

MENU OF CONDITIONS
FOR DRAFT APPROVAL
Theberge Developments (South) Limited
1158 Old Second Line Road

DRAFT APPROVED 27/11/2019

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The City of Ottawa's conditions applying to the draft approval of Theberge Homes Ltd. Subdivision (File No. D07-16-18-0008), 1158 Old Second Line Road, are as follows:

	<p>This approval applies to the draft plan certified by Farley, Smith & Denis Surveying Ltd., Ontario Land Surveyor, dated MONTH, DAY, YEAR, showing 9 Residential Blocks, one private street, one private open space block, one road widening block, and one stormwater management block.</p> <p>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):</p> <p><i>Plans:</i></p> <ol style="list-style-type: none">1) Landscape Plan, Sheet Number L1, prepared by Gino J. Aiello Architect, dated April 2018, revision 4 dated June 15, 2019.2) Tree Conservation Report, prepared by IFS Associates, dated April 19, 2018.3) Existing Conditions Plan, drawing number C00, prepared by EXP Services Inc., dated December 14, 2018, revision 2 dated June 7, 2019.4) Site Servicing Plan, drawing number C01, prepared by EXP Services Inc., dated April 13, 2018, revision 2 dated June 7, 2019.5) Site Grading Plan, drawing number C02, prepared by DSEL, April 13, 2018, revision 5 dated June 7, 2019.6) Detail Sheet, drawing number C03, prepared by EXP Services Inc., dated April 13, 2018, revision 3 dated June 7, 2019.7) Erosion and Sediment Control Plan, drawing number C04, prepared by DSEL, dated March 2018, revision 3 dated June 7, 2019. <p><i>Reports:</i></p> <ol style="list-style-type: none">8) Preliminary Geotechnical Investigation, prepared by EXP Services Inc., dated April 12, 2018.9) Site Servicing and Stormwater Management Report, prepared by EXP Services Inc., December 5, 2018.	
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		The Owner agrees, by entering into a Subdivision Agreement, to satisfy all terms, conditions and obligations, financial and otherwise, of the City of Ottawa, at the Owner’s sole expense, all to the satisfaction of the City.	<u>Clearing Agencyⁱ</u>
		<u>General</u>	
1.	G1	Prior to the issuance of a Commence Work Notification, the Owner shall obtain such permits as may be required from Municipal or Provincial authorities and shall file copies thereof with the General Manager, Planning, 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 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</p>	OTTAWA Planning

		<p>reduced rate 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.	G4	<p>The Owner acknowledges and agrees that any person who, prior to the draft plan approval, entered into a purchase and sale agreement with respect to lots or blocks created by this Subdivision, shall be permitted to withdraw from such agreement without penalty and with full refund of any deposit paid, up until the acknowledgement noted above has been executed.</p> <p>The Owner agrees to provide to the General Manager, Planning, 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
4.	G6	<p>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.</p>	OTTAWA Planning
5.		<p>The Owner acknowledges and agrees that the City will provide curb-side waste collection and recycling collection for the residential units. The Owner agrees to design private roads with turn radii in accordance with the Solid Waste Collection Guidelines and to the satisfaction of the Public Works and Environmental Services Department.</p>	OTTAWA Solid Waste
6.		<p>All exterior lighting proposed for the subject lands shall be installed only in the locations and in accordance with City standards unless otherwise approved in writing by the General Manager, Planning, Infrastructure and Economic Development. Sharp cut-off fixtures or, in exceptional circumstances only, an alternative fixture design approved by the General Manager, Planning, Infrastructure and Economic Development, shall be used to minimize possible lighting glare onto adjacent properties. It is noted that exterior lighting includes exterior building lighting.</p>	OTTAWA Planning

7.	The Owner acknowledges and agrees that should the owner choose not to declare a common elements condominium for the common infrastructure and lands within the subdivision, it shall ensure that the future owner of the freehold units shall enter into a Joint Use, Maintenance and Liability Agreement which shall be binding upon the owners and all subsequent purchasers to deal with the joint use, maintenance and liability of the common elements, including but not limited to any private roadway(s); common grass areas; exterior walls; common parking areas; sewers, watermains, and stormwater infrastructure, for the mutual benefit and joint use of the owners; and any other elements located in the common property; and the Joint Use, Maintenance and Liability Agreement shall be filed with the General Manager, Planning, Infrastructure and Economic Development.	OTTAWA Planning
8.	The Owner acknowledges that the Joint Use, Maintenance and Liability Agreement shall include a requirement that owners pay into a reserve fund for which the monies will be intended to be used to pay for future repairs of the common elements.	OTTAWA Planning
9.	The Owner shall file with the General Manager, Planning, Infrastructure and Economic Development, an opinion from a solicitor authorized to practice law in the Province of Ontario that the Joint Use, Maintenance and Liability Agreement is binding upon the owners of the land and all subsequent purchasers to deal with the matters referred to Condition 9 above.	OTTAWA Planning
10.	The Owner acknowledges and agrees that the Joint Use, Maintenance and Liability Agreement shall be registered on the Owner's lands at no cost to the City, and a copy of the registered agreement shall be provided to the General Manager, Planning, Infrastructure and Economic Development.	OTTAWA Planning
11.	The Owner acknowledges and agrees that the Joint Use, Maintenance and Liability Agreement shall include a clause that transfers all legal and financial obligations required under the Joint Use, Maintenance and Liability Agreement to future owners, successors and assigns in title of the subject lands.	OTTAWA Planning
12.	The Owner acknowledges and agrees that any required access to or physical disturbance of neighbouring lots shall require the written consent of the adjoining property owner, to the satisfaction of the General Manager, Planning, Infrastructure and Economic Development Department.	OTTAWA Planning
13.	The owner agrees to enter into an easement agreement with the City of Ottawa for the stormwater/sewer and water infrastructure within one year of its construction. The owner also undertakes to pay the appropriate fee for the easement on the basis of market value.	OTTAWA CREO

