting setback limits may be reduced to 4.5 m for small (mature tree height up to 7.5m) and medium size trees (mature tree height 7.5 m to 14 m) provided that the conditions with respect to available soil volume, mature tree size, local grading, and reinforced foundation walls are met as outlined in Section 6.7 of Paterson (2018). No tree planting setbacks were recommended for the south and portions of the central part of the site due to the lack of sensitive clay deposits (see Area 1 on Drawing PG4242- 3). • To further reduce the impacts on the long-term groundwater level Paterson (2018) also recommended placing clay dykes in the service trenches, reducing the sizes of paved areas, and leaving green spaces, such as the park and school fields, to allow for groundwater recharge. This is anticipated to avoid potential indirect impacts on the coniferous swamp forest to the northwest of the site within the Environmental Protection lands. • To provide sediment and erosion control, delineate the work area, and protect adjacent vegetation and their associated critical root zones, silt fencing is to be installed along the perimeter of the work areas. The fencing will be placed by a qualified contractor before additional site alterations occur at the outside edge of the critical root zones of the adjacent trees to protect, which is defined as ten time the tree trunk diameter. The fencing must be properly keyed in to filter runoff and assist in keeping wildlife out of the work area. The fencing will need to be maintained as required including repair of broken sections and removal of accumulated sediment. The fencing will be inspected frequently, at least weekly and after every storm event. Signs, notices or posters are not to be attached to any tree. No grading, heavy machinery traffic, stockpiling of material, machinery maintenance and refueling or other activities that may cause soil compaction are to occur outside of the work areas delineated by the silt fencing. The root system, trunk or branches of the trees to be retained are to be protected and not damaged. If any roots of trees to be retained are exposed during site alterations, the roots shall be immediately reburied with soil or covered with filter cloth, burlap or woodchips and kept moist until the roots can be 	
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		<p>buried permanently. A plastic covering should be used to retain moisture during an extended period when watering is not possible. Any roots that must be cut are to be cut cleanly to facilitate healing and as far from the tree as possible. Exhaust fumes from all equipment during construction will not be directed towards the canopy of trees to be retained. The silt fencing is to be retained and kept in proper working order until all site servicing and construction has been completed and the site has been stabilized.</p> <ul style="list-style-type: none"> • Once the fencing has been installed, prior to any site disturbances the work area is to be thoroughly searched and any wildlife at risk including turtles and snakes are to be safely relocated to the Environmental Protection lands to the north. Animals should be moved only far enough to ensure their immediate safety. See Appendix 1 and the links in Section 4 of City of Ottawa (2015) for suggestions on how to effectively relocate turtles and snakes. • To protect breeding birds, the woody vegetation removal should not occur between April 15th and August 15th, unless a breeding bird survey conducted by a qualified biologist within five days of the woody vegetation removal identifies no active nests in the trees or shrubs. An important note is that it can be very difficult in forests with a thick understory to determine if bird nests are present in the upper portions of the canopy. Although not anticipated to utilize the site, by removing trees outside of the nesting period, if potential Species of Special Concern such as eastern wood pewee and wood thrush are utilizing the site, the individuals will not be harmed and remaining habitat to the northwest can be utilized; • The woody vegetation removal is to be cleared such that existing connections to adjacent areas of natural habitat are maintained until the final stage of clearing, so that wildlife can use these connections to leave the site. This involves clearing the trees and shrubs from east to northwest as has been done by the existing vegetation removal; • Prior to filling in the former excavation areas which are now meadow marshes, these areas are to be searched for amphibians during the active period from May 1st to October 15th. Amphibians present are to be relocated to suitable habitat within the Jock River corridor to the north. Once the former excavation areas have been cleared of any amphibians, it is important that these areas are immediately filled in or otherwise altered so there is no potential for amphibians to return; • Many helpful wildlife oriented mitigation measures are detailed in the City's Protocol for Wildlife Protection during Construction (City of Ottawa, 2015). The contractor is to be aware of the potential Species at Risk in the vicinity of the site including butternut. Appendix 1 of City of Ottawa (2015) describes these species. Bernie Muncaster (613-748-3753) is project biologist for this 	
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		<p>development. Any Species at Risk sightings are to be immediately reported to the project manager and the MNRF and work that may impact the species suspended immediately; and,</p> <ul style="list-style-type: none"> • As recommended in the City of Ottawa (2015) prior to beginning work each day, the work areas are to be checked for wildlife by conducting a thorough visual inspection of the work space and immediate surroundings. See Section 2.5 of the City's Protocol for Wildlife Protection during Construction (City of Ottawa, 2015) for additional recommendations on construction site management. <p>Additional recommended mitigation measures for sediment and erosion control and general environmental protection include:</p> <ul style="list-style-type: none"> • Any groundwater that must be removed from the work areas will be pumped into a proper filter mechanism such as a sediment trap or filter bag prior to release to the environment; • The extent of exposed soils is to be kept to a minimum at all times. Re-vegetation of exposed, non-developed areas is to be achieved as soon as possible. The objective with respect to erosion and sediment controls will be to ensure that the surface water runoff leaving the site is not degraded with respect to water quantity or quality. Erosion and sediment control will focus on best management practices such as grassed swales with a reduced slope, and direction of roof runoff to grass or other permeable surfaces; • During construction, seepage barriers such as silt fencing, straw bale check dams and other sediment and erosion control measures will be installed as required to OPSD requirements in any temporary drainage ditches and around disturbed areas during construction and stockpiles of fine material. These control measures must be properly maintained to maximize their function during construction; • Municipal by-laws and provincial regulations for noise will be followed and utilities will be located as required in the vicinity of the site prior to construction; and, • Waste will be managed in accordance with provincial regulations. The contractor will have a spill kit on-hand at all times in case of spills or other accidents. 	
77.	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
78.	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	OTTAWA Planning CA

