

CONDITIONS FOR DRAFT APPROVAL

RICHCRAFT HOMES LTD.
TRAILSEDGE PHASE 4, 6429 RENAUD ROAD

DRAFT APPROVED 04/OCT/2024

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The City of Ottawa's conditions applying to the draft approval of Richcraft Homes Ltd's, Trailsedge Phase 4 Subdivision (File No. D07-16-21-0006), 6429 Renaud Road, are as follows:

1.	<p>This approval applies to the draft plan certified by Stantec Geomatics Ltd., Francis Lau, Ontario Land Surveyor, dated July 9, 2024, showing 141 Residential Lots, 11 streets, 51 residential blocks, two pathway blocks, one commercial block, two mixed-use high-rise blocks, and one park block.</p> <p>This approval applies to the approved conceptual plans and reports in support of the draft plan as follows (list plans, reports and studies associated with the draft approval):</p> <ol style="list-style-type: none"> 1) Draft Plan of Subdivision Part of Lots 1, 2 and 3 Concession 3 (Ottawa Front) City of Ottawa, prepared by Stantec Geomatics Ltd., Francis Lau, Ontario Land Surveyor, dated July 9, 2024 2) Trailsedge East Phase 4 Functional Servicing Report, Prepared by Stantec, dated July 28, 2023 3) Overall Grade Control Plan Rev 4, Prepared by Stantec, dated July 28, 2023 4) Overall Sanitary Sewer System Rev 4, Prepared by Stantec, dated July 28, 2023 5) Overall Storm Sewer System Rev 4, Prepared by Stantec, dated July 28, 2023 6) Overall Watermain System Rev 4, Prepared by Stantec, dated July 28, 2023 7) Erosion and Sediment Control Plan Rev 4, Prepared by Stantec, dated July 28, 2023 8) Trailsedge Phase 4 Streetscape Plan Rev 5, prepared by NAK, dated May 14, 2025 9) Proposed Trailsedge Phase 4 Transportation Impact Assessment, Prepared by Castleglenn, January 20, 2021 10) Environmental Noise Feasibility Study Assessment, Trailsedge Phase 4 Rev 1, Prepared by Gradient Wind, dated Oct 29, 2021 11) Phase I Environmental Site Assessment Update Trailsedge Phase 4, Prepared by Paterson, dated August 26, 2020. 12) Phase II – Environmental Site Assessment Trailsedge Phase 4 Northern Parcel (Mixed Use), Prepared by Paterson, dated January 18, 2021. 13) Phase II - Environmental Site Assessment Trailsedge Phase 4 Southern Parcel (Commercial), Prepared by Paterson, dated January 8, 2021. 14) Geotechnical Investigation EUC, Prepared by Paterson Group, dated Nov 8, 2018 15) Geotechnical – Existing Conditions Report EUC Mixed Use CDP, Prepared by Paterson Group, July 7, 2019 	
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2.		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 Agency'</u>
		<u>General</u>	
3.	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
4.	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,</p>	OTTAWA Planning

		<p>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. 2022-239 or as amended).</p>	
5.	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
6.	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 this Subdivision was draft approved, that the Subdivision had not received draft approval by the City. The Owner agrees that the purchase and sale agreements signed prior to draft approval shall be amended to contain a clause to notify purchasers of this fact, and to include any special warning clauses, such as but not limited to Noise Warnings and easements.</p>	OTTAWA Legal
7.	G5	All prospective purchasers shall be informed through a clause in the agreements of purchase and sale of the presence of lightweight fill on the lands, and that the presence of such lightweight fill may result in specific restrictions on landscaping, pools, additions, decks and fencing.	OTTAWA Legal
8.	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, Development and Building Services Department staff and until the City issues a Commence Work Notification.	OTTAWA Planning

		<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 Land Tribunal 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
		<u>Roadway Modifications</u>	
11.	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
12.	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
13.	RM5	In the instance of intersections with arterial roads or major collectors external to the subdivision, the Owner will be eligible for reimbursement for the cost of such intersections. The reimbursement is subject to limitations and procedures set forth in the policy approved by Council May 2019. The Owner acknowledges that financial security and roadway modification agreement/subdivision agreement clauses for such intersections are required.	OTTAWA Planning
14.	RM6	The Owner acknowledges and agrees that the intersection of Brian Coburn Boulevard and Ascender Avenue shall be a roundabout once traffic warrants are met. <p>In the interim, the Owner agrees that Ascender Avenue Street will function as a stop-controlled intersection only at Brian Coburn Boulevard. The intersection will be designed and constructed to the satisfaction of the</p>	OTTAWA Planning

