

Original File: D07-16-09-0024
Extension File: D07-16-21-0019

MENU OF CONDITIONS
FOR DRAFT APPROVAL
2050 Dunrobin Road

DRAFT APPROVED 07/10/2015
REVISED 18/06/2018

DRAFT APPROVAL EXTENDED FROM 06/10/2018 to 06/10/2021
Draft Approval Extended from 6 October 2021 to 6 October 2024

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The City of Ottawa's conditions applying to the approval of the final plan for registration of Robin Doull's 2050 Dunrobin Road (D07-16-09-0024) are as follows:

This approval applies to the draft plan certified by Shipman Surveying Limited, Ontario Land Surveyor, dated June 23, 2015, showing 8 lots, 2 Reserve Blocks, 2 Road Widening Blocks, and 1 road being Street 1.

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

Clearing Agency

General

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

2. **G2** Prior to commencing construction, the Owner shall enter into a subdivision agreement with the City. The subdivision agreement shall, among other matters, require that the Owner post securities in a format approved by the City Solicitor, in an amount of 100% of the estimated cost of all works, save and except non-municipal buildings. 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. The amount secured by the City shall be determined by the General Manager, Planning, Infrastructure and Economic Development, based on current City tender costs, which costs shall be reviewed and adjusted annually. Engineering, Inspection and Review fees will be collected based on the estimated cost of the works as noted herein and in accordance with the City's Planning Fees By-laws, as amended.

OTTAWA Planning

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

OTTAWA Legal

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

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

Zoning

5. **Z1** The Owner agrees that prior to registration of the Plan of Subdivision, the Owner shall ensure that the proposed Plan of Subdivision shall conform with a Zoning By-law approved under the requirements of the *Planning Act*, with all possibility of appeal to the Ontario Municipal Board exhausted. **OTTAWA Planning**

6. **Z2** The Owner undertakes and agrees that prior to the registration of the Plan of Subdivision, the Owner shall deliver to the City a certificate executed by an Ontario Land Surveyor showing that the area and frontage of all lots and blocks within the Subdivision are in accordance with the applicable Zoning By-law. **OTTAWA Planning**

Roadway Modifications

7. **RM1** The Owner shall pay all expenses associated with all works related to roadway modifications, and shall provide financial security in the amount of 100% of the cost of implementing the required works. **OTTAWA Planning**

Highways/Roads

8. **HR7** A 0.3 m reserve adjacent to the widened limit of Dunrobin Road shall be indicated on the plan submitted for registration and conveyed at no cost to the City. **OTTAWA Planning and Legal**

9. **HR9** The Owner agrees to provide a construction traffic management plan for the subdivision prior to the earlier of registration of the Agreement or early servicing. Such plan shall be to the satisfaction of the General Manager, Planning, Infrastructure and Economic Development. **OTTAWA Planning**

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| 10. | HR11 | All streets shall be named to the satisfaction of the Director of Building Code Services and in accordance with the Municipal Addressing By-law or the Private Roadways By-law as applicable. | OTTAWA
Planning
BCS |
| 11. | 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 |
| 12. | HR12 | Where land has been dedicated for road widening purposes as part of the planning process, where the Owner receives no financial compensation or in-kind consideration in exchange for the widening, and where the City deems that the land is no longer required for that purpose, the lands may be conveyed back to the original Owner, or its successor in title, for \$1.00. The Owner shall be responsible for all costs to complete said conveyance, including administrative fees, unless otherwise determined by the General Manager, Planning, Infrastructure and Economic Development Department. | OTTAWA
Planning |
| 13. | HR15 | The Owner acknowledges that the construction of buildings may be restricted on certain lots and/or blocks until such time as road connections are made so that snow plow turning and garbage collection can be implemented. | OTTAWA
Planning |
| 14. | HR4 | The Owner shall convey to the City, at no cost to the City, an unencumbered road widening along Dunrobin Road, 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 |

