

MENU OF CONDITIONS
FOR DRAFT APPROVAL
3232 JOCKVALE ROAD / MINTO COMMUNITIES INC.

DRAFT APPROVED DAY/MONTH/YEAR

INDEX

General	2
Zoning	4
Roadway Modifications.....	4
Highways/Roads.....	6
Public Transit	9
Geotechnical	10
Pathways, Sidewalks, Walkways, Fencing, and Noise Barriers	12
Landscaping/Streetscaping	13
Tree Conservation.....	14
Parks	15
Environmental Constraints	20
Schools	21
Archaeology.....	21
Sump Pumps	22
Stormwater Management.....	23
Sanitary Services	25
Water Services	25
Serviced Lands	26
Utilities.....	27
Fire Services	30
Noise Attenuation	31
Land Transfers	33
Development Charges By-law.....	33
Survey Requirements	34
Closing Conditions	35

The City of Ottawa's conditions applying to the draft approval of 3232 Jockvale Road (File No. D07-16-19-0019), are as follows:

This approval applies to the draft plan certified by Annis, O'Sullivan, Vollebekk Limited, Ontario Land Surveyor, dated **April 23, 2020**, showing 6 streets, 20 residential blocks, 8 residential lots, 1 park block, 2 pathway blocks, 1 open space block, and 1 block for a 30 cm reserve.

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

- 1) Serviceability and Conceptual Stormwater Management Report, prepared by Novatech, dated July 2019, revised February 20, 2020.
- 2) Environmental Impact Statement & Tree Conservation Report, prepared by WSP, dated July, 2019.
- 3) Geotechnical Investigation, prepared by Paterson group, dated January 2, 2020.
- 4) Phase 1 Environmental Site Assessment, dated February 13, 2020.
- 5) Transportation Impact Assessment, prepared by CGH, dated February 2020.
- 6) Roadway Network and Resident Concerns Technical Memorandum, prepared by CGH, dated September 23, 2019.
- 7) Noise Impact Feasibility Report, prepared by Novatech, dated July 17, 2019 and revised February 20, 2020.

Subject to the conditions below, these plans and reports may require updating and/or additional details prior to final approval.

The Owner agrees, by entering into a Subdivision Agreement, to satisfy all terms, conditions and obligations, financial and otherwise, of the City of Ottawa, at the Owner's sole expense, all to the satisfaction of the City.

Clearing Agency

General

- | | | | |
|----|-----------|--|----------------------------|
| 1. | G1 | Prior to the issuance of a Commence Work Notification, the Owner shall obtain such permits as may be required from Municipal or Provincial authorities and shall file copies thereof with the General Manager, Planning, Infrastructure and Economic Development Department. | OTTAWA
Planning |
| 2. | G2 | 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. | OTTAWA
Planning |

The aforementioned security for site works shall be for works on both private and public property and shall include, but not be limited to, lot grading and drainage, landscaping and driveways, roads and road works, road drainage, underground infrastructure and services (storm, sanitary, watermains), streetlights, stormwater management works and park works.

The amount secured by the City shall be determined by the General Manager, Planning, Infrastructure and Economic Development Department, based on current City tender costs, which costs shall be reviewed and adjusted annually. Securities for on-site works may be at a reduced rate subject to the approval of the General Manager, Planning, Infrastructure and Economic Development Department.

Engineering, Inspection and Review fees will be collected based on the estimated cost of the works (+HST) and a park review and inspection fee will be based on 4% (+HST) of the total value of the park works as noted herein and in accordance with the City's Fees By-law for planning applications (By-law No. 2018-24 or as amended).

3. **G3** The Owner acknowledges and agrees that any residential blocks for street-oriented dwelling units on the final Plan shall be configured to ensure that there will be no more than 25 units per block. **OTTAWA Planning**

4. **G4** The Owner acknowledges and agrees that any person who, prior to the draft plan approval, entered into a purchase and sale agreement with respect to lots 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. **OTTAWA Legal**

The Owner agrees to provide to the General Manager, Planning, Infrastructure and Economic Development Department an acknowledgement from those purchasers who signed a purchase and sale agreement before this Subdivision was draft approved, that the Subdivision had not received draft approval by the City. The Owner agrees that the purchase and sale agreements signed prior to draft approval shall be amended to contain a clause to notify purchasers of this fact, and to include any special warning clauses, such as but not limited to Noise Warnings and easements.

5. **G5** All prospective purchasers, where applicable, shall be informed through a clause in the agreements of purchase and sale of the presence of lightweight fill on the lands, and that the presence of such lightweight fill may result in specific restrictions on landscaping, pools, additions, decks and fencing **OTTAWA Legal**

6. **G6** The Owner, or his agents, shall not commence or permit the commencement of any site related works until such time as a pre-construction meeting has been held with Planning, Infrastructure and Economic Development Department staff and until the City issues a Commence Work Notification. **OTTAWA Planning**

Zoning

7. **Z1** The Owner agrees that prior to registration of the Plan of Subdivision, the Owner shall ensure that the proposed Plan of Subdivision shall conform with a Zoning By-law approved under the requirements of the *Planning Act*, with all possibility of appeal to the Local Planning Appeal Tribunal exhausted. **OTTAWA Planning**

8. **Z1** 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**

Roadway Modifications

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** Prior to 1st Engineering review the Owner agrees to provide a Development Information Form and Geometric Plan indicating: **OTTAWA Planning Transpo Plg**
- a) Road Signage and Pavement Marking for the subdivision;
 - b) Intersection control measure at new internal intersections;
 - c) traffic calming measures and
 - d) location of depressed curbs and TWSIs;

Such form and plan shall be to the satisfaction of the General Manager, Planning, Infrastructure and Economic Development Department.

11. **RM3** The Owner acknowledges that phases of the subdivision that will trigger a requirement for road modifications on an arterial or major collector road (as identified in the Transportation Master Plan) will not be registered, unless the works are identified in the City's Development Charges Background Study and By-law, and Council has granted budget approval. **OTTAWA Planning Transpo Plg**

The Owner acknowledges that prior to the registration of each phase of the subdivision, the Owner will demonstrate to the City's satisfaction that no

road modifications to an arterial or major collector road will be required unless those works are identified in the City's Development Charges Background Study and By-law, and Council has granted budget approval.

