

MENU OF CONDITIONS
FOR DRAFT APPROVAL
Urbandale CORPORATION
4775 Spratt Road

DRAFT APPROVED October 12, 2021

REVISED DD/MM/YYYY

DRAFT APPROVAL EXTENDED FROM DD/MM/YYYY TO DD/MM/YYYY

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The City of Ottawa's conditions applying to the draft approval of Riverside South Development Corporation (RSDC)/Urbandale Corporation's Subdivision (File No. D07-16-20-0018), 4775 and 4875 Spratt Road, are as follows:

	<p>This approval applies to the draft plan certified by Annis O’Sullivan Vollebakk Ltd, Ontario Land Surveyor, dated August, 20, 2021, showing 86 Residential Lots, 20 streets, 118 residential blocks, 2 pathway blocks, 1 commercial block, 2 park blocks, 1 30cm reserve block, 1 road widening block, and 1 school block.</p> <p>This approval applies to the approved conceptual plans and reports in support of the draft plan as follows (list plans, reports and studies associated with the draft approval):</p> <ol style="list-style-type: none"> 1) Assessment of Adequacy of Public Services, prepared by IBI Group, Project No.: 125581-7.03, dated July 2020 2) Geotechnical Investigation, prepared by Patersongroup, Report No. PG5131-1, dated May 29, 2020 3) Groundwater Impact Assessment, prepared by patersongroup, Letter No.: PH4087-LET.01, dated August 14, 2020. 4) Phase 1 ESA, prepared by patersongroup, dated April 2, 2020. 5) Environmental Impact Statement and Tree Conservation Report, prepared by wsp, dated September 8, 2020. 6) Integrated Environmental Review, Riverside South, Phase 17, prepared by wsp, dated September 2020. 7) Transportation Impact Assessment Final Report, prepared by IBI Group, Project No. 125581, dated March 11, 2021. 8) Noise Control Feasibility Study, Project No. 125581-6.04, prepared by IBI, dated March 2021 Update. 9) Stage 1 Archaeological Assessment, 4775 and 4875 Spratt Rd, prepared by patersongroup, dated August 2020. 10) Phasing Plan, Draft Plan of Subdivision, Part of Lots 23 and 24, Concession 1 (Rideau Front), prepared by Annis O’Sullivan Vollbakk Ltd, Revision 8, dated March 12, 2021. 11) Proposed Mobility Plan, Riverside South, Phase 17, Transportation Impact Assessment, Exhibit 15, dated March 2021. <p>Subject to the conditions below, these plans and reports may require updating and/or additional details prior to final approval.</p>	
	<p>The Owner agrees, by entering into a Subdivision Agreement, to satisfy all terms, conditions and obligations, financial and otherwise, of the City of Ottawa, at the Owner’s sole expense, all to the satisfaction of the City.</p>	<p><u>Clearing Agency!</u></p>
	<p><u>General</u></p>	

1.	G1	Prior to the issuance of a Commence Work Notification, the Owner shall obtain such permits as may be required from Municipal or Provincial authorities and shall file copies thereof with the General Manager, Planning, Infrastructure and Economic Development Department.	OTTAWA Planning
2.	G2	<p>Prior to commencing construction, the Owner shall enter into a subdivision agreement with the City. The subdivision agreement shall, among other matters, require that the Owner post securities in a format approved by the City Solicitor, in an amount of 100% of the estimated cost of all works, save and except non-municipal buildings.</p> <p>The aforementioned security for site works shall be for works on both private and public property and shall include, but not be limited to, lot grading and drainage, landscaping and driveways, roads and road works, road drainage, underground infrastructure and services (storm, sanitary, watermains), streetlights, stormwater management works and park works.</p> <p>The amount secured by the City shall be determined by the General Manager, Planning, Infrastructure and Economic Development Department, based on current City tender costs, which costs shall be reviewed and adjusted annually. Securities for on-site works may be at a reduced rate subject to the approval of the General Manager, Planning, Infrastructure and Economic Development Department.</p> <p>Engineering, Inspection and Review fees will be collected based on the estimated cost of the works (+HST) and a park review and inspection fee will be based on 4% (+HST) of the total value of the park works as noted herein and in accordance with the City's Fees By-law for planning applications (By-law No. 2018-24 or as amended).</p>	OTTAWA Planning
3.	G3	The Owner acknowledges and agrees that any residential blocks for street-oriented dwelling units on the final Plan shall be configured to ensure that there will be no more than 25 units per block.	OTTAWA Planning
4.	G4	<p>The Owner acknowledges and agrees that any person who, prior to the draft plan approval, entered into a purchase and sale agreement with respect to lots or blocks created by this Subdivision, shall be permitted to withdraw from such agreement without penalty and with full refund of any deposit paid, up until the acknowledgement noted above has been executed.</p> <p>The Owner agrees to provide to the General Manager, Planning, Infrastructure and Economic Development Department an acknowledgement from those purchasers who signed a purchase and sale agreement before this Subdivision was draft approved, that the Subdivision had not received draft approval by the City. The Owner agrees that the</p>	OTTAWA Legal

		purchase and sale agreements signed prior to draft approval shall be amended to contain a clause to notify purchasers of this fact, and to include any special warning clauses, such as but not limited to Noise Warnings and easements.	
5.	G5	All prospective purchasers shall be informed through a clause in the agreements of purchase and sale of the presence of lightweight fill on the lands, and that the presence of such lightweight fill may result in specific restrictions on landscaping, pools, additions, decks and fencing	OTTAWA Legal
6.	G6	The Owner, or his agents, shall not commence or permit the commencement of any site related works until such time as a pre-construction meeting has been held with Planning, Infrastructure and Economic Development Department staff and until the City issues a Commence Work Notification.	OTTAWA Planning
		<u>Landowners Agreement</u>	
7.	LA1	Prior to registration or early servicing, the Owner agrees to provide the City with a clearance letter from the trustee of the Riverside South Development Corporation (RSDC) Landowners Group, confirming that the Owner is party to the RSDC Landowners Group and that Cost Sharing Agreements (if applicable) and all of the obligations, financial and otherwise, of the landowner(s) of this subdivision have been fulfilled pursuant to the Landowners Agreement.	LG
		<u>Zoning</u>	
8.	Z1	The Owner agrees that prior to registration of the Plan of Subdivision, the Owner shall ensure that the proposed Plan of Subdivision shall conform with a Zoning By-law approved under the requirements of the <i>Planning Act</i> , with all possibility of appeal to the Ontario Municipal Board exhausted.	OTTAWA Planning
9.	Z2	The Owner undertakes and agrees that prior to the registration of the Plan of Subdivision, the Owner shall deliver to the City a certificate executed by an Ontario Land Surveyor showing that the area and frontage of all lots and blocks within the Subdivision are in accordance with the applicable Zoning By-law.	OTTAWA Planning
		<u>Roadway Modifications</u>	
10.	RM1	The Owner shall pay all expenses associated with all works related to roadway modifications, and shall provide financial security in the amount of 100% of the cost of implementing the required works.	OTTAWA Planning

11.	RM2	<p>[Road signage and pavement marking] The Owner agrees to provide a Development Information Form and Geometric Plan indicating:</p> <ul style="list-style-type: none"> a) Road Signage and Pavement Marking for the subdivision; b) Intersection control measure at new internal intersections; and c) location of depressed curbs and TWSIs; <p>prior to the earlier of registration of the Agreement or early servicing. Such form and plan shall be to the satisfaction of the General Manager, Planning, Infrastructure and Economic Development Department.</p>	OTTAWA Planning Transpo Plg
12.	RM4	<p>[Road Modification Agreement] The Owner agrees that where road modification is identified in the City's Development Charges Background Study and By-law, and such modification is deemed necessary in order to facilitate the development of the subdivision as per the supporting transportation studies, the Owner shall either enter into a Roadway Modification Agreement with the City, or, at the City's discretion, have the necessary provisions incorporated into the subdivision agreement. The Owner acknowledges and agrees it is responsible for the cost of all roadway modification works as identified in the Roadway Modification Approval Report as approved pursuant to the Delegation of Authority By-law, or as included in this agreement.</p>	OTTAWA Planning Transpo Plg
13.	RM7	<p>[Traffic calming] Where traffic calming is identified, the Owner acknowledges and agrees to implement traffic calming measures on roads within the limits of their subdivision to limit vehicular speed and improve pedestrian safety. The Owner further acknowledges and agrees that the detailed design for new roads will include the recommendation(s) from the required supporting transportation studies.</p> <p>The Owner agrees that traffic calming measures shall reference best management practices from the Canadian Guide to Neighbourhood Traffic Calming, published by the Transportation Association of Canada, and/or Ontario Traffic Manual. These measures may include either vertical or horizontal features (such measures shall not interfere with stormwater management and overland flow routing), including but not limited to:</p> <ul style="list-style-type: none"> • intersection or mid block narrowings, chicanes, medians; • speed humps, speed tables, raised intersections, raised pedestrian crossings; • road surface alterations (for example, use of pavers or other alternate materials, provided these are consistent with the City's Official Plan polices related to Design Priority Areas); • pavement markings/signage; and 	OTTAWA Planning

