

CONDITIONS OF DRAFT APPROVAL
Richmond Village North and South
6335 & 6350 Perth Street

DRAFT APPROVED 24/June/2014
Extended by Local Planning Appeal Tribunal 23/12/2019
DRAFT APPROVAL REVISED and EXTENDED FROM 27/11/2019 TO 27/11/2024

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The City of Ottawa's conditions applying to the approval of the final plan for registration of Richmond Village North and South Subdivision (File No. D07-16-11-0014 extension and revision file D07-16-19-0009) 6335 and 6350 Perth Street are as follows:

- This approval applies to the draft plan certified by George Zervos on November 15, 2019
1. 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 General Manager, Planning, Infrastructure and Economic Development. **Clearing Agency**
- General**
2. **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.
 3. **G2** 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. **OTTAWA PIED**

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.

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.

Engineering, Inspection and Review fees will be collected based on the estimated cost of the works (+HST) and a park review and inspection fee will be based on 4% (+HST) of the total value of the park works as noted herein and in accordance with the City's Fees By-law for planning applications (By-law No. 2018-24 or as amended).
 4. **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 generally be not more than 25 units per block. **OTTAWA PIED**
 5. **G4** The Owner acknowledges and agrees that any person who, prior to the draft plan approval, entered into a purchase and sale agreement with respect to lots or **OTTAWA Legal**

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 acknowledgment noted above has been executed.

The Owner shall provide to the General Manager, Planning Infrastructure and Economic Development , Department an acknowledgement from those purchasers who signed a purchase and sale agreement before the Plan was draft approved, that the Plan 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.

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| 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 , Infrastructure and Economic Development staff and until the City issues a Commence Work Notification. | OTTAWA
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| 7. | | The Owner acknowledges and agrees that prior to final approval of the lands associated with the HydroOne Corridor Crossings, they shall obtain ownership for the City of the road crossings for avenue Oldenburg Avenue and rue Postilion - through the HydroOne Corridor as well as the HydroOne owned component of the realigned corridor for the Van Gaal Drain. | OTTAWA
PIED
HONI/ORCI
/HydroOne |
| 8. | | The Owner acknowledges and agrees prior to the earlier of early servicing, lifting of the holding zone, final approval or commence work for the lands north of Perth Street that Owner shall obtain all approvals and complete all works necessary to remove the lands north of Perth Street from the interim flood plain subject to the approval of the Rideau Valley Conservation Authority, City's Drainage Supervisor, General Manager Planning , Infrastructure and Economic Development. | OTTAWA
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| 9. | | The Owner acknowledges and agrees that any permitted front yard projections shall not have a full foundation in order to facilitate street tree planting. | OTTAWA
PIED |
| 10. | | The Owner shall acknowledge and agree that the agricultural tile drains encountered during construction shall be decommissioned/removed. | OTTAWA
PIED |
| 11. | | The Owner agrees that the underside of all footings shall be located at or above the elevation of the spring line of the storm sewer installed in the adjacent roadway. Owner agrees that a professional engineer or surveyor shall certify to the City that the underside of all footings have been installed at or above the level of the spring line. | OTTAWA
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Following the issuance of building permits, for the first phase of the first subdivision, the owner shall install monitoring wells at locations satisfactory to the City in order to verify that the sustained ground water level is at or lower than the location of the underside of footings. Reports on the levels in the

monitoring wells shall be to the satisfaction of the General Manager, Planning, Infrastructure and Economic Development.

If required based upon the monitored results, the Owner's professional engineers shall provide recommendations to the Owner and the City for any revisions to the approved Master Drainage Plan and any required reports.

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| 12. | The Owner agrees that the total number of units to be constructed within this plan shall be approximately 750 dwelling units. | OTTAWA
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| 13. | The Owner acknowledges that the Community Design Plan has provided guidance which responds to Village design. | OTTAWA
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Landowners Agreement

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| 14. | LA1 | Prior to registration or early servicing, the Owner agrees to provide the City with a clearance letter from the trustee of the Richmond Western Development Lands Landowners Group, confirming that the Owner is party to the Richmond Western Development Lands 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. | LEGAL |
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Zoning

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| 15. | 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 Local Planning Appeal Tribunal exhausted. | OTTAWA
PIED |
| 16. | 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
PIED |
| 17. | | The Owner agrees that the minimum front yard setback for all residential zones within the subdivision shall be no less than 4.0 metres on rights of way with a 16.5 metre width or less. | OTTAWA
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| 18. | | <p>The Owner acknowledges and agrees that a holding zone will be placed on the proposed subdivision lands as follows:</p> <ul style="list-style-type: none"> a) To require that prior to proceeding with registration of any phase of development the Owner shall demonstrate a program for both servicing capacity for sanitary and stormwater and water for the phase in question; b) That the works required to remove the lands north of Perth Street from the interim flood plain are completed ; and | OTTAWA
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- c) That a detailed grading and drainage plan demonstrating the underside of footings to be above the groundwater pursuant to Condition 11

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| 19. | Prior to the registration of each plan, capacity for stormwater and water must be demonstrated to the satisfaction of the General Manager, Planning, Infrastructure and Economic Development. | OTTAWA
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A construction traffic management plan will be provided for each registration.

Individual Traffic Impact Assessments (TIA) shall be provided to discuss the transportation needs for each phase. They shall identify required road works and when modifications are warranted. Design shall be 80% complete when seeking a Road Modification Approval and approval for a construction traffic management plan for each phase.

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| 20. | The Owner acknowledges and agrees that any proposed changes to the proposed plans for subdivision registration from the draft approved plan may necessitate a zoning by-law amendment to reflect those resultant changes. This shall be at no cost to the City | OTTAWA
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Roadway Modifications

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| 21. | 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
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| 22. | Prior to lifting the reserves between phases the owner shall provide to the City an updated Traffic study which will identify any required roadway modifications. Should modifications be required they shall be submitted at 80% design complete as part of any application to lift reserves. Prior to registration of the reserve the Road Modification Agreement (RMA) must have been entered into. | OTTAWA
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Highways/Roads

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| 23. | The Owner shall retain a licensed or registered professional with expertise in the field of transportation planning and/or traffic operations to prepare a Transportation Impact Assessment. The study shall comply with the City of Ottawa's Transportation Impact Assessment Guidelines. The Owner agrees to revise the Draft Plan in accordance with the recommendations of the study, if required, to the satisfaction of the General Manager, Planning, Infrastructure and Economic Development, Infrastructure and Economic Development. | OTTAWA
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| 24. | The Owner shall provide for temporary turn-arounds for all streets terminating at the edge of any phase of development, prior to registration of the Plan, to the satisfaction of the General Manager, Planning, Infrastructure and Economic Development, Infrastructure and Economic Development. 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 turn-arounds. Turning circle(s) may | OTTAWA
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include a 0.3 metre reserve along the perimeter of any temporary turning circle(s), to the satisfaction of the General Manager, Planning, Infrastructure and Economic Development, Infrastructure and Economic Development. 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.

