

MENU OF CONDITIONS
FOR DRAFT APPROVAL
CAIVAN BRAZEAU DEVELOPMENT CORPORATION
3809 BORRISOKANE ROAD

DRAFT APPROVED DD/MM/YYYY

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The City of Ottawa's conditions applying to the draft approval of Caivan Brazeau Development Corporation's Subdivision (File No. D07-16-19-0005), 3809 Borrisokane Road, are as follows:

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| | <p>This approval applies to the draft plan certified by C.M. Fox, Ontario Land Surveyor, dated May 5, 2019, Plotted September 27, 2019, showing 16 streets, 39 residential blocks, 2 pathway block, 1 park block, 4 - 30cm reserves, 1 stormwater management block, and 3 servicing blocks.</p> <p>This approval applies to the approved conceptual plans and reports in support of the draft plan as follows:</p> <ol style="list-style-type: none"> 1) Development Concept Plan, Project Number 1807, Dated August 26, 2019. 2) Development Cross-Section, Prepared by NAK Design Strategies, Project Number 19-095, Dated May 28, 2019. 3) Environmental Impact Statement, Prepared by Kilgour & Associates Ltd., Project Number CAIV836, Dated August 1, 2019. 4) Environmental Noise Control Study – Stationary Noise Component, Prepared by Paterson Group, Report Number PG4752-2- Revision 1, Dated January 7, 2019. 5) Functional Servicing Report, Prepared by David Shaeffer Engineering Ltd., 3rd Submission, Dated September 11, 2019. 6) Geotechnical Investigation, Prepared by Paterson Group, Report PG4504-1 Revision 2, Dated January 8, 2019. 7) Groundwater Infiltration Review, Prepared by Paterson Group, File Number PG4504-MEMO.06 Revision 1, Dated August 30, 2019. 8) Groundwater Review Memo, Prepared by Paterson Group, File Number PG4504-MEMO.07 Revision 1, Dated October 2, 2019. 9) Groundwater Review Memo, Prepared by Paterson Group, File Number PG4504-MEMO.08, Dated October 9, 2019. 10) Mineral Resource Impact Assessment, Prepared by Paterson Group, Report PG4752-1 Revision 1, Dated January 7, 2019. 11) Phase One Environmental Site Assessment, Prepared by Golder Associates Ltd., Dated December 2018. 12) Phasing Plan, Prepared by J. D. Barnes Ltd., Dated May 5, 2019, Plotted July 31, 2019. 13) Planning Rationale, Prepared by J.F. Sabourin Associates Inc., Report Number P1474 (01)(p), Dated January 2019. 14) Preliminary Grading Plan, Prepared by David Shaeffer Engineering Ltd., Project Number 18-1030, Dated July 2019. 15) Stage 1 Archaeological Assessment, Prepared by Paterson Group, Report PA1137-1, Dated December 6, 2018. 16) Streetscape Plan – Single Detached, Prepared by NAK Design Strategies, Project Number 19-095, Dated May 28, 2019. | |
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| | | <p>17) Streetscape Plan – Townhouse, Prepared by NAK Design Strategies, Project Number 19-095, Dated May 28, 2019.</p> <p>18) Traffic Noise Feasibility Assessment, Prepared by Gradient Wind, Project Number 18-198, Dated May 8, 2019.</p> <p>19) Transportation Impact Assessment, Prepared by CGH Transportation, Project Number 2018-05, Dated July 2019.</p> <p>20) Zoning Plan – Single Detached, Prepared by NAK Design Strategies, Project Number 19-095, Dated May 29, 2019.</p> <p>21) Zoning Plan – Townhouse, Prepared by NAK Design Strategies, Project Number 19-095, Dated May 29, 2019.</p> <p>Subject to the conditions below, these plans and reports may require updating and/or additional details prior to final approval.</p> | |
| | | 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> | |
| 1. | G1 | Prior to the issuance of a Commence Work Notification, the Owner shall obtain such permits as may be required from Municipal or Provincial authorities and shall file copies thereof with the General Manager, Planning, Infrastructure and Economic Development Department. | OTTAWA Planning |
| 2. | G2 | <p>Prior to commencing construction, the Owner shall enter into a subdivision agreement with the City. The subdivision agreement shall, among other matters, require that the Owner post securities in a format approved by the City Solicitor, in an amount of 100% of the estimated cost of all works, save and except non-municipal buildings.</p> <p>The aforementioned security for site works shall be for works on both private and public property and shall include, but not be limited to, lot grading and drainage, landscaping and driveways, roads and road works, road drainage, underground infrastructure and services (storm, sanitary, watermains), streetlights, stormwater management works and park works.</p> <p>The amount secured by the City shall be determined by the General Manager, Planning, Infrastructure and Economic Development Department, based on current City tender costs, which costs shall be reviewed and adjusted annually. Securities for on-site works may be at a reduced rate subject to the approval of the General Manager, Planning, Infrastructure and Economic Development Department.</p> <p>Engineering, Inspection and Review fees will be collected based on the estimated cost of the works (+HST) and a park review and inspection fee</p> | OTTAWA Planning |

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| | | 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). | |
| 3. | G3 | The Owner acknowledges and agrees that any residential blocks for street-oriented dwelling units on the final Plan shall be configured to ensure that there will be no more than 25 units per block. | OTTAWA Planning |
| 4. | G4 | <p>The Owner acknowledges and agrees that any person who, prior to the draft plan approval, entered into a purchase and sale agreement with respect to lots or blocks created by this Subdivision, shall be permitted to withdraw from such agreement without penalty and with full refund of any deposit paid, up until the acknowledgement noted above has been executed.</p> <p>The Owner agrees to provide to the General Manager, Planning, Infrastructure and Economic Development Department an acknowledgement from those purchasers who signed a purchase and sale agreement before this Subdivision was draft approved, that the Subdivision had not received draft approval by the City. The Owner agrees that the purchase and sale agreements signed prior to draft approval shall be amended to contain a clause to notify purchasers of this fact, and to include any special warning clauses, such as but not limited to Noise Warnings and easements.</p> | OTTAWA Legal |
| 5. | G5 | All prospective purchasers shall be informed through a clause in the agreements of purchase and sale of the presence of lightweight fill on the lands, and that the presence of such lightweight fill may result in specific restrictions on landscaping, pools, additions, decks and fencing | OTTAWA Legal |
| 6. | G6 | The Owner, or his agents, shall not commence or permit the commencement of any site related works until such time as a pre-construction meeting has been held with Planning, Infrastructure and Economic Development Department staff and until the City issues a Commence Work Notification. | OTTAWA Planning |
| | | <u>Landowners Agreement</u> | |
| 7. | 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 |

