

MENU OF CONDITIONS
FOR DRAFT APPROVAL
CLARIDGE HOMES INC.
225 Cope Drive
DRAFT APPROVED DD/MM/YYYY

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The City of Ottawa's conditions applying to the draft approval of Claridge Homes Inc. Plan of Subdivision (File No. D07-16-18-0027), part of 225 Cope Drive are as follows:

This approval applies to the draft plan certified by Annis, O'Sullivan, Vollebakk Ltd., Ontario Land Surveyor, dated April 23, 2021, showing 47 Residential Lots, 5 streets, 18 residential blocks, 1 park block, 1 walkway block and 1 road widening block.

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

- 1) Site Servicing and Stormwater Management Report, prepared by Novatech Engineering, version 2, dated March 29, 2019.
- 2) Preliminary Grading Plan, prepared by Novatech Engineering, Revision 4, dated March 29, 2019
- 3) Noise Impact Feasibility Report, prepared by Novatech, Revision 3, prepared for Claridge Homes, dated October 17, 2019
- 4) Geotechnical Investigation, prepared by Paterson Group, Revision 1, dated April 2, 2019.
- 5) Transportation Impact Assessment, prepared by Novatech Engineering, Revision 2, dated March 2019.
- 6) Transportation Impact Assessment Addendum, prepared by Novatech Engineering, dated October 28, 2020.
- 7) Phase 1 ESA updated, prepared by Paterson Group, dated May 8, 2018.
- 8) Tree Conservation Report (Plan), prepared by Novatech Engineering, dated October 10, 2018.
- 9) Planning Rationale and Integrated Environmental Review, prepared by Novatech Engineering, version 1, dated October 10, 2018
- 10) Species at Risk Assessment, prepared by Muncaster Environmental Planning Inc., version 1, dated September 16, 2019.
- 11) Environmental Impact Statement – Update, prepared by Muncaster Environmental Planning Inc., version 1, dated July 26, 2018.
- 12) Environmental Impact Statement, prepared by Muncaster Environmental Planning Inc., version 1, dated September 28, 2015.

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

The Owner agrees, by entering into a Subdivision Agreement, to satisfy all **Clearing** terms, conditions and obligations, financial and otherwise, of the City of **Agency**¹ Ottawa, at the Owner's sole expense, all to the satisfaction of the City.

General

1. 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. Prior to commencing construction, the Owner shall enter into a subdivision agreement with the City. The subdivision agreement shall, among other matters, require that the Owner post securities in a format approved by the City Solicitor, in an amount of 100% of the estimated cost of all works, save and except non-municipal buildings. **OTTAWA Planning**

The aforementioned security for site works shall be for works on both private and public property and shall include, but not be limited to, lot grading and drainage, landscaping and driveways, roads and road works, road drainage, underground infrastructure and services (storm, sanitary, watermains), streetlights, stormwater management works and park works.

The amount secured by the City shall be determined by the General Manager, Planning, Infrastructure and Economic Development Department, based on current City tender costs, which costs shall be reviewed and adjusted annually. Securities for on-site works may be at a reduced rate subject to the approval of the General Manager, Planning, Infrastructure and Economic Development Department.

Engineering, Inspection and Review fees will be collected based on the estimated cost of the works (+HST) and a park review and inspection fee will be based on 4% (+HST) of the total value of the park works as noted herein and in accordance with the City's Fees By-law for planning applications (By-law No. 2018-24 or as amended).

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

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

any special warning clauses, such as but not limited to Noise Warnings and easements.

4. If lightweight fill is used throughout the development 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**
5. 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**

Zoning

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

Roadway Modifications

8. 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**
9. The Owner agrees to provide a Development Information Form and Geometric Plan indicating: **OTTAWA Planning Transpo Plg**
 - a) Road Signage and Pavement Marking for the subdivision;
 - b) Intersection control measure at new internal intersections; and
 - c) location of depressed curbs and TWSIs;

