

MENU OF CONDITIONS
FOR DRAFT APPROVAL
2325483 Ontario Ltd.

Kanata West - Shenkman/Cavanagh Plan of Subdivision
195 Huntmar Drive and Part of 2499 Palladium Drive
DRAFT APPROVED DD/MM/YYYY

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The City of Ottawa's conditions applying to the draft approval of 2325483 Ontario Ltd.-Shenkman/Cavanagh Plan of Subdivision (File No. D07-16-16-0011), Part of 195 Huntmar Drive and Part of 2499 Palladium Drive, are as follows:

	<p>This approval applies to the draft plan certified by Brian J. Webster, Ontario Land Surveyor, dated November, 6, 2019, showing 155 residential lots, 93 residential blocks, 3 servicing/easement blocks, 2 park blocks, 2 school blocks, 5 commercial blocks, 1 employment block, 1 stormwater management block, 2 open space/creek buffer blocks, 1 proposed street block, 1 road widening block, and 16 streets.</p> <p>This approval applies to the approved conceptual plans and reports in support of the draft plan as follows (list plans, reports and studies associated with the draft approval):</p> <ol style="list-style-type: none"> 1. Functional Servicing Report, prepared by DSEL, version 3, dated May 2019. 2. Kanata West Pond 4 and 7, Impact of Proposed Changes on Carp River Model, prepared by J. F. Sabourin and Associates Inc., dated June 13, 2017. 3. Preliminary Kanata West Pond 7 Sizing, prepared by J. F. Sabourin and Associates Inc., dated May 22, 2018. 4. Summary of Design Refinements to Projects Identified in Kanata West Master Servicing Study, prepared by DSEL, dated Sept 2016. 5. Phase 1 Environmental Site Assessment, prepared by Paterson Group, dated June 17, 2015. 6. Geotechnical Investigation, prepared by Paterson Group, dated March 27, 2018. 7. Geotechnical Recommendations – Roadway Slopes, prepared by Paterson Group, dated May 27, 2019. 8. Road Traffic Noise Feasibility Assessment, prepared by Gradient Wind Engineering Inc, dated October 25, 2019. 9. Environmental Impact Statement and Tree Conservation Report, prepared by Muncaster Environmental Planning Inc. dated May, 2018. 	
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10. **195 Huntmar Road, Tree Cut Permit**, prepared by DSEL, dated March 2018.
11. **Feedmill Creek SWM Criteria Study, Pond 7 Increased Drainage Area – Erosion and In-Stream Works Analysis**, prepared by Coldwater Consulting Ltd, version 2.1 Final Report, dated 21 March 2019.
12. **Feedmill Creek Stormwater Management Criteria Study, Final Report with Expansion Area 3 and Update**, prepared by J.F. Sabourin and Associates Inc in association with Coldwater Consulting Ltd, dated April 30 2018.
13. **Re: Plan of Subdivision and Rezoning Application Comments – 195 Huntmar, Amphibian Habitat Comments**, prepared by Muncaster Environmental Planning Inc., dated April 5, 2019.
14. **Concept Plan, Riparian Planting & Amphibian Habitat**, Sheet Number CP1, prepared by Gino J. Aiello, dated March 2019.
15. **Headwaters Report**, prepared by Bowfin Environmental Consulting Inc., dated May 2018.
16. **Slope Stability Assessment – Feedmill Creek**, prepared by Paterson Group, dated July 21, 2016.
17. **Kanata West Development Area Meander Belt Width Assessment and Erosion Analysis, Feedmill Creek**, prepared by Geo Morphix, dated July 20, 2016.
18. **Planning Rationale / Demonstration Report**, prepared by Fotenn Planning + Design, dated July 2016.
19. **Draft: Integrated Environmental Review Statement**, prepared by Fotenn Planning + Design, dated August 2016.
20. **Planning Rationale Addendum**, prepared by Fotenn Planning + Design, dated May 15, 2018.
21. **Community Transportation Study**, prepared by Parsons, dated July 2016.
22. **195 Huntmar Community Transportation Study – Addendum #1**, prepared by Paterson, dated 17 May 2018.

		<p>23. Transportation Impact Assessment, prepared by CGH Transportation, dated September 2019.</p> <p>Subject to the conditions below, these plans and reports may require updating and/or additional details prior to final approval.</p>	
		The Owner agrees, by entering into a Subdivision Agreement, to satisfy all terms, conditions and obligations, financial and otherwise, of the City of Ottawa, at the Owner's sole expense, all to the satisfaction of the City.	<u>Clearing Agency'</u>
		<u>General</u>	
1.	G1	Prior to the issuance of a Commence Work Notification, the Owner shall obtain such permits as may be required from Municipal or Provincial authorities and shall file copies thereof with the General Manager, Planning, Infrastructure and Economic Development Department.	OTTAWA Planning
2.	G2	<p>Prior to commencing construction, the Owner shall enter into a subdivision agreement with the City. The subdivision agreement shall, among other matters, require that the Owner post securities in a format approved by the City Solicitor, in an amount of 100% of the estimated cost of all works, save and except non-municipal buildings.</p> <p>The aforementioned security for site works shall be for works on both private and public property and shall include, but not be limited to, lot grading and drainage, landscaping and driveways, roads and road works, road drainage, underground infrastructure and services (storm, sanitary, watermains), streetlights, stormwater management works and park works.</p> <p>The amount secured by the City shall be determined by the General Manager, Planning, Infrastructure and Economic Development Department, based on current City tender costs, which costs shall be reviewed and adjusted annually. Securities for on-site works may be at a reduced rate subject to the approval of the General Manager, Planning, Infrastructure and Economic Development Department.</p> <p>Engineering, Inspection and Review fees will be collected based on the estimated cost of the works (+HST) and a park review and inspection fee will be based on 4% (+HST) of the total value of the park works as noted herein, save and except for the Kanata West District Park, and in accordance with the City's Fees By-law for planning applications (By-law No. 2018-24 or as amended).</p>	OTTAWA Planning
3.	G3	The Owner acknowledges and agrees that any residential blocks for street-oriented dwelling units on the final Plan shall be configured to ensure that there will be no more than 25 units per block.	OTTAWA Planning

4.	G4	<p>The Owner acknowledges and agrees that any person who, prior to the draft plan approval, entered into a purchase and sale agreement with respect to lots or blocks created by this Subdivision, shall be permitted to withdraw from such agreement without penalty and with full refund of any deposit paid, up until the acknowledgement noted above has been executed.</p> <p>The Owner agrees to provide to the General Manager, Planning, Infrastructure and Economic Development Department an acknowledgement from those purchasers who signed a purchase and sale agreement before this Subdivision was draft approved, that the Subdivision had not received draft approval by the City. The Owner agrees that the purchase and sale agreements signed prior to draft approval shall be amended to contain a clause to notify purchasers of this fact, and to include any special warning clauses, such as but not limited to Noise Warnings and easements.</p> <p>The Owner and City acknowledge and agree that this condition does not apply to the purchase and sale agreement entered between the Owner and Mattamy (Monarch) Limited.</p>	OTTAWA Legal
5.	G6	<p>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.</p>	OTTAWA Planning
6.	G7	<p>The Owner undertakes, acknowledges and agrees to use best efforts to coordinate all servicing designs with adjacent developments, being 2090 Carp Road and individual land owners within the Kanata West Owners Group that will be affected by the servicing design of this subdivision. The Owner further agrees to enter into any private cost sharing agreement as may be necessary to ensure servicing is extended to adjacent developments and designed to accommodate future developments that will rely on this infrastructure.</p> <p>The owner shall provide a written acknowledge from the owner of 2090 Carp Road to the General Manager, Planning, Infrastructure and Economic Development prior to the issuance of commence work notification. This requirement may be waived at the sole discretion of the General Manager, Planning, Infrastructure and Economic Development.</p>	OTTAWA Planning
7.	G8	<p>The Owner acknowledges and agrees to obtain all necessary clearances and obtain all easements for works being extended through neighboring lands.</p>	OTTAWA Planning

8.	G9	<p>The Owner shall enter into any required private cost sharing agreement for the construction of Street No.2, including sidewalks and cycle tracks, from the intersection of Street No .1 and Street No. 2 to the limit of the southerly roundabout, being the intersection of Street No. 2 and Street No. 15. with adjacent land owners at 1981 Maple Grove Road and 1919 Maple Grove Road, as required.</p> <p>The Owner agrees to provide securities for the portion of the road, including sidewalks and cycle tracks, located within the 195 Huntmar Drive Subdivision that will be held until the road is complete. The Owner shall submit a cost estimate and the required securities to the satisfaction of the General Manager, Planning, Infrastructure and Economic Development prior to registration.</p>	OTTAWA Planning
9.	G10	<p>Subject to Council approval and the establishment of a payback period of three years or less by the City, the Owner acknowledges and agrees to enter into a front-ending agreement with the City for the construction of Stittsville Main Street extension from the existing terminus of Stittsville Main Street and Maple Grove to the intersection of Street No. 2 and Street No. 1. This condition shall remain in effect until year end 2025.</p>	OTTAWA Planning
		<u>Landowners Agreement</u>	
10.	LA1	<p>Prior to registration or early servicing, the Owner agrees to provide the City with a clearance letter from the trustee of the Kanata West Owners Group Inc., confirming that the Owner is party to the Kanata West Owners 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.</p>	LG
		<u>Zoning</u>	
11.	Z1	<p>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.</p>	OTTAWA Planning
12.	Z2	<p>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.</p>	OTTAWA Planning
		<u>Roadway Modifications</u>	

