

MENU OF CONDITIONS
FOR DRAFT APPROVAL
UNIFORM URBAN DEVELOPMENTS LTD.
4386 RIDEAU VALLEY DRIVE, MANOTICK

DRAFT APPROVED 17/06/2025

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The City of Ottawa's conditions applying to the draft approval of the Uniform Urban Developments Ltd. Subdivision (File No. D07-16-22-0026), 4386 Rideau Valley Drive, are as follows:

	<p>This approval applies to the draft plan certified by E.H. Herweyer, Ontario Land Surveyor, dated March 13, 2025, showing 45 residential blocks, one park block, one servicing block, three open space blocks, three road widening blocks, and three streets.</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) Conceptual General Plan of Services 1, drawing no. 121153-GP1, prepared by Novatech, dated Jan 6/23, revised Mar 3/25 2) Conceptual General Plan of Services 2, drawing no. 121153-GP2, prepared by Novatech, dated Jan 6/23, revised Mar 3/25 3) Conceptual Grading, Erosion, & Sediment Control Plan 1, drawing no. 1211513-GR1, prepared by Novatech, dated Jan 6/23, revised Mar 3/25 4) Conceptual Grading, Erosion, & Sediment Control Plan 2, drawing 1211513-GR2, prepared by Novatech, dated Jan 6/23, revised Mar 3/25 5) Details – Renaturalization Plan for Block 49, 50 & 51, drawing no. 121153-L2, prepared by Novatech, dated Dec 16/2024, revised Jun 6/2025. 6) Draft Plan of Subdivision of Part of Lot 1 Concession 1 (Rideau Front), Part of Lot 1 Concession 2 (Rideau Front), and Part of the Road Allowance Between Concessions 1 and 2, Geographic Township of Nepean, City of Ottawa, prepared by E.H. Herweyer, Ontario Land Surveyor, dated June 13, 2025 7) Environmental Impact Statement Avoidance and Mitigation Measures Update, prepared by CIMA+, dated December 19, 2024 8) Fluvial Geomorphic and Erosion Hazard Assessment, Stinson Lands, Ottawa, Ontario, prepared by Matrix Solutions Inc., dated April 2024 9) Geotechnical Investigation, Proposed Residential Development, 4386 Rideau Valley Drive, Ottawa, Ontario, prepared by Paterson Group, dated July 19, 2024 10) Groundwater Impact Assessment, Proposed Residential Development, 4386 Rideau Valley Drive, Ottawa, Ontario, prepared by Paterson Group, dated April 5, 2024 11) Parks and Open Space Plan (view B – Community Parkette only), prepared by Novatech, dated March 2025 12) Phase I Environmental Site Assessment, 4386 Rideau Valley Drive, Ottawa, Ontario, prepared by Paterson Group, dated April 9, 2024 	
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		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 authorities and shall file copies thereof with the General Manager, Planning, Development and Building Services.	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,</p>	OTTAWA Planning

		<p>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, 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.</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>	
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 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.	G5	The Owner agrees that, if lightweight fill is approved through the detailed design review, 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	OTTAWA Planning

		Building Services staff and until the City issues a Commence Work Notification.	
		<u>Zoning</u>	
7.	Z1	The Owner agrees that prior to registration of the Plan of Subdivision, the Owner shall ensure that the Draft Plan of Subdivision conforms with the applicable Zoning By-law approved under the requirements of the <i>Planning Act</i> , with all possibility of appeals to the Ontario Land Tribunal exhausted.	OTTAWA Planning
8.	Z2	The Owner undertakes and agrees that prior to the registration of the Plan of Subdivision, the Owner shall deliver to the City a certificate executed by an Ontario Land Surveyor showing that the area and frontage of all lots and blocks within the subdivision are in accordance with the applicable Zoning By-law.	OTTAWA Planning
		<u>Roadway Modifications</u>	
9.	RM1	The Owner shall pay all expenses associated with all works related to roadway modifications, and shall provide financial security in the amount of 100% of the cost of implementing the required works.	OTTAWA Planning
10.	RM2	<p>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; and <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.</p>	OTTAWA Planning Transpo Plg
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>	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 policies related to Design Priority Areas); • pavement markings/signage; and • temporary/seasonal installations such as flexi posts or removable bollards. 	
		<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.	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 easements shall be released at the expense of the Owner when the easements are no longer required by the City.	OTTAWA Planning
15.	HR4	The Owner shall convey to the City, at no cost to the City, an unencumbered road widening along Rideau Valley Drive and along Bankfield Road, adjacent to the subdivision lands, in accordance with the Official Plan. The required widening shall be illustrated on the Draft Plan of Subdivision and registered M-Plan 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 Plan of Subdivision and registered M-Plan. All of the above shall be to the satisfaction of the City Surveyor.	OTTAWA Planning Surveys

