

MENU OF CONDITIONS
FOR DRAFT APPROVAL
Maple Grove Towns Inc.
1927 Maple Grove Road

DRAFT APPROVED 17/01/2024

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The City of Ottawa's conditions applying to the draft approval of Maple Grove Towns Inc. 1927 Maple Grove Road Subdivision (File No. D07-16-21-0034), are as follows:

This approval applies to the draft plan certified by Traivs Hartwick (Annis, O'Sullivan, Vollebekk Ltd), Ontario Land Surveyor, dated August, 8, 2023, showing, one (1) street, 6 residential blocks, two (2) 30cm reserves, and two (2) road widening blocks.

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

- 1) **Assessment of Adequacy of Public Services, 1927 Maple Grove Road**, prepared by J.L. Richards & Associates Limited, Project No. 29893, revision 1, dated Dec 2, 2022.
- 2) **Conceptual Site Servicing Plan**, Drawing No. CS1, prepared J.L. Richards & Associates Limited, Project No. 29893, dated December 2 2022, revision 4.
- 3) **Conceptual Site Grading Plan**, Drawing No. CG1, prepared J.L. Richards & Associates Limited, Project No. 29893, dated December 2 2022, revision 4.
- 4) **Draft Plan of Subdivision**, prepared by Annis O'Sullivan Vollebekk Ltd., version 2, dated August 8, 2023.
- 5) **Environmental Impact Statement**, prepared by Bowfin Environmental Consulting, version 1, dated august 2021.
- 6) **Geotechnical Investigation Proposed Residential Development 1927 Maple Grove Road, Ottawa, Ontario**, prepared by EXP Services Inc., version OTT-00263193-A0 final, dated September 14, 2022.
- 7) **Landscape Plan**, prepared by James B. Lennox Landscape Architects, version 3, dated November 24, 2022.
- 8) **Noise Control Feasibility Study**, prepared by J.L. Richards & Associates Limited, version 1, dated September 3, 2021.
- 9) **Plan of Survey**, prepared by Annis O'Sullivan Vollebekk Ltd., version 2, dated December 6, 2022.
- 10) **Site Plan**, prepared by PMA Architecture, version 3, dated January 10, 2023.
- 11) **Stage 1 and 2 Archaeological Assessment**, prepared by Paterson Ground, version 1, dated December 2020.
- 12) **Turning Movements – Fire Truck**, prepared by J.L. Richards & Associates Limited, version 1, dated July 12, 2022.
- 13) **Turning Movement – HSU**, prepared by J.L. Richards & Associates Limited, version 1, dated July 12, 2022.
- 14) **Turning Movements – Snow Plow**, prepared by J.L. Richards & Associates Limited, version 1, dated July 12, 2022.
- 15) **Tree Conservation Report**, prepared by CIMA, version 1, dated December 7, 2022.

		Subject to the conditions below, these plans and reports may require updating and/or additional details prior to final approval.	
		The Owner agrees, by entering into a Subdivision Agreement, to satisfy all terms, conditions and obligations, financial and otherwise, of the City of Ottawa, at the Owner's sole expense, all to the satisfaction of the City.	<u>Clearing Agency¹</u>
		<u>General</u>	
1.	G1	Prior to the issuance of a Commence Work Notification, the Owner shall obtain such permits as may be required from Municipal or Provincial authorities and shall file copies thereof with the General Manager, Planning, Real Estate 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, Real Estate 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, Real Estate 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. 2022-239 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	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	OTTAWA Legal

		<p>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, Real Estate and Economic Development Department an acknowledgement from those purchasers who signed a purchase and sale agreement before this Subdivision was draft approved, that the Subdivision had not received draft approval by the City. The Owner agrees that the purchase and sale agreements signed prior to draft approval shall be amended to contain a clause to notify purchasers of this fact, and to include any special warning clauses, such as but not limited to Noise Warnings and easements.</p>	
5.	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, Real Estate and Economic Development Department staff and until the City issues a Commence Work Notification.	OTTAWA Planning
		<u>Landowners Agreement</u>	
6.	LA1	Prior to registration or early servicing, the Owner agrees to provide the City with a clearance letter from the trustee of the Kanata West Landowners Group, confirming that the Owner is party to the Kanata West 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>	
7.	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 Land Tribunal exhausted.	OTTAWA Planning
8.	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>	
9.	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