		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.	
		<u>Record of Site Condition / Contaminated Soil</u>	
79.	RSC1	The Owner shall be required to submit to the General Manager, Planning, Infrastructure and Economic Development Department and Chief Building Official, a Record of Site Condition (RSC) completed in accordance with the O.Reg. 153/04, and acknowledged by the Ministry of Environment. The RSC shall confirm that all or part of the site will be suitable for the proposed use in accordance with O.Reg. 153/04.	OTTAWA Planning BCS
		<u>School</u>	
80.		The Owner shall include in all Agreements of Purchase and Sale the following clause: “Prospective purchasers are informed that school accommodation pressures exist in the Ottawa-Carleton District School Board schools designated to serve this development which are currently being addressed by the utilization of portable classrooms and/or by directing students to schools outside their community.”	Specify Board OCDsB
		<u>Archaeology</u>	
81.	ARC1	Where the Owner is required to undertake an archaeological assessment: 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. 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.	OTTAWA Planning MTCS (Ministry provides written clearance to the City prior to registration, usually at the request of the applicant.)

		<u>Stormwater Management</u>	
82.	SW1	<p>The Owner shall provide any and all stormwater report, Assessment of Adequacy of Public Services, prepared by IBI Group, Project: 115496-5.2.2, dated April 2018 (revised March 2019), or as amended, 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
83.	SW2	<p>(a) Prior to the commencement of construction of any phase of this Subdivision (roads, utilities, any off site work, etc.) the Owner shall:</p> <ul style="list-style-type: none"> i. have a Stormwater Management Plan and an Erosion and Sediment Control Plan prepared by a Professional Engineer in accordance with current best management practices; ii. (if appropriate) provide all digital models and modelling analysis in an acceptable format; iii. have said plans approved by the General Manager, Planning, Infrastructure and Economic Development Department, and iv. provide certification through a Professional Engineer licensed in the province of Ontario that the plans have been implemented. <p>(b) All submissions and any changes made to the Plan shall be submitted to the satisfaction to the City and the Rideau Valley Conservation Authority.</p> <p>(c) The Owner shall implement an inspection and monitoring plan to maintain erosion control measures.</p>	OTTAWA Planning CA
84.	SW3	<p>On completion of all stormwater works, the Owner agrees to provide certification to the General Manager, Planning, Infrastructure and Economic Development Department through a Professional Engineer, licensed in the province of Ontario, that all measures have been implemented in conformity with the approved Stormwater Site Management Plan.</p>	OTTAWA Planning