16.	SpHR	The Owner shall provide a registered R-Plan identifying a traffic turnaround at the end of Street Three, within the "Additional Lands Owned by Applicant", to the satisfaction of the City Surveyor.	OTTAWA Planning Legal
17.	HR5	Any dead ends and/or open spaces of road allowances created though this Plan of Subdivision may be terminated in 0.3 metre reserves. The Owner shall place 0.3 metre reserves on the following locations: <ul style="list-style-type: none"> a) From Lot 1 to Lot 6 abutting Bankfield Road and Lot 6 abutting Block 52 (road widening) b) Within the Additional Lands Owned by Applicant abutting the east and north side of Street One between Bankfield Road and Lot 22. c) Within the Additional Lands Owned by Applicant abutting the north side of Street Three between Lot 21 and Block 46 d) Within the Additional Lands Owned by Applicant abutting the south side of Street Three between Lot 35 and Block 45 e) Within the Additional Lands Owned by Applicant around the perimeter of the turnaround at the end of Street Three 	OTTAWA Planning Legal
18.	HR6	The Owner shall provide site triangles at the following locations on the final plan: <ul style="list-style-type: none"> a) Street One (Local Road) to Bankfield Road (Arterial Road): 3 metres x 9 metres b) Street One to Street Two at Lot 1: 3 metres x 3 metres c) Street Two to Street Three at Lot 35: 3 metres x 3 metres 	OTTAWA Planning Legal
19.	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.	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 Bylaw.	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.	OTTAWA Planning
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	OTTAWA Planning

		are made so that snowplow turning and garbage collection can be implemented.	
		<u>Geotechnical</u>	
23.	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; 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
24.	GT3	<ul style="list-style-type: none"> a) The Owner agrees to any restrictions to landscaping, in particular the type and size of trees and the proximity of these to structures/buildings due to the presence of sensitive marine clay soils, as per the City's Tree Planting in Sensitive Marine Clay Soils – 2017 Guidelines. b) The Owner agrees to provide the following tests, data, and information prior to zoning approval, in order to determine the sensitivity of the clay soils and how it will impact street tree planting and potentially front yard setbacks: <ul style="list-style-type: none"> i. Shear Vane analysis including remolded values per ASTM D2573. 	OTTAWA Planning

		<p>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).</p> <p>iii. Shrinkage Limit testing per ASTM D4943 with Shrinkage Limit (SL).</p> <p>c) 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.</p> <p>d) 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> <p>e) In locations where all six conditions in the Tree Planting in Sensitive Marine Clay Soils – 2017 Guidelines cannot be met (e.g. if soils are generally >40% plasticity) the 2005 Clay Soils Policy will apply, meaning only small, low-water demand trees can be planted at a minimum separation distance of 7.5m from a building foundation. In these cases, the Zoning By-law will be used to ensure sufficient front yard setbacks to accommodate street trees in the right-of-way. For example, if street trees are planted in the right-of-way at a distance of 2m from the front lot line, then the minimum front yard setback would be 5.5m (7.5m – 2m).</p>	
25.	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>	
26.	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.	
27.	S3	<p>The Owner agrees to design and construct 2-metre-wide asphalt pathways at the following locations:</p> <ul style="list-style-type: none"> • North side of Bankfield Road between Rideau Valley Drive and Street One 	OTTAWA Planning

28.	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 No. 2003-462, as amended, at the following locations:</p> <ul style="list-style-type: none"> • Block 50 adjacent to Lots 36 through 43, Block 44 and 4344 Rideau Valley Drive • Block 48 adjacent to Block 44 <p>All chain link fencing that separates public lands and residential lots and blocks shall have a maximum opening (the diamond shape area) of no greater than 37 millimetres to comply with the applicable sections of the Pool Enclosure By-Law No. 2013-39, as amended.</p> <p>b) The Owner agrees that any vinyl-coated chain link fence required to be installed, with the exception of park fencing, shall be located a minimum of 0.15 metres inside the property line of the private property.</p>	OTTAWA Planning
29.	S7	<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 No. 2003-462, as amended, at the following location:</p> <ul style="list-style-type: none"> • Perimeter of Block 46 save and except along frontage of Street 3 • Block 50 between Block 46 and 51 • Within “Additional Lands Owned by Applicant”, as shown on draft plan of subdivision, adjacent to Lot 21 <p>All chain link fencing that separates public lands and residential lots and blocks shall have a maximum opening (the diamond shape area) of no greater than 37 millimetres in order to comply with the applicable part of the Pool Enclosure By-Law No. 2013-39, as amended.</p> <p>b) The Owner agrees that any vinyl-coated chain link fence required to be installed, with the exception of park fencing, shall be located a minimum of 0.15 metres inside the property line of the park. Refer to Parks condition P13 for details.</p>	OTTAWA Planning Parks

