

MENU OF CONDITIONS
FOR DRAFT APPROVAL
MATTAMY HOMES CANADA
HALF MOON BAY SOUTH PHASE 5 SUBDIVISION, 3718 GREENBANK RD

DRAFT APPROVED DD/MM/YYYY

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The City of Ottawa's conditions applying to the draft approval of Mattamy Homes Canada's Half Moon Bay South Phase 5 Subdivision (File No. D07-16-19-0007), 3718 Greenbank Road, are as follows:

This approval applies to the draft plan certified by C.M. Fox, Ontario Land Surveyor, dated November, 27, 2019, showing 67 Residential Lots, 5 streets, 18 residential blocks, 2 pathway blocks, 1 30cm reserve and 1 future road block.

This approval applies to the approved conceptual plans and reports in support of the draft plan as follows (list plans, reports and studies associated with the draft approval):

- 1) Overall Site Servicing Plan, Drawing No.SSP-1, prepared by Stantec, revision 2 dated 19.07.09.
- 2) Overall Grading Plan, Drawing No.GP-1, prepared by Stantec, revision 2 dated 19.07.09.
- 3) Erosion Control Plan, Drawing No. EC-1, prepared by Stantec, revision 2 dated 19.07.09.
- 4) Storm Drainage Plan, Drawing No.SD-1, prepared by Stantec, revision 2 dated 19.07.09.
- 5) Sanitary Drainage Plan, Drawing No.SA-1, prepared by Stantec, revision 2 dated 19.07.09.
- 6) Detail Sheet, Drawing No.DS-1, prepared by Stantec, revision 3 dated 19.07.09.
- 7) Functional Servicing Report, prepared by Stantec, version 2, dated July 17, 2019.
- 8) Transportation Impact Assessment, prepared by CGH Transportation, Project Number 2018-32, dated November 2019.
- 9) Traffic Noise Assessment, Half Moon Bay South Phase 5, prepared by Valcoustics Canada Ltd., dated November 26, 2019
- 10) Stationary Noise Source Study, Half Moon Bay South and Quinn's Point Stage 2, prepared by Valcoustics Canada Ltd., dated May 3, 2018.
- 11) Revised Sound Barrier Requirements, prepared by Valcoustics Canada Ltd., dated July 19, 2019.
- 12) Response to City Comments – Stationary Noise Source, Half Moon Bay South – Phase 5, prepared by Valcoustics Canada Ltd., dated July 31, 2019.
- 13) Assessment of Dust Impacts from Aggregate Pits on Minto Communities Canada and Mattamy Homes proposed developments, prepared by Golder Associated Ltd., dated March 2018.
- 14) Phase 1 Environmental Site Assessment, Half Moon Bay South (Phase 5), prepared by Paterson Group, dated February 1, 2019.

- 15) Geotechnical Investigation, Proposed Residential Development, Half Moon Bay South (Phase 5), prepared by Paterson Group, dated February 8, 2019.
- 16) Mineral Resource Impact Assessment, Proposed Residential Development, Half Moon Bay South - Phase 5, prepared by Paterson Group, dated February 11, 2019.
- 17) Tree Conservation Report, prepared by Kilgour and Associates Ltd., dated February 6, 2019.

Subject to the conditions below, these plans and reports may require updating and/or additional details prior to final approval.

The Owner agrees, by entering into a Subdivision Agreement, to satisfy all terms, conditions and obligations, financial and otherwise, of the City of Ottawa, at the Owner's sole expense, all to the satisfaction of the City.

Clearing Agency'

General

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| 1. | G1 | Prior to the issuance of a Commence Work Notification, the Owner shall obtain such permits as may be required from Municipal or Provincial authorities and shall file copies thereof with the General Manager, Planning, Infrastructure and Economic Development Department. | OTTAWA Planning |
| 2. | G2 | 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 Planning |

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).

3. **G3** The Owner acknowledges and agrees that any residential blocks for street-oriented dwelling units on the final Plan shall be configured to ensure that there will be no more than 25 units per block. **OTTAWA Planning**

4. **G4** The Owner acknowledges and agrees that any person who, prior to the draft plan approval, entered into a purchase and sale agreement with respect to lots or blocks created by this Subdivision, shall be permitted to withdraw from such agreement without penalty and with full refund of any deposit paid, up until the acknowledgement noted above has been executed. **OTTAWA Legal**

The Owner agrees to provide to the General Manager, Planning, Infrastructure and Economic Development Department an acknowledgement from those purchasers who signed a purchase and sale agreement before this Subdivision was draft approved, that the Subdivision had not received draft approval by the City. The Owner agrees that the purchase and sale agreements signed prior to draft approval shall be amended to contain a clause to notify purchasers of this fact, and to include any special warning clauses, such as but not limited to Noise Warnings and easements.

