

MENU OF CONDITIONS
FOR DRAFT APPROVAL
8298025 Canada Inc.
Emerald Creek Phase 3, 481 Tullamore Street

DRAFT APPROVED DD/MM/YYYY

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The City of Ottawa's conditions applying to the draft approval of 8298025 Canada Inc.'s Emerald Creek Phase 3 Subdivision (File No. D07-16-20-0030), 481 Tullamore Street, are as follows:

This approval applies to the draft plan certified by Annis, O'Sullivan, Vollebekk Ltd., Ontario Land Surveyor, dated June 25, 2024, showing 9 Residential Lots, 1 street, 1 30cm reserve, and 1 turning circle block.

This approval applies to the approved conceptual plans and reports in support of the draft plan as follows:

- 1) Phase 1 Environmental Site Assessment, Part of Lot 29, Concession 3 (Rideau Front) prepared by GEMTEC, version 02, dated September 11, 2020.
- 2) Phase 2 Environmental Site Assessment, & Supplementary Sampling prepared by GEMTEC, dated October 30, 2020
- 3) Tree Conservation Report and Environmental Impact Statement, prepared by Muncaster Environmental Planning Inc., dated September 10, 2019.
- 4) Headwater Drainage Features Assessment, prepared by Stantec Consulting Ltd., dated August 8, 2023
- 5) Planning Rationale, prepared by Stantec, dated December 4, 2020
- 6) Supplemental Hydrogeological Study, prepared by Paterson Group, dated February 7, 2023
- 7) Dedicated Monitoring Well Memorandum, prepared by Paterson Group, dated February 7, 2023
- 8) Revised Stormwater Management Report, prepared by Stantec, revised date June 23, 2005
- 9) Terrain Evaluation, prepared by Houle Chevrier Engineering, dated April 2005
- 10) Traffic Assessment, prepared by D.J. Halpenny & Associated Ltd, dated September 24, 2002
- 11) Noise Study – Cavanaugh Construction, Emerald Links Subdivision, prepared by Stantec, Project #604-00144, April 8, 2005
- 12) Grading Plan, GP-1, Emerald Links Subdivision, Cavanaugh Construction, Revision 9, January 15, 2013, DWG#15542, D07-16-12-0004.
- 13) Conceptual Lot Development Plan, FIG-1, Emerald Creek Subdivision Phase 3, prepared by Stantec, dated July 28, 2023, revision 1.

Subject to the conditions below, these plans and reports may require updating and/or additional details prior to final approval.

		The Owner agrees, by entering into a Subdivision Agreement, to satisfy all terms, conditions and obligations, financial and otherwise, of the City of Ottawa, at the Owner's sole expense, all to the satisfaction of the City.	<u>Clearing Agencyⁱ</u>
		<u>General</u>	
1.	G1	Prior to the issuance of a Commence Work Notification, the Owner shall obtain such permits as may be required from Municipal or Provincial authorities and shall file copies thereof with the General Manager, Planning, Development and Building Services Department.	OTTAWA Planning
2.	G2	<p>Prior to commencing construction, the Owner shall enter into a subdivision agreement with the City. The subdivision agreement shall, among other matters, require that the Owner post securities in a format approved by the City Solicitor, in an amount of 100% of the estimated cost of all works, save and except non-municipal buildings.</p> <p>The aforementioned security for site works shall be for works on both private and public property and shall include, but not be limited to, lot grading and drainage, landscaping and driveways, roads and road works, road drainage, underground infrastructure and services (storm, sanitary, watermains), streetlights, stormwater management works and park works.</p> <p>The amount secured by the City shall be determined by the General Manager, Planning, Development and Building Services 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, Development and Building Services 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. 2023-139 or as amended).</p>	OTTAWA Planning
3.	G4	<p>The Owner acknowledges and agrees that any person who, prior to the draft plan approval, entered into a purchase and sale agreement with respect to lots or blocks created by this Subdivision, shall be permitted to withdraw from such agreement without penalty and with full refund of any deposit paid, up until the acknowledgement noted above has been executed.</p> <p>The Owner agrees to provide to the General Manager, Planning, Development and Building Services Department an acknowledgement from those purchasers who signed a purchase and sale agreement before</p>	OTTAWA Legal

		<p>this Subdivision was draft approved, that the Subdivision had not received draft approval by the City. The Owner agrees that the purchase and sale agreements signed prior to draft approval shall be amended to contain a clause to notify purchasers of this fact, and to include any special warning clauses, such as but not limited to Noise Warnings and easements.</p>	
4.	G6	<p>The Owner, or his agents, shall not commence or permit the commencement of any site related works until such time as a pre-construction meeting has been held with Planning, Development and Building Services Department staff and until the City issues a Commence Work Notification.</p>	OTTAWA Planning
5.		<p>The Owner shall include in the subdivision agreement and in all Offer of Purchase and Sale Agreements with prospective lot purchasers in wording acceptable to the City of Ottawa whereby the purchaser acknowledges that due to the size of the lot (minimum of 3000 square metres) and that the lot will be serviced with a well and private sewage disposal system, sufficient area may not be available for the installation of a swimming pool or any accessory buildings and/or structures. If it is the purchaser's intention to install a swimming pool or construct or place such buildings or structures, the area requirements must be considered during the initial development of the lot to ensure clearance from the well and septic system.</p>	OTTAWA Legal
		<u>Landowners Agreement</u>	
6.	Special	<ul style="list-style-type: none"> a) The Owner shall ensure that the future Owners of the residential lots shall enter into a Private Agreement, which shall be binding upon the future Owners and all subsequent purchasers to deal with the joint use, maintenance and liability of the common elements (Blocks 83 & 85, Plan 4M 1275), including but not limited to the private recreational block with recreational pathways for the mutual benefit and joint use of the Owners; and any other elements located in the common property; and confirmation that each residential lot is subject to the private Agreement shall be filed with the General Manager, Planning, Development and Building Services Department. b) The Owner shall file with the General Manager, Planning, Development and Building Services Department, an opinion from a solicitor authorized to practice law in the Province of Ontario that the Private Agreement is binding upon the Owners of the land and all subsequent purchasers to deal with the matters referred to in Paragraph (a). c) The Joint Use, Maintenance and Liability Private Agreement shall be registered on the Owner's land at no cost to the City, and a copy shall be provided to the City. 	OTTAWA Legal

