

MENU OF CONDITIONS
FOR DRAFT APPROVAL
URBAN DALE CORPORATION
708 & 750 River Road

DRAFT APPROVED 26/06/2025

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The City of Ottawa's conditions applying to the draft approval of Urbandale Corporation's Subdivision (File No. D07-16-19-0014), 708 & 750 River Road, are as follows:

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| | | <p>This approval applies to the draft plan certified by T. Hartwick, Ontario Land Surveyor, dated November 23, 2023, showing 83 Residential Lots, 5 streets, 7 residential blocks, 2 pathway blocks, 2 open space blocks, 2 environmental protection block, 1 stormwater management block, and 2 road widening blocks.</p> <p>This approval applies to the approved conceptual plans and reports in support of the draft plan as follows:</p> <ul style="list-style-type: none"> • Draft Plan of Subdivision, prepared by Annis, O'Sullivan, Vollebekk Ltd., dated May 27, 2025. • Combined Phase 1 Environmental Site Assessment, prepared by Golder Associates Ltd., dated September 2019. • Phase I Environmental Site Assessment, report PE5111-1, prepared by Paterson Group, dated January 26, 2021. • Cultural Heritage Impact Statement, prepared by Golder Associates Ltd., dated August 29, 2019. • Assessment of Adequacy of Public Services, prepared by IBI Group, dated March 2019, revised November 2020. • Environmental Impact Statement, prepared by Dillon Consulting, dated September 2016, revised January 2021. • Geotechnical Investigation, report PG3320-3, prepared by Paterson Group, dated January 14, 2021. • Supplemental Geotechnical Investigation, report PG3320-2, prepared by Paterson Group, dated November 20, 2020. • Noise Control Feasibility Study, prepared by IBI, dated March 2019, revised November 2020. • Transportation Impact Assessment, prepared by IBI, dated November 11, 2020. • Stage 1 Archaeological Assessment, report 1407170, prepared by Golder Associates Ltd., dated February 23, 2015 <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 Agencyⁱ</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 | OTTAWA Planning |

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| | | authorities and shall file copies thereof with the General Manager, Planning, Development and Building Services Department. | |
| 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, watermain), 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 | The Owner acknowledges and agrees that any residential blocks for street-oriented dwelling units on the final Plan shall be configured to ensure that there will be no more than 25 units per block. | OTTAWA Planning |
| 4. | G4 | <p>The Owner acknowledges and agrees that any person who, prior to the draft plan approval, entered into a purchase and sale agreement with respect to lots or blocks created by this Subdivision, shall be permitted to withdraw from such agreement without penalty and with full refund of any deposit paid, up until the acknowledgement noted above has been executed.</p> <p>The Owner agrees to provide to the General Manager, Planning, 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 |

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| 5. | G5 | All prospective purchasers shall be informed through a clause in the agreements of purchase and sale of the presence of lightweight fill on the lands, and that the presence of such lightweight fill may result in specific restrictions on landscaping, pools, additions, decks and fencing | OTTAWA Legal |
| 6. | G6 | The Owner, or his agents, shall not commence or permit the commencement of any site related works until such time as a pre-construction meeting has been held with Planning, Development and Building Services Department staff and until the City issues a Commence Work Notification. | OTTAWA Planning |
| | | <u>Landowners Agreement</u> | |
| 7. | LA1 | Prior to registration, the Owner agrees to provide the City with a clearance letter from the trustee of the Riverside South Landowners Group, confirming that the Owner is party to the Riverside South Landowners Group and that Cost Sharing Agreements (if applicable) and all of the obligations, financial and otherwise, of the landowner(s) of this subdivision have been fulfilled pursuant to the Landowners Agreement. | LG |
| | | <u>Zoning</u> | |
| 8. | Z1 | The Owner agrees that prior to registration of the Plan of Subdivision, the Owner shall ensure that the proposed Plan of Subdivision shall conform with a Zoning By-law approved under the requirements of the <i>Planning Act</i> , with all possibility of appeal to the Ontario Land Tribunal exhausted. | OTTAWA Planning |
| 9. | Z2 | The Owner undertakes and agrees that prior to the registration of the Plan of Subdivision, the Owner shall deliver to the City a certificate executed by an Ontario Land Surveyor showing that the area and frontage of all lots and blocks within the Subdivision are in accordance with the applicable Zoning By-law. | OTTAWA Planning |
| | | <u>Roadway Modifications</u> | |
| 10. | RM2 | <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, Development and Building Services Department.</p> | OTTAWA Planning Transpo Plg |

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| 11. | RM7 | <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 policies 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 | 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 |
| 13. | 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 |
| 14. | HR3 | The Owner shall provide for temporary turnarounds for all streets terminating at the edge of any phase of development, prior to registration of the Plan. The Owner agrees that it will convey to the City at no cost any temporary easements that may be required in order to establish the temporary turnarounds. For any portion of the temporary turn-around easements that do not form part of the permanent road allowance, the | OTTAWA Planning |