13.	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
14.	RM2	The Owner agrees to provide a Development Information Form and Geometric Plan indicating: <ul style="list-style-type: none"> a) Road Signage and Pavement Marking for the subdivision; b) Intersection control measure at new internal intersections; and c) location of depressed curbs and TWSIs; <p>prior to the earlier of registration of the Agreement or early servicing. Such form and plan shall be to the satisfaction of the General Manager, Planning, Infrastructure and Economic Development Department.</p>	OTTAWA Planning Transpo Plg
15.	RM3	The Owner acknowledges that phases of the subdivision that will trigger a requirement for road modifications on an arterial or major collector road (as identified in the Transportation Master Plan) will not be registered, unless the works are identified in the City's Development Charges Background Study and By-law, and Council has granted budget approval. <p>The Owner acknowledges that prior to the registration of each phase of the subdivision, the Owner will demonstrate to the City's satisfaction that no road modifications to an arterial or major collector road will be required unless those works are identified in the City's Development Charges Background Study and By-law, and Council has granted budget approval.</p>	OTTAWA Planning Transpo Plg
16.	RM4	The Owner agrees that where road modification is identified in the City's Development Charges Background Study and By-law, and such modification is deemed necessary in order to facilitate the development of the subdivision as per the supporting transportation studies, the Owner shall either enter into a Roadway Modification Agreement with the City, or, at the City's discretion, have the necessary provisions incorporated into the subdivision agreement. The Owner acknowledges and agrees it is responsible for the cost of all roadway modification works as identified in the Roadway Modification Approval Report as approved pursuant to the Delegation of Authority By-law, or as included in this agreement.	OTTAWA Planning Transpo Plg
17.	RM5	In the instance of intersections with arterial roads or major collectors external to the subdivision, the Owner will be eligible for reimbursement for the cost of such intersections. The reimbursement is subject to limitations and procedures set forth in the policy approved by Council and the Development Charge Background Study and accompanying reports as adopted by Council on May 22, 2019. The Owner acknowledges that	OTTAWA Planning

		financial security and roadway modification agreement/subdivision agreement clauses for such intersections are required.	
18.	RM7	<p>Where traffic calming is identified, the Owner acknowledges and agrees to implement traffic calming measures on roads within the limits of their subdivision to limit vehicular speed and improve pedestrian safety. The Owner further acknowledges and agrees that the detailed design for new roads will include the recommendation(s) from the required supporting transportation studies.</p> <p>The Owner agrees that traffic calming measures shall reference best management practices from the Canadian Guide to Neighbourhood Traffic Calming, published by the Transportation Association of Canada, and/or Ontario Traffic Manual. These measures may include either vertical or horizontal features (such measures shall not interfere with stormwater management and overland flow routing), including but not limited to:</p> <ul style="list-style-type: none"> • intersection or mid block narrowings, chicanes, medians; • speed humps, speed tables, raised intersections, raised pedestrian crossings; • road surface alterations (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. 	OTTAWA Planning
19.	RM8	The Owner acknowledges and agrees that if during the RMA process that additional right-of-way lands are required to accommodate the design and full functioning of the two roundabouts (intersection of Street No. 1 and Street No. 15, and Street No. 15 and Street No.2), Street No. 1, Street No. 15 and Street No. 2, that the draft plan shall be revised prior to the earlier of registration of agreement or early servicing to provide the requested right-of-way width or alignment to the satisfaction of the General Manager, Planning, Infrastructure and Economic Development and at the Owner's cost.	OTTAWA Planning
20.	RM9	<p>The Owner acknowledges and agrees that 0.3 m reserves shall be placed on the following Blocks until such time that the RMA process for the northern roundabout (intersection of Street No. 1 and Street No. 15) and the functional design for the southern roundabout (intersection of Street No. 15 and Street No.2) are completed to the satisfaction of General Manager, Planning, Infrastructure and Economic Development Department:</p> <ul style="list-style-type: none"> • Along the property lines of Block 248 and 254-260 (all inclusive) that is adjacent to Street No. 1, Street No. 2 and Street No. 15. 	OTTAWA Planning

	RM10	If required by the Ministry of Transportation, the Owner acknowledges and agrees to enter into a legal agreement with the Ministry of Transportation for the required improvements to Palladium Drive and the eastbound Highway 417 ramp terminal intersection. A copy of the executed agreement shall be provided to the General Manager, Planning, Infrastructure and Economic Development.	MTO
		<u>Highways/Roads</u>	
21.	HR1	The Owner acknowledges and agrees that all supporting transportation studies and design of all roads and intersections shall be to the satisfaction of the General Manager, Planning, Infrastructure and Economic Development Department.	OTTAWA Planning
22.	HR2	The Owner shall retain a licensed or registered professional with expertise in the field of transportation planning and/or traffic operations to prepare a Transportation Impact Assessment. The study shall comply with the City of Ottawa's Transportation Impact Assessment Guidelines. The Owner agrees to revise the Draft Plan in accordance with the recommendations of the study.	OTTAWA Planning
23.	HR3	The Owner shall provide for temporary turnarounds for all streets terminating at the edge of any phase of development, prior to registration of the Plan. The Owner agrees that it will convey to the City at no cost any temporary easements that may be required in order to establish the temporary turnarounds. For any portion of the temporary turn-around easements that do not form part of the permanent road allowance, the easements shall be released at the expense of the Owner when the easements are no longer required by the City.	OTTAWA Planning
24.	HR4	The Owner shall convey to the City, at no cost to the City, an unencumbered road widening along Huntmar Drive, 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 City Surveyor.	OTTAWA Planning Surveys
25.	HR5	Any dead ends and/or open spaces of road allowances created by this plan of subdivision may be terminated in 0.3 metre reserves.	OTTAWA Planning Legal

26.	HR6	The Owner shall provide site triangles at the following locations on the final plan: a) Local Road to Local Road: 3 metres x 3 metres b) Local Road to Collector Road: 5 metres x 5 metres c) Collector Road to Collector Road: 5 metres x 5 metres d) Collector Road to Arterial Road 5 metres x 5 metres	OTTAWA Planning Legal
27.	HR9	The Owner agrees to provide a construction traffic management plan and detour plan for the subdivision prior to the earlier of registration of the Agreement or early servicing. Such plan shall be to the satisfaction of the General Manager, Planning, Infrastructure and Economic Development Department.	OTTAWA Planning
28.	HR10	The Owner acknowledges that should the plan be registered in phases; the first phase of registration shall include: <ul style="list-style-type: none"> • Construction of the northerly roundabout, which is the roundabout located at the intersection of Street No. 1 and Street No. 15 • Construction of Street No. 15 north of the northerly roundabout • Construction of Street No. 1 east of the northerly roundabout • Construction of a temporary access from the south leg of the northerly roundabout connecting to Street 13 through Block 256 • Construction of Street No. 1 east of Street No. 12 • Construction of Street No. 12 • Construction of Street No. 3 	OTTAWA Planning
29.	HR11	All streets shall be named to the satisfaction of the Director of Building Code Services and in accordance with the Municipal Addressing By-law or the Private Roadways By-law as applicable.	OTTAWA Planning BCS
30.	HR12	Where land has been dedicated for road widening purposes as part of the planning process, where the Owner receives no financial compensation or in-kind consideration in exchange for the widening, and where the City deems that the land is no longer required for that purpose, the lands may be conveyed back to the original Owner, or its successor in title, for \$1.00. The Owner shall be responsible for all costs to complete said conveyance, including administrative fees, unless otherwise determined by the General Manager, Planning, Infrastructure and Economic Development Department.	OTTAWA Planning
31.	HR15	The Owner acknowledges that the construction of buildings may be restricted on certain lots and/or blocks until such time as road connections are made so that snow plow turning and garbage collection can be implemented.	OTTAWA Planning
32.	HR16	The Owner acknowledges and agrees that retaining walls shall not be located within limits of street right of ways. In areas where grade	OTTAWA Planning

		differential is unavoidable, slopes shall be maintained at 3 Horizontal to 1 Vertical unless approved by General Manager of Planning, Infrastructure and Economic Development. The Owner further agrees that where slopes abut street right of way or City owned property the planting and barriers or fencing shall be integrated to restrict public access and shall be to the satisfaction of the General Manager of Planning, Infrastructure and Economic Development and at owner's cost.	
33.	HR18	The Owner acknowledges and agrees that the detailed design and the RMA process for the northerly roundabout, Street No. 1 east of the northerly roundabout, Street No. 15 north of the northerly roundabout and the construction of a temporary access from the south leg of the northern round about connecting to Street 13 through Block 256 must be completed to the satisfaction of General Manager, Planning, Infrastructure and Economic Development Department prior to the earlier of registration or early servicing.	OTTAWA Planning
34.	HR19	The owner acknowledges and agrees to design and construct all local roads in accordance with a 30 km/hr design speed. The owner further agrees to submit for approval prior to registration a road geometric plan identifying the required traffic calming elements for 30 km design speed, all to the satisfaction of the General Manager of Planning, Infrastructure and Economic Development.	OTTAWA Planning
35.	HR20	<p>The Owner acknowledges and agrees it shall enter into an road opening application with the City on Street No. 1 between the intersection of Street No. 1 and Street No. 8 to the intersection of Street No. 1 and Street No. 2 as shown on the Draft Plan of Subdivision, prepared by Brian J. Webster, dated Nov 6/19 and further acknowledges and agrees that it shall provide a reference plan in a registerable form establishing the dimension of the future road. The cost relating to the road opening application and the opening agreement shall be born by the Owner.</p> <p>The Owner acknowledges and agrees that it shall be responsible for the design, construction and installation of Street No. 1 to City standards and all cost shall be born by the Owner.</p>	OTTAWA Planning
36.	HR21	<p>The City acknowledges that the Owner has requested a 0.3m reserve to be located on the City's road allowance at the west side of Street No. 1 from the western property line to the intersection of Street No. 2 to be lifted upon payment to the Owner by the abutting land owners of the pro-rateable share of the cost of the abutting road works.</p> <p>The Parties agree that it shall discuss the possibility of such reserve but that such discussion does not guarantee the approval of such condition in respect of the planning approval for this file; nor should such discussion be</p>	OTTAWA Planning

		interpreted to mean that this condition will be included in the subdivision agreement for this development.	
37.	HR22	The Owner acknowledges and agrees that draft condition HR 10 obligates the Owner to construct the northerly roundabout, which is the roundabout located at the intersection of Street No. 1 and Street No. 15 in the first phase of registration. The owner acknowledges that the infrastructure referenced in the first sentence above is not on lands owned by 2325483 Ontario Ltd. Therefore, the owner agrees to demonstrate to the City that they have a legal and binding agreement with the owners of the land upon which the northerly roundabout is to be constructed. This agreement must allow conveyance of the identified road allowances to the City upon registration.	OTTAWA Planning
		<u>Public Transit</u>	
38.	PT1	If required, the Owner shall design and construct, at its expense, Street No. 1, No. 2 and No. 15 which have been identified as transit service routes, to Transportation Association of Canada standards, including right-of-way width, horizontal and vertical geometry. The Owner shall design and construct, at its expense, the determined locations for transit passenger standing areas and shelter pads, to the specifications of the General Manager, Planning, Infrastructure and Economic Development Department. The locations for transit passenger standing areas and shelter pads are to be determined prior to registration of each phase of the plan of subdivision.	OTTAWA Planning Transit
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
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. Prior to the earlier of early servicing or registration, the Owner shall submit plans to Planning, Infrastructure and Economic Development Department for approval indicating the orientation of all dwellings and private accesses in the vicinity of all bus stop locations.	OTTAWA Planning Transit
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 Transit

