

MENU OF CONDITIONS
FOR DRAFT APPROVAL
Kizell Management Corporation
5618 Hazeldean Road
DRAFT APPROVED DD/MM/2021

The City of Ottawa's conditions applying to the draft approval of Kizell Management Corporation Subdivision at 5618 Hazeldean Road (File No. D07-16-16-0020) are as follows:

	<p>This approval applies to the draft plan prepared by Annis, O’Sullivan, Vollebekk Ltd. and certified by Edward M. Lancaster, Ontario Land Surveyor, dated x , 2021 showing 288 lots for detached dwellings, 18 blocks for townhouse development , 7 blocks for stacked townhouses or low-rise apartments, 1 mixed use block, 2 blocks for high density residential development, 2 blocks for mixed use development, 1 institutional block, 3 pathway blocks, 4 park blocks, 1 open space block, 1 stormwater management block, 1 combined park & ride and mixed use development block, 2 Hydro transmission corridors, 1 servicing block and 16 public streets and Robert Grant Avenue.</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. Planning Rationale and Integrated Environmental Review Statement, 5618 Hazeldean Road prepared by Novatech dated November 9, 2016 and revised December 13, 2019;2. Phase 1 Environmental Site Assessment, Kizell Lands, 5618 Hazeldean Road prepared by Houle Chevrier Engineering Ltd. dated August 8, 2016;3. Phase 2 Environmental Site Assessment, Kizell Lands, 5618 Hazeldean Road prepared by Gemtec dated July 17, 2019;4. Preliminary Geotechnical Investigation, Kizell Lands, 5618 Hazeldean Road prepared by Houle Chevrier Engineering Ltd. dated August 25, 2016;5. Concept Servicing Report/Assessment of Adequacy of Public Services and Stormwater Site Management, Kizell Lands, 5618 Hazeldean Road prepared by Novatech dated February 23, 2018.6. Concept Servicing Report/Assessment of Adequacy of Public Services and Stormwater Site Management Addendums, Kizell Lands, 5618 Hazeldean Road prepared by Novatech dated December 13, 2019, May 29, 2020 and August 28, 2020.7. Tree Conservation Report and Environmental Impact Statement, 5618 Hazeldean Road prepared by Muncaster Environmental Planning Inc. dated October 11, 2016.8. Tree Conservation Report and Environmental Impact Statement Addendums prepared by Muncaster Environmental Planning Inc. dated November 29, 2019 and October 21, 2020.	
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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.	Clearing Agencyⁱ
		<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, Infrastructure and Economic Development Department.	OTTAWA Planning
2.	G2	<p>Prior to commencing construction, the Owner shall enter into a subdivision agreement with the City. The subdivision agreement shall, among other matters, require that the Owner post securities in a format approved by the City Solicitor, in an amount of 100% of the estimated cost of all works, save and except non-municipal buildings.</p> <p>The aforementioned security for site works shall be for works on both private and public property and shall include, but not be limited to, lot grading and drainage, landscaping and driveways, roads and road works, road drainage, underground</p>	OTTAWA Planning

		<p>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, 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 (i.e. 50%), subject to the approval of the General Manager, Planning, Infrastructure and Economic Development Department.</p> <p>Engineering, Inspection and Review fees will be collected based on the estimated cost of the works (+HST) and a park review and inspection fee will be based on 4% (+HST) of the total value of the park works as noted herein and in accordance with the City's Fees By-law for planning applications (By-law No. 2018-24 or as amended).</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 below has been executed.</p> <p>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.</p>	OTTAWA Legal
5.	G5	All prospective purchasers shall be informed through a clause in the agreements of purchase and sale of the presence of lightweight fill on the lands if applicable, 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
		<u>Landowners Agreement</u>	
7.	LA1	Prior to registration or early servicing, the Owner agrees to provide the City with a clearance letter from the trustee of the Fernbank Landowners Group, confirming that the Owner is party to the Fernbank Landowners Group and that Cost Sharing	Landowners Group

		Agreements and all of the obligations, financial and otherwise, of the landowners of this subdivision have been fulfilled pursuant to the Landowners Agreement.	
		<u>Zoning</u>	
8.	Z1	The Owner agrees that prior to registration of the Plan of Subdivision, the Owner shall ensure that the proposed Plan of Subdivision shall conform with a Zoning By-law approved under the requirements of the <i>Planning Act</i> , with all possibility of appeal to the Local Planning Appeal Tribunal exhausted.	OTTAWA Planning
9.	Z2	The Owner undertakes and agrees that prior to the registration of the Plan of Subdivision, the Owner shall deliver to the City a certificate executed by an Ontario Land Surveyor showing that the area and frontage of all lots and blocks within the Subdivision are in accordance with the applicable Zoning By-law.	OTTAWA Planning
		<u>Roadway Modifications</u>	
10.	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
11.	RM2	The Owner agrees to provide a Development Information Form and Geometric Plan indicating: <ul style="list-style-type: none"> a) Road Signage and Pavement Marking for the subdivision; b) Intersection control measure at new internal intersections; and c) location of depressed curbs and TWSIs; <p>prior to the earlier of registration of the Agreement or early servicing. Such form and plan shall be to the satisfaction of the General Manager, Planning, Infrastructure and Economic Development Department.</p>	OTTAWA Planning Transpo
12.	RM7	Where traffic calming measures are 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 recommendations from the required supporting transportation studies. <p>The Owner agrees that traffic calming measures shall reference best management practices from the Canadian Guide to Neighbourhood Traffic Calming, published by the Transportation Association of Canada, and/or Ontario Traffic Manual. These measures may include either vertical or horizontal features (such measures shall not interfere with stormwater management and overland flow routing), including but not limited to:</p> <ul style="list-style-type: none"> • intersection or mid block narrowings, chicanes, medians; • speed humps, speed tables, raised intersections, raised pedestrian crossings; 	OTTAWA Planning