		<p>General Manager, Planning, Development and Building Services Department.</p> <p>The Owner further acknowledges and agrees, the Owner may file a Front Ending Agreement application for the roundabout of Brian Coburn Boulevard and Ascender Avenue. The approval of such agreement shall be to the full discretion of the City.</p>	
15.	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 polices related to Design Priority Areas); • pavement markings/signage; and • temporary/seasonal installations such as flexi posts or removable bollards. 	OTTAWA Planning
		<u>Highways/Roads</u>	
16.	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
17.	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.	OTTAWA Planning

18.	HR3	The Owner shall provide for temporary turnarounds for all streets terminating at the edge of any phase of development, prior to registration of the Plan. The Owner agrees that it will convey to the City at no cost any temporary easements that may be required in order to establish the temporary turnarounds. For any portion of the temporary turn-around easements that do not form part of the permanent road allowance, the easements shall be released at the expense of the Owner when the easements are no longer required by the City.	OTTAWA Planning
19.	HR6	The Owner shall provide site triangles at the following locations on the final plan: <ul style="list-style-type: none"> • <i>Local Road to Local Road: 3m x 3m</i> • <i>Local Road to Collector Road: 3m x 5m</i> • <i>Collector Road to Arterial Road: 5m x 5m</i> 	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 be to the satisfaction of the General Manager, Planning, Development and Building Services Department.	OTTAWA Planning
21.	HR11	All streets shall be named to the satisfaction of the Chief Building Official of Building Code Services and in accordance with the Addressing By-law.	OTTAWA Planning BCS
22.	HR12	Where land has been dedicated for road widening purposes as part of the planning process, where the Owner receives no financial compensation or in-kind consideration in exchange for the widening, and where the City deems that the land is no longer required for that purpose, the lands may be conveyed back to the original Owner, or its successor in title, for \$1.00. The Owner shall be responsible for all costs to complete said conveyance, including administrative fees, unless otherwise determined by the General Manager, Planning, Development and Building Services Department.	OTTAWA Planning
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 snow plow turning and garbage collection can be implemented.	OTTAWA Planning
		<u>Public Transit</u>	
24.	PT1	The Owner shall design and construct, at its expense, any streets identified for potential transit service 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, Development and Building Services Department.	OTTAWA Planning Transit

25.	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
26.	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, Development and Building Services Department for approval indicating the orientation of all dwellings and private accesses in the vicinity of all bus stop locations.	OTTAWA Planning Transit
27.	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
28.	PT5	The Owner shall acknowledge and agree that transit service is anticipated to be provided through the Subdivision along designated transit streets Brian Coburn Boulevard, Mer Bleue Road, and along Ascender Avenue (north/south collector).	OTTAWA Transit
		<u>Geotechnical</u>	
29.	GT1	<p>Where special soils conditions exist, the Owner covenants and agrees that the following clause shall be incorporated into all agreements of purchase and sale and included in the municipal covenant agreement against the title:</p> <p>“The Owner acknowledges that special soils conditions exist on this lot which will require:</p> <ul style="list-style-type: none"> (a) a geotechnical engineer licensed in the Province of Ontario to approve any proposal or design for a swimming pool installation or other proposal requiring an additional building permit on this lot prior to applying for a pool enclosure permit or installing the pool; and (b) the Owner to submit a copy of the geotechnical engineer's or geoscientists report to the General Manager, Planning, Development and Building Services 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</p>	OTTAWA Planning