12. **RM4** The Owner agrees that where road modification is identified in the City's Development Charges Background Study and By-law, and such modification is deemed necessary in order to facilitate the development of the subdivision as per the supporting transportation studies, the Owner shall either enter into a Roadway Modification Agreement with the City, or, at the City's discretion, have the necessary provisions incorporated into the subdivision agreement. The Owner acknowledges and agrees it is responsible for the cost of all roadway modification works as identified in the Roadway Modification Approval Report as approved pursuant to the Delegation of Authority By-law, or as included in this agreement. **OTTAWA Planning Transpo Plg**
13. **RM5** In the instance of intersections with arterial roads or major collectors external to the subdivision, the Owner will be eligible for reimbursement for the cost of such intersections. The reimbursement is subject to limitations and procedures set forth in the policy approved by Council on March 8, 2017 and subsequently by the revisions to the Development Charge Background Study and accompanying reports as adopted by Council on May 24, 2017. The Owner acknowledges that financial security and roadway modification agreement/subdivision agreement clauses for such intersections are required. **OTTAWA Planning**
14. **RM7** 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. **OTTAWA Planning**

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:

- intersection or mid block narrowings, chicanes, medians;
- speed humps, speed tables, raised intersections, raised pedestrian crossings;
- road surface alterations (for example, use of pavers or other alternate materials, provided these are consistent with the City's Official Plan polices related to Design Priority Areas);
- pavement markings/signage; and

- temporary/seasonal installations such as flexi posts or removable bollards.

Highways/Roads

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|-----|-------------|--|--------------------------------------|
| 15. | HR1 | The Owner acknowledges and agrees that all supporting transportation studies and design of all roads and intersections shall be to the satisfaction of the General Manager, Planning, Infrastructure and Economic Development Department. | OTTAWA
Planning |
| 16. | 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 |
| 17. | 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 |
| 18. | HR6 | The Owner shall provide site triangles at the following locations on the final plan: <ul style="list-style-type: none"> • Local Road to Local Road: 3 metre x 3 metres • Local Road to Collector Road: 5 metre x 5 metres • Collector Road to Collector Road: 5 metre x 5 metres • Collector Road to Arterial Road: 5 metre x 5 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, Infrastructure and Economic Development Department. | 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 Municipal Addressing By-law or the Private Roadways By-law as applicable. | 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 | OTTAWA
Planning |

be conveyed back to the original Owner, or its successor in title, for \$1.00. The Owner shall be responsible for all costs to complete said conveyance, including administrative fees, unless otherwise determined by the General Manager, Planning, Infrastructure and Economic Development Department.

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 snowplow turning and garbage collection can be implemented. **OTTAWA Planning**

23. If an interim roadway is required prior to the ultimate Chapman Mills Drive extension from the Kennedy-Burnett Stormwater Management Facility to Greenbank Road, then all costs will be the responsibility of the Owner. **OTTAWA Planning**

The Owner acknowledged and agrees to provide financial security in the amount of 100% of the cost of implementing the required Works, noted above.

24. The Owner(s) acknowledges and agrees to design, at its expense, the Ultimate Chapman Mills Drive Extension, which design work shall commence within two (2) years from registration and shall be completed within three (3) years from registration. The Parties acknowledge that, notwithstanding the Chapman Mills Drive Extension and Bus Rapid Transit Corridor Environmental Assessment Study Report, dated November 18, 2016, the Owner shall be wholly responsible for the costs relating to the design of the Ultimate Chapman Mills Drive Extension, save and except that relating to the Bus Rapid Transit Corridor which is dependent on Council's approval of a front-ending agreement for reimbursement of the Bus Rapid Transit Corridor inclusion. **OTTAWA Planning**

It is expressly agreed by the Owner that they shall be wholly responsible for all costs relating to the design and construction of the Ultimate Chapman Mills Drive Extension, as contemplated herein, with the portion relating to the Bus Rapid Transit Corridor dependent upon Council's approval for a front-ending agreement and reimbursement for costs relating to same.

Should there not be a Council approval with respect to the front ending agreement and reimbursement for the inclusion of the Bus Rapid Transit Corridor within two (2) years from the date of registration of this Agreement, the Parties agree to renegotiate the timeline established herein for the road Works in respect of the Ultimate Chapman Mills Drive Extension, and the Owner further agrees to cooperate with the City to accommodate the inclusion of the Bus Rapid Transit within the Ultimate design. It is expressly acknowledged that such accommodation does not

create a financial obligation on the part of the Owner with respect to the design and construction of the Bus Rapid Transit Corridor as part of the Ultimate Chapman Mills Drive Extension.

The Owner(s) acknowledges and agrees that seven hundred, fifty thousand dollars (\$750,000.00) will be held through a Letter of Credit until such time as the Owner(s) completes the design of the Ultimate Chapman Mills Drive Extension along the frontage of its property, to the satisfaction of the General Manager, Planning, Infrastructure and Economic Development. It is acknowledged that this Letter of Credit is for the Ultimate design, inclusive of the Bus Rapid Transit, and that this amount is above and beyond those securities held for the Interim Chapman Mills Drive Extension.

25. Should Council approve a front-ending agreement for the design and construction of the Bus Rapid Transit Corridor the Owner(s) will proceed with, and be eligible for reimbursement for the cost of:
- a. the design and construction of the Bus Rapid Transit corridor;
 - b. the construction of the road pavement in excess of eleven (11) metres and;
 - c. any oversizing in accordance with the Development Charges By-law.

**OTTAWA
Planning**

The reimbursement is subject to the development charge front-ending policy as approved from time to time by City Council. The Owner acknowledges that at the time of registration of this Agreement, the funding has not been approved by City Council. The Owner further acknowledges that there shall be no reimbursement relating to the Ultimate Chapman Mills Drive extension outside of those expenses expressly stated above based on the 2019 Development Charges By-Law. Should other additional expenses as a result of a change or amendment to the DC background study, the parties agree to revisit at that time.

26. Prior to commencing construction of the Ultimate Chapman Mills Drive extension, the Owner acknowledges and agrees that the \$750,000.00 held through the Letter of Credit under Condition 25 above shall be amended at the time to account for the construction of the road portion, and shall continue to be held by the City until all associated Works, for Chapman Mills Drive are completed to the satisfaction of the General Manager, Planning, Infrastructure and Economic Development. The Parties acknowledge and agree that such security may be used for any additional future agreement relating to road works as contemplated herein.