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| | | <u>Zoning</u> | |
| 8. | 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 |
| 9. | Z2 | The Owner undertakes and agrees that prior to the registration of the Plan of Subdivision, the Owner shall deliver to the City a certificate executed by an Ontario Land Surveyor showing that the area and frontage of all lots and blocks within the Subdivision are in accordance with the applicable Zoning By-law. | OTTAWA Planning |
| | | <u>Roadway Modifications</u> | |
| 10. | 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 |
| 11. | RM2 | <p>[Road signage and pavement marking]</p> <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 |
| 12. | RM3 | <p>[Registration and required RMA under DC By-law]</p> <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 |
| 13. | RM4 | [Road Modification Agreement] | OTTAWA Planning |

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| | | 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. | Transpo Plg |
| 14. | RM7 | <p>[Traffic calming]</p> <p>Where traffic calming is identified, the Owner acknowledges and agrees to implement traffic calming measures on roads within the limits of their subdivision to limit vehicular speed and improve pedestrian safety. The Owner further acknowledges and agrees that the detailed design for new roads will include the recommendation(s) from the required supporting transportation studies.</p> <p>The Owner agrees that traffic calming measures shall reference best management practices from the Canadian Guide to Neighbourhood Traffic Calming, published by the Transportation Association of Canada, and/or Ontario Traffic Manual. These measures may include either vertical or horizontal features (such measures shall not interfere with stormwater management and overland flow routing), including but not limited to:</p> <ul style="list-style-type: none"> • intersection or mid block narrowings, chicanes, medians; • speed humps, speed tables, raised intersections, raised pedestrian crossings; • road surface alterations (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. | OTTAWA Planning |
| | | <u>Highways/Roads</u> | |
| 15. | HR1 | The Owner acknowledges and agrees that all supporting transportation studies and design of all roads and intersections shall be to the satisfaction of the General Manager, Planning, Infrastructure and Economic Development Department. | OTTAWA Planning |
| 16. | HR2 | The Owner shall retain a licensed or registered professional with expertise in the field of transportation planning and/or traffic operations to prepare a Transportation Impact Assessment. The study shall comply with the City of | OTTAWA Planning |

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| | | Ottawa's Transportation Impact Assessment Guidelines. The Owner agrees to revise the Draft Plan in accordance with the recommendations of the study. | | | | | | | | | |
| 17. | | The Owner shall provide a Technical Memo to address the sensitivity analysis for an alternative single connection to the subdivision be required through Kilbirnie Drive or Dundonald Drive prior to early servicing to the satisfaction of the General Manager, Planning, Infrastructure and Economic Development Department. | OTTAWA Planning | | | | | | | | |
| 18. | 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 | | | | | | | | |
| 19. | HR5 | Any dead ends and/or open spaces of road allowances created by this plan of subdivision may be terminated in 0.3 metre reserves. | OTTAWA Planning Legal | | | | | | | | |
| 20. | HR6 | <p>The Owner shall provide corner triangles at the following locations on the final plan:</p> <table><tr><td>a) Local Road to Local Road:</td><td>3 metres x 3 metres</td></tr><tr><td>b) Local Road to Collector Road:</td><td>5 metres x 5 metres</td></tr><tr><td>c) Collector Road to Collector Road:</td><td>5 metres x 5 metres</td></tr><tr><td>d) Collector Road to Arterial Road</td><td>5 metres x 5 metres</td></tr></table> | a) Local Road to Local Road: | 3 metres x 3 metres | b) Local Road to Collector Road: | 5 metres x 5 metres | c) Collector Road to Collector Road: | 5 metres x 5 metres | d) Collector Road to Arterial Road | 5 metres x 5 metres | OTTAWA Planning Legal |
| a) Local Road to Local Road: | 3 metres x 3 metres | | | | | | | | | | |
| b) Local Road to Collector Road: | 5 metres x 5 metres | | | | | | | | | | |
| c) Collector Road to Collector Road: | 5 metres x 5 metres | | | | | | | | | | |
| d) Collector Road to Arterial Road | 5 metres x 5 metres | | | | | | | | | | |
| 21. | 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 | | | | | | | | |
| 22. | HR10 | <p>The Owner acknowledges that should the plan be registered in phases; the first phase of registration shall include:</p> <ul style="list-style-type: none">• the construction of the Road Connection (block 15) between Borrisokane Road and Street P (if permitted by the Ministry of Transportation); or• the construction of a connection road from Street B to the existing Kilbirnie Drive; or• the construction of a connection road from Street B to the existing Dundonald Drive (if the connection to Borrisokane Road is not approved by the Ministry of Transportation). | OTTAWA Planning | | | | | | | | |

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| 23. | | <p>Should the City determine that a 24-metre collector connection to Borrisokane Road is required the Owner shall dedicate Block 15 to the City and agrees to construct the road at the Owner's cost to municipal standards, to the satisfaction of the General Manager, Planning, Infrastructure and Economic Development Department.</p> <p>In the event that the City determines that such road connection will not be pursued permanently, then the Owner agrees to remove the residential connection to Borrisokane Road to the satisfaction of the General Manager, Planning, Infrastructure and Economic Development Department.</p> | OTTAWA Planning |
| 24. | | The Owner acknowledges and agrees prior to the earlier of early servicing or registration of the first phase of the subdivision that the Owner shall obtain approval from the Ministry of Transportation for the proposed road connection to Borrisokane Road to the satisfaction of the General Manager, Planning, Infrastructure and Economic Development Department. | OTTAWA Planning |
| 25. | | The Owner acknowledges and agrees that should the interim road connection to Borrisokane Road be established it will be at the Owner's cost and will remain in place until such time as a future alternative public road access is established. The Owner agrees to maintain the interim road to the satisfaction of the General Manager, Planning, Infrastructure and Economic Development Department until such time as it is decommissioned, at no cost to the City, or dedicated as a public road access. | OTTAWA Planning |
| 26. | | Prior to occupancy, the Owner shall provide a secondary road connection for emergency access and/or public transit. This secondary access is to be designed to the satisfaction of the General Manager, Planning, Infrastructure and Economic Development Department. | OTTAWA Planning |
| 27. | 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 |
| 28. | HR15 | The Owner acknowledges that the construction of buildings may be restricted on certain lots and/or blocks until such time as road connections are made so that snow plow turning and garbage collection can be implemented. | OTTAWA Planning |
| | | <u>Public Transit</u> | |