30.	S9	<p>a) The Owner agrees to design and erect, at no cost to the City, and subject to a detailed noise study, noise attenuation barriers in accordance with City specifications at the following location:</p> <ul style="list-style-type: none"> • Eastern boundary of Block 44 adjacent to Block 48 and 50 <p>b) The Owner agrees that any noise attenuation barrier required to be installed under this Agreement shall be located a minimum of 0.30 metres inside the property line of the private property, and the location of the fence shall be verified by an Ontario Land Surveyor prior to the release of securities for the noise attenuation barrier.</p>	OTTAWA Planning
31.	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 Uniform Urban Developments Ltd. along the boundary of this land, to the satisfaction of the General Manager, Planning, Development and Building Services. The Purchaser agrees to include this clause in any future purchase and sale agreements”.</p>	OTTAWA Planning
		<u>Landscaping/Streetscaping</u>	
32.	LS1	<p>The Owner agrees, prior to registration or early servicing, whichever is earlier, to have a Landscape Plan(s) for the prepared by a Landscape Architect, in accordance with the recommendations contained in the geotechnical report(s), the Tree Conservation Report, and/or the Environmental Impact Statement (if appropriate).</p> <p>The Landscape Plan(s) shall include detailed planting locations, plant lists which include species, plant form and sizes, details of planting methods, pathway widths and materials, access points, fencing requirements and fencing materials, other landscape features and gateway features where required.</p> <p>The Owner agrees to implement the approved Landscape Plan(s) and bear all costs and responsibility for the preparation and implementation of the plan(s).</p> <p>The Owner agrees that where sensitive marine clay soils are present, and the geotechnical report has satisfied the applicable conditions of the Tree Planting in Sensitive Marine Clay Soils – 2017 Guidelines, confirmation of adequate soil volumes in accordance with the subject guidelines shall be provided by a Landscape Architect prior to zoning approval.</p>	OTTAWA Planning Forestry

		All of the aforementioned are to the satisfaction of the General Manager, Planning, Development and Building Services.	
33.	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 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.</p>	OTTAWA Planning Forestry
34.	LS3	<p>In areas of sensitive marine clay soils where the six conditions of the Tree Planting in Sensitive Marine Clay Soils – 2017 Guidelines have been met, the following shall be provided:</p> <ul style="list-style-type: none"> a) The Landscape Plan shall include a note indicating that it has been developed as per the geotechnical report(s) (date, author), the letter (date, author), and map (date, title), to the satisfaction of the General Manager, Planning, Development and Building Services. 	OTTAWA Planning

		b) At the time of tree planting, in addition to providing an F1 inspection form, the Landscape Architect will provide a signed letter indicating that trees have been planted with appropriate soil volume in accordance with the approved Landscape Plan, to the satisfaction of the General Manager, Planning, Development and Building Services.	
		<u>Tree Conservation</u>	
35.	TC2	The Owner acknowledges and agrees that if any existing tree, which has been identified for retention in the City-approved tree conservation report, is damaged or destroyed in any way whatsoever during the development, the Owner will be required to provide compensation in the form of a replacement tree, of a size and species to be determined by the General Manager, Planning, Development and Building Services.	OTTAWA Planning
36.	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>	
37.	SpP1	<p>The Owner acknowledges and agrees that the parkland conveyance requirement to the City is 916.85 square metres.</p> <p>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 No. 2022-280, as amended:</p> <p>For conveyance of parkland (residential > 18 units/net ha):</p> <p>a) one hectare per 600 net residential units but shall not exceed a maximum of 15% of the gross land area where greater than five hectares.</p>	OTTAWA Parks
38.	SpP2	<p>The Owner covenants and agrees that Block 46, being 2,472 square metres in area, will be conveyed to the City, at no cost, as dedicated parkland. The size and configuration of the park block on the final Plan shall be to the satisfaction of the General Manager, Recreation, Culture and Facility Services.</p> <p>The Owner covenants and agrees that they are providing an over-dedication of 1,483.2 square metres, reflecting a conveyance requirement that is based on estimated future development of the balance of the subject lands, and that the City will not provide any form of reimbursement for this over-dedication should future development on the balance of the subject lands not occur, or should the required conveyance amount be</p>	<u>OTTAWA</u> Parks

		<p>reduced based on changes to the Parkland Dedication By-law and/or changes to the estimated future development on the balance of the subject lands.</p> <p>At the discretion of the General Manager, Recreation, Culture and Facilities Services, the amount of parkland over-dedication noted above may be applicable, on a one-time basis, to a future subdivision application on the balance of the lands on the property known as 4386 Rideau Valley Drive. All future applications will be subject to the requirements of the Parkland Dedication By-law or equivalent at that time, and the Owner acknowledges and agrees that additional parkland dedication may be required.</p> <p>The Owner acknowledges that this dedication of parkland does not preclude the requirement to provide parkland dedication as land for future applications at this site.</p> <p>In the event that the number of proposed units change, the required parkland dedication will also change.</p>	
39.	SpP3	<p>The Owner acknowledges and agrees to design and construct the park, identified as Block 46 on the Draft Plan of Subdivision, in accordance with City specifications and standards. The Owner further agrees to provide a Facility Fit Plan in accordance with the associated Terms of Reference and design plans and documents for the park as detailed in the Park Development Manual 2nd Edition 2017 (and as amended). The plans and documents will detail the designs, costs and amenities to be provided in the park. The expected cost of the design, construction, review and inspection of the park 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.</p>	OTTAWA Parks
40.	SpP4	<p>All Owner obligations associated with the Park Block(s) must be completed to the satisfaction of the General Manager, Recreation, Cultural and Facility Services within two years of registration.</p> <p>If the Park Block is not tendered and under construction within two years of registration, the Owner agrees that the Park Development Budget shall be based on the park development rate per hectare in effect at the time of the commencement of the park construction and that the Owner is required to pay the applicable park development rate for the current year that the park</p>	OTTAWA Parks