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| | | easements shall be released at the expense of the Owner when the easements are no longer required by the City. | | | | | | | | | |
| 15. | HR4 | The Owner shall convey to the City, at no cost to the City, an unencumbered road widening along <i>River 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 | | | | | | | | |
| 16. | HR6 | <p>The Owner shall provide site triangles at the following locations on the final plan:</p> <table><tr><td>a) Local Road to Local Road:</td><td>3 metres x 3 metres</td></tr><tr><td>b) Local Road to Collector Road:</td><td>5 metres x 5 metres</td></tr><tr><td>c) Collector Road to Collector Road:</td><td>5 metres x 5 metres</td></tr><tr><td>d) Collector Road to Arterial Road</td><td>5 metres x 5 metres</td></tr></table> | a) Local Road to Local Road: | 3 metres x 3 metres | b) Local Road to Collector Road: | 5 metres x 5 metres | c) Collector Road to Collector Road: | 5 metres x 5 metres | d) Collector Road to Arterial Road | 5 metres x 5 metres | OTTAWA Planning Legal |
| a) Local Road to Local Road: | 3 metres x 3 metres | | | | | | | | | | |
| b) Local Road to Collector Road: | 5 metres x 5 metres | | | | | | | | | | |
| c) Collector Road to Collector Road: | 5 metres x 5 metres | | | | | | | | | | |
| d) Collector Road to Arterial Road | 5 metres x 5 metres | | | | | | | | | | |
| 17. | HR7 | A 0.3 m reserve adjacent to the widened limit of <i>River 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, Development and Building Services Department. | OTTAWA Planning | | | | | | | | |
| 19. | HR10 | <ul style="list-style-type: none">The Owner acknowledges that should the plan be registered in phases; the first phase of registration shall include: <i>Thelon Street, lots 35-69, part of Block 88 and 89</i> | OTTAWA Planning | | | | | | | | |
| 20. | 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 | | | | | | | | |
| 21. | 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, Development and Building Services Department. | OTTAWA Planning | | | | | | | | |

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| 22. | 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 |
| | | <u>Geotechnical</u> | |
| 23. | GT1 | <p>Where special soils conditions exist, the Owner covenants and agrees that the following clause shall be incorporated into all agreements of purchase and sale for Lots (<i>insert lots numbers</i>). and included in the municipal covenant agreement against the title:</p> <p>“The Owner acknowledges that special soils conditions exist on this lot which will require:</p> <ul style="list-style-type: none"> (a) a geotechnical engineer licensed in the Province of Ontario to approve any proposal or design for a swimming pool installation or other proposal requiring an additional building permit on this lot prior to applying for a pool enclosure permit or installing the pool; and (b) the Owner to submit a copy of the geotechnical engineer’s or geoscientists report to the General Manager, Planning, Development and Building Services Department at the time of the application for the pool enclosure or additional building permit. <p>The Owner also acknowledges that said engineer or geoscientist will be required to certify that the construction has been completed in accordance with his/her recommendation and that a copy of the certification or report will be submitted to the General Manager, Planning, Development and Building Services Department.</p> | OTTAWA Planning |
| 24. | 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, 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; | OTTAWA Planning |

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| | | <ul style="list-style-type: none"> 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: | |
| | GT3 | <p>a) The Owner agrees to any restrictions to landscaping, in particular the type and size of trees and the proximity of these to structures/buildings due to the presence of sensitive marine clay soils, as per the City's Tree Planting in Sensitive Marine Clay Soils – 2017 Guidelines.</p> <p>b) The Owner agrees to provide the following tests, data, and information prior to zoning approval, in order to determine the sensitivity of the clay soils and how it will impact street tree planting and potentially front yard setbacks: OTTAWA Planning</p> <ul style="list-style-type: none"> i. Shear Vane analysis including remolded values per ASTM D2573. ii. Atterberg Limit testing per ASTM D4318; with the following data clearly identified, Natural water content (W), Plastic Limit (PL), Plasticity Index (PI), Liquidity Index (LI), and Activity (A). iii. Shrinkage Limit testing per ASTM D4943 with Shrinkage Limit (SL). iv. A separate section within the geotechnical report on sensitive marine clay soils, which will include a signed letter and corresponding map that confirms the locations of low, medium sensitivity (generally <40% plasticity) or high sensitivity clay soils (generally >40% plasticity), as determined by the above tests and data. v. The report identifies that foundation walls are to be reinforced at least nominally, with a minimum of two upper and two lower 15M (rebar size) bars in the foundation wall. <p>c) In locations where all six conditions in the Tree Planting in Sensitive Marine Clay Soils – 2017 Guidelines cannot be met (e.g. if soils are generally >40% plasticity) the 2005 Clay Soils Policy will apply, meaning only small, low-water demand trees can be planted at a minimum separation distance of 7.5m from a building foundation. In these cases, the Zoning By-law will be used to ensure sufficient front yard setbacks to accommodate street trees in the right-of-way. For example, if street trees</p> | OTTAWA Planning |

