

MENU OF CONDITIONS
FOR DRAFT APPROVAL
FORMASIAN DEVELOPMENT CORPORATION
1919 MAPLE GROVE ROAD SUBDIVISION

DRAFT APPROVED 06/08/2024

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The City of Ottawa's conditions applying to the draft approval of Formasian Development Corporation's 1919 Maple Grove Road Subdivision (File No. D07-16-19-0018), 1919 Maple Grove Road, are as follows:

	<p>This approval applies to the draft plan certified by John H. Gutri, Ontario Land Surveyor, dated November, 2, 2023, showing 20 residential lots, 6 streets, 8 residential blocks, 2 pathway blocks, 1 park block, 1 road widening block, 2 reserve blocks, 2 blocks to be consolidated with the neighbouring property owner, and 1 block to be conveyed to the City for the future extension of Stittsville Main Street.</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) Phase 1 Environmental Site Assessment, 1919 Maple Grove Road, prepared by Paterson Group Inc., Report PE4308-1, dated May 11, 2018. 2) Functional Servicing and Stormwater Management Report for Formasian Development Corp. 1919 Maple Grove Road, prepared by DSEL, Project No. 16-861, dated August 2019, Revision 6 dated April 2023. 3) Geotechnical Investigation Report, 1919 Maple Grove, prepared by Paterson Group, Report PG4507-1, dated July 20, 2018, Revision 2 dated March 24, 2020. 4) Environmental Impact Statement and Tree Conservation Report, 1919 Maple Grove Road, prepared by Kilgour Associates Ltd., dated August 10, 2018. 5) 1919 Maple Grove Comment Response Memo – Environmental Impact Statement, prepared by Kilgour & Associates Ltd., File FORM663.1, dated June 8, 2020. 6) 1919 Maple Grove Transportation Impact Assessment (TIA) Report, prepared by IBI Group, dated March 2018, Revision 3 dated April 2019. 7) Memorandum - Transportation Impact Assessment Addendum 1, 1919 Maple Grove Road, prepared by IBI, Project No. 39124, dated April 23, 2021. 8) Noise Control Feasibility Study, 1919 Maple Grove Road, prepared by IBI, Project No. 39124-5.2.2., dated April 2021. 9) Draft Plan of Subdivision, prepared by Fairhall, Moffatt & Woodland, dated November 2, 2023 10) 1919 Maple Grove Master Plan, A-001, prepared by 110 Architects Inc., dated 2023-11-09. 	
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	Subject to the conditions below, these plans and reports may require updating and/or additional details prior to final approval.	
	The Owner agrees, by entering into a Subdivision Agreement, to satisfy all terms, conditions and obligations, financial and otherwise, of the City of Ottawa, at the Owner's sole expense, all to the satisfaction of the City.	<u>Clearing Agencyⁱ</u>
	<u>General</u>	
1.	Prior to the issuance of a Commence Work Notification, the Owner shall obtain such permits as may be required from Municipal or Provincial authorities and shall file copies thereof with the General Manager, Planning, Development and Building Services.	OTTAWA Planning
2.	<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, Development and Building Services, based on current City tender costs, which costs shall be reviewed and adjusted annually. Securities for on-site works may be at a reduced rate subject to the approval of the General Manager, Planning, Development and Building Services.</p> <p>Engineering, Inspection and Review fees will be collected based on the estimated cost of the works (+HST) and a park review and inspection fee will be based on 4% (+HST) of the total value of the park works as noted herein and in accordance with the City's Fees By-law for planning applications (By-law No. 2022-239 or as amended).</p>	OTTAWA Planning
3.	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.	The Owner acknowledges and agrees that any person who, prior to the draft plan approval, entered into a purchase and sale agreement with	OTTAWA Legal

	<p>respect to lots or blocks created by this Subdivision, shall be permitted to withdraw from such agreement without penalty and with full refund of any deposit paid, up until the acknowledgement noted above has been executed.</p> <p>The Owner agrees to provide to the General Manager, Planning, Development and Building Services an acknowledgement from those purchasers who signed a purchase and sale agreement before this Subdivision was draft approved, that the Subdivision had not received draft approval by the City. The Owner agrees that the purchase and sale agreements signed prior to draft approval shall be amended to contain a clause to notify purchasers of this fact, and to include any special warning clauses, such as but not limited to Noise Warnings and easements.</p>	
5.	All prospective purchasers shall be informed through a clause in the agreements of purchase and sale of the presence of lightweight fill on the lands, and that the presence of such lightweight fill may result in specific restrictions on landscaping, pools, additions, decks and fencing.	OTTAWA Legal
6.	The Owner, or his agents, shall not commence or permit the commencement of any site related works until such time as a pre-construction meeting has been held with Planning, Development and Building Services staff and until the City issues a Commence Work Notification.	OTTAWA Planning
7.	The Owner acknowledges and agrees that driveways for ground oriented attached units shall be paired wherever possible to maximize on-street parking and street tree planting opportunities.	OTTAWA Planning
8.	The Owner acknowledges and agrees to provide elevation drawings of the proposed townhomes prior to registration. This shall be to the satisfaction of the General Manager, Planning, Development and Building Services Department.	OTTAWA Planning
	<u>Special Conditions</u>	
9.	The Owner acknowledges that the Huntmar Drive Widening and Stittsville Main Street Extension Environmental Assessment (EA) Study has been completed in November of 2023. At the time of registration, the Owner acknowledges and agrees that all studies and plans, including the design of Stittsville Main Street Extension (east-west extension), shall be in accordance with the functional design of the Environmental Assessment. This shall be to the satisfaction of the General Manager, Planning, Development and Building Services.	OTTAWA Planning

10.	<p>The Owner undertakes, acknowledges and agrees to use best efforts to coordinate all servicing designs with adjacent developments and individual landowners within the Kanata West Owners Group that will be affected by the servicing design of this subdivision. The Owner further agrees to enter into any private cost sharing agreement as may be necessary to ensure servicing is extended to adjacent developments and designed to accommodate future developments that will rely on this infrastructure.</p> <p>The Owner shall provide written acknowledgements of receipt of the servicing design and execution of the private cost sharing agreement, if necessary, from the adjacent owners to the General Manager, Planning, Development and Building Services prior to the issuance of commence work notification. This requirement may be waived at the sole discretion of the General Manager, Planning, Development and Building Services.</p> <p>The Owner acknowledges and agrees to obtain all necessary clearances and obtain all easements for works being extended through neighbouring lands, as required.</p>	OTTAWA Planning
11.	<p>Prior to registration, the Owner shall enter into any required private cost sharing agreements with adjacent landowners for the construction/development of Stittsville Main Street Extension (east/west segment) fronting this property including sidewalks, cycle tracks, and the closed drainage system associated with this road, in accordance with the functional design contained in the Huntmar Drive Widening and Stittsville Main Street Extension Environmental Assessment (EA) Study. The Owner and the adjacent landowners within the cost sharing agreement will be responsible for the construction of these works. This shall be to the satisfaction of the General Manager, Planning, Development and Building Services Department.</p> <p>The Owner shall submit a cost estimate and the required securities for construction/development of Stittsville Main Street Extension to the satisfaction of the General Manager, Planning, Development and Building Services Department prior to registration. The Owner acknowledges agrees that the securities will be held until works are complete.</p>	OTTAWA Planning
12.	<p>The Owner acknowledges and agrees to design and construct the storm sewer in Stittsville Main Street Extension (east/west segment) along the entire frontage of the development lands known municipally as 1919 Maple Grove Road in accordance with the Huntmar Drive Widening and Stittsville Main Street Extension Environmental Assessment (EA) Study. The Owner further agrees to coordinate the design of such infrastructure in accordance with the functional design of the road in the Huntmar Drive Widening and Stittsville Main Street Extension Environmental Assessment</p>	OTTAWA Planning