14.		The owner acknowledges that the properties subject to the proposed easement are within the March Landfill Risk Management Area. Any pumping of groundwater within the easement could have potential to mobilize contaminants. The owner must contact the Environmental Remediation Unit (eru/uae@ottawa.ca) prior to any construction activities within the easement.	OTTAWA CREO
15.		The owner agrees to reinstate at their expense, the existing pathway south of Goward Drive if impacted, to the satisfaction of the City.	OTTAWA CREO
16.		The owner agrees that any tree removals required for the easement will be minimized to the extent possible, and will be in accordance with the Tree Conservation Report for the development and/or to Forestry Services' satisfaction. Any wildflower meadow habitat within the Hydro ROW that is disturbed by the installation of the services should be reinstated to the City's and Hydro's satisfaction.	OTTAWA CREO
17.		The owner agrees to obtain a consent to enter City lands prior to construction of the easements.	OTTAWA CREO
18.		The owner agrees to survey at their own expense, the lands that will be subject to the easement and submit them for approval through the City Surveyor prior to deposit.	OTTAWA CREO
19.		The Owner acknowledges and agrees that he shall obtain all clearances from Hydro where drainage and infrastructure may affect hydro easements.	OTTAWA Planning
20.		The Owner acknowledges and agrees that he shall obtain all required easements which may be necessary where site drainage and infrastructure crosses City lands. The Owner further agrees that all infrastructure, drainage and grading transitions shall not encroach onto City lands without proper registered easements and only if approved. These works shall be designed and constructed in accordance with City standards and specifications, to the satisfaction of the Manager of Planning, Infrastructure and Economic Development and at the Owner's cost.	OTTAWA Planning
		<u>Zoning</u>	
21.	Z1	The Owner agrees that prior to registration of the Plan of Subdivision, the Owner shall ensure that the proposed Plan of Subdivision shall conform with a Zoning By-law approved under the requirements of the <i>Planning Act</i> , with all possibility of appeal to the Ontario Municipal Board exhausted.	OTTAWA Planning
22.	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	OTTAWA Planning

		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.	
		<u>Highways/Roads</u>	
23.	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
24.	HR4	The Owner shall convey to the City, at no cost to the City, an unencumbered road widening along Old Second Line Road, adjacent to the subdivision lands, in accordance with the Official Plan. The required widening shall be illustrated on the Draft M-Plan and Final Plan of Subdivision as a dimension from the existing centerline of the public highway to the required widened limit. If it is determined that a widening is not required, the Owner's Surveyor shall illustrate the distance from the existing centerline of the Public Highway to the existing road limit on the Draft M-Plan and the Final Plan of Subdivision. All of which will be to the satisfaction of the City Surveyor.	OTTAWA Planning Surveys
25.	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
26.	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
27.	HR12	Where land has been dedicated for road widening purposes as part of the planning process, where the Owner receives no financial compensation or in-kind consideration in exchange for the widening, and where the City deems that the land is no longer required for that purpose, the lands may be conveyed back to the original Owner, or its successor in title, for \$1.00. The Owner shall be responsible for all costs to complete said conveyance, including administrative fees, unless otherwise determined by the General Manager, Planning, Infrastructure and Economic Development Department.	OTTAWA Planning
28.	HR14	The Owner covenants and agrees to: <ul style="list-style-type: none"> a) obtain approval for a Common Elements Condominium, or other agreement as deemed appropriate, which condominium or other agreement once registered on title, will set out the obligations between the co-Owners of the common elements for the operation 	OTTAWA Planning Legal

		<p>and maintenance of the private streets, private watermains, private hydrants and private water services, such agreement to be to the satisfaction of the City Solicitor.</p> <p>b) design all private watermains within the subdivision to the satisfaction of the City, and it will pay all related costs, including the cost of connection, inspection, and disinfection by City personnel.</p> <p>c) install the private infrastructure services in accordance with the staging schedule approved by the City.</p>	
29.	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
30.		Any portion of the lands which is intended to be used for snow storage shall be shown on the approved Landscape Plan or as otherwise approved by the General Manager, Planning, Infrastructure and Economic Development. The grading and drainage patterns and/or servicing of the site shall not be compromised by the storage of snow. Snow storage areas shall be setback a minimum of 1.5 metres from property lines, foundations, fencing or landscaping. Snow storage areas shall not occupy driveways or any portion of a road allowance.	OTTAWA Planning
31.		<p>(a) The Owner acknowledges and agrees it shall provide for, install and maintain, at its own expense, all regulatory traffic signage, in accordance with the City's Municipal Addressing By-law 2014-78, as amended.</p> <p>(b) The Owner acknowledges and agrees it shall provide for, install and maintain, at its own expense, all temporary street name signs, in accordance with the City's Municipal Addressing By-law 2014-78, as amended, for any private road within the area controlled by this Agreement.</p> <p>(c) The Owner acknowledges and agrees it shall, at its own expense, make arrangements for the City to provide, install, and maintain all permanent street name signs, in accordance with the City's Municipal Addressing By-law 2014-78, as amended, and to City Specifications or Standards.</p>	OTTAWA Planning BCS
32.		The Owner acknowledges and agrees it shall obtain approval from the Chief Building Official, Building Code Services prior to installation of any signs on the subject lands. The Owner further acknowledges and agrees that any such signs shall be installed in a location to the satisfaction of the Chief Building Official, Building Code Services and the General Manager, Planning, Infrastructure and Economic Development, and in accordance	OTTAWA Planning BCS