Geotechnical

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| 15. | GT2 | The Owner shall submit a geotechnical report prepared in accordance with the City's Geotechnical Investigation and Reporting Guidelines and/or Slope Stability Guidelines for Development Applications by a geotechnical engineer or geoscientist, licensed in the Province of Ontario, containing detailed information on applicable geotechnical matters and | OTTAWA
Planning |
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recommendations to the satisfaction of the General Manager, Planning, Infrastructure and Economic Development which include, but are not limited to:

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

Sidewalks, Walkways, Fencing, and Noise Barriers

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| 16. | The Owner agrees that any chain link fence required to be installed under this Agreement, shall be located a minimum of 0.15 metres inside the property line of the private property. | OTTAWA
Planning |
| 17. S9b | The Owner agrees that any noise attenuation barrier required to be installed under this Agreement, shall be located a minimum of 0.30 metres inside the property line of the private property, and the location of the fence shall be verified by an Ontario Land Surveyor, prior to the release of securities for the noise attenuation barrier. | OTTAWA
Planning |

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

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

19. The Owner agrees to install a 1.8 metre privacy fence along the rear lot lines of any lots that border the existing kennel at 20 Constance Lake for the purpose of screening the kennel. **OTTAWA Planning**

Landscaping/Streetscaping

20. LS2 The Owner agrees that for all single detached, a minimum of 1 tree per interior lot and 2 trees per exterior side yard lots shall be provided on the Landscape Plan to the satisfaction of the General Manager, Planning, Infrastructure and Economic Development. Said streetscape plan shall also include trees at a 6-8 metre on-centre separation distance the full extent of the road right-of-way abutting the future park block(s). **OTTAWA Planning**

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.

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

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.

Parks

22. **P1** In accordance with the *Planning Act* and the City of Ottawa Parkland Dedication By-law, the Owner shall convey cash-in-lieu of parkland (9.01 ha) on the subject lands within Ward 5, such value of the land to be determined by the City's Realty Services Branch. The Owner shall be responsible for any appraisal costs incurred by the City. All to the satisfaction of the General Manager, Recreation, Cultural and Facility Services. **OTTAWA Planning Parks**

23. The Owner acknowledges and agrees to pay to the City a park development contribution for each lot on the Plan at the Council-approved rate at the time of registration, in order to satisfy the park development requirements for this subdivision. **Ottawa Planning Parks**

Environmental Constraints

24. **EC1** The Owner shall prepare an Integrated Environmental Review **OTTAWA**

- and/or an Environmental Impact Statement, including a Tree Preservation Plan in accordance with the policies of the Official Plan, to the satisfaction of the General Manager, Planning, Infrastructure and Economic Development Department.
25. **EC3** The Owner acknowledges and agrees that the construction of the subdivision shall be in accordance with the recommendations of the Integrated Environmental Review Statement. **Planning CA OTTAWA Planning**
26. **EC2** The Owner agrees that prior to registration, early servicing, or other works that would alter the vegetative characteristics of the site, the Owner shall have the environmental impact statement updated as necessary to reflect the final plan as approved, and to address any changes to the anticipated impacts and recommended mitigation measures that may be required as a result of changes to the draft plan, changes in the regulatory context with respect to species at risk, or changes in the known environmental context of the site. This update shall be to the satisfaction of the General Manager, Planning, Infrastructure and Economic Development Department.