		<ul style="list-style-type: none"> temporary/seasonal installations such as flexi posts or removable bollards. 	
		<u>Highways/Roads</u>	
14.	HR1	The Owner acknowledges and agrees that all supporting transportation studies and design of all roads and intersections shall be to the satisfaction of the General Manager, Planning, Infrastructure and Economic Development Department.	OTTAWA Planning
15.	HR2	The Owner shall retain a licensed or registered professional with expertise in the field of transportation planning and/or traffic operations to prepare a Transportation Impact Assessment. The study shall comply with the City of Ottawa's Transportation Impact Assessment Guidelines. The Owner agrees to revise the Draft Plan in accordance with the recommendations of the study.	OTTAWA Planning
16.	HR3	The Owner shall provide for temporary turnarounds for all streets terminating at the edge of any phase of development, prior to registration of the Plan. The Owner agrees that it will convey to the City at no cost any temporary easements that may be required in order to establish the temporary turnarounds. For any portion of the temporary turn-around easements that do not form part of the permanent road allowance, the easements shall be released at the expense of the Owner when the easements are no longer required by the City.	OTTAWA Planning
17.	HR4	The Owner shall convey to the City, at no cost to the City, an unencumbered road widening along <i>Spratt Road</i> and along the Rapid Transit Corridor, 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
18.	HR5	Any dead ends and/or open spaces of road allowances created by this plan of subdivision may be terminated in 0.3 metre reserves. The Owner shall place 0.3 metre reserves on the following locations: <ul style="list-style-type: none"> <i>South end of Street No. 1</i> <i>South end of Street No. 7</i> <i>South end of Street No. 11</i> <i>East end of Street No. 4</i> <i>East end of Street No. 21</i> 	OTTAWA Planning Legal

19.	HR6	The Owner shall provide site triangles at the following locations on the final plan: <ul style="list-style-type: none"> • <i>Local Road to Local Road: 3 m x 3 m</i> • <i>Local Road to Collector Road: 5 m x 5 m</i> • <i>Collector Road to Collector Road: 5 m x 5 m</i> • <i>Collector Road to Arterial Road: 5 m x 5 m</i> 	OTTAWA Planning Legal
20.	HR7	A 0.3 m reserve adjacent to the widened limit of <i>Spratt Road</i> shall be indicated on the plan submitted for registration and conveyed at no cost to the City.	OTTAWA Planning Legal
21.	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 Department.	OTTAWA Planning
22.	HR10	The Owner acknowledges that should the plan be registered in phases; the first phase of registration shall include (and as shown on the phasing plan): <ul style="list-style-type: none"> • <i>Street # 1 between Street #15 and northern limit of plan</i> • <i>Street #7 between Street # 15 and Street # 21</i> • <i>Street # 11 between Street #4 and northern limit of plan</i> • <i>Street # 14, 15, 16, 17, 18, 19, 20, 21 and 22</i> The remainder of the site will be phase 2.	OTTAWA Planning
23.	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
24.	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

25.	HR14	<p>[Development on Private Streets] The Owner covenants and agrees to:</p> <ul style="list-style-type: none"> a) obtain approval for a Common Elements Condominium, or other agreement as deemed appropriate, which condominium or other agreement once registered on title, will set out the obligations between the co-Owners of the common elements for the operation and maintenance of the private streets, private watermains, private hydrants and private water services, such agreement to be to the satisfaction of the City Solicitor. b) design all private watermains within the subdivision to the satisfaction of the City, and it will pay all related costs, including the cost of connection, inspection, and disinfection by City personnel. c) install the private infrastructure services in accordance with the staging schedule approved by the City. 	OTTAWA Planning Legal
26.	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
27.	New (revised Sept 10, 2021)	The Owner acknowledges and agrees that prior to early servicing for the build-outs after Phase 17-1 of the development (as described within the Transportation Impact Assessment, by IBI Group, March 2021 and as shown on the phasing plan) a traffic analysis will be completed by the proponent using updated count data (from 2024 or later) to re-confirm the need for future road network modifications to improve auxiliary lane deficiencies.	OTTAWA Planning
		<u>Public Transit</u>	
28.	PT1	The Owner shall design and construct, at its expense, <u>Borbridge Avenue</u> , <u>Solarium Avenue</u> , and <u>Ralph Hennessy Avenue</u> which have been identified as transit service routes, to Transportation Association of Canada standards, including right-of-way width, horizontal and vertical geometry. The Owner shall design and construct, at its expense, the determined locations for transit passenger standing areas and shelter pads, to the specifications of the General Manager, Planning, Infrastructure and Economic Development Department.	OTTAWA Planning Transit
29.	PT2	The Owner shall ensure that the staging of the Subdivision, including the construction of dwellings, roadways, walkways, and paved passenger standing areas, or shelter pads, shall occur in a sequence that permits the operation of an efficient, high quality transit service at all stages of development.	OTTAWA Transit

30.	PT3	The Owner shall orient dwellings and vehicular accesses in the vicinity of bus stops in such a manner as to avoid traffic conflicts and visual intrusion. Prior to the earlier of early servicing or registration, the Owner shall submit plans to Planning, Infrastructure and Economic Development Department for approval indicating the orientation of all dwellings and private accesses in the vicinity of all bus stop locations.	OTTAWA Planning Transit
31.	PT4	The Owner shall inform all prospective purchasers, through a clause in all agreements of Purchase and Sale and indicate on all plans used for marketing purposes, those streets identified for potential transit services, the location of the bus stops, paved passenger standing areas, or shelters pads and shelters, any of which may be located in front of or adjacent to the purchaser's lot at any time.	OTTAWA Transit
32.	PT5	The Owner agrees to implement a Transit Service Strategy in accordance with the Official Plan. The Owner, together with the City, will determine the method and means by which the developments, as well as adjacent areas, can be efficiently and effectively serviced by transit. The Owner shall enter into an agreement with the Transit Services Branch, prior to the registration of the subdivision, to outline the provision of interim bus service. Said agreement shall include, but not be limited to, the following: establishment of routes and stops and levels of service and provision and maintenance of stops and turnarounds. The agreement may include: funding and cost-sharing arrangements and timing and triggers for the transfer of responsibility to City.	OTTAWA Transit
33. new		Where possible, the Owner shall provide trees in the vicinity of bus stops to add shade, reduce wind, and generally improve the transit waiting experience.	Ottawa Transit
		<u>Geotechnical</u>	
34.	GT1	Where special soils conditions exist, the Owner covenants and agrees that the following clause shall be incorporated into all agreements of purchase and sale of all affected lots and included in the municipal covenant agreement against the title: "The Owner acknowledges that special soils conditions exist on this lot which will require: <ul style="list-style-type: none"> (a) a geotechnical engineer licensed in the Province of Ontario to approve any proposal or design for a swimming pool installation or other proposal requiring an additional building permit on this lot prior to applying for a pool enclosure permit or installing the pool; and (b) the Owner to submit a copy of the geotechnical engineer's or geoscientists report to the General Manager, Planning, Infrastructure 	OTTAWA Planning

		<p>and Economic Development Department at the time of the application for the pool enclosure or additional building permit.</p> <p>The Owner also acknowledges that said engineer or geoscientist will be required to certify that the construction has been completed in accordance with his/her recommendation and that a copy of the certification or report will be submitted to the General Manager, Planning, Infrastructure and Economic Development Department.</p>	
35.	GT2	<p>The Owner shall submit a geotechnical report prepared in accordance with the City's Geotechnical Investigation and Reporting Guidelines and/or Slope Stability Guidelines for Development Applications by a geotechnical engineer or geoscientist, licensed in the Province of Ontario, containing detailed information on applicable geotechnical matters and recommendations to the satisfaction of the General Manager, Planning, Infrastructure and Economic Development which include, but are not limited to:</p> <ul style="list-style-type: none"> a) existing sub-surface soils, groundwater conditions; b) slope stability (including an assessment during seismic loading) and erosion protection, in addition to any building construction requirements adjacent to unstable slope; c) clearly indicate orientation of any cross-sections used in slope stability analysis and location of center of the slip circle; d) grade raise restrictions on the site and, if appropriate, the impacts this will have on the slope stability; e) design and construction of underground services to the building, including differential settlement near any buildings or structures; f) design and construction of roadway, fire routes and parking lots; g) design and construction of retaining walls and/or slope protection; h) design and construction of engineered fill; i) design and construction of building foundations; j) site dewatering; k) design and construction of swimming pools; l) design and construction of park blocks for its intended uses; and m) in areas of sensitive marine clay soils: 	OTTAWA Planning
36.	GT3	<p>[Sensitive marine clay soils]</p> <ul style="list-style-type: none"> a) The Owner agrees to any restrictions to landscaping, in particular the type and size of trees and the proximity of these to structures/buildings due to the presence of sensitive marine clay soils, as per the City's Tree Planting in Sensitive Marine Clay Soils – 2017 Guidelines. b) The Owner agrees to provide the following tests, data, and information prior to zoning approval , in order to determine the sensitivity of the clay 	OTTAWA Planning