	<p>Study. The Owner shall enter into any required private cost sharing agreements with adjacent landowners.</p> <p>This shall all be at the Owner's cost and to the satisfaction of the General Manager, Planning, Development and Building Services Department.</p> <p>The Owner shall post securities for the design and construction of the storm sewer in Stittsville Main Street Extension (east/west segment), which shall not be released until the watermain is installed. If the watermain and storm sewer is not installed at the same time as the Owner's subject development, the Owner acknowledges that the securities will not be released until the storm sewer are constructed and accepted by the City. Further, the Owner acknowledges and agrees to provide an updated cost estimate and post additional securities at the time of design and construction. This shall be to the satisfaction of the General Manager, Planning, Development and Building Services Department.</p>	
13.	<p>The Owner acknowledges and agrees that it shall enter into a Consolidation Agreement with the owners of the lands at 1895 Maple Grove Road to consolidate Blocks 28 and 33 with these lands with the legal description of Part 1, Plan 5R-6898, PIN 044870348. The Consolidation Agreement shall be filed with the General Manager, Planning, Development and Building Services Department.</p> <p>The Consolidation Agreement shall be registered on the Owner's land at no cost to the City, and a copy shall be provided to the City.</p>	OTTAWA Planning
14.	<p>The Owner acknowledges and agrees that the development of Blocks 25 and 26 containing low-rise apartment buildings will not proceed until such a time when the Stittsville Main Street Extension (east/west segment) abutting this property has been completed, to the satisfaction of the General Manager, Planning, Development and Building Services Department.</p>	OTTAWA Planning
15.	<p>The Owner shall design and construct a fully accessible 3-metre wide Multi-Use Pathway built to City specification standards in the following locations:</p> <ul style="list-style-type: none"> • The west side of Street 1 • The south side of Block 26 from Street 1 to Street 5 • The west side of Block 26 <p>The Owner will be responsible for all costs of the multi-use pathway, and the pathway will be completed to the satisfaction of the General Manager, Planning, Development and Building Services Department.</p>	OTTAWA Planning

	<u>Landowners Agreement</u>	
16.	Prior to registration or early servicing, the Owner agrees to provide the City with a clearance letter from the trustee of the Kanata West Owners Group confirming that the Owner is party to the Kanata West Owners Group Cost Sharing Agreements and all of the obligations, financial and otherwise, of the landowners of this subdivision have been fulfilled pursuant to the Landowners Agreement.	Kanata West Owners Group
	<u>Zoning</u>	
17.	The Owner agrees that prior to registration of the Plan of Subdivision, the Owner shall ensure that the proposed Plan of Subdivision shall conform with a Zoning By-law approved under the requirements of the <i>Planning Act</i> , with all possibility of appeal to the Ontario Land Tribunal exhausted.	OTTAWA Planning
18.	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>	
19.	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
20.	<p>The Owner agrees to provide a Development Information Form and Geometric Plan indicating:</p> <ul style="list-style-type: none"> a) Road Signage and Pavement Marking for the subdivision; b) Intersection control measure at new internal intersections; and c) location of depressed curbs and TWSIs; <p>prior to the earlier of registration of the Agreement or early servicing. Such form and plan shall be to the satisfaction of the General Manager, Planning, Development and Building Services.</p>	OTTAWA Planning Transpo Plg
21.	<p>The Owner acknowledges that phases of the subdivision that will trigger a requirement for road modifications on an arterial or major collector road (as identified in the Transportation Master Plan) will not be registered, unless the works are identified in the City's Development Charges Background Study and By-law and Council has granted budget approval.</p> <p>The Owner acknowledges that prior to the registration of each phase of the</p>	OTTAWA Planning Transpo Plg

	subdivision, the Owner will demonstrate to the City's satisfaction that no road modifications to an arterial or major collector road will be required unless those works are identified in the City's Development Charges Background Study and By-law and Council has granted budget approval.	
22.	<p>Where traffic calming is identified, the Owner acknowledges and agrees to implement traffic calming measures on roads within the limits of their subdivision to limit vehicular speed and improve pedestrian safety. The Owner further acknowledges and agrees that the detailed design for new roads will include the recommendation(s) from the required supporting transportation studies.</p> <p>The Owner agrees that traffic calming measures shall reference best management practices from the Canadian Guide to Neighbourhood Traffic Calming, published by the Transportation Association of Canada, and/or Ontario Traffic Manual. These measures may include either vertical or horizontal features (such measures shall not interfere with stormwater management and overland flow routing), including but not limited to:</p> <ul style="list-style-type: none"> • intersection or mid block narrowings, chicanes, medians; • speed humps, speed tables, raised intersections, raised pedestrian crossings; • road surface alterations (for example, use of pavers or other alternate materials, provided these are consistent with the City's Official Plan policies related to Design Priority Areas); • pavement markings/signage; and • temporary/seasonal installations such as flexi posts or removable bollards. 	OTTAWA Planning
23.	The Owner acknowledges and agrees to design and construct all local roads in accordance with a 30 km/hr design speed. The Owner further agrees to submit for approval prior to registration or early servicing, whichever comes first, a road geometric plan identifying the required traffic calming elements for 30 km/hr design speed, all to the satisfaction of the General Manager, Transportation Services.	
24.	Prior to the first engineering review, the Owner acknowledges and agrees to provide a Traffic Signage and Geometric Road Design Drawings which shall also include traffic calming measures, to the satisfaction of the General Manager, Planning, Development and Building Services.	
	<u>Highways/Roads</u>	
25.	The Owner acknowledges and agrees that all supporting transportation studies and design of all roads and intersections shall be to the satisfaction of the General Manager, Planning, Development and Building Services.	OTTAWA Planning

26.	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
27.	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 to the City, 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
28.	The Owner shall convey to the City, at no cost to the City, Block 31, to be used for the future extension of Stittsville Main Street. This Block shall be unencumbered and shall be conveyed in accordance with the Huntmar Drive Widening and Stittsville Main Street Extension Environmental Assessment Study along Stittsville Main Street Extension, east/west segment.	OTTAWA Planning
29.	<p>The Owner shall convey to the City, at no cost to the City, an unencumbered road widening along Maple Grove Road, adjacent to the subdivision lands, in accordance with the Official Plan.</p> <p>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.</p>	OTTAWA Planning Surveys
30.	<p>Any dead ends and/or open spaces of road allowances created by this plan of subdivision may be terminated in 0.3 metre reserves, which shall be indicated on the plan submitted for registration and conveyed at no cost to the City. The Owner shall place 0.3 metre reserves on the following locations:</p> <ul style="list-style-type: none"> • Adjacent to the widened limit of the future Stittsville Main Street Extension (east/west segment), • Along Street 6 where it crosses the property limits 	OTTAWA Planning Legal