		with the City’s Permanent Signs on Private Property By-law No. 2016-326, as amended.	
		<u>Geotechnical</u>	
33.	GT1	<p>Where special soils conditions exist, the Owner covenants and agrees that the following clause shall be incorporated into all agreements of purchase and sale for Lots (<i>insert lots numbers</i>). and included in the municipal covenant agreement against the title:</p> <p>“The Owner acknowledges that special soils conditions exist on this lot which will require:</p> <ul style="list-style-type: none"> (a) a geotechnical engineer licensed in the Province of Ontario to approve any proposal or design for a swimming pool installation or other proposal requiring an additional building permit on this lot prior to applying for a pool enclosure permit or installing the pool; and (b) the Owner to submit a copy of the geotechnical engineer’s or geoscientists report to the General Manager, Planning, 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
	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; 	OTTAWA Planning

		<p>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:</p>	
34.		The Owner acknowledges and agrees that the geotechnical investigation shall evaluate the effect of vibration on neighbouring properties as it relates to bedrock removal via methodologies other than blasting. The Owner further agrees that the Geotechnical study shall make recommendations as to a pre construction survey area for properties neighbouring this site. This shall be at the Owner's cost and shall be implemented regardless of bedrock removal methodology.	OTTAWA Planning
35.		The Owner acknowledges and agrees that the geotechnical investigation shall further evaluate the effects of vibration on neighbouring properties as it relates to bedrock removal via methodologies other than blasting. The Owner further agrees that the Geotechnical study shall make recommendations as to a pre-construction survey area for properties neighbouring this site. This shall be at the Owner's cost and shall be implemented regardless of bedrock removal methodology.	OTTAWA Planning
		<u>Pathways, Sidewalks, Walkways, Fencing, and Noise Barriers</u>	
36.	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
37.	S5	<p>The Owner agrees to connect all new pathways, sidewalks, walkways to the existing pathways, sidewalks, walkways located at the following locations:</p> <ul style="list-style-type: none"> • Along Old Second Line Road • Realignment of the path in the Hydro Corridor? 	OTTAWA Planning
38.	S6	<p>a) The Owner agrees to design and construct 1.5 metre black vinyl-coated chain link fences in accordance with the Fence By-law at the following locations:</p> <ul style="list-style-type: none"> • Continuous along the entire boundary of the hydro corridor. 	OTTAWA Planning

		<p>All chain link fencing that separate public lands and residential lots and blocks shall have a maximum opening (the diamond shape area) of no greater than 37 mm in order to comply with the applicable part of the “Pool Enclosure By-Law”.</p> <p>b) The Owner agrees that any vinyl-coated chain link fence required to be installed with the exception of parks fencing shall be located a minimum of 0.15 metres inside the property line of the private property.</p>	
39.	S10	<p>The Owner shall insert a clause in each agreement of purchase and sale and shall be registered as a notice on title in respect of all lands which fences have been constructed stating that:</p> <p>“Purchasers are advised that they must maintain all fences in good repair, including those as constructed by <i>(Theberge Homes (South) Ltd.)</i> 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
40.		<p>The Owner agrees that all fencing shall be designed and constructed in locations that are to be to the satisfaction of the General Manager, Planning, Infrastructure and Economic Development Department. All fencing shall be constructed to city specifications and in accordance with the Fence By-law.</p>	OTTAWA Planning
41.		<p>The Owner agrees to design and construct a continuation of the 3.0 metres multi-use pathway along the frontage of the property (Old Second Line Road) from the southern most boundary to Goward Drive.</p>	OTTAWA Planning
42.		<p>The Owner agrees to remove the portion of the existing asphalt pathway currently on private property and relocate to align with the existing asphalt pathway in the hydro corridor.</p>	
43.		<p>a) The Owner agrees to design and erect at no cost to the City, noise attenuation barriers in accordance with City specifications, as per the recommendations of the resubmission of 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

