

CONDITIONS FOR DRAFT APPROVAL
Claridge (South Nepean) Homes Inc.
Burnett Lands Subdivision, 3370 Greenbank Road

DRAFT APPROVED JUNE 12, 2020

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The City of Ottawa's conditions applying to the draft approval of Claridge (South Nepean) Homes Inc.'s Burnett Lands Subdivision, (File No. D07-16-17-0001), 3370 Greenbank Road are as follows:

1.	<p>This approval applies to the draft plan certified by T. Hartwick, Ontario Land Surveyor, dated March, 2020, showing 21 Residential blocks, 9 streets, 6 blocks for the future Greenbank Road realignment and sidewalks, 2 pathway blocks, 1 block for stormwater infrastructure, and 1 open space block.</p> <p>This approval applies to the approved conceptual plans and reports in support of the draft plan as follows:</p> <ol style="list-style-type: none"> 1) Site Serviceability and Stormwater Management Report, prepared by Novatech, Ref. No. R-2018-170, Revised May 29, 2019 2) Geotechnical Investigation, prepared by Golder Associates Ltd., Report No. 1523044-1000, dated December 2016 3) Technical Memorandum, Desktop Hydrogeological Assessment, Proposed Residential Development, Burnett Lands, prepared by Golder Associates, Project No. 1523044/7000, dated November 4, 2016 4) Noise Impact Feasibility Report, prepared by Novatech, Ref. No. R-2016-174, Revised May 23, 2018 5) Environmental Impact Statement, prepared by Golder, Report No. 1523044, dated July 2018 6) Phase I Environmental Site Assessment, prepared by Golder Associates, Report No. 1523044-2000, dated December 2016 7) Updated Phase I Environmental Site Assessment, prepared by Golder, Report No. 1523044-8000, dated June 2018 8) Planning Rationale and Integrated Environmental Review, prepared by Novatech, Ref. No. R-2016-177, Revised January 29, 2018 9) Community Transportation Study/Transportation Impact Study, prepared by Novatech, Ref. No. R-2016-008, dated December 9, 2016 10) Draft Plan of Subdivision, prepared by Annis, O'Sullivan, Vollebakk Ltd., Revision F2 D7, dated October 28, 2019 11) General Plan of Services, prepared by Novatech, Drawing No. 111117-GP1, Revision 3, dated May 2019 12) General Plan of Services, prepared by Novatech, Drawing No. 111117-GP2, Revision 3, dated May 2019 13) General Plan of Services, prepared by Novatech, Drawing No. 111117-GP3, Revision 3, dated May 2019 14) Grading Plan, prepared by Novatech, Drawing No. 111117-GR1, Revision 3, dated May 2019 15) Grading Plan, prepared by Novatech, Drawing No. 111117-GR2, Revision 3, dated May 2019 16) Grading Plan, prepared by Novatech, Drawing No. 111117-GR3, Revision 3, dated May 2019 17) Sanitary Drainage Area Plan, prepared by Novatech, Drawing No. 111117-SAN1, Revision 4, dated May 2019 18) Storm Drainage Area Plan, prepared by Novatech, Drawing No. 111117-STM, Revision 4, dated May 2019 <p>Subject to the conditions below, these plans and reports may require updating and/or additional details prior to final approval.</p>	
2.	<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.</p>	<u>Clearing Agency</u>
	<u>General</u>	
3.	G1 Prior to the issuance of a Commence Work Notification, the Owner shall obtain such permits as may be required from Municipal or Provincial	OTTAWA Planning

		authorities and shall file copies thereof with the General Manager, Planning, Infrastructure and Economic Development Department.	
4.	G2	<p>Prior to commencing construction, the Owner shall enter into a subdivision agreement with the City. The subdivision agreement shall, among other matters, require that the Owner post securities in a format approved by the City Solicitor, in an amount of 100% of the estimated cost of all works, save and except non-municipal buildings.</p> <p>The aforementioned security for site works shall be for works on both private and public property and shall include, but not be limited to, lot grading and drainage, landscaping and driveways, roads and road works, road drainage, underground infrastructure and services (storm, sanitary, watermains), streetlights, stormwater management works and park works.</p> <p>The amount secured by the City shall be determined by the General Manager, Planning, Infrastructure and Economic Development Department, based on current City tender costs, which costs shall be reviewed and adjusted annually. Securities for on-site works may be at a reduced rate (i.e. 50%), 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 and a 4% park review and inspection fee as noted herein and in accordance with the City's Planning Fees By-laws, as amended.</p>	OTTAWA Planning
5.	G3	The Owner acknowledges and agrees that any residential blocks for street-oriented dwelling units on the final Plan shall be configured to ensure that there will be no more than 25 units per block.	OTTAWA Planning
6.	G4	The Owner acknowledges and agrees that driveways for ground oriented attached units shall be paired wherever possible to maximize on-street parking and street tree planting opportunities.	OTTAWA Planning
7.	G5	<p>The Owner acknowledges and agrees that any person who, prior to the draft plan approval, entered into a purchase and sale agreement with respect to lots or blocks created by this Subdivision, shall be permitted to withdraw from such agreement without penalty and with full refund of any deposit paid, up until the acknowledgement noted above has been executed.</p> <p>The Owner agrees to provide to the General Manager, Planning, Infrastructure and Economic Development Department an acknowledgement from those purchasers who signed a purchase and sale agreement before this Subdivision was draft approved, that the Subdivision had not received draft approval by the City. The Owner agrees that the purchase and sale agreements signed prior to draft approval shall be amended to contain a clause to notify purchasers of this fact, and to include any special warning clauses, such as but not limited to Noise Warnings and easements.</p>	OTTAWA Legal
8.	G6	All prospective purchasers shall be informed through a clause in the agreements of purchase and sale of the presence of lightweight fill on the lands, and that the presence of such lightweight fill may result in specific restrictions on landscaping, pools, additions, decks and fencing	OTTAWA Legal
9.	G7	The Owner, or his agents, shall not commence or permit the commencement of any site related works until such time as a pre-construction meeting has been held with Planning, Infrastructure and Economic Development Department staff and until the City issues a Commence Work Notification.	OTTAWA Planning
		<u>Zoning</u>	