		is to be built and those funds will be added to the park budget for construction.	
41.	P5	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.	OTTAWA Parks
42.	P6	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 must be approved by the General Manager, Recreation, Culture and Facility Services, and will not form part of the <i>Planning Act</i> parkland dedication requirements.	OTTAWA Parks
43.	P7	<p>The Owner agrees that the Park Block must be fully developable for its intended use based on a geotechnical report. If any constraints to development of the Park Block are found, the measures necessary to mitigate the constraints and to provide a subgrade suitable for the intended park(s) uses as identified in the Facility Fit Plan, or if a Facility Fit Plan has not yet been prepared for intended park uses as identified by Parks planning staff, will be undertaken by the Owner. The Owner is solely responsible for the costs of any necessary mitigation measures in addition to the Park Development Budget.</p> <p>All of the aforementioned are to the satisfaction of the General Manager, Recreation, Cultural and Facility Services.</p>	OTTAWA Parks
44.	P9	<p>The City acknowledges and agrees that the Owner may use the Park Block 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, if the Owner chooses to use the Park Block for stockpiling or staging, once this use of the parkland is completed, all materials will be removed from the parkland and a geotechnical report by a qualified and licensed engineer or geoscientist will be submitted. The geotechnical report shall confirm that the subgrade is suitable for its intended use and that no contaminants have been deposited on the parkland. The geotechnical report must indicate the level of soil compaction on the site and conform to City standards, to the</p>	OTTAWA Parks

		<p>satisfaction of the General Manager, Recreation, Cultural and Facility Services.</p> <p>The Owner agrees that any remediation required to the parkland as result of the Owner's use of the parkland will be at the Owner's expense and will be in addition to the estimated Park Development Budget calculated at the per hectare rate as indexed and such remediation work shall be completed to the satisfaction of the General Manager, Recreation, Cultural and Facility Services.</p>	
45.	P10	The Owner further agrees to prepare and submit for approval upon registration 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.	OTTAWA Parks
46.	P11	<p>a) Any fill imported to the future park block must be conducted in accordance with the future excess soils regulation, 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. 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.</p> <p>c) All of the above to be at the expense of the Owner. All works and fill materials are to be approved by the General Manager, Planning, Development and Building Services prior to being placed on site.</p>	OTTAWA Planning Parks
47.	P12	<p>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 Development 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.</p> <p>All works and design drawings are subject to the approval of the General Manager, Recreation, Cultural and Facility Services and the General Manager, Planning, Development and Building Services.</p>	OTTAWA Planning Parks

		<p>Unless otherwise specified the Owner shall provide the following services and utilities to all Park Blocks:</p> <ul style="list-style-type: none"> a) A 300mm diameter storm sewer and CB/MH at 2m inside the park property line. b) A 50mm diameter water line complete with standpost at 2m inside the park property line. A city standard park water vault chamber, standard detail W31.1 latest version, must also be installed as part of parks water works. The park water vault will be funded from the park budget. Co-ordination of all park water works including water vault and meter installation is an Owner responsibility. c) 150mm diameter sanitary sewer and MH at 2m inside the park property line. d) A 120/240 volt, 200 amperes single phase hydro service at 2m inside the park property line. The Owner is responsible for making all arrangements and coordinating the connection of the new hydro (electrical) service, including costs and inspections, with the respective hydro (electricity) agencies. The Owner is also responsible to ensure the park electricity service(s) is included on the approved CUP drawings. 	
48.	P13	<p>The Owner shall install fencing of uniform appearance and quality, with a minimum height of five feet (5') (1.5m) along the common boundary of all residential lots and other lots which abut Park Blocks. Fences shall be installed 0.15 metres 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, as amended. 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
49.	P14	<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
50.	P16	<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>	OTTAWA Parks

