

MENU OF CONDITIONS
FOR DRAFT APPROVAL
GLENVIEW HOME (INNES) LIMITED
SUBDIVISION, 3610 INNES ROAD

DRAFT APPROVED DD/MM/YYYY

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The City of Ottawa's conditions applying to the draft approval of Glenview Homes (Innes) Limited's Subdivision (File No. D07-16-19-0027), 3610 Innes Road, are as follows:

1.		<p>This approval applies to the draft plan certified by J.D.Barnes Ontario Land Surveyor, dated MONTH, DAY, YEAR, showing 151 Residential Lots, 9 streets, 10 residential blocks, 4 pathway blocks, 1 open space block, # 30cm reserves and # temporary turning circles.</p> <p>This approval applies to the approved conceptual plans and reports in support of the draft plan as follows (list plans, reports and studies associated with the draft approval):</p> <ol style="list-style-type: none"> 1) Conceptual Site Servicing and Stormwater Management Report, prepared by Novatech, dated April 3, 2020 2) Addendum to Conceptual Site Servicing and Stormwater Management Report, prepared by Novatech, dated November 27, 2020 3) Geotechnical Investigation, Report: PG4026-2 Revision 2, prepared by Paterson Group, dated April 2, 2020 4) Traffic Impact Assessment, Ref: R-2018-155, prepared by Novatech, dated April 15, 2020 5) Stage 1 & 2 Archaeological Assessment for 3604-3646 Innes Road, Report Number: 1788059, prepared by Golder Associates, dated January 12, 2018 6) EIS – Species at Risk and Mitigation Measures – Updated prepared by Muncaster Environmental Planning Inc. dated October 13, 2020 7) Phase One Environmental Site Assessment Update, Part of Report No. 161-06382-00, prepared by WSP, dated June 27, 2016 8) Phase Two Environmental Site Assessment Update and Remediation, Report No. 161-06382-00, prepared by WSP, dated November 28, 2016 9) Planning Rationale & Integrated Environmental Review Statement, Ref: R-2019-173, prepared by Novatech, dated October 4, 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 Agency¹</u>
		<u>General</u>	
2.	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.	
3.	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
4.	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
5.	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.	
6.	G5	All prospective purchasers shall of affected lots 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
7.	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>	
8.	LA1	The City will require each owner to demonstrate that it has executed the Funding Agreement and any applicable Cost Sharing Agreement, or the other owners consent to the owner proceeding in advance of the Cost Sharing Agreement being executed, as a condition of approval for all draft plan of subdivision and condominium, site plan and severance applications in the secondary plan area. A development condition shall require notification from the Administrator of the EUC Phase 3 Area Landowners Group that the owner is party to the relevant agreement(s) and has paid their share of any costs pursuant to the agreement(s) prior to registration.	LG
		<u>Zoning</u>	
9.	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
10.	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
11.		The Owner acknowledges and agrees that in those situations where both interior side yard setbacks of a dwelling lot are less than 1.2 metres and are obstructed by permitted projections, a shared access easement shall be registered on the titles to the affected lot and one of the abutting lots in order to provide clear and unobstructed access within the side yard.	OTTAWA Planning

		<u>Roadway Modifications</u>	
12.	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
13.	RM2	<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, Infrastructure and Economic Development Department.</p>	OTTAWA Planning Transpo Plg
14.	RM7	<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
		<u>Highways/Roads</u>	
15.	HR1	The Owner acknowledges and agrees that all supporting transportation studies and design of all roads and intersections shall be to the satisfaction	OTTAWA Planning

		of the General Manager, Planning, Infrastructure and Economic Development Department.	
16.	HR2	The Owner shall retain a licensed or registered professional with expertise in the field of transportation planning and/or traffic operations to prepare a Transportation Impact Assessment. The study shall comply with the City of Ottawa's Transportation Impact Assessment Guidelines. The Owner agrees to revise the Draft Plan in accordance with the recommendations of the study to the satisfaction of the General Manager, Planning, Infrastructure and Economic Development Department.	OTTAWA Planning
17.	HR3	The Owner shall provide temporary turn-arounds for all streets terminating at the edge of any phase of development, prior to registration of the Plan, to the satisfaction of the General Manager, Planning, Infrastructure and Economic Development Department. 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 turn-arounds. Turning circle(s) may include a 0.3-metre reserve along the perimeter of any temporary turning circle(s), to the satisfaction of the General Manager, Planning, Infrastructure and Economic Development Department. For any portion of the temporary turn-around easements that do not form part of the permanent road allowance, the easements shall be released at the expense of the Owner when the easements are no longer required by the City.	OTTAWA Planning
18.	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>dead ends of Streets 1, 5 and 7</i> 	OTTAWA Planning Legal
19.	HR6	The Owner shall provide the following site triangles on the final plan at all of the following occurrences of intersections of public roads within the limits of the plan of subdivision: <p>Public lanes to local lanes: 3m x 3m Local road to local road: 3m x 3m Local road to collector road: 5m x 5m Collector road to collector road: 5m x 5m Collector road to arterial road: 5m x 5m Arterial road to arterial road: 5m x 5m</p>	OTTAWA Planning Legal
20.	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, at a minimum, ensure that contractors respect the peak traffic periods to ensure construction does not impact residents' daily commute; and that Innes Road is regularly cleaned and kept free of	OTTAWA Planning

		construction mud and debris to ensure commuters and cyclists are not affected by stones, dirt, debris and dust. Such plan shall be to the satisfaction of the General Manager, Planning, Infrastructure and Economic Development Department.	
21.	HR10	The Owner acknowledges that should the plan be registered in one phase; the registration shall include: <ul style="list-style-type: none"> • • <i>All Blocks</i> 	OTTAWA Planning
22.	HR11	All streets shall be named to the satisfaction of the Director of Building Code Services and in accordance with the Municipal Addressing By-law or the Private Roadways By-law as applicable.	OTTAWA Planning BCS
23.	HR15	The Owner acknowledges that the construction of buildings may be restricted on certain lots and/or blocks until such time as road connections are made so that snowplow turning and garbage collection can be implemented.	OTTAWA Planning
24.		The Owner acknowledges that the ongoing East Urban Community Mixed-use Centre Community Design Plan study (CDP) proposes a multi-use pathway facilities along future 24-metre wide collector roads extending west through the subdivision (Street 1). The Owner further agrees to design and build such facilities within Street 1 to City standards should the need be identified in the approved CDP.	OTTAWA Planning
25.		The Owner acknowledges and agrees that, where feasible, the driveways leading to multiple attached dwelling blocks fronting along a public road, shall be paired. The pairing of driveways shall be shown on all detailed drawings submitted for review and approval and shall be to the satisfaction of the General Manager, Planning, Infrastructure and Economic Development Department.	OTTAWA Planning
		<u>Public Transit</u>	
26.	PT1	The Owner shall design and construct, at its expense, Street 1, which has/have been identified as transit service routes, to Transportation Association of Canada standards, including right-of-way width, horizontal and vertical geometry. The Owner shall design and construct, at its expense, the determined locations for transit passenger standing areas and shelter pads, to the specifications of the General Manager, Planning, Infrastructure and Economic Development Department. Specific bus stop locations will be identified during the creation of the composite utility plan. All of the above shall be to the specifications and satisfaction of the General Manager, Planning, Infrastructure and Economic Development Department.	OTTAWA Planning Transit

