

MENU OF CONDITIONS
FOR DRAFT APPROVAL
Claridge
4725 Spratt Road

DRAFT APPROVED DD/MM/YYYY
REVISED DD/MM/YYYY
DRAFT APPROVAL EXTENDED FROM DD/MM/YYYY TO DD/MM/YYYY

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The City of Ottawa's conditions applying to the draft approval of Claridge Corporation's Subdivision (File No. D07-16-19-0021), 4725 Spratt Road, are as follows:

		<p>This approval applies to the draft plan certified by Annis O’Sullivan, Vollebekk Ltd, Ontario Land Surveyor, dated May 29, 2020, showing, 7 streets, 34 residential blocks, 2 pathway blocks, 6 30-cm reserves, 2 road widening blocks.</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) Assessment of Adequacy of Public Services Claridge Homes Phase 3 Lands – 4725 Spratt, prepared by IBI Group, dated August 2020. 2) Geotechnical Investigation Proposed Residential Development 4623 & 4725 Spratt Road, prepared by Paterson Group Inc., dated December 10, 2018 3) Phase 1 ESA, 4725 Spratt Road, prepared by patersongroup, dated October 23, 2018. 4) Phase 1 ESA, Response Letter, 4725 Spratt Road, prepared by patersongroup, dated October 24, 2019. 5) Tree Conservation Report and Environmental Impact Statement, Updated, prepared by Munster Environmental Planning Inc., dated June 4, 2019. 6) Draft Integrated Environmental Review Statement (IERS), 4725 Spratt Road and 4623 Spratt Road (south parcel), prepared by Fotenn, dated August 2, 2019. 7) Transportation Impact Assessment, 4725 Spratt Road, prepared by IBI, dated November 21, 2018. 8) Noise Control Feasibility Study, 4725 Spratt Road, prepared by IBI, dated February 2019, revised and redated August 2020. 9) Streetscape Plan 1 of 2, Riverside South Townhomes, Spratt Road, L1 prepared by James B. Lennox, dated 11/13/2019, Revision 2, dated 11/20/2019 <p>Subject to the conditions below, these plans and reports may require updating and/or additional details prior to final approval.</p>	
		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	OTTAWA Planning

		authorities and shall file copies thereof with the General Manager, Planning, Infrastructure and Economic Development Department.	
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 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>	OTTAWA Planning
3.	G3	The Owner acknowledges and agrees that any residential blocks for street-oriented dwelling units on the final Plan shall be configured to ensure that there will be no more than 25 units per block.	OTTAWA Planning
4.	G4	<p>The Owner acknowledges and agrees that any person who, prior to the draft plan approval, entered into a purchase and sale agreement with respect to lots or blocks created by this Subdivision, shall be permitted to withdraw from such agreement without penalty and with full refund of any deposit paid, up until the acknowledgement noted above has been executed.</p> <p>The Owner agrees to provide to the General Manager, Planning, 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</p>	OTTAWA Legal

		include any special warning clauses, such as but not limited to Noise Warnings and easements.	
5.	G5	All prospective purchasers shall be informed through a clause in the agreements of purchase and sale of the presence of lightweight fill on the lands, and that the presence of such lightweight fill may result in specific restrictions on landscaping, pools, additions, decks and fencing	OTTAWA Legal
6.	G6	The Owner, or his agents, shall not commence or permit the commencement of any site related works until such time as a pre-construction meeting has been held with Planning, Infrastructure and Economic Development Department staff and until the City issues a Commence Work Notification.	OTTAWA Planning
		<u>Landowners Agreement</u>	
7.	LA1	Prior to registration or early servicing, the Owner agrees to provide the City with a clearance letter from the trustee of the Riverside South Development Corporation Landowners Group, confirming that the Owner is party to the Riverside South Development Corporation Landowners Group and that Cost Sharing Agreements (if applicable) and all of the obligations, financial and otherwise, of the landowner(s) of this subdivision have been fulfilled pursuant to the Landowners Agreement.	LG
		<u>Zoning</u>	
8.	Z1	The Owner agrees that prior to registration of the Plan of Subdivision, the Owner shall ensure that the proposed Plan of Subdivision shall conform with a Zoning By-law approved under the requirements of the <i>Planning Act</i> , with all possibility of appeal to the Ontario Municipal Board exhausted.	OTTAWA Planning
9.	Z2	The Owner undertakes and agrees that prior to the registration of the Plan of Subdivision, the Owner shall deliver to the City a certificate executed by an Ontario Land Surveyor showing that the area and frontage of all lots and blocks within the Subdivision are in accordance with the applicable Zoning By-law.	OTTAWA Planning
		<u>Roadway Modifications</u>	
10.	RM1	The Owner shall pay all expenses associated with all works related to roadway modifications, and shall provide financial security in the amount of 100% of the cost of implementing the required works.	OTTAWA Planning
11.	RM2	[Road signage and pavement marking] The Owner agrees to provide a Development Information Form and Geometric Plan indicating:	OTTAWA Planning