31.	<p>The Owner shall provide site triangles at the following locations on the final plan:</p> <ul style="list-style-type: none"> • Local Road to Local Road: 3m x 3m • Local Road to Collector Road: 3m x 5m <p>At all other locations are to be constructed in accordance with the functional design of the Huntmar Drive Widening and Stittsville Main Street Extension Environmental Assessment (EA) Study.</p>	OTTAWA Planning Legal
32.	<p>The Owner agrees to provide a construction traffic management plan for the subdivision prior to the earlier of registration of the Agreement or early servicing. Such plan shall be to the satisfaction of the General Manager, Planning, Development and Building Services.</p>	OTTAWA Planning
33.	<p>Where land has been dedicated for road widening purposes as part of the planning process, where the Owner receives no financial compensation or in-kind consideration in exchange for the widening, and where the City deems that the land is no longer required for that purpose, the lands may be conveyed back to the original Owner, or its successor in title, for \$1.00. The Owner shall be responsible for all costs to complete said conveyance, including administrative fees, unless otherwise determined by the General Manager, Planning, Development and Building Services.</p>	OTTAWA Planning
34.	<p>The Owner acknowledges and agrees that grading easement(s) may be required if the construction of Stittsville Main Street Extension (east/west segment) occurs prior to the construction of the subject subdivision. The subject subdivision will be required to tie into the existing road profile at time of development.</p> <p>If the construction of the subject subdivision occurs prior to the road construction, the Owner acknowledges and agrees that the development will be raised to the required grade as provided for in the Huntmar Drive Widening and Stittsville Main Street Extension Environmental Assessment (EA) Study.</p> <p>This shall all be to the satisfaction of General Manager, Planning, Development and Building Services.</p>	OTTAWA Planning
35.	<p>The Owner acknowledges and agrees that retaining walls or associated structures of any kind shall not be permitted within the City rights-of-way, within City-owned easements, or on City-owned property except where approval is obtained from the General Manager, Planning, Development and Building Services Department.</p> <p>Should retaining walls be proposed on private property, the Owner shall insert a clause in each agreement of purchase and sale and shall be</p>	OTTAWA Planning

	<p>registered as a notice on title in respect of all lands which retaining walls have been constructed stating that:</p> <p>“Purchasers, and their heirs, executors, administrators, successors and assigns are advised that they must maintain all retaining walls in good repair, including those as constructed by Formasian Development Corporation, to the satisfaction of the General Manager, Planning, Development and Building Services Department. Purchasers acknowledge that they shall be responsible in perpetuity for any repair or cost of replacement of the retaining wall which is located within the limits of these properties, and agree to enter into and register on title a Joint Use and Maintenance Agreement which is to outline terms and conditions of maintenance and payment for repairs. The Purchaser further acknowledges that this structure spans multiple private properties and due to the nature of this structure it is inherently linked along its entire length. The Purchaser agrees to include this clause in any future purchase and sale agreements.”</p>	
	<u>Public Transit</u>	
36.	<p>The Owner shall design and construct, at its expense, transit passenger standing areas and shelter pads, to the specifications of the General Manager, Planning, Development and Building Services and the General Manager, Transportation Services. The locations for transit passenger standing areas and shelter pads will be confirmed and approved with the Composite Utility Plan, but are likely to be:</p> <ul style="list-style-type: none"> • North side of Maple Grove Road, west of Street 1 adjacent to Block 18, and • South side of Stittsville Main Street Extension (east/west segment) along the site frontage (exact location to be determined). 	OTTAWA Planning Transit
37.	<p>The Owner shall indicate on all plans used for marketing purposes and include as part of the purchaser’s standard move-in information package a clearly written description and diagram indicating the streets identified as existing and potential future transit service routes and the location(s) of bus stops, passenger standing areas, and shelter pads.</p>	OTTAWA Transit
38.	<p>The Owner shall incorporate the following clause into all agreements of purchase and sale:</p> <p>“The Owner acknowledges that Maple Grove Road and Stittsville Main Street are identified as existing or potential transit service routes. Bus stop infrastructure and amenities such as passenger standing areas, shelter pads and shelters, benches, waste and recycling bins, signage, light standards, bicycle racks, or other as appropriate may be located in front of,</p>	OTTAWA Transit

	adjacent to, or within view of the purchaser's lot at any time, at the discretion of Transit Services."	
	<u>Geotechnical</u>	
39.	<p>The Owner covenants and agrees that the following clause shall be incorporated into agreements of purchase and sale and included in the municipal covenant agreement against the title for all lots:</p> <p>"The Owner acknowledges that special soils conditions exist on this lot which will require:</p> <ul style="list-style-type: none"> a) a geotechnical engineer licensed in the Province of Ontario to approve any proposal or design for a swimming pool installation or other proposal requiring an additional building permit on this lot prior to applying for a pool enclosure permit or installing the pool; and b) the Owner to submit a copy of the geotechnical engineer's or geoscientists report to the General Manager, Planning, Development and Building Services at the time of the application for the pool enclosure or additional building permit. <p>The Owner also acknowledges that said engineer or geoscientist will be required to certify that the construction has been completed in accordance with his/her recommendation and that a copy of the certification or report will be submitted to the General Manager, Planning, Development and Building Services."</p>	OTTAWA Planning
40.	<p>The Owner shall submit a geotechnical report prepared in accordance with the City's Geotechnical Investigation and Reporting Guidelines and/or Slope Stability Guidelines for Development Applications by a geotechnical engineer or geoscientist, licensed in the Province of Ontario, containing detailed information on applicable geotechnical matters and recommendations to the satisfaction of the General Manager, Planning, Development and Building Services Department which include, but are not limited to:</p> <ul style="list-style-type: none"> a) existing sub-surface soils, groundwater conditions; b) slope stability (including an assessment during seismic loading) and erosion protection, in addition to any building construction requirements adjacent to unstable slope; c) clearly indicate orientation of any cross-sections used in slope stability analysis and location of center of the slip circle; d) grade raise restrictions on the site and, if appropriate, the impacts this will have on the slope stability; 	OTTAWA Planning

	<ul style="list-style-type: none"> e) design and construction of underground services to the building, including differential settlement near any buildings or structures; f) design and construction of roadway, fire routes and parking lots; g) design and construction of retaining walls and/or slope protection; h) design and construction of engineered fill; i) design and construction of building foundations; j) site dewatering; k) design and construction of swimming pools; l) design and construction of park blocks for its intended uses; and m) in areas of sensitive marine clay soils: 	
41.	<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 sensitivity (generally <40% plasticity) or high sensitivity clay soils (generally >40% plasticity), as determined by the above tests and data. v. The report identifies that foundation walls are to be reinforced at least nominally, with a minimum of two upper and two lower 15M (rebar size) bars in the foundation wall. c) In locations where all six conditions in the Tree Planting in Sensitive Marine Clay Soils – 2017 Guidelines cannot be met (e.g. if soils are generally >40% plasticity) the 2005 Clay Soils Policy will apply, meaning only small, low-water demand trees can be planted at a 	OTTAWA Planning

	<p>minimum separation distance of 7.5m from a building foundation. In these cases, the Zoning By-law will be used to ensure sufficient front yard setbacks to accommodate street trees in the right-of-way. For example, if street trees are planted in the right-of-way at a distance of 2m from the front lot line, then the minimum front yard setback would be 5.5m (7.5m – 2m).</p>	
42.	<p>In areas of sensitive marine clay soils, the Owner agrees that, prior to registration, to prepare an information package for homeowners regarding tree planting and watering, in accordance with the supporting geotechnical report. This information must be approved by Forestry Services prior to circulation to homeowners.</p>	OTTAWA Forestry
	<p><u>Pathways, Sidewalks, Walkways, Fencing, and Noise Barriers</u></p>	
43.	<p>The Owner acknowledges and agrees that all pathways, sidewalks, walkways, fencing, and noise barriers are to be designed and constructed in accordance with City specifications, at no cost to the City, and to the satisfaction of the General Manager, Planning, Development and Building Services Department.</p>	OTTAWA Planning
44.	<p>The Owner shall construct fully accessible, 2.0 metre wide walkway and related works through the length of the public lands, as identified on the draft plan at the following locations:</p> <ul style="list-style-type: none"> • Block 34 • Block 27 	OTTAWA Planning
45.	<p>The Owner agrees to design and construct sidewalks at the following locations:</p> <ul style="list-style-type: none"> • North side of Street 3 (except location of Multi-Use Pathway) • West side of Street 4 • South side of Stittsville Main Street Extension (east/west segment) • North Side of Maple Grove Road, from the west property line to the existing sidewalk terminating at the Johnwoods Multi-Use Pathway intersection <p>For roads with a right-of-way width of less than 24m, the sidewalk shall be 1.8m in width.</p> <p>For roads with a right-of-way width of greater than or equal to 24m, the sidewalk shall be 2.0m in width.</p>	OTTAWA Planning
46.	<p>The Owner agrees to connect all new pathways, sidewalks, walkways to the existing pathways, sidewalks, walkways located at the following locations:</p>	OTTAWA Planning