27.		The Owner shall, prior to registration, design and construct a temporary turn-around for designated-transit Street 1 at the limit of the subdivision over Block 159as required, or on the abutting east lands owned by others, to accommodate interim transit routes, all to the satisfaction of the General Manager, Planning, Infrastructure and Economic Development Department and the Assistant General Manager, Transit Services Operations.	OTTAWA Transit
28.	PT2	The Owner shall ensure that the staging of the Subdivision, including the construction of dwellings, roadways, walkways, and paved passenger standing areas, or shelter pads, shall occur in a sequence that permits the operation of an efficient, high quality transit service at all stages of development.	OTTAWA Transit
29.	PT3	The Owner shall orient dwellings and vehicular accesses in the vicinity of bus stops in such a manner as to avoid traffic conflicts and visual intrusion. Prior to the earlier of early servicing or registration, the Owner shall submit plans to Planning, Infrastructure and Economic Development Department for approval indicating the orientation of all dwellings and private accesses in the vicinity of all bus stop locations.	OTTAWA Planning Transit
30.	PT4	The Owner shall inform all prospective purchasers, through a clause in all agreements of Purchase and Sale and indicate on all plans used for marketing purposes, those streets identified for potential transit services, the location of the bus stops, paved passenger standing areas, or shelters pads and shelters, any of which may be located in front of or adjacent to the purchaser's lot at any time.	OTTAWA Transit
31.	PT5	The Owner agrees to implement a Transit Service Strategy in accordance with the Official Plan. The Owner, together with the City, will determine the method and means by which the developments, as well as adjacent areas, can be efficiently and effectively serviced by transit. The Owner shall enter into an agreement with the Transit Services Branch, prior to the registration of the subdivision, to outline the provision of interim bus service. Said agreement shall include, but not be limited to, the following: establishment of routes and stops and levels of service and provision and maintenance of stops and turnarounds. The agreement may include: funding and cost-sharing arrangements and timing and triggers for the transfer of responsibility to City.	OTTAWA Transit
		<u>Geotechnical</u>	
32.	GT1	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 Lot, and included in the municipal covenant agreement against the title:	OTTAWA Planning

		<p>"The Owner acknowledges that special soils conditions exist on this lot which will require:</p> <ul style="list-style-type: none"> (a) a geotechnical engineer licensed in the Province of Ontario to approve any proposal or design for a swimming pool installation or other proposal requiring an additional building permit on this lot prior to applying for a pool enclosure permit or installing the pool; and (b) the Owner to submit a copy of the geotechnical engineer's or geoscientists report to the General Manager, Planning, Infrastructure and Economic Development Department at the time of the application for the pool enclosure or additional building permit. <p>The Owner also acknowledges that said engineer or geoscientist will be required to certify that the construction has been completed in accordance with his/her recommendation and that a copy of the certification or report will be submitted to the General Manager, Planning, Infrastructure and Economic Development Department.</p>	
33.	GT2	<p>The Owner shall submit a geotechnical report prepared in accordance with the City's approved 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"> 1. existing sub-surface soils, groundwater conditions; 2. slope stability (including an assessment during seismic loading) and erosion protection, in addition to any building construction requirements adjacent to unstable slope; 3. clearly indicate orientation of any cross-sections used in slope stability analysis and location of center of the slip circle; 4. grade raise restrictions on the site and, if appropriate, the impacts this will have on the slope stability; 5. design and construction of underground services to the building, including differential settlement near any buildings or structures; 6. design and construction of roadway, fire routes and parking lots; 7. design and construction of retaining walls and/or slope protection; 8. design and construction of engineered fill; 9. design and construction of building foundations; 10. site dewatering; 11. tree planting; 12. any restrictions to landscaping, in particular type and size of trees and the proximity of these to structures/buildings; 13. the construction for future infrastructure and buildings; 	OTTAWA Planning

		<p>14. design and construction of swimming pools, hot tubs, decks, and additions;</p> <p>15. design and construction of park blocks for its intended uses; and</p> <p>16. in areas of sensitive marine clay soils:</p>	
34.	GT3	<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 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>	OTTAWA Planning
35.	GT4	In areas of sensitive marine clay soils, the Owner agrees that, prior to registration, to prepare an information package for homeowners regarding tree planting and watering, in accordance with the supporting geotechnical	OTTAWA Forestry

		report. This information must be approved by Forestry Services prior to circulation to homeowners.	
		<u>Pathways, Sidewalks, Walkways, Fencing, and Noise Barriers</u>	
36.	S1	The Owner acknowledges and agrees that all pathways, sidewalks, walkways, fencing, and noise barriers are to be designed and constructed in accordance with City specifications, at no cost to the City, and to the satisfaction of the General Manager, Planning, Infrastructure and Economic Development Department.	OTTAWA Planning
37.	S2	The Owner shall construct a 1.8-metre asphalt pathway within each of Blocks 163 to 166, or asphalt widths that match with abutting developments inclusive, as well as 1.5 metre heavy-duty black vinyl-coated chain link fencing to the satisfaction of the General Manager, Planning, Infrastructure and Economic Development Department. Wood post-and-rail fencing to City standards shall be installed along the abutting residential lot lines extending from the end of the chain link fencing at a point in line with the front wall of the adjacent dwellings to the road allowance, all to the satisfaction of the General Manager, Planning, Infrastructure and Economic Development Department.	OTTAWA Planning
38.	S3	The Owner agrees to design and construct, at no cost to the City, sidewalks in accordance with City Specifications in the following locations: <ul style="list-style-type: none"> • Street 1 – MUP on north side and sidewalk on south side • Street 9 – sidewalk both sides from Innes Road to Street 2 (up to Block 159) • Street 9 – sidewalk on west and south sides from Street 2 to Street 2 • Street 2 – sidewalk on west side from Street 9 to Street 1 • Street 7 – sidewalk on south side 	OTTAWA Planning
39.	S5	The Owner agrees to connect all new pathways, sidewalks, walkways to the existing pathways, sidewalks, walkways located at the following locations: <ul style="list-style-type: none"> • Street 1 at Jargeau Road • Street 9 at Innes Road • Block 165 to existing path 	OTTAWA Planning
40.	S7	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: <ul style="list-style-type: none"> • Along the south and east boundary of the Park Block 162 where the park abuts residential lots <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</p>	OTTAWA Planning Parks

		<p>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 X for details..</p>	
41.	S9	<p>a) The Owner agrees to design and erect, at no cost to the City, noise attenuation barriers in accordance with City Specifications at the locations to be specified in the Noise Study required to be submitted to the satisfaction and approval of the General Manager, Planning, Infrastructure and Economic Development Department.</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
42.	S10	<p>The Owner shall insert a clause in each agreement of purchase and sale and shall be registered as a notice on title in respect of all lands which fences have been constructed stating that:</p> <p>"Purchasers are advised that they must maintain all fences in good repair, including those as constructed by <i>Glenview Homes (Innes) Limited</i> along the boundary of this land, to the satisfaction of the General Manager, Planning, Infrastructure and Economic Development Department. The Purchaser agrees to include this clause in any future purchase and sale agreements".</p>	OTTAWA Planning
		<u>Landscaping/Streetscaping</u>	
43.	LS1	<p>The Owner agrees, prior to registration to have a landscape plan(s) for the plan of subdivision prepared by a Landscape Architect, in accordance with the recommendations contained in the geotechnical report(s), the Tree Conservation Report, and/or the Environmental Impact Statement (if appropriate).</p> <p>The landscape plan(s) shall include detailed planting locations, plant lists which include species, plant form and sizes, details of planting methods, pathway widths and materials, access points, fencing requirements and fencing materials, other landscape features and gateway features where required.</p>	OTTAWA Planning Forestry