5. **G5** All prospective purchasers shall be informed through a clause in the agreements of purchase and sale of the presence of lightweight fill on the lands, and that the presence of such lightweight fill may result in specific restrictions on landscaping, pools, additions, decks and fencing **OTTAWA Legal**

6. **G6** The Owner, or his agents, shall not commence or permit the commencement of any site related works until such time as a pre-construction meeting has been held with Planning, Infrastructure and Economic Development Department staff and until the City issues a Commence Work Notification. **OTTAWA Planning**

Landowners Agreement

7. **LA1** Prior to registration or early servicing, the Owner agrees to provide the City with a clearance letter from the trustee of the Landowners Group, confirming that the Owner is party to the Landowners Group and that Cost Sharing Agreements (if applicable) and all of the obligations, financial and otherwise, of the landowner(s) of this subdivision have been fulfilled pursuant to the Landowners Agreement. **LG**

Zoning

8. **Z1** The Owner agrees that prior to registration of the Plan of Subdivision, the Owner shall ensure that the proposed Plan of Subdivision shall conform with a Zoning By-law approved under the requirements of the *Planning Act*, with all possibility of appeal to the Local Planning Appeals Tribunal exhausted. **OTTAWA Planning**
9. **Z2** The Owner undertakes and agrees that prior to the registration of the Plan of Subdivision, the Owner shall deliver to the City a certificate executed by an Ontario Land Surveyor showing that the area and frontage of all lots and blocks within the Subdivision are in accordance with the applicable Zoning By-law. **OTTAWA Planning**

Roadway Modifications

10. **RM1** The Owner shall pay all expenses associated with all works related to roadway modifications, and shall provide financial security in the amount of 100% of the cost of implementing the required works. **OTTAWA Planning**
11. **RM2** [Road signage and pavement marking]
The Owner agrees to provide a Development Information Form and Geometric Plan indicating: **OTTAWA Planning Transpo Plg**
- a) Road Signage and Pavement Marking for the subdivision;
 - b) Intersection control measure at new internal intersections; and
 - c) location of depressed curbs and TWSIs;

prior to the earlier of registration of the Agreement or early servicing. Such form and plan shall be to the satisfaction of the General Manager, Planning, Infrastructure and Economic Development Department.

12. **RM3** [Registration and required RMA under DC By-law]
The Owner acknowledges that phases of the subdivision that will trigger a requirement for road modifications on an arterial or major collector road (as identified in the Transportation Master Plan) will not be registered, unless the works are identified in the City's Development Charges Background Study and By-law, and Council has granted budget approval. **OTTAWA Planning Transpo Plg**
- The Owner acknowledges that prior to the registration of each phase of the subdivision, the Owner will demonstrate to the City's satisfaction that no road modifications to an arterial or major collector road will be required unless those works are identified in the City's Development Charges Background Study and By-law, and Council has granted budget approval.

13. **RM7** [Traffic calming]
Where traffic calming is identified, the Owner acknowledges and agrees to implement traffic calming measures on roads within the limits of their **OTTAWA Planning**

subdivision to limit vehicular speed and improve pedestrian safety. The Owner further acknowledges and agrees that the detailed design for new roads will include the recommendation(s) from the required supporting transportation studies.

The Owner agrees that traffic calming measures shall reference best management practices from the Canadian Guide to Neighbourhood Traffic Calming, published by the Transportation Association of Canada, and/or Ontario Traffic Manual. These measures may include either vertical or horizontal features (such measures shall not interfere with stormwater management and overland flow routing), including but not limited to:

- intersection or mid block narrowings, chicanes, medians;
- speed humps, speed tables, raised intersections, raised pedestrian crossings;
- road surface alterations (for example, use of pavers or other alternate materials, provided these are consistent with the City's Official Plan polices related to Design Priority Areas);
- pavement markings/signage; and
- temporary/seasonal installations such as flexi posts or removable bollards.

Highways/Roads

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| 14. | HR1 | The Owner acknowledges and agrees that all supporting transportation studies and design of all roads and intersections shall be to the satisfaction of the General Manager, Planning, Infrastructure and Economic Development Department. | OTTAWA
Planning |
| 15. | HR2 | The Owner shall retain a licensed or registered professional with expertise in the field of transportation planning and/or traffic operations to prepare a Transportation Impact Assessment. The study shall comply with the City of Ottawa's Transportation Impact Assessment Guidelines. The Owner agrees to revise the Draft Plan in accordance with the recommendations of the study. | OTTAWA
Planning |
| 16. | HR3 | The Owner shall provide for temporary turnarounds for all streets terminating at the edge of any phase of development, prior to registration of the Plan. The Owner agrees that it will convey to the City at no cost any temporary easements that may be required in order to establish the temporary turnarounds. For any portion of the temporary turn-around easements that do not form part of the permanent road allowance, the easements shall be released at the expense of the Owner when the easements are no longer required by the City. | OTTAWA
Planning |

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| 17. | HR5 | <ul style="list-style-type: none"> • Any dead ends and/or open spaces of road allowances created by this plan of subdivision may be terminated in 0.3 metre reserves. | OTTAWA
Planning
Legal |
| 18. | HR6 | <p>The Owner shall provide site triangles at the following locations on the final plan:</p> <ul style="list-style-type: none"> • <i>Local Road to Local Road: 3 metres x 3 metres</i> | OTTAWA
Planning
Legal |
| 19. | HR9 | <p>The Owner agrees to provide a construction traffic management plan for the subdivision prior to the earlier of registration of the Agreement or early servicing. Such plan shall be to the satisfaction of the General Manager, Planning, Infrastructure and Economic Development Department.</p> | OTTAWA
Planning |
| 20. | HR11 | <p>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.</p> | OTTAWA
Planning
BCS |
| 21. | HR15 | <p>The Owner acknowledges that the construction of buildings may be restricted on certain lots and/or blocks until such time as road connections are made so that snow plow turning and garbage collection can be implemented.</p> | OTTAWA
Planning |

Public Transit

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| 22. | PT2 | <p>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.</p> | OTTAWA
Transit |
| 23. | PT5 | <p>The Owner agrees to implement a Transit Service Strategy in accordance with the Official Plan. The Owner, together with the City, will determine the method and means by which the developments, as well as adjacent areas, can be efficiently and effectively serviced by transit. The Owner shall enter into an agreement with the Transit Services Branch, prior to the registration of the subdivision, to outline the provision of interim bus service. Said agreement shall include, but not be limited to, the following: establishment of routes and stops and levels of service and provision and maintenance of stops and turnarounds. The agreement may include: funding and cost-sharing arrangements and timing and triggers for the transfer of responsibility to City.</p> | OTTAWA
Transit |