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| | | are planted in the right-of-way at a distance of 2m from the front lot line, then the minimum front yard setback would be 5.5m (7.5m – 2m). | |
| | GT4 | In areas of sensitive marine clay soils, the Owner agrees that, prior to registration, to prepare an information package for homeowners regarding tree planting and watering, in accordance with the supporting geotechnical report. This information must be approved by Forestry Services prior to circulation to homeowners. | OTTAWA Forestry |
| | | <u>Pathways, Sidewalks, Walkways, Fencing, and Noise Barriers</u> | |
| 25. | 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. | |
| 26. | S5 | The Owner agrees to connect all new pathways, sidewalks, walkways to the existing pathways, sidewalks, walkways located at the following locations: <ul style="list-style-type: none"> • Block 84 | OTTAWA Planning |
| 27. | 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"> • Between rear property lines of lots 62 to 83 (inclusive) and Blocks 88 and 87 • Between Block 85 and Block 87 • Between Block 91 and Block 92 <p>All chain link fencing that separate public lands and residential lots and blocks shall have a maximum opening (the diamond shape area) of no greater than 37 mm in order to comply with the applicable part of the “Pool Enclosure By-Law”.</p> <p>b) The Owner agrees that any vinyl-coated chain link fence required to be installed with the exception of parks fencing shall be located a minimum of 0.15 metres inside the property line of the private property.</p> | OTTAWA Planning |
| 28. | S9 | <p>a) The Owner agrees to design and erect at no cost to the City, noise attenuation barriers in accordance with City specifications at the following locations:</p> <ul style="list-style-type: none"> • Along rear yard east side boundary of Lots 1, 16, 27, and 48. • Along rear yard north and east side boundary of Lot 49. • Along rear property boundary of Lots 50, 51, 52, 53, 54, and 55. | OTTAWA Planning |

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| | | <ul style="list-style-type: none"> • Along rear yard north and east side boundary of Block 92, lot unit closest to River Road. • Along rear yard east side boundary of Block 96. <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> | |
| 29. | S10 | <p>The Owner shall insert a clause in each agreement of purchase and sale and shall be registered as a notice on title in respect of all lands which fences have been constructed stating that:</p> <p>“Purchasers are advised that they must maintain all fences in good repair, including those as constructed by (<i>developer name</i>) along the boundary of this land, to the satisfaction of the General Manager, Planning, Development and Building Services Department. The Purchaser agrees to include this clause in any future purchase and sale agreements”.</p> | OTTAWA Planning |
| 30. | | The Owner agrees that best efforts should be made to clear and grade Blocks 87 and 88, and including the area between Blocks 87 and 88, to a maximum longitudinal and cross slope of 5% and a minimum width of 10.0 metres, to the satisfaction of the General Manager, Planning, Development and Building Services Department. | OTTAWA Planning |
| | | <u>Landscaping/Streetscaping</u> | |
| 31. | 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</p> | OTTAWA Planning Forestry |

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| | | <p>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, Development and Building Services Department.</p> | |
| 32. | 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> | |
| 33. | 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> | OTTAWA Planning |

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| | | 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, Development and Building Services Department. | |
| 34. | TC3 | The Owner agrees to maintain the tree protection measures until construction is complete and/or the City has provided written permission to remove them. | OTTAWA Planning |
| | | <u>Gateway Features</u> | |
| 35. | GF1 | <p>The Owner acknowledges and agrees that the proposed Community Gateway Features located at Nahanni Crescent and River Road shall be designed, constructed and certified by a qualified professional and shall be in accordance with the City's Design Guidelines for Development Application Gateway Features, applicable by-laws and policies.</p> <p>Prior to the earlier of registration or installation, the Owner shall deposit security to meet the on-going maintenance obligations of the Feature(s) by the Owner for a one-year period after the construction of the Feature. The security will not be reduced or released until the expiration of the one-year period and until the time a certification by a qualified professional confirming that the Feature is constructed in accordance with the Guidelines and approved plans and is in a good state of repair is provided. During the warranty period, the Owner shall be solely responsible for the on-going upkeep and maintenance of the Gateway Feature(s).</p> <p>The Owner shall, prior to registration, make a financial contribution (+HST) to the "Maintenance Fund" in accordance with the City's Design Guidelines for Development Application Gateway Features.</p> <p>All of the aforementioned are to the satisfaction of the General Manager, Planning, Development and Building Services Department.</p> | OTTAWA Planning |
| | | <u>Parks</u> | |
| 36. | P1 | <p>The parkland dedication requirement for the Subdivision is estimated to be approximately 0.427 ha in accordance with the Parkland Dedication By-law No. 2022-280 and the <i>Planning Act</i>. If the number of proposed residential units changes, the block areas change, and/or the residential land use changes, the parkland dedication requirement may also change. The estimate of the parkland dedication requirement is calculated as follows:</p> <p>Table 1. Estimated Parkland Dedication Requirement.</p> | OTTAWA Parks |