		<p>soils and how it will impact street tree planting and potentially front yard setbacks:</p> <ul style="list-style-type: none"> i. Shear Vane analysis including remolded values per ASTM D2573. ii. Atterberg Limit testing per ASTM D4318; with the following data clearly identified, Natural water content (W), Plastic Limit (PL), Plasticity Index (PI), Liquidity Index (LI), and Activity (A). iii. Shrinkage Limit testing per ASTM D4943 with Shrinkage Limit (SL). iv. A separate section within the geotechnical report on sensitive marine clay soils, which will include a signed letter and corresponding map that confirms the locations of low, medium 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. <p>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).</p>	
37.	GT4	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.	OTTAWA Forestry
38.		The Owner acknowledges and agrees to update the geotechnical investigation to reflect the requirements of the City’s 2017 Tree Planting in Sensitive Marine Clay Soil guidelines (in particular, additional Atterberg limits test and shrinkage test) and to complete the boreholes identified in the City original draft plan approval comments (dated December 10, 2020).	OTTAWA Forestry
39.		The Owner covenants and agrees that the following clause shall be incorporated into all agreements of purchase and sale for the whole, or any part, of a lot or block on the Plan of Subdivision, and registered separately against the title:	OTTAWA Forestry

		“The Owner acknowledges that above ground swimming pools must be placed at least 5.0m away from the residence foundation and any neighbouring foundations”	
		<u>Pathways, Sidewalks, Walkways, Fencing, and Noise Barriers</u>	
40.	S1	The Owner acknowledges and agrees that all pathways, sidewalks, walkways, fencing, and noise barriers are to be designed and constructed in accordance with City specifications, at no cost to the City, and to the satisfaction of the General Manager, Planning, Infrastructure and Economic Development Department.	OTTAWA Planning
41.	S2	[Pathways and fencing on private lands] The Owner shall construct a 2.0 metre wide asphalt pathway(s), as well as coated chainlink fencing along the perimeter of the walkway block(s) and plantings at the following locations: <ul style="list-style-type: none"> • Block(s) 151 from Street 19 to Spratt Road • Block(s) 160 between Street 17 and Street 8 	OTTAWA Planning
42.	S3	The Owner agrees to design and construct 2 metre wide sidewalks at the following locations: <ul style="list-style-type: none"> • North side of Street 22 – to connect with sidewalk by Claridge that leads to the MUP along the BRT • Both sides of Street 21 • Both sides of Street 11 • South side of Street 15 – leading to both parks and school • South side of Street 14 abutting the park • Both sides of Street 4 • West side of Street 1 • North and east sides of Street 13 abutting the park block 	OTTAWA Planning
43.	S5	The Owner agrees to connect all new pathways, sidewalks, walkways to the existing pathways, sidewalks, walkways located at the following locations: <ul style="list-style-type: none"> • Along the south of the Bus Rapid Transit line, as appropriate • Both sides of Ralph Hennessy Avenue • To pedestrian connections along Spratt Road 	OTTAWA Planning
44.	S7	[Chain link fence between parks and other lands] 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: <ul style="list-style-type: none"> • Along the western edge of the 0.596 ha park on Street No 14, where it abuts the residential properties. 	OTTAWA Planning Parks

		<ul style="list-style-type: none"> • Along the eastern edge of the 2.36ha park on Street No. 11 abutting future residential lands. • Along the southern edge of the 2.36ha park block abutting the future school block <p>All chain link fencing that separate public lands and residential lots and blocks shall have a maximum opening (the diamond shape area) of no greater than 37 mm in order to comply with the applicable part of the "Pool Enclosure By-Law".</p> <p>b) The Owner agrees that any vinyl-coated chain link fence required to be installed with the exception of parks fencing shall be located a minimum of 0.15 metres inside the property line of the park. Refer to Parks condition X for details.</p>	
45.	S9	<p>[Noise attenuation barriers]</p> <p>a) The Owner agrees to design and erect at no cost to the City, noise attenuation barriers in accordance with City specifications at the following locations, along:</p> <ul style="list-style-type: none"> • BRT corridor; • Street Nos 9,10,11, 21; • Spratt Road; • Ralph Hennessy Avenue (Street No. 10); • Street No. 11. <p>b) The Owner agrees that any noise attenuation barrier required to be installed under this Agreement, shall be located a minimum of 0.30 metres inside the property line of the private property, and the location of the fence shall be verified by an Ontario Land Surveyor, prior to the release of securities for the noise attenuation barrier.</p>	OTTAWA Planning
46.	S10	<p>The Owner shall insert a clause in each agreement of purchase and sale and shall be registered as a notice on title in respect of all lands which fences have been constructed stating that:</p> <p>"Purchasers are advised that they must maintain all fences in good repair, including those as constructed by (<i>developer name</i>) along the boundary of this land, to the satisfaction of the General Manager, Planning, Infrastructure and Economic Development Department. The Purchaser agrees to include this clause in any future purchase and sale agreements".</p>	OTTAWA Planning
		<u>Landscaping/Streetscaping</u>	
47.	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	OTTAWA

		<p>the recommendations contained in the geotechnical report(s), the Tree Conservation Report, and/or the Environmental Impact Statement (if appropriate).</p> <p>The landscape plan(s) shall include detailed planting locations, plant lists which include species, plant form and sizes, details of planting methods, pathway widths and materials, access points, fencing requirements and fencing materials, other landscape features and gateway features where required.</p> <p>The Owner agrees to implement the approved landscape plan(s) and bear all costs and responsibility for the preparation and implementation of the plan(s).</p> <p>The Owner agrees that where sensitive marine clay soils are present, and the geotechnical report has satisfied the applicable conditions of the Tree Planting in Sensitive Marine Clay Soils - 2017 Guidelines, confirmation of adequate soil volumes in accordance with the subject guidelines shall be provided by a Landscape Architect prior to zoning approval.</p> <p>All of the aforementioned are to the satisfaction of the General Manager, Planning, Infrastructure and Economic Development Department.</p>	<p>Planning Forestry</p>
<p>48.</p>	<p>LS2</p>	<p>The Owner agrees that for all single detached and semi-detached lots, a minimum of 1 tree per interior lot and 2 trees per exterior side yard lots (i.e. corner lots) shall be provided on the landscape plan(s).</p> <p>In areas of low/medium plasticity sensitive marine clay soils, the following exceptions in accordance with the Tree Planting in Sensitive Marine Clay Soils - 2017 Guidelines will apply in order to maximize the number of medium size trees:</p> <ul style="list-style-type: none"> a) Where abutting properties form a continuous greenspace between driveways, one medium size tree will be planted instead of two small size trees, provided the minimum soil volume can be achieved. In these cases only, for the purposes of determining the minimum number of trees to be planted, one medium size tree that replaces two small trees will be counted as two trees. b) The medium size tree should be planted as close as possible to the middle of this continuous greenspace (in the right-of-way) to maximize available soil volume. c) On larger lots with sufficient soil volume for a medium size tree, one medium size tree will be planted on each lot (or each side of a corner lot), even if the abutting properties form a continuous greenspace between driveways. 	<p>OTTAWA Planning Forestry</p>

		<p>Along park frontages, the Landscape Plan shall locate trees at a 6-8 metre on-centre separation distance along the full extent of the road right-of-way abutting any park block(s).</p> <p>Should specific site constraints prevent the required allocation of trees, the remaining number of required trees shall be provided within any proposed park(s), open space or environmental blocks, non-residential road right-of-way frontages, stormwater management facility(s), or other suitable alternative locations, to the satisfaction of the General Manager, Planning, Infrastructure and Economic Development Department.</p>	
49.	LS3	<p>In areas of sensitive marine clay soils where the six conditions of the Tree Planting in Sensitive Marine Clay Soils – 2017 Guidelines have been met, the following shall be provided:</p> <p>a) The landscape plan shall include a note indicating that is has been developed as per the geotechnical report(s) (date, author), the letter (date, author), and Map (date, title), to the satisfaction of the General Manager, Planning Infrastructure and Economic Development.</p> <p>b) At the time of tree planting, in addition to providing an F1 inspection form, the Landscape Architect will provide a signed letter indicating that trees have been planted with appropriate soil volume in accordance with the approved Landscape Plan, to the satisfaction of the General Manager, Planning Infrastructure and Economic Development.</p>	OTTAWA Planning
50. new		<p>Should specific site constraints prevent the required allocation of street trees, the laterals for those lots shall be adequately insulated and installed under the driveways to the satisfaction of the General Manager, Planning, Infrastructure and Economic Development Department. Any additional trees that are not able to be accommodated are to be planted as per condition LS2.</p>	OTTAWA Planning
51. new		<p>Should specific site constraints, notwithstanding the option of lateral-relocation as per previous condition, prevent the required allocation of street trees, to the satisfaction of the General Manager, Planning, Infrastructure and Economic Development Department, they are to be planted as per condition LS2.</p>	OTTAWA Planning
52. new		<p>Coniferous trees shall be placed strategically within the development and shall not typically be placed on townhouse blocks, unless on an appropriately sized end or corner-lot.</p>	OTTAWA Planning
		<u>Tree Conservation</u>	
53.	TC1	[Urban area]	OTTAWA