		<p>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> <p>prior to the earlier of registration of the Agreement or early servicing. Such form and plan shall be to the satisfaction of the General Manager, Planning, Infrastructure and Economic Development Department.</p>	Transpo Plg
12.	RM7	<p>[Traffic calming] 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 polices related to Design Priority Areas); • pavement markings/signage; and • temporary/seasonal installations such as flexi posts or removable bollards. 	OTTAWA Planning
		<u>Highways/Roads</u>	
	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
	HR2	The Owner shall retain a licensed or registered professional with expertise in the field of transportation planning and/or traffic operations to prepare a Transportation Impact Assessment. The study shall comply with the City of Ottawa's Transportation Impact Assessment Guidelines. The Owner	OTTAWA Planning

	agrees to revise the Draft Plan in accordance with the recommendations of the study.	
HR3	The Owner shall provide for temporary turnarounds for all streets terminating at the edge of any phase of development, prior to registration of the Plan. The Owner agrees that it will convey to the City at no cost any temporary easements that may be required in order to establish the temporary turnarounds. For any portion of the temporary turn-around easements that do not form part of the permanent road allowance, the easements shall be released at the expense of the Owner when the easements are no longer required by the City.	OTTAWA Planning
HR4	The Owner shall convey to the City, at no cost to the City, an unencumbered road widening along <i>Spratt Road</i> , 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
HR5	Any dead ends and/or open spaces of road allowances created by this plan of subdivision may be terminated in 0.3 metre reserves. The Owner shall place 0.3 metre reserves on the following locations: <ul style="list-style-type: none"> • <i>Street 2 at Spratt</i> • <i>Street 5 at Spratt</i> 	OTTAWA Planning Legal
HR6	The Owner shall provide site triangles at the following locations on the final plan: <ul style="list-style-type: none"> • <i>Street 1 and Street 7</i> • <i>Street 1 and Street 3</i> • <i>Street 1 and Street 4</i> • <i>Street 7 and Street 5</i> • <i>Street 6 and Street 5</i> • <i>Street 3 and Street 2</i> 	OTTAWA Planning Legal
HR7	A 0.3 m reserve adjacent to the widened limit of <i>Spratt Road</i> shall be indicated on the plan submitted for registration and conveyed at no cost to the City.	OTTAWA Planning Legal
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

HR10	The Owner acknowledges that should the plan be registered in phases; the first phase of registration shall include: <ul style="list-style-type: none"> • <i>list all lands and required works to be part of first phase</i> 	OTTAWA Planning
HR11	All streets shall be named to the satisfaction of the Chief Building Official and in accordance with the Municipal Addressing Bylaw or the Private Roadways By-law as applicable.	OTTAWA Planning BCS
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
HR15	The Owner acknowledges that the construction of buildings may be restricted on certain lots and/or blocks until such time as road connections are made so that snow plow turning and garbage collection can be implemented.	OTTAWA Planning
	<u>Public Transit</u>	
PT1	The Owner shall design and construct, at its expense, <u>Borbridge Avenue / Collector '1'</u> which has been identified for potential transit service routes, to Transportation Association of Canada standards, including right-of-way width, horizontal and vertical geometry, pavement structure and the construction of sidewalks on both sides of the street.	OTTAWA Planning Transit
PT2	The Owner shall design and construct, at its expense, the determined locations for transit passenger standing areas and concrete shelter pads at the locations identified as bus stops to the specifications of Transportation Services Department.	OTTAWA Transit
PT3	The Owner shall ensure that the staging of the subdivision, including the construction of dwellings, roadways, walkways, and passenger standing areas and shelter pads, shall occur in a sequence that permits operation of an efficient, high quality transit service at all stages of development.	OTTAWA Planning Transit
PT4	The Owner shall orient dwellings and vehicular accesses in the vicinity of bus stops in such a manner as to avoid traffic conflicts and visual intrusion. Prior to the earlier of early servicing or	OTTAWA Transit

	<p>registration, the Owner shall submit plans to Planning, Infrastructure and Economic Development Department for approval indicating the orientation of all dwellings and private accesses in the vicinity of all bus stop locations.</p>	
PT5	<p>The Owner shall inform all prospective purchasers, through a clause in all agreements of Purchase and Sale and indicate on all plans used for marketing purposes, such as but not limited to community or site maps published on the Owner’s website or available in the sales centre, those streets identified for potential transit services, the location of the bus stops including passenger standing areas and shelter pads, the location of the future rapid transit corridor and the future rapid transit stations locations, and the location of the existing Riverview Park and Ride in relation to the subdivision.</p>	OTTAWA Transit
PT6	<p>The Owner, together with the City, shall determine the method and means by which the development and adjacent areas can be efficiently and effectively serviced by transit. If deemed appropriate by the City, the Owner shall enter into an agreement with the Transportation Services Department, prior to registration, to outline the provision of interim bus service. Said agreement shall include, but not be limited to, the following: establishment of routes and stops and levels of service and provision and maintenance of stops and turnarounds. The agreement may also include funding and cost-sharing arrangements and timing and triggers for the transfer of responsibility to the City.</p>	OTTAWA Planning Transit
	<p>Prior to registration, the Owner shall provide walkway blocks at window Street 2 and Street 5 to enable pedestrian connectivity to Spratt Road and shorten walking distance to the future rapid transit station at Spratt Road and the future rapid transit corridor.</p>	OTTAWA Planning Transit
	<p><u>Geotechnical</u></p>	
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 the respective lots 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>	OTTAWA Planning