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| 25. | HR4 | The Owner shall convey to the City, at no cost to the City, an unencumbered road widening along Perth Street adjacent to the subdivision lands, in accordance with the Official Plan. The required widening shall be illustrated on the Draft M-Plan and Final Plan of Subdivision as a dimension from the existing centerline of the public highway to the required widened limit. If it is determined that a widening is not required, the Owner's Surveyor shall illustrate the distance from the existing centerline of the Public Highway to the existing road limit on the Draft M-Plan and the Final Plan of Subdivision. All of which will be to the satisfaction of the General Manager, Planning, Infrastructure and Economic Development, Infrastructure and Economic Development and the City Surveyor. | OTTAWA
PIED
Surveys |
| 26. | HR5 | Any dead ends and/or open spaces of road allowances created by this plan of subdivision shall be terminated in 0.3 metre reserves. This may include a 0.3 metre reserve along any temporary turning circle(s). The Owner may place 0.3 metre reserves on the following locations: <ul style="list-style-type: none"> • <i>North end of Street 5</i> • <i>West side of Street 5</i> • <i>End of Streets plateau Keeper Heights and 1</i> • <i>South end of Meynell Road</i> | OTTAWA
PIED and
Legal |
| 27. | HR6 | The Owner shall provide the following site triangles on the final plan: <ul style="list-style-type: none"> - <i>At all intersections</i> | OTTAWA
PIED and
Legal |
| 28. | HR7 | A 0.3 m reserve adjacent to the widened limit of Perth Street shall be indicated on the plan submitted for registration and conveyed at no cost to the City. | OTTAWA
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Legal |
| 29. | 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, Infrastructure and Economic Development. | OTTAWA
PIED |
| 30. | | The Owner agrees that a construction traffic management plan shall be required as a condition of each subsequent phase of the subdivision developing. | |
| 31. | | The Owner acknowledges that should the plan be registered in phases, the first phase of registration shall include: <ul style="list-style-type: none"> • Communal well design, construction and operation to the satisfaction of the General Manager, Planning, Infrastructure and Economic Development, Infrastructure and Economic Development | OTTAWA
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		<ul style="list-style-type: none"> • Storage and treatment capacity for the water sufficient for that phase to the satisfaction of the General Manager, Planning, Infrastructure and Economic Development. • water system, design and, construction by the City sufficient for that phase • Stormwater management sufficient for that phase • Sanitary system upgrades sufficient for that phase 	
32.	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 PIED BCS
33.		The design of all roads and intersections shall be to the satisfaction of the General Manager, Planning, Infrastructure and Economic Development.	OTTAWA PIED
34.	HR12	Where land has been dedicated for road widening purposes as part of the planning process, where the Owner receives no financial compensation or in-kind consideration in exchange for the widening, and where the City deems that the land is no longer required for that purpose, the lands may be conveyed back to the original Owner, or its successor in title, for \$1.00. The Owner, or its successor in title, will be responsible for all costs to complete said conveyance, including an administrative fee unless otherwise determined by the General Manager, Planning, Infrastructure and Economic Development Department.	OTTAWA PIED
35.	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 snowplow turning and garbage collection can be implemented to the satisfaction of the General Manager, Planning, Infrastructure and Economic Development.	OTTAWA PIED
36.		Prior to final approval the Owner shall ensure that the road widening along Perth Street and site triangles at the intersection of avenue Oldenburg Avenue and Meynell Road are adequate to accommodate the future round-about.	
37.		The Owner acknowledges and agrees that Street 5 shall be constructed within the 18 metres right of way shown to a 22 metre standard cross section, save and except for the western boulevard which shall be finished to an acceptable interim standard and shall be the responsibility of the adjacent owner to complete as part of their development.	OTTAWA PIED
<u>Public Transit</u>			
38.		The Owner shall design and construct, at its expense avenue Oldenburg Avenue, Street 5 and Meynell Road and the connection through the HydroOne corridor between Street 5 and avenue Oldenburg Avenue, which have been identified as transit service routes, to Transportation Association of Canada standards, including right-of-way width, horizontal and vertical geometry based upon a 22 metre right-of-way. The Owner shall design and construct, at its expense transit	OTTAWA Transit Services and PIED

passenger standing areas and shelter pads, to the specifications of the General Manager, Planning, Infrastructure and Economic Development.

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| 39. | 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
Services |
| 40. | 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 and to submit plans to Planning , Infrastructure and Economic Development for approval indicating the orientation of all dwellings and private accesses in the vicinity of all bus stop locations. | OTTAWA
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| 41. | 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
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Geotechnical

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| 42. | GT1 | <p>The Owner covenants and agrees that the following clause shall be incorporated into all agreements of purchase and sale for all Blocks, and registered separately against the title:</p> <p>“The Owner acknowledges that special soils conditions exist on this lot which will require:</p> <p>(a) a geotechnical engineer licensed in the Province of Ontario to approve any proposal or design for a swimming pool installation on this lot prior to applying for a pool enclosure permit or installing the pool; and</p> <p>(b) the Owner to submit a copy of the geotechnical engineer's report to the General Manager, Planning, Infrastructure and Economic Development at the time of the application for the pool enclosure permit.</p> <p>The Owner also acknowledges that said engineer will be required to certify that the construction has been completed in accordance with his/her recommendation and that a copy of the certification or report will be submitted to the General Manager, Planning, Infrastructure and Economic Development.”</p> | OTTAWA
PIED |
| 43. | | <p>The Owner shall submit a geotechnical report prepared in accordance with the City's Approved Geotechnical Investigation and Slope Stability Guidelines for Development Applications by a geotechnical Engineer, licensed in the Province of Ontario, containing detailed information on applicable geotechnical matters and recommendations which matters may include, where applicable, but are not limited to:</p> <ul style="list-style-type: none"> i. existing sub-surface soils, groundwater conditions; ii. slope stability and erosion protection, in addition to any building construction requirements adjacent to unstable slopes; | OTTAWA
PIED |

- iii. design and construction of underground services to the building, including differential settlement near any buildings or structures;
- iv. design and construction of the shared water services and sewer services below the stacked units and confirmation that the soils will support the pipes and building, and that any settlement will not adversely effect the pipes;
- v. design and construction of roadways, fire routes and parking lots;
- vi. design and construction of retaining walls and/or slope protection;
- vii. design and construction of engineered fill;
- viii. design and construction of building foundations;
- ix. site dewatering;
- xii. tree planting;
- xiii. design and construction of swimming pools; and
- xvi. any restrictions to landscaping, in particular type and size of trees and the proximity of these to structures/buildings; and
- xvii. design and construction of park blocks.

44. The Owner acknowledges and agrees that as part of any submission for engineering review for early servicing or final approval an updated Geotechnical Report shall be required to be completed to the satisfaction of the General Manager, Planning, Infrastructure and Economic Development. Such report shall include:

**OTTAWA
PIED**

- 1) Additional subgrade soil testing in the development area with at least three samples taken north of Perth Street and two south of Perth Street and shall include:
 - Provide five soil boring locations collecting samples of soils at depths of 0.5, 1.0, 1.5, 2.0 metres.
 - Provide Atterberg Limits (per ASTM D4318) reporting Liquid Limit, Plastic Limit and Water content;
 - Shrinkage Limit (per ASTM D4943 or acceptable standard to the General Manager, Planning, Infrastructure and Economic Development) reporting Shrinkage Ratio and Shrinkage Limit; and
 - Consolidation Testing (D2435) of soils at the natural water content of the soils, test conditions to be confirmed with City staff.
- 2) Recommendations based on the detailed soils tests for construction, design and maintenance of:
 - Buildings, roads, infrastructure, landscaping especially for tree planting;
 - Any required monitoring.

Pathways, Sidewalks, Walkways, Fencing, and Noise Barriers

45. The Owner agrees to design and construct, at no cost to the City, sidewalks in accordance with City Specifications in the following locations:

**OTTAWA
PIED**

- Both sides Streets Meynell Road and avenue Oldenburg Avenue and through the HydroOne owned lands
- South side cours Pacing Walk and Hackamore Crescent only along Block 34 to Block 86
- East side of plateau Keeper Heights, and Street 5
- Both Sides of Perth Street that about this plan to connect with the existing sidewalk on the south side approximately 30 metres to the east and on the north side approximately 95 metres to the east.

- 46.** The Owner agrees to design and construct, at no cost to the City, fully accessible walkways and related Works through the length of the public lands identified on the Plan in accordance with City Specifications in the following locations:
- Blocks 2, 12, 17, 42, 43, 65, 85, 86
 - Through Block 32 connecting Block 86 to cercel Terrier Circle sidewalk
 - Should the Owner acquire the HydroOne owned block, a connecting walkway to Block 78 and crossing the re-aligned Van Gaal Drain, subject to the concurrence of the RVCA and being permitted through the Drainage Act process
 - Connection through towards the open portion of Martin Street
 - A walkway through Blocks 77 and 78 subject to the concurrence of the RVCA and being permitted through the Drainage Act process
 - A connection from the walkway in Block 78 through to rue Postilion Street subject to the concurrence of the RVCA and being permitted through the Drainage Act process.
- OTTAWA
PIED**
- 47.** The Owner agrees to connect all new sidewalks/pathways to the existing sidewalk/pathway(s) located at Perth Street to the satisfaction of the General Manager, Planning, Infrastructure and Economic Development.
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- 48.** The Owner agrees to design and construct, at no cost to the City, 1.8 metre black vinyl-coated chain link fences in accordance with the Fence By-law and all other City Specifications, at the following locations:
- Block 32 abutting Blocks 29, 33 and 34
 - Blocks abutting residential Blocks 65, 77, 78, 85, 86.
- OTTAWA
PIED**
- 49.** The Owner agrees that any vinyl-coated chain link fence required to be installed under this Agreement, shall be located a minimum of 0.15 metres inside the property line of the private property.
- OTTAWA
PIED**
- 50.** **S9**
- a) The Owner agrees to design and erect, at no cost to the City, noise attenuation barriers in accordance with City Specifications at the following locations:
- As required pursuant to an approved Noise Study.
- 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
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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.