		will be submitted to the General Manager, Planning, Development and Building Services Department.	
30.	GT2	<p>The Owner shall submit a geotechnical report prepared in accordance with the City's Geotechnical Investigation and Reporting Guidelines and/or Slope Stability Guidelines for Development Applications by a geotechnical engineer or geoscientist, licensed in the Province of Ontario, containing detailed information on applicable geotechnical matters and recommendations to the satisfaction of the General Manager, Planning, Real Estate and Economic Development which include, but are not limited to:</p> <ul style="list-style-type: none"> a) existing sub-surface soils, groundwater conditions; b) slope stability (including an assessment during seismic loading) and erosion protection, in addition to any building construction requirements adjacent to unstable slope; c) clearly indicate orientation of any cross-sections used in slope stability analysis and location of center of the slip circle; d) grade raise restrictions on the site and, if appropriate, the impacts this will have on the slope stability; e) design and construction of underground services to the building, including differential settlement near any buildings or structures; f) design and construction of roadway, fire routes and parking lots; g) design and construction of retaining walls and/or slope protection; h) design and construction of engineered fill; i) design and construction of building foundations; j) site dewatering; k) design and construction of swimming pools; l) design and construction of park blocks for its intended uses; and m) in areas of sensitive marine clay soils: 	OTTAWA Planning
31.	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 prior to zoning approval, in order to determine the sensitivity of the clay soils and how it will impact street tree planting and potentially front yard setbacks: <ul style="list-style-type: none"> i. Shear Vane analysis including remolded values per ASTM D2573. ii. Atterberg Limit testing per ASTM D4318; with the following data clearly identified, Natural water content (W), Plastic Limit (PL), Plasticity Index (PI), Liquidity Index (LI), and Activity (A). 	OTTAWA Planning

		<ul style="list-style-type: none"> 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. 	
32.	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 report. This information must be approved by Forestry Services prior to circulation to homeowners.	OTTAWA Forestry
33.	GT5	The Owner acknowledges and agrees that no retaining walls or associated structures of any kind shall be located within City Right-of-Way or within City-owned easements.	OTTAWA Planning
34.	Special	The Owner and City acknowledge that to avoid the use of retaining walls and associated structures of any kind within the City ROW or City owned easement transitional grading will be permitted between the interface of the subdivision and the Brian Coburn ROW.	OTTAWA Planning
		<u>Pathways, Sidewalks, Walkways, Fencing, and Noise Barriers</u>	
35.	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, Development and Building Services Department.	OTTAWA Planning
36.	S2	The Owner shall construct a 3.0-metre-wide asphalt pathway as well as chain link fencing along the perimeter of the walkway block(s) and plantings in accordance with the streetscape plan(s) at the following locations: <ul style="list-style-type: none"> • within Blocks 194 and 195 	OTTAWA Planning
37.	S3	The Owner agrees to design and construct 1.8 metre wide sidewalks at the following locations: <ul style="list-style-type: none"> • On the west side of the westernmost segment of Street No. 23 • On the north side of Street No. 31 • On the south side of Street No. 30 • On the east side of Street No. 28 	OTTAWA Planning

		<ul style="list-style-type: none"> • On the east side of the west leg of Street No. 29, between the south segment of street No. 29 and street No. 30 • On the north side of the Street No. 29 segment that abuts Lots 93 and 94 	
38.	S4	<p>The Owner agrees to design and construct a 3.0 metre multi-use pathway at the following location:</p> <ul style="list-style-type: none"> • On the west side of Street No. 28 	OTTAWA Planning
39.	S5	<p>The Owner agrees to design and construct, a fully accessible, 11.0 metre wide walkway and related works, with a 3.0 metre wide asphalt pathway and chain link fencing connecting to the future commercial Block 196 in the following location:</p> <ul style="list-style-type: none"> • Block 195 	OTTAWA Planning
40.	S6	<p>The Owner agrees to design and construct, a fully accessible, 6.0 metre wide walkway and related works, with a 3.0 metre wide asphalt pathway and chain link fencing in the following location:</p> <ul style="list-style-type: none"> • Block 194 	OTTAWA Planning
41.	S7	<p>The Owner agrees to connect all new pathways, sidewalks, walkways to the existing pathways, sidewalks, walkways located at the following locations:</p> <ul style="list-style-type: none"> • Brian Coburn Boulevard • Ascender Avenue 	OTTAWA Planning
42.	S8	<p><u>Park Fencing</u></p> <p>a) The Owner agrees to design and construct 1.5 metre black vinyl-coated chain link fences in accordance with the Fence By-law at the following locations:</p> <ul style="list-style-type: none"> • Along the west and east lot line of Block 193 <p>All chain link fencing that separate public lands and residential lots and blocks shall have a maximum opening (the diamond shape area) of no greater than 37 mm in order to comply with the applicable part of the "Pool Enclosure By-Law".</p> <p>b) The Owner agrees that any vinyl-coated chain link fence required to be installed with the exception of parks fencing shall be located a minimum of 0.15 metres inside the property line of the park. Refer to Parks condition P14 for details.</p>	OTTAWA Planning Parks