| | | <table><tr><th>Proposed Use</th><th>Net Residential Units</th><th>Block Area (ha)</th><th>Parkland Dedication Rate</th><th>Parkland Dedication Requirement (ha)</th></tr><tr><td>Single-detached dwellings and townhouses</td><td>134</td><td>N/A</td><td>1 ha per 600 net residential units</td><td>0.223</td></tr><tr><td>Apartments, low-rise</td><td>112</td><td>2.038</td><td>1 ha per 600 dwelling units to a maximum of 10% of the area of the gross land area</td><td>0.204</td></tr><tr><td>Total</td><td>246</td><td></td><td></td><td>0.427</td></tr></table> | Proposed Use | Net Residential Units | Block Area (ha) | Parkland Dedication Rate | Parkland Dedication Requirement (ha) | Single-detached dwellings and townhouses | 134 | N/A | 1 ha per 600 net residential units | 0.223 | Apartments, low-rise | 112 | 2.038 | 1 ha per 600 dwelling units to a maximum of 10% of the area of the gross land area | 0.204 | Total | 246 | | | 0.427 | |
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| Proposed Use | Net Residential Units | Block Area (ha) | Parkland Dedication Rate | Parkland Dedication Requirement (ha) | | | | | | | | | | | | | | | | | | | |
| Single-detached dwellings and townhouses | 134 | N/A | 1 ha per 600 net residential units | 0.223 | | | | | | | | | | | | | | | | | | | |
| Apartments, low-rise | 112 | 2.038 | 1 ha per 600 dwelling units to a maximum of 10% of the area of the gross land area | 0.204 | | | | | | | | | | | | | | | | | | | |
| Total | 246 | | | 0.427 | | | | | | | | | | | | | | | | | | | |
| 37. | P2 | In accordance with the Planning Act and the City of Ottawa Parkland Dedication By-law No. 2022-280, the Owner shall convey Park Block 91 to the City, at no cost, as dedicated parkland. The Owner agrees the area of the Park Block shall be approximately 0.594 ha. The size and configuration of the Park Blocks on the Final Plan shall be to the satisfaction of the General Manager, Recreation, Cultural & Facility Services Department. Prior to registration, the Owner further agrees to provide written confirmation from an Ontario Land Surveyor that the final area and configuration of Park Block 91 exclude all required development setbacks from the adjacent watercourse, to the satisfaction of the General Manager, Recreation Cultural and Facility Services. | | | OTTAWA Parks | | | | | | | | | | | | | | | | | | |
| 38. | P3 | Prior to registration, the Owner agrees to remove the existing structure at 746 River Road that is partly located on Park Block 91 or shall adjust the boundaries of Park Block 91 to exclude the structure and the minimum required setbacks from the structure to the Park lot line(s), to the satisfaction of the General Manager, Recreation, Cultural and Facility Services. | | | OTTAWA Parks | | | | | | | | | | | | | | | | | | |
| 39. | P4 | The Owner acknowledges and agrees that there will be an over dedication of approximately 0.167 ha of parkland within this Subdivision. The Owner further acknowledges and agrees that the over dedication of parkland within this Subdivision is intended to be offset by the under dedication of parkland elsewhere in the existing Riverside South Community Design Plan area and the future Riverside South Secondary Plan area, as indicated in the Riverside South Community Landowners Core Services | | | OTTAWA Parks | | | | | | | | | | | | | | | | | | |

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| | | Cost Sharing Agreement applicable to parks, to the satisfaction of the General Manager, Recreation, Cultural and Facility Services Department. | |
| 40. | P5 | Prior to the registration of the Subdivision Agreement for the Subdivision Phase containing Park Block 91, the Owner agrees to submit a Facility Fit Plan and cost estimate in accordance with the City's Park Development Manual, 2 nd Edition 2017 (and as amended) for Park Block 91, to the satisfaction of the General Manager, Recreation, Cultural and Facility Services Department. | OTTAWA Parks |
| 41. | P6 | <p>The Owner acknowledges and agrees to design and construct the parkland, identified as Park Block 91, in accordance with City specifications and standards. The Owner further agrees to provide design plans and documents as detailed in the Park Development Manual 2nd edition 2017 (and as amended) for the park(s). The plans and documents will detail the designs, costs and amenities to be provided in each park. The expected cost of the design, construction, review and inspection of these parks will be in accordance with the rate per hectare and indexing rate utilized for park development by the City at the time of registration of each phase of development.</p> <p>The design plans and documents as well as the final budget for design, construction, review and inspection shall be subject to approval by the City, all to the satisfaction of the General Manager, Recreation, Cultural and Facility Services Department.</p> | OTTAWA Parks |
| 42. | P7 | All Owner obligations associated with the Park Block(s) must be completed to the satisfaction of the General Manager, Recreation, Cultural and Facility Services Department within two years of registration. | OTTAWA Parks |
| 43. | P8 | The Owner acknowledges and agrees that no stormwater management facilities, encumbrances such as retaining walls, utility lines or easements of any kind shall be located on, or in front of, dedicated park blocks without the written approval of the General Manager, Recreation, Cultural and Facility Services Department. | OTTAWA Parks |
| 44. | P9 | The Owner acknowledges and agrees that any encumbrances which are not solely for the benefit of the park, such as retaining walls, utility lines or easements of any kind on lands, or portion thereof encumbering the design and function of future Park Block 91 must be approved by the General Manager of Recreation, Culture and Facility Services Department, and will not form part of the <i>Planning Act</i> parkland dedication requirements. | OTTAWA Parks |
| 45. | P10 | The Owner agrees the park block(s) must be fully developable for its intended use based on a geotechnical report. If any constraints to development of the park block(s) are found the measures necessary to | OTTAWA Parks |