7.	Special	The Owner shall acquire 9/89 th ownership of Blocks 83 & 85, Plan 4M 1275, prior to registration. At registration, the Owner shall ensure transfer of 1/89 th ownership of Blocks 83 & 85, Plan 4M 1275 to each of the nine lots created through the Subdivision. Confirmation of the transfer shall be filed with the General Manager, Planning, Development and Building Services Department.	OTTAWA Legal
		<u>Zoning</u>	
8.	Z1	The Owner agrees that prior to registration of the Plan of Subdivision, the Owner shall ensure that the proposed Plan of Subdivision shall conform with a Zoning By-law approved under the requirements of the <i>Planning Act</i> , with all possibility of appeal to the Ontario Land Tribunal exhausted.	OTTAWA Planning
9.	Z2	The Owner undertakes and agrees that prior to the registration of the Plan of Subdivision, the Owner shall deliver to the City a certificate executed by an Ontario Land Surveyor showing that the area and frontage of all lots and blocks within the Subdivision are in accordance with the applicable Zoning By-law.	OTTAWA Planning
		<u>Roadway Modifications</u>	
10.	RM1	The Owner shall pay all expenses associated with all works related to roadway modifications, and shall provide financial security in the amount of 100% of the cost of implementing the required works.	OTTAWA Planning
11.	RM2	The Owner agrees to provide a Development Information Form and Geometric Plan indicating: <ul style="list-style-type: none"> a) Road Signage and Pavement Marking for the subdivision; b) Intersection control measure at new internal intersections; and c) location of depressed curbs and TWSIs; <p>prior to the earlier of registration of the Agreement or early servicing. Such form and plan shall be to the satisfaction of the General Manager, Planning, Development and Building Services Department.</p>	OTTAWA Planning Transpo Plg
		<u>Highways/Roads</u>	
12.	HR1	The Owner acknowledges and agrees that all supporting transportation studies and design of all roads and intersections shall be to the satisfaction of the General Manager, Planning, Development and Building Services Department.	OTTAWA Planning
13.	Special	The Owner shall acquire and convey to the City at no cost, Block 84, Plan 4M 1275 as a permanent turnaround for Tullamore Street.	OTTAWA Planning

14.	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>Block 11</i> 	OTTAWA Planning Legal
15.	HR9	The Owner agrees to provide a construction traffic management plan for the subdivision prior to the earlier of registration of the Agreement or early servicing. Such plan shall be to the satisfaction of the General Manager, Planning, Development and Building Services Department.	OTTAWA Planning
16.	HR15	The Owner acknowledges that the construction of buildings may be restricted on certain lots and/or blocks until such time as road connections are made so that snow plow turning and garbage collection can be implemented.	OTTAWA Planning
		<u>Geotechnical</u>	
17.	GT1	Where special soils conditions exist, the Owner covenants and agrees that the following clause shall be incorporated into all agreements of purchase and included in the municipal covenant agreement against the title: <p>“The Owner acknowledges that special soils conditions exist on this lot which will require:</p> <p>(a) a geotechnical engineer licensed in the Province of Ontario to approve any proposal or design for a swimming pool installation or other proposal requiring an additional building permit on this lot prior to applying for a pool enclosure permit or installing the pool; and</p> <p>(b) the Owner to submit a copy of the geotechnical engineer’s or geoscientists report to the General Manager, Planning, Development and Building Services Department at the time of the application for the pool enclosure or additional building permit.</p> <p>The Owner also acknowledges that said engineer or geoscientist will be required to certify that the construction has been completed in accordance with his/her recommendation and that a copy of the certification or report will be submitted to the General Manager, Planning, Development and Building Services Department.</p>	OTTAWA Planning
18.	GT2	The Owner shall submit a geotechnical report prepared in accordance with the City’s Geotechnical Investigation and Reporting Guidelines and/or Slope Stability Guidelines for Development Applications by a geotechnical engineer or geoscientist, licensed in the Province of Ontario, containing detailed information on applicable geotechnical matters and recommendations to the satisfaction of the General Manager, Planning,	OTTAWA Planning