		<ul style="list-style-type: none"> 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>	
17.	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
18.		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
19.	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
21.	HR5	Any dead ends and/or open spaces of road allowances created by this plan of subdivision may be terminated in 0.3 metre reserves.	OTTAWA Planning Legal
22.	HR6	The Owner shall provide site triangles as required on the final plan. <ul style="list-style-type: none"> a) Local Road to Local Road: 3 metres x 3 metres b) Local Road to Collector Road: 5 metres x 5 metres c) Collector Road to Collector Road: 5 metres x 5 metres d) Collector Road to Arterial Road 5 metres x 5 metres 	OTTAWA Planning Legal
23.	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
24.	HR10	The Owner acknowledges that should the plan be registered in phases; the first phase of registration shall include: <ul style="list-style-type: none"> a) Land for Robert Grant Avenue within the limits of the subdivision; and b) Cranesbill Road within the limits of the subdivision; 	OTTAWA Planning
25.	HR11	All streets shall be named to the satisfaction of the Director of Building Code Services and in accordance with the Municipal Addressing By-law or the Private Roadways By-law as applicable.	OTTAWA Planning BCS

26.	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.	OTTAWA Planning
27.	HR15	The Owner acknowledges that the construction of buildings may be restricted on certain lots and/or blocks until such time as road connections are made so that snow-plow turning and garbage collection can be implemented.	OTTAWA Planning
		<u>Public Transit</u>	
28.	PT1	The Owner shall design and construct, at its expense, Cranesbill Avenue, which have been identified as transit service routes, to Transportation Association of Canada standards, including right-of-way width, horizontal and vertical geometry. 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. The locations for transit passenger standing areas and shelter pads are to be determined prior to registration of each phase of the plan of subdivision.	OTTAWA Planning Transit
29.	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
30.	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
31.	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
32.	PT5	The Owner agrees to implement a Transit Service Strategy in accordance with the Official Plan prior to the registration of a phase of the subdivision that contains transit services. The Owner, together with the City, will determine the method and means by which the developments, as well as adjacent areas, can be efficiently and effectively serviced by transit. The Owner shall enter into an agreement with the Transit Services Branch, prior to the registration of the subdivision, to outline the provision of interim bus service. Said agreement shall include, but not be limited to, the following: establishment of routes and stops and levels of service and provision and maintenance of stops and turnarounds. The agreement may	OTTAWA Transit

		include funding and cost-sharing arrangements and timing and triggers for the transfer of responsibility to City.	
		<u>Geotechnical</u>	
33.	GT1	<p>Where applicable, the Owner covenants and agrees that the following clause shall be incorporated into all agreements of purchase and sale for affected lots and registered separately against the title:</p> <p>“The Owner acknowledges that special soils conditions exist on this lot which will require:</p> <ul style="list-style-type: none"> (a) a geotechnical engineer licensed in the Province of Ontario to approve any proposal or design for a swimming pool installation or other proposal requiring an additional building permit on this lot prior to applying for a pool enclosure permit or installing the pool; and (b) the Owner to submit a copy of the geotechnical engineer’s or geoscientists report to the General Manager, Planning, Infrastructure and Economic Development Department at the time of the application for the pool enclosure or additional building permit. <p>The Owner also acknowledges that said engineer or geoscientist will be required to certify that the construction has been completed in accordance with his/her recommendation and that a copy of the certification or report will be submitted to the General Manager, Planning, Infrastructure and Economic Development Department.</p>	OTTAWA Planning
34.	GT2	<p>The Owner shall submit a geotechnical report prepared in accordance with the City’s Geotechnical Investigation and Reporting Guidelines and/or Slope Stability Guidelines for Development Applications by a geotechnical engineer or geoscientist, licensed in the Province of Ontario, containing detailed information on applicable geotechnical matters and recommendations to the satisfaction of the General Manager, Planning, Infrastructure and Economic Development which include, but are not limited to:</p> <ul style="list-style-type: none"> a) existing sub-surface soils, groundwater conditions; b) slope stability (including an assessment during seismic loading) and erosion protection, in addition to any building construction requirements adjacent to unstable slope; c) clearly indicate orientation of any cross-sections used in slope stability analysis and location of center of the slip circle; d) grade raise restrictions on the site and, if appropriate, the impacts this will have on the slope stability; e) design and construction of underground services to the building, including differential settlement near any buildings or structures; f) design and construction of roadway, fire routes and parking lots; g) design and construction of retaining walls and/or slope protection; h) design and construction of engineered fill; i) design and construction of building foundations; j) site dewatering; 	OTTAWA Planning

		<ul style="list-style-type: none"> 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: 	
35.	GT3	<p>Sensitive marine clay soils if applicable</p> <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. 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 or high sensitivity clay soils, 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). 	OTTAWA Planning
36.	GT4	In areas of sensitive marine clay, 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>	
37.	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.	