	<ul style="list-style-type: none"> • Maple Grove, north side to the sidewalk terminating at the Johnwoods Multi-Use Pathway intersection. 	
47.	<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"> • Block 34 • Block 27 <p>All chain link fencing that separate public lands and residential lots and blocks shall have a maximum opening (the diamond shape area) of no greater than 37 mm in order to comply with the applicable part of the "Pool Enclosure By-Law".</p> <p>b) The Owner agrees that any vinyl-coated chain link fence required to be installed, with the exception of parks fencing, shall be located a minimum of 0.15 metres inside the property line of the private property.</p>	OTTAWA Planning
48.	<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"> • Block 30 along the shared property line with Block 25 <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 park. Refer to Parks condition 69 for details.</p>	OTTAWA Planning Parks
49.	<p>a) The Owner agrees to design and construct 1.8 metre wood privacy fences in accordance with the Fence By-law along the following locations:</p> <ul style="list-style-type: none"> • rear lot lines of Lots 1-6 and 7-10 • southeast lot line of Block 10 • northeast lot line of Block 19 • southeast lot lines of Blocks 22 and 23 • rear lot lines of lots 11-18 <p>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.</p>	OTTAWA Planning

50.	<p>a) The Owner agrees to design and erect at no cost to the City, 2.2m high noise attenuation barriers, if required, along the southwest corner of the site along Maple Grove Road and northeast corner of the site along Stittsville Main Street West Extension (east/west segment).</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
51.	<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>Formasian Development Corporation</i> along the boundary of this land, to the satisfaction of the General Manager, Planning, Development and Building Services Department. The Purchaser agrees to include this clause in any future purchase and sale agreements”.</p>	OTTAWA Planning
	<u>Landscaping/Streetscaping</u>	
52.	<p>The Owner agrees, prior to registration or early servicing, whichever is earlier, to have a landscape plan(s) for the plan of subdivision prepared by a Landscape Architect, in accordance with the recommendations contained in the geotechnical report(s), the Tree Conservation Report, and/or the Environmental Impact Statement (if appropriate).</p> <p>The landscape plan(s) shall include detailed planting locations, plant lists which include species, plant form and sizes, details of planting methods, pathway widths and materials, access points, fencing requirements and fencing materials, other landscape features and gateway features where required.</p> <p>The Owner agrees to implement the approved landscape plan(s) and bear all costs and responsibility for the preparation and implementation of the plan(s).</p> <p>The Owner agrees that where sensitive marine clay soils are present, and the geotechnical report has satisfied the applicable conditions of the Tree Planting in Sensitive Marine Clay Soils – 2017 Guidelines, confirmation of</p>	OTTAWA Planning Forestry

	<p>adequate soil volumes in accordance with the subject guidelines shall be provided by a Landscape Architect prior to zoning approval.</p> <p>All of the aforementioned are to the satisfaction of the General Manager, Planning, Development and Building Services Department.</p>	
53.	<p>The Owner agrees that for all detached and semi-detached lots, a minimum of 1 tree per interior lot and 2 trees per exterior side yard lots (i.e., corner lots) shall be provided on the landscape plan(s).</p> <p>In areas of low/medium plasticity sensitive marine clay soils, the following exceptions in accordance with the Tree Planting in Sensitive Marine Clay Soils - 2017 Guidelines will apply in order to maximize the number of medium size trees:</p> <ul style="list-style-type: none"> a) Where abutting properties form a continuous greenspace between driveways, one medium size tree will be planted instead of two small size trees, provided the minimum soil volume can be achieved. In these cases only, for the purposes of determining the minimum number of trees to be planted, one medium size tree that replaces two small trees will be counted as two trees. b) The medium size tree should be planted as close as possible to the middle of this continuous greenspace (in the right-of-way) to maximize available soil volume. c) On larger lots with sufficient soil volume for a medium size tree, one medium size tree will be planted on each lot (or each side of a corner lot), even if the abutting properties form a continuous greenspace between driveways. <p>Along park frontages, the Landscape Plan shall locate trees at a 6-8 metre on-centre separation distance along the full extent of the road right-of-way abutting any park block(s).</p> <p>Should specific site constraints prevent the required allocation of trees, the remaining number of required trees shall be provided within any proposed park(s), open space or environmental blocks, non-residential road right-of-way frontages, stormwater management facility(s), or other suitable alternative locations, to the satisfaction of the General Manager, Planning, Development and Building Services Department.</p>	<p>OTTAWA Planning Forestry</p>
54.	<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>	<p>OTTAWA Planning</p>

	<p>a) The landscape plan(s) shall include a note indicating that it has been developed as per the geotechnical report(s) (date, author), the letter (date, author), and Map (date, title), to the satisfaction of the General Manager, Planning, Development and Building Services Department.</p> <p>b) At the time of tree planting, in addition to providing an F1 inspection form, the Landscape Architect will provide a signed letter indicating that trees have been planted with appropriate soil volume in accordance with the approved Landscape Plan, to the satisfaction of the General Manager, Planning, Development and Building Services Department.</p>											
	<u>Tree Conservation</u>											
55.	<p>The Owner acknowledges and agrees to abide by the Tree Protection By-law, 2020-340, and that any trees to be removed from the site shall be in accordance with an approved Tree Permit.</p> <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 Tree Protection By-law, 2020-340. All of which are to the satisfaction of the General Manager, Planning, Development and Building Services Department.</p>	OTTAWA Planning										
56.	<p>The Owner agrees to maintain the tree protection measures until construction is complete and/or the City has provided written permission to remove them.</p>	OTTAWA Planning										
	<u>Parks</u>											
57.	<p>The owner covenants and agrees that the parkland dedication requirement has been calculated at the rates established for residential purposes in the Parkland Dedication By-law 2022-280, as amended by the Planning Act for a dedication requirement of 3,682.7 m².</p> <p>In the event that the number of dwelling units or uses changes, the required parkland dedication requirement will also change. The area of required parkland dedication has been calculated as follows:</p> <table><tr><th>Proposed Use</th><th>Site Area (m²)</th><th>Units / Development</th><th>Parkland Dedication Rate</th><th>Parkland Dedication (m²)</th></tr><tr><td>Singles / Semis / Towns</td><td>N/A</td><td>55 units</td><td>1 ha per 600 net dwelling units</td><td>916.7</td></tr></table>	Proposed Use	Site Area (m²)	Units / Development	Parkland Dedication Rate	Parkland Dedication (m²)	Singles / Semis / Towns	N/A	55 units	1 ha per 600 net dwelling units	916.7	OTTAWA Parks
Proposed Use	Site Area (m²)	Units / Development	Parkland Dedication Rate	Parkland Dedication (m²)								
Singles / Semis / Towns	N/A	55 units	1 ha per 600 net dwelling units	916.7								