		<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>	
44.	LS2	<p>The Owner agrees that for all single detached and semi-detached lots, a minimum of 1 tree per interior lot and 2 trees per exterior side yard lots (i.e. corner lots) shall be provided on the landscape plan(s).</p> <p>In areas of low/medium plasticity sensitive marine clay soils, the following exceptions in accordance with the Tree Planting in Sensitive Marine Clay Soils - 2017 Guidelines will apply in order to maximize the number of medium size trees:</p> <ul style="list-style-type: none"> a) Where abutting properties form a continuous greenspace between driveways, one medium size tree will be planted instead of two small size trees, provided the minimum soil volume can be achieved. In these cases only, for the purposes of determining the minimum number of trees to be planted, one medium size tree that replaces two small trees will be counted as two trees. b) The medium size tree should be planted as close as possible to the middle of this continuous greenspace (in the right-of-way) to maximize available soil volume. c) On larger lots with sufficient soil volume for a medium size tree, one medium size tree will be planted on each lot (or each side of a corner lot), even if the abutting properties form a continuous greenspace between driveways. d) If trees need to be replaced, Forestry staff reserve the right to plant appropriate size trees at one tree per lot. <p>Along park frontages, the Landscape Plan shall locate trees at a 6-8 metre on-centre separation distance along the full extent of the road right-of-way abutting any park 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</p>	OTTAWA Planning Forestry

		alternative locations, to the satisfaction of the General Manager, Planning, Infrastructure and Economic Development Department.	
45.	LS3	<p>In areas of sensitive marine clay soils where the six conditions of the Tree Planting in Sensitive Marine Clay Soils – 2017 Guidelines have been met, the following shall be provided:</p> <p>a) The landscape plan shall include a note indicating that is has been developed as per the geotechnical report(s) (date, author), the letter (date, author), and Map (date, title), to the satisfaction of the General Manager, Planning Infrastructure and Economic Development.</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 Infrastructure and Economic Development.</p>	OTTAWA Planning
46.		Prior to registration or Commence Work Notification of the Composite Utility Plan, the Owner agrees to have a landscape plan for the draft plan of subdivision prepared by a Landscape Architect. The landscape plan shall include detailed planting location and species list, pathway width and materials, access points, fencing requirements and fencing materials and shall be approved by the General Manager, Planning, Infrastructure and Economic Development Department prior to subdivision registration	OTTAWA Planning and Forestry Services
47.		The Owner agrees to implement the approved landscape plan to the satisfaction of the General Manager, Planning, Infrastructure and Economic Development Department.	OTTAWA Planning and Forestry Services
		<u>Tree Conservation</u>	
48.	TC1	The Owner acknowledges and agrees to abide by the Urban Tree Conservation By-law, 2009-200, and that any trees to be removed from the site shall be in accordance with an approved Tree Permit to the satisfaction of the General Manager, Planning, Infrastructure and Economic Development Department.	OTTAWA Planning
49.	TC3	The Owner agrees to maintain the tree protection measures until construction is complete and/or the City has provided written permission to remove them.	OTTAWA Planning
		<u>Urban Design</u>	
		The Owner acknowledges and agrees to use best efforts during the siting of dwellings on the lots and/or blocks to ensure that the designs of all	OTTAWA Planning

		dwellings and streetscapes have regard to the design principles and are consistent with the guidelines contained within all applicable City of Ottawa urban design guidelines, including the Council-approved <i>Building Better and Smarter Suburbs</i> initiatives. In particular, the flanking exterior side façades of dwellings on corner lots should feature elevations that address the street.																															
		<u>Parks</u>																															
50.	P1	<p>In accordance with the Planning Act and the City of Ottawa Parkland Dedication By-law, the Owner shall: (select one)</p> <p>a) convey Blocks 162 to the City for parkland purposes; and/ or</p> <p>b) provide cash-in-lieu of parkland on the subject lands within Ward 2 such value of the land to be determined by the City's Realty Services Branch. The Applicant shall bear the cost of any appraisal costs incurred by the City.</p> <p>All to the satisfaction of the General Manager, Recreation, Cultural and Facility Services Department.</p>	OTTAWA Parks																														
51.	P2	<p>The Owner covenants and agrees that Block 162 will be conveyed to the City, at no cost, as dedicated parkland. The size and configuration of the park block on the Final Plan shall be to the satisfaction of the General Manager, Recreation, Cultural and Facility Services Department.</p> <p>The Owner covenants and agrees that the parkland dedication requirement has been calculated at a rate of one hectare per 300 units (residential >18units/ha), but for apartments, as defined by the zoning by-law this parkland conveyance will not exceed a maximum of 10% of the land area of the site being developed. Based on the estimated number of 302 units for this subdivision, there is a parkland dedication requirement of 1.007 hectares, as shown in the calculation below:</p> <table><tr><th colspan="5">Parkland Dedication Required</th></tr><tr><td>Residential Units:</td><td>302</td><td rowspan="2">Total:</td><td rowspan="2">Calculation</td><td rowspan="2">Parkland Required (ha)</td></tr><tr><td>Unit Sub-Totals:</td><td>302</td></tr><tr><td colspan="2"></td><td>302</td><td>1 / 300</td><td>1.007</td></tr><tr><td colspan="4">Parkland REQUIRED Total (ha):</td><td>1.007</td></tr></table> <table><tr><th colspan="2">Parkland Dedicated:</th></tr><tr><td>Block 162</td><td>1.002</td></tr><tr><td>Parkland DEDICATED Total (ha) :</td><td>1.002</td></tr><tr><td>Parkland Under-Dedication (ha) :</td><td>0.005</td></tr></table> <p>In the event that the number of units change, the required parkland dedication will also change.</p>	Parkland Dedication Required					Residential Units:	302	Total:	Calculation	Parkland Required (ha)	Unit Sub-Totals:	302			302	1 / 300	1.007	Parkland REQUIRED Total (ha):				1.007	Parkland Dedicated:		Block 162	1.002	Parkland DEDICATED Total (ha) :	1.002	Parkland Under-Dedication (ha) :	0.005	OTTAWA Parks
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Parkland Under-Dedication (ha) :	0.005																																

52.		<p>The Owner acknowledges and agrees that Blocks 160 and 161 have been identified as future residential development. Once the land use and densities have been determined for Blocks 160 and 161, additional parkland dedication will be required. It is expected that when the said blocks are developed, appropriate parkland dedication will be determined and calculated at the required rate noted above in condition 54. Land conveyance or cash-in-lieu of parkland will be determined through future development applications for said blocks, all to the satisfaction of the General Manager, Recreation, Cultural and Facility Services.</p> <p>The Owner acknowledges and agrees if cash-in-lieu of parkland is determined sufficient through development of Blocks 160 and 161, such value of the land will be determined by the City's Realty Service Branch. The Owner shall be responsible for any appraisal costs incurred by the City, all to the satisfaction of the General Manager, Recreation, Cultural and Facility Services Department.</p>	OTTAWA RC&FS
53.		<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
54.	P3	<p>The Owner acknowledges and agrees to design and construct the parkland, identified as Block 162, in accordance with City specifications and standards. The Owner further agrees to provide design plans and documents as detailed in the Park Development Manual 2ed edition 2017 (and as amended) for the park(s). The plans and documents will detail the designs, costs and amenities to be provided in each park. The expected cost of the design, construction, review and inspection of these parks will be in accordance with the rate per hectare and indexing rate utilized for park development by the City at the time of registration of each phase of development.</p>	OTTAWA Parks

		The design plans and documents as well as the final budget for design, construction, review and inspection shall be subject to approval by the City, all to the satisfaction of the General Manager, Recreation, Cultural and Facility Services Department.	
55.	P4	<p>All Owner obligations associated with the Park Block(s) must be completed to the satisfaction of the General Manager, Recreation, Cultural and Facility Services Department within two years of registration.</p> <p>If the Park Block(s) is not tendered and under construction within two years of registration, the Owner agrees that the park development budget shall be based on the park development rate per hectare in effect at the time of the commencement of the park construction and that the Owner is required to pay the applicable Park Development rate for the current year that the park is to be built and those funds will be added to the park budget for construction</p>	OTTAWA Parks
56.	P5	The Owner acknowledges and agrees that no stormwater management facilities, encumbrances such as retaining walls, utility lines or easements of any kind shall be located on, or in front of, dedicated park blocks without the written approval of the General Manager, Recreation, Cultural and Facility Services Department.	OTTAWA Parks
57.	P6	The Owner acknowledges and agrees that any encumbrances which are not solely for the benefit of the park, such as retaining walls, utility lines or easements of any kind on lands, or portion thereof encumbering the design and function of future Park Block 162 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
58.	P7	<p>The Owner agrees the park block(s) must be fully developable for its intended use based on a geotechnical report. If any constraints to development of the park block(s) are found the measures necessary to mitigate the constraints and to provide a subgrade suitable for the intended park(s) 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
59.	P8	Once a Facility Fit Plan is submitted and approved by the General Manager, Recreation, Cultural and Facility Services, and after tree protection fencing has been installed accordingly, both as approved by the	OTTAWA Parks