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| | | <p>mitigate the constraints and to provide a subgrade suitable for the intended park(s) uses as identified in the Facility Fit Plan, or if a Facility Fit Plan has not yet been prepared for intended park uses as identified by Parks planning staff, will be undertaken by the Owner. The Owner is solely responsible for the costs of any necessary mitigation measures in addition to the Park Budget.</p> <p>All of the aforementioned are to the satisfaction of the General Manager, Recreation, Cultural and Facility Services Department.</p> | |
| 46. | P11 | <p>Once a Facility Fit Plan is submitted and after tree protection fencing has been installed accordingly, both as approved by the General Manager, Recreation, Cultural and Facility Services Department, the Owner may remove vegetation, trees and topsoil from Park Block 91 to facilitate rough grading of the area. The Owner agrees that the Owner may stockpile the topsoil either on or off Park Block 91.</p> <p>If the removal of the native topsoil is required, the Owner agrees to provide replacement topsoil at a sufficient depth and quality for Park Block 91 as per City Standards for park topsoil. All work shall proceed in accordance with the applicable By-laws.</p> | OTTAWA Parks |
| 47. | P12 | <p>Prior to registration, the Owner shall remove any existing fill present on Park Block 91 (see the 2021 aerial photography in geoOttawa) and provide written confirmation from a Qualified Person that no contaminants have been deposited on the parkland in exceedance of the applicable soil standards for parkland use, to the satisfaction of the General Manager, Recreation, Cultural and Facility Services. The Owner further acknowledges and agrees that any remediation of Park Block 91 will be at the Owner's expense and will be in addition to the estimated park development budget calculated at the per hectare rate and such remediation work shall be completed to the satisfaction of the General Manager, Strategic Initiatives.</p> | |
| 48. | P13 | <p>The City acknowledges and agrees that the Owner may use Park Block 91 outside of the protected park areas for the stockpiling of materials or staging as needed. The Owner agrees to conduct the stockpiling of soils in accordance with the future excess soils regulation, as amended.</p> <p>The Owner agrees contaminated soils shall not be stockpiled on future park areas. The Owner agrees to provide to the City documentation of the source and quality of the soils temporarily stored on the future park areas.</p> <p>The Owner acknowledges and agrees that in the event that the Owner chooses to use the parkland for stockpiling or staging, once this use of the parkland is completed, all materials will be removed from the parkland and</p> | OTTAWA Parks |

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| | | <p>a geotechnical report by a qualified and licensed engineer or geoscientist will be submitted. The geotechnical report shall confirm that the subgrade is suitable for its intended use and that no contaminants have been deposited on the parkland. The geotechnical report must indicate the level of soil compaction on the site and conform to City Standards, to the satisfaction of the General Manager, Recreation, Cultural and Facility Services Department.</p> <p>The Owner agrees that any remediation required to the parkland as result of the owners use of the parkland will be at the Owner's expense and will be in addition to the estimated park budget calculated at the per hectare rate as indexed and such remediation work shall be completed to the satisfaction of the General Manager, Recreation, Cultural and Facility Services Department.</p> | |
| 49. | P14 | The Owner further agrees to prepare and submit after registration, for approval all park plans and documents required as noted in the Park Development Manual 2017 based on the approved Facility Fit Plan, all to the satisfaction of the General Manager, Recreation, Cultural and Facility Services Department | OTTAWA Parks |
| 50. | P15 | <p>a) Any fill imported to Park Block 91 must be conducted in accordance with O. Reg.406/19: On-site and Excess Soil Management, as amended. Documentation of the source and quality of the fill to be imported must be approved by a Qualified Person. Soils must be tested to the minimum parameter list as specified in the excess soils regulation. Importation of soils with no chemical testing will not be permitted. Additional testing may be required by the Qualified Persons as defined in the regulation.</p> <p>b) Copies of all records related to all soils imported to the future park areas must be provided to the City.</p> | OTTAWA Planning Parks |
| 51. | P16 | It is the responsibility of the Owner to fill and rough grade the park where necessary, with clean earth borrow, compacted and leveled within the park block accordingly, to provide for positive surface drainage as per the City Standards for Park Fill and rough grading as per the approved subdivision grading plan. All at the expense of the Owner. All works and fill materials are to be approved by the General Manager, Planning, Development and Building Services Department prior to being placed on site. | |
| 52. | P17 | It is the responsibility of the Owner to undertake final grading of the park block as per the park working drawings /grading and drainage plan. This final grading will be covered by the park budget to a maximum of 10% of the park construction cost. Additional grading beyond 10% of park construction cost will be at the Owner's expense. | OTTAWA Planning Parks |

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| | | <p>All works and design drawings are subject to the approval of the General Manager, Recreation, Cultural and Facility Services Department and the General Manager, Planning, Development and Building Services Department.</p> <p>Unless otherwise specified the Owner shall provide the following services and utilities to all Park Blocks:</p> <ul style="list-style-type: none"> a) A 300mm diameter storm sewer and CB/MH at 2m inside the park property line. b) A 120/240 volt, 200 amperes single phase hydro drop at 2m inside the park property line. The Owner is responsible for making all arrangements and coordinating the connection of the new hydro (electrical) service, including costs and inspections, with the respective hydro (electricity) agencies. The Owner is also responsible to ensure the park electricity service(s) is included on the approved CUP drawings. | |
| 53. | P18 | <p>The Owner shall install fencing of uniform appearance and quality, with a minimum height of five feet (5') (1.5m) along the following:</p> <ul style="list-style-type: none"> 1) The common boundary of all residential lots and other lots and blocks which abut Park Block 91; 2) The common boundary between Park Block 91 and 740 River Road and 746 River Road; and 3) The northerly and westerly lot lines of Park Block 91 to define the limits of Park Block 91 and the development setback from the adjacent watercourse. <p>Fences shall be installed 0.15m on the park property side of the common property line, and the location of the fence shall be verified by an Ontario Land Surveyor. All fences must adhere to the City's fence By-law 2003-462. Fence materials will be of commercial grade and consist of 6-gauge black vinyl coated chain link material and black powder coated schedule 40 pipe rails and posts or an approved alternative.</p> | OTTAWA Parks |
| 54. | P19 | <p>No access from private property to passive public property will be allowed. The Owner shall place the following clause in each Agreement of Purchase and Sale and shall be registered as a notice on title in respect of all Lots and Blocks:</p> <p>"The Transferee for himself, his heirs, executors, administrators, successors and assigns acknowledges being advised that gates accessing public property are not permitted in the fences."</p> | OTTAWA Parks |