Schools

27. The Owner acknowledges and agrees 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 assessed by the utilization of portable classrooms and/or by directing students to schools outside their community. **Ottawa-Carleton District School Board**

Stormwater Management

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

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

29. **SW2** 26. Prior to the commencement of construction of any phase of this Subdivision (roads, utilities, any off site work, etc.) the Owner shall: **OTTAWA Planning**
- 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. have said plans approved by the General Manager, Planning, Infrastructure and Economic Development, and
 - iii. provide certification through a Professional Engineer licensed in the province of Ontario that the plans have been implemented.
- b. All submissions and any changes made to the Plan shall be submitted to the satisfaction to the City and the Mississippi Valley Conservation Authority.
 - c. The Owner shall implement an inspection and monitoring plan to maintain erosion control measures.
30. **SW3** On completion of all stormwater works, the Owner agrees to provide certification to the General Manager, Planning, Infrastructure and Economic Development Department through a Professional Engineer, licensed in the province of Ontario, that all measures have been implemented in conformity with the approved Stormwater Site Management Plan. **OTTAWA Planning**
31. Prior to the registration, or the making of an application for a Ministry of Environment, Environmental Compliance Approval, for any stormwater works, whichever event first occurs, the Owner shall prepare a Stormwater Site Management Plan in accordance with a Conceptual Stormwater Site Management Plan (specified by title of plan, date). 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, Infrastructure and Economic Development and Mississippi Valley Conservation Authority. **OTTAWA Planning and MVCA**
26. **SW6** The Owner agrees that the development of the Subdivision shall be undertaken in such a manner as to prevent any adverse effects, and to protect, enhance or restore any of the existing or natural environment, through the preparation of any storm water management reports, as required by the City. All reports are to be approved by the General Manager, Planning, Infrastructure and Economic Development prior to the commencement of any Works. **OTTAWA Planning**
33. Prior to final approval, the Owner shall prepare a detailed storm water management design to the satisfaction of the MVCA. The **MVCA**

storm water design shall demonstrate how stormwater drainage from the subdivision will be accommodated, and shall address both water quantity and quality, and erosion and sedimentation control both during and after construction. The design shall include, but not be limited to the following:

- a) A review of the water levels in Harwood Creek up to and including the 1:100 year event and a review of the hydraulic capacity of the downstream railway culvert. An assessment of the backwater levels from the downstream railway culvert and/or from individual driveway culverts is required to ensure that new development is not subject to flooding.

Demonstration that quality treatment corresponding to a normal level of protection per the design guidelines of the Storm water Management and Planning Design Manual (MOE, March 2003) will be achieved.

A Lot Grading and Drainage Plan showing the 1:100 year ponding limits and the estimated 1:100 year Harwood Creek flood plain level.

A Sediment and Erosion Control Plan to be used during construction.

34.

The Owner acknowledges that Harwood Creek is subject to the MVCA'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.

MVCA

Unserviced Lands

38. **UL1** The Owner agrees that all well construction, including test wells, shall be in accordance with the recommendations of the approved Hydrogeological and Terrain Analysis Report and the Hydrogeological and Terrain Analysis Guidelines, as amended. And that certification of same by a Professional Engineer, or Professional Geoscientist, licensed in Ontario, will be provided to the Mississippi Valley Conservation Authority in this regard. The Owner shall advise all prospective lot purchasers, in the agreements of purchase and sale and in the Deed(s), of these certification requirements. The Owner also agrees that the Subdivision Agreement with the City of Ottawa may require the Mississippi Valley Conservation Authority to indicate satisfaction with the well certification, as may be required. **OTTAWA Planning**
- 38.b) The Owner acknowledges and agrees to provide a dedicated monitoring well, at no cost to the City, and to which the City will have unlimited access by way of a permanent easement dedication, to monitor groundwater conditions. The required easement shall be provided to the satisfaction of the City Solicitor and the General Manager, Planning, Infrastructure and Economic Development. The well location, depth, and method of construction must be determined in cooperation with a City of Ottawa hydrogeologist. Further, the well must be equipped with water level **OTTAWA Planning and CA**
39. **UL2** The Owner is advised that a clause will be inserted into the Subdivision Agreement requiring that all agreements of purchase and sale shall include the following notification. **OTTAWA Planning and Legal**
- “The City of Ottawa does not guarantee the quality or quantity of the groundwater. If, at some future date, the quality or the quantity of the groundwater becomes deficient, the City of Ottawa bears no responsibility, financial or otherwise, to provide solutions to the deficiency, such solutions being the sole responsibility of the homeowner.”
40. The Owner is advised that a clause will be inserted into the Subdivision Agreement that two of the existing test wells, TW1 and TW3, are poorly located with respect to the proposed sewage system and well envelopes. It is recommended that both TW1 (Lot 5) and TW3 (Lot 1) be abandoned in accordance with Ontario Regulation 903 and that records of abandonment be provided to the Ministry of the Environment and Climate Change (MOECC). This work should be carried out prior to lot development. **MVCA**
41. That the subdivision agreement between the owner and the municipality contain the following provisions: **OTTAWA Planning and MVCA**