		<p>General Manager, Recreation, Cultural and Facility Services Department, the Owner may remove vegetation, trees and topsoil from the park(s) to facilitate rough grading of the area. The Owner agrees that the Owner may stockpile the topsoil either on or off the park(s).</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 and all at the sole cost of the Owner.</p>	
60.	P9	<p>The City acknowledges and agrees that the Owner may use the Park(s) outside of the protected park areas for the stockpiling of materials or staging as needed. The Owner agrees to conduct the stockpiling of soils in accordance with the excess soils regulation, as amended, at the time of construction.</p> <p>The Owner agrees contaminated soils shall not be stockpiled on future park areas. The Owner agrees to provide to the City documentation of the source and quality of the soils temporarily stored on the future park areas.</p> <p>The Owner acknowledges and agrees that in the event that the Owner chooses to use the parkland for stockpiling or staging, once this use of the parkland is completed, all materials will be removed from the parkland and a geotechnical report by a qualified and licensed engineer or geoscientist will be submitted. The geotechnical report shall confirm that the subgrade is suitable for its intended use and that no contaminants have been deposited on the parkland. The geotechnical report must indicate the level of soil compaction on the site and conform to City Standards, to the satisfaction of the General Manager, Recreation, Cultural and Facility Services Department.</p> <p>The Owner agrees that any remediation required to the parkland as result of the owners use/or disturbance of the parkland will be at the Owner's expense and will be in addition to the estimated park budget calculated at the per hectare rate as indexed and such remediation work shall be completed to the satisfaction of the General Manager, Recreation, Cultural and Facility Services Department.</p>	OTTAWA Parks
61.	P10	The Owner further agrees to prepare and submit upon registration, for approval all park plans and documents required as noted in the Park Development Manual 2017 based on the approved Facility Fit Plan, all to the satisfaction of the General Manager, Recreation, Cultural and Facility Services Department	OTTAWA Parks
62.	P11	The Owner agrees to filling and rough grade the park block in accordance with the following:	OTTAWA Planning Parks

		<p>Any fill imported to the future park block must be conducted in accordance with the excess soils regulation, as amended, at the time of construction. Documentation of the source and quality of the fill to be imported must be approved by a Qualified Person. Soils must be tested to the minimum parameter list as specified in the excess soils regulation. Importation of soils with no chemical testing will not be permitted. Additional testing may be required by the Qualified Persons as defined in the regulation.</p> <p>Copies of all records related to all soils imported to the future park areas must be provided to the City. It is the responsibility of the Owner to fill and rough grade the park where necessary, with clean earth borrow, compacted and leveled within the park block accordingly, to provide for positive surface drainage as per the City Standards for Park Fill and rough grading as per the approved subdivision grading plan. All at the expense of the Owner. All works and fill materials are to be approved by the General Manager, Planning, Infrastructure and Economic Development Department prior to being placed on site.</p>	
63.	P12	<p>It is the responsibility of the Owner to undertake final grading of the park block as per the park working drawings /grading and drainage plan. This final grading will be covered by the park budget to a maximum of 10% of the park construction cost. Additional grading beyond 10% of park construction cost will be at the Owner's expense.</p> <p>All works and design drawings are subject to the approval of the General Manager, Recreation, Cultural and Facility Services Department and the General Manager, Planning, Infrastructure and Economic Development Department.</p> <p>Unless otherwise specified the Owner shall provide the following services and utilities to all Park Blocks:</p> <ul style="list-style-type: none"> a) A 300mm diameter storm sewer and CB/MH at 2m inside the park property line. b) A 50mm diameter water line complete with standpost at 2m inside the park property line. A city standard park water vault chamber, standard detail W31.1 latest version, must also be installed as part of parks water works. The park water vault will be funded from the park budget. Co-ordination of all park water works including water vault and meter installation is an Owner responsibility. c) 150mm diameter sanitary sewer and MH at 2m inside the park property line. d) A 120/240 volt, 200 amperes single phase hydro service at 2m inside the park property line. The Owner is responsible for making all arrangements and coordinating the connection of the new hydro (electrical) service, including costs and inspections, with the respective hydro (electricity) agencies. The Owner is also 	OTTAWA Planning Parks

		responsible to ensure the park electricity service(s) is included on the approved CUP drawings.	
64.	P13	The Owner shall install fencing of uniform appearance and quality, with a minimum height of 1.5m along the common boundary of all residential lots and other lots which abut Park Blocks. Fences shall be installed 0.15m on the park property side of the common property line, and the location of the fence shall be verified by an Ontario Land Surveyor. All fences must adhere to the City's fence By-law 2003-462. Fence materials will be of commercial grade and consist of 6-gauge black vinyl coated chain link material and black powder coated schedule 40 pipe rails and posts or an approved alternative. The fencing shall meet the Pool Enclosure By-law specifications.	OTTAWA Parks
65.	P14	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: "The Transferee for himself, his heirs, executors, administrators, successors and assigns acknowledge being advised that gates accessing public property are not permitted in the fences."	OTTAWA Parks
66.	P16	The Owner shall include a clause in each Agreement of Purchase and Sale and shall be registered as a notice on title in respect of all Lots and Blocks which shall provide notification to all purchasers of lands within the Subdivision that parkland within this subdivision and/or already existing in the vicinity of the subdivision may have (select as appropriate): 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.	OTTAWA Parks
67.	P17	The Owner acknowledges and agrees that, if the approved park concept design contains amenities proposed by the Owner that exceed the standard park design and construction budget, and if securities are not retained by the City for these items, the City shall not be responsible for these items in the event that the City must complete the park.	OTTAWA Parks
68.	P18	The Owner acknowledges and agrees that, following registration of this agreement, all park blocks will be transferred to the City. Notwithstanding said transfer, the Owner acknowledges and agrees that, prior to the assumption of the park by the City, the owner will retain all liability for the	OTTAWA Parks

		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.	
69.	P19	The Owner acknowledges and agrees that where multiple parks are to be developed within a Community Design Plan (CDP) area or draft plan of subdivision with multiple land-owners, the land-owners will enter into a cost sharing agreement to cover the cost of the development of the parks as per the direction of OPA 159. No approvals will be given on a plan of subdivision until a cost sharing agreement regarding the development of parkland within the development area has been entered into and submitted to the City. All to the satisfaction of the General Manager, Recreation, Cultural and Facility Services and the General Manager, Planning, Infrastructure and Economic Development.	OTTAWA Planning Parks
70.	P21	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: Future Parkland No Dumping No Removal of soils or Vegetation All at the expense of the Owner	OTTAWA Parks
71.	P22	Upon registration of the subdivision and transfer of ownership of the park block to the city, the Owner agrees to provide: <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, the Owner will hereby be granted consent to enter at no cost to complete the work. All is to the satisfaction of the General Manager of Recreation Culture and Facility Services.	OTTAWA Parks
72.		It is the responsibility of the Owner to remove all vegetation from the park block that has not been identified for retention. The tree removal within the park block will occur at same time as tree removal for the entire subdivision as identified in the tree removal permit which is submitted by the Owner and approved by the City. The Owner is solely responsible for the costs of any necessary tree removals occurring at this time.	OTTAWA <u>RC&FS</u>
73.	P23	The Owner acknowledges and agrees that no work within the ROW in front of, or around, any boundary of the park will be a park cost. All ROW work	OTTAWA Parks