43.	S9	<p><u>Wood Privacy Fencing</u></p> <p>a) The Owner agrees to design and construct 1.8 metre wood privacy fences in accordance with the Fence By-law at the following locations:</p> <ul style="list-style-type: none"> • All blocks and lots abutting Brian Coburn Boulevard where noise attenuation barriers are not required. • Blocks 142 to 146, Blocks 156 to 162, and Blocks 172 to 174 abutting single-detached residential uses. • Blocks 180 to 186 abutting Commercial Block 196 <p>b) The Owner agrees that any wood privacy fence required to be installed shall be located a minimum of 0.15 metres inside the property line of the private property.</p>	OTTAWA Planning
44.	S10	<p><u>Noise attenuation barriers</u></p> <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 following locations:</p> <ul style="list-style-type: none"> • Block 149 abutting Street No. 23 • Blocks 163 and 168 abutting Brian Coburn Boulevard • Block 174 and Lot 76 abutting Brian Coburn Boulevard • Lots 77 and 109 abutting Brian Coburn Boulevard • Block 180 abutting Brian Coburn. <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
45.	S11	<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 Richcraft Homes Ltd. along the boundary of this land, to the satisfaction of the General Manager, Planning, Development and Building Services Department. The Purchaser agrees to include this clause in any future purchase and sale agreements”.</p>	OTTAWA Planning
		<p><u>Landscaping/Streetscaping</u></p>	
46.	LS1	<p>The Owner agrees, prior to registration or early servicing, whichever is earlier, to have a landscape plan(s) for the plan of subdivision prepared by a Landscape Architect, in accordance with the recommendations</p>	OTTAWA Planning Forestry

		<p>contained in the geotechnical report, the Tree Conservation Report, and the Environmental Impact Statement.</p> <p>The landscape plan(s) shall include detailed planting locations, plant lists which include species, plant form and sizes, details of planting methods, pathway widths and materials, access points, fencing requirements and fencing materials, other landscape features and gateway features where required.</p> <p>The Owner agrees to implement the approved landscape plan(s) and bear all costs and responsibility for the preparation and implementation of the plan(s).</p> <p>The Owner agrees that where sensitive marine clay soils are present, and the geotechnical report has satisfied the applicable conditions of the Tree Planting in Sensitive Marine Clay Soils - 2017 Guidelines, confirmation of adequate soil volumes in accordance with the subject guidelines shall be provided by a Landscape Architect prior to zoning approval.</p> <p>All of the aforementioned are to the satisfaction of the General Manager, Planning, Development and Building Services Department.</p>	
47.	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. 	OTTAWA Planning Forestry

		<p>Along park frontages, the Landscape Plan shall locate trees at a 6-8 metre on-centre separation distance along the full extent of the road right-of-way abutting any park block(s).</p> <p>Should specific site constraints prevent the required allocation of trees, the remaining number of required trees shall be provided within any proposed park(s), open space or environmental blocks, non-residential road right-of-way frontages, stormwater management facility(s), or other suitable alternative locations, to the satisfaction of the General Manager, Planning, Development and Building Services Department.</p>	
48.	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 detailed soil volume calculations and a note indicating that it has been developed as per the geotechnical report to the satisfaction of the General Manager, Planning, Real Estate and Economic Development.</p>	OTTAWA Planning
		<u>Parks</u>	
49.	P1	<p>In accordance with the Planning Act and the City of Ottawa Parkland Dedication By-law, the Owner shall:</p> <p>a) convey Block 193 to the City for parkland purposes;</p> <p>to the satisfaction of the General Manager, Recreation, Cultural and Facility Services Department.</p>	OTTAWA Parks
50.	P2	<p>The Owner covenants and agrees that Block 193 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:</p> <p>a) One hectare per 600 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 if the site is smaller than 5ha, or 15% if the site is larger than 5ha</p> <p>c) 2% of the gross land area (commercial +industrial)</p> <p>or such other rate as agreed to in writing to the satisfaction of the General Manager, Recreation, Cultural and Facility Services Department, based on</p>	OTTAWA Parks

the proposed uses for this subdivision for a parkland dedication requirement of 1.342 hectares. In the event that the number of units change, the required parkland dedication will also change.

In addition to the parkland dedication for this site, the owner acknowledges that site plan application D07-12-20-0184 transfers the parkland dedication requirement of 0.31 hectares for to this subdivision (D07-16-21-0006). 0.31 hectares of parkland dedication is therefore carried over from D07-12-20-0184.