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| 51. | The Owner agrees to design and erect, at no cost to the City, 1.8 metre 9-gauge galvanized chain link fence in accordance with City Specifications at the following locations: | <ul style="list-style-type: none"> • Block 42 limiting access to any control structures associated with the Stormwater Management Pond | OTTAWA
PIED |
| 52. | The Owner agrees that any 9-gauge galvanized chain link fence required to be installed under this Agreement, shall be located a minimum of 0.15 metres inside the property line of the private property. | | OTTAWA
PIED |
| 53. | S10 | <p>The Owner shall insert a clause in each agreement of purchase and sale and Deed for lands which fences have been constructed stating that:</p> <p>“Purchasers are advised that they must maintain all fences in good repair, including those as constructed by Richmond Village (North) and (South) along the boundary of this land, to the satisfaction of the General Manager, Planning, Infrastructure and Economic Development. The Purchaser agrees to include this clause in any future purchase and sale agreements”.</p> | OTTAWA
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| 54. | The Owner agrees to design and erect, at no cost to the City, a chain link fence in accordance to City Specifications around the Richmond Municipal Well parcel. | | Ottawa
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PWES |

Landscaping/Streetscaping

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| 55. | | 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 shall be provided on the Landscape Plan to the satisfaction of the General Manager, Planning, Infrastructure and Economic Development. All blocks containing street townhouses or other multiple unit dwellings shall have at least half the number of street trees in relation to the total number units in the block. Said streetscape or landscape plan shall also include trees at a 6-8 metre on-centre separation distance the full extent of the road right-of-way abutting the future park block(s) and other open space areas. | OTTAWA
PIED |
| 56. | | The Owner agrees to have a landscape plan for the draft plan of subdivision prepared by a Landscape Architect. The landscape plan shall include detailed planting location and species list, pathway width and materials, access points, fencing requirements and fencing materials and shall be approved by the General Manager, Planning, Infrastructure and Economic Development prior to subdivision registration. | OTTAWA
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| 57. | | The Owner acknowledges that only low water consuming trees, ie. ornamental pear, Japanese lilac, crabapple cultivar, service berry cultivar, as per City of Ottawa guidelines, are acceptable as a result of sensitive marine clay soils on site. The tree species will be re-evaluated by the City following the provision of additional information and monitoring of the subdivision to the satisfaction of the General Manager, Planning, Infrastructure and Economic Development. | OTTAWA
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| 58. | LS3 | The Owner agrees to implement the approved landscape plan to the satisfaction of the General Manager, Planning, Infrastructure and Economic Development. | OTTAWA
PIED |
| 59. | LS4 | The Owner acknowledges having commissioned a tree conservation report prepared by an arborist, forester, landscape architect, or other qualified professional, which will be coordinated with the grading and drainage plan. The tree conservation report identified the vegetation communities and specimens that are to be preserved, to the satisfaction of the General Manager, Planning, Infrastructure and Economic Development. | OTTAWA
PIED |
| 60. | LS5 | The Owner agrees to implement the approved tree conservation report measures, prepared in accordance with City Specifications and Standards following registration of the plan, at the cost of the Owner. The Owner shall provide the General Manager, Planning, Infrastructure and Economic Development with an arborist's, forester's, landscape architect's, or other qualified professional's certification that the plan has been fully implemented. | OTTAWA
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| 61. | LS6 | The Owner shall implement the protection measures outlined in the tree conservation report, to ensure preservation of the trees identified for protection, to the satisfaction of the General Manager, Planning, Infrastructure and Economic Development. | OTTAWA
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| 62. | The Owner acknowledges and agrees that it shall implement the landscaping and naturalization of the realigned Van Gaal Drain north of Perth Street pursuant to the approved Drainage Engineer's Report and the permissions of the RVCA under O.Reg 174/06. | OTTAWA
PIED
RVCA |
| 63. | The Owner shall design the sediment storage areas on Block 2 and 12 to lie outside of the flood plain and to allow for sediment storage, required fencing, landscaping and buffering of the storage and related activities from adjacent paths and residential units. | OTTAWA
PIED |
| 64. | The Owner shall as part of the Landscape and Streetscape Plan and Tree Conservation Report, make reasonable efforts in accordance with the draft approved plan to preserve: the woodlot and significant trees at the north of the site; the hedge row along east side of property to south of Perth Street, and; the hedge row along west property line abutting realigned Van Gaal Drain north of Perth Street. Tree preservation details shall be demonstrated on the grading and drainage plan. | OTTAWA
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Gateway Features

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| 65. | GF1 Community Features:

The Owner acknowledges and agrees that any proposed Community Gateway Feature(s) located at Perth Street shall be designed, constructed and certified by a qualified professional and shall be in accordance with the City's Design Guidelines for Development Application Gateway Features, applicable by-laws and policies as may be amended from time to time. The Community Gateway Feature shall be subject to the approval of the General Manager, Planning, Infrastructure and Economic Development. The Owner shall deposit security in the amount to be determined by the General Manager, Planning, Infrastructure and Economic Development prior to registration of the Plan to meet the on-going maintenance obligations of the Feature by the Owner for a one-year period after the construction of the Feature. The amount of security shall be determined by the General Manager of Planning, Infrastructure and Economic Development and will not be reduced or released until the expiration of the one-year period and certification by a qualified professional that the Feature is constructed in accordance with the Guidelines and approved plans and is in a good state of repair. The Owner shall file copies of the aforementioned certification with the General Manager, Planning, Infrastructure and Economic Development. During the warranty period the Owner shall be solely responsible for the on-going upkeep and maintenance of the Community Gateway Feature to the satisfaction of the General Manager, Planning, Infrastructure and Economic Development. The Owner shall be required to make a financial contribution to the "Maintenance Fund" as determined by the General Manager, Planning, Infrastructure and Economic Development prior to registration of the Plan in accordance with the City's Design Guidelines for Development Application Gateway Features. | OTTAWA
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Parks

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| 66. | P1 | The Owner covenants and agrees that Block 32 will be conveyed to the City, at no cost, as dedicated parkland. The size and configuration of Block 32 on the Final Plan shall be to the satisfaction of the General Manager, Recreation, Culture and Facility Services Department | OTTAWA
Parks |
| 67. | | In accordance with the <i>Planning Act</i> , the City of Ottawa Parkland Dedication By-law and the Village of Richmond Community Design Plan, the Owner shall convey Block 32 to the City for parkland purposes. | OTTAWA
PIED |
| 68. | P4 | All Owner obligations associated with the Park Block must be completed to the satisfaction of the General Manager , Recreation, Culture and Facility Services Department by the time that Meynell Road is constructed along the frontage of Block 32 | OTTAWA
Parks |
| 69. | P5 | The Owner acknowledges and agrees that no stormwater management facilities, encumbrances such as retaining walls, utility lines or easements of any kind shall be located on, or in front of, dedicated park blocks without the prior written approval of the General Manager, Recreation, Culture and Facility Services Department | OTTAWA
Parks |
| 70. | P6 | The Owner acknowledges and agrees that any encumbrances which are not solely for the benefit of the park such as retaining walls, utility lines or easements of any kind on lands, or portion thereof encumbering the design and function of future Park Block 32 must be approved by the General Manager of Recreation, Culture and Facility Services Department, and will not form part of the <i>Planning Act</i> parkland dedication requirements. | OTTAWA
Parks |
| 71. | P21 | The Owner acknowledges and agrees, at his expense, to erect on Park Block 32, at a location(s) selected by the General Manager, , Recreation, Cultural and Facility Services a professionally painted sign indicating:

<div style="margin-left: 40px;"> Future Parkland
 No Dumping
 No Removal of soils or Vegetation
 All at the expense of the Owner </div> | OTTAWA
Paks |
| 72. | | The Owner shall have a design approved by the City for the construction of the Park, including the timing for such construction. The construction of the Park shall be in accordance with the process for local park construction currently being developed by the City through its development charge review process. | OTTAWA
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| 73. | | The Owner shall grade areas of parkland where necessary, to the satisfaction of the General Manager, Planning, Infrastructure and Economic Development, so as to provide a uniform surface, free of debris, necessary to establish a safe clean and maintainable surface. Park Blocks shall be graded in accordance with the approved Grading Plan for the plan of subdivision. No storage of building materials, including granular or topsoil, will be permitted on the Park Block, unless approved by the City. | OTTAWA
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| 74. | | All works shall be shown on the approved park drawings and shall be subject to the approval of the General Manager, Planning, Infrastructure and Economic Development. | OTTAWA
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| 75. | P13 | 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 blocks and ravine lands, and hazard lands which abut public walkways and Park Blocks. Fences shall be installed 0.15m on the private 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. | OTTAWA
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| 76. | | <p>No access from private property to public property will be allowed without the prior written approval of the General Manager, Planning, Infrastructure and Economic Development. The Owner shall place the following clause in each Agreement of Purchase and Sale and in Deeds for all Lots and Blocks:</p> <p>“The Transferee for himself, his heirs, executors, administrators, successors and assigns acknowledges being advised that gates accessing public property are not permitted in the fences without the express written permission of the General Manager, Planning, Infrastructure and Economic Development.</p> | OTTAWA
PIED |
| 77. | P16 | <p>The Owner shall include a clause in each Agreement of Purchase and Sale and in Deeds for all Lots and Blocks which shall provide notification to all purchasers of lands within the Subdivision that parkland within this subdivision and/or already existing in the vicinity of the subdivision may have:</p> <ul style="list-style-type: none"> a) active hard surface and soft surface recreational facilities b) active lighted sports fields c) recreation and leisure facilities d) other potential public buildings/facilities. | OTTAWA
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78.	Unless otherwise specified or approved on an alternate owner's engineering servicing plan, the Owner shall provide the following services and utilities to the Park Block:	OTTAWA PIED
	<ul style="list-style-type: none"> a) A 300mm diameter storm sewer and CB/MH at 2m inside the park property line. b) 50mm diameter water line at 2m inside the park property line. c) A 120/240 volt, 200 ampere 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 service, including costs and inspections, with the respective electrical agencies. d) 150mm diameter sanitary sewer and MH at 2m inside the park property line. 	
	All works shall be subject to the approval of the General Manager, Planning, Infrastructure and Economic Development.	
79.	At the earlier of the first registration after the City being advised that a Land Owners Agreement is in place (and for all subsequent registrations) or immediately prior to the registration of the final plan the Owner shall provide to the General Manager, Planning, Infrastructure and Economic Development with confirmation from the Land Owners' Trustee, that the Owner is in good standing with the owners' Master Parkland Agreement for the Western Development Lands, relating to under and over dedication of parkland and requirements for payment of cash-in-lieu payments such that the payments are balanced amongst the affected Owners.	OTTAWA PIED
	<u>Environmental Constraints</u>	
80.	EC1 The Owner shall have an Integrated Environmental Review Statement prepared, in accordance with the policies of the Official Plan, to the satisfaction of the General Manager, Planning, Infrastructure and Economic Development.	OTTAWA PIED CA
81.	The Owner agrees to establish a "No Touch/No Development" setback of the Van Gaal Drain watercourse as shown by Blocks 77 and 78 and as has been conceptually approved by the RVCA, which shall be 60 metres in total and subject to change, while maintaining the same principles as in Blocks 77 and 78, if required by an inability to get landowner consent for the realignment. The final approved plan of subdivision shall clearly show this setback. The 60 m corridor, if realigned, shall be subject to the approval of the RVCA and the General Manager, Planning, Infrastructure and Economic Development.	OTTAWA PIED CA
82.	The Owner acknowledges and agrees that the construction of the subdivision shall be in accordance with the recommendation of the approved Environmental	OTTAWA PIED CA

Management Plan for the Village, the Environmental Impact Statement, where one has been required, and Tree Conservation Report.

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| 83. | The Owner shall convey, at no cost to the City, the following lands (Blocks 77, 78 and the HydroOne Corridor connecting Blocks 77, 78). Final configuration of the Blocks shall be in accordance with the Rideau Valley Conservation Authority. These lands shall not be credited towards determining parkland dedication requirements. | OTTAWA
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| 84. | The Owner shall erect protective fencing along the setback perimeter of the Van Gaal Drain prior to any site preparation works within the Subdivision to ensure no disturbance of the watercourse during construction to the satisfaction of the Conservation Authority. | OTTAWA
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| 85. | The Owner shall prepare, to the satisfaction of the General Manager, Planning, Infrastructure and Economic Development, a Conservation Handbook describing the natural attributes of the subdivision and the importance of good stewardship practices to ensure the long-term health and sustainability of the wetlands and woodlots. The Handbook shall be distributed to all purchasers with the Agreement of Purchase and Sale. | OTTAWA
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| 86. | The Owner shall prepare a Homeowners' Awareness Package highlighting the advantages and responsibilities of a home or landowner living in the natural area. This package is to be included in all Agreements of Purchase and Sale. | OTTAWA
PIED CA |
| 87. | The Owner agrees to prepare an updated Environmental Impact Assessment, including a tree conservation report, after three years of subdivision registration in support of the next phase developing. | OTTAWA
PIED |
| 88. | The Owner shall be required to obtain all permissions under the Drainage Act prior to commencing any works on any municipal drain. | OTTAWA
Drainage |
| 89. | The Owner agrees to contact the Forester to arrange a site visit to inspect the tree protection measures prior to the commencement of any tree removal and/ or site works. | OTTAWA
PIED |
| 90. | Prior to registration the Owner shall provide a plan prepared by an Ontario Land Surveyor demonstrating the proposed development south of Perth Street is in compliance with the required water course setbacks as per the Official Plan and the Community Design Plan. | OTTAWA
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CA |
| 91. | Prior to early servicing or final approval, whichever comes first, the Owner shall provide to the satisfaction of the RVCA, a Sediment and Erosion Control Plan, including the location of the bright orange construction fencing and sediment fences a minimum of 30 metres from the tributary of the Jock River, except where permitted work is proposed and approved by a permit under O.Reg. 174/06 within the setback. | OTTAWA
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| 92. | The Owner acknowledges and agrees that an average 30 metre setback with respect to the Van Gaal Drain, as has been conceptually approved by the RVCA | OTTAWA
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- (wherever its location is established at any point in time) and the tributary to the Jock River south of Perth Street shall be fenced with bright orange construction fencing to identify the setback area. Protection for the watercourse setbacks shall be in place and maintained throughout the development of the subdivision lands. **CA**
- 93.** The Owner acknowledges and agrees to undertake any works or work programs as required by any permits issued by the RVCA under O.Reg. 174/06 for protection of the watercourses, aquatic habitat and associated vegetation. This may include planting vegetation, aquatic species removal/ relocation and monitoring programs. **OTTAWA
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CA**
- 94.** The Owner acknowledges and agrees that prior to registration of the phase following the completion of the construction of stormwater Pond 1, that an 'as built' elevation survey of the completed grades in the regulated floodplain area shall be submitted to the RVCA for review and acceptance in accordance with any issued permits under O.Reg. 174/06. This information shall be accompanied by documentation that the completed works have resulted in 'no net fill' placement in the floodplain to the satisfaction of the RVCA. **OTTAWA
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CA**
- 95.** The Owner acknowledges and agrees that approvals under Section 28 of the *Conservation Authorities Act*, Ontario Regulation 174/06, as administered by the Rideau Valley Conservation Authority are required for but not limited to the following works: **OTTAWA
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- Construction of Pond 1;
 - Construction of outlet for Pond 1 into the tributary of the Jock River;
 - Construction of the base flow augmentation outlet into the tributary of the Jock River;
 - Enlargement of the culvert under Fortune Street;
 - Construction of any pathways, service roads, bridges within the areas regulated under O.Reg. 174/06;
 - Any alterations, including erosion protection works on watercourses such as the tributary to the Jock River;
 - Any works resulting in the temporary or permanent placing, dumping or removal of any materials, originating on the site or elsewhere, any construction reconstruction erection or placing of a building or structure of any kind, with the regulated areas and any works resulting in the alteration to the beds or banks of an existing river, creek, stream or watercourse.

Archaeology

- 96.** The Owner shall adhere to the procedures of the "Contingency Plan for the Protection of Archaeological Resources in Urgent Situations" as approved by the Ministry of Citizenship, Culture and Recreation in the Archaeological Resource Potential Mapping Study of the Director, Planning Services.