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

Highways/Roads

10. 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**
11. 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**
12. The Owner shall convey to the City, at no cost to the City, an unencumbered road widening along Terry Fox 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**
13. 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**
14. The Owner shall provide site triangles at the following locations on the final plan:
- | | |
|-------------------------------------|---------------------|
| • Local Road to Local Road: | 3 metres x 3 metres |
| • Local Road to Collector Road: | 5 metres x 5 metres |
| • Collector Road to Collector Road: | 5 metres x 5 metres |
| • Collector Road to Arterial Road | 5 metres x 5 metres |
- OTTAWA Planning Legal**
15. A 0.3 m reserve adjacent to the widened limit of Terry Fox Drive and Cope Drive shall be indicated on the plan submitted for registration and conveyed at no cost to the City. **OTTAWA Planning Legal**
16. 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**
17. 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**

18. 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**

19. 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**

Public Transit

20. 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 abutting Cope Drive and/or Terry Fox Drive at any time. **OTTAWA Planning**

Geotechnical

22. The Owner shall submit a geotechnical report prepared in accordance with the City's Geotechnical Investigation and Reporting Guidelines, as amended, and/or Slope Stability Guidelines, as amended, 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: **OTTAWA Planning**

- 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:

23. 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. **OTTAWA Planning**
- 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:
- 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 sensitivity (generally <40% plasticity) or high sensitivity clay soils (generally >40% plasticity), 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 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).
24. In areas of sensitive marine clay soils, 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**

25. The Owner acknowledges and agrees that the geotechnical report is to look at grade raise restrictions as it relates to proposed trees in sensitive clay soils. Geotechnical guideline requirements must be implemented. Refer to the Tree Planting in Sensitive Marine Clay Soils 2017 Guidelines. **OTTAWA Planning**

26. The Owner acknowledges and agrees that the geotechnical engineer shall further review the grade raise limitations and provide detailed recommendations dealing with, but not limited to, grade raise restrictions for this site and solutions for foundation designs. The Owner further agrees that it shall ensure full coordination with adjacent developments as it relates to grade raise restrictions and grading transitions. **OTTAWA Planning**

27. The Owner acknowledges and agrees that in areas of sensitive marine clay soils the geotechnical engineer shall provide supervision during construction of such Works including, but not limited to, retaining walls, streets, sewers and watermain throughout the development. The Owner further agrees that the geotechnical engineer shall certify that all underside of footings and lot grading is in conformity with the grade raise limitations and geotechnical recommendations for this development. **OTTAWA Planning**

Pathways, Sidewalks, Walkways, Fencing, Noise Barriers and Retaining Walls

28. 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**

29. The Owner shall construct a 6.0 metre wide asphalt pathways as well as fencing (black vinyl coated chain link) along the perimeter of the walkway blocks at the following locations: **OTTAWA Planning**

- within Block 68 on the draft plan and Block 62 on Plan 4M-1383

30. The Owner agrees to design and construct 1.8 metre wide sidewalks at the following locations: **OTTAWA Planning**

- East side of Street No. 1 from Cope Drive to and including frontage of Park Block 48
- North side of Street No. 1 from Terry Fox Drive to and including frontage of Park Block 48

31. The Owner agrees to connect all new pathways, sidewalks, walkways to the existing pathways, sidewalks, walkways located at the following locations: **OTTAWA Planning**

- Street No. 1 at Cope Drive
- Street No. 1 to Northgraves Crescent
- Block 68 on the draft plan to Block 62 on Plan 4M-1383

32. The Owner agrees to provide off-site works for Block 62 on Plan 4M-1383 including, but not limited to, grading, fencing and lighting. **OTTAWA Planning**

33. 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: **OTTAWA Planning**

- The rear property line of Lots 27 to 47 inclusive abutting Monahan Drain.

All chain link fencing that separate public lands and residential lots and blocks shall have a maximum opening (the diamond shape area) of no greater than 37 mm in order to comply with the applicable part of the "Pool Enclosure By-Law".

b) The Owner agrees that any vinyl-coated chain link fence required to be installed with the exception of parks fencing shall be located a minimum of 0.15 metres inside the property line of the private property.

34. 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: **OTTAWA Planning Parks**

- The side of Lot 47 abutting Block 48.