		<p>The Owner acknowledges and agrees to abide by the Tree Protection By-law, 2020-340, and that any trees to be removed from the site shall be in accordance with an approved Tree Permit.</p> <p>The Owner agrees to implement the measures recommended in the supporting tree conservation report to ensure preservation of the trees identified for protection, in accordance with the City's tree protection requirements listed within the Tree Protection By-law, 2020-340. All of which are to the satisfaction of the General Manager, Planning, Infrastructure and Economic Development Department.</p>	Planning										
54.	TC3	The Owner agrees to maintain the tree protection measures until construction is complete and/or the City has provided written permission to remove them.	OTTAWA Planning										
		<u>Gateway Features</u>											
55.	GF2	<p>The Owner acknowledges and agrees that the proposed Secondary Neighbourhood Gateway Feature(s) located at Ralph Hennessy Avenue (Street #11) and Street #21 shall be designed, constructed and certified by a qualified professional and shall be in accordance with the City's Design Guidelines for Development Application Gateway Features, applicable by-laws and policies.</p> <p>Prior to the earlier of registration or installation, the Owner shall deposit security to guarantee on-going maintenance and removal of the Secondary Neighbourhood Gateway Feature(s).</p> <p>The Owner shall be solely responsible for the on-going upkeep and maintenance of the Secondary Neighbourhood Gateway Feature until it is removed, upon which time the security may be released.</p> <p>All of the aforementioned are to the satisfaction of the General Manager, Planning, Infrastructure and Economic Development Department.</p>	OTTAWA Planning										
		<u>Parks</u>											
56.	P1	<p>The parkland dedication requirement has been calculated at the rates established for residential purposes in the Parkland Dedication By-law 2009-95 for a dedication requirement of 4.159 ha. In the event that the number of dwelling units changes, the required parkland dedication requirement will also change. The area of required parkland dedication has been calculated as follows:</p> <table border="1" data-bbox="300 1795 1252 1894"> <thead> <tr> <th>Proposed Use</th> <th>Number of Dwelling Units</th> <th>Land Area (ha)</th> <th>Parkland Dedication Rate</th> <th>Parkland Dedication (ha)</th> </tr> </thead> <tbody> <tr> <td> </td> <td> </td> <td> </td> <td> </td> <td> </td> </tr> </tbody> </table>	Proposed Use	Number of Dwelling Units	Land Area (ha)	Parkland Dedication Rate	Parkland Dedication (ha)						OTTAWA Planning Parks
Proposed Use	Number of Dwelling Units	Land Area (ha)	Parkland Dedication Rate	Parkland Dedication (ha)									

		Single detached dwellings	400	N/A	1 ha per 300 dwelling units	1.333	
		Townhomes	740	N/A	1 ha per 300 dwelling units	2.467	
		Stacked Townhouses (Medium Density Block 93)	100	N/A	1 ha per 300 dwelling units	0.333	
		Commercial (Block 97)		0.929 ha net land area + 0.359 ha (50% of Street No. 11 adjacent to block) = 1.288 ha	2% of gross land area	0.026	
		Total	1,240			4.159	
57.	P2	In accordance with the <i>Planning Act</i> and the City of Ottawa Parkland Dedication By-law, the Owner shall convey Park Blocks <u>96 and 145</u> to the City, at no cost, as dedicated parkland. The Owner agrees the areas of the Park Blocks shall be approximately <u>2.36 ha for Block 96</u> and <u>0.596 ha for Block 145</u> . The total area of parkland to be conveyed to the City shall be approximately <u>2.956 ha</u> . The size and configuration of the Park Block(s) on the Final Plan shall be to the satisfaction of the General Manager, Recreation, Cultural & Facility Services.					OTTAWA Parks
58. revised	P3	The Owner acknowledges and agrees that there will be an under dedication of approximately 1.203 ha of parkland. The Owner further acknowledges and agrees that the under dedication of parkland within this subdivision is required to be offset by the over dedication of parkland elsewhere in the Riverside South Community Design Plan area, to the satisfaction of the General Manager, Recreation, Cultural and Facility Services.					OTTAWA Planning Parks
59. revised	P4	The Owner acknowledges and agrees to design and construct at its cost the parkland, identified as Park Blocks <u>Blocks 96 and 145</u> 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(s). The plans and					OTTAWA Parks

		<p>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, and shall be referred to as the "Park Development Budget".</p> <p>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.</p>	
60. revised	P5	<p>All Owner obligations associated with the Park Block(s) must be completed to the satisfaction of the General Manager, Recreation, Cultural and Facility Services Department within two years of registration.</p> <p>In the event that the park construction commences more than two years after the registration of the subdivision phase that contains the Park Block(s), the Owner agrees that the Park Development Budget shall be based on the park development rate per hectare in effect at the time of the commencement of the park construction.</p>	OTTAWA Parks
61. revised	P6	<p>The Owner acknowledges and agrees that no stormwater management facilities, overland flow routes, and/or encumbrances of any kind such as retaining walls, utility lines or easements of any kind shall be located on, under, or in front of, dedicated park blocks.</p> <p>If encumbrances exist on site, the removal and/or mitigation of the encumbrances shall be the responsibility of the Owner, at the Owner's expense.</p> <p>All of the aforementioned shall be to the satisfaction of the General Manager, Recreation, Cultural and Facility Services Department.</p>	OTTAWA Parks
62. revised	P7	<p>The Owner acknowledges and agrees that any encumbrances at, above or below the surface, which are not solely for the benefit of the park, such as retaining walls, utility lines, parking garages, floodplain areas, wildlife and vegetation buffers or easements of any kind on lands, or portion thereof encumbering the design and function of the future Park Block(s) must be approved by the General Manager of Recreation, Culture and Facility Services Department, and will not form part of the <i>Planning Act</i> parkland dedication requirements.</p>	OTTAWA Parks
63. Revised	P8	<p>The Owner agrees the Park Block(s) must be fully developable for its intended use based on a geotechnical report. If any constraints to development of the Park Block(s) are found the measures necessary to</p>	OTTAWA Parks

		<p>mitigate the constraints and to provide a subgrade suitable for the intended park(s) uses as identified in the Facility Fit Plan, or if a Facility Fit Plan has not yet been prepared for intended park uses as identified by Parks planning staff, will be undertaken by the Owner. The Owner is solely responsible for the costs of any necessary mitigation measures in addition to the Park Development Budget.</p> <p>All of the aforementioned are to the satisfaction of the General Manager, Recreation, Cultural and Facility Services Department.</p>	
64. revised	P9	<p>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(s) to facilitate rough grading of the area. The Owner agrees that the Owner may stockpile the topsoil either on or off the Park Block(s).</p> <p>If the removal of the native topsoil is required, the Owner agrees to provide replacement topsoil, at a sufficient depth and quality for the park(s) as per City Standards for park topsoil. All work shall proceed in accordance with the applicable regulations.</p>	OTTAWA Parks
65. revised	P10	<p>The City acknowledges and agrees that the Owner may use the Park Block(s) 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 O. Reg.406/19: On-site and Excess Soil Management, as amended.</p> <p>The Owner agrees contaminated soils shall not be stockpiled on future park areas. The Owner agrees to provide to the City documentation of the source and quality of the soils temporarily stored on the future park areas.</p> <p>The Owner acknowledges and agrees that in the event that the Owner chooses to use the parkland for stockpiling or staging, once this use of the parkland is completed, all materials will be removed from the parkland and a geotechnical 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, Planning, Infrastructure and Economic Development.</p> <p>The Owner agrees that any remediation required to the parkland as result of the Owner's use of the parkland will be at the Owner's expense and will be in addition to the estimated Park Development Budget calculated at the per hectare rate as indexed and such remediation work shall be completed</p>	OTTAWA Parks

		to the satisfaction of the General Manager, Planning, Infrastructure and Economic Development.	
66.	P11	The Owner further agrees to prepare and submit after 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
67. Revised	P12	<p>The Owner acknowledges and agrees that it is the responsibility of the Owner to fill and rough grade the park where necessary to meet subdivision grades, 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.</p> <p>Any fill imported to the future Park Block(s) must be conducted in accordance with O. Reg.406/19: On-site and Excess Soil Management, 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 regulation. Importation of soils with no chemical testing will not be permitted. Additional testing may be required by the Qualified Persons as defined in the regulation.</p> <p>Copies of all records related to all soils imported to the future park areas must be provided to the City. It is the responsibility of the Owner to fill and rough grade the park where necessary, with clean earth borrow, compacted and leveled within the park block accordingly, to provide for positive surface drainage as per the City Standards for Park Fill and rough grading as per the approved subdivision grading plan. All at the expense of the Owner. All works and fill materials are to be approved by the General Manager, Planning, Infrastructure and Economic Development Department prior to being placed on site.</p> <p>All work shall proceed in accordance with the applicable regulations and according to the current (at time of work) approved City details and specifications.</p>	OTTAWA Planning Parks
68. revised	P13	<p>The Owner acknowledges and agrees that it is the responsibility of the Owner to undertake the final grading of the Park Block(s) as per the park working drawings / grading and drainage plan. The final grading will be covered by the Park Development Budget to a maximum of 10% of the park construction cost sub-total. Additional grading beyond this maximum will be at the Owner's expense.</p> <p>All works and design drawings are subject to the approval of the General</p>	OTTAWA Planning Parks