		<u>Landscaping/Streetscaping</u>	
44.	LS1	<p>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).</p> <p>The landscape plan(s) shall include detailed planting locations, plant lists which include species, plant form and sizes, details of planting methods, pathway widths and materials, access points, fencing requirements and fencing materials, other landscape features and gateway features where required.</p> <p>The Owner agrees to implement the approved landscape plan(s) and bear all costs and responsibility for the preparation and implementation of the plan(s).</p> <p>The Owner agrees that where sensitive marine clay soils are present, and the geotechnical report has satisfied the applicable conditions of the Tree Planting in Sensitive Marine Clay Soils - 2017 Guidelines, confirmation of adequate soil volumes in accordance with the subject guidelines shall be provided by a Landscape Architect prior to zoning approval.</p> <p>All of the aforementioned are to the satisfaction of the General Manager, Planning, Infrastructure and Economic Development Department.</p>	OTTAWA Planning Forestry
45.	LS2	<p>The Owner agrees that for all single detached and semi-detached lots, a minimum of 1 tree per interior lot and 2 trees per exterior side yard lots (i.e. corner lots) shall be provided on the landscape plan(s).</p> <p>In areas of low/medium plasticity sensitive marine clay soils, the following exceptions in accordance with the Tree Planting in Sensitive Marine Clay Soils - 2017 Guidelines will apply in order to maximize the number of medium size trees:</p> <ol 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 	OTTAWA Planning Forestry

		<p>lot), even if the abutting properties form a continuous greenspace between driveways.</p> <p>d) If trees need to be replaced, Forestry staff reserve the right to plant appropriate size trees at one tree per lot.</p> <p>Along park frontages, the Landscape Plan shall locate trees at a 6-8 metre on-centre separation distance along the full extent of the road right-of-way abutting any park block(s).</p> <p>Should specific site constraints prevent the required allocation of trees, the remaining number of required trees shall be provided within any proposed park(s), open space or environmental blocks, non-residential road right-of-way frontages, stormwater management facility(s), or other suitable alternative locations, to the satisfaction of the General Manager, Planning, Infrastructure and Economic Development Department.</p>	
46.		The Owner agrees to reinstate any disturbed vegetation within the hydro corridor as a result of relocation of the pathway to the satisfaction of the General Manager, Planning, Infrastructure and Economic Development Department.	OTTAWA Planning
		<u>Tree Conservation</u>	
47.	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
48.	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
49.		The Owner acknowledges and agrees that all trees to be retained, as shown on the approved Landscape Plan and identified in the Tree Conservation Report shall be protected in accordance with the City's required tree protection measures. At a minimum, the following tree protection measures shall be applied during all on-site works:	OTTAWA Planning

		<ul style="list-style-type: none"> a. Erect a fence at the critical root zone (CRZ) of trees, defined as ten (10 cm) centimetres from the trunk for every centimetre of trunk DBH (i.e., CRZ=DBH x 10cm); b. Tunnel or bore when digging within the CRZ of a tree; c. Do not place any material or equipment within the CRZ of the tree; d. Do not attach any signs, notices or posters to any tree; e. Do not raise or lower the existing grade within the CRZ without the approval of the General Manager, Planning, Infrastructure and Economic Development; f. Do not damage the root system, trunk or branches of any tree; and g. Ensure that exhaust fumes from all equipment are not directed towards any tree's canopy. 	
		<p><u>Gateway Features</u></p>	
<p>50. GF3</p>		<p>The Owner acknowledges and agrees that any proposed Private/Condo Gateway Feature(s) located on private property shall be designed, constructed and certified by a qualified professional and shall be in accordance with the City's Design Guidelines for Development Application Gateway Features, applicable by-laws and policies. The Private/Condo Gateway Feature shall be subject to the approval of the Chief Building Official.</p> <p>Prior to the earlier of registration or installation, the Owner shall deposit security to meet the on-going maintenance obligations of the Feature by the Owner for a one-year period after the construction of the Feature. The security will not be reduced or released until the expiration of the one-year period and until the time a certification by a qualified professional confirming that the Feature is constructed in accordance with the Guidelines and approved plans and is in a good state of repair is provided.</p> <p>The Owner shall be required to maintain the Private/Condo Gateway Feature in a state of good repair at all times and in perpetuity, at no cost to the City. A maintenance clause will be required in the Condo or Common Elements agreement(s) to reflect the foregoing.</p> <p>All of the aforementioned are to the satisfaction of the General Manager, Planning, Infrastructure and Economic Development Department.</p>	<p>OTTAWA Planning</p>

		<u>Parks</u>	
51.	P1	<p>In accordance with the <i>Planning Act</i> and the City of Ottawa Parkland Dedication By-law, the Owner shall:</p> <p>a) provide cash-in-lieu of parkland on the subject lands within Ward 6 such value of the land to be determined by the City's Realty Services Branch. The Applicant shall bear the cost of any appraisal costs incurred by the City;</p> <p>all to the satisfaction of the General Manager, Recreation, Cultural and Facility Services Department.</p>	
		<u>Environmental Constraints</u>	
52.	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
53.	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
54.	EC3	<p>The Owner acknowledges and agrees that the construction of the subdivision shall be in accordance with the recommendations of (1158 Old Second Line Road, Addendum to 2013 Environmental Impact Assessment and Tree Conservation Report , File D07-16-18-0008 by Holly Bickerton prepared 4 March 2019:</p> <ul style="list-style-type: none"> To reduce loss of tree cover, a 2 m vegetated buffer (trees <10 cm diameter) will be retained on the north and south boundaries, and a small area of trees adjacent the hydro line, as per a 2018 Tree Conservation Report. Street tree plantings are also identified in a Landscape Plan. <p>Current procedures to identify potential impacts to Species at Risk have been completed for the subject property, and a low potential for impact to Blanding's Turtle was identified. Avoidance activities including fencing of</p>	OTTAWA Planning