38.	S2	<p>The Owner shall construct an asphalt pathway in accordance with the applicable City Standard Drawing as well as 1.5-metre vinyl coated chain link fencing along the perimeter of the walkway blocks at the following locations:</p> <p>a) Blocks 330, 331 and 332.</p>	OTTAWA Planning
39.	S3	<p>The Owner agrees to design and construct 2-metre wide sidewalks at the following locations:</p> <p>a) Both sides of Street No. 1 b) Cranesbill Road (Street No. 2) c) Both sides of Street No. 3</p> <p>The Owner agrees to design and construct 1.8-metre wide sidewalks at the following locations:</p> <p>a) East side of Street No. 4 b) South side of Street No. 8 c) East side of Street No.9 d) North side of Street No.10 adjacent to park e) South side of Street No. 13 f) East side of Street No. 15 adjacent to park; and g) South side of Street No. 16.</p>	OTTAWA Planning
40.	S4	<p>The Owner agrees to design and construct, walkways and related works in accordance with the applicable City Standard Drawing through the length of the public lands in the Stormwater Management Block 322.</p>	OTTAWA Planning
41.	S5	<p>The Owner agrees to connect all new pathways, sidewalks, walkways to the existing pathways, sidewalks, walkways located at the following locations:</p> <p>a) Cranesbill Road b) Street No. 3</p>	OTTAWA Planning
42.	S6	<p>Chain link fence between public and private lands</p> <p>a) The Owner agrees to design and construct 1.5-metre high black vinyl-coated chain link fences in accordance with the Fence By-law at the following locations:</p> <p>i. Along the northerly lot line of Lots 213 to 231 inclusive adjacent to Stormwater Management Block 322; ii. Along the easterly lot line of Lot 213 adjacent to Stormwater Management Block 322; iii. Along the easterly and southerly lot lines of Block 296 adjacent to Stormwater Management Block 322; iv. Along the southerly lot line of Block 320 adjacent to Stormwater Management Block 322; v. Along the northerly lot line of Lots 94 to 110 inclusive adjacent to School Block 321.</p> <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 mm in order to comply with the applicable part of the "Pool Enclosure By-Law".</p>	OTTAWA Planning

		<p>b) The Owner agrees that any vinyl-coated chain link fence required to be installed with the exception of parks fencing shall be located a minimum of 0.15 metres inside the property line of the private property.</p>	
43.	S7	<p>a) The Owner agrees to design and erect 1.5-metre 6-gauge black vinyl-coated chain link park fencing in accordance with the Fence By-law at the following locations:</p> <ul style="list-style-type: none"> i. Park Block 323: Along the southerly lot line adjacent to Block 296; ii. Park Block 324: Along the easterly lot line adjacent to Lot 94 and Block 321; iii. Park Block 326: Along the easterly lot line, adjacent to Block 311; <p>The Owner shall install fencing of uniform appearance and quality, with a minimum height of 1.5m along the common boundary of all 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.</p>	
44.	S7	<p>a) The Owner agrees to design and erect 1.5-metre 6-gauge black vinyl-coated chain link park fencing in accordance with the Fence By-law at the following locations:</p> <ul style="list-style-type: none"> i. Along the southerly lot line of Block 289 adjacent to Hydro Transmission Corridor Block 328; ii. Along the northerly lot line of Blocks 309 adjacent to Hydro Transmission Corridor Block 328; iii. Along the northerly lot line of Blocks 301 and 308 adjacent to Hydro Transmission Corridor Block 329; and iv. Along the southerly lot line of Blocks 299, 300 and 315 adjacent to Hydro transmission Corridor Block 329. <p>b) The Owner agrees that any vinyl-coated chain link fence required to be installed shall be located a minimum of 0.15 metres inside the property line of the private property.</p>	OTTAWA Planning
45.	S8	<p>a) The Owner agrees to design and erect 1.8-metre wood screen fencing in accordance with the Fence By-law in the following locations:</p> <ul style="list-style-type: none"> i. Along the easterly lot lines of Blocks 319 and 320, adjacent to residential lots in Bradley Commons subdivision; ii. Along the westerly lot line of Blocks 289, 292 and 309 adjacent to the Iber Road Business Park. 	OTTAWA Planning

		b) The Owner agrees that any wood privacy fence required to be installed shall be located a minimum of 0.15 metres inside the property line of the private property.	
46.	S9	<p>a) The Owner agrees to design and erect at no cost to the City, noise attenuation barriers in accordance with City specifications at locations as determined by the Noise Study.</p> <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
47.	S10	<p>The Owner shall insert a clause in each agreement of purchase and sale and Deed for 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 the Owner 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”.</p>	OTTAWA Planning
		<u>Landscaping/Streetscaping</u>	
48.	LS1	<p>The Owner agrees, prior to registration or early servicing to have landscape plans for the draft plan of subdivision prepared by a Landscape Architect, in accordance with the recommendations contained in the geotechnical report, the Tree Conservation Report, and/or the Environmental Impact Statement.</p> <p>The landscape plans 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 plans and bear all costs and responsibility for the preparation and implementation of the plans.</p> <p>The Owner agrees that where marine clay soils are present, and the geotechnical report has satisfied the applicable conditions of the Tree Planting in Sensitive Marine Clay Soils - 2017 Guidelines, confirmation of adequate soil volumes in accordance with the subject guidelines shall be provided by a Landscape Architect prior to zoning approval.</p> <p>All of the aforementioned are to the satisfaction of the General Manager, Planning, Infrastructure and Economic Development Department and at the Owner’s cost.</p>	OTTAWA Planning Forestry