Land Use	Criteria	Unit Count	Area (ha)	Parkland Dedication (ha)
Singles	1 ha/600 units	141	15.71	0.235
Executive Townhomes	1 ha/600 units	166		0.277
Back to Back Townhomes	1 ha/600 units	124		0.207
High Density (80 units/gross ha) w/n Mixed Used	1 ha/600 units	282	3.52	0.469
Commercial w/n Mixed Use Block	2% land area		3.52	0.070
Commercial	2% land area		4.25	0.085
Total dedication for Phase 4			27.0	1.343

Previous Site Plan D07-12-20-0184	0.31
Total Parkland owed	1.653
Park Block 193	0.43 hectares
Parkland Under dedication	1.223 hectares

The Owner covenants and agrees that there is an under-dedication of 1.223 hectares for this Draft Plan area which will be required to be provided. The Owner acknowledges and agrees parkland dedication will be taken within Trailsedge Phase 5 at the time of a subsequent application. The Owner further acknowledges the land required for these blocks will be added to the land required for the Phase.

In the event that there is change in the proposed use, block area, residential product and/or number of dwelling units within the Final Plan, the required parkland dedication will also be subject to change.

51. **P3**

The Owner acknowledges and agrees to design and construct at its cost the Park Block in accordance with City Specifications and Standards. The

OTTAWA Parks

		<p>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. 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 and shall be referred to as the “Park Development Budget”.</p> <p>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.</p>	
52.	P4	<p>All Owner obligations associated with the Park Block must be completed to the satisfaction of the General Manager, Recreation, Cultural and Facility Services Department within two years of registration.</p> <p>If the Park Block 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
53.	P5	<p>The Owner acknowledges and agrees that no stormwater management facilities, overland flow routes, and/or encumbrances of any kind, such as retaining walls, utility lines or easements of any kind shall be located on, under, or in front of, dedicated park blocks.</p> <p>If encumbrances exist on site, the removal and/or mitigation of the encumbrances shall be the responsibility of the Owner, at the Owner’s expense.</p> <p>All of the aforementioned are to the satisfaction of the General Manager, Recreation, Cultural and Facility Services Department.</p>	OTTAWA Parks
54.	P6	<p>The Owner acknowledges and agrees that any encumbrances at, above or below the surface, which are not solely for the benefit of the park, such as retaining walls, utility lines, parking garages, floodplain areas, wildlife and vegetation buffers or easements of any kind on lands, or portion thereof encumbering the design and function of future Park Block must be approved by the General Manager of Recreation, Culture and Facility Services Department, and will not form part of the <i>Planning Act</i> parkland dedication requirements.</p>	OTTAWA Parks

55.	P7	<p>The Owner agrees the Park Block must be fully developable for its intended use based on a geotechnical report. If any constraints to development of the Park Block are found the measures necessary to mitigate the constraints and to provide a subgrade suitable for the intended park uses as identified in the Facility Fit Plan, or if a Facility Fit Plan has not yet been prepared for intended park uses as identified by Parks planning staff, will be undertaken by the Owner. The Owner is solely responsible for the costs of any necessary mitigation measures in addition to the Park Development Budget.</p> <p>All of the aforementioned are to the satisfaction of the General Manager, Recreation, Cultural and Facility Services Department.</p>	OTTAWA Parks
56.	P8	<p>Once a Facility Fit Plan is submitted and after tree protection fencing has been installed accordingly, both as approved by the General Manager, Recreation, Cultural and Facility Services Department, the Owner may remove vegetation, trees, and topsoil from the park to facilitate rough grading of the area. The City agrees that the Owner may stockpile the topsoil either on or off the Park Block.</p> <p>If the removal of the native topsoil is required, the Owner agrees to provide replacement topsoil, outside of the Park Development Budget, at a sufficient depth and quality for parks as per City Standards for park topsoil. All work shall proceed in accordance with the applicable regulations.</p>	OTTAWA Parks
57.	P9	<p>The City acknowledges and agrees that the Owner may use the Park Block outside of the protected park areas for the stockpiling of materials or staging as needed. The Owner agrees to conduct the stockpiling of soils in accordance with the future excess soils regulation, as amended.</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, Planning, Development and Building Services Department.</p>	OTTAWA Parks

