

CONDITIONS
FOR DRAFT APPROVAL
LATITUDE HOMES
37 WILDPINE COURT

DRAFT APPROVED 04/12/2024

INDEX

General	2
Zoning	4
Roadway Modifications	4
Highways/Roads	5
Geotechnical	6
Pathways, Sidewalks, Walkways, Fencing, and Noise Barriers	7
Landscaping/Streetscaping	8
Tree Conservation.....	9
Parks	10
Environmental Constraints	11
Record of Site Condition / Contaminated Soil	13
Stormwater Management.....	13
Sanitary Services	15
Water Services	16
Serviced Lands	16
Utilities.....	17
Fire Services	19
Land Transfers	20
Blasting	21
Development Charges By-law.....	21
Survey Requirements.....	22
Closing Conditions	22

The City of Ottawa's conditions applying to the draft approval of Latitude Homes' 37 Wildpine Court (File No. D07-16-21-0030), are as follows:

		<p>This approval applies to the draft plan certified by T. Hartwick, Ontario Land Surveyor, dated JANUARY 3, 2024, showing one street, two residential blocks, and one environmental protection block.</p> <p>This approval applies to the approved conceptual plans and reports in support of the draft plan as follows:</p> <ol style="list-style-type: none"> 1) Headwater Drainage Features Assessment Report, prepared by Kilgour & Associates Ltd., dated December 11, 2020. 2) Tree Conservation Report, prepared by Kilgour & Associates Ltd. Dated November 30, 2023. 3) Percolation Tests Memo, prepared by Exp., dated November 7, 2023. 4) Updated Geotechnical Investigation and Slope Stability Analysis, prepared by Exp., dated December 22, 2023. 5) Assessment of Adequacy of Public Services, prepared by J.L. Richards, dated April 22, 2024. 6) Environmental Impact Statement, prepared by Kilgour & Associates Ltd., dated April 4 15, 2024. 7) Functional Grading, Drawing F-G, prepared by J.L. Richards, dated 14/06/23. 8) Hydrologic Impact Study, prepared by J.L.Richards, dated April 22, 2024. 9) Wetland Replanting – Monitoring Program Memo, prepared by Kilgour & Associates Ltd., dated May 3, 2024. 10) Noise Control Feasibility Study, prepared by J.L.Richards, dated June 14, 2023. 11) Trip Generation Memo, prepared by J.L.Richards, dated June 15, 2023. <p>Subject to the conditions below, these plans and reports may require updating and/or additional details prior to final approval.</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.	<u>Clearing Agency'</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, Development and Building Services 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, Development and Building Services 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, Development and Building Services 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 Planning Fees By-law.</p>	OTTAWA Planning
3.	G3	<p>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.</p>	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, Development and Building Services Department an acknowledgement from those purchasers who signed a purchase and sale agreement before this Subdivision was draft approved, that the Subdivision had not received draft approval by the City. The Owner agrees that the purchase and sale agreements signed prior to draft approval shall be amended to contain a clause to notify purchasers of this fact, and to include any special warning clauses, such as but not limited to Noise Warnings and easements.</p>	OTTAWA Legal

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, Development and Building Services Department staff and until the City issues a Commence Work Notification.	OTTAWA Planning
		<u>Zoning</u>	
6.	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
7.	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>	
8.	RM2	The Owner agrees to provide a Development Information Form and Geometric Plan indicating: <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, Development and Building Services Department.</p>	OTTAWA Planning Transpo Plg
9.	RM7	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>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>	OTTAWA Planning

		<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. 	
		<u>Highways/Roads</u>	
10.	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, Development and Building Services Department.	OTTAWA Planning
11.	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
12.	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, Development and Building Services Department.	OTTAWA Planning
13.	HR10	The Owner acknowledges that should the plan be registered in phases; the first phase of registration shall include: <ul style="list-style-type: none"> • <i>All of Street No. 1</i> 	OTTAWA Planning
14.	HR11	All streets shall be named to the satisfaction of the Chief Building Official of Building Code Services and in accordance with the Addressing By-law.	OTTAWA Planning BCS
15.	HR13	Prior to the registration, the Owner shall obtain approval of a road closure for those lands that the Owner proposes to acquire from the City. The Owner shall acquire said lands from the City prior to final approval of road closure in order to include said lands on the final plan of subdivision.	OTTAWA Planning
16.	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