Geotechnical

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| 24. | GT2 | <p>The Owner shall submit a geotechnical report prepared in accordance with the City's Geotechnical Investigation and Reporting Guidelines and/or Slope Stability Guidelines for Development Applications by a geotechnical</p> | OTTAWA
Planning |
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engineer or geoscientist, licensed in the Province of Ontario, containing detailed information on applicable geotechnical matters and recommendations to the satisfaction of the General Manager, Planning, Infrastructure and Economic Development which include, but are not limited to:

- a) existing sub-surface soils, groundwater conditions;
- b) slope stability (including an assessment during seismic loading) and erosion protection, in addition to any building construction requirements adjacent to unstable slope;
- c) clearly indicate orientation of any cross-sections used in slope stability analysis and location of center of the slip circle;
- d) grade raise restrictions on the site and, if appropriate, the impacts this will have on the slope stability;
- e) design and construction of underground services to the building, including differential settlement near any buildings or structures;
- f) design and construction of roadway, fire routes and parking lots;
- g) design and construction of retaining walls and/or slope protection;
- h) design and construction of engineered fill;
- i) design and construction of building foundations;
- j) site dewatering;
- k) design and construction of swimming pools;
- l) design and construction of park blocks for its intended uses; and
- m) in areas of sensitive marine clay soils:

Pathways, Sidewalks, Walkways, Fencing, and Noise Barriers

- 25. **S1** The Owner acknowledges and agrees that all pathways, sidewalks, walkways, fencing, and noise barriers are to be designed and constructed in accordance with City specifications, at no cost to the City, and to the satisfaction of the General Manager, Planning, Infrastructure and Economic Development Department.

- 26. **S3** [Sidewalks along public roads] **OTTAWA
Planning**
 The Owner agrees to design and construct 1.8 metre wide sidewalks at the following locations:
 - North side of Street 1
 - East side of Street 2
 - South side of Street 5
 - West side of Street 6

- 27. **S4** [Walkways on public lands] **OTTAWA
Planning**
 The Owner agrees to design and construct, fully accessible, 2 metre wide walkways and related works through the length of the public lands, as identified on Draft Plan at in the following locations:
 - Block 86 and 87

28. **S5** The Owner agrees to connect all new pathways, sidewalks, walkways to the existing pathways, sidewalks, walkways located at the following locations: **OTTAWA Planning**
- Fameflower Street
 - Alex Polowin Avenue
 - Quinn’s Pointe pathway (Block 359 on Draft 4M-Plan)
29. **S6** [Chain link fence between public and private lands] **OTTAWA Planning**
- a) The Owner agrees to design and construct 1.5 metre black vinyl-coated chain link fences in accordance with the Fence By-law at the following locations:
- Block 86 and Block 87
- All chain link fencing that separate public lands and residential lots and blocks shall have a maximum opening (the diamond shape area) of no greater than 37 mm in order to comply with the applicable part of the “Pool Enclosure By-Law”.
- b) The Owner agrees that any vinyl-coated chain link fence required to be installed with the exception of parks fencing shall be located a minimum of 0.15 metres inside the property line of the private property.
30. **S9** [Noise attenuation barriers] **OTTAWA Planning**
- 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:
- Lot 1: 2.5m high acoustic fence
 - Lots 2, 3, 4: 2.2m high acoustic fence
 - Block 83 (westernmost unit): 2.6m high acoustic fence (must tie in to the future acoustic fence to the south)
 - West of the proposed development: A sound barrier comprised entirely of an earthen berm to be constructed, tying in to the existing berm. Should the gravel pit operations cease, the earthen berm shall no longer be required.
- b) The Owner agrees that any noise attenuation barrier required to be installed under this Agreement, shall be located a minimum of 0.30 metres inside the property line of the private property, and the location of the fence shall be verified by an Ontario Land Surveyor, prior to the release of securities for the noise attenuation barrier.

31. **S10** The Owner shall insert a clause in each agreement of purchase and sale and shall be registered as a notice on title in respect of all lands which fences have been constructed stating that:

**OTTAWA
Planning**

“Purchasers are advised that they must maintain all fences in good repair, including those as constructed by Mattamy Homes along the boundary of this land, to the satisfaction of the General Manager, Planning, Infrastructure and Economic Development Department. The Purchaser agrees to include this clause in any future purchase and sale agreements”.

32. The Owner agrees that the 1.5 metre black vinyl-coated chain link fence installed on Block 176 on Plan 4M-1560 may not be required where it is adjacent to Lots 1, 2, 3 and 4 on the Draft Plan of Subdivision whereas Lots 1, 2, 3 and 4 are subject to an acoustic fence. The Owner shall remove the section of the existing chain link fence that is no longer required and must reinstate the park property to the satisfaction of the General Manager, Recreation, Cultural and Facility Services Department. The Owner shall ensure a proper tie-in between the acoustic fence and the chain link fence, to the satisfaction of the General Manager, Planning, Infrastructure and Economic Development.

**OTTAWA
Planning
Parks**

Landscaping/Streetscaping

33. **LS1** The Owner agrees, prior to registration to have a landscape plan(s) for the plan of subdivision prepared by a Landscape Architect, in accordance with the recommendations contained in the geotechnical report(s), the Tree Conservation Report, and/or the Environmental Impact Statement (if appropriate).