10.	Z1	The Owner agrees that prior to registration of the Plan of Subdivision, the Owner shall ensure that the proposed Plan of Subdivision shall conform with a Zoning By-law approved under the requirements of the <i>Planning Act</i> , with all possibility of appeal to the Ontario Municipal Board exhausted.	OTTAWA Planning
11.	Z2	The Owner undertakes and agrees that prior to the registration of the Plan of Subdivision, the Owner shall deliver to the City a certificate executed by an Ontario Land Surveyor showing that the area and lot width of all lots and blocks within the Subdivision are in accordance with the applicable Zoning By-law.	OTTAWA Planning
		<u>Roadway Modifications</u>	
12.	RM 1	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
13.	RM 2	The Owner agrees to provide a Development Information Form and Geometric Plan indicating: <p style="margin-left: 40px;">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> <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 Transp Plg
14.	RM 4	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 Transp Plg
15.	RM 7	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>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

		<u>Highways/Roads</u>	
16.	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
17.	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
18.	HR3	The Owner shall provide for temporary turnarounds for all streets terminating at the edge of any phase of development, prior to registration of the Plan. The Owner agrees that it will convey to the City at no cost any temporary easements that may be required in order to establish the temporary turnarounds. For any portion of the temporary turn-around easements that do not form part of the permanent road allowance, the easements shall be released at the expense of the Owner when the easements are no longer required by the City.	OTTAWA Planning
19.	HR4	Any dead ends and/or open spaces of road allowances created by this plan of subdivision may be terminated in 0.3 metre reserves.	OTTAWA Planning Legal
20.	HR6	The Owner agrees to provide a construction traffic management plan for the subdivision prior to the earlier of registration of the Agreement or early servicing. Such plan shall be to the satisfaction of the General Manager, Planning, Infrastructure and Economic Development Department.	OTTAWA Planning
21.	HR7	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
22.	HR8	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
23.	HR9	The Owner acknowledges and agrees that all proposed deviations from approved road cross sections are to be approved by the City of Ottawa prior to the registration of the subdivision. The following shall be provided to the General Manager, Planning, Infrastructure and Economic Development: <ul style="list-style-type: none"> • The proposed deviations shall be justified in the form of a Deviation Report submitted for circulation, review and approval by the City's Quality Assurance and Standards Unit and • To provide confirmation from all impacted utilities of their approval for the cross section of Street 1. 	OTTAWA Planning Utilities
		<u>Public Transit</u>	
24.	PT1	The Owner shall design and construct, at its expense, Street 1, Street 6 (Jockvale Road) which has been identified as a transit service route, 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, subject to review through the composite utility plan, to the specifications of the General Manager, Planning, Infrastructure and Economic Development Department. The locations for transit passenger standing area(s) and shelter pad(s) are to be to the satisfaction of Transit Services.	OTTAWA Planning Transit

		<p>Permanent bus stops shall be provided at the following locations:</p> <ul style="list-style-type: none"> • Street 6, north side of Blocks 20 and 22 • Street 6, south side of Block 16 • Street 6, north side of Block 28 and 29 <p>Temporary bus stops shall be provided at the following locations:</p> <ul style="list-style-type: none"> • Street 1, north side of Block 11 • North side of Street 1 opposite of Block 9 • Street 1, north side of Block 7 	
25.	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
26.	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
27.	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
28.	PT5	The Owner agrees to implement a Transit Service Strategy in accordance with the Official Plan. The Owner, together with the City, will determine the method and means by which the developments, as well as adjacent areas, can be efficiently and effectively serviced by transit. The Owner shall enter into an agreement with the Transit Services Branch, prior to the registration of the subdivision, to outline the provision of interim bus service. Said agreement shall include, but not be limited to, the following: establishment of routes and stops and levels of service and provision and maintenance of stops and turnarounds. The agreement may include: funding and cost-sharing arrangements and timing and triggers for the transfer of responsibility to City.	OTTAWA Transit
		<u>Geotechnical</u>	
29.	GT1	<p>Where applicable, the Owner covenants and agrees that the following clause shall be incorporated into all agreements of purchase and sale, and registered separately against the title:</p> <p>“The Owner acknowledges that special soils conditions exist on this lot which will require:</p> <ol style="list-style-type: none"> 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 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</p>	OTTAWA Planning