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Planning**

27. The City acknowledges and agrees that the financial obligations of the ultimate Chapman Mills Drive extension is a shared responsibility with the

owner of the adjacent property to the south (3285 Borrisokane Road / Caivan Communities) fronting onto the Ultimate Chapman Mills Drive Extension and the City will endeavour to impose the above conditions consistently regarding design and construction of Chapman Mills Drive on the adjacent owners.

28. Notwithstanding the above, the City acknowledges and agrees that the Owner's financial obligation is 50 percent of the design and construction of ultimate Chapman Mills Drive as it is a shared obligation with the adjacent property, at 3285 Borrisokane Road (Caivan Communities).

Public Transit

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| 29. | PT1 | The Owner shall design and construct, at its expense, future Chapman Mills Drive within the extent of the subject lands, which has been identified as a transit service route, to Transportation Association of Canada standards, including right-of-way width, horizontal and vertical geometry, and in keeping with the recommended plan as described in the Chapman Mills Drive Extension and Bus Rapid Transit Corridor Environmental Study Report. | OTTAWA
Planning
Transit |
| 30. | PT2 | The Owner shall ensure that the staging of the Subdivision, including the construction of dwellings, roadways, walkways, and paved passenger standing areas, or shelter pads, shall occur in a sequence that permits the operation of an efficient, high quality transit service at all stages of development. | OTTAWA
Transit |
| 31. | PT3 | The Owner shall orient dwellings and vehicular accesses in the vicinity of bus stops in such a manner as to avoid traffic conflicts and visual intrusion. Prior to the earlier of early servicing or registration, the Owner shall submit plans to Planning, Infrastructure and Economic Development Department for approval indicating the orientation of all dwellings and private accesses in the vicinity of all bus stop locations. | OTTAWA
Planning
Transit |
| 32. | PT4 | The Owner shall inform all prospective purchasers, through a clause in all agreements of Purchase and Sale and indicate on all plans used for marketing purposes, those streets identified for potential transit services, the location of the bus stops, paved passenger standing areas, or shelters pads and shelters, any of which may be located in front of or adjacent to the purchaser's lot at any time. | OTTAWA
Transit |
| 33. | PT5 | The Owner shall design and construct, at its expense, the determined locations for transit passenger standing areas and shelter pads, to the specifications of the General Manager, Planning, Infrastructure and Economic Development Department. | OTTAWA
Transit |

Geotechnical

34. **GT1** Where applicable, the Owner covenants and agrees that the following clause shall be incorporated into all agreements of purchase and sale, and registered separately against the title: **OTTAWA Planning**

“The Owner acknowledges that special soils conditions exist on this lot which will require:

- (a) a geotechnical engineer licensed in the Province of Ontario to approve any proposal or design for a swimming pool installation or other proposal requiring an additional building permit on this lot prior to applying for a pool enclosure permit or installing the pool; and
- (b) the Owner to submit a copy of the geotechnical engineer’s or geoscientists report to the General Manager, Planning, Infrastructure and Economic Development Department at the time of the application for the pool enclosure or additional building permit.

The Owner also acknowledges that said engineer or geoscientist will be required to certify that the construction has been completed in accordance with his/her recommendation and that a copy of the certification or report will be submitted to the General Manager, Planning, Infrastructure and Economic Development Department.

35. **GT2** The Owner shall submit a geotechnical report prepared in accordance with the City’s Geotechnical Investigation and Reporting Guidelines and/or Slope Stability Guidelines for Development Applications by a geotechnical engineer or geoscientist, licensed in the Province of Ontario, containing detailed information on applicable geotechnical matters and recommendations to the satisfaction of the General Manager, Planning, Infrastructure and Economic Development which include, but are not limited to: **OTTAWA Planning**

- 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:

36. **GT3** 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. **OTTAWA Planning**
- 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:
- 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.
- c) In locations where all six conditions in the Tree Planting in Sensitive Marine Clay Soils – 2017 Guidelines cannot be met (e.g. if soils are generally >40% plasticity) the 2005 Clay Soils Policy will apply, meaning only small, low-water demand trees can be planted at a minimum separation distance of 7.5m from a building foundation. In these cases, the Zoning By-law will be used to ensure sufficient front yard setbacks to accommodate street trees in the right-of-way. For example, if street trees are planted in the right-of-way at a distance of 2m from the front lot line, then the minimum front yard setback would be 5.5m (7.5m – 2m).
37. **GT4** In areas of sensitive marine clay soils, the Owner agrees that, prior to registration, to prepare an information package for homeowners regarding tree planting and watering, in accordance with the supporting geotechnical **OTTAWA Forestry**

report. This information must be approved by Forestry Services prior to circulation to homeowners.

Pathways, Sidewalks, Walkways, Fencing, and Noise Barriers

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|-----|-----------|---|----------------------------|
| 38. | S1 | The Owner acknowledges and agrees that all pathways, sidewalks, walkways, fencing, and noise barriers are to be designed and constructed in accordance with City specifications, at no cost to the City, and to the satisfaction of the General Manager, Planning, Infrastructure and Economic Development Department. | OTTAWA
Planning |
| 39. | S2 | The Owner agrees to design and construct, at no cost to the City, 1.8 metre black vinyl coated chain link fences in accordance with the Fence By-law and all other City Specifications, at the following locations: <ul style="list-style-type: none">• Along both sides of Block 31• Along both sides of Block 32• West side of Block 15• West side of Lot 1• North side of Blocks 10 and 12• East side of Block 28 (adjacent the Kennedy-Burnett Stormwater facility)• South side of Block 28 (adjacent Block 29) | OTTAWA
Planning |
| 40. | S3 | The Owner agrees to design and construct 1.8 metre wide sidewalks at the following locations: <ul style="list-style-type: none">• North side of Chakra Street, abutting Park Block 30• West side of Namaste Walk, south of Chakra Street• West side of Lilith Street, south of Block 31• West side of Cashmere Street, south of Block 32• South side of Street 1• East Side of Hamsa Street | OTTAWA
Planning |
| 41. | | The Owner agrees to design and construct, at no cost to the City, a 2.5 metre high noise attenuation fence in accordance with City Specifications at the following locations, as deemed necessary by the detailed noise study: <ul style="list-style-type: none">• South side of Blocks 9, 13, 14, 16, 17, 20 and 21 | OTTAWA
Planning |
| 42. | | The Owner acknowledges and agrees that any noise attenuation barrier require 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. | OTTAWA
Planning |

43. **S10** 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: **OTTAWA Planning**

“Purchasers are advised that they must maintain all fences in good repair, including those as constructed by *Minto Communities* along the boundary of this land, to the satisfaction of the General Manager, Planning, Infrastructure and Economic Development Department. The Purchaser agrees to include this clause in any future purchase and sale agreements”.