85.	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
86.	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
87.	SW8	Where the Owner is required under this Agreement to provide the oversize and/or over-depth storm sewers or open drains in order to make provisions for later development of upstream lands not owned by the Owner herein, as referred to in the approved plans, the City will, insofar as it legally may, require that payment shall be made by the Owner of such upstream undeveloped land which will utilize the said storm sewers as an outlet(s), prior to registration. The amount of payment shall be determined by the General Manager, Planning, Infrastructure and Economic Development Department.	OTTAWA Legal
		<u>Sanitary Services</u>	
88.	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
89.	SS2	Where the Owner is required under this Agreement to provide and install sanitary sewers of a diameter larger and/or at a greater depth than would be required to service the area to be developed, as detailed in the approved plans of this agreement, the Owner shall convey to the City such 0.3m reserves as may be necessary to prevent the Owners and developers of adjacent lands from making connections to the sanitary sewers installed by the Owner, the City will, insofar as it legally may, require other persons connecting to the sewer to pay an equitable share of	OTTAWA Planning

		the cost thereof to the Owner. The amount of payment shall be determined by the General Manager, Planning, Infrastructure and Economic Development Department.	
90.	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
		<u>Water Services</u>	
91.	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
92.	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
93.	W3	The Owner acknowledges and agrees not to permit any occupancy of buildings on the individual Lots described in Schedule "A" until the water plant has been installed, sterilized and placed in service to the satisfaction of the General Manager, Planning, Infrastructure and Economic Development Department.	OTTAWA Planning
94.	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

95.	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
96.	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 a 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>	
97.	SL1	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: <ul style="list-style-type: none"> a. Watermains; b. Sanitary Sewers; c. Storm Sewers; d. Roads and traffic plant(s); e. Street Lights; f. Sidewalks; g. Landscaping; h. Street name, municipal numbering, and traffic signs; i. Stormwater management facilities; and j. Grade Control and Drainage. 	OTTAWA Planning
98.	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
99.	SL3	The Owner agrees to provide services oversized and over depth to service lands beyond the limits of the subdivision as required and to the satisfaction of the General Manager, Planning, Infrastructure and Economic Development Department.	OTTAWA Planning

100.	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
		<u>Utilities</u>	
101.	U1	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).	OTTAWA Planning
102.		The Owner shall indicate in the Agreement, in words satisfactory to Bell Canada, that it will grant to Bell Canada any easements that may be required, which may include a blanket easement, for communication/telecommunication infrastructure. In the event of any conflict with existing Bell Canada facilities or easements, the Owner shall be responsible for the relocation of such facilities or easements.	Bell
103.		The Owner shall contact Bell Canada during detailed design to confirm the provisions of communication/telecommunication infrastructure needed to service the development.	Bell
104.		The Owner acknowledges that if any future development include plans for multi-unit buildings with a common indoor entrance, the developer must supply, install and maintain the mail delivery equipment within these buildings to Canada Post's specifications.	Canada Post
105.		The Owner shall, prior to offering any units for sale, display a map in the sales office in a place readily accessible to potential homeowners that indicates the location of all Community Mail Boxes within the development, as approved by Canada Post.	Canada Post

106.		The Owner shall consult with Canada Post to determine suitable permanent locations for Community Mail Boxes and illustrate these locations on approved utility and/or servicing plans.	Canada Post
107.		The Owner acknowledges and agrees to include in all offers of purchase and sale agreements advising purchasers that mail will be delivered via Community Mail Box. The developer shall further notify all future purchasers of locations of all Community Mail Boxes and to notify affected homeowners of any established easements granted to Canada Post to permit access to the Community Mail Box.	Canada Post
108.		The developer will provide a suitable and safe temporary site for a Community Mail Box until curbs, sidewalks and final grading are completed at the permanent Community Mail Box locations. Canada Post will provide mail delivery to new residents as soon as the homes are occupied	Canada Post
109.		The developer agrees to provide the following for each Community Mail Box site and to include these requirements on the appropriate servicing plans: <ul style="list-style-type: none"> i. Any required walkway across the boulevard, per municipal standards ii. Any required curb depressions for wheelchair access, with an opening of at least two meters (consult Canada Post for detailed specifications) 	Canada Post
110.	H1	The Owner shall pre-consult with Hydro Ottawa for any proposed reduction to the City of Ottawa three-metre minimum standard setback prior to designing the electrical servicing, as it may affect the electrical servicing design, timeline for installation and cost; this includes any proposed overhang encroachment into the 3m-setback space.	Hydro Ottawa
111.	H2	The Owner may be required to enter into an Electrical Servicing Agreement with Hydro Ottawa Limited, to the satisfaction of Hydro Ottawa.	Hydro Ottawa
112.	H3	The Owner may be responsible for a Capital Contribution payment(s) towards a distribution system expansion, if the proposed development requires electrical servicing greater than can be provided by the existing distribution system in the vicinity, either in capacity or in extension limit. This amount shall be in accordance with Hydro Ottawa's Contributed Capital Policy and Conditions of Service.	Hydro Ottawa
113.	H4	Hydro Ottawa's standard distribution network is overhead for any voltage system along or through open fields, business parks, rural areas, arterial, major collector and collector roads; any additional premium costs beyond the standard shall be at the Owner's cost; in all instances, electrical distribution above 27kV shall be via overhead distribution.	Hydro Ottawa