		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.	
30.	GT2	<p>The Owner shall submit a geotechnical report prepared in accordance with the City's Geotechnical Investigation and Reporting Guidelines and/or Slope Stability Guidelines for Development Applications by a geotechnical engineer or geoscientist, licensed in the Province of Ontario, containing detailed information on applicable geotechnical matters and recommendations to the satisfaction of the General Manager, Planning, Infrastructure and Economic Development which include, but are not limited to:</p> <ul style="list-style-type: none"> a) existing sub-surface soils, groundwater conditions; b) slope stability (including an assessment during seismic loading) and erosion protection, in addition to any building construction requirements adjacent to unstable slope; c) clearly indicate orientation of any cross-sections used in slope stability analysis and location of center of the slip circle; d) grade raise restrictions on the site and, if appropriate, the impacts this will have on the slope stability; e) design and construction of underground services to the building, including differential settlement near any buildings or structures; f) design and construction of roadway, fire routes and parking lots; g) design and construction of retaining walls and/or slope protection; h) design and construction of engineered fill; i) design and construction of building foundations; j) site dewatering; k) design and construction of swimming pools; l) design and construction of park blocks for its intended uses; and m) in areas of sensitive marine clay soils: 	OTTAWA Planning
31.	GT3	<ul style="list-style-type: none"> a) The Owner agrees to any restrictions to landscaping, in particular the type and size of trees and the proximity of these to structures/buildings due to the presence of sensitive marine clay soils, as per the City's Tree Planting in Sensitive Marine Clay Soils – 2017 Guidelines. b) The Owner agrees to provide the following tests, data, and information prior to zoning approval , in order to determine the sensitivity of the clay soils and how it will impact street tree planting and potentially front yard setbacks: <ul style="list-style-type: none"> i. Shear Vane analysis including remolded values per ASTM D2573. ii. Atterberg Limit testing per ASTM D4318; With the following data clearly identified, Natural water content (W), Plastic Limit (PL), Plasticity Index (PI), Liquidity Index (LI), and Activity (A). iii. Shrinkage Limit testing per ASTM D4943 with Shrinkage Limit (SL). iv. A separate section within the geotechnical report on sensitive marine clay soils, which will include a signed letter and corresponding map that confirms the locations of low, medium or high sensitivity clay soils, as determined by the above tests and data. v. The report identifies that foundation walls are to be reinforced at least nominally, with a minimum of two upper and two lower 15M (rebar size) bars in the foundation wall. c) In locations where all six conditions in the Tree Planting in Sensitive Marine Clay Soils – 2017 Guidelines cannot be met (e.g. if soils are generally >40% plasticity) the 2005 Clay Soils Policy will apply, meaning only small, low-water demand trees can be planted at a minimum separation distance of 7.5m from a building foundation. In these cases, the Zoning By-law will be used to ensure sufficient front yard setbacks to accommodate street trees in the right-of-way. For example, if street trees 	OTTAWA Planning

		are planted in the right-of-way at a distance of 2m from the front lot line, then the minimum front yard setback would be 5.5m (7.5m – 2m).	
32.	GT4	In areas of sensitive marine clay, the Owner agrees that, prior to registration, to prepare an information package for homeowners regarding tree planting and watering, in accordance with the supporting geotechnical report. This information must be approved by Forestry Services prior to circulation to homeowners.	OTTAWA Forestry
		<u>Pathways, Sidewalks, Walkways, Fencing, and Noise Barriers</u>	
33.	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
34.	S2	<p>The Owner agrees to design and construct 1.8 metre wide sidewalks at the following locations:</p> <ul style="list-style-type: none"> • East side of Street 3 - including a connection to the Block 30 multi-use pathway. • South side of Street 1 • East Side of Street 2 • South side of Jockvale Road (Street 6) • North side of Jockvale Road (Street 6) • West side of Street 4 – including a connection to the Block 30 multi-use pathway • East side of Street 4, abutting Block 24, including a connection to Block 25 • West side of Street 5 • East side of Street 7 • South side of Street 8 <p>The Owner agrees to design and construct 3 metre wide multi-use pathway at the following locations:</p> <ul style="list-style-type: none"> • Southern perimeter of Street No. 3 • Within Block 30 • Southern perimeter of Street No. 4 within Block 25 	OTTAWA Planning
35.	S3	The Owner agrees to design and construct 1.8 metre wood privacy fences in accordance with the Fence By-law at the north side of Block 12 and the south side of Block 15.	OTTAWA Planning
36.	S4	<p>a) The Owner agrees to design and erect at no cost to the City, noise attenuation barriers in accordance with City specifications at the following locations:</p> <ul style="list-style-type: none"> • A 2.2 metre barrier(s) to be constructed in the north corner side yards of Blocks 5, 26, 27, 28, 29; • A 2.2 metre barrier(s) to be constructed in the south corner side yards of Blocks 8, 9, 10 and 15; • A 2.5 metre barrier(s) to be constructed in the north corner side yards of Blocks 7, 9 and 10; • A 3.1metre barrier(s) to be constructed on the south side of Block 15; and • A 3.3 metre barrier to be constructed on the north side of Block 12. <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</p>	OTTAWA Planning