Landscaping/Streetscaping

44. **LS1** The Owner agrees, prior to registration to have a landscape plan(s) for the plan of subdivision prepared by a Landscape Architect, in accordance with the recommendations contained in the geotechnical report(s), the Tree Conservation Report, and/or the Environmental Impact Statement (if appropriate). **OTTAWA Planning Forestry**

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.

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).

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 during detailed design.

All of the aforementioned are to the satisfaction of the General Manager, Planning, Infrastructure and Economic Development Department.

45. **LS2** The Owner agrees that street trees are to be shown on the approved Streetscape Landscape Plan approved as part of the detailed subdivision design. **OTTAWA Planning Forestry**

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:

- 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.
- d) If trees need to be replaced, Forestry staff reserve the right to plant appropriate size trees at one tree per lot.

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).

Should specific site constraints prevent the required allocation of trees, the remaining number of required trees shall be provided within any proposed park(s), open space or environmental blocks, non-residential road right-of-way frontages, stormwater management facility(s), or other suitable alternative locations, to the satisfaction of the General Manager, Planning, Infrastructure and Economic Development Department.

46. **LS3** 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: **OTTAWA Planning**
- 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 Infrastructure and Economic Development.
 - b) At the time of tree planting, in addition to providing an F1 inspection form, the Landscape Architect will provide a signed letter indicating that trees have been planted with appropriate soil volume in accordance with the approved Landscape Plan, to the satisfaction of the General Manager, Planning Infrastructure and Economic Development.
47. The Owner acknowledges and agrees that driveways for ground oriented attached units shall be paired wherever possible to maximize on street parking and street tree planting opportunities. **OTTAWA Planning**

Tree Conservation

48. **TC1** The Owner acknowledges and agrees to abide by the Urban Tree Conservation By-law, 2009-200, and that any trees to be removed from the site shall be in accordance with an approved Tree Permit. **OTTAWA Planning**

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 Urban Tree Conservation By-law, 2009-200. All of which are to the satisfaction of the General Manager, Planning, Infrastructure and Economic Development Department.

49. **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**

Parks

50. **P1** In accordance with the *Planning Act* and the City of Ottawa Parkland Dedication By-law, the Owner shall convey Block 30 together with cash-in-lieu of parkland on the subject lands within Ward 3; such value of the land to be determined by the City's Realty Services Branch. The Applicant shall be responsible for any appraisal costs incurred by the City. All to the satisfaction of the General Manager, Recreation, Cultural and Facility Services Department. **OTTAWA Parks**

51. **P2** The Owner covenants and agrees that Block 30 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, Cultural and Facility Services Department. **OTTAWA Parks**

The Owner covenants and agrees that the parkland dedication requirement has been calculated at a rate of one hectare per 300 units, but for apartments, as defined by the zoning by-law this parkland conveyance will not exceed a maximum of 10% of the land area of the site being developed, or such other rate as agreed to in writing to the satisfaction of the General Manager, Recreation, Cultural and Facility Services Department.

Based on the estimated number of 196 units for this subdivision, there is a parkland dedication requirement of 0.653 hectares. The City acknowledges and agrees that there was an over-dedication in parkland in the previous phase of this Subdivision (reference D07-16-17-0018) of 0.044 hectares and agrees to apply the over-dedication of parkland as a credit to the parkland owed in this phase of the Subdivision. Therefore, the parkland dedication for this phase of the Subdivision is 0.609 hectares.

Please refer to the following table which shows the preliminary calculated land conveyance and cash-in-lieu of parkland (CILP) figures:

Harmony Subdivision (stage 4)				
Proposed Residential Units:				Parkland Owed
single family	8	ea		
executive townhouse	176	ea		
rear-lane townhouse	12	ea		
	<u>196</u>	total	1/300	0.653
			Over-Dedication from stage 2:	0.044
			Parkland Dedication Requirement (stage 3):	0.609
			Park Land Conveyance (ha):	0.582
			Cash-in-Lieu-of-Parkland (ha):	0.027

The Owner covenants and agrees that there is an under-dedication of 0.027 hectares for this Draft Plan area which will be required to be provided as cash-in-lieu-of-parkland.

In the event that there are changes to the Final Plan, the numbers as shown above may also change.

52. **P3** The Owner acknowledges and agrees to provide funding to the City for the design and the construction of the Park Block. The City will proceed with the design and construction of the park as per the typical City-build park process as described in the Parks Development Manual. The timing of the park construction will be at the discretion of the City.

**OTTAWA
Parks**

The expected cost of the park works to be paid to the City will be based on the rate per hectare for the entirety of the parkland dedication requirement, 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, (referred to as the Park Development Budget), plus a 5% administrative fee for City forces to execute the project plus 13% HST on the total amount. The funding for park works will be paid to the City at the time of registration for the phase of development which includes the Park Block. All subdivision conditions associated with the park, as contained herein, including but not limited to: fencing, fill and rough grading, topsoil replacement, tree removal and services stubbed to within 2.0 m inside the

Park Block will remain a subdivision cost to be covered by the Owner separate from the Park Development Budget.

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.

53. **P4** All Owner obligations associated with the Park Block must be completed to the satisfaction of the General Manager, Recreation, Cultural and Facility Services Department at the same time as the installation of the base coat of asphalt on the first of Chakra Street, as per the Draft Plan. **OTTAWA Parks**

54. **P5** The Owner acknowledges and agrees that no stormwater management facilities, encumbrances such as retaining walls, utility lines, floodplain lines, wildlife and vegetation buffers, or easements of any kind shall be located on, or in front of, dedicated park blocks. **OTTAWA Parks**

If encumbrances exist on site, the removal and/or mitigation of the encumbrances shall be the responsibility of the Owner, at the Owner's expense.