	<p>(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</p> <p>(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> <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>	
GT2	<p>The Owner shall submit a geotechnical report prepared in accordance with the City's Geotechnical Investigation and Reporting Guidelines and/or Slope Stability Guidelines for Development Applications by a geotechnical engineer or geoscientist, licensed in the Province of Ontario, containing detailed information on applicable geotechnical matters and recommendations to the satisfaction of the General Manager, Planning, Infrastructure and Economic Development which include, but are not limited to:</p> <ul style="list-style-type: none"> a) existing sub-surface soils, groundwater conditions; b) slope stability (including an assessment during seismic loading) and erosion protection, in addition to any building construction requirements adjacent to unstable slope; c) clearly indicate orientation of any cross-sections used in slope stability analysis and location of center of the slip circle; d) grade raise restrictions on the site and, if appropriate, the impacts this will have on the slope stability; e) design and construction of underground services to the building, including differential settlement near any buildings or structures; f) design and construction of roadway, fire routes and parking lots; g) design and construction of retaining walls and/or slope protection; h) design and construction of engineered fill; i) design and construction of building foundations; j) site dewatering; k) design and construction of swimming pools; l) design and construction of park blocks for its intended uses; and m) in areas of sensitive marine clay soils: 	OTTAWA Planning
GT3	<p>[Sensitive marine clay soils]</p> <p>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</p>	OTTAWA Planning

	<p>due to the presence of sensitive marine clay soils, as per the City’s Tree Planting in Sensitive Marine Clay Soils – 2017 Guidelines.</p> <p>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:</p> <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. <p>c) In locations where all six conditions in the Tree Planting in Sensitive Marine Clay Soils – 2017 Guidelines cannot be met (e.g. if soils are generally >40% plasticity) the 2005 Clay Soils Policy will apply, meaning only small, low-water demand trees can be planted at a minimum separation distance of 7.5m from a building foundation. In these cases, the Zoning By-law will be used to ensure sufficient front yard setbacks to accommodate street trees in the right-of-way. For example, if street trees are planted in the right-of-way at a distance of 2m from the front lot line, then the minimum front yard setback would be 5.5m (7.5m – 2m).</p>	
GT4	<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>	
S1	<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</p>	

		satisfaction of the General Manager, Planning, Infrastructure and Economic Development Department.	
S2	Pathways and fencing on private lands The Owner shall construct a 2-metre wide asphalt pathway(s) as well as coated-chainlink fencing along the perimeter of the walkway block(s) and plantings at the following locations: <ul style="list-style-type: none"> • within Block(s) 10, 35 	OTTAWA Planning	
S3	Sidewalks along public roads The Owner agrees to design and construct 2-metre wide sidewalks at the following locations: <ul style="list-style-type: none"> • Street 1 on both sides, • Streets 2, 4 on the northern side to connect to the pathways to the BRT, • Street 5, on one side 	OTTAWA Planning	
S4	The Owner agrees to design and construct, fully accessible, 2-metre wide concrete walkways and related works through the length of the public lands, to be shown on the future landscape plan in the following locations: <ul style="list-style-type: none"> • Connecting the dead-end of Street #2 to the sidewalk on Spratt Road • Connecting the dead-end of Street #5 to the sidewalk on Spratt Road 	OTTAWA Planning	
S6	Chain link fence between public and private lands a) The Owner agrees to design and construct 1.5 metre black vinyl-coated chain link fences with privacy slats in accordance with the Fence By-law at the following locations: <ul style="list-style-type: none"> • North side of Block 8,9,11, 12,13,14 as a buffer to the future MUP and Bus Rapid Transit (BRT) Corridor <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> 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.	OTTAWA Planning	

<p>S8</p>	<p>Wood privacy fences</p> <p>a) The Owner agrees to design and construct 1.8 metre wood privacy fences in accordance with the Fence By-law at the following locations:</p> <ul style="list-style-type: none"> • North, east and south of the two existing residential properties that front onto Spratt Road. <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>	<p>OTTAWA Planning</p>
<p>S10</p>	<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>(developer name)</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>	<p>OTTAWA Planning</p>
	<p><u>Landscaping/Streetscaping</u></p>	
<p>LS1</p>	<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>	<p>OTTAWA Planning Forestry</p>