Stormwater Management

- 97. SW1** The Owner shall provide any and all stormwater reports not addressed by this draft approval that may be required by the City for approval prior to the commencement of any works in any phase of the Plan of Subdivision. Such reports shall be in accordance with any watershed or subwatershed studies, conceptual stormwater reports, City or Provincial standards, specifications and guidelines. The reports shall include, but not be limited to, the provision of erosion and sedimentation control measures, implementation or phasing requirements of interim or permanent measures, and all stormwater monitoring and testing requirements.
- All reports shall be to the satisfaction of the General Manager, Planning, Infrastructure and Economic Development.
- 98. SW2** (a) Prior to the commencement of construction of any phase of this Subdivision (roads, utilities, any off site work, etc.) the Owner shall:
- 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.
 - v. .
- (b) All submission and any changes made to the Plan shall be submitted to the satisfaction of the General Manager, Planning, Infrastructure and Economic Development and the Rideau Valley Conservation Authority.
- (c) The Owner shall implement an inspection and monitoring plan to maintain erosion control measures.
- 99. SW3** On completion of all stormwater works, the Owner agrees to provide certification to the General Manager, Planning, Infrastructure and Economic Development through a Professional Engineer that all measures have been implemented in conformity with the approved Stormwater Site Management Plan.
- 100.** Prior to the registration, or the making of an application for a Ministry of Environment, Environmental Compliance Approval, for any stormwater works, whichever event first occurs, the Owner shall prepare a Stormwater Site Management Plan in accordance with the approved Master Drainage Plan, Revision November 2013 and Functional Servicing Report, April 2014. The Stormwater Site Management Plan shall identify the sequence of its implementation in relation to the construction of the subdivision and shall be to

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the satisfaction of the General Manager, Planning, Infrastructure and Economic Development and the Rideau Valley Conservation Authority.

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| 101. | SW4 | The Owner agrees to maintain the stormwater management pond in accordance with the recommendations of the Stormwater Management Plan until such time as the stormwater management pond has been given Final Acceptance and assumed by the City, all to the satisfaction of the General Manager, Planning, Infrastructure and Economic Development Department | OTTAWA
PIED |
| 102. | SW5 | The Owner shall design and construct, as part of the stormwater management infrastructure, at no cost to the City, a monitoring facility or facilities and vehicular access to the satisfaction of the General Manager, Planning, Infrastructure and Economic Development. | OTTAWA
PIED |
| 103. | 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
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| 104. | SW8 | 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 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 of the City of Ottawa prior to undertaking any grading alterations.” | OTTAWA
Legal |
| 105. | | The Owner acknowledges and agrees that prior to the issuance of any building permit north of Perth Street, the Stormwater Management Pond and the Van Gaal Drain realignment shall be completed. | OTTAWA
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| 106. | | Prior to a pre-servicing agreement with the City or prior to registration, a detailed design plan for downstream erosion protection/restoration works on the receiving watercourse (tributary to the Jock River) shall be prepared to the satisfaction of the RVCA. The design shall include any appropriate works deemed necessary by the RVCA to address erosion impacts on the watercourse from the proposed stormwater management infrastructure, and shall be in conformity with the local policies under O. Reg. 174/06. Such may be achieved through the Drainage Act process or alternative means agreeable to the City and the RVCA. | OTTAWA
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CA |
| 107. | | The Owner acknowledges and agrees that the use of sumps shall be designed and installed with backflow valves and back-up power supply with design and capacity in accordance with the Master Drainage Report. The details of the system, maintenance, repair and replacement shall be included within a Homeowners Handbook prepared by the Owner acceptable to the General | OTTAWA
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Manager, Planning, Infrastructure and Economic Development and supplied to each purchaser. Notice shall be placed on title and within every purchase and sale agreement of same. Such notice shall clearly indicate that the maintenance and repair of the foundation drainage systems shall be the sole responsibility of the homeowner. The notice shall also clearly indicate that failure to maintain the sump pumps and back-up systems could result in basement flooding.

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| 108. | <p>The Master Drainage Plan and Functional Servicing Report have been prepared and are deemed approved with the draft approval of the subdivision.</p> <p>In addition, refinements to the conceptual design as presented in the report “Master Drainage Plan Western Development Lands, Village of Richmond for Richmond Village (South) Limited” prepared by DSEL, project # 11-468 dated November 2013 – Rev. 3, the detailed stormwater management design plan shall:</p> <ul style="list-style-type: none"> - Identify locations for perforated pipe systems in rear yards and park systems where suitable soils are identified; - Confirm that the lowering of the saturated zone (local lowering of the water table) shall not have any unintended adverse impacts on the hydrologic characteristics of any up gradient wells; - Provide mitigation solutions should the lowering of the groundwater table impact any offsite up gradient wells; - Address flow conclusions and erosions impacts with respect to the tributary to the Jock River south of Perth Street | <p>OTTAWA
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CA</p> |
| 109. | <p>The Owner acknowledges and agrees that a statement shall be contained in the subdivision agreement describing any lot level BMP’s relating to stormwater management and informing future owners of the function and maintenance requirements associated with these features.</p> | <p>OTTAWA
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CA</p> |
| 110. | <p>Prior to final approval, the following information shall be provided to the satisfaction of the RVCA and the General Manager, Planning, Infrastructure and Economic Development which shall include:</p> <ul style="list-style-type: none"> - Information and documentation of final flow conclusions resulting from the construction and operation of Pond 1 on the tributary to the Jock River, storm sewer design and foundation drainage; - An implementation plan to address any geomorphological impacts, if necessary, on the tributary to the Jock River, including when they should be undertaken in relation to servicing and construction and direction on which party (ies) shall be responsible for ensuring the downstream works and undertaken; - Documentation on the relationship between the stormwater management servicing and infrastructure, including the enlargement of the culverts under Fortune Street, stormwater Pond 1 and any other infrastructure as they relate to management of flood risk and erosion control within the local area; | <p>OTTAWA
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- An addendum to the Master Drainage Plan incorporating all other information and documentation relating the Master Drainage Plan but not incorporated into the November 2013 revision.

- Such addendum shall be included in the Final Master Drainage Plan document.
- 111.** The Owner acknowledges and agrees that that the final design for stormwater Pond 1 and the adjacent regulated floodplain areas shall:
- Identify sediment storage areas outside of the mapped floodplain areas for the Van Gaal and Jock River;
 - Shall maintain a ‘no net fill’ balance in the final grading.
- 112.** Prior to early servicing for the lands North of Perth Street – specifically for those lands affected by the Drainage Act appeal for the relocation of the Van Gaal Drain - the Owner acknowledges and agrees that the Drainage Act process for the Van Gaal Drain realignment shall be completed. Should the permissions from the affected owners not be obtained then the Owner acknowledges and agrees that all drainage works required to move the drain shall be located solely on the Owner’s property with respect to the abutting owner not being in agreement and that the Owner shall amend the layout of the subdivision accordingly. The Owner acknowledges that draft conditions and zoning may need to be amended to reflect the revisions and that all changes are at no cost to the City.
- 113.** The owner agrees to hold a public meeting in Richmond, within 30 days of the later of the issuance of an ECA for the stormwater pond or the approval of the design for the communal well, at which the engineers responsible for the design of the master drainage solution and stormwater management will present them for explanation to the public. The General Manager, Planning, Infrastructure and Economic Development shall be consulted as to the aspects of these matters that shall be presented.
- Fisheries**
- 114.** The Owner acknowledges and agrees to ensure any requirements under the Federal Fisheries Act for the implementation of projects supporting the development are met.
- Sanitary Services**
- 115. SS1** The Owner shall 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.
- 116. SS2** Where the Owner is required under this Agreement to provide and install sanitary sewers of a diameter larger and/or at a greater depth than would be required to service the area to be developed, as detailed in the approved plans of this agreement, the Owner shall convey to the City such 0.3m reserves as may be necessary to prevent the Owners and developers of adjacent lands from making

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connections to the sanitary sewers installed by the Owner. Insofar as it legally may, the City will require other persons connecting to the sewer to pay an equitable share of the cost thereof to the Owner, the amount of which payment shall be determined by the General Manager, Planning, Infrastructure and Economic Development.