- a)The report prepared by the Design Group entitled “Revised Hydrogeological Investigation and Terrain Evaluation, 2050 Dunrobin Road, City of Ottawa, dated February 9, 2015 shall be made available to lot purchasers as a guide to development.
- b)Prior to final approval, the locations of future wells and sewage systems at the site should be carried out using the approved plan, Figure 2, which provides relative placement of well, septic system and dwellings on each lot. While the exact position of the dwelling may change, the relative placement of the wells, septic systems and dwellings should be maintained. The approved plan demonstrates that separation distances of at least 40 metres are provided between wells and upgradient sewage systems (on adjacent lots) while also maintaining separation distances of greater than 18 metres between wells and downgradient sewage systems on same lots.
- c)Class IV sewage disposal systems with partially to fully raised leaching beds will likely be used at this site depending on the lot specific soil and groundwater conditions. The leaching beds should be constructed to conform to the specifications set out in the Ontario Building Code (OBC). Any fully raised leaching beds should be constructed of imported sand having a percolation time of between 6 and 8 minutes per centimetre with less than 5 percent passing the #200 (0.080 mm) sieve. It is recommended that gradation analyses be carried out on any potential sand fill prior to leaching bed construction in order to verify that the percolation time of the fill material is acceptable.
- d)The proposed lots are to be serviced with tertiary septic systems that comply with tertiary effluent requirements of OBC Table 8.6.2.2.A. and that are approved for use under the Ontario Building Code.
- e)Some of the sewage systems at the site may require clay seals if areas of exposed bedrock are encountered in the sewage leaching bed contact areas. This includes but may not be limited to proposed Lots 1, 3 and 5, as referenced in Figure 2.
- f)Future landowners should be advised that maintenance agreements are required for tertiary systems.
- g)Well casings should be constructed with a minimum of 12

metres of casing. The casing should be cemented and then grouted until returns are visible at the ground surface. Well casings should be extended a minimum of 0.4 metres above the finished ground surface at the well. The casing and grouting placement should be supervised and a Certificate of Well Compliance prepared and signed by both the well driller and a professional engineer.

- h) Future wells should be drilled to maximal depths of up to 55 metres within the limestone, sandstone and granite formations. It is indicated that individual well yields of 40 to 70 litres per minute (9 to 15 Imperial gallons per minute) will be typical for most wells. Minimal well yield for acceptable drinking water supply for a four bedroom dwelling, as per MOECC D-5-5, is 18.75 litres per minute. Proof of construction shall be provided prior to issuance of an occupancy permit.
- i) Future wells drilled at the site may encounter flowing artesian conditions on an intermittent basis. Should these conditions be encountered, it is the responsibility of the well driller and the homeowner to ensure that the flow of groundwater to the surface is controlled through the use of a flowing well packer or similar device, as outlined in Ontario Well Regulations 903 and Chapter 12 of the MOECC publication Water Supply Wells – Requirements and Best Management Practices manual, updated July 30, 2014, available on the Ministry website. Proof of construction shall be provided prior to issuance of an occupancy permit.
- j) Some of the future wells may require additional well development to reduce turbidity within the health related objective of 1 NTU. If encountered, the turbidity is considered to be due to sand seams within the bedrock fractures, of inorganic origin and is not of health related concern. Between six to twelve hours of well purging at a rate of about 9 imperial gallons per minute (41 litres per minute) may be required to reduce turbidity to within the aesthetic objective. However, the pumping rate should not exceed the well production rate in order to avoid excessive drawdown and possible damage to a submersible pump within the well.
- k) Some of the future wells may encounter sandstone overlying granite bedrock. It is possible that chloride may be present at these wells in excess of the aesthetic objective of 250