42.	PT5	The Owner agrees to implement a Transit Service Strategy in accordance with the Official Plan. The Owner, together with the City, will determine the method and means by which the developments, as well as adjacent areas, can be efficiently and effectively serviced by transit. The Owner shall enter into an agreement with the Transit Services Branch, prior to the registration of the subdivision, to outline the provision of interim bus service. Said agreement shall include, but not be limited to, the following: establishment of routes and stops and levels of service and provision and maintenance of stops and turnarounds. The agreement may include: funding and cost-sharing arrangements and timing and triggers for the transfer of responsibility to City.	OTTAWA Transit
43.	PT6	The Owner shall provide a temporary turning circle with a radius of no less than 18 meters at the edge of any phase of development for any street identified as a transit service route, to the satisfaction of Transit Services, to accommodate interim transit routes.	OTTAWA Transit
		<u>Geotechnical</u>	
44.	GT1	<p>Where special soils conditions exist, the Owner covenants and agrees that the following clause shall be incorporated into all agreements of purchase and sale and included in the municipal covenant agreement against the title:</p> <p>“The Owner acknowledges that special soils conditions exist on this lot which will require:</p> <ul style="list-style-type: none"> (a) a geotechnical engineer licensed in the Province of Ontario to approve any proposal or design for a swimming pool installation or other proposal requiring an additional building permit on this lot prior to applying for a pool enclosure permit or installing the pool; and (b) the Owner to submit a copy of the geotechnical engineer’s or geoscientists report to the General Manager, Planning, Infrastructure and Economic Development Department at the time of the application for the pool enclosure or additional building permit. <p>The Owner also acknowledges that said engineer or geoscientist will be required to certify that the construction has been completed in accordance with his/her recommendation and that a copy of the certification or report will be submitted to the General Manager, Planning, Infrastructure and Economic Development Department.</p>	OTTAWA Planning
45.	GT2	The Owner shall submit a geotechnical report prepared in accordance with the City’s Geotechnical Investigation and Reporting Guidelines and/or Slope Stability Guidelines for Development Applications by a geotechnical engineer or geoscientist, licensed in the Province of Ontario, containing	OTTAWA Planning

		<p>detailed information on applicable geotechnical matters and recommendations to the satisfaction of the General Manager, Planning, Infrastructure and Economic Development which include, but are not limited to:</p> <ul style="list-style-type: none"> a) existing sub-surface soils, groundwater conditions; b) slope stability (including an assessment during seismic loading) and erosion protection, in addition to any building construction requirements adjacent to unstable slope; c) clearly indicate orientation of any cross-sections used in slope stability analysis and location of center of the slip circle; d) grade raise restrictions on the site and, if appropriate, the impacts this will have on the slope stability; e) design and construction of underground services to the building, including differential settlement near any buildings or structures; f) design and construction of roadway, fire routes and parking lots; g) design and construction of retaining walls and/or slope protection; h) design and construction of engineered fill; i) design and construction of building foundations; j) site dewatering; k) design and construction of swimming pools; l) design and construction of park blocks for its intended uses; and m) in areas of sensitive marine clay soils: 	
		<u>Pathways, Sidewalks, Walkways, Fencing, Cycle Tracks and Noise Barriers</u>	
46.	S1	The Owner acknowledges and agrees that all pathways, sidewalks, walkways, fencing, and noise barriers are to be designed and constructed in accordance with City specifications, at no cost to the City, and to the satisfaction of the General Manager, Planning, Infrastructure and Economic Development Department.	OTTAWA Planning
47.	S2	The Owner shall construct a 3 metre wide asphalt pathway(s) as well as 1.5 metre vinyl coated chain link fencing along the perimeter of the walkway block at the following location: <ul style="list-style-type: none"> • Within Block 250 	OTTAWA Planning
48.	S3	The Owner agrees to design and construct 1.8 metre wide sidewalks at the following locations: <ul style="list-style-type: none"> • Both sides of Street No. 1 • Both sides of Street No. 3 • East side of Street No. 5 from Lot 1 to Block 250 • East side of Street No. 6 • South side of Street No. 7 • North and east sides of Street No. 8 from Block 184 to Lot 105 	OTTAWA Planning

		<ul style="list-style-type: none"> • North and west sides of Street No. 10 from Block 185 to Block 210 • West side of Street No. 12 • Both sides of Street No. 15 • Both sides of Street No. 16 • Both sides of Block 264 (future extension to Street No. 16) 	
49.	S4	The Owner agrees to design and construct, fully accessible, 3 metre wide walkways and related works through the length of the public lands in the stormwater management block 262.	OTTAWA Planning
50.	S6	<p>a) The Owner agrees to design and construct 1.5 metre black vinyl-coated chain link fences in accordance with the Fence By-law at the following locations:</p> <ul style="list-style-type: none"> • Along the rear lot line of Lots 8 to 25 adjacent to the stormwater management block 262 • Along the westerly lot line of Lots 25 to 27 and Lot 66 adjacent to the Feedmill Creek buffer block 263 <p>All chain link fencing that separate public lands and residential lots and blocks shall have a maximum opening (the diamond shape area) of no greater than 37 mm in order to comply with the applicable part of the "Pool Enclosure By-Law".</p> <p>b) The Owner agrees that any vinyl-coated chain link fence required to be installed with the exception of parks fencing shall be located a minimum of 0.15 metres inside the property line of the private property.</p>	OTTAWA Planning
51.	S7	<p>a) The Owner agrees to design and construct 1.5 metre black vinyl-coated chain link fences in accordance with the Fence By-law at the following locations:</p> <ul style="list-style-type: none"> • Westerly lot lines of Blocks 213 and 214 • Northerly lot lines of Blocks 180 and 189 • Easterly lot lines of Blocks 122 and 123 <p>All chain link fencing that separate public lands and residential lots and blocks shall have a maximum opening (the diamond shape area) of no greater than 37 mm in order to comply with the applicable part of the "Pool Enclosure By-Law".</p> <p>b) The Owner agrees that any vinyl-coated chain link fence required to be installed shall be located a minimum of 0.15 metres inside the property line of the park. Refer to Parks condition P13 for details.</p>	OTTAWA Planning Parks

52.	S9	<p>a) The Owner agrees to design and erect at no cost to the City, noise attenuation barriers in accordance with City specifications at locations as determined by the Noise and Vibration Study.</p> <p>b) The Owner agrees that any noise attenuation barrier required to be installed under this Agreement, shall be located a minimum of 0.30 metres inside the property line of the private property, and the location of the fence shall be verified by an Ontario Land Surveyor, prior to the release of securities for the noise attenuation barrier.</p>	OTTAWA Planning
53.	S10	<p>The Owner shall insert a clause in each agreement of purchase and sale and shall be registered as a notice on title in respect of all lands which fences have been constructed stating that:</p> <p>“Purchasers are advised that they must maintain all fences in good repair, including those as constructed by 2325483 Ontario Ltd. along the boundary of this land, to the satisfaction of the General Manager, Planning, Infrastructure and Economic Development Department. The Purchaser agrees to include this clause in any future purchase and sale agreements”.</p>	OTTAWA Planning
54.	S11	<p>The Owner agrees to design and construct 2m wide off-street cycle tracks at the following locations:</p> <ul style="list-style-type: none"> • Both sides of all 26m collector roads, including the 24m portion of Street No. 1 • Both sides of all arterial roads 	OTTAWA Planning
		<u>Landscaping/Streetscaping</u>	
55.	LS1	<p>The Owner agrees, prior to registration to have a landscape plan(s) for the plan of subdivision prepared by a Landscape Architect, in accordance with the recommendations contained in the geotechnical report(s), the Tree Conservation Report, and/or the Environmental Impact Statement (if appropriate).</p> <p>The landscape plan(s) shall include detailed planting locations, plant lists which include species, plant form and sizes, details of planting methods, pathway widths and materials, access points, fencing requirements and fencing materials, other landscape features and gateway features where required.</p> <p>The Owner agrees to implement the approved landscape plan(s) and bear all costs and responsibility for the preparation and implementation of the plan(s).</p>	OTTAWA Planning Forestry