		<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. 	
51.	P17	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
52.	P18	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
53.	P19	The Owner acknowledges and agrees that where multiple parks are to be developed within a Community Design Plan (CDP) area or Draft Plan of Subdivision with multiple 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 OPA 159. No approvals will be given for a Plan of Subdivision until a cost sharing agreement regarding the development of parkland within the development area has been entered into and submitted to the City. All of the above shall be to the satisfaction of the General Manager, Recreation, Cultural and Facility Services and the General Manager, Planning, Development and Building Services.	OTTAWA Planning Parks
54.	P20	Prior to the City's acceptance of Park Block 46 or Open Space Blocks 48, 49 and 50 with substantial wooded area, the Owner agrees to remove any dead, dying or fallen trees and debris from within the Park Block that pose a safety risk. Prior to any removals, the Owner must arrange an inspection of the lands with the City Forester and Parks Planner in advance of these works occurring. Any removals/clean up shall follow best forestry practises.	OTTAWA Planning Parks
55.	P21	<p>The Owner acknowledges and agrees to erect on the Park Block, at a location selected by the General Manager, Recreation, Cultural and Facility Services, a professionally-painted sign indicating clearly, in English and French:</p> <p style="text-align: center;">Future Parkland</p>	OTTAWA Parks

		<p>No Dumping No Removal Soil or Vegetation No Storage of Materials</p> <p>Parc futur Il est interdit de jeter des déchets Il est interdit d'enlever le sol ou la végétation Entreposage de matériaux interdit</p> <p>Sign material, size and installation and construction details shall be to the satisfaction of the General Manager, Recreation, Cultural and Facility Services.</p>	
56.	P22	<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) a certificate of insurance that names the City of Ottawa as Additional Insured, and b) 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 of the above shall be to the satisfaction of the General Manager, Recreation, Culture and Facility Services.</p>	OTTAWA Parks
57.	P23	<p>The Owner acknowledges and agrees that no work within the right-of way in front of, or around, any boundary of the park will be a park cost. All right-of-way work including tree planting, topsoil and sod, and all hard surface work will be at the Owner's expense.</p> <p>Where a park plaza or landscape feature extends into the right-of-way as a continual element of the park development, this work may be considered park work at the discretion of the General Manager, Recreation, Cultural and Facility Services.</p>	OTTAWA Parks
58.	P24	<p>The Owner and the General Manager, Recreation, Culture and Facility Services may, if it is mutually beneficial to both parties, enter into an agreement whereby the Owner will provide funding (+HST) to the City for the design and the construction of the park block(s). The City will proceed to design and construction of the park as per the typical city-build park process as described in the Parks Development Manual. The timing of the park construction will be at the discretion of the City. The expected cost of the park(s) works to be paid to the City will be based on the rate per hectare and indexing rate utilized for the park development by the City at the time of registration of the phase of development, which includes the park block(s) plus a 5% administrative fee for City forces to execute the</p>	OTTAWA Parks

		project. The funding for park works will be paid to the City at the time of registration for the phase of development, which includes the park block. All standard subdivision conditions associated with the park, including but not limited to fencing, fill and rough grading, tree removal and services stubbed to within 2.0 metres inside the park block(s), will remain a cost to be covered by the Owner separate from the park funding.	
59.	SpP 25	The Owner acknowledges and agrees that the total consulting costs, including all prime consulting, sub-consulting and testing fees, for the design and construction of the park shall be based on the percentage fee calculation of the park construction budget as recommended by the <i>Ontario Association of Landscape Architects Fee Guide for Landscape Architectural Services</i> , current version (at time of subdivision registration), by type of project (Category = 2; Complexity = Skilled) and shall be to the satisfaction of the General Manager, Recreation, Cultural & Facility Services.	OTTAWA Parks
		<u>Environmental Constraints</u>	
60.	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.	OTTAWA Planning CA
61.	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.	OTTAWA Planning
62.	EC3	<p>The Owner acknowledges and agrees that the construction of the subdivision shall be in accordance with the recommendations of the approved Environmental Impact Statement (2022) and Environmental Impact Statement Avoidance and Mitigation update, prepared by CIMA+, dated December 19, 2024:</p> <ul style="list-style-type: none"> a) Species at Risk (SAR) – updated surveys and approvals potentially required for butternut, black ash and Blanding’s turtles b) Ensure that appropriate wildlife exclusion fencing is installed. c) Follow timing windows for SAR birds as per Project Biologist. d) Where banks/riparian area (area within 30 metres of channel) have been stabilized by seeding and/or planting, monitor the revegetation to ensure that the vegetation becomes fully established (at least 	OTTAWA Planning CA