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| 55. | P20 | <p>The Owner shall include a clause in each Agreement of Purchase and Sale and shall be registered as a notice on title in respect of all Lots and Blocks which shall provide notification to all purchasers of lands within the Subdivision that parkland within this subdivision and/or already existing in the vicinity of the subdivision may have (select as appropriate):</p> <ul style="list-style-type: none"> a) active hard surface and soft surface recreational facilities b) active lighted sports fields and other lit amenities c) recreation and leisure facilities d) potential community centre e) library f) day care g) other potential public buildings/facilities. | OTTAWA Parks |
| 56. | P21 | The Owner acknowledges and agrees that, if the approved park concept design contains amenities proposed by the Owner that exceed the standard park design and construction budget, and if securities are not retained by the City for these items, the City shall not be responsible for these items in the event that the City must complete the park. | OTTAWA Parks |
| 57. | P22 | The Owner acknowledges and agrees that, following registration of this agreement, all park blocks will be transferred to the City. Notwithstanding said transfer, the Owner acknowledges and agrees that, prior to the assumption of the park by the City, the owner will retain all liability for the transferred blocks and that said transfer will in no way exonerate the Owner from its responsibility to design and construct the park pursuant to the terms of this agreement. | OTTAWA Parks |
| 58. | P23 | The Owner acknowledges and agrees that where multiple parks are to be developed within a Community Design Plan (CDP) area, a Secondary Plan area or draft plan of subdivision with multiple landowners, the landowners will enter into a cost sharing agreement to cover the cost of the development of the parks as per the direction of Policy 11.6.11 of the Official Plan. Prior to registration, the Owner shall submit to the City proof from the landowners' trustee that the Owner is party to the cost sharing agreement and has paid its share of any costs pursuant to the landowner's agreement, or the Owner shall submit other suitable documentation from the landowners' trustee demonstrating that the Owner is participating in the landowners' agreement, to the satisfaction of the General Manager, Recreation, Cultural and Facility Services. | OTTAWA Planning Parks |
| 59. | P24 | Prior to the acceptance of a Park Block 91 with substantial wooded area, the Owner agrees to remove any dead, dying or fallen trees and debris from with the Park Block that pose a safety risk. Prior to any removals, the Owner must arrange an inspection of the lands with the City Forester and | OTTAWA Planning Parks |

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| | | Park Planner in advance of these works occurring. Any removals/clean up shall follow best forestry practises. | |
| 60. | P25 | <p>The Owner acknowledges and agrees to erect on the park block(s) at a location selected by the General Manager, Recreation, Cultural and Facility Services a professionally painted sign indicating:</p> <p style="padding-left: 40px;">Future Parkland No Dumping No Removal of soils or Vegetation All at the expense of the Owner</p> <p style="padding-left: 40px;">Parc futur Il est interdit de jeter des déchets Il est interdit d'enlever le sol ou la végétation Entreposage de matériaux interdit</p> | OTTAWA Parks |
| 61. | P26 | <p>Upon registration of the subdivision and transfer of ownership of the park block to the city, the Owner agrees to provide:</p> <ul style="list-style-type: none"> • a certificate of insurance that names the City of Ottawa as Additional Insured, and • a letter of credit which covers the full amount of the park construction cost to ensure the work is completed, <p>the Owner will hereby be granted consent to enter at no cost to complete the work. All is to the satisfaction of the General Manager of Recreation Culture and Facility Services,</p> | OTTAWA Parks |
| 62. | P27 | <p>The Owner acknowledges and agrees that no work within the ROW in front of, or around, any boundary of the park will be a park cost. All ROW work including, tree planting, topsoil and sod, and all hard surface work will be at the Owners' expense.</p> <p>Where a park plaza or landscape feature extends into the ROW as a continual element of the park development, this work may be considered park work at the discretion of the General Manager, Recreation, Cultural and Facility Services.</p> | OTTAWA Parks |
| | | <u>Environmental Constraints</u> | |
| 63. | 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 |