		<p>Development and Building Services Department which include, but are not limited to:</p> <ul style="list-style-type: none"> a) existing sub-surface soils, groundwater conditions; b) slope stability (including an assessment during seismic loading) and erosion protection, in addition to any building construction requirements adjacent to unstable slope; c) clearly indicate orientation of any cross-sections used in slope stability analysis and location of center of the slip circle; d) grade raise restrictions on the site and, if appropriate, the impacts this will have on the slope stability; e) design and construction of underground services to the building, including differential settlement near any buildings or structures; f) design and construction of roadway, fire routes and parking lots; g) design and construction of retaining walls and/or slope protection; h) design and construction of engineered fill; i) design and construction of building foundations; j) site dewatering; k) design and construction of swimming pools; l) design and construction of park blocks for its intended uses; and m) in areas of sensitive marine clay soils: 	
19.	GT3	<ul style="list-style-type: none"> a) The Owner agrees to any restrictions to landscaping, in particular the type and size of trees and the proximity of these to structures/buildings due to the presence of sensitive marine clay soils, as per the City's Tree Planting in Sensitive Marine Clay Soils – 2017 Guidelines. b) The Owner agrees to provide the following tests, data, and information, in order to determine the sensitivity of the clay soils and how it will impact street tree planting and potentially front yard setbacks: <ul style="list-style-type: none"> i. Shear Vane analysis including remolded values per ASTM D2573. ii. Atterberg Limit testing per ASTM D4318; with the following data clearly identified, Natural water content (W), Plastic Limit (PL), Plasticity Index (PI), Liquidity Index (LI), and Activity (A). iii. Shrinkage Limit testing per ASTM D4943 with Shrinkage Limit (SL). iv. A separate section within the geotechnical report on sensitive marine clay soils, which will include a signed letter and corresponding map that confirms the locations of low, medium sensitivity (generally <40% plasticity) or high sensitivity clay soils (generally >40% plasticity), as determined by the above tests and data. v. The report identifies that foundation walls are to be reinforced at least nominally, with a minimum of two upper and two lower 15M (rebar size) bars in the foundation wall. 	OTTAWA Planning

		<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>	
20.	GT4	<p>In areas of sensitive marine clay soils, the Owner agrees that, prior to registration, to prepare an information package for homeowners regarding tree planting and watering, in accordance with the supporting geotechnical report. This information must be approved by Forestry Services prior to circulation to homeowners.</p>	OTTAWA Forestry
		<u>Pathways, Sidewalks, Walkways, Fencing, and Noise Barriers</u>	
21.	S1	<p>The Owner acknowledges and agrees that all pathways, sidewalks, walkways, fencing, and noise barriers are to be designed and constructed in accordance with City specifications, at no cost to the City, and to the satisfaction of the General Manager, Planning, Development and Building Services Department.</p>	OTTAWA Planning
		<u>Tree Planting</u>	
22.	LS2	<p>The Owner agrees that for all single detached lots, a minimum of 1 tree per interior lot and 2 trees per exterior side yard lots (i.e. corner lots) shall be required.</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 	OTTAWA Planning Forestry

		<p>lot), even if the abutting properties form a continuous greenspace between driveways.</p> <p>Should specific site constraints prevent the required allocation of trees, the remaining number of required trees shall be provided within any proposed park(s), open space or environmental blocks, non-residential road right-of-way frontages, stormwater management facility(s), or other suitable alternative locations, to the satisfaction of the General Manager, Planning, Development and Building Services Department.</p> <p>The Owner acknowledges and agrees to include a clause in the purchase and sale agreement notifying the homeowner of the required tree planting noted in this condition, as well as the Tree Planting in Sensitive Marine Clay Soils – 2017 Guidelines, to the satisfaction of the General Manager, Planning, Development and Building Services Department.</p>	
23.		The Owner acknowledges and agrees to include within the Owners Awareness Package information regarding the sensitive marine clay soils on site and the Tree Planting in Sensitive Marine Clay Soils – 2017 Guidelines.	OTTAWA Planning
		<u>Tree Conservation</u>	
24.	TC2	The Owner acknowledges and agrees that if any existing tree, which has been identified for retention in the City-approved tree conservation report, is damaged or destroyed in any way whatsoever during the development, that the Owner will be required to provide compensation in the form of a replacement tree, of a size and species to be determined by the General Manager, Planning, Development and Building Services Department.	OTTAWA Planning
25.	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
26.	Special	<p>The Owner acknowledges and agrees that Tree Preservation on each lot shall be in accordance with the Tree Conservation Report and Environmental Impact Statement, prepared by Muncaster Environmental Planning Inc., dated September 10, 2019., and the Conceptual Lot Development Plan in Appendix A of the report “Headwater Drainage Features Assessment – Final Report – Emerald Creek Phase 3” dated August 8, 2023, which recommends the rear 20 metres of each lot remain treed, with the exception of the area for the drainage swale at the rear of the lots.</p> <p>The Owner acknowledges and agrees to include statements in all offers of purchase and sale agreements for all lots and register separately against</p>	OTTAWA Planning Legal