49.	LS2	<p>The Owner agrees that for all single detached and semi-detached lots, a minimum of 1 tree per interior lot and 2 trees per exterior side yard lots (i.e. corner lots) shall be provided on the landscape plans.</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. d) If trees need to be replaced, Forestry staff reserve the right to plant appropriate size trees at one tree per lot. <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 blocks.</p> <p>Should specific site constraints prevent the required allocation of trees, the remaining number of required trees shall be provided within any proposed parks, open space or environmental blocks, non-residential road right-of-way frontages, stormwater management facility, or other suitable alternative locations, to the satisfaction of the General Manager, Planning, Infrastructure and Economic Development Department.</p>	OTTAWA Planning Forestry
50.	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 “Preliminary Geotechnical Investigation, Kizell Lands, 5618 Hazeldean Road prepared by Houle Chevrier Engineering Ltd. dated August 25, 2016, 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. 	OTTAWA Planning
51.		<p>Driveways for ground oriented attached units shall be paired wherever possible to maximize street tree planting opportunities and on-street parking.</p>	OTTAWA Planning

		<u>Tree Conservation</u>	
52.	TC1	<p>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.</p> <p>The Owner agrees to implement the measures recommended in the supporting tree conservation report to ensure preservation of the trees identified for protection, in accordance with the City's tree protection requirements listed within the Urban Tree Conservation By-law, 2009-200. All of which are to the satisfaction of the General Manager, Planning, Infrastructure and Economic Development Department.</p>	OTTAWA Planning
53.	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>	
54.	P1	In accordance with the <i>Planning Act</i> and the City of Ottawa Parkland Dedication By-law, the Owner shall convey Blocks 323 to 326 to the City for parkland purposes all to the satisfaction of the General Manager, Recreation, Cultural and Facility Services Department.	OTTAWA Parks
55.	P2	<p>The Owner covenants and agrees that Blocks 323 to 326 will be conveyed to the City, at no cost, as dedicated parkland. The size and configuration of the park blocks on the Final Plan shall be to the satisfaction of the General Manager, Recreation, Cultural and Facility Services Department.</p> <p>The Owner covenants and agrees that the parkland dedication requirement has been calculated at a rate in accordance with the Master Parkland Agreement and as agreed to in writing to the satisfaction of the General Manager, Recreation, Cultural and Facility Services Department, In the event that the number of units change, the required parkland dedication will also change.</p>	OTTAWA Parks
56.	P3	<p>The Owner acknowledges and agrees to design and construct the parkland, identified as Blocks 323 to 326, in accordance with the Master Parkland Agreement and City specifications and standards. The Owner further agrees to provide design plans and documents as detailed in the Park Development Manual 2nd edition 2017 (and as amended) for the parks. The plans and documents will detail the designs, costs and amenities to be provided in each park. The expected cost of the design, construction, review and inspection of these parks will be in accordance with the rate per hectare and indexing rate utilized for park development by the City at the time of registration of each phase of development.</p> <p>The design plans and documents as well as the final budget for design, construction, review and inspection shall be subject to approval by the City, all to the satisfaction of the General Manager, Recreation, Cultural and Facility Services Department.</p>	OTTAWA Parks

57.	P4	<p>All Owner obligations associated with the Park Blocks must be completed to the satisfaction of the General Manager, Recreation, Cultural and Facility Services Department within two years of registration.</p> <p>If the Park Blocks are 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 is to be built and those funds will be added to the park budget for construction.</p>	OTTAWA Parks
58.	P5	<p>The Owner acknowledges and agrees that no stormwater management facilities, encumbrances such as retaining walls, utility lines or easements of any kind shall be located on, or in front of, dedicated park blocks without the written approval of the General Manager, Recreation, Cultural and Facility Services Department.</p>	OTTAWA Parks
59.	P6	<p>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 Blocks 323 to 326 must be approved by the General Manager of Recreation, Culture and Facility Services Department, and will not form part of the <i>Planning Act</i> parkland dedication requirements.</p>	OTTAWA Parks
60.	P7	<p>The Owner agrees the park blocks must be fully developable for its intended use based on a geotechnical report. If any constraints to development of the park blocks are found the measures necessary to mitigate the constraints and to provide a subgrade suitable for the intended parks uses as identified in the Facility Fit Plan, or if a Facility Fit Plan has not yet been prepared for intended park uses as identified by Parks planning staff, will be undertaken by the Owner. The Owner is solely responsible for the costs of any necessary mitigation measures in addition to the Park Budget.</p> <p>All of the aforementioned are to the satisfaction of the General Manager, Recreation, Cultural and Facility Services Department</p>	OTTAWA Parks
61.	P8	<p>Once a Facility Fit Plan is submitted and after tree protection fencing has been installed accordingly, both as approved by the General Manager, Recreation, Cultural and Facility Services Department, the Owner may remove vegetation, trees and topsoil from the parks to facilitate rough grading of the area. The City agrees that the Owner may stockpile the topsoil either on or off the parks.</p> <p>If the removal of the native topsoil is required, the Owner agrees to provide replacement topsoil at a sufficient depth and quality for the parks as per City Standards for park topsoil. All work shall proceed in accordance with the applicable By-laws.</p>	OTTAWA Parks
62.	P9	<p>The City acknowledges and agrees that the Owner may use the Parks 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>	OTTAWA Parks