		<p>The Owner agrees that where sensitive marine clay soils are present, and the geotechnical report has satisfied the applicable conditions of the Tree Planting in Sensitive Marine Clay Soils - 2017 Guidelines, confirmation of adequate soil volumes in accordance with the subject guidelines shall be provided by a Landscape Architect prior to zoning approval.</p> <p>All of the aforementioned are to the satisfaction of the General Manager, Planning, Infrastructure and Economic Development Department.</p>	
56.	LS2	<p>The Owner agrees that for all single detached and semi-detached lots, a minimum of 1 tree per interior lot and 2 trees per exterior side yard lots (i.e. corner lots) shall be provided on the landscape plan(s).</p> <p>In areas of low/medium plasticity sensitive marine clay soils, the following exceptions in accordance with the Tree Planting in Sensitive Marine Clay Soils - 2017 Guidelines will apply in order to maximize the number of medium size trees:</p> <ul style="list-style-type: none"> a) Where abutting properties form a continuous greenspace between driveways, one medium size tree will be planted instead of two small size trees, provided the minimum soil volume can be achieved. In these cases only, for the purposes of determining the minimum number of trees to be planted, one medium size tree that replaces two small trees will be counted as two trees. b) The medium size tree should be planted as close as possible to the middle of this continuous greenspace (in the right-of-way) to maximize available soil volume. c) On larger lots with sufficient soil volume for a medium size tree, one medium size tree will be planted on each lot (or each side of a corner lot), even if the abutting properties form a continuous greenspace between driveways. d) If trees need to be replaced, Forestry staff reserve the right to plant appropriate size trees at one tree per lot. <p>Along park frontages, the Landscape Plan shall locate trees at a 6-8 metre on-centre separation distance along the full extent of the road right-of-way abutting any park block(s).</p> <p>Should specific site constraints prevent the required allocation of trees, the remaining number of required trees shall be provided within any proposed park(s), open space or environmental blocks, non-residential road right-of-way frontages, stormwater management facility(s), or other suitable alternative locations, to the satisfaction of the General Manager, Planning, Infrastructure and Economic Development Department.</p>	OTTAWA Planning Forestry

57.	LS3	<p>In areas of sensitive marine clay soils where the six conditions of the Tree Planting in Sensitive Marine Clay Soils – 2017 Guidelines have been met, the following shall be provided:</p> <p>a) The landscape plan shall include a note indicating that is has been developed as per the geotechnical report(s) (date, author), the letter (date, author), and Map (date, title), to the satisfaction of the General Manager, Planning Infrastructure and Economic Development.</p> <p>b) At the time of tree planting, in addition to providing an F1 inspection form, the Landscape Architect will provide a signed letter indicating that trees have been planted with appropriate soil volume in accordance with the approved Landscape Plan, to the satisfaction of the General Manager, Planning Infrastructure and Economic Development.</p>	OTTAWA Planning
		<u>Tree Conservation</u>	
58.	TC1	<p>The Owner acknowledges and agrees to abide by the Urban Tree Conservation By-law, 2009-200, and that any trees to be removed from the site shall be in accordance with an approved Tree Permit.</p> <p>The Owner agrees to implement the measures recommended in the supporting tree conservation report to ensure preservation of the trees identified for protection, in accordance with the City’s tree protection requirements listed within the Urban Tree Conservation By-law, 2009-200. All of which are to the satisfaction of the General Manager, Planning, Infrastructure and Economic Development Department.</p>	OTTAWA Planning
59.	TC3	<p>The Owner agrees to maintain the tree protection measures until construction is complete and/or the City has provided written permission to remove them.</p>	OTTAWA Planning
		<u>Parks</u>	
60.	P1	<p>In accordance with the <i>Planning Act</i> and the City of Ottawa Parkland Dedication By-law, the Owner shall convey Block 253 to the City for parkland purposes, to the satisfaction of the General Manager, Recreation, Cultural and Facility Services Department.</p> <p>The Owner covenants and agrees that the parkland dedication requirement has been calculated, as follows:</p> <ul style="list-style-type: none"> • at a rate of one hectare per 300 residential units, based on the estimated number of 714 units for this subdivision; • 2% of commercial and employment lands (9.30Ha/22.97ac and 2.0Ha/4.94ac respectfully), 	OTTAWA Parks

		<p>for a parkland dedication requirement of 2.61 hectares.</p> <p>In the event that the number of units change, the required parkland dedication will also change.</p> <p>The size and configuration of the park block(s) on the Final Plan shall be to the satisfaction of the General Manager, Recreation, Cultural and Facility Services Department.</p>	
61.	P2a	<p>The Owner covenants and agrees that Block 253 is to be conveyed to the City in accordance with the Kanata West Concept Plan area for the purposes of providing dedicated parkland for the future Kanata West District Park, and that the over dedication value for the Kanata West District Park will be determined by the City's Corporate Real Estate Office (CREO). The Owner shall be responsible for any appraisal costs incurred by the City.</p>	<u>OTTAWA</u> Parks
62.	P2b	<p>The Owner covenants and agrees that Block 252 will be conveyed to the City for the purposes of providing parkland to deliver a local parkette for the new residential community, however Block 252 will not be counted as parkland dedication. The size and configuration of the park block on the Final Plan shall be to the satisfaction of the General Manager, Recreation, Cultural and Facility Services Department.</p>	OTTAWA Parks
63.	P3	<p>The Owner and City acknowledge and agree that Park Block 253 will be developed for District Park purposes and said specific park development will be funded by the City in accordance with, and at such time as Capital Funding is available.</p> <p>The Owner shall be responsible for all subdivision related work to ensure that Block 253 is provided to the City in fully developable condition to support the development of the future Kanata West District Park.</p>	OTTAWA Parks
64.	P4	<p>The Owner acknowledges and agrees to design and construct the parkland, identified as Block 252, in accordance with City specifications and standards, at its sole cost.</p> <p>All Owner obligations associated with Park Block 252 shall include a predetermined and agreed to definition of 'clean and green', which will include park servicing, rough grading and final grading with an average of 150mm topsoil and seed, three concrete pads (one for garbage and two for benches) and 2.0m wide pathway(s) within Block 252 to connect Streets 7, 8 and 10, be completed to the satisfaction of the General Manager, Recreation, Cultural and Facility Services Department within two years of registration, or the phase in which Block 252 is planned, whichever comes first.</p>	OTTAWA Parks

65.	P4a	The Owner and City acknowledge and agrees that design and construction of active recreation elements within Block 252, and any and all other work not described in P4 herein, will be the responsibility of the City, at the City's cost.	OTTAWA Parks
66.	P5	The Owner acknowledges and agrees that no stormwater management facilities, encumbrances such as retaining walls, utility lines or easements of any kind shall be located on, or in front of, dedicated park blocks without the written approval of the General Manager, Recreation, Cultural and Facility Services Department.	OTTAWA Parks
67.	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 Blocks 252 and 253 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
68.	P7	The Owner agrees the park blocks must be fully developable for its intended use based on a geotechnical and/or soils report(s). If any constraints to development of the park block are found the measures necessary to mitigate the constraints and to provide a subgrade suitable for the intended park(s) uses as identified in the Facility Fit Plan, or if a Facility Fit Plan has not yet been prepared for intended park uses as identified by Parks planning staff, will be undertaken by the Owner. The Owner is solely responsible for the costs of any necessary mitigation measures to render the park blocks fully developable.	OTTAWA Parks
69.	P8	<p>For Park Block 252, after tree protection fencing has been installed accordingly (if applicable), the Owner may remove vegetation, trees and topsoil from the park to facilitate the clean and green work. The City agrees that the Owner may stockpile topsoil and clean earth material either on or off the park.</p> <p>If the removal of the native topsoil is required, the Owner agrees to provide replacement topsoil at a sufficient depth and quality for the park as per City Standards for park topsoil. All work shall proceed in accordance with the applicable By-laws.</p> <p>For Park Block 253, no removal of topsoil is permitted without the approval from the General Manager, Recreation, Cultural and Facility Services Department</p>	OTTAWA Parks
70.	P9	The City acknowledges and agrees that the Owner may use Park Block 252 outside of the protected park areas for the stockpiling of materials or staging	OTTAWA Parks

		<p>as needed. The Owner agrees to conduct the stockpiling of soils in accordance with the future excess soils regulation, as amended.</p> <p>The Owner agrees contaminated soils shall not be stockpiled on future park areas. The Owner agrees to provide to the City documentation of the source and quality of the soils temporarily stored on the future park areas.</p> <p>The Owner acknowledges and agrees that in the event that the Owner chooses to use the parkland for stockpiling or staging, once this use of the parkland is completed, all materials will be removed from the parkland and a geotechnical and soils reports will be provided by a qualified and licensed engineer or geoscientist and submitted to the City. The geotechnical and soils report(s) shall confirm that the subgrade is suitable for its intended use and that no contaminants have been deposited on the parkland. The geotechnical report must indicate the level of soil compaction on the site and conform to City Standards, to the satisfaction of the General Manager, Recreation, Cultural and Facility Services Department.</p> <p>The Owner agrees that any remediation required to the parkland as result of the owners use of the parkland will be at the Owner's expense.</p> <p>For Park Block 253, no stockpiling or staging is permitted without the approval from the General Manager, Recreation, Cultural and Facility Services Department</p>	
71.	P11	<p>The Owner agrees that any fill imported to the future park block(s) must be conducted in accordance with the future excess soils regulation, as amended. Documentation of the source and quality of the fill to be imported must be approved by a Qualified Person(s). Soils must be tested to the minimum parameter list as specified in the excess soils regulation. Importation of soils with no chemical testing will not be permitted. Additional testing may be required by the Qualified Persons as defined in the regulation.</p> <p>Copies of all records related to all soils imported to the future park areas must be provided to the City. It is the responsibility of the Owner to fill and rough grade the park where necessary, with clean earth borrow, compacted and leveled within the park block accordingly, to provide for positive surface drainage as per the City Standards for Park Fill and rough grading as per the approved subdivision grading plan. All at the expense of the Owner. All works and fill materials are to be approved by the General Manager, Planning, Infrastructure and Economic Development Department prior to being placed on site.</p>	OTTAWA Planning Parks
72.	P12a	Unless otherwise specified, the Owner shall provide the following services and utilities to Park Block 252:	OTTAWA