		the title, wording acceptable to the satisfaction of the General Manager, Planning, Development and Building Services Department, advising of the tree preservation requirements.	
27.	Special	The Owner acknowledges and agrees that any removal of City owned trees shall be compensated in accordance with Tree Protection (By-law No. 2020-340), to the satisfaction of the General Manager, Planning, Development and Building Services Department.	OTTAWA Planning
		<u>Parks</u>	
28.	P1	In accordance with the <i>Planning Act</i> and the City of Ottawa Parkland Dedication By-law, the Owner shall provide cash-in-lieu of parkland on the subject lands within Ward 20 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 all to the satisfaction of the General Manager, Recreation, Cultural and Facility Services Department.	OTTAWA Parks
29.	P2	The Owner covenants and agrees that the parkland dedication requirement has been calculated at a rate of 5% of the gross land area (residential <18units/ha). Based on the 9 units proposed for this subdivision and a gross land area of 3.293 ha, a parkland dedication requirement of 0.165 ha (3.293 ha * 5%) is to be paid as cash-in-lieu of parkland prior to registration. In the event that the number of units change, the required parkland dedication may also change.	OTTAWA Parks
30.		The Owner covenants and agrees to pay the City the Park Development Contribution (Rural) fee, as indexed annually (\$3,303.00 per lot as of January 1, 2024), for each lot as per the Plan of Subdivision, at the time of registration of each phase of development, in order to satisfy the park development requirements for this subdivision.	OTTAWA Parks
		<u>Environmental Constraints</u>	
31.	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, Development and Building Services Department.	OTTAWA Planning CA
32.	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	OTTAWA Planning

		of the site. This update shall be to the satisfaction of the General Manager, Planning, Development and Building Services Department.	
33.	EC3	The Owner acknowledges and agrees that the construction of the subdivision shall be in accordance with the recommendations of, or any superseding reports: <ul style="list-style-type: none"> • Headwater Drainage Features Assessment -Final Report – Emerald Creek Phase 3” dated May 16th, 2022, prepared by Stantec Consulting Ltd. • Tree Conservation Report and Environmental Impact Statement, prepared by Muncaster Environmental Planning Inc., dated September 10, 2019 	OTTAWA Planning CA
34.	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
35.		The Owner acknowledges and agrees to protect breeding birds, the tree or shrub removal should occur between April 15 th and August 15 th , 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.	OTTAWA Planning
36.	EC5	The Owner acknowledges that the watercourses are subject to the Rideau Valley Conservation Authority’s “Development, Interference with Wetlands and Alterations to Shorelines and Watercourses” regulation, made under Section 28 of the Conservation Authorities Act, R.S.O. 1990, c. C.27, as amended. The regulation requires that the Owner of the property obtain a permit from the Conservation Authority prior to straightening, changing, diverting, or interfering in any way with any watercourse. Any application received in this regard will be assessed within the context of approved policies for the administration of the regulation.	OTTAWA Planning CA
37.	EC6 Special	The Owner agrees to establish a 10 metre “No Touch/No Development” setback from the watercourses, located as follows: <ul style="list-style-type: none"> Lot 1 – West Side Yard Lot 2 – East Side Yard and Rear Yard Lot 3 – Rear Yard Lot 4 – West Side Yard and Rear Yard Lot 5 – West Side Yard and Rear Yard Lot 6 – Rear Yard Lot 7 – Rear Yard Lot 8 – Rear Yard Lot 9 – East Side Yard and Rear Yard and, as illustrated on the Conceptual Lot Development Plan in Appendix A of the report “Headwater Drainage Features Assessment – Final Report –	OTTAWA Planning CA

		<p>Emerald Creek Phase 3” dated August 8, 2023, prepared by Stantec Consulting Ltd., to the satisfaction of the Rideau Valley Conservation Authority and the General Manager, Planning, Development and Building Services Department. The final approved plan of subdivision shall clearly show these setbacks.</p> <p>The Owner further acknowledges and agrees that the “No Touch/No Development” setbacks from watercourses shall be identified in all agreements of purchase and sale for Lots 1 to 9 (inclusive).</p>	
38.	Special	The Owner acknowledges and agrees to prepare and implement a detailed riparian planting plan for the watercourse setbacks described in condition 37, in accordance with the final Environmental Impact Statement and Headwater Drainage Feature Assessment, to the satisfaction of the Rideau Valley Conservation Authority and the General Manager, Planning, Development and Building Services Department. The riparian planting plan shall incorporate the tree conservation areas and revegetation of any drainage swales required for stormwater management.	OTTAWA Planning CA
39.	EC7	The Owner shall erect protective fencing and sediment and erosion control measures along the setback perimeter of the watercourses prior to any site preparation works within the Subdivision to ensure no disturbance of the watercourse during construction to the satisfaction of the Rideau Valley Conservation Authority. These measures shall be maintained in good working order until the site has stabilized, after which any such measures that are not permanent shall be removed in a manner that minimizes disturbance to the site.	OTTAWA Planning CA
40.	EC8	The Owner acknowledges that any proposed works on or adjacent to the Spratt Municipal Drain and tributaries corridor will need to comply with the requirements of the Federal Fisheries Act and avoid causing Serious Harm to Fish, unless the Department of Fisheries and Oceans (DFO) has provided authorization.	OTTAWA Planning
41.	EC9	The Owner shall complete the DFO Self-Assessment process and provide the City with a copy of the completed Request for Review. The Owner acknowledges that should the results of the Self-Assessment indicate that serious harm to fish cannot be avoided, then the proponent must implement the appropriate measures to avoid, mitigate, or offset harm to fish and fish habitat, including aquatic species at risk.	OTTAWA Planning
42.	EC10	The Owner agrees that no in-stream works will occur within the Spratt Drain between March 15 and June 30 of any given year.	OTTAWA Planning