		the fence shall be verified by an Ontario Land Surveyor, prior to the release of securities for the noise attenuation barrier.	
37.	S5	<p>The Owner shall insert a clause in each agreement of purchase and sale and Deed for lands which fences have been constructed stating that:</p> <p>“Purchasers are advised that they must maintain all fences in good repair, including those as constructed by Claridge (South Nepean) Homes Inc. 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
38.		The Owner agrees to design and construct 1.8 metre black chain-link fence, a minimum of 0.15 metres inside this block, in accordance with the Fence By-law along the following locations: northern boundary of Block 25 and Block 30.	OTTAWA Planning
		<u>Landscaping/Streetscaping</u>	
39.	LS1	<p>The Owner agrees, prior to registration or early servicing to have a landscape plan(s) for the draft plan of subdivision prepared by a Landscape Architect, in accordance with the recommendations contained in the geotechnical report(s), the Tree Conservation Report, and/or the Environmental Impact Statement (if appropriate).</p> <p>The landscape plan(s) shall include detailed planting locations, plant lists which include species, plant form and sizes, details of planting methods, pathway widths and materials, access points, fencing requirements and fencing materials, other landscape features and gateway features where required.</p> <p>The Owner agrees to implement the approved landscape plan(s) and bear all costs and responsibility for the preparation and implementation of the plan(s).</p> <p>The Owner agrees that where 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 and</p>	OTTAWA Planning Forestry
40.	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 it has been developed as per the geotechnical report dated December 2016, prepared by Golder Associates, 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>	

41.	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
42.	TC2	The Owner agrees to maintain the tree protection measures until construction is complete and/or the City has provided written permission to remove them.	OTTAWA Planning
		Parks	
43.	P1	In accordance with the <i>Planning Act</i> and the City of Ottawa Parkland Dedication By-law, the Owner shall provide cash-in-lieu of parkland on the subject lands within Ward (3), such value of the land to be determined by the City's Realty Services Branch. The Applicant shall bear the cost of any appraisal costs incurred by the City, all to the satisfaction of the General Manager, Recreation, Cultural and Facility Services Department.	OTTAWA Parks
44.	P2	<p>The Owner covenants and agrees that the parkland dedication requirement has been calculated at a rate of 5% of the gross land area, for residential purposes, in accordance with the South Nepean Town Centre Secondary Plan.</p> <p>With respect to the above calculation method, the Owner covenants and agrees that 0.529 hectares of parkland dedication is required as shown below:</p> <p>11.058 hectares = total gross area of lands being developed x 5% parkland dedication requirement = 0.529 hectares parkland dedication owed</p> <p>All to the satisfaction of the General Manager, Recreation, Cultural and Facility Services Department.</p> <p>The Owner acknowledges and agrees to provide Park Development Funding, as related the amount of Parkland Dedication owing, and as determined using the rate, as indexed, at the time of Registration of this subdivision, to the Landowner's Agreement for Parks for the South Nepean Town Centre Secondary Plan area, as per OPA 159.</p>	OTTAWA Planning Parks
45.	P19	The Owner acknowledges and agrees that where multiple parks are to be developed within the South Nepean Town Centre Community Design Plan area or a draft plan of subdivision with multiple land-owners, the land-owners will enter into a cost sharing agreement to cover the cost of the development of the parks as per the direction of OPA 159. No approvals will be given on a plan of subdivision until a cost sharing agreement regarding the development of parkland within the development area has been entered into and submitted to the City. All to the satisfaction of the General Manager, Recreation, Cultural and Facility Services and the General Manager, Planning, Infrastructure and Economic Development.	OTTAWA Parks
46.		The Owner acknowledges and agrees to contribute Park Development Funding, to the South Nepean Town Centre Landowner's Agreement for Parks (as per Official Plan Amendment 159) in accordance with the rate per hectare and indexing rate utilized for park development by the City at the	

	<p>time of registration of each phase of development, to the satisfaction of the General Manager, Recreation, Cultural and Facility Services.</p> <p>Until such time, the Owner will post and the City will hold the amount owed, being 0.529 hectares x park development rate at the time of registration as a line of credit against the payment commitment. The Line of credit will be released by the City at the earliest occurrence of:</p> <ul style="list-style-type: none"> • The owner making the payment to the Landowners group, or • The owner making payment to the City. <p>The City reserves the right to cash in the Line of Credit if the Owner has not made the payment to the Landowners group prior to registration of another Plan of Subdivision by any party within the South Nepean Town Centre.</p>	
	Environmental Constraints	
47.	<p>Prior to the registration, or the making of an application for a Ministry of Environment Conservation and Parks, Environmental Compliance Approval, for any stormwater works, whichever event first occurs, the Owner shall prepare a Stormwater Site Management Plan in accordance with a Conceptual Stormwater Site Management Plan. The Stormwater Site Management Plan shall identify the sequence of its implementation in relation to the construction of the subdivision and shall be to the satisfaction of the General Manager, Planning and Growth Management and the Rideau Valley Conservation Authority</p>	OTTAWA Planning RVCA
48.	<p>The Owner acknowledges that the Jock River and its associated 1:100 year event floodplain are subject to the Rideau 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 and associated floodplain. Any application received in this regard will be assessed within the context of approved policies for the administration of the regulation.</p>	OTTAWA Planning RVCA
49.	<p>Prior to the removal of any cavity tree on site, the cavities must be manually inspected for the presence of bats or evidence of previous bat maternal roosts. Trees with bats or evidence of previous maternal bats roosts may not be removed until after breeding season. Any bats present must be removed and relocated by a qualified wildlife professional in accordance with the requirements and guidance of the Ministry of Natural Resources and Forestry. If any endangered or threatened bat species are found, the applicant must comply with the requirements of the Endangered Species Act 2007. A demonstration of compliance must be provided to the responsible City of Ottawa Planning Forester prior to removal of the subject tree[s].</p>	OTTAWA Planning
50.	<p>Silt fencing on the site should be installed prior to May 1st, in order to prevent entry to the site by nesting turtles.</p>	OTTAWA Planning
51.	<p>Any site preparation activities between May 1st and October 15th, must be immediately preceded by a visual survey by a qualified biologist for turtles. Any turtles within the work area must be re-located to the nearest area of suitable habitat.</p>	OTTAWA Planning
	<u>Schools</u>	