<p>LS2</p>	<p>The Owner agrees that for all townhouse units, a minimum of 1 tree per 2 townhouse units 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. d) If trees need to be replaced, Forestry staff reserve the right to plant appropriate size trees at one tree per lot. <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>	<p>OTTAWA Planning Forestry</p>
<p>LS3</p>	<p>In areas of sensitive marine clay soils where the six conditions of the Tree Planting in Sensitive Marine Clay Soils – 2017 Guidelines have been met, the following shall be provided:</p> <ul style="list-style-type: none"> a) The landscape plan shall include a note indicating that is has been developed as per the geotechnical report (patersongroup, December 10, 2018), to the satisfaction of the General Manager, Planning Infrastructure and Economic Development. b) At the time of tree planting, in addition to providing an F1 inspection form, the Landscape Architect will provide a signed letter indicating that trees have been planted with appropriate soil volume in accordance with the approved Landscape Plan, to the satisfaction of the General Manager, Planning Infrastructure and Economic Development. 	<p>OTTAWA Planning</p>

		Should specific site constraints prevent the required allocation of street trees, the <i>laterals for those lots shall be adequately insulated and installed under the driveways</i> to the satisfaction of the General Manager, Planning, Infrastructure and Economic Development Department. Any additional trees that are not able to be accommodated are to be planted as per condition LS2.	
		Should specific site constraints prevent the required allocation of street trees, the to the satisfaction of the General Manager, Planning, Infrastructure and Economic Development Department. Any additional trees that are not able to be accommodated are to be planted as per condition LS2.	
		<u>Tree Conservation</u>	
	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
	TC3	The Owner agrees to maintain the tree protection measures until construction is complete and/or the City has provided written permission to remove them.	OTTAWA Planning
		<u>Gateway Features</u>	
	GF2	<p>The Owner acknowledges and agrees that the proposed Secondary Neighbourhood Gateway Feature(s) <u>located at Spratt Road and Borbridge Avenue/Collector “1”</u> is permanent, and 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.</p> <p>Prior to the earlier of registration or installation, the Owner shall deposit security to guarantee on-going maintenance and removal of the Secondary Neighbourhood Gateway Feature(s).</p> <p>The Owner shall be solely responsible for the on-going upkeep and maintenance of the Secondary Neighbourhood Gateway Feature.</p>	OTTAWA Planning

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

Parks

P1

The parkland dedication requirement has been calculated at the rates established for residential purposes in the Parkland Dedication By-law 2009-95 for a dedication requirement of 0.917 hectares. In the event that the number of dwelling units changes and/or the land use changes, the required parkland dedication requirement will also change. The parkland dedication requirement has been calculated as follows:

Proposed Use	Number of Dwelling Units	Parkland Dedication Rate	Parkland Dedication Requirement (ha)
Townhomes	275	1 ha per 300 dwelling units	0.917
Total	275		0.917

OTTAWA Parks

P2

The Owner acknowledges and agrees that no parkland will be conveyed to the City within the subdivision. The balance of the parkland dedication requirement is 0.917 hectares. The Owner acknowledges and agrees that the under dedication of parkland within the subdivision is intended to be offset by the over dedication of parkland in other subdivisions in the Riverside South Community Design Plan area.

The Owner acknowledges and agrees that the Riverside South Community Landowners Core Services Cost Sharing Agreement dated December 2020 (the "Riverside South CSA") provides for the sharing of parkland and park facility costs within the Riverside South Community Design Plan area. Prior to the registration of the Subdivision Agreement, the Owner shall submit to the City proof from the landowners' trustee that the Owner is party to the Riverside CSA and has paid its share of any costs pursuant to the agreement, or the Owner shall submit other suitable documentation from the landowners' trustee demonstrating that the Owner is participating in the Riverside South CSA, to the satisfaction of the General Manager, Recreation, Cultural and Facility Services.

OTTAWA Parks

P3

The Owner acknowledges and agrees that the subdivision corresponds with the Claridge-15-2 Phase 17 lands and the Claridge-16 Phase 17 lands

OTTAWA Parks

	<p>as described in the Riverside South CSA. The Owner further acknowledges and agrees that the Owner's proportionate share of the shared parkland costs and the Owner's proportionate share of the shared park facilities costs, as described on Schedules C-6A and C-6B of the Riverside South CSA, are based on an estimated total parkland dedication requirement of 1.223 hectares for the subdivision as follows: Parkland Dedication Requirement Claridge-15-2 Phase 17: 0.083 hectares Claridge-16 Phase 17: 1.15 hectares <u>Total: 1.233 hectares</u></p> <p>In the event that the final parkland dedication requirement for the subdivision exceeds 1.233 hectares based on the Parkland Dedication By-law and the final land use and dwelling unit count, the Owner agrees to pay cash-in-lieu of parkland dedication for the portion of the parkland dedication requirement that exceeds 1.233 hectares. The Owner further agrees to pay the cost of the appraisal inclusive of HST if any cash-in-lieu of parkland dedication is required. The cash-in-lieu of parkland dedication shall be directed 60% to the Ward 22 cash-in-lieu of parkland reserve (Account #830311) and 40% to the City-wide cash-in-lieu of parkland reserve (Account #830015).</p>	
	<u>Environmental Constraints</u>	
EC3	The Owner acknowledges and agrees that the construction of the subdivision shall be in accordance with the mitigation measures and recommendations of Draft Environmental Impact Statement, prepared by Fotenn, dated August 2, 2019.	OTTAWA Planning CA
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
	The Owner acknowledges and agrees that butternut (<i>Juglans cinerea</i>) is identified on their property in the TCR/EIS and it is protected as an endangered species under the Endangered Species Act (ESA). Prior to registration of the plan of subdivision, early servicing and/or commence work, the Owner shall obtain approval under the ESA through registration and/or permit, as applicable and provide a copy registration/permit to the General Manager of Planning and Growth Management.	OTTAWA Planning CA
	<u>Stormwater Management</u>	
SW1	The Owner shall provide any and all stormwater reports in accordance with a Conceptual Stormwater Site Management Plan that will 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	OTTAWA Planning CA