		<p>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 ROW as a continual element of the park development, this work may be considered park work at the discretion of the General Manager, Recreation, Cultural and Facility Services.</p>	
74.		The Owner acknowledges and agrees to install a three-rail post-and-rail wood fence to City standards along the limit of development separating Park Block 162 from the stormwater management pond to the south.	OTTAWA RC&FS
		<u>Environmental Constraints</u>	
75.	EC1	The Owner shall prepare an Integrated Environmental Review and/or an Environmental Impact Statement, in accordance with the policies of the Official Plan, to the satisfaction of the General Manager, Planning, Infrastructure and Economic Development Department.	OTTAWA Planning CA
76.	EC2	The Owner agrees that prior to registration, early servicing, or other works that would alter the vegetative characteristics of the site, the Owner shall have the environmental impact statement updated as necessary to reflect the final plan as approved, and to address any changes to the anticipated impacts and recommended mitigation measures that may be required as a result of changes to the draft plan, changes in the regulatory context with respect to species at risk, or changes in the known environmental context of the site. This update shall be to the satisfaction of the General Manager, Planning, Infrastructure and Economic Development Department.	OTTAWA Planning
77.	EC3	<p>The Owner acknowledges and agrees that the construction of the subdivision shall be in accordance with the recommendations of BMR Lands, South Side of Innes Road, EIS – Species at Risk and Mitigation Measures – Updated prepared by Muncaster Environmental Planning Inc. dated October 13, 2020:</p> <ul style="list-style-type: none"> • To protect breeding birds, as required no additional tree or shrub removal should occur between April 15th and August 15th, unless a breeding bird survey conducted by a qualified biologist within five days of the woody vegetation removal identifies no active nests in the trees or shrubs; • Although not anticipated, any trees and shrubs to be retained are to be protected with sturdy orange construction fencing at least 1.2 metres in height installed from the tree trunk a minimum distance of ten times the retained tree diameter. Signs, notices or posters are not to be attached to any tree. No grading, heavy machinery traffic, stockpiling of material, machinery maintenance and refueling or 	OTTAWA Planning CA

		<p>other activities that may cause soil compaction to occur within five metres of the critical root zone of the trees to be retained and protected. The root system, trunk or branches of the trees to be retained are to be protected and not damaged. If any roots of trees to be retained are exposed during site alterations, the roots shall be immediately reburied with soil or covered with filter cloth, burlap or woodchips and kept moist until the roots can be buried permanently. A covering of plastic should be used to retain moisture during an extended period when watering may not be possible. Any roots that must be cut are to be cut cleanly to facilitate healing and as far from the tree as possible. Exhaust fumes from all equipment during construction will not be directed towards the retained trees. All of the supports and bracing for the protective fencing should be placed outside of the protected area and should be installed in such a way as to minimize root damage. Also, since the desired effect of the barrier is to prevent construction traffic from entering the critical root zone, the barrier should be kept in place until all site servicing and house construction has been completed;</p> <ul style="list-style-type: none"> • As indicated above, plantings of native vegetation as part of the urban residential subdivision on a lot-by-lot basis are recommended to provide natural environment and aesthetic features. Potential native species to plant include nannyberry, elderberry and dogwood shrubs along with sugar maple, red maple, basswood, balsam fir, white cedar, bur oak, red oak and white spruce trees. Sourcing native species from local seed sources is strongly recommended to ensure adaptability and longevity. Only locally appropriate native species are to be used for landscaping adjacent to natural features or buffer zones; • To protect any trees immediately adjacent to the site, no excavations or other activities that may impact the critical root zone of these adjacent trees should be undertaken within the critical root zones. The critical root zones are identified as ten times the diameter of the tree to be protected. To be conservative, no excavations, filling, stockpiling, or other major site disturbances should occur within four metres of the property line. The park proposed for the southwest portion of the site (see Figure 2) will provide extensive protection for any remaining trees adjacent to the site in this area; • The extent of exposed soils is to be kept to a minimum at all times. Re-vegetation of exposed, non-developed areas with native species is to be achieved as soon as possible; • The objective with respect to erosion and sediment controls will be to ensure that the surface water runoff leaving the site is not degraded with respect to water quantity or quality. Erosion and sediment control will focus on best management practices; 	
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		<ul style="list-style-type: none"> • Where groundwater must be removed, the groundwater will be pumped into a proper filter mechanism such as a sediment trap or filter bag prior to release to the environment; • Seepage barriers such as silt fencing, straw bale check dams and other sediment and erosion control measures will be installed as required to OPSD requirements in any temporary drainage ditches and around disturbed areas during construction and stockpiles of fine material. These control measures must be properly maintained to maximize their function during construction. An Erosion and Sediment Control Plan will be prepared during the detailed engineering analysis; • The contractors and other on-site workers are to be aware of potential Species at Risk in the vicinity of the site including butternut, and on appropriate measures to reduce human-wildlife conflict during the work. Appendix 1 of the City of Ottawa's Protocol for Wildlife Protection during Construction (August 2015) describes these species. The project biologist for this project is Bernie Muncaster (613-748-3753). Any Species at Risk sightings are to be immediately reported to the project biologist and the Ministry of Environment, Conservation and Parks and activities modified to avoid impacts until further direction by the Ministry; • As recommended in City of Ottawa (2015) prior to beginning work each day, wildlife is to be checked for by conducting a thorough visual inspection of the workspace and immediate surroundings. See Section 2.5 of City of Ottawa (2015) for additional recommendations on construction site management with respect to wildlife. Any turtles, snakes, or other sensitive wildlife in the work areas are to be relocated to the south. Animals should be moved only far enough to ensure their immediate safety. See Appendix 1 and the links in Section 4 of City of Ottawa (2015) for suggestions on how to effectively relocate turtles and snakes; • To discourage wildlife from entering the work areas during construction, the site should be kept clear of food wastes and other garbage, and proper drainage provided to avoid accumulation of standing water, which could attract amphibians, birds, and other wildlife to the work areas; • Municipal by-laws and provincial regulations for noise will be followed and utilities will be located as required in the vicinity of the site prior to construction; and, • Waste will be managed in accordance with provincial regulations. The contractor will have a spill kit on-hand at all times in case of spills or other accidents. 	
78.	EC4	The Owner agrees to abide by all appropriate regulations associated with Provincial and Federal statutes for the protection of wildlife, including migratory birds and species at risk.	OTTAWA Planning

		<u>Record of Site Condition / Contaminated Soil</u>	
79.	RSC1	The Owner shall be required to submit to the General Manager, Planning, Infrastructure and Economic Development Department and Chief Building Official, a Record of Site Condition (RSC) completed in accordance with the O.Reg. 153/04, and acknowledged by the Ministry of Environment. The RSC shall confirm that all or part of the site will be suitable for the proposed use in accordance with O.Reg. 153/04.	OTTAWA Planning BCS
		<u>Schools</u>	
80.	SC1	The Owner acknowledges and agrees to inform prospective purchasers that school accommodation pressures exist in the Ottawa-Carleton District School Board schools designated to serve this development which pressures are currently being addressed by the utilization of portable classrooms and/or directing students to schools outside their community.	OCDSB
		<u>Archaeology</u>	
81.	ARC1	<p>Where the Owner is required to undertake an archaeological assessment:</p> <ul style="list-style-type: none"> i. The Owner acknowledges having been required to retain a licensed consultant archaeologist to undertake an archaeological assessment of the entire property, including 1:10,000 scale mapping, "Archaeological Site Record" and report(s); ii. The Owner agrees to implement the recommendations of the approved assessment, including mitigation, through preservation or removal and documentation of archaeological resources; and iii. The Owner agrees that no site works shall take place until any archaeological resource conservation concerns have been addressed. <p>All of the above noted conditions shall be to the satisfaction of the Ministry of Tourism and Culture and the General Manager, Planning, Infrastructure and Economic Development Department.</p>	OTTAWA Planning MTCS
		<u>Stormwater Management</u>	
82.	SW1	The Owner shall provide any and all stormwater reports and addendums (in accordance with the Master Serving Study for East Urban Community Phase 3) that may be required by the City for approval prior to the commencement of any works in any phase of the Plan of Subdivision. Such reports shall be in accordance with any watershed or subwatershed studies, conceptual stormwater reports, City or Provincial standards, specifications and guidelines. The reports shall include, but not be limited to, the provision of erosion and sedimentation control measures,	OTTAWA Planning CA