	Singles / Semis / Towns	N/A	9 units	1 ha per 1000 net dwelling units	90.0	
	Apartments (four storeys)	26,760	460 units	1 ha per 600 net dwelling units but not to exceed a maximum of 10% (low-rise)	2,676.0	
	Total	66,700	524 units		3,682.7	
				Total requirement:	3,682.7	
				Proposed Parkland Dedication (Land):	3,580.0	
				Proposed Parkland Dedication (CILP):	102.7	
58.	In accordance with the <i>Planning Act</i> and the City of Ottawa Parkland Dedication By-law 2022-280, the Owner covenants and agrees to convey Park Block 30, together with 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 Owner shall be responsible for any appraisal costs incurred by the City. It is expressly acknowledged and agreed by the Parties that the conveyance of the Park Block represents an under-dedication of parkland and that the Owner provides the cash-in-lieu in addition to the Park Block to compensate for such under-dedication as outlined above, all to the satisfaction of the General Manager, Recreation, Cultural and Facility Services Department. Pursuant to the City's Parkland Dedication By-law, being By-law No. 2022-280, as amended, 40% of said funds collected shall be directed to City wide funds, and 60% shall be directed to Ward 6 funds. The Owner shall also pay the parkland appraisal fee of \$800.00 plus H.S.T. of \$104.00. of units change, the required parkland dedication will also change.					OTTAWA Parks
59.	The Owner acknowledges and agrees to design and construct at its cost the parkland, identified as Park Block 30 in accordance with City Specifications and Standards. The Owner further agrees to provide design plans and documents as detailed in the Park Development Manual 2 nd Edition 2017 (and as amended) for the park. The plans and documents will detail the designs, costs and amenities to be provided in the park. The expected cost of the design, construction, review and inspection of the park will be in accordance with the rate per hectare and indexing rate utilized for park development by the City at the time of registration of each phase of development and shall be referred to as the "Park Development Budget". The design plans and documents as well as the final budget for design, construction, review and inspection shall be subject to approval by the					OTTAWA Parks

	City, all to the satisfaction of the General Manager, Recreation, Cultural and Facility Services Department.	
60.	<p>All Owner obligations associated with the Park Block must be completed to the satisfaction of the General Manager, Recreation, Cultural and Facility Services Department within two years of registration.</p> <p>In the event that the park construction commences more than two years after the registration of the subdivision phase that contains the Park Block, 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.</p>	OTTAWA Parks
61.	<p>The Owner acknowledges and agrees that no stormwater management facilities, overland flow routes, and/or encumbrances of any kind, such as retaining walls, utility lines or easements of any kind shall be located on, under, or in front of, dedicated park block.</p> <p>If encumbrances exist on site, the removal and/or mitigation of the encumbrances shall be the responsibility of the Owner, at the Owner's expense.</p> <p>All of the aforementioned are to the satisfaction of the General Manager, Recreation, Cultural and Facility Services Department.</p>	OTTAWA Parks
62.	The Owner acknowledges and agrees that any encumbrances at, above or below the surface, which are not solely for the benefit of the park, such as retaining walls, utility lines, parking garages, floodplain areas, wildlife and vegetation buffers or easements of any kind on lands, or portion thereof encumbering the design and function of future Park Block must be approved by the General Manager of Recreation, Culture and Facility Services Department, and will not form part of the <i>Planning Act</i> parkland dedication requirements.	OTTAWA Parks
63.	<p>The Owner agrees the Park Block must be fully developable for its intended use based on a geotechnical report. If any constraints to development of the Park Block are found, the measures necessary to mitigate the constraints and to provide a subgrade suitable for the intended park uses as identified in the Facility Fit Plan, or if a Facility Fit Plan has not yet been prepared, for intended park uses as identified by Parks planning staff, will be undertaken by the Owner. The Owner is solely responsible for the costs of any necessary mitigation measures in addition to the Park Budget.</p> <p>All of the aforementioned are to the satisfaction of the General Manager, Recreation, Cultural and Facility Services Department.</p>	OTTAWA Parks

64.	<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 Park Block to facilitate rough grading of the area. The Owner agrees that the Owner may stockpile the topsoil either on or off the Park Block.</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 park(s) as per City Standards for park topsoil. All work shall proceed in accordance with the applicable By-laws.</p>	OTTAWA Parks
65.	<p>The City acknowledges and agrees that the Owner may use the Park Block outside of the protected park areas for the stockpiling of materials or staging as needed. The Owner agrees to conduct the stockpiling of soils in accordance with O. Reg.406/19: On-site and Excess Soil Management, as amended.</p> <p>The Owner agrees contaminated soils shall not be stockpiled on the Park Block. The Owner agrees to provide to the City documentation of the source and quality of the soils temporarily stored on the Park Block.</p> <p>The Owner acknowledges and agrees that in the event that the Owner chooses to use the Park Block for stockpiling or staging, once this use of the parkland is completed, all materials will be removed from the Park Block, soil decompacting works will be performed, 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.</p> <p>The Owner agrees that any remediation required to the parkland as result of the Owner's use of the Park Block will be at the Owner's expense and will be in addition to the estimated Park Development Budget calculated at the per hectare rate as indexed and such remediation work shall be completed to the satisfaction of the General Manager, Recreation, Cultural and Facility Services.</p>	OTTAWA Parks
66.	<p>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 2nd Edition 2017 based on the approved Facility Fit</p>	OTTAWA Parks

	Plan, all to the satisfaction of the General Manager, Recreation, Cultural and Facility Services.	
67.	<p>The Owner acknowledges and agrees that it is the responsibility of the Owner to fill and rough grade the Park Block where necessary, in accordance with the following:</p> <ul style="list-style-type: none"> a) Any fill imported to the Park Block must be conducted in accordance with O. Reg.406/19: On-site and Excess Soil Management, as amended. Documentation of the source and quality of the fill to be imported must be approved by a Qualified Person. Soils must be tested to the minimum parameter list as specified in the excess soils regulation. Importation of soils with no chemical testing will not be permitted. Additional testing may be required by the Qualified Persons as defined in the regulation. b) Copies of all records related to all soils imported to the Park Block must be provided to the City. It is the responsibility of the Owner to fill and rough grade the Park Block 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>All work shall proceed in accordance with the applicable regulations and according to the current (at time of work) approved City details and specifications.</p>	OTTAWA Planning Parks
68.	<p>The Owner acknowledges and agrees that it is the responsibility of the Owner to undertake the final grading of the Park Block as per the park working drawings / grading and drainage plan. The final grading will be covered by the Park Development Budget to a maximum of 10% of the park construction cost sub-total. Additional grading beyond 10% of park construction cost will be at the Owner's expense.</p> <p>All works and design drawings are subject to the approval of the General Manager, Recreation, Cultural and Facility Services and the General Manager, Planning, Development and Building Services.</p>	OTTAWA Planning Parks
69.	<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 	OTTAWA Parks

	<p>property line.</p> <p>b) A 50mm diameter water line complete with water vault chamber at 2m inside the park property line as per city standard details for unit price contracts. Costs for the water vault chamber and water meter, if ultimately required, shall be paid for by the City or be included as part of the maximum park construction budget for the park. Co-ordination of all park water works including water vault and meter installation is an Owner responsibility.</p> <p>c) 150mm diameter sanitary sewer and MH at 2m inside the park property line.</p> <p>All works shall be shown on the approved drawings and shall be subject to the approval of the General Manager, Planning, Development and Building Services Department.</p>	
70.	<p>The Owner shall install fencing of uniform appearance and quality, with a minimum height of 1.5 m along the common boundary of all residential lots and other lots which abut the Park Block. Fences shall be installed 0.15m on the park property side of the common property line, and the location of the fence shall be verified by an Ontario Land Surveyor. All fences must adhere to the City's fence By-law 2003-462. Fence materials will be of commercial grade and consist of 6-gauge black vinyl coated chain link material and black powder coated schedule 40 pipe rails and posts or an approved alternative.</p>	OTTAWA Parks
71.	<p>The Owner agrees to provide and install a two-rail post and rail fencing of uniform appearance and quality, with a minimum height of 0.95 m along the north property line of park Block 30. 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. The two-rail post and rail fence must adhere to the City's Standard Detail Drawings.</p>	OTTAWA Parks
72.	<p>The Owner agrees to provide and install a temporary fencing, with a minimum height of 1.5 m along the Park Block shared property line. Fences shall be installed on the common property line, and the location of the fence shall be verified by an Ontario Land Surveyor.</p>	OTTAWA Parks
73.	<p>No access from private property to passive public property will be allowed. The Owner shall place the following clause in each Agreement of Purchase and Sale and shall be registered as a notice on title in respect of all Lots and Blocks:</p> <p>"The Transferee for himself, his heirs, executors, administrators, successors and assigns acknowledges being advised that gates accessing public property are not permitted in the fences."</p>	OTTAWA Parks