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| 29. | PT1 | The Owner shall design and construct, at its expense, Street A, which has 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. | OTTAWA Planning Transit |
| 30. | | The Owner shall provide temporary turnaround facilities for designated transit Street 'A' terminating at the edge of any phase of development, prior to registration, to accommodate interim transit routes, to the satisfaction of the General Manager, Planning, Infrastructure, and Economic Development, and the Transit Services Department. | OTTAWA Transit |
| 31. | | The Owner acknowledges that Block 51 may be required for the construction of a temporary emergency and/or bus only access road connecting Street 'B' to Dundonald Drive. | OTTAWA Transit |
| 32. | 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 |
| 33. | 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 |
| 34. | 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 |
| 35. | 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 | OTTAWA Transit |

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| | | 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. | |
| | | <u>Geotechnical</u> | |
| 36. | GT2 | <p>The Owner shall submit a geotechnical report prepared in accordance with the City's Geotechnical Investigation and Reporting Guidelines and/or Slope Stability Guidelines for Development Applications by a geotechnical engineer or geoscientist, licensed in the Province of Ontario, containing detailed information on applicable geotechnical matters and recommendations to the satisfaction of the General Manager, Planning, Infrastructure and Economic Development which include, but are not limited to:</p> <ul style="list-style-type: none"> a) existing sub-surface soils, groundwater conditions; b) slope stability (including an assessment during seismic loading) and erosion protection, in addition to any building construction requirements adjacent to unstable slope; c) clearly indicate orientation of any cross-sections used in slope stability analysis and location of center of the slip circle; d) grade raise restrictions on the site and, if appropriate, the impacts this will have on the slope stability; e) design and construction of underground services to the building, including differential settlement near any buildings or structures; f) design and construction of roadway, fire routes and parking lots; g) design and construction of retaining walls and/or slope protection; h) design and construction of engineered fill; i) design and construction of building foundations; j) site dewatering; k) design and construction of swimming pools; l) design and construction of park blocks for its intended uses; and m) in areas of sensitive marine clay soils: | OTTAWA Planning |
| 37. | | The Owner acknowledges that ground water concerns associated with property at 3460 Greenbank may have potential impacts on the Owner's land. The Owner further acknowledges that in the event that an issue has been established and is related to the subject lands, that any type of building permit will not be issued prior to a solution to address the ground water concerns is accepted by the City to the satisfaction of the General Manager, Planning, Infrastructure, and Economic Development Department. | OTTAWA Planning |
| | | <u>Pathways, Sidewalks, Walkways, Fencing, and Noise Barriers</u> | |

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| 38. | 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 |
| 39. | S3 | <p>[Sidewalks along public roads]</p> <p>The Owner agrees to design and construct 1.8 metre (minimum) wide sidewalks and/or 1.5 metre (minimum) cycle tracks at the following locations:</p> <ul style="list-style-type: none"> • Street A – sidewalk both sides with cycle tracks on both sides • Street B – east side only • Streets D, C1, C2, I, O – south side only • Street J – north side only • Street F – east side adjacent to Blocks 10, 11, 12, 13 and 17 only • Block 51 – both sides of permanent road (if connection is made) | OTTAWA Planning |
| 40. | S4 | <p>[Walkways on public lands]</p> <p>The Owner agrees to design and construct, fully accessible, 3.0 metre wide walkways and related works through the length of the public lands, as identified on XX Plan (if applicable) at in the following locations:</p> <ul style="list-style-type: none"> • Block 39, connecting Street K and Street C2; • Block 40, connecting Park Block 41 and Street L. | OTTAWA Planning |
| 41. | S6 | <p>[Chain link fence between public and private lands]</p> <p>a) The Owner agrees to design and construct 1.5 metre black vinyl-coated chain link fences in accordance with the Fence By-law at the following locations:</p> <ul style="list-style-type: none"> • East and west sides of Block 39; • North and south sides of Block 40. <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 |
| 42. | S7 | <p>[Chain link fence between parks and other lands]</p> <p>a) The Owner agrees to design and construct 1.5 metre black vinyl-coated chain link fences in accordance with the Fence By-law at the following locations:</p> <ul style="list-style-type: none"> • East side of Block 41, excepting where Block 41 and Block 40 meet; • South side of Block 41. | OTTAWA Planning Parks |

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| | | <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 park. Refer to Parks condition 65 for details.</p> | |
| 43. | S9 | <p>[Noise attenuation barriers]</p> <p>a) The Owner agrees to design and erect at no cost to the City, noise attenuation barriers in accordance with City specifications as detailed in the Noise Impact Study.</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 |
| 44. | 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>Caivan Brazeau Development 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> | |
| 45. | 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> | OTTAWA Planning Forestry |

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| | | <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> | |
| 46. | 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. d) If trees need to be replaced, Forestry staff reserve the right to plant appropriate size trees at one tree per lot. <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</p> | OTTAWA Planning Forestry |