		<ul style="list-style-type: none"> a) A 300mm diameter storm sewer and CB/MH, or appropriate storm sewer infrastructure, in accordance with design/working and approved subdivision drawings. b) A 50mm diameter water line complete with standpost at 2m inside the park property line. c) A 120/240 volt, 100 amperes single phase hydro service, in accordance with design/working drawings. The Owner is responsible for making all arrangements and coordinating approvals and inspections with the respective hydro (electricity) agencies. <p>The Owner is also responsible to ensure the park service(s) are included on the approved CUP drawings.</p>	Planning Parks
73.	P12b	<p>It is the responsibility of the Owner to undertake such grading and filling work of Park Block 253 in accordance with the geotechnical report recommendations to provide for positive surface drainage as per City Standards for Park fill and rough grading as per approved subdivision grading plan(s). This grading filling work will be undertaken at the Owners expense.</p> <p>All works and design drawings are subject to the approval of the General Manager, Recreation, Cultural and Facility Services Department and the General Manager, Planning, Infrastructure and Economic Development Department.</p> <p>Unless otherwise specified, the Owner shall provide the following services and utilities to Park Block 253:</p> <ul style="list-style-type: none"> a) A 300mm diameter storm sewer and CB/MH at 2m inside the park property line. b) A 50mm diameter water line complete with standpost at 2m inside the park property line. c) 150mm diameter sanitary sewer and MH at 2m inside the park property line. d) A 120/240 volt, 400 amperes single phase hydro service at 2m inside the park property line. The Owner is responsible for making all arrangements and coordinating the connection of the new hydro (electrical) service, including costs and inspections, with the respective hydro (electricity) agencies. The Owner is also responsible to ensure the park electricity service(s) is included on the approved CUP drawings. <p>The Owner is also responsible to ensure the park service(s) are included on the approved CUP drawings.</p>	OTTAWA Parks

74.	P13	<p>The Owner shall install fencing of uniform appearance and quality, with a minimum height of five feet (5') (1.5m) along the common boundary of all residential lots and other lots which abut Park Block(s). Fences shall be installed 0.15m on the park property side of the common property line, and the location of the fence shall be verified by an Ontario Land Surveyor. All fences must adhere to the City's fence By-law 2003-462. Fence materials will be of commercial grade and consist of 6-gauge black vinyl coated chain link material and black powder coated schedule 40 pipe rails and posts or an approved alternative.</p> <p>Where Park Block 252 abuts servicing Block 249, subject to design requirements and approval for Block 249, fencing may only be required abutting future residential lots 122 and 123, and not the property line between Block 249 and Park Block 252, to be confirmed by approved subdivision Civil and Streetscape/Landscape plan(s).</p> <p>Where Park Block 253 abuts 2499 Palladium Drive (part of Part 4, 4R-21121 and 211 Huntmar Drive (Part 1, 4R-23614), approved delineation fencing shall be required, to be confirmed by approved subdivision Streetscape/Landscape plan(s).</p>	OTTAWA Parks
75.	P16	<p>The Owner shall include a clause in each Agreement of Purchase and Sale and shall be registered as a notice on title in respect of all Lots and Blocks which shall provide notification to all purchasers of lands within the Subdivision that parkland within this subdivision and/or already existing in the vicinity of the subdivision may have:</p> <ul style="list-style-type: none"> a) active hard surface and soft surface recreational facilities b) active lighted sports fields and other lit amenities c) recreation and leisure facilities d) potential community centre e) library f) day care g) other potential public buildings/facilities. 	OTTAWA Parks
76.	P18	<p>The Owner acknowledges and agrees that, following registration of this agreement, all park blocks will be transferred to the City. Notwithstanding said transfer, the Owner acknowledges and agrees that, prior to the assumption of the park by the City, the owner will retain all liability for the transferred blocks and that said transfer will in no way exonerate the Owner from its responsibility to design and construct Park Block 252 pursuant to the terms of this agreement.</p> <p>The Owner and City acknowledge and agrees that over dedication of future Kanata West District Park Block 253 will be detailed and confirmed and will form part of the subdivision agreement prior to registration.</p>	OTTAWA Parks

77.	P20	<p>Prior to the acceptance of Park Block 253, location of the vegetation and trees along the common property line of the park block and 211 Huntmar Drive (Part 1, 4R-23614) shall be confirmed, and if the trees are located on future Park Block 253, the Owner agrees to remove any dead, dying or fallen trees from within the Park Block that pose a safety risk. Prior to removals an inspection of the lands with the City Forester and Park Planner is required before the work is undertaken.</p>	OTTAWA Planning Parks
78.	P21	<p>The Owner acknowledges and agrees to erect on Park Block 253 at a location along the frontage of Huntmar Drive, a professionally painted sign indicating:</p> <p style="padding-left: 40px;">Future Parkland (Kanata West District Park) No Dumping No Removal of soils or Vegetation</p> <p>All signage to meet the City's Visual Identity and Bilingual requirements and standards.</p>	OTTAWA Parks
79.	P22	<p>Upon registration of the subdivision and transfer of ownership of the Park Blocks to the City, the Owner agrees to provide:</p> <ul style="list-style-type: none"> • a certificate of insurance that names the City of Ottawa as Additional Insured, and • a letter of credit which covers the full amount of the park design & construction cost for Block 252 to ensure the work is completed, <p>The City acknowledges and agrees that an inspection and review fee for Parks is not applicable and will not be included in the fee schedule under Sch. C of the subdivision agreement.</p> <p>The Owner will hereby be granted consent to enter (if required) at no cost to complete the work. All is to the satisfaction of the General Manager of Recreation Culture and Facility Services.</p>	OTTAWA Parks
80.	P23	<p>The Owner acknowledges and agrees that no work within the ROW in front of, or around, any boundary of the park will be a park cost. All ROW work including, tree planting, topsoil and sod, and all hard surface work will be at the Owners' expense.</p> <p>Where a park plaza or landscape feature extends into the ROW as a continual element of the park development, this work may be considered park work at the discretion of the General Manager, Recreation, Cultural and Facility Services.</p>	OTTAWA Parks

81.	P25	The Owner acknowledges and agrees, subject to civil engineering requirements, to design and construct servicing Block 249 to provide a functional extension to future Park Block 252. The design and construction of Block 249 will allow for passive recreational elements to be included in the design and shall form part of the clean and green works for the park block. All works within Block 249 shall be at the Owners expense, subject to Servicing and Engineering requirements and approvals.	OTTAWA Parks
82.	P26	<p>The Owner acknowledges and agrees to undertake any and all DSEL Functional Servicing Report recommendations and requirements, including subsequent Geotechnical in-fill program work identified for Park Block 253 to mitigate grade raise restrictions, at no cost to the City, including all pre-construction recommendations, or special construction method requirements for the park to ensure the park block can be developed for its intended purpose and recreation programming. This will also include all review and inspection work at time of park construction to be completed by qualified geotechnical and/or engineering staff, and those costs will be covered by the Owner.</p> <p>Should the in-fill program work testing and inspection review recommend further earthworks, in-filling and/or special site preparation to allow for the park block to be fully developed in accordance with the park fit plan and/or park design working drawings, those additional requirements will be completed at the Owners cost.</p>	OTTAWA Parks
83.	P27	The Owner agrees that the identified 9m servicing easement along the northern limits of Park Block 253 shown in the DSEL Functional Servicing Report shall not form part of the parkland dedication requirements for Park Block 253 and shall be shown as a separate block on the draft M-Plan prior to registration.	OTTAWA Parks
84.	P28	The Owner acknowledges and agrees that should servicing work within the 9m easement along the northern limits of Park Block 253 shown in the DSEL Functional Servicing Report impact and/or require removal of the vegetation and trees along the common property line between Park Block 253 and 211 Huntmar Drive (Part 1, 4R-23614), the Owner shall undertake a replanting program to the satisfaction of the City Forester, Police Services Unit and General Manager, Recreation, Cultural and Facility Services, and said work will be shown on approved subdivision Streetscape/Landscape Plan(s) and completed at the Owners cost.	OTTAWA Parks
85.	P29	The Owner acknowledges and agrees that a public road/street shall be constructed within Street No. 16, at the Owners cost, to allow access to the future Kanata West District Park. The public road/street design shall be subject to City of Ottawa Transportation Services and Emergency Services requirements, including design access to Street No. 2 from Street No. 16	OTTAWA Parks

		<p>subject to City approval and included in the supporting transportation studies and design for all roads and intersection, to the satisfaction of the General Manager, Planning, Infrastructure and Economic Development Department.</p> <p>The minimum park frontage along Street No. 16 for Park Block 253 shall be 20m.</p>	
86.	P30	<p>The Owner acknowledges and agrees that should the School Board(s) not action on the purchase of and development of High School Blocks 254 and 255, and right-of-way reserve Block 264, the Owner agrees to allow the City first right of purchase of the lands outlined in green in Schedule “A” hereto, to expand and add to the future Kanata West District Park (Block 253), to bring the size of the District Park to the determined acreage/hectares identified in the Kanata West Concept Plan and/or City’s Parks and Pathway Manual (11.10Ha/27.43ac). The value of said additional lands shall be determined and appraised by the City’s Corporate Real Estate Office (CREO) as dated one (1) day prior to draft approval and indexed using an agreed upon CPI inflationary cost for land value at time of purchase. The Owner shall be responsible for any appraisal costs incurred by the City.</p>	OTTAWA Parks
		<u>Environmental Constraints</u>	
87.	EC1	<p>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.</p>	OTTAWA Planning CA
88.	EC2	<p>The Owner agrees that prior to registration, early servicing, or other works that would alter the vegetative characteristics of the site, the Owner shall have the environmental impact statement updated as necessary to reflect the final plan as approved, and to address any changes to the anticipated impacts and recommended mitigation measures that may be required as a result of changes to the draft plan, changes in the regulatory context with respect to species at risk, or changes in the known environmental context of the site. This update shall be to the satisfaction of the General Manager, Planning, Infrastructure and Economic Development Department.</p>	OTTAWA Planning
89.	EC3	<p>The Owner acknowledges and agrees that the construction of the subdivision shall be in accordance with the recommendations of the Environmental Impact Statement and Tree Conservation Report.</p>	OTTAWA Planning CA
90.	EC4	<p>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.</p>	OTTAWA Planning