		80% cover required).	
63.	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 SAR.	OTTAWA Planning
64.	EC5	The Owner acknowledges that the Rideau River, Mud Creek and Wilson Cowan is subject to the Rideau Valley Conservation Authority oversight under Ontario Regulation 41/24: Prohibited Activities, Exemptions and Permits, made under Section 28 of the <i>Conservation Authorities Act</i> , R.S.O. 1990, 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
65.	EC6	The Owner agrees to establish a 30-metre setback from the top of bank or geotechnical limit of hazard, whichever is greater, of Mud Creek, and a 15-metre setback from the top of slope of the Wilson-Cowan Municipal Drain. This will form a “No Touch/No Development” setback from the watercourse, described as Blocks 50 and 51, respectively, on the Draft Plan of Subdivision, to the satisfaction of the Rideau Valley Conservation Authority and the General Manager, Planning, Development and Building Services. 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 Lots 6-21, 36-43 and Block 44.	OTTAWA Planning CA
66.	EC7	The Owner shall erect protective fencing and sediment and erosion control measures along the setback perimeter of the Rideau River, Mud Creek and Wilson-Cowan Drain 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 and City of Ottawa. 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
67.	EC8	The Owner acknowledges that any proposed works on or adjacent to the Rideau River, Mud Creek and Wilson-Cowan Drain corridors shall comply with the requirements of the Federal Fisheries Act, will avoid causing the death of fish and the harmful alteration, disruption or destruction of fish habitat, and that the Department of Fisheries and Oceans (DFO) has provided authorization if required.	OTTAWA Planning CA

68.	EC9	The Owner shall complete the DFO Self-Assessment process and provide the City 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 be avoided, the Owner must implement the appropriate measures to avoid, mitigate, or offset harm to fish and fish habitat, including aquatic species at risk.	OTTAWA Planning CA
69.	EC10	The Owner agrees that no in-stream works will occur unless approved by the Rideau Valley Conservation Authority.	OTTAWA Planning CA
70.	EC11	The Owner agrees to convey, at no cost to the City, Blocks 49, 50 and 51 as shown on the Draft Plan of Subdivision and comprising of the open space area between Rideau Valley Drive North and the Rideau River, Mud Creek and Wilson-Cowan Drain feature, and their associated setbacks. Final configuration of the Blocks shall be to the satisfaction of the General Manager, Planning, Development and Building Services. These lands shall not be credited towards determining parkland dedication requirements.	OTTAWA Planning CA
71.	EC12	Where required, the Owner shall prepare, to the satisfaction of the General Manager, Planning, Development and Building Services, 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
72.	SpEC 13	The Owner acknowledges that the approved Environmental Impact Statement and Tree Conservation Report identified threatened species Blanding's turtle (<i>Emydoidea blandingii</i>) habitat as being present on the property. The Owner agrees that, prior to the earlier of registration, early servicing or commence work, an approved Information Gathering Form shall be obtained from Ministry of Environment, Conservation and Parks (MECP), and that all necessary subsequent approval(s), written confirmation(s) of registration and/or permit(s) required for the proposed development under the regulations of the <i>Endangered Species Act</i> are obtained. A copy of the written correspondence, approved IFG and/or any approval(s) shall be provided to the General Manager, Planning, Development and Building Services.	OTTAWA Planning CA

73.	SpEC 14	The Owner acknowledges and agrees to implement the approved Renaturalization Plan for Blocks 49, 50 and 51.	OTTAWA Planning CA
		<u>Archaeology</u>	
74.	ARC1	<p>Where the Owner is required to undertake an archaeological assessment:</p> <ul style="list-style-type: none"> a) 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); b) The Owner agrees to implement the recommendations of the approved assessment, including mitigation, through preservation or removal and documentation of archaeological resources; and c) 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 Citizenship and Multiculturalism and the General Manager, Planning, Development and Building Services.</p>	OTTAWA Planning MTCS
		<u>Stormwater Management</u>	
75.	SW1	<p>The Owner shall provide all stormwater reports (Stormwater Management Report, etc.) that may be required by the City for approval prior to the commencement of any works in any phase of the 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.</p>	OTTAWA Planning CA
76.	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; 	OTTAWA Planning CA

		<p>iii. have said plans approved by the General Manager, Planning, Development and Building Services, and</p> <p>iv. provide certification through a Professional Engineer licensed in the province of Ontario that the plans have been implemented.</p> <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>	
77.	SW3	On completion of all stormwater works, the Owner agrees to provide certification to the General Manager, Planning, Development and Building Services through a Professional Engineer, licensed in the province of Ontario, that all measures have been implemented in conformity with the approved Stormwater Site Management Plan.	OTTAWA Planning
78.	SW5	The Owner agrees to design and construct, as part of the stormwater management infrastructure, at no cost to the City, a monitoring facility or facilities (if required) and vehicular access to the satisfaction of the City.	OTTAWA Planning
79.	SW6	The Owner agrees that the development of the Subdivision shall be undertaken in such a manner as to prevent any adverse effects, and to protect, enhance or restore any of the existing or natural environment, through the preparation of any storm water management reports, as required by the City.	OTTAWA Planning
80.	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 of the City of Ottawa prior to undertaking any grading alterations.”</p>	OTTAWA Legal
81.	SW9	<p>[To be used for lots that contain drainage swales, landscaping trees or any stormwater management conveyance infrastructure.]</p> <p>The Transferee, for themselves, their heirs, executors, administrators, successors and assigns covenants and agrees to insert a clause in</p>	OTTAWA Planning