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| | | alternative locations, to the satisfaction of the General Manager, Planning, Infrastructure and Economic Development Department. | |
| 47. | 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 Investigation, Prepared by Paterson Group, Report PG4504-1 Revision 2, Dated January 8, 2019, to the satisfaction of the General Manager, Planning Infrastructure and Economic Development.</p> <p>b) At the time of tree planting, in addition to providing an F1 inspection form, the Landscape Architect will provide a signed letter indicating that trees have been planted with appropriate soil volume in accordance with the approved Landscape Plan, to the satisfaction of the General Manager, Planning Infrastructure and Economic Development.</p> | OTTAWA Planning |
| | | <u>Tree Conservation</u> | |
| 48. | TC1 | <p>The Owner acknowledges and agrees to abide by the Urban Tree Conservation By-law, 2009-200, and that any trees to be removed from the site shall be in accordance with an approved Tree Permit.</p> <p>The Owner agrees to implement the measures recommended in the supporting tree conservation report to ensure preservation of the trees identified for protection, in accordance with the City's tree protection requirements listed within the Urban Tree Conservation By-law, 2009-200. All of which are to the satisfaction of the General Manager, Planning, Infrastructure and Economic Development Department.</p> | OTTAWA Planning |
| 49. | 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> | |
| 50. | P1 | <p>In accordance with the <i>Planning Act</i> and the City of Ottawa Parkland Dedication By-law, the Owner shall convey Block 41 to the City for parkland purposes; or</p> <p>a) convey Block 41 together with cash-in-lieu of parkland on the subject lands within Ward (specify) such value of the land to be determined by the City's Realty Services Branch. The Applicant shall be responsible for any appraisal costs incurred by the City;</p> | OTTAWA Parks |

| | | all to the satisfaction of the General Manager, Recreation, Cultural and Facility Services Department. | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
|---|-------|--|-------------------------------|-------------------|--|--|--|--------------------|-----|--|--|--|--|--|--|--|--|------------------|-----|--------|-------------|-------------------|--|--|-----|---------|-------|--|--|--|--|-------|---------------------|--|--|----------|-------|--|---|--|-------|---|--|-------|-----------------|
| 51. | P2 | <p>The Owner covenants and agrees that Block 41 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 (residential >18units/ha), but for apartments, as defined by the zoning by-law, this parkland conveyance will not exceed a maximum of 10% of the land area of the site being developed; all to the satisfaction of the General Manager, Recreation, Cultural and Facility Services Department.</p> <p>Based on the estimated number of 500 units for this subdivision, there is a parkland dedication requirement of 1.667 hectares, as shown in the table below.</p> <table><tr><th colspan="5">Parkland Dedication Required:</th></tr><tr><td>Residential Units:</td><td>500</td><td></td><td></td><td></td></tr><tr><td></td><td></td><td></td><td></td><td></td></tr><tr><td>Unit Sub-Totals:</td><td>500</td><td>Total:</td><td>Calculation</td><td>Parkland Required</td></tr><tr><td></td><td></td><td>500</td><td>1 / 300</td><td>1.667</td></tr><tr><td colspan="4">Parkland REQUIRED in Draft Plan Area (ha):</td><td>1.667</td></tr></table> <table><tr><th colspan="3">Parkland Dedicated:</th></tr><tr><td>Block 41</td><td>1.720</td><td></td></tr><tr><td colspan="2">Parkland DEDICATED in Draft Plan Area (ha):</td><td>1.720</td></tr></table> <table><tr><td colspan="2">Parkland Over-Dedication in Draft Plan Area (ha):</td><td>0.053</td></tr></table> <p>The Owner covenants and agrees that there is an over-dedication of 0.053 hectares for this Draft Plan area, and that the City will not provide any form of reimbursement for this over-dedication.</p> <p>In the event that the number of units change, the required parkland dedication will also change.</p> | Parkland Dedication Required: | | | | | Residential Units: | 500 | | | | | | | | | Unit Sub-Totals: | 500 | Total: | Calculation | Parkland Required | | | 500 | 1 / 300 | 1.667 | Parkland REQUIRED in Draft Plan Area (ha): | | | | 1.667 | Parkland Dedicated: | | | Block 41 | 1.720 | | Parkland DEDICATED in Draft Plan Area (ha): | | 1.720 | Parkland Over-Dedication in Draft Plan Area (ha): | | 0.053 | OTTAWA Parks |
| Parkland Dedication Required: | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Residential Units: | 500 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
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| Unit Sub-Totals: | 500 | Total: | Calculation | Parkland Required | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| | | 500 | 1 / 300 | 1.667 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Parkland REQUIRED in Draft Plan Area (ha): | | | | 1.667 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Parkland Dedicated: | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Block 41 | 1.720 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Parkland DEDICATED in Draft Plan Area (ha): | | 1.720 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Parkland Over-Dedication in Draft Plan Area (ha): | | 0.053 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 52. | P3 | <p>The Owner acknowledges and agrees to design and construct the parkland, identified as Block 41, 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 each park. The expected cost of the design, construction, review and inspection of these parks will be in accordance with the rate per hectare and indexing rate utilized for</p> | OTTAWA Parks | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |

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| | | <p>park development by the City at the time of registration of each phase of development, and shall be referred to as the Park Development Budget.</p> <p>The design plans and documents as well as the final budget for design, construction, review and inspection (the Park Development Budget) shall be subject to approval by the City, all to the satisfaction of the General Manager, Recreation, Cultural and Facility Services Department.</p> | |
| 53. | P4 | <p>All Owner obligations associated with the Park Block must be completed to the satisfaction of the General Manager, Recreation, Cultural and Facility Services Department within two years of registration of that phase of the subdivision which contains the Park Block.</p> <p>Further to condition P3, above, in the event that the park construction occurs more than two years after the registration of that phase of subdivision which contains the Park Block, the Owner agrees that the Park Development Budget shall be based on the rate per hectare and indexing rate utilized for park development by the City in effect at the time of the commencement of the park construction.</p> | OTTAWA Parks |
| 54. | P5 | <p>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.</p> <p>If encumbrances exist on site, the removal and/or mitigation of the encumbrances shall be the responsibility of the Owner, at the Owner's expense.</p> <p>All to the satisfaction of the General Manager, Recreation, Cultural and Facility Services Department.</p> | OTTAWA Parks |
| 55. | P7 | <p>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 are 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.</p> <p>All of the aforementioned are to the satisfaction of the General Manager, Recreation, Cultural and Facility Services Department.</p> | OTTAWA Parks |
| 56. | 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,</p> | OTTAWA Parks |