	<p>shall include, but not be limited to, the provision of erosion and sedimentation control measures, implementation or phasing requirements of interim or permanent measures, and all stormwater monitoring and testing requirements.</p> <p>All reports and plans shall be to the satisfaction of the General Manager, Planning, Infrastructure and Economic Development Department.</p>	
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
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
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
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>	OTTAWA Legal

	<p>“The Owner acknowledges that some of the rear yards within this subdivision are used for on-site storage of infrequent storm events. Pool installation and/or grading alterations and/or coach houses on some of the lots may not be permitted and/or revisions to the approved Subdivision Stormwater Management Plan Report may be required to study the possibility of modification on any individual lot. The Owner must obtain approval of the General Manager, Planning, Infrastructure and Economic Development Department of the City of Ottawa prior to undertaking any grading alterations.”</p>	
SW8	<p>Where the Owner is required under this Agreement to provide the oversize and/or over-depth storm sewers or open drains in order to make provisions for later development of upstream lands not owned by the Owner herein, as referred to in the approved plans, the City will, insofar as it legally may, require that payment shall be made by the Owner of such upstream undeveloped land which will utilize the said storm sewers as an outlet(s), prior to registration. The amount of payment shall be determined by the General Manager, Planning, Infrastructure and Economic Development Department.</p>	
	<p>That prior to registration a detailed stormwater management plan consistent with the conceptual plan “<i>Assessment of Adequacy of Public Services – Claridge Homes Phase 3 Lands – 4725 Spratt Road, (Claridge Homes (Spratt Road) Inc.), Riverside South Community, Rideau River Area</i>”, dated February 2019, prepared by IBI Group be prepared and approved to the satisfaction of the Rideau Valley Conservation Authority and the City of Ottawa and all recommendations in the approved final swm plan be implemented by the Owner.</p>	RVCA OTTAWA Planning
	<p>Owner acknowledges and agrees that prior to commencement of construction of this subdivision (clearing, grubbing, roads, utilities, any off-site works, etc.) the owner shall:</p> <ol style="list-style-type: none"> a. Have an erosion and sediment control plan prepared by a professional engineer in accordance with current best management practices, b. Have this plan approved by the City of Ottawa, and c. Provide certification to the City of Ottawa and the Conservation Partners by a professional engineer that the plan has been implemented. 	RVCA
	<u>Sanitary Services</u>	
SS1	<p>The Owner agrees to submit detailed municipal servicing plans, prepared by a Professional Civil Engineer licensed in the Province of Ontario, to the General Manager, Planning, Infrastructure and Economic Development Department.</p>	OTTAWA Planning

SS2	Where the Owner is required under this Agreement to provide and install sanitary sewers of a diameter larger and/or at a greater depth than would be required to service the area to be developed, as detailed in the approved plans of this agreement, the Owner shall convey to the City such 0.3m reserves as may be necessary to prevent the Owners and developers of adjacent lands from making connections to the sanitary sewers installed by the Owner, the City will, insofar as it legally may, require other persons connecting to the sewer to pay an equitable share of the cost thereof to the Owner. The amount of payment shall be determined by the General Manager, Planning, Infrastructure and Economic Development Department.	OTTAWA Planning	
SS3	As the Owner proposes a road allowance(s) of less than 20 metres, and if the Owner also proposed boulevards between 4.0 and 5.0 metres wide, the Owner shall meet the following requirements: <ul style="list-style-type: none"> a) extend water, sanitary, and storm services a minimum of 2.0 metres onto private property during installation before being capped; b) install high voltage electrical cable through the transformer foundations to maintain adequate clearance from the gas main; c) provide and install conduits as required by each utility; d) provide and install transformer security walls when a 3.0 metres clearance, as required by the Electrical Code, cannot be maintained. The design and location of the security wall must be approved by the local hydro utility; and e) install all road-crossing ducts at a depth not to exceed 1.2 metres from top of duct to final grade. 	OTTAWA Planning	
	<u>Water Services</u>		
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	
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	