mg/l. Additional well development of between six and up to thirteen hours of well purging at a rate of about 9 imperial gallons per minute (41 litres per minute) may be required to reduce chloride to within the aesthetic objective. However, the pumping rate should not exceed the well production rate in order to avoid excessive drawdown and possible damage to a submersible pump within the well.

l) Homeowners should be provided with information regarding well water testing, well maintenance and wellhead protection and should be referred to the MOECC publication Water Supply Wells – Requirements and Best Management Practices manual, updated July 30, 2014, and available on the Ministry website.

m) There is sufficient groundwater of acceptable drinking water quality in the bedrock aquifer system that meets all the Ontario Drinking Water System concentrations for all health related chemical, physical and bacteriological parameters tested except for the following:

- i. hardness, in the range of 238 to 485 milligrams per litre
- ii. total dissolved solids (TDS), in the range of 500 to 600 mg/l
- iii. iron, in the range of 0.17 to 0.43 mg/l
- iv. manganese in some wells at levels of up to about 0.12 mg/l
- v. possible organic nitrogen at levels of up to about 0.16 mg/l

Sodium is above the medical advisory limit of 20 mg/l for those on sodium reduced diets but well within the aesthetic objective of 200 mg/l. According to the Ministry of the Environment and Climate Change, the local Medical Office of Health should be notified where sodium levels are above 20 mg/l. Water softeners and/or greensand filters are indicated to be adequate to lower hardness, iron and manganese to acceptable levels. Water softening to reduce the iron, manganese and hardness will also reduce the level of TDS. If organic nitrogen affects water palatability, granulated activated carbon filters could be used to remove the dissolved organics from the groundwater. Water softening by conventional sodium ion exchange may introduce relatively high concentrations of sodium into the drinking water, which may contribute a significant percentage to the daily sodium intake for a consumer on a sodium restricted diet. Where ion exchange water softeners

are used, a separate unsoftened water supply could be used for drinking and culinary purposes.

n)No assessment has been carried out to determine whether interference or long-term well yields are sufficient for the use of ground-source heat pump systems. Groundwater source open loop heat pumps are not permitted unless a detailed assessment of the demand on the supply aquifer is completed.

o)In general, hydraulic fracturing is not recommended as it may cause unacceptable impact to water quality and quantity at the existing and future wells.

p)For any private water supply well, it is recommended that testing for bacteriological parameters be carried out every 6 months. Further information on drinking water quality is available from the City of Ottawa Department for Public Health.

q)That the subdivision agreement shall contain a clause to the satisfaction of MVCA that the owner is advised to have the sewage disposal system inspected regularly and to follow a sewage system management program to minimize the risk of failure and impact to the groundwater.

r)That the subdivision agreement shall contain a clause to the satisfaction of MVCA that the owner is advised to follow a well management program to minimize the potential for contamination of the groundwater supply.

Hydro

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| 42. | The Owner shall apply Hydro Ottawa's standards and City approved road cross-section standards for subdivisions. | Hydro |
| 43. | The Owner shall convey, at their cost, all required easements as determined by Hydro Ottawa. | Hydro |
| 44. | H4 Hydro Ottawa's standard distribution network is overhead for any voltage system along or through open fields, business parks, rural areas, arterial, major collector and collector roads; any additional premium costs beyond the standard shall be at the Owner's cost; in all instances, electrical distribution above 27kV shall be via overhead distribution. | Hydro |
| 45. | Hydro Ottawa may require to service this subdivision by means of underground wiring, thus any other underground work must be | Hydro |

coordinated. At least 14-weeks are needed from receipt of the Owner's deposit to start the material purchase and scheduling of the work.