		<p>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>	
83.	SW2	<p>(a) Prior to the commencement of construction of any phase of this Subdivision (roads, utilities, any off-site work, etc.) the Owner shall:</p> <ul style="list-style-type: none"> i. have a Stormwater Management Plan and an Erosion and Sediment Control Plan prepared by a Professional Engineer in accordance with current best management practices; ii. provide all digital models and modelling analysis in an acceptable format; iii. have said plans approved by the General Manager, Planning, Infrastructure and Economic Development Department, and iv. provide certification through a Professional Engineer licensed in the province of Ontario that the plans have been implemented. <p>(b) All submissions and any changes made to the Plan shall be submitted to the satisfaction to the City and the Rideau Valley Conservation Authority.</p> <p>(c) The Owner shall implement an inspection and monitoring plan to maintain erosion control measures.</p>	OTTAWA Planning CA
84.	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
85.	SW4	<p>The Owner agrees to be a party to the expansion of EUC Pond 1 upon the completion of the Master Servicing Study in support of the on-going East Urban Community Phase 3 Area Community Design Plan. Furthermore, the construction of the expansion of Pond 1 shall be completed to the satisfaction of the General Manager, Planning, Infrastructure and Economic Development Department.</p>	OTTAWA Planning
86.		<p>Prior to the registration, or the making of an application for a Ministry of Environment, Environmental Compliance Approval, for any stormwater works, whichever event first occurs, the Owner shall prepare a Stormwater Site Management Plan in accordance with a Conceptual Stormwater Site Management Plan. The Stormwater Site Management Plan shall identify the sequence of its implementation in relation to the construction of the</p>	OTTAWA Planning

		subdivision and shall be to the satisfaction of the General Manager, Planning, Infrastructure and Economic Development Department and the Rideau Valley Conservation Authority.	
87.		The Owners acknowledges and agrees to maintain the storm sewers within the subdivision until such time as the storm water connection and the expansion of EUC Pond 1 have been constructed and the City has given final acceptance to the storm sewers and pond. The storm sewers shall be inspected every two years and will be cleaned as necessary prior to final acceptance from the City. All costs shall be the sole responsibility of the Owner.	OTTAWA Planning
88.		The Owner agrees, prior to registration or the commencement of work, which ever comes first, to obtain all land and easements over adjacent lands necessary for storm water management and conveyance.	OTTAWA Planning
89.		The Owner acknowledges and agrees that an interim storm water management facility may be temporarily required prior to the expansion of Pond 1 unless it can be demonstrated that the existing Pond 1 has sufficient capacity to proceed with servicing Phase 1 without interim measures or expansion. If required, the Owner shall construct, maintain, operate, and decommission the interim storm water facility. All works associated with the interim stormwater management facility shall be at the sole cost of the Owner. The Owner shall demonstrate capacity to the satisfaction of the General Manager, Planning, Infrastructure and Economic Development Department.	OTTAWA Planning
90.		The Owner acknowledges and agrees that an interim storm water facility (or solutions) will be contained within the lands south of Street 7 on the draft plan, including Street 8 surrounding lots and blocks.	OTTAWA Planning
91.		The Owner acknowledges and agrees that prior to registration of the lands noted in condition 2 (above) the ultimate storm water servicing conditions will be coordinated with the MSS.	OTTAWA Planning
92.	SW5	The Owner agrees to design and construct, as part of the stormwater management infrastructure, at no cost to the City, a monitoring facility or facilities (if required) and vehicular access to the satisfaction of the City.	OTTAWA Planning
93.	SW6	The Owner agrees that the development of the Subdivision shall be undertaken in such a manner as to prevent any adverse effects, and to protect, enhance or restore any of the existing or natural environment, through the preparation of any storm water management reports, as required by the City. All reports are to be approved by the General Manager, Planning, Infrastructure and Economic Development Department prior to the commencement of any Works.	OTTAWA Planning

94.	SW7	<p>The Owner covenants and agrees that the following clause shall be incorporated into all agreements of purchase and sale for the whole, or any part, of a lot or block on the Plan of Subdivision, and registered separately against the title:</p> <p>“The Owner acknowledges that some of the rear yards within this subdivision are used for on-site storage of infrequent storm events. Pool installation and/or grading alterations and/or coach houses on some of the lots may not be permitted and/or revisions to the approved Subdivision Stormwater Management Plan Report may be required to study the possibility of modification on any individual lot. The Owner must obtain approval of the General Manager, Planning, Infrastructure and Economic Development Department of the City of Ottawa prior to undertaking any grading alterations.”</p>	OTTAWA Legal
95.	SW8	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.	OTTAWA Planning
96.		That prior to registration a detailed stormwater management plan consistent with the conceptual plan “Conceptual Site Serving and Stormwater Management Report – 3610 Innes Road (Former BMR Lands)” dated April 3 rd 2020, prepared by Novatech Engineering, Planners and Landscape Architects be prepared and approved to the satisfaction of the Rideau Valley Conservation Authority and the City of Ottawa.	RVCA
97.		That the subdivision agreement contain a clause with wording to the satisfaction of the Rideau Valley Conservation Authority and the City of Ottawa whereby the Owner acknowledges and agrees to implement all of the recommendations in the approved final stormwater management plan.	RVCA
		<u>Sanitary Services</u>	
98.	SS1	The Owner agrees to submit detailed municipal servicing plans, prepared by a Professional Civil Engineer licensed in the Province of Ontario, to the General Manager, Planning, Infrastructure and Economic Development Department.	OTTAWA Planning

99.	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
100.	SS3	<p>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:</p> <ul style="list-style-type: none"> a) extend water, sanitary, and storm services a minimum of 2.0 metres onto private property during installation before being capped; b) install high voltage electrical cable through the transformer foundations to maintain adequate clearance from the gas main; c) provide and install conduits as required by each utility; d) provide and install transformer security walls when a 3.0 metres clearance, as required by the Electrical Code, cannot be maintained. The 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.	W1	The Owner shall design and construct all necessary watermains and the details of services and meters for the lots abutting the watermains within the subject lands to the satisfaction of the General Manager, Planning, Infrastructure and Economic Development Department. 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.	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
103.	W3	The Owner acknowledges and agrees not to permit any occupancy of buildings on the individual Lots described in Schedule "A" until the water	OTTAWA Planning

		plant has been installed, sterilized and placed in service to the satisfaction of the General Manager, Planning, Infrastructure and Economic Development Department.	
104.	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
105.	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
106.	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) or 75 dwelling units on interim basis for less than two years where the watermain for such units is not looped. Any unit serviced by a looped watermain that is not looped shall be required to have sufficient fire protection, to the satisfaction of the General Manager, Planning, Infrastructure and Economic Development Department.	OTTAWA Planning
		<u>Serviced Lands</u>	
107.	SL1	<p>The Owner shall be responsible for the provisions of the following works, including oversizing and over depth (where appropriate), at its cost, in accordance with plans approved by the General Manager, Planning, Infrastructure and Economic Development Department, and/or the Province:</p> <ul style="list-style-type: none"> a. Watermains; b. Sanitary Sewers; c. Storm Sewers; d. Roads and traffic plant(s); e. Street Lights; f. Sidewalks; g. Landscaping; h. Street name, municipal numbering, and traffic signs; i. Stormwater management facilities; and j. Grade Control and Drainage. 	OTTAWA Planning