10.	RM2	<p>[Road signage and pavement marking]</p> <p>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, Real Estate and Economic Development Department.</p>	OTTAWA Planning Transpo Plg
11.	RM7	<p>[Traffic calming]</p> <p>Where traffic calming is identified, the Owner acknowledges and agrees to implement traffic calming measures on roads within the limits of their subdivision to limit vehicular speed and improve pedestrian safety. The Owner further acknowledges and agrees that the detailed design for new roads will include the recommendation(s) from the required supporting transportation studies.</p> <p>The Owner agrees that traffic calming measures shall reference best management practices from the Canadian Guide to Neighbourhood Traffic Calming, published by the Transportation Association of Canada, and/or Ontario Traffic Manual. These measures may include either vertical or horizontal features (such measures shall not interfere with stormwater management and overland flow routing), including but not limited to:</p> <ul style="list-style-type: none"> • intersection or mid block narrowings, chicanes, medians; • speed humps, speed tables, raised intersections, raised pedestrian crossings; • road surface alterations (for example, use of pavers or other alternate materials, provided these are consistent with the City's Official Plan polices related to Design Priority Areas); • pavement markings/signage; and • temporary/seasonal installations such as flexi posts or removable bollards. 	OTTAWA Planning
		<u>Highways/Roads</u>	
12.	HR1	<p>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, Real Estate and Economic Development Department.</p>	OTTAWA Planning
13.	HR3	<p>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</p>	OTTAWA Planning

		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.	
14.	HR4	The Owner shall convey to the City, at no cost to the City, an unencumbered road widening along <i>Maple Grove Road</i> , 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
15.	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>Block 9</i> • <i>Block 10</i> 	OTTAWA Planning Legal
16.	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: 3m x 3m</i> • <i>Local Road to Collector Road: 3m x 5m</i> • <i>Collector Road to Arterial Road: 5m x 5m</i> 	OTTAWA Planning Legal
17.	HR7	A 0.3 m reserve adjacent to the widened limit of <i>Maple Grove Road</i> shall be indicated on the plan submitted for registration and conveyed at no cost to the City.	OTTAWA Planning Legal
18.	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, Real Estate and Economic Development Department.	OTTAWA Planning
19.	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, Real Estate and Economic Development Department.	OTTAWA Planning

		<u>Geotechnical</u>	
20.	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
		<u>Pathways, Sidewalks, Walkways, Fencing, and Noise Barriers</u>	
21.	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, Real Estate and Economic Development Department.	
22.	S3	<p>[Sidewalks along public roads]</p> <p>The Owner agrees to design and construct 1.8m metre wide sidewalks at the following locations:</p> <ul style="list-style-type: none"> • along the frontage of Maple Grove • west side of Street 1 	OTTAWA Planning

23.	S9	<p>[Noise attenuation barriers]</p> <p>a) The Owner agrees to design and erect at no cost to the City, noise attenuation barriers (if required) in accordance with City specifications at the following locations:</p> <ul style="list-style-type: none"> • Along the outdoor living areas of Block 1 and 6 <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
24.	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 Landric Homes, along the boundary of this land, to the satisfaction of the General Manager, Planning, Real Estate 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>	
25.	LS1	<p>The Owner agrees, prior to registration or early servicing, whichever is earlier, to have a landscape plan(s) for the plan of subdivision prepared by a Landscape Architect, in accordance with the recommendations contained in the geotechnical report(s), the Tree Conservation Report, and/or the Environmental Impact Statement (if appropriate).</p> <p>The landscape plan(s) shall include detailed planting locations, plant lists which include species, plant form and sizes, details of planting methods, pathway widths and materials, access points, fencing requirements and fencing materials, other landscape features and gateway features where required.</p> <p>The Owner agrees to implement the approved landscape plan(s) and bear all costs and responsibility for the preparation and implementation of the plan(s).</p> <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, Real Estate and Economic Development Department.</p>	OTTAWA Planning Forestry