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| 64. | 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 |
| 65. | EC3 | The Owner acknowledges and agrees that the construction of the subdivision shall be in accordance with the recommendations of (specify report i.e. Environmental Impact Statement, author, version, date): <ul style="list-style-type: none"> list specific recommendations | OTTAWA Planning CA |
| 66. | 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 |
| 67. | EC5 | The Owner acknowledges that the Rideau River is subject to the Rideau Valley Conservation Authority's "Development, Interference with Wetlands and Alterations to Shorelines and Watercourses" regulation, made under Section 28 of the Conservation Authorities Act, R.S.O. 1990, c. C.27, as amended. The regulation requires that the Owner of the property obtain a permit from the Conservation Authority prior to straightening, changing, diverting, or interfering in any way with any watercourse. Any application received in this regard will be assessed within the context of approved policies for the administration of the regulation. | OTTAWA Planning CA |
| 68. | EC7 | The Owner shall erect protective fencing and sediment and erosion control measures along the setback perimeter of the Rideau River prior to any site preparation works within the Subdivision to ensure no disturbance of the watercourse during construction to the satisfaction of the Rideau Valley Conservation Authority. These measures shall be maintained in good working order until the site has stabilized, after which any such measures that are not permanent shall be removed in a manner that minimizes disturbance to the site. | OTTAWA Planning CA |
| 69. | EC8 | The Owner acknowledges that any proposed works on or adjacent to the Rideau River 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 |
| 70. | EC9 | The Owner shall complete the DFO Self-Assessment process and provide the City and the Rideau Valley Conservation Authority with a copy of the completed Request for Review. The Owner acknowledges that should the | OTTAWA Planning CA |

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| | | results of the Self-Assessment indicate that serious harm to fish cannot 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. | |
| 71. | EC11 | The Owner shall convey, at no cost to the City, the following lands: Blocks 86 and 89 comprising the environmental protection lands. 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 |
| 72. | 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>Archaeology</u> | |
| 73. | ARC1 | <p>Where the Owner is required to undertake an archaeological assessment:</p> <ul 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, Development and Building Services 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> | |

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| 74. | 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, Development and Building Services Department.</p> | OTTAWA Planning CA |
| 75. | 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. (if appropriate) 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 Rideau Valley Conservation Authority.</p> <p>(c) The Owner shall implement an inspection and monitoring plan to maintain erosion control measures.</p> | OTTAWA Planning CA |
| 76. | 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 |
| 77. | 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 |

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| 78. | 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 Services Department of the City of Ottawa prior to undertaking any grading alterations.”</p> | OTTAWA Legal |
| 79. | SW8 | Where the Owner is required under this Agreement to provide the oversize and/or over-depth storm sewers or open drains in order to make provisions for later development of upstream lands not owned by the Owner herein, as referred to in the approved plans, the City will, insofar as it legally may, require that payment shall be made by the Owner of such upstream undeveloped land which will utilize the said storm sewers as an outlet(s), prior to registration. The amount of payment shall be determined by the General Manager, Planning, Development and Building Services Department. | |
| 80. | 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> <p>a) Lots 2 to 5, 7 to 9, 17 to 20, 23 to 26, 28 to 32, 35 to 39, 49 to 52, 55 to 57, 59 to 62, inclusive</p> <p>b) Blocks 84 to 85, inclusive</p> | OTTAWA Planning |
| | | <u>Sanitary Services</u> | |
| 81. | 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 |

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| 82. | 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> <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> | |
| 83. | 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 |
| 84. | 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 |
| 85. | 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 |
| 86. | 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 |
| 87. | 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 | OTTAWA Planning |

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| | | 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. | |
| 88. | 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> | |
| 89. | 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, Development and Building Services 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 |
| 90. | 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 |
| 91. | 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> | |
| 92. | U1 | The Owner is hereby advised that prior to commencing any work within the subdivision, the Owner must confirm that sufficient wire-line | OTTAWA Planning |

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| | | 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). | |
| 93. | 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 |
| 94. | 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 |
| 95. | 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 |
| 96. | 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 |
| 97. | 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 |
| 98. | H5 | The Owner shall be responsible for servicing the buildings within the property. Only one service entrance per property shall be permitted. | Hydro Ottawa |
| 99. | 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 | Hydro Ottawa |

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| | | Plant & Support Structures from Acute Shock Construction Processes". The Owner shall be responsible for any damage to Hydro Ottawa distribution assets. | |
| 100. | H7 | Hydro Ottawa prohibits any change of grade that results in reduced life expectancy of the asset. Any change in grade of more than 0.3m in the vicinity of proposed or existing electric utility equipment shall be reviewed with Hydro Ottawa. The proposed grade change around XX [state where] is more than 0.3m. | Hydro Ottawa |
| 101. | 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 |
| 102. | H9 | The Owner is advised that there are overhead medium voltage overhead lines along the eastern 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 |
| 103. | H10 | 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. | Hydro Ottawa |

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| | | <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> | |
| | | <u>Fire Services</u> | |
| 104. | 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 |
| 105. | 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 |
| 106. | 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 | OTTAWA Planning |

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| | | General Manager of Planning, Development and Building Services Department. | |
| | | <u>Noise Attenuation</u> | |
| 107. | N1 | <p>The Owner shall have a Noise Study undertaken related to noise assessment and land use planning with respect to noises generated by moving and stationary sources prepared by a Professional Engineer, licensed in the province of Ontario to the satisfaction and approval of the General Manager, Planning, Development and Building Services 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 |
| 108. | N2 | 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, Development and Building Services Department, through a Professional Engineer, that the noise control measures have been implemented in accordance with the approved study. | OTTAWA Planning |
| 109. | 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> <p><i>NOTE TO STAFF: The following warning clauses may be used individually or in combination as appropriate for the case (modifications to the warning clauses may be implemented by the City for site specific cases). Where included, the following warning clauses shall be incorporated into agreements of purchase and sale for the whole or any part of a lot or block on the Plan of Subdivision deemed to be affected by noise, and registered separately against the title. For further information on warning clauses, reference is made to the Ministry of the Environment document Procedure D-6-4, Appendix D: MCCR Bulletin No. 91003, "Environmental</i></p> | OTTAWA Planning Legal |