**OTTAWA
Planning
Forestry**

The landscape plan(s) shall include detailed planting locations, plant lists which include species, plant form and sizes, details of planting methods, pathway widths and materials, access points, fencing requirements and fencing materials, other landscape features and gateway features where required.

The Owner agrees to implement the approved landscape plan(s) and bear all costs and responsibility for the preparation and implementation of the plan(s).

All of the aforementioned are to the satisfaction of the General Manager, Planning, Infrastructure and Economic Development Department.

34. **LS2** The Owner agrees that for all single detached and semi-detached lots, a minimum of 1 tree per interior lot and 2 trees per exterior side yard lots (i.e. corner lots) shall be provided on the landscape plan(s).

**OTTAWA
Planning
Forestry**

Should specific site constraints prevent the required allocation of trees, the remaining number of required trees shall be provided within any proposed park(s), open space or environmental blocks, non-residential road right-of-way frontages, stormwater management facility(s), or other suitable alternative locations, to the satisfaction of the General Manager, Planning, Infrastructure and Economic Development Department.

35. The Owner acknowledges and agrees that driveways for ground oriented attached units shall be paired wherever possible to maximize on street parking and street tree planting opportunities. **OTTAWA Planning**

Tree Conservation

36. **TC1** [Urban area] The Owner acknowledges and agrees to abide by the Urban Tree Conservation By-law, 2009-200, and that any trees to be removed from the site shall be in accordance with an approved Tree Permit. **OTTAWA Planning**

The Owner agrees to implement the measures recommended in the supporting tree conservation report to ensure preservation of the trees identified for protection, in accordance with the City’s tree protection requirements listed within the Urban Tree Conservation By-law, 2009-200. All of which are to the satisfaction of the General Manager, Planning, Infrastructure and Economic Development Department.

37. **TC3** The Owner agrees to maintain the tree protection measures until construction is complete and/or the City has provided written permission to remove them. **OTTAWA Planning**

Parks

38. **P2** The Owner covenants and agrees that, in accordance with the *Planning Act* and the City of Ottawa Parkland Dedication By-law, the parkland dedication requirement has been calculated at a rate of one hectare per 300 units, to the satisfaction of the General Manager, Recreation, Cultural and Facility Services Department. Based on the estimated number of 164 units for this subdivision, there is a parkland dedication requirement of 0.547 hectares. **OTTAWA Parks**

The Owner covenants and agrees that 0.543 hectares of parkland dedication had been previously provided in excess of the required dedication in phase 4 of the development (please reference development application number D07-16-14-0021). Therefore, the parkland dedication for this application has been previously satisfied, and no land conveyance of parkland, nor cash-in-lieu-of-parkland, is due as part of this subdivision approval process.

In the event that the number of units change, the required parkland dedication will also change, and may result in additional parkland dedication requirements; all to the satisfaction of the General Manager, Recreation, Cultural and Facility Services Department.

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| 39. | P19 | The Owner acknowledges and agrees that where multiple parks are to be developed within a Community Design Plan (CDP) area or draft plan of subdivision with multiple land-owners, the land-owners will enter into a cost sharing agreement to cover the cost of the development of the parks as per the direction of OPA 159. No approvals will be given on a plan of subdivision until a cost sharing agreement regarding the development of parkland within the development area has been entered into and submitted to the City. All to the satisfaction of the General Manager, Recreation, Cultural and Facility Services and the General Manager, Planning, Infrastructure and Economic Development. | OTTAWA
Planning
Parks |
| 40. | | The Owner acknowledges and agrees to provide a walkway connection from Street 1 to the existing park block to the north (Block 87). The Owner further acknowledges and agrees to build an accessible pathway, with a maximum slope of 4.8% from the north end of the walkway block (Block 87) to the existing asphalt pathway in the park, along with any other modifications necessary to complete the construction of this walkway connection (ex: grading, retaining wall(s), culvert, etc), all to the satisfaction of the General Manager, Recreation, Cultural and Facility Services. | OTTAWA
Parks |

Environmental Constraints

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| 41. | EC1 | The Owner shall prepare an Integrated Environmental Review and/or an Environmental Impact Statement, in accordance with the policies of the Official Plan, to the satisfaction of the General Manager, Planning, Infrastructure and Economic Development Department. | OTTAWA
Planning
CA |
| 42. | | The Owner agrees that prior to registration, early servicing, or other works that would alter the vegetative characteristics of the site, the Owner shall have the environmental impact statement completed as necessary to reflect the final plan as approved, and to address any changes to the anticipated impacts and recommended mitigation measures that may be required as a result of changes to the draft plan, changes in the regulatory context with respect to species at risk, or changes in the known environmental context of the site. This update shall be to the satisfaction of the General Manager, Planning, Infrastructure and Economic Development Department. | OTTAWA
Planning |

43. The Owner acknowledges and agrees that the construction of the subdivision shall be in accordance with the recommendations of Environmental Impact Statement as required in condition 42 above. **OTTAWA Planning CA**
44. **EC4** The Owner agrees to abide by all appropriate regulations associated with Provincial and Federal statutes for the protection of wildlife, including migratory birds and species at risk. **OTTAWA Planning**

Schools

45. The Owner is required to inform prospective purchasers that school accommodation pressures exist in the Ottawa-Carleton District School Board schools designated to serve this development which are currently being addressed by the utilization of portable classrooms and/or by directing students to schools outside of their community. **OCDSB**

Archaeology

46. **ARC1** Where the Owner is required to undertake an archaeological assessment:
- i. The Owner acknowledges having been required to retain a licensed consultant archaeologist to undertake an archaeological assessment of the entire property, including 1:10,000 scale mapping, “Archaeological Site Record” and report(s);
 - ii. The Owner agrees to implement the recommendations of the approved assessment, including mitigation, through preservation or removal and documentation of archaeological resources; and
 - iii. The Owner agrees that no site works shall take place until any archaeological resource conservation concerns have been addressed.
- OTTAWA Planning MTCS**
- (Ministry provides written clearance to the City prior to registration, usually at the request of the applicant.)