All to the satisfaction of the General Manager, Recreation, Cultural and Facility Services Department.

55. **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, floodplain lines, wildlife and vegetation buffers, or easements of any kind on lands, or portion thereof encumbering the design and function of future Park Block 30 must be approved by the General Manager of Recreation, Culture and Facility Services Department, and will not form part of the *Planning Act* parkland dedication requirements. **OTTAWA Parks**

56. **P7** The Owner agrees 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 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. **OTTAWA Parks**

All of the aforementioned are to the satisfaction of the General Manager, Recreation, Cultural and Facility Services Department.

57. **P8** Once a Facility Fit Plan is submitted and after tree protection fencing has been installed accordingly, both as approved by the General Manager, Recreation, Cultural and Facility Services Department, the Owner may remove vegetation, trees and topsoil from the park to facilitate rough grading of the area. The Owner agrees that the Owner may stockpile the topsoil either on or off the park. **OTTAWA Parks**

If the removal of the native topsoil is required, the Owner agrees to provide replacement topsoil at a sufficient depth and quality for the park as per City Standards for park topsoil. All work shall proceed in accordance with the applicable By-laws.

As an alternative to the required supply of topsoil, as per above, the Owner may agree to provide the City with funds for the agreed upon value of the required topsoil. The funding for the topsoil replacement will be paid to the City at the time of registration for the phase of development which includes the Park Block.

58. **P9** The Owner acknowledges and agrees that no storage of equipment, vehicles, building materials including granulars, or disposal of snow, will be permitted on the Park Block. An exception may be considered only with the written consent from the General Manager, Planning, Infrastructure and Economic Development. **OTTAWA Parks**

Any remediation required to the Park Block as a result of the Owner's use and/or disturbance of the Park Block will be at the Owner's expense and will be in addition to the Park Development Budget. Such remediation work shall be completed to the satisfaction of the General Manager, Recreation, Cultural & Facility Services.

59. **P11** Any fill imported to the future park block must be conducted in accordance with the current 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. **OTTAWA Planning Parks**

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 to meet subdivision grades, with clean earth borrow, compacted and leveled within the park block accordingly, to provide for positive surface drainage as per the City Standards for Park Fill and rough grading as per the approved subdivision

grading plan. All at the expense of the Owner. All works and fill materials are to be approved by the General Manager, Planning, Infrastructure and Economic Development Department prior to being placed on site.

All work shall proceed in accordance with the applicable By-laws and according to the current (at time of work) approved City details and specifications.

60. **P13** Unless otherwise specified the Owner shall provide the following services and utilities to all Park Blocks **OTTAWA Parks**

- a) 300mm diameter storm sewer and CB/MH at 2m inside the park property line.

All works shall be shown on the approved subdivision drawings.

61. **P14** 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 0.15m 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 alternative as approved by the General Manager, Recreation, Cultural and Facility Services Department. **OTTAWA Parks**

62. **P15** Access from private property to active public property will only be allowed with the prior written approval of the General Manager, Recreation, Cultural and Facility Services Department. 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: **OTTAWA Parks**

"The Transferee for himself/herself, his/her heirs, executors, administrators, successors and assigns acknowledges being advised that gates accessing public property are not permitted in the fences without the express written permission of the General Manager, Recreation, Cultural and Facility Services Department."

63. **P16** 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): **OTTAWA Parks**

- 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/amenities.

64. **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 responsibilities on the park block pursuant to the terms of this agreement. **OTTAWA Parks**
65. **P21** 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: **OTTAWA Parks**
- Future Parkland
No Dumping
No Removal of soils or Vegetation
All at the expense of the Owner
66. **P22** Upon Registration of the subdivision and transfer of ownership of the Park Block to the City, the Owner agrees to provide: **OTTAWA Parks**
- a certificate of insurance that names the City of Ottawa as Additional Insured, and
- 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.
67. **P23** The Owner acknowledges and agrees that no work within the Right-of-Way in front of, or around, any boundary of the park will be a park cost. All Right-of-Way work including, tree planting, topsoil and sod, and all hard surface work will be at the Owners' expense. **OTTAWA Parks**

Environmental Constraints

68. **EC1** The Owner shall prepare an Integrated Environmental Review in accordance with the policies of the Official Plan, to the satisfaction of the General Manager, Planning, Infrastructure and Economic Development Department. **OTTAWA Planning CA**

69. **EC2** The Owner agrees that prior to registration, early servicing, or other works that would alter the vegetative characteristics of the site, the Owner shall have the environmental impact statement updated as necessary to reflect the final plan as approved, and to address any changes to the anticipated impacts and recommended mitigation measures that may be required as a result of changes to the draft plan, changes in the regulatory context with respect to species at risk, or changes in the known environmental context of the site. This update shall be to the satisfaction of the General Manager, Planning, Infrastructure and Economic Development Department. **OTTAWA Planning**
70. **EC3** The Owner acknowledges and agrees that the construction of the subdivision shall be in accordance with the recommendation of the “Environmental Impact Statement & Tree Conservation Report, dated July 2019, prepared by WSP”, to the satisfaction of the General Manager, Planning, Infrastructure and Economic Development **OTTAWA Planning CA**
71. **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**

Schools

72. The Owner is required to inform prospective purchasers that school accommodation pressures exist in the Ottawa-Carleton District School Board schools designated to serve this development which are currently being addressed by the utilization of portable classrooms and/or by directing students to schools outside their community. **OCDSB**

Archaeology

73. **ARC1** Where the Owner is required to undertake an archaeological assessment:
- i. The Owner acknowledges having been required to retain a licensed consultant archaeologist to undertake an archaeological assessment 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.
- OTTAWA Planning MTCS**
- (Ministry provides written clearance to the City prior to registration, usually at the request of the applicant.)

All of the above noted conditions shall be to the satisfaction of the Ministry of Tourism and Culture and the General Manager, Planning, Infrastructure and Economic Development Department.