26.	LS2	<p>The Owner agrees that for townhome 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>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, Real Estate and Economic Development Department.</p>	OTTAWA Planning Forestry
		<u>Tree Conservation</u>	
27.	TC1	<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, Real Estate and Economic Development Department.</p>	OTTAWA Planning
28.	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>Parks</u>	
29.	P1	<p>In accordance with the <i>Planning Act</i> and the City of Ottawa Parkland Dedication By-law, the Owner shall:</p> <p>a) provide cash-in-lieu of parkland on the subject lands within Ward 6 such value of the land to be determined by the City's Realty Services Branch. The Applicant shall bear the cost of any appraisal costs incurred by the City;</p> <p>all to the satisfaction of the General Manager, Recreation, Cultural and Facility Services Department.</p>	OTTAWA Parks
		<u>Environmental Constraints</u>	
30.	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

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

		<p>(b) All submissions and any changes made to the Plan shall be submitted to the satisfaction to the City and the Mississippi Valley Conservation Authority.</p> <p>(c) The Owner shall implement an inspection and monitoring plan to maintain erosion control measures.</p>	
34.	SW3	On completion of all stormwater works, the Owner agrees to provide certification to the General Manager, Planning, Real Estate 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
35.	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
36.	SW7	<p>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:</p> <p>“The Owner acknowledges that some of the rear yards within this subdivision are used for on-site storage of infrequent storm events. Pool installation and/or grading alterations and/or coach houses on some of the lots may not be permitted and/or revisions to the approved Subdivision Stormwater Management Plan Report may be required to study the possibility of modification on any individual lot. The Owner must obtain approval of the General Manager, Planning, Real Estate and Economic Development Department of the City of Ottawa prior to undertaking any grading alterations.”</p>	OTTAWA Legal
		<u>Sanitary Services</u>	
37.	SS1	The Owner agrees to submit detailed municipal servicing plans, prepared by a Professional Civil Engineer licensed in the Province of Ontario, to the General Manager, Planning, Real Estate and Economic Development Department.	OTTAWA Planning
38.	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	OTTAWA Planning

		of payment shall be determined by the General Manager, Planning, Real Estate and Economic Development Department.	
39.	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>	
40.	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
41.	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
42.	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, Real Estate and Economic Development Department.	OTTAWA Planning
43.	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
44.			
45.	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	OTTAWA Planning

		watermain that is not looped shall be required to have sufficient fire protection, to the satisfaction of the General Manager, Planning, Real Estate and Economic Development Department.	
		<u>Serviced Lands</u>	
46.	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, Real Estate 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
47.	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
48.	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, Real Estate and Economic Development Department.	OTTAWA Planning
49.	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, Real Estate and Economic Development Department.	OTTAWA Planning
		<u>Utilities</u>	
50.	U1	The Owner is hereby advised that prior to commencing any work within the subdivision, the Owner must confirm that sufficient wire-line communication /telecommunication infrastructure is currently available to the proposed development to provide communication/telecommunication service to the proposed development. In the event that such infrastructure is not available, the Owner is hereby advised that the Owner shall ensure, at no cost to the City, the connection to and/or extension of the existing communication / telecommunication infrastructure. The Owner shall be required to demonstrate	OTTAWA Planning

		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).	
51.	U2	The Owner agrees, prior to registration or early servicing, whichever is earlier, to provide a composite utility plan for the subdivision. Such plan shall be to the satisfaction of the General Manager, Planning, Real Estate and Economic Development Department.	OTTAWA Planning
52.	H1	The Owner shall pre-consult with Hydro Ottawa for any proposed reduction to the City of Ottawa three-metre minimum standard setback prior to designing the electrical servicing, as it may affect the electrical servicing design, timeline for installation and cost; this includes any proposed overhang encroachment into the 3m-setback space.	Hydro Ottawa
53.	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
54.	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
55.	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
56.	H5	The Owner shall be responsible for servicing the buildings within the property. Only one service entrance per property shall be permitted.	Hydro Ottawa
57.	H6	Prior to commencement of any construction activities, the Owner shall inform Hydro Ottawa of any acute shock construction process or rubbelization 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
58.	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	Hydro Ottawa