46. The Owner shall make arrangements for space within the proposed roadways and lots for the installation of power distribution equipment. Such arrangements shall be subject to approval by Hydro Ottawa. **Hydro**
47. **H2** The Owner may be required to enter into an Electrical Servicing Agreement with Hydro Ottawa Limited, to the satisfaction of Hydro Ottawa. **Hydro**
48. The Owner shall comply with Hydro Ottawa's Conditions of Service and thus should be consulted for the servicing terms. The document including referenced standards, guidelines and drawings may be found at www.hydroottawa.com/development/. The Owner should consult Hydro Ottawa prior to commencing engineering designs to ensure compliance with these documents. **Hydro**
49. Hydro Ottawa reserves the right to raise conditions throughout the development of this proposal should the revisions contain non-conformances with, for example, Hydro Ottawa's Conditions of Service and Standards. To ensure the best outcome, Hydro Ottawa welcomes an early discussion on the proposal. **Hydro**

Utilities

50. **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**
51. The Owner acknowledges and agrees to prepare a composite utility plan that allows for the safe installation of all utilities, including required separation between utilities. **Enbridge**

- 52. The Owner acknowledges and agrees that streets are to be constructed in accordance with composite utility plans previously submitted and approved by all utilities. **Enbridge**
- 53. The Owner acknowledges and agrees to grade all streets to final elevation prior to the installation of the gas lines and provide Enbridge Gas Distribution Inc., with the necessary field survey information for the installation of the gas lines. **Enbridge**
- 54. The Owner acknowledges and agrees that the natural gas distribution system will be installed within the proposed road allowance. In the event that this is not possible, easements will be provided at no cost to Enbridge Gas Distribution Inc. **Enbridge**
- 55. The Owner acknowledges and agrees to contact Enbridge's Regional Sales Development department at their earliest convenience to discuss installation and clearance requirements for main, service and metering facilities. **Enbridge**

Canada Post

- 56. The Owner acknowledges and agrees, at the Owner's expense to inform all prospective purchasers, through a clause in all agreements of purchase and sale, as to those lots identified for potential community mailbox, mini-park and/or kiosk locations and/or all plans used for marketing purposes and shall indicate the proposed community mailbox location(s) on the approved plan. **Canada Post**
- 57. The Owner acknowledges and agrees, at the Owner's expense to provide curb depressions at the community mailbox site location(s). These are to be 2 metres in width and no higher than 25 mm. **Canada Post**
- 58. When a grassed boulevard is planned between the curb and sidewalk at a community mailbox location, the Owner shall install a 1.0 metre walkway across the boulevard. The Owner shall also ensure the walkway is handicap accessible from the roadway. **Canada Post**

Noise Attenuation

- 59. The Owner acknowledges and agrees that in order to protect the indoor living areas of Lots 1, 2, 7, and 8 within the Subdivision (as indicated in the Environmental Noise Impact Assessment, prepared by IBI Group, dated December 2011, Project No. 31330, building components must be designed and included as follows: **OTTAWA Planning and Legal**

- i. Forced air heating systems to be installed in dwellings on Lots 1, 2, 7, and 8 such that the system is sized to accommodate

the future installation of central air conditioning by the occupant, if desired.