All chain link fencing that separate public lands and residential lots and blocks shall have a maximum opening (the diamond shape area) of no greater than 37 mm in order to comply with the applicable part of the "Pool Enclosure By-Law".

b) The Owner agrees that any vinyl-coated chain link fence required to be installed with the exception of parks fencing shall be located a minimum of 0.15 metres inside the property line of the park. Refer to Parks condition 61 for details.

35. 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: **OTTAWA Planning**

- Lots 37 and 38
- Lot 36 and Block 67
- Block 57
- Block 58
- Block 61

- 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 barriers.

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

“Purchasers are advised that they must maintain all fences in good repair, including those as constructed by Claridge 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”.

Landscaping/Streetscaping

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

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

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

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.

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

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

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:

- 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.

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).

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.

39. 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: **OTTAWA Planning**

- 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.
- 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.

- 40. The owner acknowledges and agrees to enhance the vegetation in the Monahan Drain upon being advised by the City of Ottawa that there is budget authority to complete such works and will be provided reimbursement accordingly. The design of the works shall be to the satisfaction of Manager of Planning, Infrastructure and Economic Development and the Rideau Valley Conservation Authority and will allow for maintenance of the Monahan Watercourse. The Owner also agrees that the channel Improvements will be coordinated with the dredging of the watercourse to re-establish proper profile. **OTTAWA Planning**
- 41. The Owner acknowledges and agrees to provide a summary report for monitoring to be submitted to the satisfaction of the RVCA for evaluation after one year from completion of planting. **RVCA**

Tree Conservation

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

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

Parks

- 43. In accordance with the *Planning Act* and the City of Ottawa Parkland Dedication By-law, the Owner shall convey Block 48 to the City for parkland purposes to the satisfaction of the General Manager, Recreation, Cultural and Facility Services Department. **OTTAWA Parks**

44. The Owner covenants and agrees that Block 48 will be conveyed to the City, at no cost, as dedicated parkland. The size and configuration of the park block on the Final Plan shall be to the satisfaction of the General Manager, Recreation, Cultural and Facility Services Department. **OTTAWA Parks**

The Owner covenants and agrees that the parkland dedication requirement has been calculated at a rate of one hectare per 300 units (residential >18units/ha), or such other rate as agreed to in writing to the satisfaction of the General Manager, Recreation, Cultural and Facility Services Department, based on the estimated number of 184 units for this subdivision for a parkland dedication requirement of 0.613 hectares. In the event that the number of units change, the required parkland dedication will also change.

45. The Owner acknowledges and agrees to design and construct the parkland, identified as Block 48, in accordance with City specifications and standards. The Owner further agrees to provide design plans and documents as detailed in the Park Development Manual 2ed edition 2017 (and as amended) for the park. The plans and documents will detail the designs, costs and amenities to be provided in each park. The expected cost of the design, construction, review and inspection of these parks will be in accordance with the rate per hectare and indexing rate utilized for park development by the City at the time of registration of each phase of development. **OTTAWA Parks**

The design plans and documents as well as the final budget for design, construction, review and inspection shall be subject to approval by the City, all to the satisfaction of the General Manager, Recreation, Cultural and Facility Services Department.

46. All Owner obligations associated with the Park Block must be completed to the satisfaction of the General Manager, Recreation, Cultural and Facility Services Department within two years of registration. **OTTAWA Parks**

The Owner further agrees that should the park block not be completed within two years of registration that the park development budget will be increased to reflect the rate, as established by Council applicable for developer built parks, for the year in which the park is to be constructed.

47. 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**

48. 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 the lands, or portion thereof encumbering the design and function of future Park Block 48 must be approved by the General Manager of Recreation, Culture and Facility Services Department, and will not form part of the *Planning Act* parkland dedication requirements. **OTTAWA Parks**

49. The Owner agrees the park block must be fully developable for its intended use based on a soils and geotechnical report. If any constraints to development of the park block are found the measures necessary to mitigate the constraints and to provide a subgrade suitable for the intended park uses as identified in the Facility Fit Plan, or if a Facility Fit Plan has not yet been prepared for intended park uses as identified by Parks planning staff, will be undertaken by the Owner. The Owner is solely responsible for the costs of any necessary mitigation measures in addition to the Park Budget. **OTTAWA Parks**

All of the aforementioned are to the satisfaction of the General Manager, Recreation, Cultural and Facility Services Department.