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| 117. | Where the Owner is required under this Agreement to provide the oversize and/or over-depth storm sewers or open drains in order to make provisions for later development of upstream lands not owned by the Owner herein, as referred to in the approved plans, the City shall, insofar as it legally may, require that payment shall be made by the Owner of such upstream undeveloped land which will utilize the said storm sewers as an outlet(s), prior to the approval of a Plan of Subdivision for such land by the City, the amount of which shall be determined by the General Manager, Planning, Infrastructure and Economic Development. | OTTAWA
PIED |
| 118. | <p>SS3 As the Owner proposes a road allowance(s) of less than 20 meters, and if the Owner also proposed boulevards between 4.0 and 5.0 meters 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 meters onto private property during installation before being capped; b) install hydro high voltage 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 meters 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 meters from top of duct to final grade. | OTTAWA
PIED |
| 119. | The Owner acknowledges that all components of the sewage system shall be designed and constructed to ensure that there are no significant drinking water threats to the municipal drinking water source of the Richmond Municipal well and no cost to and to the satisfaction of the General Manager, Planning, Infrastructure and Economic Development and/or Risk Management Official. | OTTAWA
PIED |
| 120. | <p>The construction of the sanitary sewer services shall be staged in accordance with a schedule that is to the satisfaction of the General Manager, Planning, Infrastructure and Economic Development, recognizing the goal of reducing infrastructure expenditures. The number of units constructed in each stage shall be controlled through the utilization of holding provisions within the zoning by-law.</p> <p>The stages may include:</p> <ul style="list-style-type: none"> a) Construction of a new length of 1,200 m of 600 mm forcemain along the Jock River from the pumping station to the lagoon. | OTTAWA
PIED |

- b) Construction of an additional 400 m of 600 mm forcemain from the lagoon to the Jock River Crossing;
- c) Upgrades to the existing pump units at the Richmond Pumping Station.

Proposed stage c) will requiring further engineering analysis to be provided to the City

Other options for the staging of the sanitary sewer works may be considered provided that satisfactory engineering analysis is provided to the City.

Water Services

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| 121. | W1 | The Owner shall design and construct all necessary watermains and the details of services and meters 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. | |
| 122. | | The details for water servicing and metering shall be to the satisfaction of the General Manager, Planning, Infrastructure and Economic Development. The Owner shall pay all related costs, including the cost of connections and the supply and installation of water meters by City personnel. | OTTAWA
PIED |
| 123. | | Upon completion of the installation of all watermains, hydrants, water services and the new communal well, treatment and storage, the Owner shall provide the City with Mylar(s) of the "as-built" plan(s), certified under seal by a Professional Engineer, showing the location of the watermains, hydrants and services. Furthermore, the Owner shall provide the "as-built" information and the attribute data for the water plant installation in a form that is compatible with the City's computerized systems. | OTTAWA
PIED |
| 124. | W2 | The Owner shall prepare, at its cost, a hydraulic network analysis of the proposed water plant within the Plan of Subdivision. This analysis shall be submitted for review and approval as part of the water plant design submission. | OTTAWA
PIED |
| 125. | | <p>The Owner agrees to construct and install all services in all the streets and offsite locations identified below and, where applicable, oversized services shall be constructed and installed in accordance with the conditions and City Specifications and approved reports:</p> <ul style="list-style-type: none"> • municipal communal well water system | OTTAWA
PIED |
| 126. | W3 | The Owner acknowledges and agrees not to permit any occupancy of buildings until the water plant has been installed, sterilized and placed in service to the satisfaction of the General Manager, Planning, Infrastructure and Economic Development. | OTTAWA
PIED |

127.		The Owner acknowledges and agrees that no services shall be tapped into the new watermain until the disinfection has been successfully completed and the watermain has been placed in service by the City.	OTTAWA PIED
128.	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 PIED
129.		The Owner acknowledges and agrees that the details of services and meters for the lots abutting the watermain shall be to the satisfaction of the General Manager, Planning, Infrastructure and Economic Development. The Owner shall pay all related costs, including the cost of connections and the supply and installation of water meters.	OTTAWA PIED
130.		The Owner acknowledges and agrees to install triple outlet fire hydrants and watermains in accordance with City specifications. The Owner further acknowledges and agrees to ensure that all hydrants shall be maintained accessible, and shall be in good operating condition at all times to the satisfaction of the General Manager, Planning, Infrastructure and Economic Development. In the event that any hydrants are not operational, then the Owner shall clearly label these hydrants as out of service.	OTTAWA PIED
131.	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 unlooped. Any unit serviced by an unlooped watermain shall be required to have sufficient fire protection, to the satisfaction of the General Manager, Planning, Infrastructure and Economic Development.	OTTAWA PIED
132.		The Owner prepares, entirely at its cost, a hydraulic network analysis of the proposed Communal Water System. Said report shall be submitted to the General Manager, Planning, Infrastructure and Economic Development for review and approval as part of the design submission.	OTTAWA PIED
133.		The Owner acknowledges and agrees that prior to proceeding with any subsequent phase they shall demonstrate the capacity of the existing well(s), water treatment, storage and distribution system with respect to quality and quantity – including fire flow - and upgrade such systems accordingly, all to the satisfaction of the General Manager, Planning, Infrastructure and Economic Development. This shall include the 10 State Standards, demonstrating that they still have to demonstrate the capacity of the weakest well, and they also need to meet the conditions of the MOE Minister regarding the conditional lifting of the Class EA Part II Order Request (this involves making sure that private wells in the Oxford Formation will not be unduly impacted). The Water system shall be designed to include fire flow that does not include direct pumping from the wells.	OTTAWA PIED

The Owner acknowledges that prior to requesting any early servicing the detailed design for the proposed Municipal Communal Water System shall be approved by the City of Ottawa and the Ministry of the Environment.

The Owner shall complete the design and construction of the Communal Water System to City standards and at no cost to the City.

The Owner acknowledges that full building permits shall not be issued until such time as the City assumes the operation of the Communal Water System.

As part of the assumption of the water system the owner shall provide the General Manager, Environmental Services Department as-built drawings, operation manuals, staff training as well as all up to date test records, Ministry of the Environment permits and licenses as may be required. This shall be at no cost to the City.

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| 134. | Prior to supporting any building permits including conditional ones or final approval the Owner shall obtain ownership for the City of the lands containing the future Richmond Municipal well(s). It shall be appropriately sized to contain pumping, treatment, storage, setbacks or clearances from the 3 actual wells, fencing, parking and other associated works. The Owner acknowledges being required prior to draft approval to provide the City of Ottawa with an executed document from the owner (presently Mattamy) of the lands upon which the municipal wells are located to convey the ownership of the wells at the time of the registration of the Owner's first plan of subdivision, failing such conveyance Mattamy has agreed to be responsible for all costs for the expropriation of such lands. The Owner and the City acknowledge that such executed document has been received by the City. No registration of a plan and no occupancy of any dwelling can occur until the lands upon which the wells are located and are to be located have been conveyed to the City | OTTAWA
PIED
PWES, Fire
Services |
| 135. | Pursuant to the direction of the Village of Richmond Community Design Plan the Owner agrees that the design of the proposed water system shall be such that the City can expand it to accommodate any potential requirement for that system to service the existing Village if required. The balance of the design, construction and preliminary operation to final acceptance of the water system to service the Owner's lands shall be at no cost to the City. Prior to the connection by the City to the water system, the financial terms of permitting the land in the existing developed areas in the village to be serviced by the well(s) shall be as negotiated between the Owner and the City. | OTTAWA
PIED
PWES |
| 136. | The Owner acknowledges that prior to lifting of the inhibiting order the water system shall be commissioned, and operated by the City | OTTAWA
PIED
PWES |
| | <u>Source Water Protection</u> | OTTAWA
PIED
PWES |

137. The Owner acknowledges that much of the proposed development is located within the Wellhead Protection Area of the Richmond Municipal drinking water-well and that the Drinking Water Source Protection Plan is not in place to allow the City to ensure that any potential threat posed to the municipal drinking water is eliminated. As such, the City will not contemplate any early servicing or commence work, rezoning to allow for building to occur nor to allow for the inhibiting order to be lifted on the above-noted lots until such time as it has been demonstrated by the Owner that the lots can be developed and pose no significant threat to the municipal drinking water. This shall be to the satisfaction of the General Manager, Planning, Infrastructure and Economic Development and Mississippi-Rideau Source Water Protection Committee and in keeping with the intent of the Ontario Clean Water Act. Further, that the Owner acknowledges and agrees to adhere to the policies of the Drinking Water Source Protection Plan on the following matters:
- a) The storage and handling of heating fuel is not supported and that the subdivision will be serviced by natural gas;
 - b) Any stormwater management facility (i.e. pond, stormceptor) proposed to be located within the Richmond Municipal Well-head Protection Area (WHPA), shall be designed accordingly area according to the policies in the proposed Mississippi-Rideau Nation Source Water Protection Plan.
 - c) All sanitary and storm sewers shall be designed to ensure no significant drinking water threat.
138. The Owner shall take reasonable steps during construction of the sanitary sewers so as not to cause adverse effects to private wells.
139. The Owner acknowledges and agrees that parts of the subdivision and adjacent lands lie within the Wellhead Protection Area of the Richmond Municipal drinking water-well and as such covenants will be placed on title of all affected lands and in all purchase and sale agreements of affected lands to ensure that the above noted concerns are known to all land owners. **OTTAWA PIED**
140. Dewatering through construction or as a result of the clear stone bedding under the storm sewer will be done so as to ensure that private wells in the Oxford formation will not be unduly impacted.
141. The Owner acknowledges that the lands lie within the Wellhead Protection Area of the future Richmond Municipal Well and that prior to any on-site works shall demonstrate that the proposed construction practice to do not create a threat to the municipal drinking water source. **OTTAWA PIED**
142. The Owner acknowledges and agrees that it shall prepare a homeowner's information brochure to provide information on best practices for private homeowners within wellhead protection areas. **OTTAWA PIED**
143. The Owner acknowledges that the subdivision agreement shall contain wording acceptable to General Manager, Planning, Infrastructure and Economic Development that the above noted conditions will be implemented. **OTTAWA PIED**