17.		The Owner acknowledges and agrees, at its sole cost, decommission the turning circle located at 37 Ravenscroft Court and reinstate it with grass following the completion of the Street No.1 connection from Wildpine Court to Ravenscroft Court. The Owner shall be required to obtain, at its sole cost, any consent to enter and other approval as required through the City's Strategic Initiative Department as required to facilitate this work.	OTTAWA Planning
		<u>Geotechnical</u>	
18.	GT2	<p>The Owner shall submit a geotechnical report and slope stability analysis prepared in accordance with the City's Geotechnical Investigation and Reporting Guidelines and 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, Development and Building Services 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
19.		The Owner agrees to submit details of the retaining walls which are greater than one metre in height, as shown on the approved Grading Plan referenced in Schedule "E" hereto, which shall be designed and prepared by a Professional Structural Engineer, licensed in the Province of Ontario, to the satisfaction of the General Manager, Planning, Development and Building Services. The Owner shall provide confirmation to the General Manager, Planning, Development and Building Services that the Professional Structural Engineer has inspected and confirmed that the	OTTAWA Planning

		retaining walls have been constructed in accordance with the approved retaining wall details.	
20.		<p>The Owner acknowledges and agrees to install the proposed retaining walls in accordance with the approved Retaining Wall Design and as shown on the approved Grading Plan, both referenced in Schedule “E” hereto. The Owner shall provide written confirmation, satisfactory to the General Manager, Planning, Development and Building Services, that a Geotechnical Engineer/Professional Structural Engineer, licensed in the Province of Ontario, has inspected and confirmed that the retaining walls have been constructed in accordance with the said approved Retaining Wall Design. The Owner further acknowledges and agrees to provide an Internal Compound Stability (ICS) analysis from a Geotechnical Engineer / Professional Structural Engineer, licensed in the Province of Ontario, that all retaining walls, which are greater than one metre in height have been checked for global stability, have a factor of safety of at least 1.5 for static conditions (as calculated through SLIDE) and 1.1 for seismic conditions is achieved, which shall be to the satisfaction of the General Manager, Planning, Development and Building Services. The report shall provide structural details of the retaining wall(s).</p> <p>The Owner further acknowledges and agrees to retain the services of a Professional Structural Engineer and a Soils Engineer, licensed in the Province of Ontario, to inspect any retaining walls on the subject lands and confirm that the retaining walls have been constructed in accordance with the approved retaining wall details.</p>	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, Development and Building Services Department.	
22.	S6	<p>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:</p> <ul style="list-style-type: none"> • Where Block 2 abuts Block 1 <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>	OTTAWA Planning

		b) The Owner agrees that any vinyl-coated chain link fence required to be installed with the exception of parks fencing shall be located a minimum of 0.15 metres inside the property line of the private property.	
23.	S8	<p>a) The Owner agrees to design and construct 1.8 metre wood privacy fences in accordance with the Fence By-law at the following locations:</p> <ul style="list-style-type: none"> • Where Block 2 abuts existing residential lots along Wildpine Court and Ravenscroft Court <p>b) The Owner agrees that any wood privacy fence required to be installed shall be located a minimum of 0.15 metres inside the property line of the private property.</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 <i>Latitude Home</i> along the boundary of this land, to the satisfaction of the General Manager, Planning, Development and Building Services 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.</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>	OTTAWA Planning Forestry

		All of the aforementioned are to the satisfaction of the General Manager, Planning, Development and Building Services Department.	
26.	LS2	<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>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, Development and Building Services 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</p>	OTTAWA Planning