		The Owner agrees that any remediation required to the parkland as result of the Owners use of the parkland will be at the Owner's expense and will be in addition to the estimated Park Development Budget calculated at the per hectare rate as indexed and such remediation work shall be completed to the satisfaction of the General Manager, Planning, Development and Building Services Department.	
58.	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
59.	P11	<p>The Owner acknowledges and agrees that it is the responsibility of the Owner to fill and rough grade the park where necessary to meet subdivision grades, 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.</p> <p>Any fill imported to the Park Block must be conducted in accordance with the future excess soils regulation, as amended. Documentation of the source and quality of the fill to be imported must be approved by a Qualified Person. Soils must be tested to the minimum parameter list as specified in the excess soils regulation. Importation of soils with no chemical testing will not be permitted. Additional testing may be required by the Qualified Persons as defined in the regulation.</p> <p>Copies of all records related to all soils imported to the future park areas must be provided to the City. All works and fill materials are to be approved by the General Manager, Planning, Development and Building Services Department prior to being placed on site.</p> <p>All work shall proceed in accordance with the applicable regulations and according to the current (at time of work) approved City details and specifications.</p>	OTTAWA Planning Parks
60.	P12	<p>The Owner acknowledges and agrees that it is the responsibility of the Owner to undertake the final grading of the Park Block as per the park working drawings / grading and drainage plan. The final grading will be covered by the Park Development Budget to a maximum of 10% of the park construction cost sub-total. Additional grading beyond this maximum will be at the Owner's expense.</p> <p>This final grading is comprised of grading over-and-above the required subdivision grading of the Park Block, as per the approved subdivision</p>	OTTAWA Planning Parks

		grading plan. 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, Development and Building Services Department.	
61.	P13	<p>Unless otherwise specified the Owner shall provide the following services and utilities to the Park Block:</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. <p>150mm diameter sanitary sewer and MH at 2m inside the park property line.</p> <ul style="list-style-type: none"> c) 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 responsible to ensure the park electricity service(s) is included on the approved CUP drawings. <p>All works shall be shown on the approved drawings and shall be subject to the approval of the General Manager, Planning, Real Estate and Economic Development.</p>	OTTAWA Planning Parks
62.	P14	The Owner shall install fencing of uniform appearance and quality, with a minimum height of five feet (5') (1.5m) along the common boundary of all residential and commercial 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.	OTTAWA Parks

63.	P15	<p>No access from private property to passive public property will be allowed. The Owner shall place the following clause in each Agreement of Purchase and Sale and shall be registered as a notice on title in respect of all Lots and Blocks:</p> <p>“The Transferee for himself, his heirs, executors, administrators, successors and assigns acknowledges being advised that gates accessing public property are not permitted in the fences.”</p>	OTTAWA Parks
64.	P16	<p>The Owner shall include a clause in each Agreement of Purchase and Sale and shall be registered as a notice on title in respect of all Lots and Blocks which shall provide notification to all purchasers of lands within the Subdivision that parkland within this subdivision and/or already existing in the vicinity of the subdivision may have:</p> <ul style="list-style-type: none"> a) active hard surface and soft surface recreational facilities b) active lighted sports fields and other lit amenities c) recreation and leisure facilities d) potential community centre e) library f) day care g) other potential public buildings / facilities / amenities. 	OTTAWA Parks
65.	P17	<p>The Owner acknowledges and agrees that if the approved park concept design contains amenities proposed by the Owner that exceed the standard Park Development Budget, and if securities are not retained by the City for these items, the City shall not be responsible for these items in the event that the City must complete the park.</p>	OTTAWA Parks
66.	P18	<p>The Owner acknowledges and agrees that, following registration of this agreement, the Park Block will be transferred to the City. Notwithstanding said transfer, the Owner acknowledges and agrees that, prior to the assumption of the park by the City, the Owner will retain all liability for the transferred blocks and that said transfer will in no way exonerate the Owner from its responsibility to design and construct the park pursuant to the terms of this agreement.</p>	OTTAWA Parks
67.	P19	<p>Prior to the acceptance of Park Block 193, the Owner agrees to remove any dead, dying or fallen trees and debris from within the Block that pose a safety risk. Prior to any removals, the Owner must arrange an inspection of the lands with the City Forester and Park Planner in advance of these works occurring. Any removals/clean up shall follow best forestry practises.</p>	OTTAWA Planning Parks
68.	P20	<p>The Owner acknowledges and agrees to erect, at its expense, on the Park Block at locations selected by the General Manager, Planning, Real Estate and Economic Development a professionally painted sign. Sign material, size and installation and construction details shall be to the satisfaction of</p>	OTTAWA Parks