		<p>The Owner agrees contaminated soils shall not be stockpiled on future park areas. The Owner agrees to provide to the City documentation of the source and quality of the soils temporarily stored on the future park areas.</p> <p>The Owner acknowledges and agrees that in the event that the Owner chooses to use the parkland for stockpiling or staging, once this use of the parkland is completed, all materials will be removed from the parkland and a geotechnical report by a qualified and licensed engineer or geoscientist will be submitted. The geotechnical report shall confirm that the subgrade is suitable for its intended use and that no contaminants have been deposited on the parkland. The geotechnical report must indicate the level of soil compaction on the site and conform to City Standards, to the satisfaction of the General Manager, Recreation, Cultural and Facility Services Department.</p> <p>The Owner agrees that any remediation required to the parkland as result of the owners use of the parkland will be at the Owner's expense and will be in addition to the estimated park budget calculated at the per hectare rate as indexed and such remediation work shall be completed to the satisfaction of the General Manager, Recreation, Cultural and Facility Services Department.</p>	
63.	P10	The Owner further agrees to prepare and submit upon registration, for approval all park plans and documents required as noted in the Park Development Manual 2017 based on the approved Facility Fit Plan, all to the satisfaction of the General Manager, Recreation, Cultural and Facility Services Department	OTTAWA Parks
64.	P11	<p>Filling and rough grade the park blocks</p> <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. 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.</p>	OTTAWA Planning Parks
65.	P12	<p>Servicing and final grading of park blocks</p> <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 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</p>	OTTAWA Planning Parks

		<p>Manager, Recreation, Cultural and Facility Services Department and the General Manager, Planning, Infrastructure and Economic Development Department.</p> <p>Unless otherwise specified the Owner shall provide the following services and utilities to all Park Blocks:</p> <ul style="list-style-type: none"> a) A 300mm diameter storm sewer and CB/MH at 2m inside the park property line. b) A 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. 	
66.	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 acknowledge being advised that gates accessing public property are not permitted in the fences.”</p>	OTTAWA Parks
67.	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> <ul style="list-style-type: none"> a) active hard surface and soft surface recreational facilities b) active lighted sports fields and other lit amenities 	OTTAWA Parks
68.	P17	<p>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.</p>	OTTAWA Parks
69.	P18	<p>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</p>	OTTAWA Parks

		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.	
70.	P20	Prior to the acceptance of Park Blocks 323 to 326 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 Park Planner in advance of these works occurring. Any removals/clean up shall follow best forestry practises.	OTTAWA Planning Parks
71.	P21	The Owner acknowledges and agrees to erect on the park blocks at a location selected by the General Manager, Recreation, Cultural and Facility Services a professionally painted sign indicating: Future Parkland No Dumping No Removal of soils or Vegetation All at the expense of the Owner.	OTTAWA Parks
72.	P22	Upon registration of the subdivision and transfer of ownership of the park block to the City, the Owner agrees to provide: 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, 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.	OTTAWA Parks
73.	P23	The Owner acknowledges and agrees that no work within the ROW in front of, or around, any boundary of the park will be a park cost. All ROW work including, tree planting, topsoil and sod, and all hard surface work will be at the Owners' expense. Where a park plaza or landscape feature extends into the ROW as a continual element of the park development, this work may be considered park work at the discretion of the General Manager, Recreation, Cultural and Facility Services.	OTTAWA Parks
74.	P24	The Owner and the General Manager of Recreation, Culture and Facility Services may, if it is mutually beneficial to both parties, enter into an agreement whereby the Owner will provide funding to the City for the design and the construction of the park blocks. The City will proceed to design and construct of the park as per the typical city-build park process as described in the Parks Development Manual and the Master Parkland Agreement. The timing of the park construction will be at the discretion of the City. The expected cost of the parks 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 blocks plus a 5% administrative fee for City forces to	OTTAWA Parks

		execute the 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 m inside the park blocks will remain a subdivision cost to be covered by the Owner separate from the park funding.	
		<u>Hydro One Transmission Corridor</u>	
75.		The Owner agrees to design and construct, at no cost to the City, a 3-metre wide asphalt pathway in the Hydro One Transmission Corridor, Blocks 328 and 329, if requested by the General Manager, Planning, Infrastructure and Economic Development.	OTTAWA Planning Hydro One
76.		The Owner agrees to enter into an agreement with Hydro One Networks to allow for works within the Hydro One corridor, Blocks 328 and 329, if requested by the General Manager, Planning, Infrastructure and Economic Development.	OTTAWA Planning Hydro One
		<u>Environmental Constraints</u>	
77.	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, Infrastructure and Economic Development Department.	OTTAWA Planning CA
78.	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
79.	EC3	The Owner acknowledges and agrees that the construction of the subdivision shall be in accordance with the recommendations of the updated Environmental Impact Statement and Tree Conservation Report and its addendums, the most recent dated October 21, 2020 prepared by Muncaster Environmental Planning Inc.	OTTAWA Planning CA
80.	EC4	The Owner agrees to abide by all appropriate regulations associated with Provincial and Federal statutes for the protection of wildlife, including migratory birds and species at risk.	OTTAWA Planning
		<u>Carp River West Tributary</u>	
81.		The Owner acknowledges and agrees in the subdivision agreement that the Carp River West Tributary is subject to the Mississippi Valley Conservation Authority's Ontario Regulation 153/06, "Development, Interference with Wetlands and	MVCA