		requirements listed within the Tree Protection By-law, 2020-340. All of which are to the satisfaction of the General Manager, Planning, Development and Building Services Department.																														
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>(a) The Owner acknowledges and agrees that the conveyance requirement to the City is 780.8 square metres.</p> <p>(b) The Owner covenants and agrees that the conveyance requirement has been calculated at the rate set out below in accordance with the Parkland Dedication By-law, being By-law No. 2022-280, as amended:</p> <p>(i) For cash-in-lieu of conveyance of parkland (residential > 18 units/net ha):</p> <p>i. one hectare per 1,000 net residential units but shall not exceed a maximum of 10% of the gross land area where less than or equal to five hectares.</p> <p>Conveyance Requirement Table</p> <table border="1"> <thead> <tr> <th>Proposed Use</th> <th>Units</th> <th>Land Area (m²)</th> <th>Parkland Dedication Rate</th> <th>Parkland Dedication (m²)</th> </tr> </thead> <tbody> <tr> <td>Singles / Semis / Towns</td> <td>2</td> <td>781</td> <td>1 ha per 1000 dwelling units</td> <td>20.0</td> </tr> <tr> <td>Apartments (low-rise)</td> <td>94</td> <td>7608</td> <td>1 ha per 1000 dwelling units; (shall not exceed 10% of the gross land area)</td> <td>760.8</td> </tr> <tr> <td>Total</td> <td>96</td> <td>20,514</td> <td></td> <td>780.8</td> </tr> </tbody> </table> <table border="1"> <tr> <td colspan="2">Total requirement:</td> <td>780.8</td> </tr> <tr> <td colspan="2">Conveyance of Parkland:</td> <td>0.0</td> </tr> <tr> <td colspan="2">Cash-in-lieu of Conveyance of Parkland:</td> <td>780.8</td> </tr> </table>	Proposed Use	Units	Land Area (m ²)	Parkland Dedication Rate	Parkland Dedication (m ²)	Singles / Semis / Towns	2	781	1 ha per 1000 dwelling units	20.0	Apartments (low-rise)	94	7608	1 ha per 1000 dwelling units; (shall not exceed 10% of the gross land area)	760.8	Total	96	20,514		780.8	Total requirement:		780.8	Conveyance of Parkland:		0.0	Cash-in-lieu of Conveyance of Parkland:		780.8	OTTAWA Parks
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30.	P2	Prior to registration of the Subdivision Agreement, the Owner acknowledges and agrees to pay cash-in-lieu of conveyance of parkland as referenced in Schedule “B” herein. Pursuant to the City’s Parkland Dedication By-law, being By-law No. 2022-280, as amended, 40% of said funds collected shall be directed to City wide funds, and 60% shall be directed to Ward 6 funds. The Owner shall also pay the parkland appraisal fee of \$820.00 plus H.S.T. of \$106.60, as referenced in Schedule “B” herein.	<u>OTTAWA Parks</u>
		<u>Environmental Constraints</u>	
31.	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, Development and Building Services Department.	OTTAWA Planning CA
32.	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, Development and Building Services Department.	OTTAWA Planning
33.	EC3	The Owner acknowledges and agrees that the construction of the subdivision shall be in accordance with the recommendations of Environmental Impact Statement 37 Wildpine Court, Stittsville, Ottawa Updated Report by Kilgore and Associates, April 4 15, 2024: <ul style="list-style-type: none"> • Within the development area, a total of 42 trees are scheduled to be removed, these include one American Elm, one Basswood, six Bitternut Hickory, thirty-one Eastern White Cedar, one Siberian Elm, one White Oak, and one White Spruce. A minimum of 42 trees are thus required to be planted in association with the development area, with specific planting details and locations to be prescribed by the site landscaping plan. • To improve the overall canopy cover within the swamp north of the development zone, a further 42 trees should be planted, again as prescribed by a landscape plan to be developed for the Site, please see EIS for planting recommendations. • The proponent will be required to consult with the MECP with respect to Blandings’ Turtles, Black Ash and Butternut tree. 	OTTAWA Planning CA

		<p>Consultations are considered likely to result in a Letter of Advice from MECP concurring that the proposed development will not functionally impact Blanding's Turtle habitat.</p> <ul style="list-style-type: none"> Timing restrictions on vegetation clearing and for worker education on species at risk shall be followed as per guidance in the EIS. 	
34.	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
35.	EC5	The Owner acknowledges that the Poole Creek is subject to the \ Mississippi Valley Conservation Authority's implementation of general regulations. The regulation requires that the Owner of the property obtain a permit from the Conservation Authority prior to straightening, changing, diverting, or interfering in any way with any watercourse. Any application received in this regard will be assessed within the context of approved policies for the administration of the regulation.	OTTAWA Planning CA
36.	EC6	The Owner agrees to establish a 30 metre "No Touch/No Development" setback from the watercourse, and a 15 m setback from the wetland described as a Block 1 or a Part on a legal plan, to the satisfaction of the Mississippi Valley Conservation Authority and the General Manager, Planning, Development and Building Services Department. The final approved plan of subdivision shall clearly show this setback, which shall also be incorporated into the Zoning By-law provisions and shall be identified in all agreements of purchase and sale for Block 2.	OTTAWA Planning CA
37.	EC7	The Owner shall erect protective fencing and sediment and erosion control measures along the setback perimeter of the Poole Creek and the associated wetland prior to any site preparation works within the Subdivision to ensure no disturbance of the watercourse during construction to the satisfaction of the Mississippi Valley Conservation Authority. These measures shall be maintained in good working order until the site has stabilized, after which any such measures that are not permanent shall be removed in a manner that minimizes disturbance to the site.	OTTAWA Planning CA
38.	EC8	The Owner acknowledges that any proposed works on or adjacent to the Poole Creek corridor will need to comply with the requirements of the Federal Fisheries Act and avoid causing Serious Harm to Fish, unless the Department of Fisheries and Oceans (DFO) has provided authorization.	OTTAWA Planning CA
39.	EC9	The Owner shall complete the DFO Self-Assessment process and provide the City and the Mississippi Valley Conservation Authority with a copy of the completed Request for Review. The Owner acknowledges that should the results of the Self-Assessment indicate that serious harm to fish cannot	OTTAWA Planning CA