All of the above noted conditions shall be to the satisfaction of the Ministry of Tourism and Culture and the General Manager, Planning, Infrastructure and Economic Development Department.

Stormwater Management

47. **SW1** The Owner shall provide any and all stormwater reports that may be required by the City for approval prior to the commencement of any works in any phase of the Plan of Subdivision. Such reports shall be in accordance with any watershed or subwatershed studies, conceptual stormwater reports, City or Provincial standards, specifications and guidelines. The reports shall include, but not be limited to, the provision of erosion and sedimentation control measures, implementation or phasing requirements of interim or permanent measures, and all stormwater monitoring and testing requirements. **OTTAWA Planning CA**

All reports and plans shall be to the satisfaction of the General Manager, Planning, Infrastructure and Economic Development Department.

48. **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.
- (b) All submissions and any changes made to the Plan shall be submitted to the satisfaction to the City and the Rideau Valley Conservation Authority.
- (c) The Owner shall implement an inspection and monitoring plan to maintain erosion control measures.
49. **SW3** On completion of all stormwater works, the Owner agrees to provide certification to the General Manager, Planning, Infrastructure and Economic Development Department through a Professional Engineer, licensed in the province of Ontario, that all measures have been implemented in conformity with the approved Stormwater Site Management Plan.
50. **SW5** The Owner agrees to design and construct, as part of the stormwater management infrastructure, at no cost to the City, a monitoring facility, facilities or alternative flow monitoring technology, including any required vehicular access to the satisfaction of the City and the Rideau Valley Conservation Authority. Monitoring shall include ground water recharge performance.
51. **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.
52. **SW7** The Owner covenants and agrees that the following clause shall be incorporated into all agreements of purchase and sale for the whole, or any part, of a lot or block on the Plan of Subdivision, and registered separately against the title:

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CA**

**OTTAWA
Planning**

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CA**

**OTTAWA
Planning**

**OTTAWA
Legal**

“The Owner acknowledges that some of the rear yards within this subdivision are used for on-site storage of infrequent storm events. Pool installation and/or grading alterations and/or coach houses on some of the lots may not be permitted and/or revisions to the approved Subdivision Stormwater Management Plan Report may be required to study the possibility of modification on any individual lot. The Owner must obtain approval of the General Manager, Planning, Infrastructure and Economic Development Department of the City of Ottawa prior to undertaking any grading alterations.”

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| 53. | The Owner agrees that the ground water recharge to the Kars Esker shall be implemented through construction stormwater management facilities enhanced through the incorporation an Etobicoke Exfiltration Systems for local roads, in accordance with approved stormwater detailed design. | OTTAWA
Planning |
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Sanitary Services

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| 54. | SS1 The Owner agrees to submit detailed municipal servicing plans, prepared by a Professional Civil Engineer licensed in the Province of Ontario, to the General Manager, Planning, Infrastructure and Economic Development Department. | OTTAWA
Planning |
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| 55. | SS3 As the Owner proposes a road allowance(s) of less than 20 metres, and if the Owner also proposed boulevards between 4.0 and 5.0 metres wide, the Owner shall meet the following requirements: | OTTAWA
Planning |
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- a) extend water, sanitary, and storm services a minimum of 2.0 metres onto private property during installation before being capped;
- b) install high voltage electrical cable through the transformer foundations to maintain adequate clearance from the gas main;
- c) provide and install conduits as required by each utility;
- d) provide and install transformer security walls when a 3.0 metres clearance, as required by the Electrical Code, cannot be maintained. The design and location of the security wall must be approved by the local hydro utility; and
- e) install all road-crossing ducts at a depth not to exceed 1.2 metres from top of duct to final grade.

Water Services

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| 56. | W1 The Owner agrees to design and construct all necessary watermains and the details of water servicing and metering for the lots abutting the watermains within the subject lands. The Owner shall pay all related costs, including the cost of connection, inspection and sterilization by City | OTTAWA
Planning |
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personnel, as well as the supply and installation of water meters by the City.

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| 57. | W2 | The Owner shall prepare, at its cost, a hydraulic network analysis of the proposed water plant within the Plan of Subdivision and as it relates to the existing infrastructure. This analysis shall be submitted for review and approval as part of the water plant design submission. | OTTAWA
Planning |
| 58. | W3 | The Owner acknowledges and agrees not to permit any occupancy of buildings on the individual Lots described in Schedule "A" until the water plant has been installed, sterilized and placed in service to the satisfaction of the General Manager, Planning, Infrastructure and Economic Development Department. | OTTAWA
Planning |
| 59. | W4 | The Owner further acknowledges and agrees that the service post, which is the fitting located near the property line that allows access to the shutoff valve, must be visible, raised to finished grade and in working condition in order for the City to turn on the service. | OTTAWA
Planning |
| 60. | W5 | The owner acknowledges and agrees to provide a Water Age Analysis prior to registration which reflects their proposed phasing and scheduling. Where required, through this analysis or through testing, the Owner acknowledges and agrees that flushing infrastructure will be installed at no cost to the City, and that the Owner will be responsible for all costs associated with the consumption and disposal of water, as required, to ensure that adequate chlorine residual is maintained throughout the water system, all to the satisfaction of the General Manager, Public Works and Environmental Services | OTTAWA
Planning |
| 61. | W6 | The Owner acknowledges and agrees not to apply for, nor shall the City issue, building permits for more than 50 dwelling units (or the equivalent) where the watermain for such units is not looped. Any unit serviced by a looped watermain that is not looped shall be required to have sufficient fire protection, to the satisfaction of the General Manager, Planning, Infrastructure and Economic Development Department. | OTTAWA
Planning |