	Alterations to Shorelines and Watercourses” regulation, made under Section 28 of the Conservation Authorities Act, R.S.O. 1990, c. C.27, as amended. The regulation requires that the Owner of the property obtain a permit from the Conservation Authority prior to straightening, changing, diverting, or interfering in any way with any watercourse. This includes the proposed enclosure of the Carp River West Tributary.	
82.	The Owner acknowledges and agrees that enclosing the upper reach of the Carp River West Tributary constitutes a HADD (harmful alteration, disruption or destruction of fish habitat), and will require authorization under the Fisheries Act. The owner shall obtain approval for the proposed works from Fisheries and Oceans Canada.	MVCA
83.	The Owner acknowledges and agrees that, as outlined in the Fernbank Community Design Plan Environmental Management Plan (EMP), compensation for any loss of habitat associated with enclosing the upper reach of the Carp River West Tributary will be provided through rehabilitation works within the MVCA owned lands adjacent to the Carp River. The owner shall prepare and implement a detailed compensation plan in accordance with the EMP to the satisfaction of the Mississippi Valley Conservation Authority and the General Manager, Planning and Growth Management.	MVCA
84.	The Owner shall prepare a detailed Stormwater Management Plan to the satisfaction of the MVCA. The report shall be in accordance with the Carp River Watershed Subwatershed Study, the Fernbank Community Design Plan Master Servicing Study, the Fernbank Community Master Servicing Study, the Fernbank Community Design Plan Environmental Management Plan, and the conceptual stormwater management report.	MVCA
85.	The Owner shall erect protective fencing along the setback perimeter of the Hazeldean Tributary riparian corridor prior to any site preparation works within the Subdivision to ensure no disturbance of the corridor during construction. The Owner shall submit an Erosion and Sediment Control Plan prepared by a Professional Engineer in accordance with Current Best Management Practices, and have said plans approved by the MVCA and the General Manager, Planning and Growth Management, and provide certification to the General Manager, Planning and Growth Management through a Professional Engineer that the plans have been implemented. Any changes made to the Plan shall be submitted to the City of Ottawa and the Conservation Authority. The Owner shall implement an inspection and monitoring plan to maintain erosion control measures.	MVCA
86.	The Owner acknowledges and agrees in the subdivision agreement to the retention of the Hazeldean Tributary riparian corridor which is a minimum of 40 metres wide and respects the 1:100 year flood plain; meander-belt allowance; and, a minimum 15 metre aquatic setback from water, identified as Open Space Block 327. Prior to final registration, zoning for the riparian corridor shall be in accordance with the environmental protection nature of these lands	MVCA
	<u>Park-and-Ride Block</u>	

87.		The Owner acknowledges and agrees to confirm that the size of the park-and-ride Block 316 is to the satisfaction of the General Manager, Planning and Growth Management prior to registration.	Planning
88.		The Owner acknowledges and agrees to inform purchaser of units within Blocks 317, 318 and 319 that the properties are abutting a future transit station and park-and-ride facility to be located at the corner of Hazeldean Road and Robert Grant Avenue.	Planning
		<u>Schools (OCDSB)</u>	
89.	SC1	The Owner acknowledges and agrees to reserve Block 321 as an elementary school site for the Ottawa Carleton District School Board on the draft plan of subdivision. The final size, configuration and servicing for the school site shall be to the satisfaction of the Ottawa Carleton District School Board and the General Manager, Planning, Infrastructure and Economic Development Department.	OCDSB
90.	SC2	The Owner agrees to enter into a legal agreement with the Ottawa Carleton District School Board for the reservation of the designated school site known as Block 321 on the draft plan of subdivision for a period of up to seven years from the date of registration of the plan which contains the school site.	OCDSB
91.		The Owner agrees that they shall be required to inform prospective purchaser that school accommodation pressures exist in the Ottawa Carleton District School Board school 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
92.		No uses, such as but not limited to: stormwater management ponds, utility lines or easements of any kind shall be located on designated school blocks without the express written concurrence of the Ottawa Carleton District School Board.	OCDSB
93.		The Owner shall not deposit, nor allow to be deposited, fill, debris, building materials or equipment, not allow vehicle access for any purpose on the designated school block lands of the subdivision, and furthermore, the Owner shall neither remove nor permit to be removed, any fill, top soil, trees or shrubs from the said lands without the express written concurrence of the Ottawa Carleton District School Board.	OCDSB
		<u>Stormwater Management</u>	
94.	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