60. The Owner acknowledges and agrees that the Ontario Building Code requires that the surfaces separating adjoining units in a multi-unit building be designed to at least a noise rating of STC 50. **OTTAWA Planning and Legal**
61. The Owner acknowledges and agrees to provide a letter of credit, upon request by the General Manager, Planning, Infrastructure and Economic Development, for the full cost of the required interior/exterior noise mitigation. **OTTAWA Planning and Legal**
62. The Owner acknowledges and agrees that, where central air conditioners and heat pumps are required to be installed, the final installation shall comply with the Ministry of the Environment criteria for the installation of Residential Air Conditioning Devices September 1994 Publication NPC-216. **OTTAWA Planning and Legal**
63. The Owner acknowledges and agrees to provide securities prior to construction for the cost of the noise barriers and their installation. The total value of the letter of credit shall be determined by the Owner's consultant and shall be to the satisfaction of the General Manager, Planning, Infrastructure and Economic Development. The Owner shall provide information to identify the material to be utilized in the noise barrier construction, specification details for installation, barrier cross sections and construction. **OTTAWA Planning and Legal**
64. **N4** The Owner agrees that all purchase and sale agreements and the Deed(s) for the whole or any part of the lot/block on the Plan of Subdivision shall contain the following clauses that shall be incorporated in all Transfers/Deeds from the Owner so that the clauses shall be covenants running with the lands in the Subdivision. **OTTAWA Planning and Legal**
- a) "The Transferee of Lots 1 and 2, for himself, his heirs, executors, administrators, successors and assigns acknowledge being advised that sound levels due to increasing road and rail 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."
 - b) "The Transferee of Lots 1, 2, 7, and 8, for himself, his heirs, executors, administrators, successors and assigns acknowledge being advised that 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 be done so as to comply with 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."

- 65. The Owner shall complete a stationary noise study to address the existing kennel at 20 Constance Lake Road. The Owner agrees to implement any measures as recommended by the study. **OTTAWA Planning**

Rail

- 66. That the subdivision agreement between the owner and the municipality include a safety setback of habitable buildings from the railway rights-of-way to be a minimum of 80 metres. **Canadian National Railway Properties**
- 67. That the subdivision agreement between the Owner and the municipality include a provision that all dwellings within 300 metres of the railway are provided with air-conditioning, and that all facades facing the railway have windows with a minimum STC rating, and exterior cladding with a minimum STC rating of 54 (masonry or equivalent). **Canadian National Railway Properties**
- 68. For vibration mitigation, the owner shall at a minimum ensure that the foundation wall facing the railway of all dwellings within 100 metres of the railway, are covered with 4" rigid insulation. **Canadian National Railway Properties**
- 69. The Owner shall install and maintain a chain link fence of minimum 1.83 metre height along the mutual property line. **Canadian National Railway Properties**
- 70. The following clause should be inserted in all development agreements, offers to purchase, and agreements of Purchase and Sale or Lease of each dwelling unit within 300m of the railway right-of-way: "Warning: Canadian National Railway Company or its assigns or successors in interest has or have a rights-of-way within 300 metres from the land the subject hereof. There may be alterations to or expansions of the railway facilities on such rights-of-way in the future including the possibility that the railway or its assigns or successors as aforesaid may expand its operations, which expansion may affect the living environment of the residents in the vicinity, notwithstanding the inclusion of any noise and

vibration attenuating measures in the design of the development and individual dwelling(s). CNR will not be responsible for any complaints or claims arising from use of such facilities and/or operations on, over or under the aforesaid rights-of-way.”

71. Any proposed alterations to the existing drainage pattern affecting railway property must receive prior concurrence from the Railway and be substantiated by a drainage report to the satisfaction of the Railway. **Canadian National Railway Properties**
72. The Owner shall be required to grant CN an environmental easement for operational noise and vibration emissions, registered against the subject property in favour of CN. **Canadian National Railway Properties**