		be avoided, then the proponent must implement the appropriate measures to avoid, mitigate, or offset harm to fish and fish habitat, including aquatic species at risk.	
40.	EC11	The Owner shall convey, at no cost to the City, the following lands: Blocks 1 comprising the Poole Creek and wetland and the associated setback. Final configuration of the Blocks shall be to the satisfaction of the General Manager, Planning, Development and Building Services Department. These lands shall not be credited towards determining parkland dedication requirements.	OTTAWA Planning CA
41.	EC12	Where required, the Owner shall prepare, to the satisfaction of the General Manager, Planning, Development and Building Services Department, an Owner Awareness Package (OAP) highlighting the advantages and responsibilities of a homeowner living in or adjacent to a natural area. The OAP shall describe the natural attributes of the community and the importance of good stewardship practices to ensure the long-term health and sustainability of the Natural Heritage System. Topics to be discussed include, but are not limited to, reducing environmental impacts from common household activities (e.g., water conservation, yard waste disposal, chemical use and storage, etc.), avoiding human-wildlife conflicts, and recommendations of locally appropriate native species for landscaping. The OAP shall be distributed to all purchasers with the Agreement of Purchase and Sale.	OTTAWA Planning CA
		<u>Record of Site Condition / Contaminated Soil</u>	
42.	RSC1	The Owner acknowledges and agrees upon completion of the remedial activities, the phase two ESA report shall be revised and resubmitted by a remediation report appended as per the requirements of the O. Reg. 153/04.	OTTAWA Planning BCS
		<u>Stormwater Management</u>	
43.	SW1	The Owner shall provide any and all stormwater reports that may be required by the City for approval prior to the commencement of any works in any phase of the Plan of Subdivision. Such reports shall be in accordance with any watershed or subwatershed studies, conceptual stormwater reports, City or Provincial standards, specifications and guidelines. The reports shall include, but not be limited to, the provision of erosion and sedimentation control measures, implementation or phasing requirements of interim or permanent measures, and all stormwater monitoring and testing requirements. All reports and plans shall be to the satisfaction of the General Manager, Planning, Development and Building Services Department.	OTTAWA Planning CA

44.	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> <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. provide all digital models and modelling analysis in an acceptable format; iii. have said plans approved by the General Manager, Planning, Development and Building Services Department, and iv. provide certification through a Professional Engineer licensed in the province of Ontario that the plans have been implemented. <p>(b) All submissions and any changes made to the Plan shall be submitted to the satisfaction to the City and the Mississippi Valley Conservation Authority.</p> <p>(c) The Owner shall implement an inspection and monitoring plan to maintain erosion control measures.</p>	OTTAWA Planning CA
45.	SW3	<p>On completion of all stormwater works, the Owner agrees to provide certification to the General Manager, Planning, Development and Building Services 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.</p>	OTTAWA Planning
46.	SW6	<p>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.</p>	OTTAWA Planning
47.	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, Development and Building</p>	OTTAWA Legal

		Services Department of the City of Ottawa prior to undertaking any grading alterations.”	
48.	SW9	<p>The Transferee, for themselves, their heirs, executors, administrators, successors and assigns covenants and agrees to insert a clause in agreements of purchase and sale for the Lots/Blocks listed below that the Purchaser/Lessee is responsible to maintain conveyance of surface flow over the rear and/or side of their lot, and maintain sub-surface drainage infrastructure, all of which shall be to the satisfaction of the General Manager, Planning, Development and Building Services Department of the City of Ottawa.</p> <ul style="list-style-type: none"> • Block 3 	OTTAWA Planning
49.		The Owner acknowledges and agrees to provide a Low Impact Development facility to meet the water balance criteria as specified in the subwatershed study. The Owner acknowledges and agrees that the facility size and location may be subject to change based on the Stormwater Management report and may impact the building envelope location on the site. The Owner acknowledges and agrees to not encroach within the “No Touch/No Development”.	OTTAWA Planning
		<u>Sanitary Services</u>	
50.	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, Development and Building Services Department.	OTTAWA Planning
51.	SS3	<p>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:</p> <ol 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>	
52.	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
53.	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
54.	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, Development and Building Services Department.	OTTAWA Planning
55.	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
56.	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, Infrastructure and Water Services.	OTTAWA Planning
57.	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, Development and Building Services Department.	OTTAWA Planning
		<u>Serviced Lands</u>	
58.	SL1	The Owner shall be responsible for the provisions of the following works, including oversizing and over depth (where appropriate), at its cost, in	OTTAWA Planning