144.		The Owner acknowledges and agrees that it shall provide the City with the required sentinel or monitoring wells for the subdivision in a number and location to the satisfaction of the General Manager, Planning, Infrastructure and Economic Development, unless otherwise specified. Each required well shall be on a separate block secured by easement to and directly accessible by the City. If at all reasonably possible, access shall be provided by the road.	OTTAWA PIED
145.		The Owner acknowledges and agrees that prior to proceeding with any phase of the subdivision a construction management plan will be filed with the City demonstrating to the greatest extent feasible that all potential threats from the temporary use of any portion of the property to be used for construction purposes of the subdivision have been minimized.	OTTAWA PIED
146.		The Owner will comply with the Clean Water Act with respect to the Wellhead Protection Area Assessment.	OTTAWA PIED
<u>Serviced Lands</u>			
147.	SL1	<p>The Owner shall be responsible for the provisions of the following works, including oversizing and overdepth where appropriate, at its cost, in accordance with plans approved by the General Manager, Planning, Infrastructure and Economic Development, and/or the Province;</p> <ul style="list-style-type: none"> a. Watermains; b. Sanitary Sewers; c. Storm Sewers; d. Roads and traffic plant(s); e. Street Lights; f. Sidewalks; g. Landscaping; h. Street name, municipal numbering, and traffic signs; i. Stormwater management facilities; and j. Grade Control and Drainage. 	OTTAWA PIED
148.	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.	
149.	SL3	The Owner shall provide services oversized and overdepth to service lands beyond the limits of the subdivision as required and to the satisfaction of the General Manager, Planning, Infrastructure and Economic Development.	OTTAWA PIED
150.	SSL4	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 water capacity including fire flow and any Environmental Compliance Approvals (ECA) necessary are approved. All to the satisfaction of the General Manager, Planning, Infrastructure and Economic Development	OTTAWA PIED

SL3 HydroOttawa

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| 151. | | The Owner shall comply with Hydro Ottawa's Conditions of Service and thus should be consulted for the servicing terms. The document, including referenced standards, guidelines and drawings, may be found at www.hydroottawa.com/development/ . The Owner should consult Hydro Ottawa prior to commencing engineering designs to ensure compliance with these documents. | OTTAWA
PIED |
| 152. | | The Owner acknowledges that servicing from new rear lanes is not permitted. | Hydro
Ottawa |
| 153. | H1 | The Owner shall pre-consult with Hydro Ottawa 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 |
| 154. | 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 |
| 155. | | The Owner shall contact Hydro Ottawa to discuss electrical servicing for the property. By Hydro Ottawa commenting on this proposal, Hydro Ottawa has not committed to, or approved the electrical servicing of the proposed development. | Hydro
Ottawa |
| 156. | 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 |
| 157. | 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 is via overhead distribution. | Hydro
Ottawa |
| 158. | H5 | The Owner shall be responsible for servicing the buildings within the property. Only one service entrance per property shall be permitted. | Hydro
Ottawa |
| 159. | | The Owner shall convey, at its cost, all required easements as determined by Hydro Ottawa. The Owner further acknowledges and agrees that the City's Inhibiting Order will not be lifted until such time as the required transfer of easements to Hydro have occurred. The Owner will be required to provide written confirmation from Hydro to the City that the required easements have been obtained to Hydro's satisfaction and that the Inhibiting Order may be lifted, subject to any other City conditions for lifting. | Hydro
Ottawa |

160.	H6	Prior to commencement of any construction activities, the Owner shall inform Hydro Ottawa of any acute shock construction process or rubbelization 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
161.		The Owner shall be responsible for all costs for feasible relocations, protection or encasement of any existing Hydro Ottawa plant.	Hydro Ottawa
162.	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 plant 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
163.	H9	The Owner is advised that there are overhead medium voltage overhead lines along Perth Street. The Owner shall ensure that no personnel or equipment encroaches within three meters (3.0m) of the Hydro Ottawa overhead medium voltage distribution lines, unless approved by Hydro Ottawa. The Owner shall contact Hydro Ottawa prior to commencing work when proposing to work within 3.0m of the Hydro Ottawa distribution lines as noted above. No such work shall commence without approval of Hydro Ottawa.	Hydro Ottawa
164.		The Owner shall ensure that no permanent structures are located within the "restricted zone" defined by Hydro Ottawa's standard OLS0002, which can be found at www.hydroottawa.com/development/ . The "restricted zone" surrounds overhead medium voltage pole lines, consisting of a five-meter (5m) radial distance from overhead medium voltage conductors, and a two-meters (2m) distance from a vertical line drawn from the conductors to ground level along, the length of the pole line. This standard complies with the requirements of the Ministry of Labour's <i>Occupational Health & Safety Act</i> , the Building Code and the Ontario Electrical Safety Code.	Hydro Ottawa
165.		The Owner and its agents shall arrange for an underground electricity cable locate by contacting Ontario One Call at 1-800-400-2255, not less than seven (7) working days prior to excavating. There shall be no mechanical excavation within 1.5m of any Hydro Ottawa underground plant unless the exact position of plant is determined by hand digging methods. Direct supervision by Hydro Ottawa forces, and protection or support of the underground assets shall be at the Owner's expense.	Hydro Ottawa
166.		Hydro Ottawa may be required to service this subdivision by means of underground wiring, thus any other underground work must be coordinated. At least 14 weeks are needed from receipt of the Owner's deposit to start the material purchase and scheduling of the work.	Hydro Ottawa

167. Hydro Ottawa reserves the right to raise conditions throughout the development of this proposal should revisions contain non-conformance with, for example, Hydro Ottawa's Conditions of Service or Standards. The Owner shall contact Hydro Ottawa in the request. **Hydro Ottawa**
- HydroOne** **Hydro Ottawa**
168. The Owner acknowledges that prior to final approval, copies of the lot grading and drainage plan, showing existing and final grades, must be submitted to HONI in triplicate for review and approval. Drainage must be controlled and directed away from the OILC/HONI transmission corridor. **Hydro Ottawa**
169. Temporary fencing must be installed along the edge of the transmission corridor prior to the start of construction at the developer's expense.
170. Permanent 1.5 metres fencing must be installed along the mutual property line after construction is completed at the developer's expense. **HydroOne**
171. The Owner acknowledges that the OILC/HONI transmission corridor is not to be used without the express written permission of the Hydro One Networks Inc. on behalf of OILC. During construction there will be not storage of materials or mounding of earth, snow or other debris on the transmission corridor. The proponent will be responsible for the restoration of any damage to the transmission corridor or HONI facilities thereon resulting from construction of the subdivision. **HydroOne**
172. The Owner shall obtain the permission of OILC/HONI for any proposed works and road crossings of the transmission corridor. Prior to final approval the developer shall provide HONI/OILC detailed engineering. All road allowances shall be transferred directly to the City of Ottawa. **HydroOne**
173. All costs associated with the relocation or revisions to the facilities to accommodate the subdivision shall be the responsibility of the owner. **HydroOne**
- Fire Services**
174. The Owner shall not demand of the City to issue, nor shall anyone claiming title from it or under its authority, demand of the City to issue, one or building permits to construct any building or other structure on any lots or block in the Subdivision until firebreak lots are designated to the satisfaction of the City's Fire Chief.
175. The Owner acknowledges that adequate fire protection must be in place prior to any structural framing and be maintained accessible and operational at all times to the satisfaction of the City's Fire Chief.