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| | | <i>Warning/Restrictions and Table 1.13 of the City's Environmental Noise Control Guidelines.</i> | |
| 110. | | Warning Clause Type A: "Transferees are advised that sound levels due to increasing road traffic may occasionally interfere with some activities of the dwelling occupants as the sound levels exceed the City's and the Ministry of the Environment's noise criteria." | |
| 111. | | 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 roadtraffic 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." | |
| 112. | | 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.)" | |
| 113. | | 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> | |
| 114. | 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. Pathway, Walkway or Servicing Blocks – Blocks 87 and 88 ii. Open Space/Park Blocks – Blocks 84 and 91 | OTTAWA Planning Legal |

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| | | <ul style="list-style-type: none"> iii. Watercourses (buffer strips/riparian corridors) – Blocks 86 and 89 iv. Park Blocks – N/A v. Storm Water Management Blocks – Block 90 vi. Road Widening Blocks – Blocks 99 and 100 vii. 0.3 m Reserve Blocks – Along Lots 1, 16, 27, 48, 49, 50, 51, 52, 53, 54, 55 adjacent to River Road right-of-way, and eastern part of Bodell Circle adjacent to River Road right-of-way. Along Lot 49 adjacent to Thelon Street. viii. Daylighting Triangles – as shown ix. Transit Corridors – N/A x. Wetlands – N/A | |
| 115. | 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>Land Purchase and Consolidation</u> | |
| 116. | | <ul style="list-style-type: none"> a) The Owner acknowledges and agrees to purchase Part 1 of 4R-XXXX which has been determined to be surplus road allowance and will be purchased from the City at market value and consolidated with Lots 74 and 75 this subdivision. A road closing by-law will also be completed for Part 1 of 4R-XXXX. All are to be completed prior to subdivision registration or issuance of a building permit at Lot 74 or 75, whichever ever occurs earlier. b) The Owner acknowledges and agrees that prior to registration, Blocks 96, 97, and 98, as well as Etobicoke Circle, will need to be consolidated with lands within the adjacent subdivision at 760 River Road (File D07-16-20-0003). | |
| | | <u>Blasting</u> | |
| 117. | B1 | <p>The Owner agree that all blasting activities will conform to the City of Ottawa's standard S.P. No: F-1201 Use of Explosives. Prior to any blasting activities, a pre-blast survey shall be prepared as per F-1201, at the Owner expense for all buildings, utilities, structures, water wells, and facilities likely to be affected by the blast and those within 75 m of the location where explosives are to be used. The standard inspection procedure shall include the provision of an explanatory letter to the owner or occupant and owner with a formal request for permission to carry out an inspection.</p> <p>The Owner agree to provide a Notification Letter in compliance with City specification F-1201. Specification indicates that a minimum of 15 Business days prior to blasting the Contractor shall provide written notice to all owner(s) and tenants of buildings or facilities within a minimum of</p> | OTTAWA Planning |

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| | | 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> | |
| 118. | 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 |
| 119. | DC3 | The Owner acknowledges and agrees to enter into any front-ending agreements with the City of Ottawa for (specify the works) that are anticipated to be required in advance of the time as approved by Council. The City shall repay the Owner for the cost of works as noted herein in accordance with the approved Front-Ending Policy of the City's Development Charge By-law, and subject to budget approval of the required expenditure by City Council in the year in which it is approved. | OTTAWA Planning Legal |
| 120. | DC4 | <p>The Owner acknowledges that for building permits issued after January 15, 2010, payment of non-residential development charges, excluding development charges for institutional developments, may be calculated in two installments at the option of the Owner, such option to be exercised by the Owner at the time of the application for the building permit. The non-discounted portion of the development charge shall be paid at the time of issuance of the building permit and the discounted portion of the development charge shall be payable a maximum of two years from the date of issuance of the initial building permit subject to the following conditions:</p> <ul style="list-style-type: none"> a) a written acknowledgement from the Owner of the obligation to pay the discounted portion of the development charges; b) no reduction in the Letter of Credit below the amount of the outstanding discounted development charges; and c) indexing of the development charges in accordance with the provisions of the Development Charges By-law. <p>The Owner further acknowledges that Council may terminate the eligibility for this two-stage payment at any time without notice, including for the lands subject to this agreement and including for a building permit for which an application has been filed but not yet issued.</p> | OTTAWA Planning Legal |

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| | | <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> | |
| 121. | 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 |
| 122. | 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 |
| 123. | 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> | |
| 124. | 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 |
| 125. | 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 |
| 126. | C3 | The owner shall pay any outstanding taxes owing to the City of Ottawa prior to registration. | OTTAWA Planning Revenue |
| 127. | C4 | Prior to registration of the Plan of Subdivision, the City is to be satisfied that conditions 1 to 129 have been fulfilled. | OTTAWA Planning |
| 128. | 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 | OTTAWA Planning |

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| | | 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. | |
| 129. | C6 | If the Plan(s) of Subdivision, including all phases within the draft approved plan of subdivision, has not been registered by <i>June 26, 2028</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.