		the property and regular monitoring are to be undertaken to eliminate any risk to Blanding's Turtles as per Appendix 3 of the EIS (AAF).	
55.	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
56.	EC12	Where required, the Owner shall prepare, to the satisfaction of the General Manager, Planning, Infrastructure and Economic Development Department, an Owner Awareness Package (OAP) highlighting the advantages and responsibilities of a homeowner living in or adjacent to a natural area. The OAP shall describe the natural attributes of the community and the importance of good stewardship practices to ensure the long-term health and sustainability of the Natural Heritage System. Topics to be discussed include, but are not limited to, reducing environmental impacts from common household activities (e.g., water conservation, yard waste disposal, chemical use and storage, etc.), avoiding human-wildlife conflicts, and recommendations of locally appropriate native species for landscaping. The OAP shall be distributed to all purchasers with the Agreement of Purchase and Sale.	OTTAWA Planning CA
		<u>Schools</u>	
57.		The Owner agrees to inform prospective purchasers that school accommodation pressures exist in the Ottawa-Carleton District School Board 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
		<u>Stormwater Management</u>	
58.	SW1	The Owner shall provide any and all stormwater reports (list of reports, for example, a Stormwater Site Management Plan in accordance with a Conceptual Stormwater Site Management Plan) that may be required by the City for approval prior to the commencement of any works in any phase of the Plan of Subdivision. Such reports shall be in accordance with any watershed or subwatershed studies, conceptual stormwater reports, City or Provincial standards, specifications and guidelines. The reports shall include, but not be limited to, the provision of erosion and sedimentation control measures, implementation or phasing requirements of interim or permanent measures, and all stormwater monitoring and testing requirements. All reports and plans shall be to the satisfaction of the General Manager, Planning, Infrastructure and Economic Development Department.	OTTAWA Planning CA

59. SW2	<p>(a) Prior to the commencement of construction of any phase of this Subdivision (roads, utilities, any off site work, etc.) the Owner shall:</p> <ul style="list-style-type: none"> i. have a Stormwater Management Plan and an Erosion and Sediment Control Plan prepared by a Professional Engineer in accordance with current best management practices; ii. (if appropriate) provide all digital models and modelling analysis in an acceptable format; iii. have said plans approved by the General Manager, Planning, 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 (specify Mississippi Valley / Rideau Valley / South Nation) Conservation Authority.</p> <p>(c) The Owner shall implement an inspection and monitoring plan to maintain erosion control measures.</p>	OTTAWA Planning CA
60. SW3	<p>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.</p>	OTTAWA Planning
61. SW6	<p>The Owner agrees that the development of the Subdivision shall be undertaken in such a manner as to prevent any adverse effects, and to protect, enhance or restore any of the existing or natural environment, through the preparation of any storm water management reports, as required by the City.</p>	OTTAWA Planning
62. 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</p>	OTTAWA Legal

	Development Department of the City of Ottawa prior to undertaking any grading alterations.”	
63.	The Owner shall ensure that an operation and maintenance manual is prepared and submitted in relation to the Common Elements Stormwater management facility and infrastructure. This shall be to the satisfaction of the Manager of Planning, Infrastructure and Economic Development and at the owner’s cost.	OTTAWA Planning
64.	The Owner agrees that measures shall be implemented to ensure no snow is pushed in storm facility.	OTTAWA Planning
65.	The detailed design for SWM shall include a recognized form of pre-treatment to assist in achieving an updated quality control target of ‘Enhanced Treatment’ for Shirley’s Brook.	CA
66.	The Owner acknowledges and agrees that it shall include all of the services and stormwater management and conveyance system infrastructure and major overland flow routes as common elements. The Owner further agrees that it shall register a joint use and maintenance agreement and shall have a reserve fund in place for the private infrastructure.	OTTAWA Planning
67.	<p>The Owner acknowledges and agrees that any new storm sewers to be installed as part of this development shall not be connected to the City’s existing storm sewer system until such time as either:</p> <p>(a) a certificate of conformance and As-Built drawing(s) have been received from a Professional Engineer, licensed in the Province of Ontario, certifying that all required inlet control devices have been properly installed to City Standards or Specifications, and that the storm sewer system has been installed in accordance with the approved engineering drawings for site development and City Sewer Design Guidelines. The inlet control devices shall be free of any debris; or</p> <p>(b) a flow limiting orifice plate, designed by a Professional Engineer licensed in the Province of Ontario and to the satisfaction of the City, has been installed at the storm water outlet prior to connecting any upstream storm sewers. Such orifice plate shall not be removed until subsection (a) above has been satisfied and approved by the General Manager, Planning, Infrastructure and Economic Development Department.</p>	OTTAWA Planning