		<p>the General Manager, Recreation, Cultural and Facility Services. The signs shall clearly read, in English and in French:</p> <p style="text-align: center;"> Future Parkland No Dumping No Removal Soil or Vegetation No Storage of Materials </p> <p style="text-align: center;"> Parc futur Il est interdit de jeter des déchets Il est interdit d'enlever le sol ou la végétation Entreposage de matériaux interdit </p> <p>The Owner further agrees to maintain the signs (including graffiti) and such signs shall be removed only with the approval of the General Manager, Recreation, Cultural and Facility Services.</p>	
69.	P21	<p>Upon registration of the subdivision and transfer of ownership of the Park Block to the City, the Owner agrees to provide:</p> <ul style="list-style-type: none"> • a certificate of insurance that names the City of Ottawa as Additional Insured, and • a letter of credit which covers the full amount of the Park Design and Construction Cost to ensure the work is completed. <p>The Owner will hereby be granted consent to enter at no cost to complete the work. All is to the satisfaction of the General Manager of Recreation Culture and Facility Services.</p>	OTTAWA Parks
70.	P22	<p>The Owner acknowledges and agrees that no work within the right-of-way in front of, or around, any boundary of the park will be a park cost. All right-of-way work including, tree planting, topsoil and sod, and all hard surface work will be at the Owners' expense.</p>	OTTAWA Parks
71.	P23	<p>The Owner acknowledges and agrees that if there is a deficiency in the quantity of street trees within the Subdivision, and the Owner and the City mutually agree that those trees shall be planted within the Park Block, the supply and installation of those trees shall be at the Owners' expense, outside of the park development budget.</p>	OTTAWA Parks
72.	P24	<p>The Owner acknowledges and agrees that the total consulting costs, including all prime consulting, sub-consulting and testing fees, for the design and construction of the Park Block shall not exceed the percentage fee calculation of the park construction budget as recommended by the <i>Ontario Association of Landscape Architects Fee Guide for Landscape Architectural Services</i>, current version (at time of subdivision registration) by type of</p>	OTTAWA Parks

		project (Category = 2; Complexity = Skilled) and shall be to the satisfaction of the General Manager, Recreation, Cultural & Facility Services.	
73.	P25	<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 to the City for the design and the construction of the Park Block. The City will proceed with the 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.</p> <p>The expected cost of the park 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, (referred to as the Park Development Budget), plus a 5% administrative fee for City forces to execute the project plus 13% HST on the total amount. 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, topsoil replacement, 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 Development Budget.</p>	OTTAWA Parks
		<u>Environmental Constraints</u>	
74.	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
75.	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, Development and Building Services Department.	OTTAWA Planning
76.	EC3	The Owner acknowledges and agrees that the construction of the subdivision shall be in accordance with the recommendations of the approved Environmental Impact Statement (GHD, 26 August 2020), Headwater Drainage Feature Letter (GHD, 29 Apr 2021) and the Integrated Environmental Review (GHD, 6 Mar 2021).	OTTAWA Planning CA

77.	EC4	The Owner agrees to abide by all appropriate regulations associated with Provincial and Federal statutes for the protection of wildlife, including, fish and fish habitat, migratory birds and species at risk.	OTTAWA Planning
78.	Special	The Owner acknowledges and agrees any watercourse within the Rideau Valley Conservation Authority watershed is subject to Ontario Regulation 176/04 “Development, Interference with Wetlands and Alterations to Shorelines and Watercourses Regulation” under Section 28 of the Conservation Authorities Act (or as amended). The prior written approval of the RVCA is required for any for any alteration, straightening, changing, diverting or interfering in any way with any watercourse (including stormwater outlets) within the RVCA’s watershed.	OTTAWA Planning CA (RVCA)
79.	Special	The Owner acknowledges and agrees any watercourse within the South Nation Conservation watershed is subject to Ontario Regulation 170/06 “Development, Interference with Wetlands and Alterations to Shorelines and Watercourses Regulation” under Section 28 of the Conservation Authorities Act (or as amended). The prior written approval of South Nation Conservation is required for any for any alteration, straightening, changing, diverting or interfering in any way with any watercourse (including stormwater outlets) within the SNC’s watershed.	OTTAWA Planning CA (SNC)
		<u>Record of Site Condition / Contaminated Soil</u>	
80.	RSC1	The Owner shall be required to submit to the General Manager, Planning, Development and Building Services 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 Blocks 196 and 198 will be suitable for the proposed use in accordance with O.Reg. 153/04.	OTTAWA Planning BCS
		<u>Archaeology</u>	
81.	ARC1	Where the Owner is required to undertake an archaeological assessment: <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. 	OTTAWA Planning MTCS (Ministry provides written clearance to the City prior to registration, usually at the request of the applicant.)