Sump Pumps

74. **SP1** Prior to registration or early servicing the Owner acknowledges and agrees to provide a hydrogeological assessment of the seasonal high water table prepared and certified by a hydrogeologist whom is either a Professional Geoscientist or Professional Engineer licensed in Ontario. The assessment will require a monitoring well program designed and supervised by a hydrogeologist, who will also be responsible for the overall hydrogeological assessment, all to the satisfaction of the General Manager, Planning, Infrastructure and Economic Development. **OTTAWA Planning**
75. **SP2** The Owner acknowledges requirements for the hydrogeological assessment will be defined in the City of Ottawa Sewer Design Guidelines. The Owner acknowledges and agrees this will include but not be limited to: requirements for the identification of the pre-development high water table, anticipated post-development changes to the long-term water table (where supporting data is available in order to assess these changes), the potential for short-term groundwater concerns during transient events (e.g., spring melt, high intensity storm events), and estimated rate of groundwater ingress for both long-term and transient conditions. **OTTAWA Planning**
- This assessment shall be used to support the setting of the underside of footing (USF) elevations for proposed residences in the affected area.
76. **SP3** The Owner acknowledges to install, where necessary, a complete sump pump system which conforms to the City of Ottawa Sewer Design Guidelines, to the satisfaction of the General Manager, Planning, Infrastructure and Economic Development. The Owner acknowledges and agrees this will include but not be limited to:
- a. CSA approved sump pump with check valve,
 - b. Design for 200% anticipated flow and maximum head,
 - c. Covered sump pit,
 - d. Backwater valve,
 - e. Back up pump and power supply.
77. **SP4** The Owner acknowledges and agrees the costs for the sump pump systems including back- up system and installation are the responsibility of the owner while the costs for the maintenance and operation of the system (including back up) and eaves trough discharge will be the responsibility of the homeowner. These conditions will be included, as part of the planning approval and notice will be required within the purchase and sale agreement, as well as registered on title. **OTTAWA Planning**
78. **SP5** The Owner acknowledges and agrees that in addition to the main sump pump, a back-up system will be required with minimum capacity and **OTTAWA Planning**

continuous hours of operation as will be specified in the City of Ottawa Sewer Design Guidelines.

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| 79. | SP6 | The Owner acknowledges and agrees only the perimeter foundation drainage system will be connected to the sump pit and agrees the sump pump system shall discharge to the storm sewer. | OTTAWA
Planning |
| 80. | SP8 | The Owner acknowledges and agrees all grading plans are to clearly indicate each individual home where a sump pump system is required. | OTTAWA
Planning |
| 81. | SP9 | The Owner acknowledges and agrees to include statements in all offers of purchase and sale agreements for all lots, and register separately against the title wording acceptable to the satisfaction of the General Manager, Planning, Infrastructure and Economic Development, advising the home is equipped with a sump pump and advising guidelines for its use and maintenance. | OTTAWA
Planning |
| 82. | SP10 | The Owner acknowledges and agrees that all sump pump systems including back-up system must be inspected and maintained regularly in accordance with the manufacturer's recommendations. The Owner covenants and agrees that it will advise all prospective lot purchasers of the sump pump systems and back-up system in the agreement of purchase and sale, and shall be registered as a notice on title in respect of all Lots and Blocks. | OTTAWA
Planning |

Stormwater Management

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| 83. | SW1 | The Owner shall provide any and all stormwater reports that may be required by the City for approval prior to the commencement of any works in any phase of the Plan of Subdivision. Such reports shall be in accordance with any watershed or subwatershed studies, conceptual stormwater reports, City or Provincial standards, specifications and guidelines. The reports shall include, but not be limited to, the provision of erosion and sedimentation control measures, implementation or phasing requirements of interim or permanent measures, and all stormwater monitoring and testing requirements. | OTTAWA
Planning
CA |
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All reports and plans shall be to the satisfaction of the General Manager, Planning, Infrastructure and Economic Development Department.

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| 84. | SW2 | (a) Prior to the commencement of construction of any phase of this Subdivision (roads, utilities, any off site work, etc.) the Owner shall:

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; | OTTAWA
Planning
CA |
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- ii. provide all digital models and modelling analysis in an acceptable format;
- iii. have said plans approved by the General Manager, Planning, Infrastructure and Economic Development Department, and
- iv. provide certification through a Professional Engineer licensed in the province of Ontario that the plans have been implemented.

(b) All submissions and any changes made to the Plan shall be submitted to the satisfaction to the City and the Rideau Valley Conservation Authority.

(c) The Owner shall implement an inspection and monitoring plan to maintain erosion control measures.

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| 85. | SW3 | On completion of all stormwater works, the Owner agrees to provide certification to the General Manager, Planning, Infrastructure and Economic Development Department through a Professional Engineer, licensed in the province of Ontario, that all measures have been implemented in conformity with the approved Stormwater Site Management Plan. | OTTAWA
Planning |
| 86. | SW4 | The Owner agrees to maintain the oil/grit separator in accordance with the recommendations of the Stormwater Management Plan until such time as the oil/grit separator has been given Final Acceptance and assumed by the City, all to the satisfaction of the General Manager, Planning, Infrastructure and Economic Development Department. | OTTAWA
Planning |
| 87. | 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 |
| 88. | 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 |
| 89. | SW7 | The Owner covenants and agrees that the following clause shall be incorporated into all agreements of purchase and sale for the whole, or any part, of a lot or block on the Plan of Subdivision, and registered separately against the title: | OTTAWA
Legal |

“The Owner acknowledges that some of the rear yards within this subdivision are used for on-site storage of infrequent storm events. Pool installation and/or grading alterations and/or coach houses on some of the lots may not be permitted and/or revisions to the approved Subdivision

Stormwater Management Plan Report may be required to study the possibility of modification on any individual lot. The Owner must obtain approval of the General Manager, Planning, Infrastructure and Economic Development Department of the City of Ottawa prior to undertaking any grading alterations.”