52.	SC1	<p>The Owner shall include in all Agreements of Purchase and Sale the following clause:</p> <p>Prospective purchasers are informed that school accommodation pressures exist in the Ottawa-Carleton District School Board schools designated to serve this development which are currently being addressed by the utilization of portable classrooms and/or by directing students to schools outside their community.</p>	OCDSB
53.		<p>For information purposes only, the Owner agrees to provide the Ottawa Catholic School Board the final subdivision configuration for 3370 Greenbank Road, as it relates to the St. Joseph Catholic High School located at 3333 Greenbank Road.</p>	OCSB
		<u>Archaeology</u>	
54.	AR C1	<p>Where the Owner is required to undertake an archaeological assessment:</p> <ol 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>	
55.	SW 1	<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
56.	SW 2	<p>(a) Prior to the commencement of construction of any phase of this Subdivision (roads, utilities, any off site work, etc.) the Owner shall:</p> <ol style="list-style-type: none"> i. have a Stormwater Management Plan and an Erosion and Sediment Control Plan prepared by a Professional Engineer in accordance with current best management practices; ii. (if appropriate) provide all digital models and modelling analysis in an acceptable format; iii. have said plans approved by the General Manager, Planning, Infrastructure and Economic Development Department, and iv. provide certification through a Professional Engineer licensed in the province of Ontario that the plans have been implemented. <p>(b) All submissions and any changes made to the Plan shall be submitted to the satisfaction to the City and the Rideau Valley Conservation Authority.</p>	OTTAWA Planning CA

		(c) The Owner shall implement an inspection and monitoring plan to maintain erosion control measures.	
57.	SW 3	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
58.	SW 5	The Owner agrees to design and construct, as part of the stormwater management infrastructure, at no cost to the City, an overland flow route for major system conveyance to the Jock River to the satisfaction of the City.	OTTAWA Planning
59.	SW 6	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
60.	SW 7	The Owner covenants and agrees that the following clause shall be incorporated into all agreements of purchase and sale for the whole, or any part, of a lot or block on the Plan of Subdivision, and registered separately against the title: “The Owner acknowledges that some of the rear yards within this subdivision are used for on-site storage of infrequent storm events. Pool installation and/or grading alterations and/or coach houses on some of the lots may not be permitted and/or revisions to the approved Subdivision Stormwater Management Plan Report may be required to study the possibility of modification on any individual lot. The Owner must obtain approval of the General Manager, Planning, Infrastructure and Economic Development Department of the City of Ottawa prior to undertaking any grading alterations.”	OTTAWA Legal
61.		The Owner acknowledges and agrees that: <ul style="list-style-type: none"> • The Burnett Municipal Drain currently flows through the owner’s property, and; • That the Burnett Municipal Drain is governed by the Drainage Act, and; • An approval of a petition for any modifications to the drain, must be obtained under the <i>Drainage Act</i> prior to submitting an application for a Ministry of Environment Conservation and Parks Environmental Compliance Approval and prior to a commence work notification. • That if the Burnett Municipal drain is decommissioned between Block 30 and the Jock River then the Owner shall provide an easement over the remaining watercourse to accommodate the proposed major system outlet from Block 30. 	OTTAWA Planning CA
62.		The Owner acknowledges and agrees to provide Block 31, at no cost, to the City for the required stormwater outlet to the Kennedy Burnett pond overflow ditch.	OTTAWA Planning CA
63.		The Owner acknowledges and agrees to provide a temporary access easement, at no cost, to the City to accommodate the construction of the required stormwater outlet and Kennedy Burnett pond. The Owner shall enter into a Temporary Occupancy Agreement for said easement.	OTTAWA Planning CA
		<u>Sanitary Services</u>	
64.	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

		<u>Water Services</u>	
65.	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
66.	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
67.	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
68.	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
69.	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
70.	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 an 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
71.		<p>Hydrogeological Baseline Water Quality Sampling Program</p> <p>a) Prior to early servicing or registration, whichever is earlier, the Owner shall submit a Hydrogeological Baseline Water Quality Sampling Program, for review and approval by the General Manager, Planning, Infrastructure and Economic Development, in accordance with the recommendations of the Desktop Hydrogeological Assessment, Proposed Residential Development, Burnett Lands, prepared by Golder Associates, dated November 24, 2016. Prior to contacting the residents, the pre-survey letter is to be reviewed and approved by the General Manager, Planning, Infrastructure and Economic Development.</p> <p>b) The Owner acknowledges and agrees that the Hydrogeological Baseline Water Quality Sampling Program will apply to all properties that are either wholly or partially within 100m boundary as recommended by the Desktop Hydrogeological Assessment mentioned above. All properties within this designated boundary are to be sampled. Any exception will require a thorough rationale documenting why the property could not be sampled.</p>	
72.		In Case of a Complaint	