Serviced Lands

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| 62. | SL1 | The Owner shall be responsible for the provisions of the following works, including oversizing and over depth (where appropriate), at its cost, in accordance with plans approved by the General Manager, Planning, Infrastructure and Economic Development Department, and/or the Province:
<ul style="list-style-type: none">a. Watermains;b. Sanitary Sewers;c. Storm Sewers; | OTTAWA
Planning |
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- 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.

63. **SL2** The Owner shall not commence construction of any Works or cause or permit the commencement of any Works until the City issues a Commence Work Notification, and only then in accordance with the conditions contained therein. **OTTAWA Planning**
64. **SL4** The Owner shall not be entitled to a building permit, early servicing, or commencement of work construction until they can demonstrate that there is adequate road, sanitary, storm, and watermain capacity and any Environmental Compliance Approvals (ECA) necessary are approved. All are to the satisfaction of the General Manager, Planning, Infrastructure and Economic Development Department. **OTTAWA Planning**

Utilities

65. **U1** The Owner is hereby advised that prior to commencing any work within the subdivision, the Owner must confirm that sufficient wire-line communication /telecommunication infrastructure is currently available to the proposed development to provide communication/telecommunication service to the proposed development. In the event that such infrastructure is not available, the Owner is hereby advised that the Owner shall ensure, at no cost to the City, the connection to and/or extension of the existing communication / telecommunication infrastructure. The Owner shall be required to demonstrate to the municipality that sufficient communication /telecommunication infrastructure facilities are available within the proposed development to enable, at a minimum, the effective delivery of communication /telecommunication for emergency management services (i.e. 911 Emergency Services). **OTTAWA Planning**
66. **H5** The Owner shall be responsible for servicing the buildings within the property. Only one service entrance per property shall be permitted. **Hydro Ottawa**
67. **H8** The Owner shall ensure that any landscaping or surface finishing does not encroach into existing or proposed Hydro Ottawa's overhead or underground assets or easement. When proposing to place plantings in proximity of existing power lines, the Owner shall refer to Hydro Ottawa's free publication "Tree Planting Advice". The shrub or tree location and expected growth must be considered. If any Hydro Ottawa related activity requires the trimming, cutting or removal of vegetation, or removal of other **Hydro Ottawa**

landscaping or surface finishing, the activity and the re-instatement shall be at the Owner's expense.

68. **H10** The Owner acknowledges and agrees that prior to commencing Works identified within the Draft Plan; it shall confirm the proposed development is sufficiently serviced by all necessary utilities. The Owner further agrees to comply with all relevant and existing utility Conditions of Service, construction processes and guidelines. The Owner further agrees it shall be responsible for engaging the providers of any necessary utilities to determine servicing for the proposed development and that it shall be responsible for all costs relating to the relocation, placement and/or upgrade of existing or future utility infrastructure for the proposed development. The Owner shall be required to demonstrate to the satisfaction of the General Manager, Planning, Infrastructure and Economic Development that sufficient utility servicing and infrastructure exist to service the proposed development and that communication / telecommunication infrastructure facilities are available, at a minimum, for the delivery of emergency management services.
- The Owner acknowledges and agrees to convey, at their cost, any easements as may be required by the necessary utilities and agrees to abide by all conditions of the City's inhibiting order. The Owner further acknowledges and agrees that such easements shall not be granted on any lands being conveyed to the City, or those proposed to be conveyed to the City, without City's approval.
- Should any lands owned or proposed to be owned by the City be encumbered as a result of these conditions, the Owner shall bear the sole responsibility and costs associated with correcting such actions, including but not limited to the conveyance of additional lands, the relocation of any such easements or infrastructure as may be deemed appropriate by the General Manager, Planning, Infrastructure and Economic Development.
69. The Owner shall apply Hydro Ottawa's standards and City approved road cross-section standards for public roads. Hydro Ottawa requests to be consulted before completing the composite utility plan where any four party trench is proposed.
70. The Owner is advised that there is limited capacity to service the proposed development at this time. 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**
- Hydro Ottawa**
- Hydro Ottawa**

71. The Owner shall enter an Installation and Service agreement with Hydro Ottawa. **Hydro Ottawa**
72. The Owner shall be responsible for all costs for feasible relocations, protection or encasement of any existing Hydro Ottawa plant. **Hydro Ottawa**
73. The Owner shall contact Enbridge Gas Inc.'s Customer Connections department by emailing SalesArea60@enbridge.com for service and meter installation details and to ensure all gas piping is installed prior to the commencement of site landscaping (including, but not limited to: tree planting, silva cells, and/or soil trenches) and/or asphalt paving. **Enbridge**
74. The Owner acknowledges and agrees that if the gas main needs to be relocated as a result of changes in the alignment or grade of the future road allowances or for temporary gas pipe installations pertaining to phase construction, all costs are the responsibility of the Owner. **Enbridge**
75. The Owner acknowledges and agrees that in the event that easement(s) are required to service this development, the Owner will provide the easement(s) to Enbridge Gas Inc. at no cost. The inhibiting order will not be lifted until the application has met all of Enbridge Gas Inc.'s requirements. **Enbridge**
76. The Owner will grade all road allowances to as close to final elevation as possible, provide necessary field survey information and all approved municipal road cross sections, identifying all utility locations prior to the installation of the gas piping. **Enbridge**
77. The Owner shall grant to Bell Canada any easements that may be required, which may include a blanket easement, for communication/telecommunication infrastructure. In the event of any conflict with existing Bell Canada facilities or easements, the Owner shall be responsible for the relocation of such facilities or easements. **Bell**
78. The Owner shall transfer such new easements and maintenance agreements as are deemed necessary by Rogers Communications Canada Inc. to service this subdivision, to our satisfaction and that of the appropriate authority and at no cost to us. The owner is also to ensure that these easement documents are registered on title immediately following registration of the final plan, and the affected agencies duly notified. **Rogers**
79. The Owner shall coordinate the preparation of an overall utility distribution plan. This plan would be showing the locations (shared or otherwise) and the installation timing and phasing of all required utilities (on-ground, below ground) through liaison with the appropriate electrical, gas, water, telephone and cablevision authority. This includes on-site drainage facilities. Such location plan being to the satisfaction of all affected authorities. **Rogers**