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| | | <p>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 Block.</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> | |
| 57. | P9 | <p>The City acknowledges and agrees that the Owner may use the Park Block(s) outside of the protected park areas for the stockpiling of materials or staging as needed. The Owner agrees to conduct the stockpiling of soils in accordance with the future excess soils regulation, as amended.</p> <p>The Owner agrees contaminated soils shall not be stockpiled on future park areas. The Owner agrees to provide to the City documentation of the source and quality of the soils temporarily stored on the future park areas.</p> <p>The Owner acknowledges and agrees that in the event that the Owner chooses to use the parkland for stockpiling or staging, once this use of the parkland is completed, all materials will be removed from the parkland and a geotechnical report by a qualified and licensed engineer or geoscientist will be submitted. The geotechnical report shall confirm that the subgrade is suitable for its intended use and that no contaminants have been deposited on the parkland. The geotechnical report must indicate the level of soil compaction on the site and conform to City Standards, to the satisfaction of the General Manager, Recreation, Cultural and Facility Services Department.</p> <p>The Owner agrees that any remediation required to the parkland as result of the Owners use of the parkland will be at the Owner's expense and will 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 |
| 58. | P10 | <p>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</p> | OTTAWA Parks |
| 59. | P11 | <p>Any fill imported to the 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</p> | OTTAWA Planning Parks |

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| | | <p>Qualified Person. Soils must be tested to the minimum parameter list as specified in the excess soils regulation. Importation of soils with no chemical testing will not be permitted. Additional testing may be required by the Qualified Persons as defined in the regulation.</p> <p>Copies of all records related to all soils imported to the future park areas must be provided to the City. It is the responsibility of the Owner to fill and rough grade the park where necessary to meet subdivision grades, with clean earth borrow, compacted and leveled within the Park Block accordingly, to provide for positive surface drainage as per the City Standards for Park Fill and rough grading as per the approved subdivision grading plan. All at the expense of the Owner. All works and fill materials are to be approved by the General Manager, Planning, Infrastructure and Economic Development Department prior to being placed on site.</p> <p>All work shall proceed in accordance with the applicable By-laws and according to the current (at time of work) approved City details and specifications.</p> | |
| 60. | P12 | <p>It is the responsibility of the Owner to undertake final grading of the park block as per the park working drawings / grading and drainage plan. This final grading will be covered by the Park Development Budget to a maximum of 10% of the park construction cost. Additional grading beyond 10% of park construction cost will be at the Owner's expense.</p> <p>To be noted: this final grading is comprised of grading over-and-above the required subdivision grading of the Park Block, as per the approved subdivision grading plan.</p> <p>All works and design drawings are subject to the approval of the General Manager, Recreation, Cultural and Facility Services Department and the General Manager, Planning, Infrastructure and Economic Development Department.</p> | OTTAWA Planning Parks |
| 61. | P13 | <p>Unless otherwise specified the Owner shall provide the following services and utilities to the Park Block:</p> <ul style="list-style-type: none"> a) A 300mm diameter storm sewer and CB/MH at 2m inside the park property line. b) A 50mm diameter water line complete with standpost at 2m inside the park property line. A city standard park water vault chamber, standard detail W31.1 latest version, must also be installed as part of parks water works. The park water vault will be funded from the park budget. Co-ordination of all park water works including water vault and meter installation is an Owner responsibility. c) 150mm diameter sanitary sewer and MH at 2m inside the park | OTTAWA Parks |

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| | | <p>property line.</p> <p>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> <p>All works shall be shown on the approved drawings.</p> | |
| 62. | P14 | <p>The Owner shall install fencing of uniform appearance and quality, with a minimum height of five feet (5') (1.5m) along the common boundary of all residential lots and other lots which abut Park Blocks. Fences shall be installed 0.15m on the park property side of the common property line, and the location of the fence shall be verified by an Ontario Land Surveyor. All fences must adhere to the City's fence By-law 2003-462. Fence materials will be of commercial grade and consist of 6-gauge black vinyl coated chain link material and black powder coated schedule 40 pipe rails and posts or an approved alternative.</p> | OTTAWA Parks |
| 63. | P15 | <p>Access from private property to active public property will only be allowed with the prior written approval of the General Manager, Recreation, Cultural and Facility Services 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 |
| 64. | 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 (select as appropriate):</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 |

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| 65. | P17 | The Owner acknowledges and agrees that, if the approved park concept design contains amenities proposed by the Owner that exceed the standard Park Development 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 |
| 66. | P18 | The Owner acknowledges and agrees that, following registration of this agreement, all Park Blocks will be transferred to the City. Notwithstanding said transfer, the Owner acknowledges and agrees that, prior to the assumption of the park by the City, the Owner will retain all liability for the transferred blocks and that said transfer will in no way exonerate the Owner from its responsibility to design and construct the park pursuant to the terms of this agreement. | OTTAWA Parks |
| 67. | P19 | The Owner acknowledges and agrees that where multiple parks are to be developed within a Community Design Plan (CDP) area or Draft Plan of Subdivision with multiple land-owners, the land-owners will enter into a cost sharing agreement to cover the cost of the development of the parks as per the direction of OPA 159. No approvals will be given on a plan of subdivision until a cost sharing agreement regarding the development of parkland within the development area has been entered into and submitted to the City. All to the satisfaction of the General Manager, Recreation, Cultural and Facility Services and the General Manager, Planning, Infrastructure and Economic Development. | OTTAWA Planning Parks |
| 68. | P20 | Prior to the acceptance of a woodland Park Block, Park Block 41, or Open Space Block with substantial wooded area, the Owner agrees to remove any dead, dying or fallen trees and debris from within the Block that pose a safety risk. Prior to any removals, the Owner must arrange an inspection of the lands with the City Forester and Park Planner in advance of these works occurring. Any removals/clean up shall follow best forestry practises. | OTTAWA Planning Parks |
| 69. | P21 | 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: Future Parkland No Dumping No Removal of soils or Vegetation All at the expense of the Owner | OTTAWA Parks |
| 70. | P22 | Upon registration of the subdivision and transfer of ownership of the Park Block to the City, the Owner agrees to provide: <ul style="list-style-type: none"> a certificate of insurance that names the City of Ottawa as Additional Insured, and | OTTAWA Parks |