		All reports and plans shall be to the satisfaction of the General Manager, Planning, Infrastructure and Economic Development Department.	
95.	SW2	<p>(a) Prior to the commencement of construction of any phase of this Subdivision (roads, utilities, any off-site work, etc.) the Owner shall:</p> <ul style="list-style-type: none"> i. have a Stormwater Management Plan and an Erosion and Sediment Control Plan prepared by a Professional Engineer in accordance with current best management practices; ii. provide all digital models and modelling analysis in an acceptable format; iii. have said plans approved by the General Manager, Planning, 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. <p>(b) All submissions and any changes made to the Plan shall be submitted to the satisfaction to the City and the Rideau Valley Conservation Authority.</p> <p>(c) The Owner shall implement an inspection and monitoring plan to maintain erosion control measures.</p>	OTTAWA Planning CA
96.	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
97.	SW4	<p>1. The Owner agree to maintain the stormwater management pond in accordance with the recommendations of the Stormwater Management Plans “Concept Servicing Report/Assessment of Adequacy of Public Services and Stormwater Site Management Kizell Lands, 5618 Hazeldean Road” prepared by Novatech dated August 28, 2020 and “Concept Servicing Report/Assessment of Adequacy of Public Services and Stormwater Site Management Addendums, Kizell Lands, 5618 Hazeldean Road” prepared by Novatech dated February 23, 2018, December 13, 2019, May 29, 2020 and August 28, 2020.</p> <p>until such time as the stormwater management pond has been given Final Acceptance and assumed by the City, all to the satisfaction of the General Manager, Planning, Infrastructure and Economic Development Department.</p>	OTTAWA Planning
98.	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
99.	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

100.	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, Infrastructure and Economic Development Department of the City of Ottawa prior to undertaking any grading alterations.”</p>	OTTAWA Legal
101.	SW8	<p>Where the Owner is required under this Agreement to provide the oversize and/or over-depth storm sewers or open drains in order to make provisions for later development of upstream lands not owned by the Owner herein, as referred to in the approved plans, the City will, insofar as it legally may, require that payment shall be made by the Owner of such upstream undeveloped land which will utilize the said storm sewers as an outlet(s), prior to registration. The amount of payment shall be determined by the General Manager, Planning, Infrastructure and Economic Development Department.</p>	OTTAWA Planning
		<u>Sanitary Services</u>	
102.	SS1	<p>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.</p>	OTTAWA Planning
103.	SS2	<p>Where the Owner is required under this Agreement to provide and install sanitary sewers of a diameter larger and/or at a greater depth than would be required to service the area to be developed, as detailed in the approved plans of this agreement, the Owner shall convey to the City such 0.3m reserves as may be necessary to prevent the Owners and developers of adjacent lands from making connections to the sanitary sewers installed by the Owner, the City will, insofar as it legally may, require other persons connecting to the sewer to pay an equitable share of the cost thereof to the Owner. The amount of payment shall be determined by the General Manager, Planning, Infrastructure and Economic Development Department.</p>	OTTAWA Planning
104.	SS3	<p>As the Owner proposes a road allowance of less than 20 metres, and if the Owner also proposed boulevards between 4.0 and 5.0 metres wide, the Owner shall meet the following requirements:</p> <ul style="list-style-type: none"> a) extend water, sanitary, and storm services a minimum of 2.0 metres onto private property during installation before being capped; b) install high voltage electrical cable through the transformer foundations to maintain adequate clearance from the gas main; c) provide and install conduits as required by each utility; d) provide and install transformer security walls when a 3.0 metres clearance, as required by the Electrical Code, cannot be maintained. The 	OTTAWA Planning

		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.	
		<u>Water Services</u>	
105.	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
106.	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
107.	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
108.	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
109.	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
110.	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
		<u>Serviced Lands</u>	
111.	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, Infrastructure and Economic Development Department, and/or the Province:	OTTAWA Planning

		<ul style="list-style-type: none"> a) Watermains; b) Sanitary Sewers; b) Storm Sewers; c) Roads and traffic plant(s); d) Street Lights; e) Sidewalks; f) Landscaping; g) Street name, municipal numbering, and traffic signs; h) Stormwater management facilities; and i) Grade Control and Drainage. 	
112.	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
113.	SL3	The Owner agrees to provide services oversized and over depth to service lands beyond the limits of the subdivision as required and to the satisfaction of the General Manager, Planning, Infrastructure and Economic Development Department.	OTTAWA Planning
114.	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
		<u>Archaeology</u>	
115.		<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 Tourism and Culture and the General Manager, Planning, Infrastructure and Economic Development Department.</p>	Planning Ministry of Tourism & Culture
		<u>Utilities</u>	
116.	U1	The Owner is hereby advised that prior to commencing any work within the Draft Plan, 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	OTTAWA Planning

		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).	
117.	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
118.	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
119.	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
120.	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
121.	H5	The Owner shall be responsible for servicing the buildings within the property. Only one service entrance per property shall be permitted.	Hydro Ottawa
122.	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
123.	H7	Hydro Ottawa prohibits any change of grade that results in reduced life expectancy of the asset. Any change in grade of more than 0.3m in the vicinity of proposed or existing electric utility equipment shall be reviewed with Hydro Ottawa.	Hydro Ottawa
124.	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	Hydro Ottawa