80. The Owner agrees with Rogers Communications Canada Inc. to arrange for **Rogers** and pay the cost of the relocation of any existing services which is made necessary because of this subdivision, to the satisfaction of the authority having jurisdiction.

Canada Post

81. The Owner will consult with Canada Post to determine suitable permanent **Canada** locations for the Community Mail Boxes. The developer will then indicate **Post** these locations on the appropriate servicing plans.

82. The developer agrees, prior to offering any units for sale, to display a map **Canada** on the wall of the sales office in a place readily accessible to potential **Post** homeowners that indicates the location of all Community Mail Boxes within the development, as approved by Canada Post.

83. The developer agrees to include in all offers of purchase and sale a **Canada** statement which advises the purchaser that mail will be delivered via **Post** Community Mail Box. The developer also agrees to note the locations of all Community Mail Boxes within the development, and to notify affected homeowners of any established easements granted to Canada Post to permit access to the Community Mail Box.

84. The developer will provide a suitable and safe temporary site for a **Canada** Community Mail Box until curbs, sidewalks and final grading are completed **Post** at the permanent Community Mail Box locations. Canada Post will provide mail delivery to new residents as soon as the homes are occupied.

85. The developer agrees to provide the following for each Community Mail Box **Canada** site and to include these requirements on the appropriate servicing plans: **Post**

- Any required walkway across the boulevard, per municipal standards
- Any required curb depressions for wheelchair access, with an opening of at least two meters (consult Canada Post for detailed specifications)

Fire Services

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| 86. | FUS1 | The Owner acknowledges and agrees that if two-hour firewalls, active fire protection measures such as sprinkler systems, and/or minimum building separations are required to comply with the FUS calculation as per the City Design Guidelines for water distribution systems, the Owner shall note any such requirements on the grading plan. The Owner shall, prior to registration, provide certified plans demonstrating the locations of such oversized services and/or oversized plumbing to compensate for low peak hour pressures in the local water distribution system. All are to the satisfaction of the General Manager of Planning, Infrastructure and Economic Development Department. | OTTAWA
Planning |
| 87. | FUS2 | The Owner acknowledges and agrees that measures which include, but are not limited to, active fire protection measures such as sprinkler systems, two-hour firewalls that compartmentalize the structure into separate fire areas, and oversized services and/or oversized plumbing shall require the posting of securities to guarantee their installation, prior to registration. The securities will be released upon receiving a letter signed and sealed by a Professional Engineer licensed in the Province of Ontario certifying that construction was carried out in accordance with the approved drawing(s)/plan(s). All are to the satisfaction of the General Manager of Planning, Infrastructure and Economic Development Department. | OTTAWA
Planning |
| 88. | FUS4 | The Owner acknowledges and agrees that it shall, in the case of insufficient fire flow availability or excessive water age and loss of water disinfectant residual, provide active fire protection options such as sprinkler systems, two-hour firewalls or fire breaks that compartmentalize the structures into separate fire areas, as may be required, to limit the sizing of crescent, dead-end, and other distribution mains to a nominal size of no more that 200mm. All are to be determined by and to the satisfaction of the General Manager of Planning, Infrastructure and Economic Development Department. | OTTAWA
Planning |

Noise Attenuation

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| 89. | N1 | 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: <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 | OTTAWA
Planning |
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Professional Engineers providing Acoustical Engineering Services in Land Use Planning.

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.

90. **N2** Where structural mitigation measures are required as a result of the Noise Assessment Study, the Owner shall provide, prior to final building inspection, certification to the General Manager, Planning, Infrastructure and Economic Development Department, through a Professional Engineer, that the noise control measures have been implemented in accordance with the approved study. **OTTAWA Planning**
91. **N4** The Owner agrees that all purchase and sale agreements for the whole or any part of the lot/block on the Plan of Subdivision shall contain the following clauses that shall be registered as a notice on title in respect of all Lots and Blocks: **OTTAWA Planning Legal**
- Lots 1 to 4 : Clauses A, B, D and E
 - Lots 5 to 11, 28 to 31, 39 to 49: Clauses A and C
 - Block 81 and 82: Clauses A and C
 - Lots 50 to 59: Clauses A and D
 - Block 83: Clauses A, B, D and E

Warning Clause Type A:

"Transferees are advised that sound levels due to increasing road and transitway traffic may occasionally interfere with some activities of the dwelling occupants as the sound levels exceed the City's and the Ministry of the Environment's noise criteria."