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| | | <ul style="list-style-type: none"> a letter of credit which covers the full amount of the Park Development Budget 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> | |
| 71. | 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 Owners' 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 |
| 72. | P24 | <p>The Owner acknowledges and agrees that the total consulting costs, including all prime consulting, sub-consulting and testing fees, for the design and development of the Park Block shall not exceed the percentage of the Park <u>Construction</u> Budget, as recommended by type of project, as suggested in the <i>Ontario Association of Landscape Architects Fee Guide for Landscape Architectural Services</i>, current version (at time of subdivision registration), and shall be to the satisfaction of the General Manager, Recreation, Cultural & Facility Services.</p> | OTTAWA Parks |
| 73. | P25 | <p>The Owner and the General Manager of Recreation, Culture and Facility Services may, if it is mutually beneficial to both parties, enter into an agreement whereby the Owner will provide funding to the City for the design and the construction of the Park Block(s). The City will proceed with the design and construction of the park as per the typical City-build park process as described in the Parks Development Manual. The timing of the park construction will be at the discretion of the City. The expected cost of the park(s) works to be paid to the City will be based on the rate per hectare, and indexing rate utilized for the park development by the City at the time of registration of the phase of development which includes the Park Block(s) (referred to as the Park Development Budget), plus a 5% administrative fee for City forces to execute the project, plus 13% HST on the total amount. The funding for park works will be paid to the City at the time of registration for the phase of development, which includes the park block. All standard subdivision conditions associated with the park, including, but not limited to: fencing, fill and rough grading, topsoil replacement, 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 Development Budget.</p> | OTTAWA Parks |

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| | | <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 | The Owner acknowledges and agrees that the construction of the subdivision shall be in accordance with the recommendations of Environmental Impact Statement, Prepared by Kilgour & Associates Ltd., Project Number CAIV836, Dated August 1, 2019. | OTTAWA Planning CA |
| 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. | | <p>The Owner acknowledges that the Threatened species <i>Riparia riparia</i> (Bank Swallow) and Threatened Species <i>Hirundo rustica</i> (Barn Swallow) are present on and adjacent to the property and special requirements must be met as described in the Environmental Impact Statement (Kilgour 1Aug2019).</p> <p>The Owner agrees that prior to registration, early servicing or any on-site works that might result in harm or destruction of the species or its habitat, the Owner will provide written confirmation from the relevant Provincial Ministry, that they have registered the activity with MECP, under the regulations of the Endangered Species Act. The Owner shall also provide confirmation that the Ontario Species at Risk Observation Reporting Form is completed.</p> <p>The Owner shall maintain a minimum 500 metre buffer, untouched, surrounding the <i>R. riparia</i> (Bank Swallow) habitat on the site during the breeding season and during the non-breeding season, maintain the function of the breeding colony bank face as suitable Bank Swallow</p> | |

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| | | <p>nesting habitat for future seasons until confirmation has been received from the MECP and/or MNRF, and any necessary approvals obtained.</p> <p>The Owner shall maintain a minimum 200 metre buffer, untouched, surrounding the <i>H. rustica</i> (Barn Swallow) habitat on the site until confirmation has been received from the MECP and/or MNRF, and any necessary approvals obtained.</p> <p>A copy of the written correspondence and the confirmation of notice of activity shall be provided to the General Manager, Planning and Growth Management prior to registration and/or the issuance of a Commence Work order.</p> | |
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Retaining Walls

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| 79. | R1 | <p>The Owner acknowledges and agrees that it shall be responsible for the design and construction of all retaining walls along the southern limits of this development. Furthermore, the Owner acknowledges and agrees to provide shop drawings for the retaining walls exceeding 1.0m meters in height, which shall be stamped and signed by a structural engineer and that all cross-sections and retaining wall design details will also be stamped and signed by a geotechnical engineer. Both the geotechnical and structural engineer will certify that the retaining walls have been constructed in accordance with the designs approved by the City. The Owner further agrees that all analysis required shall be in accordance with the City's approved Slope Stability Guidelines for Development Applications, as amended.</p> | OTTAWA Planning |
| 80. | R2 | <p>The Owner acknowledges and agrees to obtain written approval from any abutting land owner prior to entering upon any of the abutting lands in order to construct the retaining walls. The Owner further acknowledges and agrees to provide these approvals to the General Manager, Planning, Infrastructure and Economic Development Department once they have been obtained and prior to commencing construction of the retaining wall.</p> | OTTAWA Planning |
| 81. | R3 | <p>The Owner acknowledges and agrees that houses along the southern limit of the development will be required to be built after the retaining wall along the southern edge of the development has been constructed, if it is determined that a retaining wall is required. The owner acknowledges and agrees that no building permit shall be granted for the above-mentioned Lots until such time as the retaining wall has been constructed.</p> | OTTAWA Planning |
| 82. | | <p>The owner acknowledges and agrees to notify purchasers of all lots and or blocks containing a retaining wall abutting a public right of way, public park, public pathway block and/or conservation block in accordance with the approved grading and drainage plan(s), by way of the purchase and sale agreement, that the maintenance of any retaining wall abutting a public right</p> | OTTAWA Planning |

of way, public park, public pathway block and/or conservation block, on said lot/block, shall be the sole responsibility of the purchaser. This shall include both the maintenance and ultimate replacement of the retaining wall should it be required.

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| | | <u>Record of Site Condition / Contaminated Soil</u> | |
| 83. | 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> | |
| 84. | | The Owner shall include in all Agreements of Purchase and Sale the following clause: "The Owner is required to inform prospective purchasers 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." | OCDSB |
| | | <u>Stormwater Management</u> | |
| 85. | SW1 | The Owner shall provide any and all stormwater reports (list of reports, for example, a Stormwater Site Management Plan in accordance with a Conceptual Stormwater Site Management Plan) that may be required by the City for approval prior to the commencement of any works in any phase of the Plan of Subdivision. Such reports shall be in accordance with 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 groundwater water quality protection, enhanced ground water infiltration technology (Etobicoke Exfiltration System), post development water budget maintaining groundwater recharge area, erosion and sedimentation control measures, implementation or phasing requirements of interim or permanent measures, and all stormwater monitoring and testing requirements. All reports and plans shall be to the satisfaction of the General Manager, Planning, Infrastructure and Economic Development Department. | OTTAWA Planning CA |
| 86. | SW2 | (a) Prior to the commencement of construction of any phase of this Subdivision (roads, utilities, any off site work, etc.) the Owner shall: | OTTAWA Planning |