74.	<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:</p> <ul style="list-style-type: none"> a) active hard surface and soft surface recreational facilities b) active lighted sports fields and other lit amenities c) recreation and leisure facilities d) potential community centre e) library f) day care g) other potential public buildings / facilities / amenities. 	OTTAWA Parks
75.	<p>The Owner acknowledges and agrees that if the approved park concept design contains amenities proposed by the Owner that exceed the Park Development 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
76.	<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 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.</p>	OTTAWA Parks
77.	<p>Prior to the acceptance of Park Block 30 with substantial wooded area, the Owner agrees to remove any dead, dying or fallen trees and debris from with the Park Block that pose a safety risk. Prior to any removals, the Owner must arrange an inspection of the lands with the City Forester and Park Planner in advance of these works occurring. Any removals/clean up shall follow best forestry practises.</p>	OTTAWA Parks
78.	<p>The Owner acknowledges and agrees that existing mature trees in good condition within the Park Block shall be retained and protected as per the City Tree Protection By-law.</p>	OTTAWA Parks
79.	<p>The Owner agrees to abide by all appropriate regulations associated with Provincial and Federal statutes for the protection of wildlife and agrees to undertake any and all mitigation requirements with respect to ministry approvals pertaining to existing and abutting butternut trees in which the protection radius would impact the subdivision.</p>	OTTAWA Parks

80.	<p>The Owner acknowledges and agrees to erect on the Park Block(s) at a location selected by the General Manager, Recreation, Cultural and Facility Services a professionally painted sign indicating:</p> <p style="padding-left: 40px;">Future Parkland No Dumping No Removal of soils or Vegetation All at the expense of the Owner</p>	OTTAWA Parks
81.	<p>Upon registration of the subdivision and transfer of ownership of the Park Block to the City, the Owner agrees to provide:</p> <ul style="list-style-type: none"> • a certificate of insurance that names the City of Ottawa as Additional Insured, and • a letter of credit which covers the full amount of the park construction cost to ensure the work is completed, <p>the Owner will hereby be granted consent to enter at no cost to complete the work. All is to the satisfaction of the General Manager of Recreation Culture and Facility Services.</p>	OTTAWA Parks
82.	<p>The Owner acknowledges and agrees that no work within the right-of-way in front of, or around, any boundary of the Park Block will be a park cost. All right-of-way work including tree planting, topsoil and sod, and all hard surface work, will be at the Owners' expense.</p> <p>Where a park plaza or landscape feature extends into the right-of-way as a continual element of the park development, this work may be considered park work at the discretion of the General Manager, Recreation, Cultural and Facility Services.</p>	OTTAWA Parks
83.	<p>The Owner acknowledges and agrees that if there is a deficiency in the quantity of street trees within the Subdivision, and the Owner and the City mutually agree that those trees shall be planted within the Park Block, the supply and installation of those trees shall be at the Owners' expense, outside of the Park Development Budget.</p>	OTTAWA Parks
84.	<p>The Owner acknowledges and agrees that the total consulting costs, including all prime consulting, sub-consulting and testing fees, for the design and construction of the Park Block shall not exceed the percentage fee calculation of the park construction budget as recommended by the <i>Ontario Association of Landscape Architects Fee Guide for Landscape Architectural Services</i>, current version (at time of subdivision registration) by type of project (Category = 2; Complexity = Skilled) and shall be to the satisfaction of the General Manager, Recreation, Cultural and Facility Services.</p>	OTTAWA Parks

85.	<p>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 (+HST) to the City for the design and the construction of the Park Block(s). The City will proceed to design and construction of the park as per the typical City-build park process as described in the Parks Development Manual. The timing of the park construction will be at the discretion of the City. The expected cost of the park(s) works to be paid to the City will be based on the rate per hectare and indexing rate utilized for the park development by the City at the time of registration of the phase of development, which includes the Park Block(s) plus a 5% administrative fee for City forces to execute the 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 Block(s) will remain a subdivision cost to be covered by the Owner separate from the park funding.</p>	OTTAWA Parks
	<u>Environmental Constraints</u>	
86.	<p>The Owner agrees that prior to registration, early servicing, or other works that would alter the vegetative characteristics of the site, the Owner shall have the environmental impact statement updated as necessary to reflect the final plan as approved, and to address any changes to the anticipated impacts and recommended mitigation measures that may be required as a result of changes to the draft plan, changes in the regulatory context with respect to species at risk, or changes in the known environmental context of the site. This update shall be to the satisfaction of the General Manager, Planning, Development and Building Services Department.</p>	OTTAWA Planning
87.	<p>The Owner acknowledges and agrees that the construction of the subdivision shall be in accordance with the recommendations of Environmental Impact Statement and Tree Conservation Report – 1919 Maple Grove Road – Final Report, Kilgour and Associates, August 10, 2018 and letter to Jayant Gupta from Kilgour Associates dated June 8, 2020:</p> <ul style="list-style-type: none"> a) Trees species to be planted must be non-invasive and should be native to the Ottawa area. Recommended tree species to consider in the landscaping plan include Red Maple, White Pine, White Spruce, White Birch, Black Cherry, and White Cedar. b) Areas shall not be cleared during sensitive times of the year for wildlife, unless mitigation measures are implemented and/or the habitat has been inspected by a qualified biologist. 	OTTAWA Planning CA

88.	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
89.	The Owner acknowledges that the endangered species butternut (<i>Juglans cinerea</i>) were identified as present on or adjacent to the property in the Environmental Impact Statement/Tree Conservation Report and special requirements must be met. Prior to registration, early servicing or any on-site works that might result in harm or destruction of the species or its habitat, the Owner shall have a new butternut survey as per the requirements of the Endangered Species Act and regulations to undertake a site investigation for new butternut saplings and if new butternut are found to be present a butternut health assessment shall be undertaken and submitted to MECP and the City. The Owner shall maintain a minimum 50 metre buffer around any new, untouched, surrounding the habitat on the site until confirmation has been received from the MECP and any necessary approvals obtained. A copy of the written correspondence and the approval (if required) shall be provided to the General Manager, Planning, Infrastructure and Economic Development prior to registration and/or the issuance of a Commence Work order.	OTTAWA Planning
	<u>Archaeology</u>	
90.	<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, Culture and Sport and the General Manager, Planning, Development and Building Services.</p>	OTTAWA Planning MTCS
	<u>Stormwater Management</u>	
91.	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, to the satisfaction of the General	OTTAWA Planning MVCA