		<p>In the case of a complaint filed with the City with respect to impact on domestic water supply by a residence identified in the Hydrogeological Baseline Water Quality Sampling Program, unless otherwise indicated in writing to the City, the Owner shall provide temporary water supply within twelve (12) hours of a legitimate complaint. The Owner shall retain a hydrogeologist to investigate the cause of the problem and shall submit a report within fifteen (15) working days of the complaint to the General Manager, Planning, Infrastructure and Economic Development for review. Should the General Manager, Planning, Infrastructure and Economic Development determine that the cause of the problem is the subdivision, the Owner shall provide the residence with a permanent water supply in a timely manner and with equivalent or better quality and quantity, consisting of either:</p> <ol style="list-style-type: none"> a) A new well, complete with a pump, piping and all appurtenances required to provide potable water to the house, including abandonment of the existing well; or b) If possible, connection to municipal water, including all associated costs to bring the service to the house, including abandonment of the existing well. <p>The temporary water supply shall remain in place until the permanent water supply has been provided or the City has determined that the Owner is not responsible.</p>	
		<u>Serviced Lands</u>	
73.	SL1	<p>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:</p> <ol 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
74.	SL2	<p>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.</p>	OTTAWA Planning
75.	SL3	<p>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.</p>	OTTAWA Planning
76.	SL4	<p>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.</p>	OTTAWA Planning
77.		<p>The Owner acknowledges and agrees to enter into a cost sharing agreement with neighbouring land Owners for any infrastructure or works which may be necessary to service any of the proposed developments. The Owner acknowledges that this shall include such things but not be</p>	OTTAWA Planning

		limited to all infrastructure works and streets which may be required ahead of a development application on neighbouring lands. Such cost sharing agreement shall be provided to the City prior to registration.	
		<u>Utilities</u>	
78.	U1	The Owner is hereby advised that prior to commencing any work within the Draft Plan, the Owner must confirm that sufficient wire-line communication /telecommunication infrastructure is currently available to the proposed development to provide communication/telecommunication service to the proposed development. In the event that such infrastructure is not available, the Owner is hereby advised that the Owner shall ensure, at no cost to the City, the connection to and/or extension of the existing communication / telecommunication infrastructure. The Owner shall be required to demonstrate 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
79.		The Owner shall indicate in the Agreement, in words satisfactory to Bell Canada, that it will grant to Bell Canada any easements that may be required, which may include a blanket easement, for communication/telecommunication infrastructure. In the event of any conflict with existing Bell Canada facilities or easements, the Owner shall be responsible for the relocation of such facilities or easements.	Bell
80.		The Owner shall contact Bell Canada during detailed design to confirm the provisions of communication/telecommunication infrastructure needed to service the development.	Bell
81.		The Owner acknowledges that if any future development include plans for multi-unit buildings with a common indoor entrance, the developer must supply, install and maintain the mail delivery equipment within these buildings to Canada Post's specifications.	Canada Post
82.		The Owner shall, prior to offering any units for sale, display a map in the sales office in a place readily accessible to potential homeowners that indicates the location of all Community Mail Boxes within the development, as approved by Canada Post.	Canada Post
83.		The Owner shall consult with Canada Post to determine suitable permanent locations for Community Mail Boxes and illustrate these locations on approved utility and/or servicing plans.	Canada Post
84.		The Owner acknowledges and agrees to include in all offers of purchase and sale agreements advising purchasers that mail will be delivered via Community Mail Box. The developer shall further notify all future purchasers of locations of all Community Mail Boxes and to notify affected homeowners of any established easements granted to Canada Post to permit access to the Community Mail Box.	Canada Post
85.		The developer will provide a suitable and safe temporary site for a Community Mail Box until curbs, sidewalks and final grading are completed at the permanent Community Mail Box locations. Canada Post will provide mail delivery to new residents as soon as the homes are occupied	Canada Post
86.		The developer agrees to provide the following for each Community Mail Box site and to include these requirements on the appropriate servicing plans: <ul style="list-style-type: none"> • Any required walkway across the boulevard, per municipal standards • Any required curb depressions for wheelchair access, with an opening of at least two meters (consult Canada Post for detailed specifications) 	Canada Post
87.		The Owner acknowledges of being advised that there is limited capacity to service the proposed development(s) at this time. The Owner may be responsible for a Capital Contribution payment(s) towards a distribution	Hydro Ottawa