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| | | <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 (specify Mississippi Valley / Rideau Valley / South Nation) Conservation Authority.</p> <p>(c) The Owner shall implement an inspection and monitoring plan to maintain erosion control measures.</p> | CA |
| 87. | SW3 | On completion of all stormwater works, the Owner agrees to provide certification to the General Manager, Planning, Infrastructure and Economic Development Department through a Professional Engineer, licensed in the province of Ontario, that all measures have been implemented in conformity with the approved Stormwater Site Management Plan. | OTTAWA Planning |
| 88. | SW4 | The Owner shall maintain and implement a monitoring/implementation program for the oil/grit separator and the ultimate stormwater management pond in accordance with the recommendations of the Functional Servicing Report for Caivan Communities, Brazeau Lands, 3809 Borrisokane Road, and the Environmental Compliance Approval(s), until such time as the stormwater management pond has been given Final Acceptance and has been assumed by the City. The Owner acknowledges and agrees that the City shall not assume the stormwater management pond until a minimum of 80% of the tributary area of the pond is constructed and occupied, or at an earlier agreed upon date. The Owner acknowledges that the City shall hold a portion of the letter of credit, for the construction of the pond, for the purpose of ensuring maintenance and monitoring is completed in accordance with the approved Plan, and in accordance with the Ministry of the Environment's Environmental Compliance Approval(s). All of aforementioned are to the satisfaction of the General Manager, Planning, Infrastructure and Economic Development Department. | OTTAWA Planning |
| 89. | SW5 | The Owner agrees to design and construct, as part of the stormwater management infrastructure, at no cost to the City, a monitoring facility or facilities (if required) and vehicular access to the satisfaction of the City. | OTTAWA Planning |

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| 90. | 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 |
| 91. | | The Owner agrees to construct the stormwater management system including the oil/grit separator, ultimate stormwater management pond and the Etobicoke exfiltration system in accordance with the recommendations of the 'Functional Servicing Report for Caivan Communities, Brazeau Lands, 3809 Borriokane Road, September 11, 2019, 3 rd Submission'. Shall the Owner wish to deviate from the recommendations, the owner agrees to update the Functional Servicing Report to provide a conceptual design for review and approval prior to commencing detailed design of the stormwater management system, to the satisfaction of the General Manager, Planning, Infrastructure, and Economic Development Department. | OTTAWA Planning |
| 92. | SW7 | The Owner covenants and agrees that the following clause shall be incorporated into all agreements of purchase and sale for the whole, or any part, of a lot or block on the Plan of Subdivision, and registered separately against the title: "The Owner acknowledges that some of the rear yards within this subdivision are used for on-site storage of infrequent storm events. Pool installation and/or grading alterations and/or coach houses on some of the lots may not be permitted and/or revisions to the approved Subdivision Stormwater Management Plan Report may be required to study the possibility of modification on any individual lot. The Owner must obtain approval of the General Manager, Planning, Infrastructure and Economic Development Department of the City of Ottawa prior to undertaking any grading alterations." | OTTAWA Legal |
| 93. | | The Owner agrees that the ground water recharge to the Kars Esker shall be implemented through construction stormwater management facilities enhanced through the incorporation an Etobicoke Exfiltration Systems for local roads, in accordance with approved stormwater detailed design. | OTTAWA Planning |
| | | <u>Sanitary Services</u> | |
| 94. | 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 |

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| 95. | 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> | |
| 96. | 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 |
| 97. | 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 |
| 98. | 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 |
| 99. | 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 |
| 100. | 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 | OTTAWA Planning |

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| | | 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 | |
| 101. | 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> | |
| 102. | 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 |
| 103. | 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 |
| 104. | 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 |
| 105. | 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 | OTTAWA Planning |

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| | | are to the satisfaction of the General Manager, Planning, Infrastructure and Economic Development Department. | |
| | | <u>Utilities</u> | |
| 106. | 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 |
| 107. | | 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 |
| 108. | | The Owner shall contact Bell Canada during detailed design to confirm the provisions of communication/telecommunication infrastructure needed to service the development. | Bell |
| 109. | | That the owner shall transfer such new easements and maintenance agreements as are deemed necessary by Rogers Communications Canada Inc. to service this subdivision, to our satisfaction and that of the appropriate authority and at no cost to us. The owner is also to ensure that these easement documents are registered on title immediately following registration of the final plan, and the affected agencies duly notified. | Rogers |
| 110. | | That the application be required, in the Subdivision Agreement, to coordinate the preparation of an overall utility distribution plan. This plan would be showing the locations (shared or otherwise) and the installation timing and phasing of all required utilities (on-ground, below ground) through liaison with the appropriate electrical, gas, water, telephone and cablevision authority. This includes on-site drainage facilities. Such location plan being to the satisfaction of all affected authorities. | Rogers |

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| 111. | | That the owner agrees with Rogers Communications Canada Inc. to arrange for and pay the cost of the relocation of any existing services which is made necessary because of this subdivision, to the satisfaction of the authority having jurisdiction. | Rogers |
| 112. | | 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 |
| 113. | | 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 |
| 114. | | 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 |
| 115. | | 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 |
| 116. | | 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 |
| 117. | | The developer agrees to provide the following for each Community Mail Box site and to include these requirements on the appropriate servicing plans: 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 |
| 118. | 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 |
| 119. | 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 |

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| 120. | 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 |
| 121. | 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 |
| 122. | H5 | The Owner shall be responsible for servicing the buildings within the property. Only one service entrance per property shall be permitted. | Hydro Ottawa |
| 123. | 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 |
| 124. | 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 |
| 125. | 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 |
| 126. | H10 | 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 | Hydro Ottawa |

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| | | <p>determine servicing for the proposed development and that it shall be responsible for all costs relating to the relocation, placement and/or upgrade of existing or future utility infrastructure for the proposed development. The Owner shall be required to demonstrate to the satisfaction of the General Manager, Planning, Infrastructure and Economic Development that sufficient utility servicing and infrastructure exist to service the proposed development and that communication / telecommunication infrastructure facilities are available, at a minimum, for the delivery of emergency management services.</p> <p>The Owner acknowledges and agrees to convey, at their cost, any easements as may be required by the necessary utilities and agrees to abide by all conditions of the City's inhibiting order. The Owner further acknowledges and agrees that such easements shall not be granted on any lands being conveyed to the City, or those proposed to be conveyed to the City, 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> | |
| 127. | | 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 |
| 128. | | 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 |
| 129. | | 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 |
| 130. | | 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 |