114.	H5	The Owner shall be responsible for servicing the buildings within the property. Only one service entrance per property shall be permitted.	Hydro Ottawa
115.	H6	Prior to commencement of any construction activities, the Owner shall inform Hydro Ottawa of any acute shock construction process or rubberization to be used during construction, and apply Hydro Ottawa's work procedure UDS0022 "Protecting Electrical Distribution Underground Plant & Support Structures from Acute Shock Construction Processes". The Owner shall be responsible for any damage to Hydro Ottawa distribution assets.	Hydro Ottawa
116.	H7	Hydro Ottawa prohibits any change of grade that results in reduced life expectancy of the asset. Any change in grade of more than 0.3m in the vicinity of proposed or existing electric utility equipment shall be reviewed with Hydro Ottawa. The proposed grade change around XX [state where] is more than 0.3m.	Hydro Ottawa
117.	H8	The Owner shall ensure that any landscaping or surface finishing does not encroach into existing or proposed Hydro Ottawa's overhead or underground assets or easement. When proposing to place plantings in proximity of existing power lines, the Owner shall refer to Hydro Ottawa's free publication "Tree Planting Advice". The shrub or tree location and expected growth must be considered. If any Hydro Ottawa related activity requires the trimming, cutting or removal of vegetation, or removal of other landscaping or surface finishing, the activity and the re-instatement shall be at the Owner's expense.	Hydro Ottawa
118.	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</p>	Hydro Ottawa

		<p>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, without City's approval.</p> <p>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.</p>	
119.		The Owner acknowledges and agrees to contact Enbridge Gas Distribution's Customer Connections department 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
120.		The Owner acknowledges and agrees that if the gas main needs to be relocated as a result of changes in the alignment or grade of the future road allowances or for temporary gas pipe installations pertaining to phase construction, all costs are the responsibility of the applicant.	Enbridge
121.		The Owner acknowledges and agrees that in the event that easement(s) are required to service this development, the applicant will provide the easement(s) to Enbridge Gas Distribution at no cost. The inhibiting order will not be lifted until the application has met all of Enbridge Gas Distribution's requirements.	Enbridge
122.		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
123.		The Owner acknowledges and agrees Enbridge Gas Distribution reserves the right to amend or remove development conditions.	Enbridge
		<u>Fire Services</u>	

124.	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
125.	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
126.	FUS3	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 Lots and Blocks 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
127.	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>	

128.	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> <p>The Owner acknowledges that noise related conditions may be modified or confirmed as noise study information is reviewed.</p>	OTTAWA Planning
129.	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
130.	N4	The Owner agrees that all purchase and sale agreements for the whole or any part of the lot/block on the Plan of Subdivision shall contain the following clauses that shall be registered as a notice on title in respect of all Lots and Blocks:	OTTAWA Planning Legal
131.	N4	<p>The following warning clause shall be included in an Agreement of Purchase and Sale:</p> <p>"This dwelling unit has been fitted with a forced air heating system and the ducting, etc. was sized to accommodate central air conditioning. Installation of central air conditioning by the occupant will allow windows and exterior doors to remain closed, thereby ensuring that the indoor sound levels are within the City's and the Ministry of the Environment's noise criteria. (Note: The location and installation of the outdoor air conditioning device should comply with the noise criteria of MOE Publication NPC-216, Residential Air Conditioning Devices and thus</p>	OTTAWA Planning