		<u>Sanitary Services</u>	
68.	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
69.		The Owner acknowledges and agrees that while the site is under construction, any water discharged to the sanitary sewer due to dewatering shall meet the requirements of the City's Sewer Use By-law No. 2003-514, as amended.	OTTAWA Planning
		<u>Water Services</u>	
70.	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
71.	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
72.	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
73.	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
74.		The Owner acknowledges and agrees that the water plant within the lands is a private watermain. The Owner further acknowledges and agrees that the private watermain and appurtenances thereto are to be maintained by the Owner at its own expense, in perpetuity. The Owner performing maintenance on critical infrastructure, such as private watermains and private fire hydrants, shall maintain adequate records as proof of having done so in accordance with applicable regulations, and that the records shall be retained for review by the City and or the Fire Department when requested.	OTTAWA Planning

		<u>Serviced Lands</u>	
75.	SL1	<p>The Owner shall be responsible for the provisions of the following works, including oversizing and over depth (where appropriate), at its cost, in accordance with plans approved by the General Manager, Planning, Infrastructure and Economic Development Department, and/or the Province:</p> <ul style="list-style-type: none"> a. Watermains; b. Sanitary Sewers; c. Storm Sewers; d. Roads and traffic plant(s); e. Street Lights; f. Sidewalks; g. Landscaping; h. Street name, municipal numbering, and traffic signs; i. Stormwater management facilities; and j. Grade Control and Drainage. 	OTTAWA Planning
76.	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
77.	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
78.		<p>The Owner acknowledges and agrees that the Water Plant and sewer service within the lands is a private system, including Private Services and sewer services and appurtenances, and the Owner acknowledges and agrees that it is responsible for the operation, maintenance and/or replacement, in perpetuity, of the Private Services and sewer system, including the Private Watermains, private hydrants, private sanitary and storm sewer infrastructure (collectively the “private system”) which are located on the lands and that the Owner will retain copies of all the associated Work and maintenance contracts, and make said contracts available for inspection upon demand by the City.</p> <p>Further, the Owner acknowledges and agrees to have a Professional Engineer, licensed in the Province of Ontario, conduct regular inspections of the water system and sewer system, which includes a leak detection survey at least every five (5) years and a video of the sanitary sewer system to check for major water infiltration into the private system. Copies</p>	OTTAWA Planning

		of the inspection reports and videos shall be provided to the General Manager, Public Works and Environmental Services and Fire Services. The Owner further acknowledges and agrees that as part of the Owner's ongoing maintenance responsibility for the private system, repairs to the system must be completed immediately to correct any deficiencies which contribute to water loss or leakage of infiltration within the private system. Any deficiencies shall be immediately reported to the City. The Owner acknowledges and agrees to notify the General Manager, Public Works and Environmental Services when such repairs have been completed.	
79.		The Owner shall have competent Professional Engineering inspection personnel on-site during the period of construction, to supervise the Works, and the General Manager, Planning, Infrastructure and Economic Development Department, shall have the right at all times to inspect the installation of the Works. The Owner acknowledges and agrees that should it be found in the sole opinion of the General Manager, Planning, Infrastructure and Economic Development Department, that such personnel are not on-site or are incompetent in the performance of their duties, or that the said Works are not being carried out in accordance with the approved plans or specifications and in accordance with good engineering practice, then the General Manager, Planning, Infrastructure and Economic Development Department, may order all Work in the project to be stopped, altered, retested or changed to the satisfaction of the General Manager, Planning, Infrastructure and Economic Development Department.	OTTAWA Planning
80.		The Owner acknowledges and agrees that the private sewers and appurtenances thereto are to be maintained by the Owner at its own expense, in perpetuity. The Owner performing maintenance on infrastructure, such as private sewers and underground stormwater management chambers and major overland flow routes, shall maintain adequate records as proof of having done so in accordance with applicable regulations, and that the records shall be retained for review by the City when requested. This shall all be at the Owner's cost.	OTTAWA Planning
		<u>Utilities</u>	
81.	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	OTTAWA Planning

		/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).	
82.	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
83.	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
84.	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
85.	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
86.	H5	The Owner shall be responsible for servicing the buildings within the property. Only one service entrance per property shall be permitted.	Hydro Ottawa
87.	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
88.	H7	Hydro Ottawa prohibits any change of grade that results in reduced life expectancy of the asset. Any change in grade of more than 0.3m in the vicinity of proposed or existing electric utility equipment shall be reviewed with Hydro Ottawa. The proposed grade change around XX [state where] is more than 0.3m.	Hydro Ottawa

89. H8	<p>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.</p>	Hydro Ottawa
90. H9	<p>The Owner is advised that there are overhead medium voltage overhead lines along the west side of the property. The Owner shall ensure that no personnel or equipment encroaches within three metres (3.0m) of the Hydro Ottawa overhead medium voltage distribution lines, unless approved by Hydro Ottawa. The Owner shall contact Hydro Ottawa prior to commencing work when proposing to work within 3.0m of the Hydro Ottawa distribution lines as noted above. No such work shall commence without approval of Hydro Ottawa.</p>	Hydro Ottawa
91. 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, without City's approval.</p> <p>Should any lands owned or proposed to be owned by the City be encumbered as a result of these conditions, the Owner shall bear the sole responsibility and costs associated with correcting such actions, including but not limited to the conveyance of additional lands, the relocation of any</p>	Hydro Ottawa