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| 131. | | The Owner acknowledges and agrees Enbridge Gas Distribution reserves the right to amend or remove development conditions. | Enbridge |
| | | <u>Fire Services</u> | |
| 132. | 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 |
| 133. | 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 |
| 134. | FUS3 | <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 Lots and Blocks wherein the dwelling contains, or intends to contain, a sprinkler system as follows:</p> <p>“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.”</p> | OTTAWA Planning |
| 135. | FUS4 | The Owner acknowledges and agrees that it shall, in the case of insufficient fire flow availability or excessive water age and loss of water disinfectant residual, provide active fire protection options such as sprinkler systems, two-hour firewalls or fire breaks that compartmentalize the structures into separate fire areas, as may be required, to limit the sizing of crescent, dead-end, and other distribution mains to a nominal size of no more that 200mm. All are to be determined by and to the satisfaction of the | OTTAWA Planning |

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| | | General Manager of Planning, Infrastructure and Economic Development Department. | |
| | | <u>Noise Attenuation</u> | |
| 136. | N1 | <p>The Owner shall have a Noise Study undertaken related to noise assessment and land use planning with respect to noises generated by moving and stationary sources prepared by a Professional Engineer, licensed in the province of Ontario to the satisfaction and approval of the General Manager, Planning, Infrastructure and Economic Development Department. The Study shall comply with:</p> <ul style="list-style-type: none"> i. the City of Ottawa's Environmental Noise Control Guidelines, as amended; and ii. address, and be in accordance with, the current version of the Association of Professional Engineers of Ontario Guidelines for Professional Engineers providing Acoustical Engineering Services in Land Use Planning. <p>The study shall provide all specific details on the methods and measures required to attenuate any noise that exceeds the allowable noise limits in locations as determined by the recommendations of the Noise Assessment Study.</p> | OTTAWA Planning |
| 137. | 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 |
| 138. | 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 |
| 139. | | <p>Warning Clause Type A:</p> <p>"Transferees are advised that sound levels due to increasing 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> | |
| 140. | | <p>Warning Clause Type B:</p> <p>"Transferees are advised that despite the inclusion of noise control features in the development and within the building units, sound levels due to increasing road traffic may on occasions interfere with some activities of</p> | |

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| | | the dwelling occupants as the sound levels exceed the City's and the Ministry of the Environment's noise criteria." | |
| 141. | | Warning Clause Type C: "This dwelling unit has been fitted with a forced air heating system and the ducting, etc. was sized to accommodate central air conditioning. Installation of central air conditioning by the occupant will allow windows and exterior doors to remain closed, thereby ensuring that the indoor sound levels are within the City's and the Ministry of the Environment's noise criteria. (Note: The location and installation of the outdoor air conditioning device should comply with the noise criteria of MOE Publication NPC-216, Residential Air Conditioning Devices and thus minimize the noise impacts both on and in the immediate vicinity of the subject property.)" | |
| 142. | | Warning Clause Type D "This dwelling unit has been supplied with a central air conditioning system which will allow windows and exterior doors to remain closed, thereby ensuring that the indoor sound levels are within the City's and the Ministry of the Environment's noise criteria." | |
| 143. | | Warning Clause Type E "Purchasers/Tenants are advised that due to the proximity of the adjacent industry, sound levels from the industry may at times be audible." | |
| 144. | | 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: 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) 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 | OTTAWA Planning |
| | | <u>Land Transfers</u> | |

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| 145. | 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 – Blocks 39 and 40 ii. Open Space Blocks – N/A iii. Watercourses (buffer strips/riparian corridors) – N/A iv. Park Blocks – Block 41 v. Storm Water Management Blocks – Block 48 vi. Road Widening Blocks – N/A vii. 0.3 m Reserve Blocks – Blocks 44, 45, 46, 47 viii. Daylighting Triangles – all daylight triangles as defined on the Draft Plan of Subdivision ix. Transit Corridors – Street 'A' x. Wetlands – N/A | OTTAWA Planning Legal |
| 146. | 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> | |
| 147. | B1 | <p>The Owner agree that all blasting activities will conform to the City of Ottawa's standard S.P. No: F-1201 Use of Explosives. Prior to any blasting activities, a pre-blast survey shall be prepared as per F-1201, at the Owner expense for all buildings, utilities, structures, water wells, and facilities likely to be affected by the blast and those within 75 m of the location where explosives are to be used. The standard inspection procedure shall include the provision of an explanatory letter to the owner or occupant and owner with a formal request for permission to carry out an inspection.</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> | OTTAWA Planning |
| | | <u>Development Charges By-law</u> | |
| 148. | 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 | OTTAWA Planning Legal |

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| | | 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. | |
| 149. | 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 |
| 150. | DC4 | <p>The Owner acknowledges that for building permits issued after January 15, 2010, payment of non-residential development charges, excluding development charges for institutional developments, may be calculated in two installments at the option of the Owner, such option to be exercised by the Owner at the time of the application for the building permit. The non-discounted portion of the development charge shall be paid at the time of issuance of the building permit and the discounted portion of the development charge shall be payable a maximum of two years from the date of issuance of the initial building permit subject to the following conditions:</p> <ul style="list-style-type: none"> a) a written acknowledgement from the Owner of the obligation to pay the discounted portion of the development charges; b) no reduction in the Letter of Credit below the amount of the outstanding discounted development charges; and c) indexing of the development charges in accordance with the provisions of the Development Charges By-law. <p>The Owner further acknowledges that Council may terminate the eligibility for this two-stage payment at any time without notice, including for the lands subject to this agreement and including for a building permit for which an application has been filed but not yet issued.</p> <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> | OTTAWA Planning Legal |

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| | | “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. | |
| | | <u>Survey Requirements</u> | |
| 151. | 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 |
| 152. | 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 |
| 153. | 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> | |
| 154. | 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 |
| 155. | 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 |
| 156. | C3 | The owner shall pay any outstanding taxes owing to the City of Ottawa prior to registration. | OTTAWA Planning Revenue |
| 157. | C4 | Prior to registration of the Plan of Subdivision, the City is to be satisfied that conditions 1 to 159, or as updated, have been fulfilled. | OTTAWA Planning |
| 158. | 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 |

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| 159. | 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 |
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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.