43.		Should any works be proposed on the Spratt Municipal Drain, the Owner shall satisfy all requirements of the Drainage Act prior to commencing any improvements to the drain.	OTTAWA Municipal Drainage Branch
44.		The Owner acknowledges that should the City need to appoint an engineer under Sections 65, 66, and 76 of the Drainage Act to revise the schedule of assessment for the Spratt Municipal Drain to reflect the new lots and landowners and their liability for future maintenance, all engineering and other costs associated with preparing a new report shall be charged to the Owner.	OTTAWA Municipal Drainage Branch
45.	EC12	The Owner shall prepare, to the satisfaction of the General Manager, Planning, Development and Building Services Department, an Owner Awareness Package (OAP) highlighting the advantages and responsibilities of a homeowner living in or adjacent to a natural area. The OAP shall describe the natural attributes of the community and the importance of good stewardship practices to ensure the long-term health and sustainability of the Natural Heritage System. Topics to be discussed include, but are not limited to, reducing environmental impacts from common household activities (e.g., water conservation, yard waste disposal, chemical use and storage, etc.), avoiding human-wildlife conflicts, tree planting in sensitive marine clay soils and recommendations of locally appropriate native species for landscaping. The OAP shall be distributed to all purchasers with the Agreement of Purchase and Sale.	OTTAWA Planning
46.	Special	The Owner agrees to install a corrugated steel culvert under Tullamore Street, which will re-connect the drainage features north and south of Tullamore Street, in accordance with the Headwater Drainage Feature Assessment, prepared by Stantec Consulting Ltd., dated May 16, 2022, to the satisfaction of the General Manager, Planning, Development and Building Services Department.	OTTAWA Planning
		<u>Schools</u>	
47.		The Owner shall insert a clause in the Purchase and Sale Agreement with prospective purchasers stating that: “The Purchaser acknowledges that school accommodation problems exist in the Ottawa-Carleton District School Board schools designated to serve this development and that at the present time this problem is being addressed by the utilization of portable classrooms and/or by directing students to schools outside their community.”	Ottawa- Carleton District School Board

		<u>Sump Pumps</u>	
48.	SP1	Prior to registration or early servicing the Owner acknowledges and agrees to provide a hydrogeological assessment of the seasonal high water table prepared and certified by a hydrogeologist whom is either a Professional Geoscientist or Professional Engineer licensed in Ontario. The assessment will require a monitoring well program designed and supervised by a hydrogeologist, who will also be responsible for the overall hydrogeological assessment, all to the satisfaction of the General Manager, Planning, Development and Building Services Department.	OTTAWA Planning
49.	SP2	The Owner acknowledges requirements for the hydrogeological assessment will be defined in the City of Ottawa Sewer Design Guidelines. The Owner acknowledges and agrees this will include but not be limited to: requirements for the identification of the pre-development high water table, anticipated post-development changes to the long-term water table (where supporting data is available in order to assess these changes), the potential for short-term groundwater concerns during transient events (e.g., spring melt, high intensity storm events), and estimated rate of groundwater ingress for both long-term and transient conditions. This assessment shall be used to support the setting of the underside of footing (USF) elevations for proposed residences in the affected area.	OTTAWA Planning
50.	SP3	The Owner acknowledges and agrees to include a clause in the Purchase and Sale Agreement and register separately against the title, wording acceptable to the satisfaction of the General Manager, Planning, Development and Building Services Department, requiring the installation of a complete sump pump system which conforms to the City of Ottawa Sewer Design Guidelines. The clause will include but not be limited to: <ul style="list-style-type: none"> a. CSA approved sump pump with check valve, b. Design for 200% anticipated flow and maximum head, c. Covered sump pit, d. Backwater valve, e. Back up pump and power supply. 	OTTAWA Planning
51.	SP4	The Owner acknowledges and agrees to include a clause in the Purchase and Sale Agreement, as well as registered on title, advising that the costs for the sump pump systems including back- up system and installation are the responsibility of the homeowner as well as the costs for the maintenance and operation of the system (including back up) and eaves trough discharge.	OTTAWA Planning
52.	SP5	The Owner acknowledges and agrees to include a clause in the Purchase and Sale Agreement advising that in addition to the main sump pump, a back-up system will be required with minimum capacity and continuous	OTTAWA Planning

		hours of operation as will be specified in the City of Ottawa Sewer Design Guidelines.	
53.	SP6	The Owner acknowledges and agrees to include a clause in the Purchase and Sale Agreement advising that only the perimeter foundation drainage system will be connected to the sump pit.	OTTAWA Planning
54.	SP8	The Owner acknowledges and agrees to include a clause in the Purchase and Sale Agreement advising that all grading plans are to clearly indicate each individual home where a sump pump system is required.	OTTAWA Planning
55.	SP10	The Owner acknowledges and agrees to include a clause in the Purchase and Sale Agreement and shall be registered as a notice on title in respect of all Lots and Blocks, advising that all sump pump systems including back-up system must be inspected and maintained regularly in accordance with the manufacturer's recommendations.	OTTAWA Planning
		<u>Stormwater Management</u>	
56.	SW1	<p>The Owner shall provide any and all stormwater reports including, Revised Stormwater Management Report, prepared by Stantec, revised date June 23, 2005, that may be required by the City for approval prior to the commencement of any works in any phase of the Plan of Subdivision. Such reports shall be in accordance with any watershed or subwatershed studies, conceptual stormwater reports, City or Provincial standards, specifications and guidelines. The reports shall include, but not be limited to, the provision of erosion and sedimentation control measures, implementation or phasing requirements of interim or permanent measures, and all stormwater monitoring and testing requirements.</p> <p>All reports and plans shall be to the satisfaction of the General Manager, Planning, Development and Building Services Department.</p>	OTTAWA Planning CA
57.	SW2	<p>(a) Prior to the commencement of construction of any phase of this Subdivision (roads, utilities, any off site work, etc.) the Owner shall:</p> <ul style="list-style-type: none"> i. have a Stormwater Management Plan and an Erosion and Sediment Control Plan prepared by a Professional Engineer in accordance with current best management practices; ii. (if appropriate) provide all digital models and modelling analysis in an acceptable format; iii. have said plans approved by the General Manager, Planning, Development and Building Services Department, and iv. provide certification through a Professional Engineer licensed in the province of Ontario that the plans have been implemented. 	OTTAWA Planning CA