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| 90. | Prior to registration the Owner acknowledges and agrees to providing a temporary construction easement and/or Consent to Enter Agreement in favour of the City for the works related to the retrofitting of the Kennedy-Burnett Stormwater Management Facility. The said easement and/or consent to enter location, size and duration shall be negotiated between the Owner and City to a mutual understanding. | OTTAWA
Planning |
| 91. | Prior to registration the Owner acknowledges and agrees to demonstrate there is a suitable outlet for stormwater management into the Kennedy-Burnett Stormwater Management outlet channel. This includes demonstration the outlet channel has been designed and constructed to accommodate the design flows from the subdivision, to the satisfaction of the General Manager, Planning, Infrastructure and Economic Development Department | OTTAWA
Planning |

Sanitary Services

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| 92. | 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, Infrastructure and Economic Development Department. | OTTAWA
Planning |
| 93. | SS3 As the Owner proposes a road allowance(s) of less than 20 metres, and if the Owner also proposed boulevards between 4.0 and 5.0 metres wide, the Owner shall meet the following requirements: <ul style="list-style-type: none"> a) extend water, sanitary, and storm services a minimum of 2.0 metres onto private property during installation before being capped; b) install high voltage electrical cable through the transformer foundations to maintain adequate clearance from the gas main; c) provide and install conduits as required by each utility; d) provide and install transformer security walls when a 3.0 metres clearance, as required by the Electrical Code, cannot be maintained. The design and location of the security wall must be approved by the local hydro utility; and e) install all road-crossing ducts at a depth not to exceed 1.2 metres from top of duct to final grade. | OTTAWA
Planning |

Water Services

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| 94. | 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 |
| 95. | 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 |
| 96. | W3 | The Owner acknowledges and agrees not to permit any occupancy of buildings on the individual Lots described in Schedule "A" until the water plant has been installed, sterilized and placed in service to the satisfaction of the General Manager, Planning, Infrastructure and Economic Development Department. | OTTAWA
Planning |
| 97. | 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 |
| 98. | W5 | The owner acknowledges and agrees to provide a Water Age Analysis prior to registration which reflects their proposed phasing and scheduling. Where required, through this analysis or through testing, the Owner acknowledges and agrees that flushing infrastructure will be installed at no cost to the City, and that the Owner will be responsible for all costs associated with the consumption and disposal of water, as required, to ensure that adequate chlorine residual is maintained throughout the water system, all to the satisfaction of the General Manager, Public Works and Environmental Services | OTTAWA
Planning |
| 99. | W6 | The Owner acknowledges and agrees not to apply for, nor shall the City issue, building permits for more than 50 dwelling units (or the equivalent) where the watermain for such units is not looped. Any unit serviced by a looped watermain that is not looped shall be required to have sufficient fire protection, to the satisfaction of the General Manager, Planning, Infrastructure and Economic Development Department. | OTTAWA
Planning |

Serviced Lands

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| 100. | 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, | OTTAWA
Planning |
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Infrastructure and Economic Development Department, and/or the Province:

- 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.

101. **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**
102. **SL4** The Owner shall not be entitled to a building permit, early servicing, or commencement of work construction until they can demonstrate that there is adequate road, sanitary, storm, and watermain capacity and any Environmental Compliance Approvals (ECA) necessary are approved. All are to the satisfaction of the General Manager, Planning, Infrastructure and Economic Development Department. **OTTAWA Planning**

Utilities

103. **U1** The Owner is hereby advised that prior to commencing any work within the subdivision, the Owner must confirm that sufficient wire-line communication /telecommunication infrastructure is currently available to the proposed development to provide communication/telecommunication service to the proposed development. In the event that such infrastructure is not available, the Owner is hereby advised that the Owner shall ensure, at no cost to the City, the connection to and/or extension of the existing communication / telecommunication infrastructure. The Owner shall be required to demonstrate to the municipality that sufficient communication /telecommunication infrastructure facilities are available within the proposed development to enable, at a minimum, the effective delivery of communication /telecommunication for emergency management services (i.e. 911 Emergency Services). **OTTAWA Planning**
104. **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**

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| 105. | 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 |
| 106. | 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 |
| 107. | 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 |
| 108. | H5 | The Owner shall be responsible for servicing the buildings within the property. Only one service entrance per property shall be permitted. | Hydro
Ottawa |
| 109. | 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 |
| 110. | 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 |
| 111. | 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 | Hydro
Ottawa |

development. The Owner shall be required to demonstrate to the satisfaction of the General Manager, Planning, Infrastructure and Economic Development that sufficient utility servicing and infrastructure exist to service the proposed development and that communication / telecommunication infrastructure facilities are available, at a minimum, for the delivery of emergency management services.

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.

Should any lands owned or proposed to be owned by the City be encumbered as a result of these conditions, the Owner shall bear the sole responsibility and costs associated with correcting such actions, including but not limited to the conveyance of additional lands, the relocation of any such easements or infrastructure as may be deemed appropriate by the General Manager, Planning, Infrastructure and Economic Development.

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| 112. | The Owner shall apply Hydro Ottawa's standards and City approved road cross-section standards for subdivisions. | Hydro
Ottawa |
| 113. | The applicant shall contact Enbridge Gas Distribution's Customer Connections department by emailing SalesArea60@enbridge.com for 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. | Enbridge |
| 114. | 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 phase construction, all costs are the responsibility of the applicant. | Enbridge |
| 115. | In the event that easement(s) are required to service this development, the applicant will provide the easement(s) to Enbridge Gas Distribution at no cost. The inhibiting order will not be lifted until the application has met all of Enbridge Gas Distribution's requirements. | Enbridge |
| 116. | The applicant will grade all road allowances to as close to final elevation as possible, provide necessary field survey information and all approved municipal road cross sections, identifying all utility locations prior to the installation of the gas piping. | Rogers |

117. That the owner shall transfer such new easements and maintenance agreements as are deemed necessary by Rogers Communications Canada Inc. to service this subdivision, to our satisfaction and that of the appropriate authority and at no cost to us. The owner is also to ensure that these easement documents are registered on title immediately following registration of the final plan, and the affected agencies duly notified. **Rogers**

118. That the application be required, in the Subdivision Agreement, to coordinate the preparation of an overall utility distribution plan. This plan would be showing the locations (shared or otherwise) and the installation timing and phasing of all required utilities (on-ground, below ground) through liaison with the appropriate electrical, gas, water, telephone and cablevision authority. This includes on-site drainage facilities. Such location plan being to the satisfaction of all affected authorities. **Rogers**

119. That the owner agrees with Rogers Communications Canada Inc. to arrange for and pay the cost of the relocation of any existing services which is made necessary because of this subdivision, to the satisfaction of the authority having jurisdiction. **Rogers**

120. The Owner shall grant to Bell Canada any easements that may be required, which may include a blanket easement, for communication/telecommunication infrastructure. In the event of any conflict with existing Bell Canada facilities or easements, the Owner shall be responsible for the relocation of such facilities or easements. **Bell**

Fire Services

121. **FUS1** The Owner acknowledges and agrees that if two-hour firewalls, active fire protection measures such as sprinkler systems, and/or minimum building separations are required to comply with the FUS calculation as per the City Design Guidelines for water distribution systems, the Owner shall note any such requirements on the grading plan. The Owner shall, prior to registration, provide certified plans demonstrating the locations of such oversized services and/or oversized plumbing to compensate for low peak hour pressures in the local water distribution system. All are to the satisfaction of the General Manager of Planning, Infrastructure and Economic Development Department. **OTTAWA Planning**

122. **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 **OTTAWA Planning**

registration. The securities will be released upon receiving a letter signed and sealed by a Professional Engineer licensed in the Province of Ontario certifying that construction was carried out in accordance with the approved drawing(s)/plan(s). All are to the satisfaction of the General Manager of Planning, Infrastructure and Economic Development Department.