50. Once a Facility Fit Plan is submitted and after tree protection fencing has been installed accordingly, both as approved by the General Manager, Recreation, Cultural and Facility Services Department, the Owner may remove vegetation, trees and topsoil from the park to facilitate rough grading of the area. The City agrees that the Owner may stockpile the topsoil either on or off the park block. **OTTAWA Parks**

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.

51. The City acknowledges and agrees that the Owner may use the Park outside of the protected park areas for the stockpiling of materials or staging as needed. The Owner agrees to conduct the stockpiling of soils in accordance with the future excess soils regulation, as amended. **OTTAWA Parks**

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.

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 soils and geotechnical report by a qualified and licensed engineer or geoscientist will be submitted. The geotechnical report shall confirm that the subgrade is suitable for its intended use and that no contaminants have

been deposited on the parkland. The geotechnical report must indicate the level of soil compaction on the site and conform to City Standards, to the satisfaction of the General Manager, Recreation, Cultural and Facility Services Department.

The Owner agrees that any remediation required to the parkland as result of the owners use of the parkland will be at the Owner's expense and will be in addition to the estimated park budget calculated at the per hectare rate as indexed and such remediation work shall be completed to the satisfaction of the General Manager, Recreation, Cultural and Facility Services Department.

52. The Owner further agrees to prepare and submit upon registration, for approval all park plans and documents required as noted in the Park Development Manual 2017 based on the approved Facility Fit Plan, all to the satisfaction of the General Manager, Recreation, Cultural and Facility Services Department **OTTAWA Parks**

53. The Owner agrees that any fill imported to the future park block must be conducted in accordance with the future excess soils regulation, as amended. Documentation of the source and quality of the fill to be imported must be approved by a Qualified Person. Soils must be tested to the minimum parameter list as specified in the excess soils regulation. Importation of soils with no chemical testing will not be permitted. Additional testing may be required by the Qualified Persons as defined in the regulation. **OTTAWA Planning Parks**

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.

54. It is the responsibility of the Owner to undertake final grading of the park block as per the park working drawings/grading and drainage plan. This final grading will be covered by the park budget to a maximum of 10% of the park construction cost. Additional grading beyond 10% of park construction cost will be at the Owner's expense. **OTTAWA Planning Parks**

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.

Unless otherwise specified, the Owner shall provide the following services and utilities to the Park Block:

- a) A 300mm diameter storm sewer and CB/MH at 2m inside the park property line.
- b) A 50mm diameter water line complete with standpost at 2m inside the park property line. A city standard park water vault chamber, standard detail W31.1 latest version, must also be installed as part of parks water works. The park water vault will be funded from the park budget. Co-ordination of all park water works including water vault and meter installation is an Owner responsibility.
- c) 150mm diameter sanitary sewer and MH at 2m inside the park property line. (subject to being identified as a need at Fit Plan stage)
- d) A 120/240 volt, 200 amperes single phase hydro service at 2m inside the park property line. The Owner is responsible for making all arrangements and coordinating the connection of the new hydro (electrical) service, including costs and inspections, with the respective hydro (electricity) agencies. The Owner is also responsible to ensure the park electricity service(s) is included on the approved CUP drawings.

Notwithstanding the above noted servicing and infrastructure requirements for the Park Block, should the detailed design for the subdivision and development of the park Facility Fit Plan indicate and illustrate that the servicing and infrastructure requirements for the Park Block can be reduced or eliminated, the final/approved plans and drawings will confirm the servicing and infrastructure requirements for the Park Block.

55. 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 the Park Block. 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.

**OTTAWA
Parks**

Subject to Environmental conditions and requirements, the Owner shall be responsible for fencing requirements along the Monahan Drain lands abutting the park block.

The Owner further agrees to install fencing to match character and materials along the common property line of those existing residential lots fronting

onto Northgraves Crescent that do not currently have rear yard fencing (1058, 1062, 1074 and 1076 Northgraves Crescent).

Fence details to be determined by and included on approved landscape/streetscape plans and park Facility Fit Plan(s).