		<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>	
58.	SW3	On completion of all stormwater works, the Owner agrees to provide certification to the General Manager, Planning, Development and Building Services Department through a Professional Engineer, licensed in the province of Ontario, that all measures have been implemented in conformity with the approved Stormwater Site Management Plan.	OTTAWA Planning
59.	SW6	The Owner agrees that the development of the Subdivision shall be undertaken in such a manner as to prevent any adverse effects, and to protect, enhance or restore any of the existing or natural environment, through the preparation of any storm water management reports, as required by the City.	OTTAWA Planning
60.	Special	The Owner agrees to convey easements to the City of Ottawa for overland stormwater drainage, along the rear and side yards in accordance with the "Grading Plan", GP-1, Emerald Links Subdivision, Cavanagh Construction, Revision 9, January 15, 2013, DWG#15542, D07-16-12-0004., to the satisfaction of the General Manager, Planning, Development and Building Services Department.	OTTAWA Planning
61.	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, Development and Building Services Department of the City of Ottawa prior to undertaking any grading alterations."</p>	OTTAWA Legal
62.	SW9	The Transferee, for themselves, their heirs, executors, administrators, successors and assigns covenants and agrees to insert a clause in agreements of purchase and sale for the Lots/Blocks listed below that the Purchaser/Lessee is responsible to maintain conveyance of surface flow over the rear and/or side of their lot, and maintain sub-surface drainage	OTTAWA Planning

		<p>infrastructure, all of which shall be to the satisfaction of the General Manager, Planning, Development and Building Services Department of the City of Ottawa.</p> <p>a) Lots 1 to 9, inclusive</p>	
63.	SW10	<p>All prospective purchasers shall be informed, through a clause in the agreements of purchase and sale, of the presence of roadside drainage ditches which may be located in front of or adjacent to the purchaser's lot. All prospective purchasers shall be further informed of applicable by-laws and policies, including the Ditch Alteration Policy, related to roadside drainage ditches as well as of the responsibility of the owner to ensure that such are properly maintained.</p>	OTTAWA Planning
		<u>Unserviced Lands</u>	
64.	UL1	<p>The Owner agrees that all well construction, including test wells, shall be in accordance with the recommendations of the approved Hydrogeological and Terrain Analysis Report and the Hydrogeological and Terrain Analysis Guidelines, as amended. And that certification of same by a Professional Engineer, or Professional Geoscientist, licensed in Ontario, will be provided to the General Manager, Planning, Development and Building Services Department. in this regard. The Owner shall advise all prospective lot purchasers, in the agreements of purchase and sale and in the Deed(s), of these certification requirements.</p>	OTTAWA Planning
65.		<p>The Owner agrees to provide all purchasers with the report "Supplemental Hydrogeological Study: Emerald Creek Estates – Phase 3 – Proposed Residential Development, Ottawa, Ontario", dated February 7th, 2023, prepared by Paterson Group Inc. Consulting Engineers.</p>	OTTAWA Planning
66.	Special	<p>Prior to registration, the Owner shall drill the well on Lot 5, in accordance with Drawing Ph4683 -1- Lot Development Plan, found in Appendix 3 of the report "Supplemental Hydrogeological Study: Emerald Creek Estates – Phase 3 – Proposed Residential Development, Ottawa, Ontario", dated February 7th, 2023, and ensure the well is located a minimum of 15 metres away from the pipeline corridor, in accordance with Ontario Regulation 903, to the satisfaction of the General Manager, Planning, Development and Building Services Department.</p>	OTTAWA Planning
67.	UL2	<p>The Owner is advised that the following clauses will be inserted into the Subdivision Agreement requiring that all agreements of purchase and sale shall include the following notification.</p> <p>a. "The City of Ottawa does not guarantee the quality or quantity of the groundwater. If, at some future date, the quality or the quantity of the groundwater becomes deficient, the City of Ottawa bears no</p>	OTTAWA Planning Legal