108.	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
109.	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
110.	SL4	The Owner shall not be entitled to a building permit, early servicing, or commencement of work construction until they can demonstrate that there is adequate road, sanitary, storm, and watermain capacity and any Environmental Compliance Approvals (ECA) necessary are approved. All are to the satisfaction of the General Manager, Planning, Infrastructure and Economic Development Department.	OTTAWA Planning
		<u>Utilities</u>	
111.	U1	The Owner is hereby advised that prior to commencing any work within the subdivision, the Owner must confirm that sufficient wire-line communication /telecommunication infrastructure is currently available to the proposed development to provide communication/telecommunication service to the proposed development. In the event that such infrastructure is not available, the Owner is hereby advised that the Owner shall ensure, at no cost to the City, the connection to and/or extension of the existing communication / telecommunication infrastructure. The Owner shall be required to demonstrate to the municipality that sufficient communication /telecommunication infrastructure facilities are available within the proposed development to enable, at a minimum, the effective delivery of communication /telecommunication for emergency management services (i.e. 911 Emergency Services).	Bell Canada OTTAWA Planning
112.	H1	The Owner shall pre-consult with Hydro Ottawa for any proposed reduction to the City of Ottawa three-metre minimum standard setback prior to designing the electrical servicing, as it may affect the electrical servicing design, timeline for installation and cost; this includes any proposed overhang encroachment into the 3m-setback space.	Hydro Ottawa
113.	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
114.	H3	The Owner is advised that there is limited capacity to service the proposed development at this time. 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	Hydro Ottawa

		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.	
115.	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
116.	H5	The Owner shall be responsible for servicing the buildings within the property. Only one service entrance per property shall be permitted.	Hydro Ottawa
117.	H6	Prior to commencement of any construction activities, the Owner shall inform Hydro Ottawa of any acute shock construction process or rubbelization 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
118.		<p>The Owner is advised that there is medium voltage underground infrastructure near the proposed entrance off of Innes Rd and within the roads of the adjacent Caivan development</p> <ul style="list-style-type: none"> a. There shall be no mechanical excavation within one and a half meters (1.5m) of any Hydro Ottawa underground plant unless the exact position of plant is determined by hand digging methods. Direct supervision by Hydro Ottawa forces, and protection or support of the underground assets shall be at the Owner's expense. b. The Owner shall not use steel curb and sidewalk form support pins in the vicinity of Hydro Ottawa underground plant for electrical safety. 	Hydro Ottawa
119.	H7	Hydro Ottawa prohibits any change of grade that results in reduced life expectancy of the asset. Any change in grade of more than 0.3m in the vicinity of proposed or existing electric utility equipment shall be reviewed with Hydro Ottawa. The proposed grade change around XX [state where] is more than 0.3m.	Hydro Ottawa
120.	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	Hydro Ottawa

		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.	
121.	H9	The Owner is advised that there are overhead medium voltage overhead lines along Innes Road. The Owner shall ensure that no personnel or equipment encroaches within three metres (3.0m) of the Hydro Ottawa overhead medium voltage distribution lines, unless approved by Hydro Ottawa. The Owner shall contact Hydro Ottawa prior to commencing work when proposing to work within 3.0m of the Hydro Ottawa distribution lines as noted above. No such work shall commence without approval of Hydro Ottawa.	Hydro Ottawa
122.	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
123.		The Owner acknowledges that servicing from new rear lanes is not permitted.	Hydro Ottawa

124.		The Owner shall contact Hydro Ottawa to discuss electrical servicing for the property. By Hydro Ottawa commenting on this proposal, Hydro Ottawa has not committed to, or approved the electrical servicing of the proposed development.	Hydro Ottawa
125.		The Owner shall convey, at their cost, all required easements as determined by Hydro Ottawa. The Owner further acknowledges and agrees that the City's Inhibiting Order will not be lifted until such time as the required transfer of easements to Hydro have occurred. The Owner will be required to provide written confirmation from Hydro to the City that the required easements have been obtained to Hydro's satisfaction and that the Inhibiting Order may be lifted, subject to any other City conditions for lifting.	Hydro Ottawa
126.		The Owner shall be responsible for all costs for feasible relocations, protection or encasement of any existing Hydro Ottawa plant.	Hydro Ottawa
127.		The Owner and its agents shall arrange for an underground electricity cable locate by contacting Ontario One Call at 1-800-400-2255, not less than seven (7) working days prior to excavating. There shall be no mechanical excavation within 1.5m of any Hydro Ottawa underground plant unless the exact position of plant is determined by hand digging methods. Direct supervision by Hydro Ottawa forces, and protection or support of the underground assets shall be at the Owner's expense.	Hydro Ottawa
128.		<p>Hydro Ottawa reserves the right to access their plant. Should Hydro Ottawa require the removal of structures, the Owner shall remove the structures within two (2) working days of receipt of notice and re-instate the structures at the Owner's cost when Hydro Ottawa has completed its work.</p> <p>In the event of an emergency, the Owner will respond to Hydro Ottawa's request to remove structures and in the most expeditious manner possible within two (2) hours of the receipt of notice at the Owner's cost. If the Owner cannot remove the structures within the two (2) hours, Hydro Ottawa can undertake the removal of the structures and the Owner shall pay the costs for removal and re-instatement of the structures. Hydro Ottawa will not be responsible for any damage done to the structures which might arise from the removal, provided those actions are taken without any gross negligence on the part of Hydro Ottawa or their contractors or agents.</p>	Hydro Ottawa
129.		The Owner shall apply Hydro Ottawa's standards and City approved road cross-section standards for public roads. Hydro Ottawa requests to be consulted before completing the composite utility plan where any four-party trench is proposed.	Hydro Ottawa

130.	Hydro Ottawa requests to be consulted before completing the composite utility plan where any four-party trench is proposed.	Hydro Ottawa
131.	The Owner shall comply with Hydro Ottawa's Conditions of Service and thus should be consulted for the servicing terms. The document, including referenced standards, guidelines and drawings, may be found at http://www.hydroottawa.com/residential/rates-and-conditions/conditions-of-service/ . The Owner should consult Hydro Ottawa prior to commencing engineering designs to ensure compliance with these documents.	Hydro Ottawa
132.	Hydro Ottawa reserves the right to raise conditions throughout the development of this proposal should the revisions contain non-conformances with, for example, Hydro Ottawa's Conditions of Service or Standards. To ensure the best outcome, Hydro Ottawa welcomes an early discussion on the proposal.	Hydro Ottawa
133.	The Owner acknowledges that Canada post will provide mail delivery service to the subdivision through centralized Community Mailboxes (CMBs). The Owner shall contact Canada Post to determine the suitable permanent locations for the CMBs. The location of the CMBs will be determined at the time of the preparation of the preliminary Composite Utility Plan and shall be indicated on all appropriate plans.	CANADA POST
134.	The Owner agrees, prior to offering any dwelling units for sale, to display a map on the wall of the sales office in a place readily accessible to prospective purchasers that indicates the location of all Canada Post approved Community Mailboxes throughout the subdivision.	CANADA POST
135.	The Owner agrees to include in all offers of purchase and sale a statement which advises the purchaser that mail will be delivered via Community Mailboxes. The locations of all Community Mailboxes installed throughout the subdivision shall be noted, and the affected homeowners shall be notified of any established easements granted to Canada Post to permit access to the Community Mail Box.	CANADA POST
136.	The Owner acknowledges that Canada Post will provide mail delivery to new residents of the subdivision as soon as dwellings are occupied. In this regard, the Owner shall provide a suitable and safe temporary site for a Community Mailbox until curbs, sidewalks and final grading are completed at the permanent Community Mail Box locations.	CANADA POST
137.	The Owner acknowledges and agrees to provide the following requirements for each approved Community Mailbox site and to include them on the appropriate servicing plans. a) Any required walkway across the boulevard, per municipal standards;	CANADA POST