56. Access from private property to active public property will only be allowed with the prior written approval of the General Manager, Planning, Infrastructure and Economic Development Department. The Owner shall place the following clause in each Agreement of Purchase and Sale and shall be registered as a notice on title in respect of all Lots and Blocks: **OTTAWA Parks**

“The Transferee for himself/herself, his/her heirs, executors, administrators, successors and assigns acknowledges being advised that gates accessing public property are not permitted in the fences without the express written permission of the General Manager, Recreation, Cultural and Facility Services Department.”

57. The Owner shall include a clause in each Agreement of Purchase and Sale and shall be registered as a notice on title in respect of all Lots and Blocks which shall provide notification to all purchasers of lands within the Subdivision that parkland within this subdivision and/or already existing in the vicinity of the subdivision may have (select as appropriate): **OTTAWA Parks**

- 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.

58. The Owner acknowledges and agrees that, if the approved park concept design contains amenities proposed by the Owner that exceed the standard park design and construction budget, and if securities are not retained by the City for these items, the City shall not be responsible for these items in the event that the City must complete the park. **OTTAWA Parks**

59. The Owner acknowledges and agrees that, following registration of this agreement, the park block will be transferred to the City. Notwithstanding said transfer, the Owner acknowledges and agrees that, prior to the assumption of the park by the City, the owner will retain all liability for the transferred blocks and that said transfer will in no way exonerate the Owner from its responsibility to design and construct the park pursuant to the terms of this agreement. **OTTAWA Parks**

60. Prior to the acceptance of Park Block 56 the Owner agrees to remove any dead, dying or fallen trees and debris from within the park block that pose a safety risk, and any remove any trees and vegetation to achieve grading and drainage requirements in accordance with civil engineering subdivision plans and park Facility Fit Plan(s). Prior to any removals, the Owner must arrange an inspection of the lands with the City Forester and Park Planner in advance of these works occurring. Any removals/clean up shall follow best forestry practises. **OTTAWA Planning Parks**
61. The Owner acknowledges and agrees to erect on the park block at a location selected by the General Manager, Recreation, Cultural and Facility Services a professionally painted sign indicating:
Future Parkland
No Dumping
No Removal of soils or Vegetation **OTTAWA Parks**
62. Upon registration of the subdivision and transfer of ownership of the park block to the city, the Owner agrees to provide: **OTTAWA Parks**
- 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 construction cost to ensure the work is completed,
- the Owner will hereby be granted consent to enter at no cost to complete the work. All is to the satisfaction of the General Manager of Recreation Culture and Facility Services.
63. 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. **OTTAWA Parks**
- 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.
64. The Owner and the General Manager of Recreation, Culture and Facility Services may, if it is mutually beneficial to both parties, enter into an agreement whereby the Owner will provide funding to the City for the design and the construction of the park block. The City will proceed to design and construction of the park as per the typical city-build park process as described in the Parks Development Manual. The timing of the park construction will be at the discretion of the City. The expected cost of the park works to be paid to the City will be based on the rate per hectare and indexing rate utilized for the park development by the City at the time of **OTTAWA Parks**

registration of the phase of development, which includes the park block plus a 5% administrative fee for City forces to execute the project and HST on the total park development budget. The funding for park works will be paid to the City at the time of registration. All standard subdivision conditions associated with the park, including, but not limited to: fencing, fill and rough grading, tree removal and services stubbed to within 2.0 m inside the park block will remain a subdivision cost to be covered by the Owner separate from the park funding.

65. The Owner agrees to construct a pathway connection from Park Block 48 to the existing pathway system within the Monahan Drain/Kristina Kiss Park, otherwise known as Block 70, Plan 4M-1383. Said pathway will match the existing pathway, being a 3.0m asphalt pathway, and will include all engineering and environmental requirements and approvals to allow for the pathway connection on, and over lands described as PIN 044781351 (old road allowance), being Parts 7 and 8, Plan 5R-14317. All design, approvals and construction of the pathway connection will be at the Owner's expense and will be shown on all applicable approved civil and landscape subdivision plans, to the satisfaction of the General Manager of Recreation Culture and Facility Services. **OTTAWA Parks**
66. The Owner agrees to retain the existing stockpile(s) of topsoil on future Park Block 48 for use within the park design and to retain existing tree cover on the landform(s) adjacent to the Monahan Drain (Mahoney Creek). Should the landforms not be suitable for parkland development use, or Environmental requirements and conditions deem otherwise, the Owner shall remove the stockpiled material, at the Owner's expense. **OTTAWA Parks**