		Manager, Recreation, Cultural and Facility Services Department and the General Manager, Planning, Infrastructure and Economic Development Department.	
69. revised	P14	<p>Unless otherwise specified the Owner shall provide the following services and utilities to all Park Blocks:</p> <ul style="list-style-type: none"> a) A 300mm diameter storm sewer and CB/MH at 2m inside the park property line. b) A 50mm diameter water line complete with standpost at 2m inside the park property line. 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. <p>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.</p> <p>All works shall be shown on the approved drawings and shall be subject to the approval of the General Manager, Planning, Infrastructure and Economic Development.</p>	OTTAWA Planning Parks
70.	P15	<p>The Owner shall install fencing of uniform appearance and quality, with a minimum height of five feet (5') (1.5m) along the common boundary of all residential lots and other lots which abut the Park Block(s), including <u>School Block 193</u> located adjacent to <u>Park Block 96</u>. Fences shall be installed 0.15m on the park property side of the common property line, and the location of the fence shall be verified by an Ontario Land Surveyor. All fences must adhere to the City's fence By-law 2003-462. Fence materials will be of commercial grade and consist of 6-gauge black vinyl coated chain link material and black powder coated schedule 40 pipe rails and posts or an approved alternative.</p>	OTTAWA Planning Parks
71.	P16	<p>[No Gates] No access from private property to passive public property will be allowed. 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:</p>	OTTAWA Parks

		“The Transferee for himself, his heirs, executors, administrators, successors and assigns acknowledges being advised that gates accessing public property are not permitted in the fences.”	
72.	P17	<p>The Owner shall include a clause in each Agreement of Purchase and Sale and shall be registered as a notice on title in respect of all Lots and Blocks which shall provide notification to all purchasers of lands within the Subdivision that parkland within this subdivision and/or already existing in the vicinity of the subdivision may have:</p> <ul style="list-style-type: none"> a) active hard surface and soft surface recreational facilities b) active lighted sports fields and other lit amenities c) recreation and leisure facilities d) potential community centre e) day care f) other potential public buildings / facilities / amenities. 	OTTAWA Parks
73. revised	P18	The Owner acknowledges and agrees that, if the approved park concept design contains amenities proposed by the Owner that exceed the Park Development 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
74. revised	P19	The Owner acknowledges and agrees that, following registration of this agreement, the Park Block(s) 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
75.	P20	The Owner acknowledges and agrees that where multiple parks are to be developed within a Community Design Plan (CDP) area or draft plan of subdivision with multiple land-owners, the land-owners will enter into a cost sharing agreement to cover the cost of the development of the parks as per the direction of OPA 159. Prior to registration of the Subdivision Agreement, the Owner shall submit to the City proof from the landowners’ trustee that the Owner is party to the cost sharing agreement and has paid its share of any costs pursuant to the landowner’s agreement, or the Owner shall submit other suitable documentation from the landowners’ trustee demonstrating that the Owner is participating in the landowners’ agreement, to the satisfaction of the General Manager, Recreation, Cultural and Facility Services.	OTTAWA Planning Parks
76.	P21	The Owner acknowledges and agrees that Schedule C-6A dated October 21, 2020, of the Riverside South Landowners Cost Sharing Agreement is	

revised		<p>based on the inclusion of a third park with an area of approximately 3.25 ha within the draft plan of subdivision. This park was identified on a draft Land Use Plan that was prepared for a proposed update to the Riverside South CDP in 2019, which was not approved. The Owner acknowledges and agrees that a 1.4 ha park shall be provided on the adjacent Mion property to serve this area as shown on the approved Riverside South CDP (2016) Land Use Plan and in the draft Modified Area Parks Plan instead of providing a 3.25 ha park within the draft plan of subdivision.</p> <p>Prior to registration, the Owner agrees to update the Riverside South Landowners Cost Sharing Agreement to remove the 3.25 ha park allocation to the draft plan of subdivision and to add a 1.4 ha park on the adjacent Mion property to reflect the park distribution in the approved Riverside South CDP (2016) and the draft Riverside South Modified Area Parks Plan, to the satisfaction of the General Manager, Recreation, Cultural and Facility Services. The Owner further agrees to submit the update of the Riverside South Landowners Cost Sharing Agreement as well as a clearance letter from the Trustee, to the City prior to registration of the subdivision agreement, to the satisfaction of the General Manager, Recreation, Culture and Facility Services.</p>	
77. revised	P22	<p>The Owner agrees that if the actual parkland dedication requirement for the subdivision exceeds the estimated parkland dedication requirement allocated to the subdivision in the Riverside South Cost Sharing Agreement or as estimated in the Riverside South Community Design Plan (2016) due to an increase in residential density, an increase in the number of dwelling units and/or a change to the land use, the Owner shall offset the additional parkland dedication requirement by increasing the amount of parkland dedication to be conveyed within the subdivision, providing additional parkland dedication outside of the subdivision within the Riverside South CDP area, and/or providing cash-in-lieu of parkland dedication in accordance with the Parkland Dedication By-law, to the satisfaction of the General Manager, Recreation, Cultural and Facility Services.</p>	OTTAWA Planning Parks
78.	P23	<p>Prior to the acceptance of <u>Park Blocks 96, and 145</u> the Owner agrees to remove any dead, dying or fallen trees and debris from within the Park Block that pose a safety risk. 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.</p>	OTTAWA Planning Parks
79. revised	P24	<p>The Owner acknowledges and agrees to erect, at its expense, on the Park Block at locations selected by the General Manager, Planning, Infrastructure and Economic Development a professional manufactured sign. Sign material, size and installation and construction details shall be</p>	OTTAWA Parks

		<p>to the satisfaction of the General Manager, Recreation, Cultural and Facility Services. The signs shall clearly read, in English and in French:</p> <p style="padding-left: 40px;">Future Parkland No Dumping No Removal Soil or Vegetation No Storage of Materials</p> <p style="padding-left: 40px;">Parc futur Il est interdit de jeter des déchets Il est interdit d'enlever le sol ou la végétation Entreposage de matériaux interdit</p> <p>The Owner further agrees to maintain the signs (including graffiti) and such signs shall be removed only with the approval of the General Manager, Recreation, Cultural and Facility Services.</p>	
80. revised	P25	<p>Upon registration of the subdivision and transfer of ownership of the Park Block(s) to the City, the Owner agrees to provide:</p> <ul style="list-style-type: none"> • a certificate of insurance that names the City of Ottawa as Additional Insured, and • a letter of credit which covers the full amount of the Park Design and Construction Cost to ensure the work is completed, <p>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,</p>	OTTAWA Parks
81. revised	P26	<p>The Owner acknowledges and agrees that no work within the right-of-way in front of, or around, any boundary of the park will be a park cost. All right-of-way work including, tree planting, topsoil and sod, and all hard surface work will be at the Owners' expense.</p> <p>Where a park plaza or landscape feature extends into the right-of-way as a continual element of the park development, this work may be considered park work at the discretion of the General Manager, Recreation, Cultural and Facility Services.</p>	OTTAWA Parks
82. new	P27	<p>The Owner acknowledges and agrees that if there is a deficiency in the quantity of street trees within the Subdivision, and the Owner and the City mutually agree that those trees shall be planted within the Park Block(s), the supply and installation of those trees shall be at the Owners' expense, outside of the Park Development Budget.</p>	

83. revised	P29	<p>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 (+HST) to the City for the design and the construction of the Park Block(s). The City will proceed with the 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.</p> <p>The expected cost of the park(s) 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 registration of the phase of development, which includes the Park Block(s) (referred to as the Park Development Budget) plus a 5% administrative fee for City forces to execute the project plus 13% HST on the total amount. The funding for park works will be paid to the City at the time of registration for the phase of development, which includes the Park Block(s). All standard subdivision conditions associated with the park, including, but not limited to: fencing, fill and rough grading, topsoil replacement, tree removal and services stubbed to within 2.0 m inside the Park Block(s) will remain a subdivision cost to be covered by the Owner separate from the Park Development Budget.</p>	OTTAWA Parks
		<u>Environmental Constraints</u>	
84.	EC1	The Owner shall prepare an Integrated Environmental Review and/or an Environmental Impact Statement, in accordance with the policies of the Official Plan, to the satisfaction of the General Manager, Planning, Infrastructure and Economic Development Department.	OTTAWA Planning CA
85.	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.	OTTAWA Planning
86.	EC3	<p>The Owner acknowledges and agrees that the construction of the subdivision shall be in accordance with the recommendations of the RIVERSIDE SOUTH PHASE 17 ENVIRONMENTAL IMPACT STATEMENT AND TREE CONSERVATION REPORT prepared by WSP September 8, 2020:</p> <ul style="list-style-type: none"> • MECP consultation and approval/ESA permit for species at risk, 	OTTAWA Planning CA