		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.	
125.	H10	<p>The Owner acknowledges and agrees that prior to commencing Works identified within the Draft Plan; it shall confirm the proposed development is sufficiently serviced by all necessary utilities. The Owner further agrees to comply with all relevant and existing utility Conditions of Service, construction processes and guidelines. The Owner further agrees it shall be responsible for engaging the providers of any necessary utilities to determine servicing for the proposed development and that it shall be responsible for all costs relating to the relocation, placement and/or upgrade of existing or future utility infrastructure for the proposed development. The Owner shall be required to demonstrate to the satisfaction of the General Manager, Planning, 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.</p> <p>The Owner acknowledges and agrees to convey, at their cost, any easements as may be required by the necessary utilities and agrees to abide by all conditions of the City's inhibiting order. The Owner further acknowledges and agrees that such easements shall not be granted on any lands being conveyed to the City, or those proposed to be conveyed to the City. 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.</p>	Hydro Ottawa
		<u>Fire Services</u>	
126.	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
127.	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	OTTAWA Planning

		accordance with the approved drawings/plans. All are to the satisfaction of the General Manager of Planning, Infrastructure and Economic Development Department.	
128.	FUS3	The Owner shall insert a clause in each agreement of purchase and sale and Deed for lands wherein the dwelling contains, or intends to contain, a sprinkler system as follows: “Purchasers are advised that they must maintain the sprinkler system in working order to the satisfaction of the City’s Fire Department. The Purchaser agrees to include this clause in any future purchase and sale agreements.”	OTTAWA Planning
129.	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, two-hour firewalls or fire breaks that compartmentalize the structures into separate fire areas, as may be required, to limit the sizing of crescent, dead-end, and other distribution mains to a nominal size of no more that 200mm. All are to be determined by and to the satisfaction of the General Manager of Planning, Infrastructure and Economic Development Department.	OTTAWA Planning
		<u>Noise Attenuation</u>	
130.	N1	The Owner shall have a Detailed Noise Study undertaken prior to registration 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: 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. 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.	OTTAWA Planning
131.	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
		<u>Land Transfers</u>	

132.	LT1	<p>The Owner shall convey, at no cost to the City, all lands required for public purposes, including but not limited to, reserves, road widening, 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:</p> <ul style="list-style-type: none"> a) Walkway or Servicing Blocks - Blocks 330, 331, 332 and 334 b) Park Blocks – Blocks 323, 324, 325 and 326 c) Open space Block 327 d) Storm Water Management Block – Block 322 	OTTAWA Planning Legal
133.	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>	
134.	B1	<p>The Owner agree that all blasting activities will conform to the City of Ottawa’s standard S.P. No: F-1201 Use of Explosives. Prior to any blasting activities, a pre-blast survey shall be prepared as per F-1201, at the Owner expense for all buildings, utilities, structures, water wells, and facilities likely to be affected by the blast and those within 75 m of the location where explosives are to be used. The standard inspection procedure shall include the provision of an explanatory letter to the owner or occupant and owner with a formal request for permission to carry out an inspection.</p> <p>The Owner agree to provide a Notification Letter in compliance with City specification F-1201. Specification indicates that a minimum of 15 Business days prior to blasting the Contractor shall provide written notice to all owner(s) and tenants of buildings or facilities within a minimum of 150m of the blasting location. The Owner agrees to submit a copy of the Notification Letter to the City.</p>	OTTAWA Planning
		<u>Development Charges By-law</u>	
135.	DC1	The Owner acknowledges that some of the works 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.	OTTAWA Planning Legal
136.	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

137.	DC4	<p>The Owner acknowledges that for building permits issued after January 15, 2010, payment of non-residential development charges, excluding development charges for institutional developments, may be calculated in two installments at the option of the Owner, such option to be exercised by the Owner at the time of the application for the building permit. The non-discounted portion of the development charge shall be paid at the time of issuance of the building permit and the discounted portion of the development charge shall be payable a maximum of two years from the date of issuance of the initial building permit subject to the following conditions:</p> <ul style="list-style-type: none"> a) a written acknowledgement from the Owner of the obligation to pay the discounted portion of the development charges; b) no reduction in the Letter of Credit below the amount of the outstanding discounted development charges; and c) indexing of the development charges in accordance with the provisions of the Development Charges By-law. <p>The Owner further acknowledges that Council may terminate the eligibility for this two-stage payment at any time without notice, including for the lands subject to this agreement and including for a building permit for which an application has been filed but not yet issued.</p> <p>For the purposes of this provision, “discounted portion” means the costs of eligible services, except fire, police and engineered services that are subject to 90% cost recovery of growth-related net capital costs for purposes of funding from development charges. The 10% discounted portion, for applicable services, must be financed from non-development charge revenue sources.</p> <p>“Non-discounted portion” means the costs of eligible services, fire, police and engineered services, that are subject to 100% cost recovery of growth-related net capital costs for purposes of funding from development charges.</p>	OTTAWA Planning Legal
		<u>Survey Requirements</u>	
138.	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 Surveys
139.	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
140.	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>	

141.	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
142.	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
143.	C3	Prior to registration of the Plan of Subdivision, the City is to be satisfied that conditions 1 to 142 have been fulfilled .	OTTAWA Planning
144.	C4	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 Fees under Section 427, of the <i>Municipal Act, 2001</i> , like manner as municipal taxes.	OTTAWA Planning
145.	C5	If the Plan of Subdivision, including all phases within the draft approved plan of subdivision, has not been registered by July xx, 2024, 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
146.	C6	The owner shall pay any outstanding taxes owing to the City of Ottawa prior to registration.	OTTAWA Planning Revenue

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.