Environmental Constraints

69. The Owner shall prepare an Environmental Impact Statement (EIS) – Species at Risk Update and Mitigation, in accordance with the policies of the Official Plan, to the satisfaction of the General Manager, Planning, Infrastructure and Economic Development Department. **OTTAWA Planning**
70. The Owner agrees that prior to registration, or of each phase thereof, early servicing, or other works that would alter the vegetative characteristics of the site, the Owner shall have the environmental impact statement (EIS) – Species at Risk Update and Mitigation updated as necessary to reflect the final plan as approved, and to address any changes to the anticipated impacts and recommended mitigation measures that may be required as a result of changes to the draft plan, changes in the regulatory context with respect to species at risk, or changes in the known environmental context of the site. This update shall be to the satisfaction of the General Manager, Planning, Infrastructure and Economic Development Department. **OTTAWA Planning**

71. The Owner acknowledges and agrees that the construction of the subdivision shall be in accordance with the recommendations of the EIS – Species at Risk Update and Mitigation (Muncaster 16 Sept 2019) and the Tree Conservation Plan (October 10, 2018). **OTTAWA Planning**
72. The Owner agrees to abide by all appropriate regulations associated with Provincial and Federal statutes for the protection of wildlife, including migratory birds, fish and fish habitat, and species at risk. **OTTAWA Planning**
73. The Owner acknowledges that the Monahan Drain/Mahoney Creek is 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. Any application received in this regard will be assessed within the context of approved policies for the administration of the regulation. **OTTAWA Planning**
74. The Owner shall erect protective fencing and sediment and erosion control measures along the setback perimeter of the Monahan Drain/Mahoney Creek prior to any site preparation works within the Subdivision to ensure no disturbance of the watercourse during construction to the satisfaction of the Rideau 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**
75. The Owner acknowledges that any proposed works on or adjacent to the Monahan Drain/Mahoney Creek corridor will need to comply with the requirements of the Federal Fisheries Act and avoid causing the death of fish and harmful alteration, disruption and destruction of fish habitat, unless the Department of Fisheries and Oceans (DFO) has provided authorization. **OTTAWA Planning**

Schools

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

Stormwater Management

78. The Owner shall provide any and all stormwater reports (list of reports, for example, a Stormwater Site Management Plan in accordance with a Conceptual Stormwater Site Management Plan) that may be required by the **OTTAWA Planning CA**

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

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

79. 1. 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**
- 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.
2. All submissions and any changes made to the Plan shall be submitted to the satisfaction to the City and the Rideau Valley Conservation Authority.
3. The Owner shall implement an inspection and monitoring plan to maintain erosion control measures.
80. 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**
81. 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**
82. The Owner covenants and agrees that the following clause shall be incorporated into all agreements of purchase and sale for the whole, or any **OTTAWA Legal**

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.”

- 83. It must be demonstrated through the latest sensitivity analysis that no additional stormwater attenuation will be required. This will need to be done and confirmed at detailed design. **OTTAWA Planning**
- 84. Per the latest JSFA sensitivity analysis, affects on hydraulic grade line will need to be demonstrated. This shall be done at detailed design. **OTTAWA Planning**
- 85. The Owner acknowledges and agrees the hydrologic parameters to use for the analysis must be consistent with the parameters used in JFSA 2019 report. **OTTAWA Planning**
- 86. The Owner acknowledges and agrees that it must be demonstrated through the latest sensitivity analysis that no additional stormwater attenuation will be required. This will need to be done and confirmed at detailed design. **OTTAWA Planning**
- 87. The Owner shall show the 100-year high water level elevations along the Monahan Drain on the grading plans. The Owner agrees that there shall be no development within the 100-year high water level elevation line nor within the 40-meter Monahan watercourse corridor. **OTTAWA Planning**
- 88. The Owner agrees that there shall be no structures nor control features within the Park block. This shall be to the satisfaction of the General Manager of Planning, Infrastructure and Economic Development. **OTTAWA Planning Parks**