		<p>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.</p> <p>a) Lots # to #, inclusive b) Blocks # to #, inclusive</p>	
		<u>Sanitary Services</u>	
82.	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.	OTTAWA Planning
83.	SS2	Where the Owner is required under this Agreement to provide and install sanitary sewers of a diameter larger and/or at a greater depth than would be required to service the area to be developed, as detailed in the approved plans of this agreement, the City will, insofar as it legally may, require other persons connecting to the sewer to pay an equitable share of the cost thereof to the Owner. The amount of payment shall be determined by the General Manager, Planning, Development and Building Services.	OTTAWA Planning
84.	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> <p>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.</p>	OTTAWA Planning
		<u>Water Services</u>	
85.	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	OTTAWA Planning

		personnel, as well as the supply and installation of water meters by the City.	
86.	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
87.	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.	OTTAWA Planning
88.	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
89.	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
90.	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.	OTTAWA Planning
		<u>Serviced Lands</u>	
91.	SL1	<p>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, 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); 	OTTAWA Planning

		<ul style="list-style-type: none"> 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. 	
92.	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
93.	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.	OTTAWA Planning
		<u>Utilities</u>	
94.	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. If 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
95.	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.	OTTAWA Planning
		<u>Hydro Ottawa</u>	
96.	H1	The Owner shall pre-consult with Hydro Ottawa for any proposed reduction to the City of Ottawa 3-metre minimum standard setback prior to designing the electrical servicing, as it may affect the electrical servicing design,	Hydro Ottawa

		timeline for installation and cost; this includes any proposed overhang encroachment into the 3-metre setback.	
97.	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
98.	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
99.	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
100.	H5	The Owner shall be responsible for servicing the buildings within the property. Only one service entrance per property shall be permitted.	Hydro Ottawa
101.	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
102.	H7	Hydro Ottawa prohibits any change of grade that results in reduced life expectancy of the asset. Any change in grade of more than 0.3 metres in the vicinity of proposed or existing electric utility equipment shall be reviewed with Hydro Ottawa.	Hydro Ottawa
103.	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

104.	H10	<p>a) The Owner acknowledges and agrees that, prior to commencing Works identified within the subdivision, it shall confirm the proposed development is sufficiently serviced by all necessary utilities.</p> <p>b) 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.</p> <p>c) 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>d) 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>Canada Post</u>	
105.		<p>a) The developer will consult with Canada Post to determine suitable permanent locations for the Community Mail Boxes. The developer will then indicate these locations on the appropriate servicing plans.</p> <p>b) The developer agrees, prior to offering any units for sale, to display a map on the wall of the sales office in a place readily accessible to potential homeowners that indicates the location of all Community Mail Boxes within the development, as approved by Canada Post.</p> <p>c) The developer agrees to include in all offers of purchase and sale a statement which advises the purchaser that mail will be delivered via</p>	

		<p>Community Mail Box. The developer also agrees to note the locations of all Community Mail Boxes within the development, and to notify affected homeowners of any established easements granted to Canada Post to permit access to the Community Mail Box.</p> <p>d) The developer will provide a suitable and safe temporary site for a Community Mail Box until curbs, sidewalks and final grading are completed at the permanent Community Mail Box locations. Canada Post will provide mail delivery to new residents as soon as the homes are occupied.</p> <p>e) The developer agrees to provide the following for each Community Mail Box site and to include these requirements on the appropriate servicing plans:</p> <ul style="list-style-type: none"> • Any required walkway across the boulevard, per municipal standards • Any required curb depressions for wheelchair access, with an opening of at least two meters (consult Canada Post for detailed specifications) 	
		<u>Enbridge</u>	
106.		<p>a) The applicant shall contact Enbridge Gas Inc.'s Customer Connections department by emailing SalesArea60@Enbridge.com to determine gas availability, service and meter installation details and to ensure all gas piping is installed prior to the commencement of site landscaping (including, but not limited to: tree planting, silva cells, and/or soil trenches) and/or asphalt paving.</p> <p>b) If the gas main needs to be relocated as a result of changes in the alignment or grade of the future road allowances or for temporary gas pipe installations pertaining to phased construction, all costs are the responsibility of the applicant.</p> <p>c) In the event that easement(s) are required to service this development, and any future adjacent developments, the applicant will provide the easement(s) to Enbridge Gas Inc. at no cost.</p> <p>d) The inhibiting order will not be lifted until the application has met all of Enbridge Gas Inc.'s requirements.</p> <p>e) Blasting and pile driving activities in the vicinity of Enbridge Gas Distribution and Storage (GDS) facilities require prior approval by GDS. The Blasting and Pile Driving Form, referenced in Enbridge's Third Party Requirements in the Vicinity of Natural Gas Facilities Standard, must be provided to mark-ups@enbridge.com by the Owner of the</p>	