		<p>responsibility, financial or otherwise, to provide solutions to the deficiency; such solutions being the sole responsibility of the homeowner.”</p> <p>b. “All private services must be located as per Drawing Ph4683 -1- Lot Development Plan, found in Appendix 3 of the report “Supplemental Hydrogeological Study: Emerald Creek Estates – Phase 3 – Proposed Residential Development, Ottawa, Ontario”, dated February 7th, 2023, prepared by Paterson Group Inc. Consulting Engineers.”</p> <p>c. “Due to the limited lot sizes, all wells must be located within the front yard to ensure access is maintained to the well for drilling equipment (for decommissioning, replacement, repair, etc.)”</p> <p>d. “Wells shall be drilled in accordance with the report “Supplemental Hydrogeological Study: Emerald Creek Estates – Phase 3 – Proposed Residential Development, Ottawa, Ontario”, dated February 7th, 2023, prepared by Paterson Group Inc. Consulting Engineers. Well design, including total depth and casing depth, shall be drilled in accordance with the test well (TW6).”</p> <p>e. “Water treatment systems may be required to make the aesthetics of the groundwater palatable for drinking and the colour of the groundwater suitable for use in laundering clothes, etc. Exceedances of the aesthetic objectives were noted for Hardness, Iron, Manganese, Total Dissolved Solids, Sodium and Turbidity.”</p> <p>f. “The sodium levels in the well water may exceed 20 mg/L. The City Medical Officer of Health recommends this information be disseminated to local physicians for individuals requiring reduced sodium dietary needs.”</p> <p>g. “Homeowners are advised to have a water quality analysis completed on a regular basis. The analysis shall include fluorides and septic effluent indicators (chlorides, nitrites, nitrates, TKN, total coliform, e.coli). Any exceedances shall be reported to the City of Ottawa Medical Officer of Health for further evaluation and advice.”</p> <p>h. “Homeowners shall regularly inspect the septic system and shall follow a septic management program to avoid any impact to surface or groundwater from septic effluent migration. More information can be obtained from the Ottawa Septic System Office.”</p>	
68.	UL4	The Owner acknowledges and agrees being advised that the final lot grading inspection must be completed by the City and approval obtained prior to sod or grass seed, in accordance with approved plans, being placed. The Owner further acknowledges and agrees that the installation	OTTAWA Planning

		of lot grading survey stakes is required prior to the City completing the final lot grading inspection.	
69.	Special	The Owner acknowledges and agrees to provide a dedicated monitoring well, at no cost to the City, and to which the City will have unlimited access by way of a permanent easement dedication, to monitor groundwater conditions. The required easement shall be provided to the satisfaction of the City Solicitor and the General Manager, Planning, Development and Building Services Department. The well location, depth and method of construction must be determined in cooperation with a City of Ottawa hydrogeologist. Further, the well must be equipped with water level and barometric data loggers, to the satisfaction of and at no cost to the City. The future monitoring well must be a minimum of 15 metres from the pipeline corridor.	OTTAWA Planning Legal
		<u>Utilities</u>	
70.	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).	OTTAWA Planning
71.	U2	The Owner agrees, prior to registration or early servicing, whichever is earlier, to provide a composite utility plan for the subdivision. Such plan shall be to the satisfaction of the General Manager, Planning, Development and Building Services Department.	OTTAWA Planning
72.	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
73.	H3	The Owner may be responsible for a Capital Contribution payment(s) towards a distribution system expansion, if the proposed development requires electrical servicing greater than can be provided by the existing distribution system in the vicinity, either in capacity or in extension limit. This amount shall be in accordance with Hydro Ottawa's Contributed Capital Policy and Conditions of Service.	Hydro Ottawa

74.	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
75.	H5	The Owner shall be responsible for servicing the buildings within the property. Only one service entrance per property shall be permitted.	Hydro Ottawa
76.	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, Development and Building Services Department 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, Development and Building Services Department.</p>	Hydro Ottawa
77.		Canada Post will provide mail delivery service to the development through centralized Community Mailbox. Given the number and the layout of the lots in the development, the development will be served by an existing Community Mailbox located across from 545 Tullamore Street.	Canada Post

		The owner agrees, prior to offering any units for sale, to display a map on the wall of the sales office in a place readily accessible to potential homeowners that indicates the location of all Community Mail Boxes within the development, as approved by Canada Post.	
78.		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 Mail Box. The developer also agrees to note the locations of all Community Mail Boxes within the development, and to notify affected homeowners of any established easements granted to Canada Post to permit access to the Community Mail Box.	Canada Post
79.		<p>The applicant shall contact Enbridge Gas Inc.'s Customer Connections department by emailing SalesArea60@Enbridge.com to determine gas availability, service and meter installation details and to ensure all gas piping is installed prior to the commencement of site landscaping (including, but not limited to: tree planting, silva cells, and/or soil trenches) and/or asphalt paving.</p> <p>The Owner acknowledges and agrees that in the event that easement(s) are required to service this development, and any future adjacent developments, the applicant will provide the easement(s) to Enbridge Gas Inc. at no cost. The inhibiting order will not be lifted until the application has met all of Enbridge Gas Inc.'s requirements.</p>	Enbridge
80.		The Owner acknowledges and agrees to permit all CRTC-licensed telecommunications companies intending to serve the Subdivision to install their facilities within the Subdivision, and to provide joint trenches for such purpose.	OTTAWA Planning
81.		The Owner acknowledges and agrees to grant, at its own cost, all easements required by the Communications Services Providers to serve the Subdivision, and will cause the registration of all such easements on title to the property.	OTTAWA Planning
82.		The Owner agrees that should any conflict arise with existing telecommunications company facilities where a current and valid easement exists within the subject area, the Owner shall be responsible for the relocation of any such facilities or easements at their own cost.	OTTAWA Planning
83.		The Owner shall design and construct all facilities crossing the pipeline or near the pipeline, including landscaping, grading, ditch alignment and street construction, in accordance with the National Energy Board and the Pipeline Crossing Regulations. Accordingly, the Owner shall provide proof that the design does meet the aforementioned design criteria and shall be built to that standard to the satisfaction of Trans-Northern Pipelines Inc.	Trans-Northern Pipelines Inc.