91.	EC5	The Owner acknowledges that the Feedmill Creek (including adjacent lands) are subject to the Mississippi Valley Conservation Authority's "Development, Interference with Wetlands and Alterations to Shorelines and Watercourses" regulation, made under Section 28 of the Conservation Authorities Act, R.S.O. 1990, c. C.27, as amended. The regulation requires that the Owner of the property obtain a permit from the Conservation Authority prior to straightening, changing, diverting, or interfering in any way with any watercourse. Any application received in this regard will be assessed within the context of approved policies for the administration of the regulation. A final grading plan will be required as part of this approval. Final delineation of the MVCA regulation limit will be established by MVCA based on the final grading plan.	OTTAWA Planning CA
92.	EC6	The Owner agrees to establish the Feedmill Creek setback from the watercourse described as a Block or a Part on a legal plan, to the satisfaction of the Mississippi Valley Conservation Authority and the General Manager, Planning, Infrastructure and Economic Development Department. The final approved plan of subdivision shall clearly show this setback, which shall also be incorporated into the Zoning By-law provisions and shall be identified in all agreements of purchase and sale for Lots 25, 26, 27 and 66.	OTTAWA Planning CA
93.	EC7	The Owner shall erect protective fencing and sediment and erosion control measures along the setback perimeter of the Feedmill Creek prior to any site preparation works within the Subdivision to ensure no disturbance of the watercourse during construction to the satisfaction of the Mississippi Valley Conservation Authority. These measures shall be maintained in good working order until the site has stabilized, after which any such measures that are not permanent shall be removed in a manner that minimizes disturbance to the site.	OTTAWA Planning CA
94.	EC8	The Owner acknowledges that any proposed works on or adjacent to the Feedmill Creek corridor will need to comply with the requirements of the Federal Fisheries Act and avoid causing Serious Harm to Fish, unless the Department of Fisheries and Oceans (DFO) has provided authorization.	OTTAWA Planning CA
95.	EC9	The Owner shall complete the DFO Self-Assessment process and provide the City and the Mississippi Conservation Authority with a copy of the completed Request for Review. The Owner acknowledges that should the results of the Self-Assessment indicate that serious harm to fish cannot be avoided, then the proponent must implement the appropriate measures to avoid, mitigate, or offset harm to fish and fish habitat, including aquatic species at risk.	OTTAWA Planning CA
96.	EC11	The Owner shall convey, at no cost to the City, the following lands: Blocks 263 and 266 comprising the Feedmill Creek corridor/natural	OTTAWA Planning

		area/amphibian habitat and the associated setback. Final configuration of the Blocks shall be to the satisfaction of the General Manager, Planning, Infrastructure and Economic Development Department. These lands shall not be credited towards determining parkland dedication requirements.	CA
97.	EC12	Where required, the Owner shall prepare, to the satisfaction of the General Manager, Planning, Infrastructure and Economic Development Department, an Owner Awareness Package (OAP) highlighting the advantages and responsibilities of a homeowner living in or adjacent to a natural area. The OAP shall describe the natural attributes of the community and the importance of good stewardship practices to ensure the long-term health and sustainability of the Natural Heritage System. Topics to be discussed include, but are not limited to, reducing environmental impacts from common household activities (e.g., water conservation, yard waste disposal, chemical use and storage, etc.), avoiding human-wildlife conflicts, and recommendations of locally appropriate native species for landscaping. The OAP shall be distributed to all purchasers with the Agreement of Purchase and Sale.	OTTAWA Planning CA
98.	EC13	The Owner shall prepare, to the satisfaction of the General Manager, Planning, Infrastructure and Economic Development Department a plan/map that includes all ecological setbacks, final floodplain limits and development setbacks to Feedmill Creek.	OTTAWA Planning CA
99.	EC14	The Owner agrees to establish a no disturbance corridor/buffer along Feedmill Creek. The development setback is 31.5 metres from the centerline of Feedmill Creek. This condition does not apply to the installation of amphibian habitat as approved by the MVCA.	OTTAWA Planning CA
100.	EC15	The Owner shall submit a final Riparian and Habitat Compensation plan that clearly delineate areas of compensation for the loss of headwater features on the subject property and adjacent Lands.	OTTAWA Planning CA
101.	EC16	The Owner acknowledges that the endangered species butternut (<i>Juglans cinerea</i>) was identified as present on or adjacent to the property in the Environmental Impact Statement/Tree Conservation Report and special requirements must be met. Prior to registration, early servicing or any on-site works that might result in harm or destruction of the species or its habitat, the Owner will obtain the necessary approvals from the Ministry of Environment, Conservation and Parks (MECP) under the regulations of the Endangered Species Act, or provide written confirmation from the MECP that there is no suitable or significant habitat present on the site. The Owner shall maintain a minimum 50 metre buffer, untouched, surrounding the habitat on the site until confirmation has been received from the MECP and any necessary approvals obtained. A copy of the written correspondence and the approval (if required) shall be provided to the	OTTAWA Planning CA

		General Manager, Planning, Infrastructure and Economic Development prior to registration and/or the issuance of a Commence Work order.	
		<u>Schools</u>	
102.	SC1	The Owner acknowledges and agrees to reserve Block 254 and 255 on the draft plan of subdivision as a secondary school site for the Ottawa-Carleton District School Board (OCDSB). The final size, configuration and servicing for the school site shall be to the satisfaction of the ODSB School Board and the General Manager, Planning, Infrastructure and Economic Development Department.	OCDSB
103.	SC2	The Owner agrees to enter into a legal agreement with the OCDSB for the reservation of the designated school site known as Block (s) 254 and 255 on the draft plan of subdivision for a period of up to seven years from the date of registration of the plan which contains the school site.	OCDSB
104.	SC3	The Owner acknowledges and agrees to inform prospective purchasers that school accommodation pressures exist in the OCDSB schools designated to serve this development which are currently being addressed by the utilization of portable classrooms and/or by directing students to schools outside their community.	OCDSB
105.	SC4	The Owner acknowledges and agrees that no uses, such as, but not limited to: storm water ponds or utility lines or easements, of any kind shall be located on the designated school site blocks without the express written concurrence of the OCDSB.	OCDSB
106.	SC5	The Owner shall neither deposit nor permit to be deposited fill, debris, building materials or equipment, nor allow vehicle access for any purpose on the designated school site blocks of the subdivision, and furthermore, the owner shall neither remove nor permit to be removed, any fill, top soil, trees or shrubs from the said lands without the express written concurrence of the OCDSB.	OCDSB
107.	SC6	That the Owner acknowledges and agrees to have the 1.55 hectare parcel of land (known as Block 254) located adjacent and to the north of Block 255 conveyed to them prior to the registration of the plan of subdivision which contains those blocks, and that this land be appended to Block 255 to form the complete OCDSB designated secondary school site.	OCDSB
108.	SC7	That Block 264 in the subject draft plan be confirmed as a public road connecting to Palladium Drive in combination with Street No. 16 to the south. The owner shall construct the usual features and amenities of a public road in and around Block 264 at its expense. The timing of the	OCDSB

		construction of the public road shall be in the discretion of the OCDSB acting reasonably.	
109.	SC8	Notwithstanding Condition SC7, above, Block 264 need not be used as public right of way in the event the Ottawa-Carleton District School Board, in its sole discretion, decides not to develop Blocks 254 and 255 as a school.	OCDSB
		<u>Archaeology</u>	
110.	ARC1	<p>Where the Owner is required to undertake an archaeological assessment:</p> <ul style="list-style-type: none"> i. The Owner acknowledges having been required to retain a licensed consultant archaeologist to undertake an archaeological assessment of the entire property, including 1:10,000 scale mapping, “Archaeological Site Record” and report(s); ii. The Owner agrees to implement the recommendations of the approved assessment, including mitigation, through preservation or removal and documentation of archaeological resources; and iii. The Owner agrees that no site works shall take place until any archaeological resource conservation concerns have been addressed. <p>All of the above noted conditions shall be to the satisfaction of the Ministry of Tourism and Culture and the General Manager, Planning, Infrastructure and Economic Development Department.</p>	<p>OTTAWA Planning MTCS</p> <p>(Ministry provides written clearance to the City prior to registration, usually at the request of the applicant.)</p>
		<u>Stormwater Management</u>	
111.	SW1	<p>The Owner shall provide any and all stormwater reports that may be required by the City for approval prior to the commencement of any works in any phase of the Plan of Subdivision. Such reports shall be in accordance with any watershed or subwatershed studies, conceptual stormwater reports, City or Provincial standards, specifications and guidelines. The reports shall include, but not be limited to, the provision of erosion and sedimentation control measures, implementation or phasing requirements of interim or permanent measures, and all stormwater monitoring and testing requirements.</p> <p>All reports and plans shall be to the satisfaction of the General Manager, Planning, Infrastructure and Economic Development Department.</p>	OTTAWA Planning CA
112.	SW2	(a) Prior to the commencement of construction of any phase of this Subdivision (roads, utilities, any off site work, etc.) the Owner shall:	OTTAWA Planning CA

		<ul style="list-style-type: none"> i. have a Stormwater Management Plan and an Erosion and Sediment Control Plan prepared by a Professional Engineer in accordance with current best management practices; ii. provide all digital models and modelling analysis in an acceptable format; iii. have said plans approved by the General Manager, Planning, Infrastructure and Economic Development Department, and iv. provide certification through a Professional Engineer licensed in the province of Ontario that the plans have been implemented. <p>(b) All submissions and any changes made to the Plan shall be submitted to the satisfaction to the City and the Mississippi Valley Conservation Authority.</p> <p>(c) The Owner shall implement an inspection and monitoring plan to maintain erosion control measures.</p>	
113.	SW3	On completion of all stormwater works, the Owner agrees to provide certification to the General Manager, Planning, Infrastructure and Economic Development Department through a Professional Engineer, licensed in the province of Ontario, that all measures have been implemented in conformity with the approved Stormwater Site Management Plan.	OTTAWA Planning
114.	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 Planning
115.	SW5	The Owner agrees to design and construct, as part of the stormwater management infrastructure, at no cost to the City, a monitoring facility or facilities, if required, and vehicular access to the satisfaction of the City.	OTTAWA Planning
116.	SW6	The Owner agrees that the development of the Subdivision shall be undertaken in such a manner as to prevent any adverse effects, and to protect, enhance or restore any of the existing or natural environment, through the preparation of any storm water management reports, as required by the City.	OTTAWA Planning
117.	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:	OTTAWA Legal