		<p>minimize the noise impacts both on and in the immediate vicinity of the subject property.)"</p> <p>Blocks:</p> <ul style="list-style-type: none"> 133, 134, 135, 136, 137, 138, 142, 143, 145, 147, 165, 176, 177, 178, 179, 180, 181, and 183. <p>Lots:</p> <ul style="list-style-type: none"> 53, 75, 76, 77, 95, 129, 130, 131, and 132. <p>As identified within the Traffic Noise Report completed by Gradient Wind, Report number 19-103, dated July 22, 2019.</p>	
132.		<p>The following warning clause shall be included in an Agreement of Purchase and Sale:</p> <p>"This dwelling unit has been supplied with a central air conditioning system which will allow windows and exterior doors to remain closed, thereby ensuring that the indoor sound levels are within the City's and the Ministry of the Environment's noise criteria."</p> <p>Blocks:</p> <ul style="list-style-type: none"> 140, 141, 179, 180, 181, 182, and 183. <p>Lots:</p> <ul style="list-style-type: none"> 52, 96, and 165. <p>As identified within the Traffic Noise Report completed by Gradient Wind, Report number 19-103, dated July 22, 2019.</p>	OTTAWA Planning
133.		<p>The following warning clause shall be included in an Agreement of Purchase and Sale:</p> <p>"Purchasers/tenants are advised that sound levels due to Future Greenbank Road and BRT/Delphinus Avenue road traffic may occasionally interfere with some activities of the dwelling occupants as the sound levels exceed the City's and the Ministry of the Environment's noise criteria."</p> <p>Blocks:</p> <ul style="list-style-type: none"> 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 145, 147, 165, 176, 177, 178, 179, 180, 181, and 183. <p>Lots:</p> <ul style="list-style-type: none"> 52, 53, 75, 76, 77, 95, 96, 129, 130, 131, and 132. <p>As identified within the Traffic Noise Report completed by Gradient Wind, Report number 19-103, dated July 22, 2019.</p>	OTTAWA Planning
134.		<p>The following warning clause shall be included in an Agreement of Purchase and Sale:</p>	OTTAWA Planning

	<p>“Purchasers/tenants are advised that despite the inclusion of noise control features in the development and within the building units, sound levels due to increasing Future Greenbank Road and BRT/Delphinus Avenue road traffic may on occasion interfere with some activities of the dwelling occupants as the sound levels exceed the City’s and the Ministry of the Environment’s noise criteria.”</p> <p>Blocks:</p> <ul style="list-style-type: none"> • 133, 134, 135, 136, 137, 138, 140, 141, 142, 143, 145, 147, 165, 176, 177, 178, 179, 180, 181, and 183. <p>Lots:</p> <ul style="list-style-type: none"> • 52, 53, 75, 76, 77, 95, 96, 129, 130, 131, 132, and 165. <p>As identified within the Traffic Noise Report completed by Gradient Wind, Report number 19-103, dated July 22, 2019.</p>	
135.	<p>The Owner agrees and acknowledges that pursuant to the recommendations of the Noise Feasibility Report, prepared by IBI Group, Project: 115496-5.2.2, updated December 2018, and as identified within the Traffic Noise Report completed by Gradient Wind, Report number 19-103, dated July 22, 2019, the following be addressed:</p> <p>2.2 metre high noise barrier:</p> <ul style="list-style-type: none"> • Northwest portion of lot 52; • Northwest portion of lot 96; • Southwest portion of Block 165; • Northeast portion of lot 77; <p>2.5 metre high noise barrier:</p> <ul style="list-style-type: none"> • East portion of Block 140; • East portion of Block 141; <p>As identified within the Traffic Noise Report completed by Gradient Wind, Report number 19-103, dated July 22, 2019.</p> <p>Noise levels should be assessed at the building façade of units nearest the transportation noise sources.</p> <p>If it is determined that the noise level at the façade of a building exceeds 60.49 dBA, then the Acoustical Insulation Factor (AIF) method be utilized to review building acoustic measures to be incorporated into the building construction. This method is described in the Ministry of the Environment of Ontario document <i>Environmental Noise Assessment in Land Use Planning</i>, 1987 and 1999.</p>	OTTAWA Planning
136.	<p>For those residential units between 500 metres and 1000 metres from the Trail Road Landfill Facility a warning clause shall be inserted into the subdivision agreement and in all offer of purchase and sale agreements, to read as follows:</p>	OTTAWA Planning