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
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
W5	The owner acknowledges and agrees to provide a Water Age Analysis prior to registration which reflects their proposed phasing and scheduling. Where required, through this analysis or through testing, the Owner acknowledges and agrees that flushing infrastructure will be installed at no cost to the City, and that the Owner will be responsible for all costs associated with the consumption and disposal of water, as required, to ensure that adequate chlorine residual is maintained throughout the water system, all to the satisfaction of the General Manager, Public Works and Environmental Services	OTTAWA Planning
W6	The Owner acknowledges and agrees not to apply for, nor shall the City issue, building permits for more than 50 dwelling units (or the equivalent) where the watermain for such units is not looped. Any unit serviced by a looped watermain that is not looped shall be required to have sufficient fire protection, to the satisfaction of the General Manager, Planning, Infrastructure and Economic Development Department.	OTTAWA Planning
	The Owner acknowledges and agrees that if water quality cannot be achieved on the proposed temporary dead end watermain then temporary automatic flushing chamber(s) shall be provided with all costs borne by the Owner.	
	The Owner acknowledges and agrees that if the required fire flow cannot be achieved for any units on a temporary dead end watermain, then said units shall be frozen from development until such time the required watermain looping is provided.	
	<u>Serviced Lands</u>	
SL1	The Owner shall be responsible for the provisions of the following works, including oversizing and over depth (where appropriate), at its cost, in accordance with plans approved by the General Manager, Planning, Infrastructure and Economic Development Department, and/or the Province: <ul style="list-style-type: none"> a. Watermains; b. Sanitary Sewers; 	OTTAWA Planning

		<ul style="list-style-type: none"> 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. 	
	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
	SL3	The Owner agrees to provide services oversized and over depth to service lands beyond the limits of the subdivision as required and to the satisfaction of the General Manager, Planning, Infrastructure and Economic Development Department.	OTTAWA Planning
	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

	<p><u>Unserviced Lands</u></p>	
	<p><u>Desktop Hydrogeological Impact Assessment:</u> The Owner agrees to provide, with their first detailed engineering submission, a desktop hydrogeological impact assessment addressing the impacts to existing wells in the vicinity of the development to the satisfaction of the General Manager, Planning, Infrastructure and Economic Development Department.</p> <ul style="list-style-type: none"> • This report shall include at a minimum the following items: <ul style="list-style-type: none"> ○ Basic hydrogeology for the area ○ Risk to existing wells during construction and from the long term development of the site (e.g. quantity/quality, recharge, water budget) ○ Monitoring program for existing wells. 	
	<p><u>Hydrogeological Baseline Water Quality Sampling Program</u></p> <ol style="list-style-type: none"> a) Prior to early servicing or registration, whichever is earlier, the Owner shall submit a Hydrogeological Baseline Water Quality Sampling Program, for review and approval by the General Manager, Planning, Infrastructure and Economic Development, in accordance with the recommendations of the Desktop Hydrogeological Impact Assessment. Prior to contacting the residents, the pre-survey letter is to be reviewed and approved by the General Manager, Planning, Infrastructure and Economic Development. b) The Owner acknowledges and agrees that the Hydrogeological Baseline Water Quality Sampling Program will apply to all properties that are either wholly or partially within the boundary recommended by the Desktop Hydrogeological Impact Assessment mentioned above. 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. 	

	<p>In Case of a Complaint</p> <p>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 to the City, the Owner shall provide temporary water supply within twelve (12) hours of a legitimate complaint. The Owner shall retain a hydrogeologist to investigate the cause of the problem and shall submit a report within fifteen (15) working days of the complaint to the General Manager, Planning, Infrastructure and Economic Development 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 and with equivalent or better quality and quantity, consisting of either:</p> <ul style="list-style-type: none"> a) A new well, complete with a pump, piping and all appurtenances required to provide potable water to the house, including abandonment of the existing well; or b) If possible, connection to municipal water, including all associated costs to bring the service to the house, including abandonment of the existing well. <p>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.</p>	
	<p><u>Utilities</u></p>	
<p>U1</p>	<p>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).</p>	<p>OTTAWA Planning</p>
<p>H1</p>	<p>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.</p>	<p>Hydro Ottawa</p>

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	
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	
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	
H5	The Owner shall be responsible for servicing the buildings within the property. Only one service entrance per property shall be permitted.	Hydro Ottawa	
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	
H7	Hydro Ottawa prohibits any change of grade that results in reduced life expectancy of the asset. Any change in grade of more than 0.3m in the vicinity of proposed or existing electric utility equipment shall be reviewed with Hydro Ottawa.	Hydro Ottawa	
H8	The Owner shall ensure that any landscaping or surface finishing does not encroach into existing or proposed Hydro Ottawa's overhead or underground assets or easement. When proposing to place plantings in proximity of existing power lines, the Owner shall refer to Hydro Ottawa's free publication "Tree Planting Advice". The shrub or tree location and expected growth must be considered. If any Hydro Ottawa related activity requires the trimming, cutting or removal of vegetation, or removal of other landscaping or surface finishing, the activity and the re-instatement shall be at the Owner's expense.	Hydro Ottawa	
H9	The Owner is advised that there are overhead medium voltage overhead lines along the <u>west side of Spratt Road</u> . 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	Hydro Ottawa	

	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.	
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 such easements or infrastructure as may be deemed appropriate by the General Manager, Planning, Infrastructure and Economic Development.</p>	Hydro Ottawa
		Rogers
	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 conflict with existing Bell Canada facilities or easements, the Owner shall be responsible for the relocation of such facilities or easements.	Bell
	<u>Fire Services</u>	