	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.	
88.	The Owner acknowledges and agrees to contact Hydro Ottawa if the electrical servicing of the site is to change in location or in size. The load summary is to be provided for the technical evaluation.	Hydro Ottawa
89.	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
90.	The Owner acknowledges and agrees that all underground work to service the subdivision is to be coordinated together with Hydro Ottawa and that at least 14 weeks are required from receipt of the Owner's deposit to start the material purchase and scheduling.	Hydro Ottawa
91.	The Owner acknowledges and agrees to apply Hydro Ottawa's standards and City approved road cross-section standards for public roads.	Hydro Ottawa
92.	The Owner acknowledges and agrees to pre-consult with Hydro Ottawa before the approval of any proposed reduction of the City of Ottawa three meter (3m) minimum standard setback prior to designing the electrical servicing. Any reduction may affect the electrical servicing design timeline for installation and cost. This includes any proposed overhang encroachment into the three metre (3m) setback space.	Hydro Ottawa
93.	The Owner acknowledges and agrees that 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. Requests to modify this standard design, such as underground distribution, will be at the Owner's cost.	Hydro Ottawa
94.	The Owner acknowledges and agrees to consult with Hydro Ottawa before completing the composite utility plan where any four party trench is proposed.	Hydro Ottawa
95.	The Owner acknowledges and agrees to convey, at their cost, all required easements as determined by Hydro Ottawa.	Hydro Ottawa
96.	The Owner acknowledges and agrees to being responsible for all costs for feasible relocations, protection or encasement of any existing Hydro Ottawa plant.	Hydro Ottawa
97.	The Owner acknowledges and agrees to enter into an Installation and Service agreement with Hydro Ottawa.	Hydro Ottawa
98.	The Owner acknowledges and agrees to comply with Hydro Ottawa's Conditions of Service and thus will consult with Hydro Ottawa for servicing terms. The Owner shall also consult with Hydro Ottawa prior to commencing engineering designs to ensure compliance with the Conditions of Service.	Hydro Ottawa
99.	The Owner acknowledges and agrees to contact Enbridge Gas Distribution's Customer Connections department service and meter installation details and	Enbridge

		to ensure all gas piping is installed prior to the commencement of site landscaping (including, but not limited to: tree planting, silva cells, and/or soil trenches) and/or asphalt paving.	
100.		The Owner acknowledges and agrees that if the gas main needs to be relocated as a result of changes in the alignment or grade of the future road allowances or for temporary gas pipe installations pertaining to phase construction, all costs are the responsibility of the applicant.	Enbridge
101.		The Owner acknowledges and agrees that in the event that easement(s) are required to service this development, the applicant will provide the easement(s) to Enbridge Gas Distribution at no cost.	Enbridge
102.		The Owner acknowledges and agrees to grade all road allowances to as close to final elevation as possible, provide necessary field survey information and all approved municipal road cross sections, identifying all utility locations prior to the installation of the gas piping.	Enbridge
103.		The Owner acknowledges and agrees Enbridge Gas Distribution reserves the right to amend or remove development conditions.	Enbridge
		<u>Fire Services</u>	
104.	FUS 1	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
105.	FUS 4	The Owner acknowledges and agrees that it shall, in the case of insufficient fire flow availability or excessive water age and loss of water disinfectant residual, provide active fire protection options such as sprinkler systems, two-hour firewalls or fire breaks that compartmentalize the structures into separate fire areas, as may be required, to limit the sizing of crescent, dead-end, and other distribution mains to a nominal size of no more than 200mm. All are to be determined by and to the satisfaction of the General Manager of Planning, Infrastructure and Economic Development Department.	OTTAWA Planning
		<u>Noise Attenuation</u>	
106.	N1	<p>The Owner shall have a detailed 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

107.	N2	Where structural mitigation measures are required as a result of the Noise Assessment Study, the Owner shall provide, prior to final building inspection, certification to the General Manager, Planning, Infrastructure and Economic Development Department, through a Professional Engineer, that the noise control measures have been implemented in accordance with the approved study.	OTTAWA Planning
108.	N4	<p>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, as deemed necessary through the detailed noise study:</p> <p><u>Type 1</u> “Purchasers/tenants are advised that sound levels due to increasing road traffic may occasionally interfere with some outdoor activities as the sound levels may exceed the sound level limits of the City and Ministry of the Environment.”</p> <p>“To help address the need for sound attenuation this development has been designed so as to provide an outdoor amenity area and indoor environment that is within provincial guidelines. Measures for sound attenuation include:</p> <ul style="list-style-type: none"> • An acoustic barrier” <p>“To ensure that provincial sound level limits are not exceeded it is important to maintain sound attenuation features.”</p> <p>“The acoustic barrier shall be maintained and kept in good repair by the property owner. Any maintenance, repair or replacement is the responsibility of the owner and shall be with the same material or to the same standards, having the same colour, appearance and function of the original.”</p> <p><u>Type 2</u> “Purchasers/tenants are advised that despite the inclusion of noise control features in the development and within the building units, sound levels due to increasing road/rail/Light Rail/transitway traffic may, on occasion, interfere with some activities of the dwelling occupants as the sound levels exceed the sound level limits of the City and the Ministry of the Environment by up to 5 dBA.”</p> <p>“To help address the need for sound attenuation this development has been designed so as to provide an outdoor amenity area and indoor environment that is within provincial guidelines. Measures for sound attenuation include:</p> <ul style="list-style-type: none"> • An acoustic barrier” <p>“To ensure that provincial sound level limits are not exceeded it is important to maintain sound attenuation features.”</p> <p>“The acoustic barrier shall be maintained and kept in good repair by the property owner. Any maintenance, repair or replacement is the responsibility of the owner and shall be with the same material or to the same standards, having the same colour, appearance and function of the original.”</p> <p><u>Type 3</u> “Purchasers/tenants are advised that sound levels due to increasing road traffic may occasionally interfere with some outdoor activities as the sound levels may exceed the sound level limits of the City and Ministry of the Environment.”</p> <p>“To help address the need for sound attenuation this development has been designed so as to provide an outdoor amenity area and indoor environment</p>	OTTAWA Planning