		<p>accordance with plans approved by the General Manager, Planning, Development and Building Services Department, and/or the Province:</p> <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. 	
59.	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
60.	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, Development and Building Services Department.	OTTAWA Planning
		<u>Utilities</u>	
61.	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 to the municipality that sufficient communication /telecommunication infrastructure facilities are available within the proposed development to enable, at a minimum, the effective delivery of communication /telecommunication for emergency management services (i.e. 911 Emergency Services).	OTTAWA Planning
62.	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, Development and Building Services Department.	OTTAWA Planning

63.	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
64.	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
65.	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
66.	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
67.	H5	The Owner shall be responsible for servicing the buildings within the property. Only one service entrance per property shall be permitted.	Hydro Ottawa
68.	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
69.	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.	Hydro Ottawa
70.	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

71.	H9	<p>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.</p>	Hydro Ottawa
72.	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, Development and Building Services 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, Development and Building Services.</p>	Hydro Ottawa
		<u>Fire Services</u>	

73.	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, Development and Building Services Department.	OTTAWA Planning
74.	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, Development and Building Services Department.	OTTAWA Planning
75.	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
76.	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 than 200mm. All are to be determined by and to the satisfaction of the General Manager of Planning, Development and Building Services Department.	OTTAWA Planning
		<u>Land Transfers</u>	

77.	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: i. Wetlands – Block 1	OTTAWA Planning Legal
78.	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>	
79.	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. 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.	OTTAWA Planning
		<u>Development Charges By-law</u>	
80.	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
81.	DC4	The Owner acknowledges that for building permits issued after January 15, 2010, payment of non-residential development charges, excluding development charges for institutional developments, may be calculated in	OTTAWA Planning Legal

		<p>two installments at the option of the Owner, such option to be exercised by the Owner at the time of the application for the building permit. The non-discounted portion of the development charge shall be paid at the time of issuance of the building permit and the discounted portion of the development charge shall be payable a maximum of two years from the date of issuance of the initial building permit subject to the following conditions:</p> <ul style="list-style-type: none"> a) a written acknowledgement from the Owner of the obligation to pay the discounted portion of the development charges; b) no reduction in the Letter of Credit below the amount of the outstanding discounted development charges; and c) indexing of the development charges in accordance with the provisions of the Development Charges By-law. <p>The Owner further acknowledges that Council may terminate the eligibility for this two-stage payment at any time without notice, including for the lands subject to this agreement and including for a building permit for which an application has been filed but not yet issued.</p> <p>For the purposes of this provision, “discounted portion” means the costs of eligible services, except fire, police and engineered services that are subject to 90% cost recovery of growth-related net capital costs for purposes of 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>	
82.	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
83.	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
84.	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>	

85.	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
86.	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
87.	C3	The owner shall pay any outstanding taxes owing to the City of Ottawa prior to registration.	OTTAWA Planning Revenue
88.	C4	Prior to registration of the Plan of Subdivision, the City is to be satisfied that conditions 1 to 87 have been fulfilled.	OTTAWA Planning
89.	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, Development and Building Services 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, Development and Building Services 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
90.	C6	If the Plan(s) of Subdivision, including all phases within the draft approved plan of subdivision, has not been registered by December 4, 2027, the draft approval shall lapse pursuant to Section 51 (32) of the <i>Planning Act</i> . Extensions may only be granted under the provisions of Section 51 (33) of said <i>Planning Act</i> prior to the lapsing date.	OTTAWA Planning

ⁱ For Clearing Agencies:
“Planning” refers to Planning Services.

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

“Legal” refers to Legal Services.

“Parks” refers to Parks and Facilities Planning Services.

“BCS” refers to Building Code Services.
“Transit” refers to Transit Planning.
“Transpo Plg” refers to Transportation Planning.
“Forestry” refers to Forest Management.
“Revenue” refers to Revenue Services.
“Surveys” refers to Surveys & Mapping/City Surveyor.