Sanitary Services

- 89. 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**

90. 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**
- a) extend water, sanitary, and storm services a minimum of 2.0 metres onto private property during installation before being capped;
 - b) install high voltage electrical cable through the transformer foundations to maintain adequate clearance from the gas main;
 - c) provide and install conduits as required by each utility;
 - d) provide and install transformer security walls when a 3.0 metres clearance, as required by the Electrical Code, cannot be maintained. The design and location of the security wall must be approved by the local hydro utility; and
 - e) install all road-crossing ducts at a depth not to exceed 1.2 metres from top of duct to final grade.

Water Services

91. 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**
92. 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**
93. 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**
94. 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**
95. The Owner acknowledges and agrees not to apply for, nor shall the City issue, building permits for more than 50 dwelling units (or the equivalent) where the watermain for such units is not looped. Any unit serviced by a looped watermain that is not looped shall be required to have sufficient fire protection, to the satisfaction of the General Manager, Planning, Infrastructure and Economic Development Department. **OTTAWA Planning**

Serviced Lands

96. 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: **OTTAWA Planning**
- 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.
97. 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**
98. The Owner shall not be entitled to a building permit, early servicing, or commencement of work construction until they can demonstrate that there is adequate road, sanitary, storm, and watermain capacity and any Environmental Compliance Approvals (ECA) necessary are approved. All are to the satisfaction of the General Manager, Planning, Infrastructure and Economic Development Department. **OTTAWA Planning**

Utilities

99. 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**

100. 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**
101. The Owner may be required to enter into an Electrical Servicing Agreement with Hydro Ottawa Limited, to the satisfaction of Hydro Ottawa. **Hydro Ottawa**
102. 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**
103. 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**
104. The Owner shall be responsible for servicing the buildings within the property. Only one service entrance per property shall be permitted. **Hydro Ottawa**
105. 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**
106. 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**
107. 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**

108. The Owner is advised that there are overhead low and medium voltage overhead lines along the east side of Terry Fox 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**
109. The Owner acknowledges and agrees that prior to commencing Works identified within the Draft Plan; it shall confirm the proposed development is sufficiently serviced by all necessary utilities. The Owner further agrees to comply with all relevant and existing utility Conditions of Service, construction processes and guidelines. The Owner further agrees it shall be responsible for engaging the providers of any necessary utilities to determine servicing for the proposed development and that it shall be responsible for all costs relating to the relocation, placement and/or upgrade of existing or future utility infrastructure for the proposed development. The Owner shall be required to demonstrate to the satisfaction of the General Manager, Planning, Infrastructure and Economic Development that sufficient utility servicing and infrastructure exist to service the proposed development and that communication / telecommunication infrastructure facilities are available, at a minimum, for the delivery of emergency management services. **Hydro Ottawa**

The Owner acknowledges and agrees to convey, at their cost, any easements as may be required by the necessary utilities and agrees to abide by all conditions of the City's inhibiting order. The Owner further acknowledges and agrees that such easements shall not be granted on any lands being conveyed to the City, or those proposed to be conveyed to the City, without City's approval.

Should any lands owned or proposed to be owned by the City be encumbered as a result of these conditions, the Owner shall bear the sole responsibility and costs associated with correcting such actions, including but not limited to the conveyance of additional lands, the relocation of any such easements or infrastructure as may be deemed appropriate by the General Manager, Planning, Infrastructure and Economic Development.

Fire Services

110. 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**
111. The Owner acknowledges and agrees that measures which include, but are not limited to, active fire protection measures such as 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**
112. 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 make every effort to limit the sizing of crescent, dead-end, and other distribution mains to a nominal size of 200mm. All are to be determined by and to the satisfaction of the General Manager of Planning, Infrastructure and Economic Development Department. **OTTAWA Planning**

Noise Attenuation

113. 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: **OTTAWA Planning**
- 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.

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.

114. 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**
115. The Owner agrees that all purchase and sale agreements for the whole or any part of the following lots/blocks on the Plan of Subdivision shall contain all or some of the following clauses that shall be registered as a notice on title. The applicable clauses, to be confirmed following the Detailed Noise Study, that shall be registered as notice on title in respect of all Lots and Blocks: **OTTAWA Planning Legal**

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."