		<p>“The Owner acknowledges that some of the rear yards within this subdivision are used for on-site storage of infrequent storm events. Pool installation and/or grading alterations and/or coach houses on some of the lots may not be permitted and/or revisions to the approved Subdivision Stormwater Management Plan Report may be required to study the possibility of modification on any individual lot. The Owner must obtain approval of the General Manager, Planning, Infrastructure and Economic Development Department of the City of Ottawa prior to undertaking any grading alterations.”</p>	
118.	SW8	<p>Where the Owner is required under this Agreement to provide the oversize and/or over-depth storm sewers or open drains in order to make provisions for later development of upstream lands not owned by the Owner herein, as referred to in the approved plans, the City will, insofar as it legally may, require that payment shall be made by the Owner of such upstream undeveloped land which will utilize the said storm sewers as an outlet(s), prior to registration. The amount of payment shall be determined by the General Manager, Planning, Infrastructure and Economic Development Department.</p>	OTTAWA Planning
119.	SW9	<p>The Owner acknowledges and agrees that despite the proposed stormwater diversion from Pond 4 to Pond 7, the Owner shall remain responsible for costs associated with Pond 4 design and construction in accordance with the Kanata West Master Servicing Study and as identified under the Kanata West Cost Sharing Agreement. Prior to registration or early servicing, the Owner agrees to provide the City with a clearance letter from the trustee of the Kanata West Owners Group Inc., confirming that the Owner is party to the Kanata West Owners Group and that Cost Sharing Agreements and all of the obligations, financial and otherwise, of the landowner(s) of this subdivision have been fulfilled pursuant to the Landowners Agreement. The Owner further agrees that it shall be responsible for all costs associated with the oversizing, outlet channel and receiving Feedmill Creek improvements directly associated with the transfer of drainage area from Pond 4 into Pond 7.</p>	OTTAWA Planning LG
120.	SW12	<p>Subject to Council approval, the Owner will enter into an agreement with the City such that the Owner will construct the Feedmill Creek restoration works for Reaches 1 to 5, as required by the Feedmill Creek Stormwater Management Criteria Study, Final Report with Expansion Area 3 and Update, prepared by J.F. Sabourin and Associates Limited, dated April 30 2018, and subsequently updated in the Feedmill Creek SWM Criteria Study, Pond 7 Increased Drainage Area – Erosion and In-Stream Works Analysis, prepared by Coldwater Consulting Ltd, dated 21 March 2019. The repayment of the Owner will be subject to an agreement approved by Council. The Owner acknowledges and agreements that an Area Specific Development Charges By-law will be enacted to facilitate this repayment.</p>	OTTAWA Planning

121.	SW10	<p>The Owner acknowledges and agrees that, at the sole discretion of the General Manager, Planning, Infrastructure and Economic Development, the Owner may, instead of the front-ending requirement outlined in condition SW12, provide monetary compensation for the Feedmill Creek Restoration Project based on the amounts outlined in the:</p> <ol style="list-style-type: none"> 1. The Feedmill Creek Stormwater Management Criteria Study, Final Report with Expansion Area 3 and Update, prepared by J.F. Sabourin and Associates Limited, dated April 30 2018 and 2. The Feedmill Creek SWM Criteria Study, Pond 7 Increased Drainage Area – Erosion and In-Stream Works Analysis, prepared by Coldwater Consulting Ltd, dated 21 March 2019. <p>The Owner will contribute its proportionate share to the overall restoration works, at its sole cost, if required, prior to registration, all to the satisfaction of the General Manager, Planning, Infrastructure and Economic Development.</p>	OTTAWA Planning
122.	SW13	The Owner acknowledges and agrees that the stormwater management report must be accepted by the Ministry of Transportation prior to registration.	MTO
		<u>Sanitary Services</u>	
123.	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
124.	SS2	Where the Owner is required under this Agreement to provide and install sanitary sewers of a diameter larger and/or at a greater depth than would be required to service the area to be developed, as detailed in the approved plans of this agreement, the Owner shall convey to the City such 0.3m reserves as may be necessary to prevent the Owners and developers of adjacent lands from making connections to the sanitary sewers installed by the Owner, the City will, insofar as it legally may, require other persons connecting to the sewer to pay an equitable share of the cost thereof to the Owner. The amount of payment shall be determined by the General Manager, Planning, Infrastructure and Economic Development Department.	OTTAWA Planning
125.	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

		<ul style="list-style-type: none"> a) extend water, sanitary, and storm services a minimum of 2.0 metres onto private property during installation before being capped; b) install high voltage electrical cable through the transformer foundations to maintain adequate clearance from the gas main; c) provide and install conduits as required by each utility; d) provide and install transformer security walls when a 3.0 metres clearance, as required by the Electrical Code, cannot be maintained. The design and location of the security wall must be approved by the local hydro utility; and e) install all road-crossing ducts at a depth not to exceed 1.2 metres from top of duct to final grade. 	
126.	SS4	The Owner acknowledges and agrees that oversizing costs associated to sanitary sewer from MH 61A on East side of Roundabout at the intersection of Street No. 15 and Street No. 2 up to intersection of Huntmar Drive shall be at Owners cost and shall be designed and constructed to the satisfaction of the General Manager of Planning, Infrastructure and Economic Development.	OTTAWA Planning
		<u>Water Services</u>	
127.	W1	The Owner agrees to design and construct all necessary watermains and the details of water servicing and metering for the lots abutting the watermains within the subject lands. The Owner shall pay all related costs, including the cost of connection, inspection and sterilization by City personnel, as well as the supply and installation of water meters by the City.	OTTAWA Planning
128.	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
129.	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
130.	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

131.	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
132.	W6	The Owner acknowledges and agrees not to apply for, nor shall the City issue, building permits for more than 50 dwelling units (or the equivalent) where the watermain for such units is not looped. Any unit serviced by a looped watermain that is not looped shall be required to have sufficient fire protection, to the satisfaction of the General Manager, Planning, Infrastructure and Economic Development Department.	OTTAWA Planning
		<u>Serviced Lands</u>	
133.	SL1	The Owner shall be responsible for the provisions of the following works, including oversizing and over depth (where appropriate), at its cost, in accordance with plans approved by the General Manager, Planning, Infrastructure and Economic Development Department, and/or the Province: <ul style="list-style-type: none"> a. Watermains; b. Sanitary Sewers; c. Storm Sewers; d. Roads and traffic plant(s); e. Street Lights; f. Sidewalks; g. Landscaping; h. Street name, municipal numbering, and traffic signs; i. Stormwater management facilities; and j. Grade Control and Drainage. 	OTTAWA Planning
134.	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
135.	SL3	The Owner agrees to provide services oversized and over depth to service lands beyond the limits of the subdivision as required and to the satisfaction of the General Manager, Planning, Infrastructure and Economic Development Department.	OTTAWA Planning

136.	SL4	The Owner shall not be entitled to a building permit, early servicing, or commencement of work construction until they can demonstrate that there is adequate road, sanitary, storm, and watermain capacity and any Environmental Compliance Approvals (ECA) necessary are approved. All are to the satisfaction of the General Manager, Planning, Infrastructure and Economic Development Department.	OTTAWA Planning
		<u>Utilities</u>	
137.	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
138.	H1	The Owner shall pre-consult with Hydro Ottawa for any proposed reduction to the City of Ottawa three-metre minimum standard setback prior to designing the electrical servicing, as it may affect the electrical servicing design, timeline for installation and cost; this includes any proposed overhang encroachment into the 3m-setback space.	Hydro Ottawa
139.	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
140.	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
141.	H4	Hydro Ottawa's standard distribution network is overhead for any voltage system along or through open fields, business parks, rural areas, arterial, major collector and collector roads; any additional premium costs beyond the standard shall be at the Owner's cost; in all instances, electrical distribution above 27kV shall be via overhead distribution.	Hydro Ottawa

142.	H5	The Owner shall be responsible for servicing the buildings within the property. Only one service entrance per property shall be permitted.	Hydro Ottawa
143.	H6	Prior to commencement of any construction activities, the Owner shall inform Hydro Ottawa of any acute shock construction process or rubberization to be used during construction, and apply Hydro Ottawa's work procedure UDS0022 "Protecting Electrical Distribution Underground Plant & Support Structures from Acute Shock Construction Processes". The Owner shall be responsible for any damage to Hydro Ottawa distribution assets.	Hydro Ottawa
144.	H7	Hydro Ottawa prohibits any change of grade that results in reduced life expectancy of the asset. Any change in grade of more than 0.3m in the vicinity of proposed or existing electric utility equipment shall be reviewed with Hydro Ottawa.	Hydro Ottawa
145.	H8	The Owner shall ensure that any landscaping or surface finishing does not encroach into existing or proposed Hydro Ottawa's overhead or underground assets or easement. When proposing to place plantings in proximity of existing power lines, the Owner shall refer to Hydro Ottawa's free publication "Tree Planting Advice". The shrub or tree location and expected growth must be considered. If any Hydro Ottawa related activity requires the trimming, cutting or removal of vegetation, or removal of other landscaping or surface finishing, the activity and the re-instatement shall be at the Owner's expense.	Hydro Ottawa
146.	H9	The Owner is advised that there are overhead medium voltage overhead lines along the east side of the property, west of Huntmar Drive. The Owner shall ensure that no personnel or equipment encroaches within three metres (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
147.	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	Hydro Ottawa