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| 176. | The Owner agrees that as an interim measure and prior to the issuance of any full building permit, where no municipal hydrants are available the Owner shall provide an alternate means of water supply as required in the Ontario Building Code and subject to the approval of the Fire Chief. | OTTAWA
Fire Services |
| 177. | The Owner agrees that public street access must be provided by a road complete to first lift of asphalt prior to combustible framing. Alternatively, at times of the year when the asphalt plants are not operational, the minimum road construction shall be completed to an acceptable granular 'A' surface. | OTTAWA
Fire Services |
| 178. | <p>The Owner acknowledges and agrees that, where single family home Firebreak Lots are required, no construction is to proceed past the deck stage until the adjacent units are completed with exterior cladding, windows installed and roof shingles.</p> <ul style="list-style-type: none"> - On lots with 12.19 metres of frontage or more, a maximum of six homes are to be constructed without a 'firebreak' of one lot; and - On lots with less than 12.19 metres of frontage, a maximum of six homes are to be construction without a 'firebreak' of two lots. | OTTAWA
Fire Services
PIED |
| 179. | The Owner undertakes and agrees to provide and erect at its expense, such municipal street signs and unit number signs, illuminated or otherwise in such location and of such size, design and colour as submitted to and approved the Fire Chief prior to occupancy of any building, or part thereof, in the subject development, and such numbering shall be visible from the street day and night. | OTTAWA
Fire Services
PIED |

Early Servicing

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| 180. | Upon approval of the Draft Plan of subdivision, municipal servicing relating to the Plan of Subdivision, including, works beyond the limit of the subdivision, any be permitted provided appropriate approvals have been granted, and financial security, insurance and a letter of indemnity are posted to the satisfaction of the General Manager, Planning, Infrastructure and Economic Development. Early Servicing shall include the completion of the approved service outlets and installations and such outlets and associated works shall be completed to the satisfaction of the General Manager, Planning, Infrastructure and Economic Development. Early Servicing shall also include the phasing of the subdivision development by submission of a preliminary 4M Plan and approval of all related engineering works associated with that phase. | OTTAWA
PIED
Legal
Services |
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Utilities

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| 181. | U1 The Owner is hereby advised that prior to commencing any work within the Draft Plan, the Owner must confirm that sufficient wire-line communication/telecommunication infrastructure is currently available to the proposed development to provide 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 | OTTAWA
PIED
CA |
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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).

Canada Post

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| 182. | The Owner agrees to inform all prospective purchasers through a clause in all agreements of purchase and sale as to the locations of all potential community mailboxes. | OTTAWA
PIED |
| 183. | The Owner acknowledges and agrees that the locations, standards and installation of all community mailboxes shall be to the satisfaction of Canada Post. | |
| 184. | The Owner acknowledges and agrees that all community mailboxes shall be shown on the Streetscape/Landscape plans as well as the Composite Utility Plans. | Canada Post |

Noise Attenuation

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| 185. | N1 | <p>The Owner shall have a Noise Study undertaken related to noise assessment and land use planning with respect to noises generated by moving and stationary sources prepared by a Professional Engineer, licensed in the province of Ontario to the satisfaction and approval of the General Manager, Planning, Infrastructure and Economic Development Department. The Study shall comply with:</p> <ul style="list-style-type: none"> i. the City of Ottawa’s Environmental Noise Control Guidelines, as amended; and ii. address, and be in accordance with, the current version of the Association of Professional Engineers of Ontario Guidelines for Professional Engineers providing Acoustical Engineering Services in Land Use Planning. <p>The study shall provide all specific details on the methods and measures required to attenuate any noise that exceeds the allowable noise limits in locations as determined by the recommendations of the Noise Assessment Study.</p> <p style="padding-left: 40px;">(i) .</p> | OTTAWA
PIED |
| 186. | | <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 and in accordance with the City’s Environmental Noise Control Guidelines. 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> | |

187.	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, through a Professional Engineer, that the noise control measures have been implemented in accordance with the approved study.	OTTAWA PIED
188.		The Owner agrees that all purchase and sale agreements, and the Deed(s) for the whole or any part of the lot/block on the Plan of Subdivision shall contain the following clause in the next condition that shall be incorporated in all Transfers/Deeds from the Owner so that the clauses shall be covenants running with the lands in the Subdivision.	OTTAWA PIED
189.		<p>The Owner acknowledges and agrees that all purchase and sale agreement shall include the following types of notices to purchasers:</p> <ul style="list-style-type: none"> - Proximity to an active park - Proximity to a storm pond, water course or natural area - Potential transit routes - Handbooks relating to Source Water Protection - Handbooks relating to Basement Sump Pump systems purpose, operation and maintenance - Information on the approved Streetscape/Landscape Plan - Information on the approved Grading and Composite Utility Plans - Information on Tree Planting in Sensitive Marine Clay Soils - Noise Attenuation for lots in proximity to Perth Street. - Other matters as may be determined prior to final approval. 	OTTAWA PIED and Legal

Land Transfers

190.	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, lands required for parks (or cash-in-lieu thereof) and for stormwater management. In particular, the Owner shall convey, at no cost to the City, the following lands:</p> <ul style="list-style-type: none"> i) Pathway, Walkway or Servicing Blocks – 65, 71, 85 ii) Open Space Blocks – 43 iii) Watercourses (buffer strips/riparian corridors) – 77 and 78 and any walkway and connection (Subject to RVCA concurrence and Drainage Act compliance) iv) Park Blocks – 32 v) Storm Water Management Blocks – Block 2, 12, 42 vi) Road Widening Blocks – 79, 83 vii) 0.3 m Reserve Blocks – West Side and end of Streets 1, 5, end of plateau Keeper Heights viii) Municipal Well Block 	OTTAWA PIED
191.	LT2	<p>The Owner shall convey, at no cost to the City, any easements that may be required for the provision of water and wastewater systems, in addition to underground or overland stormwater drainage systems</p> <p><u>Development Charges</u></p>	OTTAWA PIED

192.	DC1	The Owner acknowledges that some of the works of the Subdivision are eligible for development charges revenues pursuant to the City's applicable Development Charges By-law and background study, as well as budget approval by City Council where required. Such contributions are to be determined and agreed to by the City, prior to the commencement of the associated Works or as agreed to by the City. The Owner agrees to enter into any agreements that may be required pursuant to the applicable Development Charges By-law.	OTTAWA PIED and Legal
193.	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 PIED and Legal
194.	DC3	The Owner acknowledges and agrees to enter into any front-ending agreements with the City of Ottawa for transportation, water, and waste water that are anticipated to be required in advance of the time as approved by Council. The City shall repay the Owner for the cost of works as noted herein in accordance with the approved Front-Ending Policy of the City's Development Charge By-law, and subject to budget approval of the required expenditure by City Council in the year in which it is approved.	OTTAWA PIED and Legal

195. DC4 The Owner acknowledges that for building permits issued after January 15, 2010, payment of non-residential development charges, excluding development charges for institutional developments, may be calculated in two installments at the option of the Owner, such option to be exercised by the Owner at the time of the application for the building 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:

**OTTAWA
PIED and
Legal**

- (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.

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.

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.

“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.

191. Financial Plan

The Owner agrees that all infrastructure required for this subdivision shall be at no cost to the City. This is subject to recoveries from Development Charges by the owner under the approved Background Study and to the acknowledged right of the Owner to appeal to the Ontario Municipal Board pursuant to the *Development Charges Act*, the allocation for benefit to existing development for the forccemain to be constructed.

**OTTAWA
PIED and
Legal**

194. Surv1 Survey Requirements

The Owner shall provide the final plan intended for registration in a digital format that is compatible with the City’s computerized system.

**OTTAWA
Surveys**

195.	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
<u>Closing Conditions</u>			
196.	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
197.	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
198.	C4	Prior to registration of the Plan of Subdivision, the City is to be satisfied that conditions one through 197 and 201 have been fulfilled.	OTTAWA Legal
199.	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 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 may cause the damage to be repaired and shall recover the costs of the repair plus the Management Fees under Section 427, of the <i>Municipal Act, 2001</i> , like manner as municipal taxes.	OTTAWA Legal
200.	C6	If the Plan(s) of Subdivision, including all phases within the draft approved plan of subdivision, has not been registered by five years November 27, 2024 from the date of draft approval (November 27, 2019), 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 PIED
201.		The Owner shall pay any outstanding taxes owing to the City of Ottawa prior to registration.	OTTAWA Planning