		b) Any required curb depressions for wheelchair access, with an opening of at least two metres, to Canada Posts detailed specifications.	
138.		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 Canada
139.		The Owner shall transfer such new easements and maintenance agreements as are deemed necessary by Rogers Communications Partnership to service this subdivision, to the Utility's satisfaction and that of the appropriate authority and at no cost to the Utility. The Owner also shall ensure that such easement documents are registered on title immediately following registration of the final plan, and the affected agencies duly notified.	Rogers
140.		The Owner shall coordinate the preparation of an overall utility distribution plan. This plan should show the locations (shared or otherwise) and the installation timing and phasing of all required utilities (on-ground, below ground) through liaison with the appropriate electrical, gas, water, telephone and cablevision authority; this includes on-site drainage facilities. Such location plan shall be to the satisfaction of all affected authorities.	Rogers
141.		The Owner agrees with Rogers Communications Partnership to arrange for and pay the cost of the relocation of any existing services which is made necessary because of this subdivision, to the satisfaction of the authority having jurisdiction.	Rogers
		<u>Fire Services</u>	
142.		The Owner shall not demand of the City to issue, nor shall anyone claiming title from it or under its authority, demand of the City to issue, one or building permits to construct any building or other structure on any lots or block in the Subdivision until firebreak lots are designated to the satisfaction of the City's Fire Chief.	OTTAWA Fire
		<u>Noise Attenuation</u>	
143.	N1	The Owner shall have a Noise Study undertaken related to noise assessment and land use planning with respect to noises generated by moving and stationary sources prepared by a Professional Engineer, licensed in the province of Ontario to the satisfaction and approval of the General Manager, Planning, Infrastructure and Economic Development Department. The Study shall comply with:	OTTAWA Planning

		<ul style="list-style-type: none"> i. the City of Ottawa's Environmental Noise Control Guidelines, as amended; and ii. address, and be in accordance with, the current version of the Association of Professional Engineers of Ontario Guidelines for Professional Engineers providing Acoustical Engineering Services in Land Use Planning. <p>The study shall provide all specific details on the methods and measures required to attenuate any noise that exceeds the allowable noise limits in locations as determined by the recommendations of the Noise Assessment Study.</p>	
144.	N2	Where structural mitigation measures are required as a result of the Noise Assessment Study, the Owner shall provide, prior to final building inspection, certification to the General Manager, Planning, Infrastructure and Economic Development Department, through a Professional Engineer, that the noise control measures have been implemented in accordance with the approved study.	OTTAWA Planning
145.		<p>The Owner agrees that all purchase and sale agreements, and the Deed(s) for the whole or any part of the lot/block on the Plan of Subdivision shall contain the following clauses, as required and determined by an approved Noise Control Study prepared by a professional engineer, that shall be incorporated in all Transfers/Deeds from the Owner so that the clauses shall be covenants running with the lands in the Subdivision.</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>	OTTAWA Planning and Legal
		<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</p>	

		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."	
		<u>Land Transfers</u>	
146.	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, lands required for parks (or cash-in-lieu thereof) and for storm water measures, to the satisfaction of the General Manager, Planning, Infrastructure and Economic Development Department. In particular, the Owner shall convey, at no cost to the City, the following lands: i. Pathway, Walkway or Servicing Blocks – 163 and 166 ii. Park Block– 162 iii. 0.3 m Reserve Blocks – iv. Daylighting Triangles –	OTTAWA Planning Legal
147.	LT2	The Owner shall 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 to the satisfaction of the General Manager, Planning, Infrastructure and Economic Development Department.	OTTAWA Planning Legal
		<u>Blasting</u>	
148.	B1	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.	OTTAWA Planning

		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.	
		<u>Development Charges By-law</u>	
149.	DC1	The Owner acknowledges that some of the works of the Subdivision are eligible for development charges revenues pursuant to the City's applicable Development Charges By-law and background study, as well as budget approval by City Council where required. Such contributions are to be determined and agreed to by the City, prior to the commencement of the associated Works or as agreed to by the City. The Owner agrees to enter into any agreements that may be required pursuant to the applicable Development Charges By-law.	OTTAWA Planning Legal
150.	DC2	The Owner shall inform the purchaser after registration of each lot or block of the development charges that have been paid or which are still applicable to the lot or block. The applicable development charges shall be as stated as of the time of the conveyance of the relevant lot or block and the statement shall be provided at the time of the conveyance. The statement of the Owner of the applicable development charges shall also contain the statement that the development charges are subject to changes in accordance with the <i>Development Charges Act, 1997</i> and the <i>Education Development Charges Act</i> .	OTTAWA Planning Legal
151.	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. 	OTTAWA Planning Legal

		<p>The Owner further acknowledges that Council may terminate the eligibility for this two-stage payment at any time without notice, including for the lands subject to this agreement and including for a building permit for which an application has been filed but not yet issued.</p> <p>For the purposes of this provision, “discounted portion” means the costs of eligible services, except fire, police and engineered services that are subject to 90% cost recovery of growth-related net capital costs for purposes of funding from development charges. The 10% discounted portion, for applicable services, must be financed from non-development charge revenue sources.</p> <p>“Non-discounted portion” means the costs of eligible services, fire, police and engineered services, that are subject to 100% cost recovery of growth-related net capital costs for purposes of funding from development charges.</p>	
152.		The Owner acknowledges and agrees that in the case where the Lands benefit from a front-ended project that was constructed by others, the Owner shall pay all of its area-specific development charges owed either at the time of registration of a plan of subdivision or upon the issuance of the first conditional building permit, whichever comes first.	OTTAWA Planning Legal
153.		In the case where multiple Front-Ending Agreements are in force in the same area-specific development charge By-law, and the City has approved the front-ended works for area-specific development charge reimbursements, the front-enders will share in the distribution of area-specific development charge revenues on a pro-rata basis with other storm water drainage projects. The pro-rated works shall be based on the balance of the outstanding amount owing on the date the repayment is due. Existing front-enders will be advised of new Front-Ending Agreements for storm water works within the same benefiting area and area-specific development charge By-law.	OTTAWA Planning Legal
		<u>Survey Requirements</u>	
154.	Surv1	The Owner shall provide the final plan intended for registration in a digital format that is compatible with the City’s computerized system.	OTTAWA Planning
155.	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
156.	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>	
157.	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
158.	C2	At any time prior to final approval of this plan for registration, the City may, in accordance with Section 51 (44) of the <i>Planning Act</i> , amend, delete or add to the conditions and this may include the need for amended or new studies.	OTTAWA Legal
159.	C3	The owner shall pay any outstanding taxes owing to the City of Ottawa prior to registration.	OTTAWA Planning Revenue
160.	C4	Prior to registration of the Plan of Subdivision, the City is to be satisfied that conditions 1 to 162 have been fulfilled.	OTTAWA Planning
161.	C5	The Owner covenants and agrees that should damage be caused to any of the Works in this Subdivision by any action or lack of any action whatsoever on its part, the General Manager, Planning, Infrastructure and Economic Development Department may serve notice to the Owner to have the damage repaired and if such notification is without effect for a period of two full days after such notice, the General Manager, Planning, Infrastructure and Economic Development Department may cause the damage to be repaired and shall recover the costs of the repair plus the Management Fee under Section 427, of the <i>Municipal Act, 2001</i> , like manner as municipal taxes.	OTTAWA Planning
162.	C6	If the Plan(s) of Subdivision, including all phases within the draft approved plan of subdivision, has not been registered by <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.	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.