		of proposed or existing electric utility equipment shall be reviewed with Hydro Ottawa.	
59.	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
60.	H9	The Owner is advised that there are overhead medium voltage overhead lines along the south side of the property. The Owner shall ensure that no personnel or equipment encroaches within three metres (3.0m) of the Hydro Ottawa overhead medium voltage distribution lines, unless approved by Hydro Ottawa. The Owner shall contact Hydro Ottawa prior to commencing work when proposing to work within 3.0m of the Hydro Ottawa distribution lines as noted above. No such work shall commence without approval of Hydro Ottawa.	Hydro Ottawa
61.	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, Real Estate 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</p>	Hydro Ottawa

		conveyance of additional lands, the relocation of any such easements or infrastructure as may be deemed appropriate by the General Manager, Planning, Real Estate and Economic Development.	
		<u>Fire Services</u>	
62.	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, Real Estate and Economic Development Department.	OTTAWA Planning
63.	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, Real Estate and Economic Development Department.	OTTAWA Planning
64.	FUS3	The Owner shall insert a clause in each agreement of purchase and sale and shall be registered as a notice on title in respect of all Lots and Blocks wherein the dwelling contains, or intends to contain, a sprinkler system as follows: “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.”	OTTAWA Planning
65.	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 fire breaks that compartmentalize the structures into separate fire areas, as may be required, to limit the sizing of crescent, dead-end, and other distribution mains to a nominal size of no more that 200mm. All are to be determined by and to the satisfaction of the General Manager of Planning, Real Estate and Economic Development Department.	OTTAWA Planning
		<u>Noise Attenuation</u>	

66.	N1	<p>The Owner acknowledges and agrees in accordance with the recommendations of 1927 Maple Grove Road Noise Control Feasibility Study, prepared by JL Richards and dated September 3,2021, the Owner shall undertake a detailed acoustical assessment prior to registration for traffic noise. This detailed Noise Study shall be prepared by a Professional Engineer, licensed in the province of Ontario to the satisfaction and approval of the General Manager, Planning, Real Estate 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
67.	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, Real Estate 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
68.	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:</p>	OTTAWA Planning Legal
		<p>Warning Clause Type A: "Transferees are advised that sound levels due to increasing (road) (Transitway) (rail) (air) 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) (Transitway) (rail) (air) traffic may on occasions interfere with some activities of the dwelling occupants as the sound levels exceed the City’s and the Ministry of the Environment's noise criteria."</p>	

		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, dated 1993, and the Environmental Noise Guidelines for Installation of Residential Air Conditioning Devices, dated September 1994, 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>	
69.	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. Road Widening Blocks – Blocks 1 & 8 ii. 0.3 m Reserve Blocks – Blocks 9 & 10 iii. Daylighting Triangles – 	OTTAWA Planning Legal
70.	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>	
71.	B1	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.	OTTAWA Planning

		The Owner agree to provide a Notification Letter in compliance with City specification F-1201. Specification indicates that a minimum of 15 Business days prior to blasting the Contractor shall provide written notice to all owner(s) and tenants of buildings or facilities within a minimum of 150m of the blasting location. The Owner agrees to submit a copy of the Notification Letter to the City.	
		<u>Development Charges By-law</u>	
72.	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
		<u>Survey Requirements</u>	
73.	Surv1	The Owner shall provide the final plan intended for registration in a digital format that is compatible with the City's computerized system.	OTTAWA Planning
74.	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
75.	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>	
76.	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
77.	C2	At any time prior to final approval of this plan for registration, the City may, in accordance with Section 51 (44) of the <i>Planning Act</i> , amend, delete or add to the conditions and this may include the need for amended or new studies.	OTTAWA Legal
78.	C3	The owner shall pay any outstanding taxes owing to the City of Ottawa prior to registration.	OTTAWA Planning Revenue
79.	C4	Prior to registration of the Plan of Subdivision, the City is to be satisfied that conditions 1 to 81 have been fulfilled.	OTTAWA Planning

80.	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, Real Estate 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, Real Estate and Economic Development Department may cause the damage to be repaired and shall recover the costs of the repair plus the Management Fee under Section 427, of the <i>Municipal Act, 2001</i> , like manner as municipal taxes.	OTTAWA Planning
81.	C6	If the Plan(s) of Subdivision, including all phases within the draft approved plan of subdivision, has not been registered by <i>January 17, 2027</i> , 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.