	such easements or infrastructure as may be deemed appropriate by the General Manager, Planning, Infrastructure and Economic Development.	
92.	Prior to HONI providing its final approval, the developer must make arrangements satisfactory to HONI for lot grading and drainage. Digital PDF copies of the lot grading and drainage plans (true scale), showing existing and proposed final grades, must be submitted to HONI for review and approval. The drawings must identify the transmission corridor, location of towers within the corridor and any proposed uses within the transmission corridor. Drainage must be controlled and directed away from the transmission corridor.	Hydro One
93.	Any development in conjunction with the subdivision must not block vehicular access to any HONI facilities located on the transmission corridor. During construction, there must be no storage of materials or mounding of earth, snow or other debris on the transmission corridor.	Hydro One
94.	At the developer's expense, temporary fencing must be placed along the transmission corridor prior to construction, and permanent fencing must be erected where subdivision lots directly abut the transmission corridor after construction is completed.	Hydro One
95.	The costs of any relocations or revisions to HONI facilities which are necessary to accommodate this subdivision will be borne by the developer. The developer will be responsible for restoration of any damage to the transmission corridor or HONI facilities thereon resulting from construction of the subdivision.	Hydro One
96.	HONI's easement rights must be protected and maintained.	Hydro One
97.	The Owner acknowledges and agrees to meet all of Enbridge Gas's requirements for servicing of the subdivision, including provision of easements, any required relocations of gas mains, and installation of a pressure reducing regulator station, if deemed by Enbridge to be needed.	OTTAWA Enbridge
98.	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 Rogers. 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.	OTTAWA Rogers

99.		The Owner agrees to coordinate the preparation of an overall utility distribution plan which will show 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.	OTTAWA Rogers
100.		The Owner agrees to arrange for and pay the costs associated with any relocation of existing services which is necessary because of the subdivision development.	OTTAWA Rogers
		<u>Fire Services</u>	
101.	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
102.	FUS2	The Owner acknowledges and agrees that measures which include, but are not limited to, active fire protection measures such as sprinkler systems, two-hour firewalls that compartmentalize the structure into separate fire areas, and oversized services and/or oversized plumbing shall require the posting of securities to guarantee their installation, prior to registration. The securities will be released upon receiving a letter signed and sealed by a Professional Engineer licensed in the Province of Ontario certifying that construction was carried out in accordance with the approved drawing(s)/plan(s). All are to the satisfaction of the General Manager of Planning, Infrastructure and Economic Development Department.	OTTAWA Planning
103.	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 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

104.	The Owner acknowledges and agrees to obtain approval from Ottawa Fire Services that the proposed lot configuration and private road can be adequately served by fire services in accordance with Ottawa Fire Services requirements and guidelines.	OTTAWA OFS
	<u>Noise Attenuation</u>	
105. N1	<p>The Owner shall resubmit the 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:</p> <ul style="list-style-type: none"> i. the City of Ottawa’s Environmental Noise Control Guidelines, as amended; and ii. address, and be in accordance with, the current version of the Association of Professional Engineers of Ontario Guidelines for Professional Engineers providing Acoustical Engineering Services in Land Use Planning. <p>The study shall provide all specific details on the methods and measures required to attenuate any noise that exceeds the allowable noise limits in locations as determined by the recommendations of the Noise Assessment Study.</p>	OTTAWA Planning
	<u>Land Transfers</u>	
106. 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 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:</p> <ul style="list-style-type: none"> i. Road Widening Block – 13 	OTTAWA Planning Legal
107. 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
108.	Prior to the registration of this Agreement, the Owner shall grant in favour of common elements, an unencumbered Drainage easement along major overland flow routes South of lots 5 through 9, East of lots 1, 2 and 3, East of part 4 and east and west of lot 9 and through neighbouring properties to the North and East of house 4 as shown on the approved Drainage Plan,	OTTAWA Planning

	<p>to the satisfaction of the General Manager of Planning, Infrastructure and Economic Development. The Owner shall provide a Reference Plan for registration, indicating the drainage easements, to the City Surveyor for review and approval prior to its deposit in the Land Registry Office. Such reference plan must be tied to the Horizontal Control Network in accordance with the municipal requirements and guidelines for referencing legal surveys. The Owner acknowledges and agrees to provide an electronic copy of the Transfer and a copy of the deposited reference plan to the City Clerk and Solicitor prior to registration of the easement. All costs shall be borne by the Owner.</p>	
109.	<p>The Owner acknowledges and agrees it shall grant to the City, at the Owner's expense, a Blanket Easement over the lands, with the right and licence of free, uninterrupted, unimpeded and unobstructed access to the City to enter on and to pass at any and all times, on, over, along and upon the lands with or without vehicles, supplies, machinery and equipment for all purposes necessary or convenient to construct, maintain, repair and replace the Private Watermains, Private Service Posts and fire hydrants at the Owner's expense. The Owner acknowledges and agrees that notwithstanding the rights granted to the City under the grant of easement, the Owner remains responsible at all times for the maintenance, inspection, alteration, repair, replacement and reconstruction of the utility in the said lands during their term of use. The Owner acknowledges and agrees to provide an electronic copy of the Transfer of Easement prior to the execution of this Agreement by the City, to the satisfaction of the City Clerk and Solicitor. All costs shall be borne by the Owner.</p>	<p>OTTAWA Planning Legal</p>
	<p><u>Blasting</u></p>	
110. 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 150 m of the blasting location. The Owner agrees to submit a copy of the Notification Letter to the City.</p>	<p>OTTAWA Planning</p>