		<ul style="list-style-type: none"> • Erosion and sediment control measures should be implemented prior to construction. This typically involves the installation of silt fencing. • Implement permeable surfaces where possible into design and construction to limit runoff • Landscaping plans should consider use of appropriate native species to offset loss of species or general abundance • Tree retention should be prioritized where possible (park blocks/school blocks) • Clearing of vegetation should be avoided during the breeding bird period (April 1st – August 31st) • Vegetation clearing should occur outside of the bat active season (March 15th to September 15th) • Installation of eight bat boxes (two per post) in appropriate areas near retained vegetation and habitat features • Landscaping should consider use of native wildflowers such as Milkweed to compensate for loss of potential foraging habitat for Milkweed. • other standard recommendations as listed in the EIS. 	
87.	EC4	The Owner agrees to abide by all appropriate regulations associated with Provincial and Federal statutes for the protection of wildlife, including migratory birds and species at risk.	OTTAWA Planning
88. new	EC4a	The Owner acknowledges that the endangered species butternut (<i>Juglans cinerea</i>) was identified as present on or adjacent to the property in the Environmental Impact Statement/Tree Conservation Report and special requirements must be met. Prior to registration, early servicing or any on-site works that might result in harm or destruction of the species or its habitat, the Owner will obtain the necessary approvals from the Ministry of Environment Conservation and Parks (MECP) under the regulations of the Endangered Species Act, or provide written confirmation from the MECP that no there is no suitable or significant habitat present on the site. The Owner shall maintain a minimum 50 metre buffer, untouched, surrounding the habitat on the site until confirmation has been received from the MECP and any necessary approvals obtained. A copy of the written correspondence and the approval (if required) shall be provided to the General Manager, Planning, Infrastructure and Economic Development prior to registration and/or the issuance of a Commence Work order.	Ottawa Planning
89. new		That prior to registration a detailed stormwater management plan consistent with the conceptual plan “Assessment of Adequacy of Public Services – Riverside South Phase 17, 4775 & 4875 Spratt Road, Riverside South Community” dated July 2020, prepared by IBI Group is submitted to the satisfaction of the RVCA and the City of Ottawa.	RVCA
90. new		That the subdivision agreement contain a clause with wording to the satisfaction of the Rideau Valley Conservation Authority and the City of Ottawa whereby the Owner acknowledges and agrees to implement all of the recommendations in the approved final stormwater management plan	RVCA

91. new		That the subdivision agreement contain a clause with wording to the satisfaction of the Conservation Partners and the City of Ottawa whereby the Owner acknowledges and agrees that prior to commencement of construction of this subdivision (clearing, grubbing, roads, utilities, any off-site works, etc.) the owner shall: a. Have an erosion and sediment control plan prepared by a professional engineer in accordance with current best management practices, b. Have this plan approved by the City of Ottawa, and c. Provide certification to the City of Ottawa and the Conservation Partners by a professional engineer that the plan has been implemented.	RVCA
		<u>Schools</u>	
92.	SC1	The Owner acknowledges and agrees to reserve <u>Block 193 (3.11 hectare)</u> on the draft plan of subdivision as a school site for the Ottawa-Carleton District School Board (OCDSB) The final size, configuration and servicing for the school site shall be to the satisfaction of the OCDSB School Board and the General Manager, Planning, Infrastructure and Economic Development Department.	OCDSB
93.	SC2	The Owner agrees to enter into a legal agreement with the Ottawa-Carleton District School Board for the reservation of the designated school site known as <u>Block 193</u> on the draft plan of subdivision for a period of up to seven years from the date of registration of the plan which contains the school site.	OCDSB
94.		That 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 by directing students to schools outside their community.	OCDSB
95.		No uses, such as, but not limited to: stormwater ponds or utility lines or easements, or any kind shall be located on designated school site blocks without the express written concurrence of the OCDSB.	OCDSB
96.		The owner shall neither deposit nor permit to be deposited fill, debris, building materials or equipment, nor allow vehicle access for any purpose on the designated school block lands of the subdivision, and furthermore, the owner shall neither remove nor permit to be removed, any fill, top soil, trees or shrubs from the said lands without the express written concurrence of the OCDSB.	OCDSB
		<u>Archaeology</u>	
97.	ARC1	Where the Owner is required to undertake an archaeological assessment: i. The Owner acknowledges having been required to retain a licensed consultant archaeologist to undertake an archaeological assessment	OTTAWA Planning MTCS

		<p>of the entire property, including 1:10,000 scale mapping, “Archaeological Site Record” and report(s);</p> <ul style="list-style-type: none"> ii. The Owner agrees to implement the recommendations of the approved assessment, including mitigation, through preservation or removal and documentation of archaeological resources; and iii. The Owner agrees that no site works shall take place until any archaeological resource conservation concerns have been addressed. <p>All of the above noted conditions shall be to the satisfaction of the Ministry of Tourism and Culture and the General Manager, Planning, Infrastructure and Economic Development Department.</p>	(Ministry provides written clearance to the City prior to registration, usually at the request of the applicant.)
		<u>Stormwater Management</u>	
98.	SW1	<p>The Owner shall provide any and all stormwater reports in accordance with the Assessment of Adequacy of Public Services Report that may be required by the City for approval prior to the commencement of any works in any phase of the Plan of Subdivision. Such reports shall be in accordance with any watershed or subwatershed studies, conceptual stormwater reports, City or Provincial standards, specifications and guidelines. The reports shall include, but not be limited to, the provision of erosion and sedimentation control measures, implementation or phasing requirements of interim or permanent measures, and all stormwater monitoring and testing requirements.</p> <p>All reports and plans shall be to the satisfaction of the General Manager, Planning, Infrastructure and Economic Development Department.</p>	OTTAWA Planning CA
99.	SW2	<ul style="list-style-type: none"> (a) Prior to the commencement of construction of any phase of this Subdivision (roads, utilities, any off site work, etc.) the Owner shall: <ul style="list-style-type: none"> i. have a Stormwater Management Plan and an Erosion and Sediment Control Plan prepared by a Professional Engineer in accordance with current best management practices; ii. (if appropriate) provide all digital models and modelling analysis in an acceptable format; iii. have said plans approved by the General Manager, Planning, Infrastructure and Economic Development Department, and iv. provide certification through a Professional Engineer licensed in the province of Ontario that the plans have been implemented. (b) All submissions and any changes made to the Plan shall be submitted to the satisfaction to the City and the (specify Mississippi Valley / Rideau Valley / South Nation) Conservation Authority. 	OTTAWA Planning CA

		(c) The Owner shall implement an inspection and monitoring plan to maintain erosion control measures.	
100.	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
101.	SW6	The Owner agrees that the development of the Subdivision shall be undertaken in such a manner as to prevent any adverse effects, and to protect, enhance or restore any of the existing or natural environment, through the preparation of any storm water management reports, as required by the City.	OTTAWA Planning
102.	SW7	The Owner covenants and agrees that the following clause shall be incorporated into all agreements of purchase and sale for the whole, or any part, of a lot or block on the Plan of Subdivision, and registered separately against the title: “The Owner acknowledges that some of the rear yards within this subdivision are used for on-site storage of infrequent storm events. Pool installation and/or grading alterations and/or coach houses on some of the lots may not be permitted and/or revisions to the approved Subdivision Stormwater Management Plan Report may be required to study the possibility of modification on any individual lot. The Owner must obtain approval of the General Manager, Planning, Infrastructure and Economic Development Department of the City of Ottawa prior to undertaking any grading alterations.”	OTTAWA Legal
103.	SW8	Where the Owner is required under this Agreement to provide the oversize and/or over-depth storm sewers or open drains in order to make provisions for later development of upstream lands not owned by the Owner herein, as referred to in the approved plans, the City will, insofar as it legally may, require that payment shall be made by the Owner of such upstream undeveloped land which will utilize the said storm sewers as an outlet(s), prior to registration. The amount of payment shall be determined by the General Manager, Planning, Infrastructure and Economic Development Department.	
		<u>Sanitary Services</u>	
104.	SS1	The Owner agrees to submit detailed municipal servicing plans, prepared by a Professional Civil Engineer licensed in the Province of Ontario, to the	OTTAWA Planning

		General Manager, Planning, Infrastructure and Economic Development Department.	
105.	SS2	Where the Owner is required under this Agreement to provide and install sanitary sewers of a diameter larger and/or at a greater depth than would be required to service the area to be developed, as detailed in the approved plans of this agreement, the Owner shall convey to the City such 0.3m reserves as may be necessary to prevent the Owners and developers of adjacent lands from making connections to the sanitary sewers installed by the Owner, the City will, insofar as it legally may, require other persons connecting to the sewer to pay an equitable share of the cost thereof to the Owner. The amount of payment shall be determined by the General Manager, Planning, Infrastructure and Economic Development Department.	OTTAWA Planning
106.	SS3	As the Owner proposes a road allowance(s) of less than 20 metres, and if the Owner also proposed boulevards between 4.0 and 5.0 metres wide, the Owner shall meet the following requirements: <ul style="list-style-type: none"> a) extend water, sanitary, and storm services a minimum of 2.0 metres onto private property during installation before being capped; b) install high voltage electrical cable through the transformer foundations to maintain adequate clearance from the gas main; c) provide and install conduits as required by each utility; d) provide and install transformer security walls when a 3.0 metres clearance, as required by the Electrical Code, cannot be maintained. The design and location of the security wall must be approved by the local hydro utility; and e) install all road-crossing ducts at a depth not to exceed 1.2 metres from top of duct to final grade. 	OTTAWA Planning
		<u>Water Services</u>	
107.	W1	The Owner agrees to design and construct all necessary watermains and the details of water servicing and metering for the lots abutting the watermains within the subject lands. The Owner shall pay all related costs, including the cost of connection, inspection and sterilization by City personnel, as well as the supply and installation of water meters by the City.	OTTAWA Planning
108.	W2	The Owner shall prepare, at its cost, a hydraulic network analysis of the proposed water plant within the Plan of Subdivision and as it relates to the existing infrastructure. This analysis shall be submitted for review and approval as part of the water plant design submission.	OTTAWA Planning