Warning Clause Type B:

"Transferees are advised that despite the inclusion of noise control features in the development and within the building units, sound levels due to increasing road and transitway traffic may on occasions interfere with some activities of the dwelling occupants as the sound levels exceed the City's and the Ministry of the Environment's noise criteria."

Warning Clause Type C:

"This dwelling unit has been fitted with a forced air heating system and the ducting, etc. was sized to accommodate central air conditioning. Installation of central air conditioning by the occupant will allow windows and exterior doors to remain closed, thereby ensuring that the indoor sound levels are within the City's and the Ministry of the Environment's noise criteria. (Note: The location and installation of the outdoor air conditioning device should comply with the noise criteria of MOE

Publication NPC-216, Residential Air Conditioning Devices and thus minimize the noise impacts both on and in the immediate vicinity of the subject property.)"

Warning Clause Type D

"This dwelling unit has been supplied with a central air conditioning system which will allow windows and exterior doors to remain closed, thereby ensuring that the indoor sound levels are within the City's and the Ministry of the Environment's noise criteria."

Warning Clause Type E

"Purchasers/Tenants are advised that due to the proximity of the adjacent industry (pit), sound levels from the industry (pit) may at times be audible."

Mineral Resource

92. The Owner agrees that all purchase and sale agreements for the whole or any part of the lot/block on the Plan of Subdivision shall contain the following clauses that shall be registered as a notice on title in respect of all Lots and Blocks within 300m of the Brazeau and Costello Pits:

"Purchasers are advised that due to the proximity of the adjacent gravel pit operations, sound from the gravel pits may, at times, be audible".

Land Transfers

93. **LT1** The Owner shall convey, at no cost to the City, all lands required for public purposes, including but not limited to, reserves, road widenings, daylighting triangles, walkway blocks, open space blocks, and lands required for parks (or cash-in-lieu thereof) and for stormwater management. In particular, the Owner agrees to convey the following lands:
- i. Pathway, Walkway or Servicing Blocks – Blocks 86 and 87
 - ii. Open Space Blocks – N/A
 - iii. Watercourses (buffer strips/riparian corridors) – N/A
 - iv. Park Blocks – N/A
 - v. Storm Water Management Blocks – N/A
 - vi. Future Road Blocks – Block 88
 - vii. 0.3 m Reserve Blocks – Blocks 89, 90 and 91
 - viii. Daylighting Triangles – N/A
 - ix. Transit Corridors – N/A
 - x. Wetlands – N/A
94. **LT2** The Owner agrees to convey, at no cost to the City, any easements that may be required for the provision of water and wastewater systems, in addition to underground or overland stormwater drainage systems.

**OTTAWA
Planning
Legal**

**OTTAWA
Planning
Legal**

Development Charges By-law

95. **DC1** The Owner acknowledges that some of the works of the Subdivision are eligible for development charges revenues pursuant to the City's applicable Development Charges By-law and background study, as well as budget approval by City Council where required. Such contributions are to be determined and agreed to by the City, prior to the commencement of the associated Works or as agreed to by the City. The Owner agrees to enter into any agreements that may be required pursuant to the applicable Development Charges By-law. **OTTAWA Planning Legal**
96. **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 *Development Charges Act, 1997* and the *Education Development Charges Act*. **OTTAWA Planning Legal**
97. **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:
- 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.

Survey Requirements

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| 98. | Surv1 | The Owner shall provide the final plan intended for registration in a digital format that is compatible with the City’s computerized system. | OTTAWA
Planning |
| 99. | 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 |
| 100. | Surv3 | The distance from the travelled Centreline of all existing adjacent roads to the subdivision boundary should be set out in the Plan of Subdivision. | OTTAWA
Surveys |

Closing Conditions

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| 101. | 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 |
| 102. | C2 | [Bill 163 and 20]
At any time prior to final approval of this plan for registration, the City may, in accordance with Section 51 (44) of the <i>Planning Act</i> , amend, delete or add to the conditions and this may include the need for amended or new studies. | OTTAWA
Legal |
| 103. | C3 | The owner shall pay any outstanding taxes owing to the City of Ottawa prior to registration. | OTTAWA
Planning
Revenue |
| 104. | C4 | Prior to registration of the Plan of Subdivision, the City is to be satisfied that conditions 1 to 106 have been fulfilled. | OTTAWA
Planning |
| 105. | C5 | The Owner covenants and agrees that should damage be caused to any of the Works in this Subdivision by any action or lack of any action whatsoever on its part, the General Manager, Planning, Infrastructure and Economic Development Department may serve notice to the Owner to have the damage repaired and if such notification is without effect for a | OTTAWA
Planning |

period of two full days after such notice, the General Manager, Planning, Infrastructure and Economic Development Department may cause the damage to be repaired and shall recover the costs of the repair plus the Management Fee under Section 427, of the *Municipal Act, 2001*, like manner as municipal taxes.

106. **C6**

[Bill 163 and 20]

If the Plan(s) of Subdivision, including all phases within the draft approved plan of subdivision, has not been registered by *(a date at least three years after the date of draft approval will be inserted later)*, the draft approval shall lapse pursuant to Section 51 (32) of the *Planning Act*. Extensions may only be granted under the provisions of Section 51 (33) of said *Planning Act* prior to the lapsing date.

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ⁱ For Clearing Agencies:

“Planning” refers to Planning Services.

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

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

“Legal” refers to Legal Services.

“Parks” refers to Parks and Facilities Planning Services.

“BCS” refers to Building Code Services.

“Transit” refers to Transit Planning.

“Transpo Plg” refers to Transportation Planning.

“Forestry” refers to Forest Management.

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

“Revenue” refers to Revenue Services.

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