123. **FUS3** The Owner shall insert a clause in each agreement of purchase and sale and shall be registered as a notice on title in respect of all Lots and Blocks wherein the dwelling contains, or intends to contain, a sprinkler system as follows: **OTTAWA Planning**

“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.”

124. **FUS4** The Owner acknowledges and agrees that it shall, in the case of insufficient fire flow availability or excessive water age and loss of water disinfectant residual, provide active fire protection options such as sprinkler systems, two-hour firewalls or fire breaks that compartmentalize the structures into separate fire areas, as may be required, to limit the sizing of crescent, dead-end, and other distribution mains to a nominal size of no more than 200mm. All are to be determined by and to the satisfaction of the General Manager of Planning, Infrastructure and Economic Development Department. **OTTAWA Planning**

Noise Attenuation

125. **N1** The Owner shall have a Noise Study undertaken related to noise assessment and land use planning with respect to noises generated by moving and stationary sources prepared by a Professional Engineer, licensed in the province of Ontario to the satisfaction and approval of the General Manager, Planning, Infrastructure and Economic Development Department. The Study shall comply with: **OTTAWA Planning**

- 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.

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.

126. **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, Infrastructure and Economic Development Department, through a Professional Engineer, that the noise control measures have been implemented in accordance with the approved study. **OTTAWA Planning**

127. **N4** The Owner agrees that until a more detailed noise study recommends otherwise, all purchase and sale agreements for Part of Blocks 9, 13, 14, 16, 17, 20, and 21 on the Plan of Subdivision shall contain the following clauses that shall be registered as a notice on title through an associated Site Plan Control application: **OTTAWA Planning Legal**

Warning Clause Type A:

"Transferees are advised that sound levels due to increasing (road) (Transitway) 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."

Warning Clause Type B:

"Transferees are advised that despite the inclusion of noise control features in the development and within the building units, sound levels due to increasing (road) (Transitway) 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."

Warning Clause Type C:

"This dwelling unit has been fitted with a forced air heating system and the ducting, etc. was sized to accommodate central air conditioning. Installation of central air conditioning by the occupant will allow windows and exterior doors to remain closed, thereby ensuring that the indoor sound levels are within the City's and the Ministry of the Environment's noise criteria. (Note: The location and installation of the outdoor air conditioning device should comply with the noise criteria of MOE Publication NPC-216, Residential Air Conditioning Devices and thus minimize the noise impacts both on and in the immediate vicinity of the subject property.)"

Warning Clause Type D

"This dwelling unit has been supplied with a central air conditioning system which will allow windows and exterior doors to remain closed, thereby ensuring that the indoor sound levels are within the City's and the Ministry of the Environment's noise criteria."

Land Transfers

128. **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 – 31 and 32
 - ii. Open Space Blocks – 29
 - iii. Watercourses (buffer strips/riparian corridors) – N/A
 - iv. Park Blocks – Block 30
 - v. Storm Water Management Blocks – N/A
 - vi. Road Widening Blocks – N/A
 - vii. 0.3 m Reserve Blocks – 33
 - viii. Daylighting Triangles – as shown
129. **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.

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Development Charges By-law

130. **DC1** The Owner acknowledges that some of the works (a portion of works related to Chapman Mills Drive, of the Subdivision are eligible for development charges revenues pursuant to the City's applicable Development Charges By-law and background study, as well as budget approval by City Council where required. Such contributions are to be determined and agreed to by the City, prior to the commencement of the associated Works or as agreed to by the City. The Owner agrees to enter into any agreements that may be required pursuant to the applicable Development Charges By-law.
131. **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 *Development Charges Act, 1997* and the *Education Development Charges Act*.

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132. **DC3** The Owner acknowledges and agrees to enter into any front-ending agreements with the City of Ottawa for those 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**
133. **DC4** The Owner acknowledges that for building permits issued after January 15, 2010, payment of non-residential development charges, excluding development charges for institutional developments, may be calculated in 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: **OTTAWA Planning Legal**
- 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.

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.

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.

“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.

Survey Requirements

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|------|--------------|--|----------------------------|
| 134. | 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 |
| 135. | 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 |
| 136. | 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 |

Closing Conditions

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|------|-----------|--|--|
| 137. | 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 |
| 138. | 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 |
| 139. | C3 | The owner shall pay any outstanding taxes owing to the City of Ottawa prior to registration. | OTTAWA
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Revenue |
| 140. | C4 | Prior to registration of the Plan of Subdivision, the City is to be satisfied that conditions 1 to 139 have been fulfilled. | OTTAWA
Planning |
| 141. | C5 | The Owner covenants and agrees that should damage be caused to any of the Works in this Subdivision by any action or lack of any action whatsoever on its part, the General Manager, Planning, Infrastructure and Economic Development Department may serve notice to the Owner to have the damage repaired and if such notification is without effect for a period of two full days after such notice, the General Manager, Planning, Infrastructure and Economic Development Department may cause the damage to be repaired and shall recover the costs of the repair plus the Management Fee under Section 427, of the <i>Municipal Act, 2001</i> , like manner as municipal taxes. | OTTAWA
Planning |

142. **C6** If the Plan(s) of Subdivision, including all phases within the draft approved plan of subdivision, has not been registered by **Month, Day, 2023**, the draft approval shall lapse pursuant to Section 51 (32) of the *Planning Act*. Extensions may only be granted under the provisions of Section 51 (33) of said *Planning Act* 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.