	<p>Manager, Planning Development and Building Services Department. Such reports shall be in accordance with any watershed or subwatershed studies, conceptual stormwater reports, City or Provincial standards, specifications and guidelines. The reports shall include, but not be limited to, the provision of erosion and sedimentation control measures, implementation or phasing requirements of interim or permanent measures, and all stormwater monitoring and testing requirements.</p> <p>The Owner acknowledges and agrees this will include the design and construction of the extension of the storm sewer on Maple Grove Road from the current terminus to Stittsville Main Street (north/south segment).</p> <p>All reports and plans shall be to the satisfaction of the General Manager, Planning, Development and Building Services Department.</p>	
92.	<p>(a) Prior to the commencement of construction of any phase of this Subdivision (roads, utilities, any off-site work, etc.) the Owner shall:</p> <ul style="list-style-type: none"> i. have a Stormwater Management Plan and an Erosion and Sediment Control Plan prepared by a Professional Engineer in accordance with current best management practices; ii. (if appropriate) provide all digital models and modelling analysis in an acceptable format; iii. have said plans approved by the General Manager, Planning, Development and Building Services Department, and iv. provide certification through a Professional Engineer licensed in the province of Ontario that the plans have been implemented. <p>(b) All submissions and any changes made to the Plan shall be submitted to the satisfaction to the City and the Mississippi Valley Conservation Authority.</p> <p>(c) The Owner shall implement an inspection and monitoring plan to maintain erosion control measures.</p>	OTTAWA Planning MVCA
93.	On completion of all stormwater works, the Owner agrees to provide certification to the General Manager, Planning, Development and Building Services Department through a Professional Engineer, licensed in the province of Ontario, that all measures have been implemented in conformity with the approved Stormwater Site Management Plan.	OTTAWA Planning
94.	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,	OTTAWA Planning

	through the preparation of any storm water management reports, as required by the City.	
95.	<p>The Owner covenants and agrees that the following clause shall be incorporated into all agreements of purchase and sale for the whole, or any part, of a lot or block on the Plan of Subdivision, and registered separately against the title:</p> <p>“The Owner acknowledges that some of the rear yards within this subdivision are used for on-site storage of infrequent storm events. Pool installation and/or grading alterations and/or coach houses on some of the lots may not be permitted and/or revisions to the approved Subdivision Stormwater Management Plan Report may be required to study the possibility of modification on any individual lot. The Owner must obtain approval of the General Manager, Planning, Development and Building Services Department of the City of Ottawa prior to undertaking any grading alterations.”</p>	OTTAWA Legal
96.	Where the Owner is required under this Agreement to provide the oversize and/or over-depth storm sewers or open drains in order to make provisions for later development of upstream lands not owned by the Owner herein, as referred to in the approved plans, the City will, insofar as it legally may, require that payment shall be made by the Owner of such upstream undeveloped land which will utilize the said storm sewers as an outlet(s), prior to registration. The amount of payment shall be determined by the General Manager, Planning, Development and Building Services Department.	
97.	The Transferee, for themselves, their heirs, executors, administrators, successors and assigns covenants and agrees to insert a clause in agreements of purchase and sale for the lots and blocks to be determined to contain catch basins at the detailed design stage that the Purchaser/Lessee is responsible to maintain conveyance of surface flow over the rear and/or side of their lot, and maintain sub-surface drainage infrastructure, all of which shall be to the satisfaction of the General Manager, Planning, Development and Building Services Department of the City of Ottawa.	OTTAWA Planning
	<u>Sanitary Services</u>	
98.	The Owner agrees to submit detailed municipal servicing plans, prepared by a Professional Civil Engineer licensed in the Province of Ontario, to the General Manager, Planning, Development and Building Services Department.	OTTAWA Planning

	The Owner acknowledges and agrees this will include the design and construction of the extension of the storm sewer on Maple Grove Road from the current terminus to Stittsville Main Street (north/south segment).	
99.	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, Development and Building Services Department.	OTTAWA Planning
100.	As the Owner is proposing Street 2, an urban laneway with a road allowance of 8.5 metres, and if the Owner also proposed boulevards between 4.0 and 5.0 metres wide, the Owner shall meet the following requirements: <ul style="list-style-type: none"> a) extend water, sanitary, and storm services a minimum of 2.0 metres onto private property during installation before being capped; b) install high voltage electrical cable through the transformer foundations to maintain adequate clearance from the gas main; c) provide and install conduits as required by each utility; d) provide and install transformer security walls when a 3.0 metres clearance, as required by the Electrical Code, cannot be maintained. The design and location of the security wall must be approved by the local hydro utility; and e) install all road-crossing ducts at a depth not to exceed 1.2 metres from top of duct to final grade. 	OTTAWA Planning
	<u>Water Services</u>	
101.	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
102.	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	OTTAWA Planning

	existing infrastructure. This analysis shall be submitted for review and approval as part of the water plant design submission.	
103.	The Owner acknowledges and agrees not to permit any occupancy of buildings on the individual Lots described in Schedule "A" until the water plant has been installed, sterilized and placed in service to the satisfaction of the General Manager, Planning, Development and Building Services Department.	OTTAWA Planning
104.	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
105.	The Owner acknowledges and agrees to provide a Water Age Analysis prior to registration which reflects their proposed phasing and scheduling. Where required, through this analysis or through testing, the Owner acknowledges and agrees that flushing infrastructure will be installed at no cost to the City, and that the Owner will be responsible for all costs associated with the consumption and disposal of water, as required, to ensure that adequate chlorine residual is maintained throughout the water system, all to the satisfaction of the General Manager, Infrastructure and Water Services.	OTTAWA Planning
106.	The Owner acknowledges and agrees not to apply for, nor shall the City issue, building permits for more than 50 dwelling units (or the equivalent) where the watermain for such units is not looped. Any unit serviced by a looped watermain that is not looped shall be required to have sufficient fire protection, to the satisfaction of the General Manager, Planning, Development and Building Services Department.	OTTAWA Planning
	<u>Serviced Lands</u>	
107.	<p>The Owner shall be responsible for the provisions of the following works, including oversizing and over depth (where appropriate), at its cost, in accordance with plans approved by the General Manager, Planning, Development and Building Services, and/or the Province:</p> <ul style="list-style-type: none"> a) Watermains; b) Sanitary Sewers; c) Storm Sewers; d) Roads and traffic plant(s); e) Street Lights; f) Sidewalks; g) Landscaping; h) Street name, municipal numbering, and traffic signs; 	OTTAWA Planning

	<p>i) Stormwater management facilities; and</p> <p>j) Grade Control and Drainage.</p>	
108.	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
109.	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, Development and Building Services.	OTTAWA Planning
110.	The Owner shall not be entitled to a building permit, early servicing, or commencement of work construction until they can demonstrate that there is adequate road, sanitary, storm, and watermain capacity and any Environmental Compliance Approvals (ECA) necessary are approved. All are to the satisfaction of the General Manager, Planning, Development and Building Services.	OTTAWA Planning
	<u>Utilities</u>	
111.	The Owner is hereby advised that prior to commencing any work within the subdivision, the Owner must confirm that sufficient wire-line communication /telecommunication infrastructure is currently available to the proposed development to provide communication/telecommunication service to the proposed development. In the event that such infrastructure is not available, the Owner is hereby advised that the Owner shall ensure, at no cost to the City, the connection to and/or extension of the existing communication/telecommunication infrastructure. The Owner shall be required to demonstrate to the municipality that sufficient communication/telecommunication infrastructure facilities are available within the proposed development to enable, at a minimum, the effective delivery of communication /telecommunication for emergency management services (i.e. 911 Emergency Services).	OTTAWA Planning
112.	The Owner agrees, prior to registration or early servicing, whichever is earlier, to provide a composite utility plan for the subdivision. Such plan shall be to the satisfaction of the General Manager, Planning, Development and Building Services.	OTTAWA Planning
113.	The Owner shall indicate in the Agreement, in words satisfactory to Bell Canada, that it will grant to Bell Canada any easements that may be required, which may include a blanket easement, for communication/telecommunication infrastructure. In the event of any	Bell Canada