FUS1	<p>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.</p>	OTTAWA Planning
FUS2	<p>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.</p>	OTTAWA Planning
FUS3	<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 Purchaser agrees to include this clause in any future purchase and sale agreements.”</p>	OTTAWA Planning
FUS4	<p>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.</p> <p>The currently proposed locations, requiring a 3.0m fire break easement or firewalls, identified in the assessment of adequacy of public services report by IBI Group dated August 2020 are within Blocks 5, 18, 23/25, 26 and 28</p>	OTTAWA Planning

	<u>Noise Attenuation</u>	
N1	<p>The Owner acknowledges and agrees that they have had a Noise Study undertaken related to noise assessment and land use planning with respect to noises generated by moving and stationary sources prepared by a Professional Engineer, licensed in the province of Ontario to the satisfaction and approval of the General Manager, Planning, Infrastructure and Economic Development Department. The Study shall comply with:</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 has provided 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
N2	<p>Where structural mitigation measures are required as a result of the Noise Assessment Study, the Owner shall provide, prior to final building inspection, certification to the General Manager, Planning, Infrastructure and Economic Development Department, through a Professional Engineer, that the noise control measures have been implemented in accordance with the approved study.</p>	OTTAWA Planning
N3	<p>The Owner is advised that if the lands are located within the Composite 25 or 30 Noise Contours and the Airport Operations Influence Zone line for the Ottawa-MacDonald Cartier International Airport, despite any measures used to attenuate aircraft noise, noise due to aircraft operations may continue to interfere with some indoor and outdoor activities for the residences, particularly during the summer months. The City is not responsible if, regardless of the implementations of noise control measures, the purchaser or occupant of the dwellings finds the noise levels due to aircraft noise offensive and a concern.</p>	OTTAWA Planning Airport Authority
N4	<p>The Owner agrees that all purchase and sale agreements for the whole or any part of the lot/block on the Plan of Subdivision shall contain the following clauses that shall be registered as a notice on title in respect of all Lots and Blocks:</p>	OTTAWA Planning Legal
	<p>Warning Clause Type A: "Transferees are advised that sound levels due to increasing Spratt Road, Borbridge Avenue (Street no.1), BRT traffic may occasionally interfere with</p>	

	some activities of the dwelling occupants as the sound levels exceed the City's and the Ministry of the Environment's noise criteria."	
	Warning Clause Type B: "Transferees are advised that despite the inclusion of noise control features in the development and within the building units, sound levels due to increasing Spratt Road, Borbridge Avenue (Street no.1), BRT traffic may on occasions interfere with some activities of the dwelling occupants as the sound levels exceed the City's and the Ministry of the Environment's noise criteria."	
	Warning Clause Type C: "This dwelling unit has been fitted with a forced air heating system and the ducting, etc. was sized to accommodate central air conditioning. Installation of central air conditioning by the occupant will allow windows and exterior doors to remain closed, thereby ensuring that the indoor sound levels are within the City's and the Ministry of the Environment's noise criteria. (Note: The location and installation of the outdoor air conditioning device should comply with the noise criteria of MOE Publication NPC-216, Residential Air Conditioning Devices and thus minimize the noise impacts both on and in the immediate vicinity of the subject property.)"	
	Warning Clause Type D "This dwelling unit has been supplied with a central air conditioning system which will allow windows and exterior doors to remain closed, thereby ensuring that the indoor sound levels are within the City's and the Ministry of the Environment's noise criteria."	
	Warning Clause Type E "Purchasers/Tenants are advised that due to the proximity of the Ottawa-Macdonald-Cartier International Airport, sound levels from the Airport and individual aircraft may at times be audible."	
	<u>Land Transfers</u>	
LT1	The Owner shall convey, at no cost to the City, all lands required for public purposes, including but not limited to, reserves, road widenings, daylighting triangles, walkway blocks, open space blocks, and lands required for parks (or cash-in-lieu thereof) and for stormwater management. In particular, the Owner agrees to convey the following lands: <ul style="list-style-type: none"> i. Pathway, Walkway or Servicing Blocks – ii. Road Widening Blocks 42, 43 iii. 0.3 m Reserve Blocks 36, 37, 38, 39, 40, 41 	OTTAWA Planning Legal