84.		The Owner shall ensure that the legal agreement amongst the common Owners does acknowledge the Trans-Northern easement (Inst. GL50308) and Trans-Northern's right to control woody vegetation so as to maintain their right-of-way in a visible and accessible condition. A copy of the common Owners legal agreement shall be provided to Trans-Northern Pipelines Inc for their review and approval.	Trans-Northern Pipelines Inc.
		<u>Fire Services</u>	
85.	FUS1	The Owner acknowledges and agrees that if fire protection measures are required to comply with the FUS calculation as per the City Design Guidelines for water distribution systems, the Owner shall note any such requirements on the grading plan. The Owner shall, prior to registration, provide certified plans demonstrating the locations of any required fire protection measures. All are to the satisfaction of the General Manager of Planning, Development and Building Services Department.	OTTAWA Planning
86.	FUS2	The Owner acknowledges and agrees that measures which may include, but are not limited to, fire break lots, active fire protection measures or water storage shall require the posting of securities to guarantee their installation, prior to registration. The securities will be released upon receiving a letter signed and sealed by a Professional Engineer licensed in the Province of Ontario certifying that construction was carried out in accordance with the approved drawing(s)/plan(s). All are to the satisfaction of the General Manager of Planning, Development and Building Services Department.	OTTAWA Planning
87.		The Owner acknowledges and agrees to provide and erect or affix, at its expense, such municipal number signs, illuminated or otherwise, in such locations and in such a size, design and colour as submitted to and approved by the City's Fire Chief prior to occupancy of any building, or part thereof, in the subject development and that any such numbering shall be visible from the street during both the day and night.	OTTAWA Planning
88.	FUS4	The Owner acknowledges and agrees that it shall, in the case of limited proximity to a water source, insufficient fire flow availability or excessive water age and loss of water disinfectant residual, provide fire protection options such as fire break lots, as may be required. All are to be determined by and to the satisfaction of the General Manager of Planning, Development and Building Services Department.	OTTAWA Planning

		<u>Land Transfers</u>	
89.	LT1	<p>The Owner shall convey, at no cost to the City, all lands required for public purposes, including but not limited to, reserves, road widenings, daylighting triangles, walkway blocks, open space blocks, and lands required for parks (or cash-in-lieu thereof) and for stormwater management. In particular, the Owner agrees to convey the following lands:</p> <ul style="list-style-type: none"> i. Turning Circle Blocks – Block 10 & Block 84 Plan 4M 1275 ii. 0.3 m Reserve Block – Block 11 	OTTAWA Planning Legal
90.	LT2	The Owner agrees to convey, at no cost to the City, any easements that may be required for the provision of water and wastewater systems, in addition to underground or overland stormwater drainage systems.	OTTAWA Planning Legal
		<u>Blasting</u>	
91.	B1	<p>The Owner agree that all blasting activities will conform to the City of Ottawa’s standard S.P. No: F-1201 Use of Explosives. Prior to any blasting activities, a pre-blast survey shall be prepared as per F-1201, at the Owner expense for all buildings, utilities, structures, water wells, and facilities likely to be affected by the blast and those within 75 m of the location where explosives are to be used. The standard inspection procedure shall include the provision of an explanatory letter to the owner or occupant and owner with a formal request for permission to carry out an inspection.</p> <p>The Owner agrees to provide a Notification Letter in compliance with City specification F-1201. Specification indicates that a minimum of 15 Business days prior to blasting the Contractor shall provide written notice to all owner(s) and tenants of buildings or facilities within a minimum of 150m of the blasting location. The Owner agrees to submit a copy of the Notification Letter to the City.</p>	OTTAWA Planning
		<u>Development Charges By-law</u>	
92.	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

		<u>Survey Requirements</u>	
93.	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
94.	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
95.	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>	
96.	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
97.	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
98.	C3	The owner shall pay any outstanding taxes owing to the City of Ottawa prior to registration.	OTTAWA Planning Revenue
99.	C4	Prior to registration of the Plan of Subdivision, the City is to be satisfied that conditions 1 to 101 have been fulfilled.	OTTAWA Planning
100.	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, Development and Building Services 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, Development and Building Services Department may cause the damage to be repaired and shall recover the costs of the repair plus the Management Fee under Section 427, of the <i>Municipal Act, 2001</i> , like manner as municipal taxes.	OTTAWA Planning

101.	C6	<p>If the Plan(s) of Subdivision, including all phases within the draft approved plan of subdivision, has not been registered by DD/MM/YYYY, the draft approval shall lapse pursuant to Section 51 (32) of the <i>Planning Act</i>. Extensions may only be granted under the provisions of Section 51 (33) of said <i>Planning Act</i> prior to the lapsing date.</p>	OTTAWA Planning
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ⁱ For Clearing Agencies:

- “Planning” refers to Planning Services.
- “CA” refers to applicable conservation authorities, including RVCA, MVCA, and SNCA.
- “Legal” refers to Legal Services.
- “Parks” refers to Parks and Facilities Planning Services.
- “BCS” refers to Building Code Services.
- “Transit” refers to Transit Planning.
- “Transpo Plg” refers to Transportation Planning.
- “Forestry” refers to Forest Management.
- “MTCS” refers to the Ministry of Tourism, Culture and Sport.
- “Revenue” refers to Revenue Services.
- “Surveys” refers to Surveys & Mapping/City Surveyor.