		<p>Condition 1) “This dwelling unit has been supplied with a central air conditioning system which will allow windows and exterior doors to remain closed, thereby mitigating any potential odour impacts from the Trail Road Landfill Facility”, to the satisfaction of the General Manager, Public Works and Environmental Services Department (landfill proximity)</p> <p>Condition 2) The Owner shall supply a central air conditioning system for all residential units within 1000 metres of the Trail Road Landfill Facility. Determination of this distance shall be illustrated on a plan and be to the satisfaction of the General Manager, Public Works and Environmental Services Department</p>	
		<u>Land Transfers</u>	
137.	LT1	<p>The Owner shall convey, at no cost to the City, all lands required for public purposes, including but not limited to, reserves, road widenings, daylighting triangles, walkway blocks, open space blocks, and lands required for parks (or cash-in-lieu thereof) and for stormwater management. In particular, the Owner agrees to convey the following lands:</p> <ul style="list-style-type: none"> i. Pathway, Walkway or Servicing Blocks – Block 186 ii. Open Space Blocks – N/A iii. Watercourses (buffer strips/riparian corridors) – N/A iv. Park Blocks – Block 184 v. Storm Water Management Blocks – N/A vi. Road Widening Blocks – N/A vii. 0.3 m Reserve Blocks – Blocks 188, 189, 190, 191, 192, 193, 194 viii. Daylighting Triangles – all daylight triangles as defined on the Draft Plan of Subdivision ix. Transit Corridors – Delphinus Avenue x. Wetlands – N/A 	OTTAWA Planning Legal
138.	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>	
139.	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	OTTAWA Planning

		<p>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.</p> <p>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.</p>	
		<u>Development Charges By-law</u>	
140.	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
141.	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
142.	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> <p>a) a written acknowledgement from the Owner of the obligation to pay the discounted portion of the development charges;</p>	OTTAWA Planning Legal

		<p>b) no reduction in the Letter of Credit below the amount of the outstanding discounted development charges; and</p> <p>c) indexing of the development charges in accordance with the provisions of the Development Charges By-law.</p> <p>The Owner further acknowledges that Council may terminate the eligibility for this two-stage payment at any time without notice, including for the lands subject to this agreement and including for a building permit for which an application has been filed but not yet issued.</p> <p>For the purposes of this provision, “discounted portion” means the costs of eligible services, except fire, police and engineered services that are subject to 90% cost recovery of growth-related net capital costs for purposes of funding from development charges. The 10% discounted portion, for applicable services, must be financed from non-development charge revenue sources.</p> <p>“Non-discounted portion” means the costs of eligible services, fire, police and engineered services, that are subject to 100% cost recovery of growth-related net capital costs for purposes of funding from development charges.</p>	
		<u>Survey Requirements</u>	
143.	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
144.	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
145.	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>	
146.	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
147.	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
148.	C3	The owner shall pay any outstanding taxes owing to the City of Ottawa prior to registration.	OTTAWA

			Planning Revenue
149.	C4	Prior to registration of the Plan of Subdivision, the City is to be satisfied that conditions 1 to 150, or as updated, have been fulfilled.	OTTAWA Planning
150.	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 Fee under Section 427, of the <i>Municipal Act, 2001</i> , like manner as municipal taxes.	OTTAWA Planning
151.	C6	If the Plan(s) of Subdivision, including all phases within the draft approved plan of subdivision, has not been registered by <i>(a date at least three years after the date of draft approval will be inserted later)</i> , the draft approval shall lapse pursuant to Section 51 (32) of the <i>Planning Act</i> . Extensions may only be granted under the provisions of Section 51 (33) of said <i>Planning Act</i> prior to the lapsing date.	OTTAWA Planning

ⁱ For Clearing Agencies:

“Planning” refers to Planning Services.

“LG” refers to applicable landowners group, such as Kanata North (KNLG), Kanata West (KWLG), Fernbank (FLG), East Urban (EULG), Manotick SDA (MLG), and Barrhaven South (BSLG).

“CA” refers to applicable conservation authorities, including RVCA, MVCA, and SNCA.

“Legal” refers to Legal Services.

“Parks” refers to Parks and Facilities Planning Services.

“BCS” refers to Building Code Services.

“Transit” refers to Transit Planning.

“Transpo Plg” refers to Transportation Planning.

“Forestry” refers to Forest Management.

“MTCS” refers to the Ministry of Tourism, Culture and Sport.

“Revenue” refers to Revenue Services.

“Surveys” refers to Surveys & Mapping/City Surveyor.