	iv. Transit Corridors – Block 7							
LT2	The Owner agrees to convey, at no cost to the City, any easements that may be required for the provision of water and wastewater systems, in addition to underground or overland stormwater drainage systems.	OTTAWA Planning Legal						
	<u>Blasting</u>							
B1	<p>The Owner agree that all blasting activities will conform to the City of Ottawa’s standard S.P. No: F-1201 Use of Explosives. Prior to any blasting activities, a pre-blast survey shall be prepared as per F-1201, at the Owner expense for all buildings, utilities, structures, water wells, and facilities likely to be affected by the blast and those within 75 m of the location where explosives are to be used. The standard inspection procedure shall include the provision of an explanatory letter to the owner or occupant and owner with a formal request for permission to carry out an inspection.</p> <p>The Owner agree to provide a Notification Letter in compliance with City specification F-1201. Specification indicates that a minimum of 15 Business days prior to blasting the Contractor shall provide written notice to all owner(s) and tenants of buildings or facilities within a minimum of 150m of the blasting location. The Owner agrees to submit a copy of the Notification Letter to the City.</p>	OTTAWA Planning						
	<u>Development Charges By-law</u>							
DC1	<p>The Owner acknowledges that some of the Works of the Subdivision are eligible for development charges recovery pursuant to the applicable Development Charges By-law and background study, based on City Council authorizing the required payment(s). Such recoveries are to be determined and agreed to by the City, prior to the commencement of the associated Works or as agreed to by the City. The Owner also agrees to enter into any agreement(s) that are required to access the applicable development charges.</p> <p>The Owner further acknowledges that reimbursement will only occur within a stipulated timeframe identified in the City’s background study, accompanied by an overall accounting of the budgetary impact that may delay the ability to access funds for repayment if there is a deficit in the reserve fund and the submission of all proper documentation including acceptance of the work by the City.</p> <p>The Owner acknowledges that the following list of capital projects are eligible for development charge recovery:</p> <table border="1" data-bbox="375 1791 1278 1854"> <thead> <tr> <th>DC item</th> <th>Description</th> <th>Account</th> </tr> </thead> <tbody> <tr> <td> </td> <td> </td> <td> </td> </tr> </tbody> </table>	DC item	Description	Account				OTTAWA Planning Legal
DC item	Description	Account						

		S1-9	Riverside South Pond 5 Storm Sewer (oversizing)	909540	
DC2	<p>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>.</p>				OTTAWA Planning Legal
DC3	<p>The Owner acknowledges and agrees to enter into any front-ending agreements with the City of Ottawa for (specify the works) that are anticipated to be required in advance of the time as approved by Council. The City shall repay the Owner for the cost of works as noted herein in accordance with the approved Front-Ending Policy of the City's Development Charge By-law, and subject to budget approval of the required expenditure by City Council in the year in which it is approved.</p>				OTTAWA Planning Legal
DC4	<p>The Owner acknowledges that for building permits issued after January 15, 2010, payment of non-residential development charges, excluding development charges for institutional developments, may be calculated in two installments at the option of the Owner, such option to be exercised by the Owner at the time of the application for the building permit. The non-discounted portion of the development charge shall be paid at the time of issuance of the building permit and the discounted portion of the development charge shall be payable a maximum of two years from the date of issuance of the initial building permit subject to the following conditions:</p> <ul style="list-style-type: none"> a) a written acknowledgement from the Owner of the obligation to pay the discounted portion of the development charges; b) no reduction in the Letter of Credit below the amount of the outstanding discounted development charges; and c) indexing of the development charges in accordance with the provisions of the Development Charges By-law. <p>The Owner further acknowledges that Council may terminate the eligibility for this two-stage payment at any time without notice, including for the lands subject to this agreement and including for a building permit for which an application has been filed but not yet issued.</p> <p>For the purposes of this provision, "discounted portion" means the costs of eligible services, except fire, police and engineered services that are subject to 90% cost recovery of growth-related net capital costs for</p>				OTTAWA Planning Legal

	<p>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>	
Surv1	The Owner shall provide the final plan intended for registration in a digital format that is compatible with the City’s computerized system. (ALWAYS REQUIRED)	OTTAWA Planning
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
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>	
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
C2	<p>Bill 163 and 20</p> <p>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.</p>	OTTAWA Legal
C3	The owner shall pay any outstanding taxes owing to the City of Ottawa prior to registration.	OTTAWA Planning Revenue
C4	Prior to registration of the Plan of Subdivision, the City is to be satisfied that conditions 1 to X (specify, for example 1 to 140) have been fulfilled.	OTTAWA Planning
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	OTTAWA Planning

	<p>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.</p>	
C6	<p>Bill 163 and 20 If the Plan of Subdivision, including all phases within the draft approved plan of subdivision, has not been registered by three years after the date of approval (<i>a date at least three years after the date of draft approval will be inserted later</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.</p>	OTTAWA Planning

ⁱ For Clearing Agencies:

- “Planning” refers to Planning Services.
- “LG” refers to applicable landowners group, such as Kanata North (KNLG), Kanata West (KWLG), Fernbank (FLG), East Urban (EULG), Manotick SDA (MLG), and Barrhaven South (BSLG).
- “CA” refers to applicable conservation authorities, including RVCA, MVCA, and SNCA.
- “Legal” refers to Legal Services.
- “Parks” refers to Parks and Facilities Planning Services.
- “BCS” refers to Building Code Services.
- “Transit” refers to Transit Planning.
- “Transpo Plg” refers to Transportation Planning.
- “Forestry” refers to Forest Management.
- “MTCS” refers to the Ministry of Tourism, Culture and Sport.
- “Revenue” refers to Revenue Services.
- “Surveys” refers to Surveys & Mapping/City Surveyor.