109.	W3	The Owner acknowledges and agrees not to permit any occupancy of buildings on the individual Lots described in Schedule "A" until the water plant has been installed, sterilized and placed in service to the satisfaction of the General Manager, Planning, Infrastructure and Economic Development Department.	OTTAWA Planning
110.	W4	The Owner further acknowledges and agrees that the service post, which is the fitting located near the property line that allows access to the shutoff valve, must be visible, raised to finished grade and in working condition in order for the City to turn on the service.	OTTAWA Planning
111.	W5	The owner acknowledges and agrees to provide a Water Age Analysis prior to registration which reflects their proposed phasing and scheduling. Where required, through this analysis or through testing, the Owner acknowledges and agrees that flushing infrastructure will be installed at no cost to the City, and that the Owner will be responsible for all costs associated with the consumption and disposal of water, as required, to ensure that adequate chlorine residual is maintained throughout the water system, all to the satisfaction of the General Manager, Public Works and Environmental Services	OTTAWA Planning
112.	W6	The Owner acknowledges and agrees not to apply for, nor shall the City issue, building permits for more than 50 dwelling units (or the equivalent) where the watermain for such units is not looped. Any unit serviced by a looped watermain that is not looped shall be required to have sufficient fire protection, to the satisfaction of the General Manager, Planning, Infrastructure and Economic Development Department.	OTTAWA Planning
		<u>Serviced Lands</u>	
113.	SL1	The Owner shall be responsible for the provisions of the following works, including oversizing and over depth (where appropriate), at its cost, in accordance with plans approved by the General Manager, Planning, Infrastructure and Economic Development Department, and/or the Province: <ul style="list-style-type: none"> a. Watermains; b. Sanitary Sewers; c. Storm Sewers; d. Roads and traffic plant(s); e. Street Lights; f. Sidewalks; g. Landscaping; h. Street name, municipal numbering, and traffic signs; i. Stormwater management facilities; and j. Grade Control and Drainage. 	OTTAWA Planning

114.	SL2	The Owner shall not commence construction of any Works or cause or permit the commencement of any Works until the City issues a Commence Work Notification, and only then in accordance with the conditions contained therein.	OTTAWA Planning
115.	SL3	The Owner agrees to provide services oversized and over depth to service lands beyond the limits of the subdivision as required and to the satisfaction of the General Manager, Planning, Infrastructure and Economic Development Department.	OTTAWA Planning
116.	SL4	The Owner shall not be entitled to a building permit, early servicing, or commencement of work construction until they can demonstrate that there is adequate road, sanitary, storm, and watermain capacity and any Environmental Compliance Approvals (ECA) necessary are approved. All are to the satisfaction of the General Manager, Planning, Infrastructure and Economic Development Department.	OTTAWA Planning
		<u>Unserviced Lands</u>	
117. new	UL	Groundwater Impact Assessment: The Owner acknowledges and agrees that as part of the first detailed engineering submission, to provide an updated groundwater impact assessment that addresses the City's comments that were provided via email on April 29, 2021 to the satisfaction of the General Manager, Planning, Infrastructure and Economic Development Department.	OTTAWA Planning
118. new	UL	<p>Hydrogeological Baseline Water Quality Sampling Program</p> <p>a) Prior to early servicing or registration, whichever is earlier, the Owner shall submit a Hydrogeological Baseline Water Quality Sampling Program, for review and approval by the General Manager, Planning, Infrastructure and Economic Development, in accordance with the recommendations of the Desktop Hydrogeological Impact Assessment. Prior to contacting the residents, the pre-survey letter is to be reviewed and approved by the General Manager, Planning, Infrastructure and Economic Development.</p> <p>b) The Owner acknowledges and agrees that the Hydrogeological Baseline Water Quality Sampling Program will apply to all properties that are either wholly or partially within the boundary recommended by the Desktop Hydrogeological Impact Assessment mentioned above. All properties within this designated boundary are to be sampled. Any exception will require a thorough rationale documenting why the property could not be sampled.</p> <p>In Case of a Complaint</p>	OTTAWA Planning

		<p>In the case of a complaint filed with the City with respect to impact on domestic water supply by a residence identified in the Hydrogeological Baseline Water Quality Sampling Program, unless otherwise indicated in writing to the City, the Owner shall provide temporary water supply within twelve (12) hours of a legitimate complaint. The Owner shall retain a hydrogeologist to investigate the cause of the problem and shall submit a report within fifteen (15) working days of the complaint to the General Manager, Planning, Infrastructure and Economic Development for review. Should the General Manager, Planning, Infrastructure and Economic Development determine that the cause of the problem is the subdivision, the Owner shall provide the residence with a permanent water supply in a timely manner and with equivalent or better quality and quantity, consisting of either:</p> <ul style="list-style-type: none"> a) A new well, complete with a pump, piping and all appurtenances required to provide potable water to the house, including abandonment of the existing well; or b) If possible, connection to municipal water, including all associated costs to bring the service to the house, including abandonment of the existing well. <p>The temporary water supply shall remain in place until the permanent water supply has been provided or the City has determined that the Owner is not responsible.</p>	
		<u>Utilities</u>	
119.	U1	<p>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).</p>	OTTAWA Planning
120.	H1	<p>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.</p>	Hydro Ottawa

121.	H2	The Owner may be required to enter into an Electrical Servicing Agreement with Hydro Ottawa Limited, to the satisfaction of Hydro Ottawa.	Hydro Ottawa
122.	H3	The Owner may be responsible for a Capital Contribution payment(s) towards a distribution system expansion, if the proposed development requires electrical servicing greater than can be provided by the existing distribution system in the vicinity, either in capacity or in extension limit. This amount shall be in accordance with Hydro Ottawa's Contributed Capital Policy and Conditions of Service.	Hydro Ottawa
123.	H4	Hydro Ottawa's standard distribution network is overhead for any voltage system along or through open fields, business parks, rural areas, arterial, major collector and collector roads; any additional premium costs beyond the standard shall be at the Owner's cost; in all instances, electrical distribution above 27kV shall be via overhead distribution.	Hydro Ottawa
124.	H5	The Owner shall be responsible for servicing the buildings within the property. Only one service entrance per property shall be permitted.	Hydro Ottawa
125.	H6	Prior to commencement of any construction activities, the Owner shall inform Hydro Ottawa of any acute shock construction process or rubberization to be used during construction, and apply Hydro Ottawa's work procedure UDS0022 "Protecting Electrical Distribution Underground Plant & Support Structures from Acute Shock Construction Processes". The Owner shall be responsible for any damage to Hydro Ottawa distribution assets.	Hydro Ottawa
126.	H7	Hydro Ottawa prohibits any change of grade that results in reduced life expectancy of the asset. Any change in grade of more than 0.3m in the vicinity of proposed or existing electric utility equipment shall be reviewed with Hydro Ottawa. The proposed grade change is more than 0.3m. The Applicant agrees to identify the location during the detailed engineering design.	Hydro Ottawa
127.	H8	The Owner shall ensure that any landscaping or surface finishing does not encroach into existing or proposed Hydro Ottawa's overhead or underground assets or easement. When proposing to place plantings in proximity of existing power lines, the Owner shall refer to Hydro Ottawa's free publication "Tree Planting Advice". The shrub or tree location and expected growth must be considered. If any Hydro Ottawa related activity requires the trimming, cutting or removal of vegetation, or removal of other landscaping or surface finishing, the activity and the re-instatement shall be at the Owner's expense.	Hydro Ottawa
128.	H9	The Owner is advised that there are overhead medium voltage overhead lines along Spratt Road. The Owner shall ensure that no personnel or	Hydro Ottawa

		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.	
129.	H10	<p>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.</p> <p>The Owner acknowledges and agrees to convey, at their cost, any easements as may be required by the necessary utilities and agrees to abide by all conditions of the City's inhibiting order. The Owner further acknowledges and agrees that such easements shall not be granted on any lands being conveyed to the City, or those proposed to be conveyed to the City, without City's approval.</p> <p>Should any lands owned or proposed to be owned by the City be encumbered as a result of these conditions, the Owner shall bear the sole responsibility and costs associated with correcting such actions, including but not limited to the conveyance of additional lands, the relocation of any such easements or infrastructure as may be deemed appropriate by the General Manager, Planning, Infrastructure and Economic Development.</p>	Hydro Ottawa
130. extra		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 or Standards. To ensure the best outcome, Hydro Ottawa welcomes an early discussion on the proposal.	
		<u>Fire Services</u>	