Land Transfers

73. **LT1** The Owner shall convey, at no cost to the City, all lands required for public purposes, including but not limited to, reserves, road widenings, daylighting triangles, walkway blocks, open space blocks, lands required for parks (or cash-in-lieu thereof) and for storm water measures, to the satisfaction of the General Manager, Planning, Infrastructure and Economic Development. In particular, the Owner shall convey, at no cost to the City, the following lands:
- i) Pathway, Walkway or Servicing Blocks – n/a
 - ii) Open Space Blocks – n/a
 - iii) Watercourses (buffer strips/riparian corridors) - n/a
 - iv) Park Blocks – n/a
 - v) Storm Water Management Blocks – n/a
 - vi) Road Widening Blocks – 9 & 10
 - vii) 0.3 m Reserve Blocks – 11 & 12
 - viii) Daylighting Triangles – n/a
 - ix) Transit Corridors – n/a
 - x) Wetlands – n/a
74. **LT2** The Owner agrees to convey, at no cost to the City, any easements that may be required for the provision of water and wastewater systems, in addition to underground or overland stormwater drainage systems. **OTTAWA Planning and Legal**

Development Charges By-law

75. DC2 The Owner shall inform the purchaser after registration of each lot or block of the development charges that have been paid or which are still applicable to the lot or block. The applicable development charges shall be as stated as of the time of the conveyance of the relevant lot or block and the statement shall be provided at the time of the conveyance. The statement of the Owner of the applicable development charges shall also contain the statement that the development charges are subject to changes in accordance with the *Development Charges Act, 1997* and the *Education Development Charges Act*. **OTTAWA Planning and Legal**

76. DC4 The Owner acknowledges that for building permits issued after January 15, 2010, payment of non-residential development charges, excluding development charges for institutional developments, may be calculated in two installments at the option of the Owner, such option to be exercised by the Owner at the time of the application for the building permit. The non-discounted portion of the development charge shall be paid at the time of issuance of the building permit and the discounted portion of the development charge shall be payable a maximum of two years from the date of issuance of the initial building permit subject to the following conditions: **OTTAWA Planning and Legal**

- (a) a written acknowledgement from the Owner of the obligation to pay the discounted portion of the development charges;
- (b) no reduction in the Letter of Credit below the amount of the outstanding discounted development charges; and
- (c) indexing of the development charges in accordance with the provisions of the Development Charges By-law.

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

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

“Non-discounted portion” means the costs of eligible services, fire,

police and engineered services, that are subject to 100% cost recovery of growth-related net capital costs for purposes of funding from development charges.

Survey Requirements

77. **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**
78. **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**

Purchase and Sale Agreements and Covenants on Title

79. The Owner agrees that Notices on Title shall be included in all future Agreements of Purchase and Sale and Deeds for lots 5 & 7 on the Draft Plan, in accordance with the Subdivision Agreement, that:
"Lots 3, 5 & 7 abut an existing breeding kennel located at 20 Constance Lake Road." **OTTAWA Legal**

Closing Conditions

80. **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**
81. **C2** At any time prior to final approval of this plan for registration, the City may, in accordance with Section 51 (44) of the *Planning Act*, amend, delete or add to the conditions and this may include the need for amended or new studies. **OTTAWA Legal**
82. **C5** The Owner covenants and agrees that should damage be caused to any of the Works in this Subdivision by any action or lack of any action whatsoever on its part, the General Manager, Planning, Infrastructure and Economic Development may serve notice to the Owner to have the damage repaired and if such notification is without effect for a period of two full days after such notice, the General Manager, Planning, Infrastructure and Economic Development may cause the damage to be repaired and shall recover the costs of the repair plus the Management Fees under Section 427, of the *Municipal Act, 2001*, like manner as municipal taxes. **OTTAWA Planning**
83. **C6** If the Plan(s) of Subdivision, including all phases within the draft **OTTAWA**

approved plan of subdivision, has not been registered by October 6, 2024, the draft approval shall lapse pursuant to Section 51 (32) of the *Planning Act*. Extensions may only be granted under the provisions of Section 51 (33) of said *Planning Act* prior to the lapsing date. **Planning**

- 84. C3** The Owner shall pay any outstanding taxes owing to the City of Ottawa prior to registration. **OTTAWA Planning and Revenue**
- 85.** Prior to registration of the Plan of Subdivision, the City is to be satisfied that conditions 1 to 84 have been fulfilled. **OTTAWA Planning**