		proposed work for all blasting and pile driving operations. In addition, a licensed blasting consultant's stamped validation report must be submitted to GDS for review if blasting is to occur within thirty (30) metres of GDS facilities. The request must be submitted a minimum of four (4) weeks prior to the beginning of work to allow sufficient time for review.	
		<u>Bell Canada</u>	
107.		<p>a) The Owner acknowledges and agrees to convey any easement(s) as deemed necessary by Bell Canada to service this new development. The Owner further agrees and acknowledges to convey such easements at no cost to Bell Canada.</p> <p>b) The Owner agrees that should any conflict arise with existing Bell Canada facilities where a current and valid easement exists within the subject area, the Owner shall be responsible for the relocation of any such facilities or easements at their own cost.</p>	
		<u>Fire Services</u>	
108.	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, Planning, Development and Building Services.	OTTAWA Planning
109.	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, Planning, Development and Building Services.	OTTAWA Planning
110.	FUS3	The Owner shall insert a clause in each agreement of purchase and sale and shall be registered as a notice on title in respect of all lots and blocks	OTTAWA Planning

		<p>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>	
111.	FUS4	<p>The Owner acknowledges and agrees that it shall, in the case of insufficient fire flow availability or excessive water usage 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, Planning, Development and Building Services.</p>	OTTAWA Planning
112.	FUS5	<p>The Owner acknowledges and agrees that where single family home firebreak lots are required, no construction will proceed past the deck stage until the adjacent units are completed with exterior cladding, windows installed and roof shingled. The Owner acknowledges and agrees that the following are examples of the limits which are to be applied:</p> <ul style="list-style-type: none"> a) on lots with 40 feet (12.19 metres) of frontage or more, a maximum of six (6) homes are to be constructed without a “firebreak” of one (1) lot; b) on lots with less than 40 feet (12.19 metres) of frontage, a maximum of six (6) homes are to be constructed without a “firebreak” of two (2) lots. 	OTTAWA Planning
		<u>Noise Attenuation</u>	
113.	N1	<p>The Owner shall undertake a detailed Noise Study 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. The Study shall comply with:</p> <ul style="list-style-type: none"> a) the City of Ottawa’s Environmental Noise Control Guidelines, as amended; and b) 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. 	OTTAWA Planning

		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.	
114.	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, through a Professional Engineer, that the noise control measures have been implemented in accordance with the approved study.	OTTAWA Planning
115.	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 Warning/Restrictions and Table 1.13 of the City's Environmental Noise Control Guidelines.</i></p>	OTTAWA Planning Legal
		<p>Warning Clause Type A:</p> <p>"Transferees are advised that sound levels due to increasing (road) (Transitway) (rail) (air) traffic may occasionally interfere with some activities of the dwelling occupants as the sound levels exceed the City's and the Ministry of the Environment's noise criteria."</p>	
		<p>Warning Clause Type B:</p> <p>"Transferees are advised that despite the inclusion of noise control features in the development and within the building units, sound levels due to increasing (road) (Transitway) (rail) (air) traffic may on occasions interfere with some activities of the dwelling occupants as the sound levels exceed the City's and the Ministry of the Environment's noise criteria."</p>	
		<p>Warning Clause Type C:</p> <p>"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</p>	

		and exterior doors to remain closed, thereby ensuring that the indoor sound levels are within the City's and the Ministry of the Environment's noise criteria. (Note: The location and installation of the outdoor air conditioning device should comply with the noise criteria of MOE Publication NPC-216, Residential Air Conditioning Devices, dated 1993, and the Environmental Noise Guidelines for Installation of Residential Air Conditioning Devices, dated September 1994, and thus minimize the noise impacts both on and in the immediate vicinity of the subject property.)"	
		Warning Clause Type D "This dwelling unit has been supplied with a central air conditioning system which will allow windows and exterior doors to remain closed, thereby ensuring that the indoor sound levels are within the City's and the Ministry of the Environment's noise criteria."	
		<u>Land Transfers</u>	
116.	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, park blocks and for stormwater management. In particular, the Owner agrees to convey the following lands: a) Pathway, Walkway or Servicing Blocks – Blocks 47, 48 b) Open Space Blocks – Blocks 49, 50, 51 c) Park Blocks – Block 46 d) Road Widening Blocks – Blocks 52, 53, 54 e) 0.3 m Reserve Blocks – 55, 56, 57, 58, 59	OTTAWA Planning Legal
117.	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>	
118.	B1	The Owner agrees 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's expense for all buildings, utilities, structures, water wells, and facilities likely to be affected by the blast and those within 75 metres 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 with a formal request for permission to carry out an inspection. a) The Owner agrees to provide a Notification Letter in compliance with City specification F-1201. The specification indicates that, a minimum	OTTAWA Planning

		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 150 metres of the blasting location. The Owner agrees to submit a copy of the Notification Letter to the City.	
		<u>Development Charges By-law</u>	
119.	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
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, with 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>	OTTAWA Planning Legal

		“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.	
		<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 Owners and on their 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 135 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 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 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

129.	C6	If the Plan of Subdivision, including all phases within the draft approved Plan of Subdivision, has not been registered by June 17, 2028 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
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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.