		<p>that is within provincial guidelines. Measures for sound attenuation may include:</p> <ul style="list-style-type: none"> • Multi-pane glass • Double brick veneer” <p>“To ensure that provincial sound level limits are not exceeded it is important to maintain sound attenuation features.”</p> <p>“This dwelling unit has also been designed with the provision for adding central air conditioning at the occupant’s discretion. Installation of central air conditioning will allow windows and exterior doors to remain closed, thereby ensuring that the indoor sound levels are within the sound level limits of the City and the Ministry of the Environment”</p> <p><u>Type 4</u> “Purchasers/tenants are advised that sound levels due to increasing road traffic may occasionally interfere with some outdoor activities as the sound levels may exceed the sound level limits of the City and Ministry of the Environment.”</p> <p>“To help address the need for sound attenuation this development has been designed so as to provide an outdoor amenity area and indoor environment that is within provincial guidelines. Measures for sound attenuation may include:</p> <ul style="list-style-type: none"> • Multi-pane glass • Double brick veneer • High sound transmission class walls” <p>“To ensure that provincial sound level limits are not exceeded it is important to maintain sound attenuation features.”</p> <p>“This dwelling unit has also been supplied with a central air conditioning system and other measures which will allow windows and exterior doors to remain closed, thereby ensuring that the indoor sound levels are within the sound level limits of the City and the Ministry of the Environment”</p>	
		<u>Land Transfers</u>	
109.	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> <ol style="list-style-type: none"> Pathway, Walkway or Servicing Blocks – Blocks 25, 30 and 31 Greenbank Road embankments – Blocks 13, 14, 17, 18, 22 and 23 Open Space Block – 21 	OTTAWA Planning Legal
110.	LT2	<p>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.</p>	OTTAWA Planning Legal
		<u>Blasting</u>	
111.	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>	OTTAWA Planning

		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.	
		<u>Development Charges By-law</u>	
112.	DC1	The Owner acknowledges that some of the works of the Subdivision are eligible for development charges revenues pursuant to the City's applicable Development Charges By-law and background study, as well as budget approval by City Council where required. Such contributions are to be determined and agreed to by the City, prior to the commencement of the associated Works or as agreed to by the City. The Owner agrees to enter into any agreements that may be required pursuant to the applicable Development Charges By-law.	OTTAWA Planning Legal
113.	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
114.	DC3	The Owner acknowledges and agrees to enter into any front-ending agreements with the City of Ottawa for Greenbank Road Pedestrian Crossing that is 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
115.	DC4	<p>The Owner acknowledges that for building permits issued after January 15, 2010, payment of non-residential development charges, excluding development charges for institutional developments, may be calculated in two installments at the option of the Owner, such option to be exercised by the Owner at the time of the application for the building permit. The non-discounted portion of the development charge shall be paid at the time of issuance of the building permit and the discounted portion of the development charge shall be payable a maximum of two years from the date of issuance of the initial building permit subject to the following conditions:</p> <ul style="list-style-type: none"> a) a written acknowledgement from the Owner of the obligation to pay the discounted portion of the development charges; b) no reduction in the Letter of Credit below the amount of the outstanding discounted development charges; and c) indexing of the development charges in accordance with the provisions of the Development Charges By-law. <p>The Owner further acknowledges that Council may terminate the eligibility for this two-stage payment at any time without notice, including for the lands subject to this agreement and including for a building permit for which an application has been filed but not yet issued.</p> <p>For the purposes of this provision, "discounted portion" means the costs of eligible services, except fire, police and engineered services that are subject to 90% cost recovery of growth-related net capital costs for purposes of</p>	OTTAWA Planning Legal

		<p>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>	
116.	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
117.	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
118.	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
119.		<u>Closing Conditions</u>	
120.	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
121.	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
122.	C3	The owner shall pay any outstanding taxes owing to the City of Ottawa prior to registration.	OTTAWA Planning Revenue
123.	C4	The Owner covenants and agrees that should damage be caused to any of the Works in this Subdivision by any action or lack of any action whatsoever on its part, the General Manager, Planning, Infrastructure and Economic Development Department may serve notice to the Owner to have the damage repaired and if such notification is without effect for a period of two full days after such notice, the General Manager, Planning, Infrastructure and Economic Development Department may cause the damage to be repaired and shall recover the costs of the repair plus the Management Fees under Section 427, of the <i>Municipal Act, 2001</i> , like manner as municipal taxes.	OTTAWA Planning
124.	C5	Prior to registration of the Plan of Subdivision, the City is to be satisfied that conditions 1 to 123 have been fulfilled.	OTTAWA Planning
125.	C6	If the Plan(s) of Subdivision, including all phases within the draft approved plan of subdivision, has not been registered by JUNE 12, 2023 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