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."

Warning Clause Type C:

"This dwelling unit has been fitted with a forced air heating system and the ducting, etc. was sized to accommodate central air conditioning. Installation of central air conditioning by the occupant will allow windows and exterior doors to remain closed, thereby ensuring that the indoor sound levels are within the City's and the Ministry of the Environment's noise criteria. (Note: The location and installation of the outdoor air conditioning device should comply with the noise criteria of MOE Publication NPC-216, Residential Air Conditioning Devices and thus minimize the noise impacts both on and in the immediate vicinity of the subject property.)"

Warning Clause Type D

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

Land Transfers

116. 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: **OTTAWA Planning Legal**
- i. Park Block - 48
 - ii. Road Widening Block – 67
 - iii. 0.3 m Reserve Blocks – adjacent to Lot 26, Lot 27, Block 49, Block 50 and Block 51 abutting Terry Fox Drive and Cope Drive
117. 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**

Development Charges By-law

118. 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**
119. The Owner shall inform the purchaser after registration of each lot or block of the development charges that have been paid or which are still applicable to the lot or block. The applicable development charges shall be as stated as of the time of the conveyance of the relevant lot or block and the statement shall be provided at the time of the conveyance. The statement of the Owner of the applicable development charges shall also contain the statement that the development charges are subject to changes in accordance with the *Development Charges Act, 1997* and the *Education Development Charges Act*. **OTTAWA Planning Legal**

120. The Owner acknowledges that for building permits issued after January 15, 2010, payment of non-residential development charges, excluding development charges for institutional developments, may be calculated in two installments at the option of the Owner, such option to be exercised by the Owner at the time of the application for the building permit. The non-discounted portion of the development charge shall be paid at the time of issuance of the building permit and the discounted portion of the development charge shall be payable a maximum of two years from the date of issuance of the initial building permit subject to the following conditions:
- a) a written acknowledgement from the Owner of the obligation to pay the discounted portion of the development charges;
 - b) no reduction in the Letter of Credit below the amount of the outstanding discounted development charges; and
 - c) indexing of the development charges in accordance with the provisions of the Development Charges By-law.

**OTTAWA
Planning
Legal**

The Owner further acknowledges that Council may terminate the eligibility for this two-stage payment at any time without notice, including for the lands subject to this agreement and including for a building permit for which an application has been filed but not yet issued.

For the purposes of this provision, “discounted portion” means the costs of eligible services, except fire, police and engineered services that are subject to 90% cost recovery of growth-related net capital costs for purposes of funding from development charges. The 10% discounted portion, for applicable services, must be financed from non-development charge revenue sources.

“Non-discounted portion” means the costs of eligible services, fire, police and engineered services, that are subject to 100% cost recovery of growth-related net capital costs for purposes of funding from development charges.

Survey Requirements

121. 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**
122. 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**
123. The distance from the travelled Centreline of all existing adjacent roads to the subdivision boundary should be set out in the Plan of Subdivision. **OTTAWA Surveys**

Closing Conditions

- | | | |
|------|--|--|
| 124. | 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 |
| 125. | 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 |
| 126. | The owner shall pay any outstanding taxes owing to the City of Ottawa prior to registration. | OTTAWA
Planning
Revenue |
| 127. | Prior to registration of the Plan of Subdivision, the City is to be satisfied that conditions 1 to 129 have been fulfilled. | OTTAWA
Planning |
| 128. | The Owner covenants and agrees that should damage be caused to any of the Works in this Subdivision by any action or lack of any action whatsoever on its part, the General Manager, Planning, Infrastructure and Economic Development Department may serve notice to the Owner to have the damage repaired and if such notification is without effect for a period of two full days after such notice, the General Manager, Planning, Infrastructure and Economic Development Department may cause the damage to be repaired and shall recover the costs of the repair plus the Management Fee under Section 427, of the <i>Municipal Act, 2001</i> , like manner as municipal taxes. | OTTAWA
Planning |
| 129. | If the Plan(s) of Subdivision, including all phases within the draft approved plan of subdivision, has not been registered by XXXX 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.

“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.