	conflict with existing Bell Canada facilities or easements, the Owner shall be responsible for the relocation of such facilities or easements.	
114.	<p>That the Owner shall transfer such new easements and maintenance agreements as are deemed necessary by Rogers Communications Canada Inc. to service this subdivision, to the satisfaction of Rogers Communications Canada Inc. and that of the appropriate authority and at no cost. 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.</p> <p>That the Owner agrees with Rogers Communications Canada Inc. to arrange for and pay the cost of the relocation of any existing services which is made necessary because of this subdivision.</p>	Rogers Communications
	<u>Fire Services</u>	
115.	The Owner acknowledges and agrees that if two-hour firewalls, active fire protection measures such as sprinkler systems, and/or minimum building separations are required to comply with the FUS calculation as per the City Design Guidelines for water distribution systems, the Owner shall note any such requirements on the grading plan. The Owner shall, prior to registration, provide certified plans demonstrating the locations of such oversized services and/or oversized plumbing to compensate for low peak hour pressures in the local water distribution system. All are to the satisfaction of the General Manager of Planning, Development and Building Services.	OTTAWA Planning
116.	The Owner acknowledges and agrees that measures which include, but are not limited to, active fire protection measures such as sprinkler systems, two-hour firewalls that compartmentalize the structure into separate fire areas, and oversized services and/or oversized plumbing shall require the posting of securities to guarantee their installation, prior to registration. The securities will be released upon receiving a letter signed and sealed by a Professional Engineer licensed in the Province of Ontario certifying that construction was carried out in accordance with the approved drawing(s)/plan(s). All are to the satisfaction of the General Manager of Planning, Development and Building Services.	OTTAWA Planning
117.	<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 Lots and Blocks wherein the dwelling contains, or intends to contain, a sprinkler system as follows:</p> <p>“Purchasers are advised that they must maintain the sprinkler system in working order to the satisfaction of the City’s Fire Department. The</p>	OTTAWA Planning

	Purchaser agrees to include this clause in any future purchase and sale agreements.”	
118.	The Owner acknowledges and agrees that it shall, in the case of insufficient fire flow availability or excessive water age and loss of water disinfectant residual, provide active fire protection options such as sprinkler systems, two-hour firewalls or fire breaks that compartmentalize the structures into separate fire areas, as may be required, to limit the sizing of crescent, dead-end, and other distribution mains to a nominal size of no more than 200mm. All are to be determined by and to the satisfaction of the General Manager of Planning, Development and Building Services.	OTTAWA Planning
	<u>Noise Attenuation</u>	
119.	<p>The Owner acknowledges and agrees in accordance with the recommendations of 1919 Maple Grove Road Environmental Noise Impact Study, prepared by IBI and dated April 2021, the Owner shall undertake a detailed acoustical assessment prior to registration for traffic noise. This detailed Noise Study shall be prepared by a Professional Engineer, licensed in the province of Ontario to the satisfaction and approval of the General Manager, Planning, Development and Building Services. The Study shall comply with:</p> <ul style="list-style-type: none"> a) the City of Ottawa's Environmental Noise Control Guidelines, as amended; and b) address, and be in accordance with, the current version of the Association of Professional Engineers of Ontario Guidelines for Professional Engineers providing Acoustical Engineering Services in Land Use Planning. <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> <p>The detail noise study shall assess Stittsville Main Street Extension (east/west segment) as a major collector road as identified in the Official Plan and use the parameters from Appendix B of the City of Ottawa's Environmental Noise Control Guidelines for sound level predictions.</p>	OTTAWA Planning
120.	Where structural mitigation measures are required as a result of the Noise Assessment Study, the Owner shall provide, prior to final building inspection, certification to the General Manager, Planning, Development and Building Services Department, through a Professional Engineer, that the noise control measures have been implemented in accordance with the approved study.	OTTAWA Planning

121.	<p>The Owner agrees that all purchase and sale agreements for the whole or any part of the lot/block on the Plan of Subdivision shall contain the following clauses that shall be registered as a notice on title in respect of all Lots and Blocks:</p> <p>Warning Clause Type A: "Transferees are advised that sound levels due to increasing road traffic may occasionally interfere with some activities of the dwelling occupants as the sound levels exceed the City's and the Ministry of the Environment's noise criteria."</p> <p>Warning Clause Type B: "Transferees are advised that despite the inclusion of noise control features in the development and within the building units, sound levels due to increasing road traffic may on occasions interfere with some activities of the dwelling occupants as the sound levels exceed the City's and the Ministry of the Environment's noise criteria."</p> <p>Warning Clause Type C: "This dwelling unit has been fitted with a forced air heating system and the ducting, etc. was sized to accommodate central air conditioning. Installation of central air conditioning by the occupant will allow windows and exterior doors to remain closed, thereby ensuring that the indoor sound levels are within the City's and the Ministry of the Environment's noise criteria. (Note: The location and installation of the outdoor air conditioning device should comply with the noise criteria of MOE Publication NPC-216, Residential Air Conditioning Devices, dated 1993, and the Environmental Noise Guidelines for Installation of Residential Air Conditioning Devices, dated September 1994, and thus minimize the noise impacts both on and in the immediate vicinity of the subject property.)"</p> <p>Warning Clause Type D: "This dwelling unit has been supplied with a central air conditioning system which will allow windows and exterior doors to remain closed, thereby ensuring that the indoor sound levels are within the City's and the Ministry of the Environment's noise criteria."</p>	OTTAWA Planning Legal
	<u>Land Transfers</u>	
122.	<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>	OTTAWA Planning Legal

	<ul style="list-style-type: none"> a) Pathway, Walkway or Servicing Blocks – Block 27 and 34 b) Park Blocks – Block 30 c) Road Widening Blocks – Block 31 and 32 d) 0.3 m Reserve Blocks – to be added to plan 	
123.	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>	
124.	<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>	
125.	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
	<u>Survey Requirements</u>	
126.	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

127.	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
128.	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>	
129.	The City Subdivision Agreement shall state that the conditions run with the land and are binding on the Owners, heirs, successors and assigns.	OTTAWA Legal
130.	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
131.	The Owner shall pay any outstanding taxes owing to the City of Ottawa prior to registration.	OTTAWA Planning Revenue
132.	Prior to registration of the Plan of Subdivision, the City is to be satisfied that conditions 1 to 130 have been fulfilled.	OTTAWA Planning
131.	The Owner covenants and agrees that should damage be caused to any of the Works in this Subdivision by any action or lack of any action whatsoever on its part, the General Manager, Planning, Development and Building Services may serve notice to the Owner to have the damage repaired and if such notification is without effect for a period of two full days after such notice, the General Manager, Planning, Development and Building Services 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

132.	If the Plan(s) of Subdivision, including all phases within the draft approved plan of subdivision, has not been registered by (<i>August 6, 2027</i>), the draft approval shall lapse pursuant to Section 51 (32) of the <i>Planning Act</i> . Extensions may only be granted under the provisions of Section 51 (33) of said <i>Planning Act</i> prior to the lapsing date.	OTTAWA Planning
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ⁱ For Clearing Agencies:

“Planning” refers to Planning Services.

“LG” refers to applicable landowners group, such as Kanata North (KNLG), Kanata West (KWLG), Fernbank (FLG), East Urban (EULG), Manotick SDA (MLG), and Barrhaven South (BSLG).

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

“Legal” refers to Legal Services.

“Parks” refers to Parks and Facilities Planning Services.

“BCS” refers to Building Code Services.

“Transit” refers to Transit Planning.

“Transpo Plg” refers to Transportation Planning.

“Forestry” refers to Forest Management.

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

“Revenue” refers to Revenue Services.

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