		<p>Economic Development that sufficient utility servicing and infrastructure exist to service the proposed development and that communication / telecommunication infrastructure facilities are available, at a minimum, for the delivery of emergency management services.</p> <p>The Owner acknowledges and agrees to convey, at their cost, any easements as may be required by the necessary utilities and agrees to abide by all conditions of the City's inhibiting order. The Owner further acknowledges and agrees that such easements shall not be granted on any lands being conveyed to the City, or those proposed to be conveyed to the City, without City's approval.</p> <p>Should any lands owned or proposed to be owned by the City be encumbered as a result of these conditions, the Owner shall bear the sole responsibility and costs associated with correcting such actions, including but not limited to the conveyance of additional lands, the relocation of any such easements or infrastructure as may be deemed appropriate by the General Manager, Planning, Infrastructure and Economic Development.</p>	
		<u>Fire Services</u>	
148.	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
149.	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
150.	FUS3	The Owner shall insert a clause in each agreement of purchase and sale and shall be registered as a notice on title in respect of all Lots and Blocks	OTTAWA Planning

		<p>wherein the dwelling contains, or intends to contain, a sprinkler system as follows:</p> <p>“Purchasers are advised that they must maintain the sprinkler system in working order to the satisfaction of the City’s Fire Department. The Purchaser agrees to include this clause in any future purchase and sale agreements.”</p>	
151.	FUS4	<p>The Owner acknowledges and agrees that it shall, in the case of insufficient fire flow availability or excessive water age and loss of water disinfectant residual, provide active fire protection options such as sprinkler systems, two-hour firewalls or fire breaks that compartmentalize the structures into separate fire areas, as may be required, to limit the sizing of crescent, dead-end, and other distribution mains to a nominal size of no more than 200mm. All are to be determined by and to the satisfaction of the General Manager of Planning, Infrastructure and Economic Development Department.</p>	OTTAWA Planning
		<u>Noise Attenuation</u>	
152.	N1	<p>The Owner shall have a Noise Study undertaken related to noise assessment and land use planning with respect to noises generated by moving and stationary sources prepared by a Professional Engineer, licensed in the province of Ontario to the satisfaction and approval of the General Manager, Planning, Infrastructure and Economic Development Department. The Study shall comply with:</p> <ul style="list-style-type: none"> i. the City of Ottawa’s Environmental Noise Control Guidelines, as amended; and ii. address, and be in accordance with, the current version of the Association of Professional Engineers of Ontario Guidelines for Professional Engineers providing Acoustical Engineering Services in Land Use Planning. <p>The study shall provide all specific details on the methods and measures required to attenuate any noise that exceeds the allowable noise limits in locations as determined by the recommendations of the Noise Assessment Study.</p>	OTTAWA Planning
153.	N2	<p>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.</p>	OTTAWA Planning

154.	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
155.		Warning Clause Type A: "Transferees are advised that sound levels due to increasing road traffic may occasionally interfere with some activities of the dwelling occupants as the sound levels exceed the City's and the Ministry of the Environment's noise criteria."	
156.		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 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."	
157.		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.)"	
158.		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."	
159.		Warning Clause Type E "Purchasers/Tenants are advised that due to the proximity of the adjacent Ministry of Transportation property, sound levels from the property may at times be audible."	
160.	N5	The Owner shall ensure that each residential dwelling unit has sufficient noise abatement from traffic on the adjacent roadways that lead to the Ministry of Transportation's property located north of this development. Each property created adjacent to these roads must have noise warning clauses registered on title.	MTO

		<u>Land Transfers</u>	
161.	LT1	<p>The Owner shall convey, at no cost to the City, all lands required for public purposes, including but not limited to, reserves, road widenings, daylighting triangles, walkway blocks, open space blocks, and lands required for parks (or cash-in-lieu thereof) and for stormwater management. In particular, the Owner agrees to convey the following lands:</p> <ul style="list-style-type: none"> i. Pathway, Walkway or Servicing Blocks –249 to 251 ii. Watercourses (buffer strips/riparian corridors) – Blocks 263 and 266 iii. Park Blocks –252 and 253 iv. Storm Water Management Blocks – 262 v. Road Widening Blocks – 265 	OTTAWA Planning Legal
162.	LT2	The Owner agrees to convey, at no cost to the City, any easements that may be required for the provision of water and wastewater systems, in addition to underground or overland stormwater drainage systems.	OTTAWA Planning Legal
		<u>Blasting</u>	
163.	B1	<p>The Owner agree that all blasting activities will conform to the City of Ottawa’s standard S.P. No: F-1201 Use of Explosives. Prior to any blasting activities, a pre-blast survey shall be prepared as per F-1201, at the Owner expense for all buildings, utilities, structures, water wells, and facilities likely to be affected by the blast and those within 75 m of the location where explosives are to be used. The standard inspection procedure shall include the provision of an explanatory letter to the owner or occupant and owner with a formal request for permission to carry out an inspection.</p> <p>The Owner agree to provide a Notification Letter in compliance with City specification F-1201. Specification indicates that a minimum of 15 Business days prior to blasting the Contractor shall provide written notice to all owner(s) and tenants of buildings or facilities within a minimum of 150m of the blasting location. The Owner agrees to submit a copy of the Notification Letter to the City.</p>	OTTAWA Planning
		<u>Development Charges By-law</u>	
164.	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	OTTAWA Planning Legal

		enter into any agreements that may be required pursuant to the applicable Development Charges By-law.	
165.	DC2	The Owner shall inform the purchaser after registration of each lot or block of the development charges that have been paid or which are still applicable to the lot or block. The applicable development charges shall be as stated as of the time of the conveyance of the relevant lot or block and the statement shall be provided at the time of the conveyance. The statement of the Owner of the applicable development charges shall also contain the statement that the development charges are subject to changes in accordance with the <i>Development Charges Act, 1997</i> and the <i>Education Development Charges Act</i> .	OTTAWA Planning Legal
166.	DC3	The Owner acknowledges and agrees to enter into any front-ending agreements with the City of Ottawa for (specify the works) 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 Planning Legal
167.	DC4	<p>The Owner acknowledges that for building permits issued after January 15, 2010, payment of non-residential development charges, excluding development charges for institutional developments, may be calculated in two installments at the option of the Owner, such option to be exercised by the Owner at the time of the application for the building permit. The non-discounted portion of the development charge shall be paid at the time of issuance of the building permit and the discounted portion of the development charge shall be payable a maximum of two years from the date of issuance of the initial building permit subject to the following conditions:</p> <ul style="list-style-type: none"> a) a written acknowledgement from the Owner of the obligation to pay the discounted portion of the development charges; b) no reduction in the Letter of Credit below the amount of the outstanding discounted development charges; and c) indexing of the development charges in accordance with the provisions of the Development Charges By-law. <p>The Owner further acknowledges that Council may terminate the eligibility for this two-stage payment at any time without notice, including for the lands subject to this agreement and including for a building permit for which an application has been filed but not yet issued.</p> <p>For the purposes of this provision, "discounted portion" means the costs of eligible services, except fire, police and engineered services that are</p>	OTTAWA Planning Legal

		<p>subject to 90% cost recovery of growth-related net capital costs for purposes of funding from development charges. The 10% discounted portion, for applicable services, must be financed from non-development charge revenue sources.</p> <p>“Non-discounted portion” means the costs of eligible services, fire, police and engineered services, that are subject to 100% cost recovery of growth-related net capital costs for purposes of funding from development charges.</p>	
		<u>Survey Requirements</u>	
168.	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
169.	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
170.	Surv3	The distance from the travelled Centreline of all existing adjacent roads to the subdivision boundary should be set out in the Plan of Subdivision.	OTTAWA Surveys
		<u>Closing Conditions</u>	
171.	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
172.	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
173.	C3	The owner shall pay any outstanding taxes owing to the City of Ottawa prior to registration.	OTTAWA Planning Revenue
174.	C4	Prior to registration of the Plan of Subdivision, the City is to be satisfied that conditions 1 to 173 have been fulfilled.	OTTAWA Planning
175.	C5	The Owner covenants and agrees that should damage be caused to any of the Works in this Subdivision by any action or lack of any action whatsoever on its part, the General Manager, Planning, Infrastructure and Economic Development Department may serve notice to the Owner to have the damage repaired and if such notification is without effect for a period of two full days after such notice, the General Manager, Planning, Infrastructure and Economic Development Department may cause the damage to be repaired and shall recover the costs of the repair plus the	OTTAWA Planning

		Management Fee under Section 427, of the <i>Municipal Act, 2001</i> , like manner as municipal taxes.	
176.	C6	If the Plan(s) of Subdivision, including all phases within the draft approved plan of subdivision, has not been registered by (a date three years after the date of draft approval) , the draft approval shall lapse pursuant to Section 51 (32) of the <i>Planning Act</i> . Extensions may only be granted under the provisions of Section 51 (33) of said <i>Planning Act</i> prior to the lapsing date.	OTTAWA Planning

ⁱ For Clearing Agencies:

- “Planning” refers to Planning Services.
- “LG” refers to applicable landowners group, such as Kanata North (KNLG), Kanata West (KWLG), Fernbank (FLG), East Urban (EULG), Manotick SDA (MLG), and Barrhaven South (BSLG).
- “CA” refers to applicable conservation authorities, including RVCA, MVCA, and SNCA.
- “Legal” refers to Legal Services.
- “Parks” refers to Parks and Facilities Planning Services.
- “BCS” refers to Building Code Services.
- “Transit” refers to Transit Planning.
- “Transpo Plg” refers to Transportation Planning.
- “Forestry” refers to Forest Management.
- “MTCS” refers to the Ministry of Tourism, Culture and Sport.
- “Revenue” refers to Revenue Services.
- “Surveys” refers to Surveys & Mapping/City Surveyor.
- “MTO” refers to Ministry of Transportation.
- “OCDSB” refers to Ottawa-Carleton District School Board