111.	The Owner acknowledges and agrees that the geotechnical investigation shall further evaluate the effects of vibration on neighbouring properties as it relates to bedrock removal via methodologies other than blasting. The Owner further agrees that the Geotechnical study shall make recommendations as to a pre-construction survey area for properties neighbouring this site. This shall be at the Owner's cost and shall be implemented regardless of bedrock removal methodology.	OTTAWA Planning
112.	The Owner agrees that prior to early servicing or registration to submit a Groundwater Impact Assessment to the satisfaction of the General Manager, Planning, Infrastructure and Economic Development. The Groundwater Impact Assessment must assess baseline conditions, outline the requirements for a baseline water quality sampling program and assess the potential impact of the development.	
113.	The Owner agrees that prior to early servicing or registration, the Owner shall submit a Hydrogeological Baseline Water Quality Sampling Program, for review and approval by the City, in accordance with the recommendations of the Ground Water Impact Assessment. Prior to contacting the residents, the pre-survey letter is to be reviewed and approved by the City.	OTTAWA Planning
114.	The Owner agrees that the Hydrogeological Baseline Water Quality Sampling Program will apply to all properties serviced by individual private wells and located within the area recommended in the approved Groundwater Impact Assessment mentioned above, which will include, at a minimum, all properties either wholly or partially within the 250 metre boundary. All properties within this designated boundary are to be sampled. Any exception will require a thorough rationale documenting why the property could not be sampled.	OTTAWA Planning
115.	The Owner acknowledges and agrees that in the case of a complaint filed with the City with respect to impact on domestic water supply by a residence identified in the Hydrogeological Baseline Water Quality Sampling Program, unless otherwise indicated in writing by the City, the Owner shall provide a temporary water supply within twelve (12) hours of a legitimate complaint. The Owner shall retain a qualified Professional Geoscientist or Engineer to investigate the cause of the problem and shall submit a report within fifteen (15) working days of the complaint to the City for review. Should the General Manager, Planning, Infrastructure and Economic Development determine that the cause of the problem is the subdivision, the Owner shall provide the residence with a permanent water supply in a timely manner with equivalent or better quality and quantity, consisting of either:	OTTAWA Planning

		<ul style="list-style-type: none"> i. A new well, complete with a pump, piping and all appurtenances required to provide potable water to the house, including the abandonment of the existing well; or ii. If possible connection to municipal water, including all associated costs to bring the service to the house, including abandonment of the existing well. The temporary water supply shall remain in place until the permanent water supply has been provided or the City has determined that the Owner is not responsible. 	
116.		The Owner acknowledges and agrees that, prior to commencement of any blasting operations, seismographs shall be installed at strategic locations, which may change during blasting activities, in consultation with the consulting engineer who prepared the Groundwater Impact Assessment and undertake a monitoring and reporting program in accordance with recommendations made by the consulting hydrogeologist, to the satisfaction of the City.	OTTAWA Planning
		<u>Development Charges By-law</u>	
117. 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
118. 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 	OTTAWA Planning Legal

	<p>c) indexing of the development charges in accordance with the provisions of the Development Charges By-law.</p> <p>The Owner further acknowledges that Council may terminate the eligibility for this two-stage payment at any time without notice, including for the lands subject to this agreement and including for a building permit for which an application has been filed but not yet issued.</p> <p>For the purposes of this provision, “discounted portion” means the costs of eligible services, except fire, police and engineered services that are subject to 90% cost recovery of growth-related net capital costs for purposes of funding from development charges. The 10% discounted portion, for applicable services, must be financed from non-development charge revenue sources.</p> <p>“Non-discounted portion” means the costs of eligible services, fire, police and engineered services, that are subject to 100% cost recovery of growth-related net capital costs for purposes of funding from development charges.</p>	
	<u>Survey Requirements</u>	
119. 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
120. 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
121. 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>	
122. 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
123. 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
124. C3	The owner shall pay any outstanding taxes owing to the City of Ottawa prior to registration.	OTTAWA Planning Revenue

125. C4	Prior to registration of the Plan of Subdivision, the City is to be satisfied that conditions 1 to 127 have been fulfilled.	OTTAWA Planning
126. 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
127. C6	If the Plan(s) of Subdivision, including all phases within the draft approved plan of subdivision, has not been registered by November 27, 2022, the draft approval shall lapse pursuant to Section 51 (32) of the <i>Planning Act</i> . Extensions may only be granted under the provisions of Section 51 (33) of said <i>Planning Act</i> prior to the lapsing date.	OTTAWA Planning

ⁱ For Clearing Agencies:

“Planning” refers to Planning Services.

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

“Legal” refers to Legal Services.

“Parks” refers to Parks and Facilities Planning Services.

“BCS” refers to Building Code Services.

“Transit” refers to Transit Planning.

“Transpo Plg” refers to Transportation Planning.

“Forestry” refers to Forest Management.

“MTCS” refers to the Ministry of Tourism, Culture and Sport.

“Revenue” refers to Revenue Services.

“Surveys” refers to Surveys & Mapping/City Surveyor.

“OFS” refers to Ottawa Fire Services