131.	FUS1	The Owner acknowledges and agrees that if two-hour firewalls, active fire protection measures such as sprinkler systems, and/or minimum building separations are required to comply with the FUS calculation as per the City Design Guidelines for water distribution systems, the Owner shall note any such requirements on the grading plan. The Owner shall, prior to registration, provide certified plans demonstrating the locations of such oversized services and/or oversized plumbing to compensate for low peak hour pressures in the local water distribution system. All are to the satisfaction of the General Manager of Planning, Infrastructure and Economic Development Department.	OTTAWA Planning
132.	FUS2	The Owner acknowledges and agrees that measures which include, but are not limited to, active fire protection measures such as sprinkler systems, two-hour firewalls that compartmentalize the structure into separate fire areas, and oversized services and/or oversized plumbing shall require the posting of securities to guarantee their installation, prior to registration. The securities will be released upon receiving a letter signed and sealed by a Professional Engineer licensed in the Province of Ontario certifying that construction was carried out in accordance with the approved drawing(s)/plan(s). All are to the satisfaction of the General Manager of Planning, Infrastructure and Economic Development Department.	OTTAWA Planning
133.	FUS3	<p>The Owner shall insert a clause in each agreement of purchase and sale and shall be registered as a notice on title in respect of all Lots and Blocks wherein the dwelling contains, or intends to contain, a sprinkler system as follows:</p> <p>“Purchasers are advised that they must maintain the sprinkler system in working order to the satisfaction of the City’s Fire Department. The Purchaser agrees to include this clause in any future purchase and sale agreements.”</p>	OTTAWA Planning
134.	FUS4	The Owner acknowledges and agrees that it shall, in the case of insufficient fire flow availability or excessive water age and loss of water disinfectant residual, provide active fire protection options such as sprinkler systems, two-hour firewalls or 3.0m fire break easements that compartmentalize the structures into separate fire areas, as may be required, to limit the sizing of crescent, dead-end, and other distribution mains to a nominal size of no more that 200mm. All are to be determined by and to the satisfaction of the General Manager of Planning, Infrastructure and Economic Development Department.	OTTAWA Planning
		<u>Noise Attenuation</u>	

135.	N1	<p>The Owner shall have a Noise Study undertaken related to noise assessment and land use planning with respect to noises generated by moving and stationary sources prepared by a Professional Engineer, licensed in the province of Ontario to the satisfaction and approval of the General Manager, Planning, Infrastructure and Economic Development Department. The Study shall comply with:</p> <ul style="list-style-type: none"> i. the City of Ottawa’s Environmental Noise Control Guidelines, as amended; and ii. address, and be in accordance with, the current version of the Association of Professional Engineers of Ontario Guidelines for Professional Engineers providing Acoustical Engineering Services in Land Use Planning. <p>The study shall provide all specific details on the methods and measures required to attenuate any noise that exceeds the allowable noise limits in locations as determined by the recommendations of the Noise Assessment Study.</p>	OTTAWA Planning
136.	N2	<p>Where structural mitigation measures are required as a result of the Noise Assessment Study, the Owner shall provide, prior to final building inspection, certification to the General Manager, Planning, Infrastructure and Economic Development Department, through a Professional Engineer, that the noise control measures have been implemented in accordance with the approved study.</p>	OTTAWA Planning
137. revised	N4	<p>The Owner agrees that all purchase and sale agreements for the whole or any part of the lot/block on the Plan of Subdivision shall contain the following clauses that shall be registered as a notice on title in respect of all Lots and Blocks along Spratt Road, Borbridge Avenue, Solarium Avenue, Ralph Hennessy Avenue and the BRT Corridor:</p>	OTTAWA Planning Legal
		<p>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."</p>	
		<p>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</p>	

		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."	
		<u>Land Transfers</u>	
138.	LT1	The Owner shall convey, at no cost to the City, all lands required for public purposes, including but not limited to, reserves, road widenings, daylighting triangles, walkway blocks, open space blocks, and lands required for parks (or cash-in-lieu thereof) and for stormwater management. In particular, the Owner agrees to convey the following lands: <ul style="list-style-type: none"> i. Pathway, Walkway or Servicing Blocks – Block 151, 160 ii. Open Space Blocks – iii. Park Blocks – Blocks 96, 145 iv. Road Widening Block – 136 v. 0.3 m Reserve Block –137 vi. Daylighting Triangles – vii. Transit Corridors – Block 98 	OTTAWA Planning Legal
139.	LT2	The Owner agrees to convey, at no cost to the City, any easements that may be required for the provision of water and wastewater systems, in addition to underground or overland stormwater drainage systems.	OTTAWA Planning Legal
		<u>Blasting</u>	

140.	B1	<p>The Owner agree that all blasting activities will conform to the City of Ottawa’s standard S.P. No: F-1201 Use of Explosives. Prior to any blasting activities, a pre-blast survey shall be prepared as per F-1201, at the Owner expense for all buildings, utilities, structures, water wells, and facilities likely to be affected by the blast and those within 75 m of the location where explosives are to be used. The standard inspection procedure shall include the provision of an explanatory letter to the owner or occupant and owner with a formal request for permission to carry out an inspection.</p> <p>The Owner agree to provide a Notification Letter in compliance with City specification F-1201. Specification indicates that a minimum of 15 Business days prior to blasting the Contractor shall provide written notice to all owner(s) and tenants of buildings or facilities within a minimum of 150m of the blasting location. The Owner agrees to submit a copy of the Notification Letter to the City.</p>	OTTAWA Planning									
		<u>Development Charges By-law</u>										
141.	DC1	<p>The Owner acknowledges that some of the Works of the Subdivision are eligible for development charges recovery pursuant to the applicable Development Charges By-law and background study, based on City Council authorizing the required payment(s). Such recoveries 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 also agrees to enter into any agreement(s) that are required to access the applicable development charges.</p> <p>The Owner further acknowledges that reimbursement will only occur within a stipulated timeframe identified in the City’s background study, accompanied by an overall accounting of the budgetary impact that may delay the ability to access funds for repayment if there is a deficit in the reserve fund and the submission of all proper documentation including acceptance of the work by the City.</p> <p>The Owner acknowledges that the following list of capital projects are eligible for development charge recovery:</p> <table border="1" data-bbox="375 1423 1279 1625"> <thead> <tr> <th>DC item</th> <th>Description</th> <th>Account</th> </tr> </thead> <tbody> <tr> <td>S1-9</td> <td>Riverside South Pond 5 Storm Sewer (oversizing)</td> <td>909540</td> </tr> <tr> <td>10.00X12</td> <td>SUC Riverside South (sanitary oversizing)</td> <td>905423</td> </tr> </tbody> </table> <p>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</p>	DC item	Description	Account	S1-9	Riverside South Pond 5 Storm Sewer (oversizing)	909540	10.00X12	SUC Riverside South (sanitary oversizing)	905423	OTTAWA Planning Legal
DC item	Description	Account										
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10.00X12	SUC Riverside South (sanitary oversizing)	905423										

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

		<p>subject to 90% cost recovery of growth-related net capital costs for purposes of funding from development charges. The 10% discounted portion, for applicable services, must be financed from non-development charge revenue sources.</p> <p>“Non-discounted portion” means the costs of eligible services, fire, police and engineered services, that are subject to 100% cost recovery of growth-related net capital costs for purposes of funding from development charges.</p>	
		<u>Survey Requirements</u>	
145.	Surv1	The Owner shall provide the final plan intended for registration in a digital format that is compatible with the City’s computerized system. (ALWAYS REQUIRED)	OTTAWA Planning
146.	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
147.	Surv3	The distance from the travelled Centreline of all existing adjacent roads to the subdivision boundary should be set out in the Plan of Subdivision.	OTTAWA Surveys
		<u>Closing Conditions</u>	
148.	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
149.	C2	[Bill 163 and 20] At any time prior to final approval of this plan for registration, the City may, in accordance with Section 51 (44) of the <i>Planning Act</i> , amend, delete or add to the conditions and this may include the need for amended or new studies.	OTTAWA Legal
150.	C3	The owner shall pay any outstanding taxes owing to the City of Ottawa prior to registration. (ALWAYS REQUIRED)	OTTAWA Planning Revenue
151.	C4	Prior to registration of the Plan of Subdivision, the City is to be satisfied that conditions 1 to 153 have been fulfilled.	OTTAWA Planning
152.	C5	The Owner covenants and agrees that should damage be caused to any of the Works in this Subdivision by any action or lack of any action whatsoever on its part, the General Manager, Planning, Infrastructure and Economic Development Department may serve notice to the Owner to have the damage repaired and if such notification is without effect for a period of two full days after such notice, the General Manager, Planning,	OTTAWA 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.	
153.	C6	[Bill 163 and 20] If the Plan(s) of Subdivision, including all phases within the draft approved plan of subdivision, has not been registered within 3 years, by October 12, 2024 , the draft approval shall lapse pursuant to Section 51 (32) of the <i>Planning Act</i> . Extensions may only be granted under the provisions of Section 51 (33) of said <i>Planning Act</i> prior to the lapsing date.	OTTAWA Planning

ⁱ For Clearing Agencies:

“Planning” refers to Planning Services.

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

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

“Legal” refers to Legal Services.

“Parks” refers to Parks and Facilities Planning Services.

“BCS” refers to Building Code Services.

“Transit” refers to Transit Planning.

“Transpo Plg” refers to Transportation Planning.

“Forestry” refers to Forest Management.

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

“Revenue” refers to Revenue Services.

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