		All of the above noted conditions shall be to the satisfaction of the Ministry of Tourism and Culture and the General Manager, Planning, Development and Building Services Department.	
		<u>Stormwater Management</u>	
82.	SW1	<p>The Owner shall provide any and all stormwater reports that may be required by the City for approval prior to the commencement of any works in any phase of the Plan of Subdivision. 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
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. (if appropriate) provide all digital models and modelling analysis in an acceptable format; iii. have said plans approved by the General Manager, Planning, Development and Building Services Department, and iv. provide certification through a Professional Engineer licensed in the province of Ontario that the plans have been implemented. <p>(b) All submissions and any changes made to the Plan shall be submitted to the satisfaction to the City and the 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	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

85.	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
86.	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
87.	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 that the Purchaser/Lessee is responsible to maintain conveyance of surface flow over the rear and/or side of their lot, and maintain sub-surface drainage infrastructure, all of which shall be to the satisfaction of the General Manager, Planning, Development and Building Services Department of the City of Ottawa.	OTTAWA Planning
88.	Special	The Owner acknowledges and agrees that the City is initiating an addendum to the Mud Creek CIS Class EA to add slope stabilization works downstream from EUC Pond 1 that were not included in the approved Class EA. While the City does not anticipate stabilization of downstream slopes to directly impact upstream developments, in the event of an unforeseen emergency, the Owner acknowledges and agrees that the City has the authority under the Emergency Management and Civil Protection Act to implement restrictions on upstream development activities while emergency works are implemented.	OTTAWA Planning

		<u>Sanitary Services</u>	
89.	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, Development and Building Services Department.	OTTAWA Planning
90.	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 City will, insofar as it legally may, require other persons connecting to the sewer to pay an equitable share of the cost thereof to the Owner. The amount of payment shall be determined by the General Manager, Planning, Development and Building Services Department.	OTTAWA Planning
91.	SS3	As the Owner proposes a road allowance(s) of less than 20 metres, and if the Owner also proposed boulevards between 4.0 and 5.0 metres wide, the Owner shall meet the following requirements: <ul style="list-style-type: none"> a) extend water, sanitary, and storm services a minimum of 2.0 metres onto private property during installation before being capped; b) install high voltage electrical cable through the transformer foundations to maintain adequate clearance from the gas main; c) provide and install conduits as required by each utility; d) provide and install transformer security walls when a 3.0 metres clearance, as required by the Electrical Code, cannot be maintained. The design and location of the security wall must be approved by the local hydro utility; and e) install all road-crossing ducts at a depth not to exceed 1.2 metres from top of duct to final grade. 	OTTAWA Planning
		<u>Water Services</u>	
92.	W1	The Owner agrees to design and construct all necessary watermains and the details of water servicing and metering for the lots abutting the watermains within the subject lands. The Owner shall pay all related costs, including the cost of connection, inspection and sterilization by City personnel, as well as the supply and installation of water meters by the City.	OTTAWA Planning
93.	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

94.	W3	The Owner acknowledges and agrees not to permit any occupancy of buildings on the individual Lots described in Schedule "A" until the water plant has been installed, sterilized, and placed in service to the satisfaction of the General Manager, Planning, Development and Building Services Department.	OTTAWA Planning
95.	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
96.	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, Infrastructure and Water Services.	OTTAWA Planning
97.	W6	The Owner acknowledges and agrees not to apply for, nor shall the City issue, building permits for more than 50 dwelling units (or the equivalent) where the watermain for such units is not looped. Any unit serviced by a looped watermain that is not looped shall be required to have sufficient fire protection, to the satisfaction of the General Manager, Planning, Development and Building Services Department.	OTTAWA Planning
		<u>Serviced Lands</u>	
98.	SL1	The Owner shall be responsible for the provisions of the following works, including oversizing and over depth (where appropriate), at its cost, in accordance with plans approved by the General Manager, Planning, Development and Building Services Department, and/or the Province: <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

99.	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
100.	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, Development and Building Services Department.	OTTAWA Planning
		<u>Utilities</u>	
101.	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
102.	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
103.	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
104.	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
105.	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.	Hydro Ottawa

		This amount shall be in accordance with Hydro Ottawa's Contributed Capital Policy and Conditions of Service.	
106.	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
107.	H5	The Owner shall be responsible for servicing the buildings within the property. Only one service entrance per property shall be permitted.	Hydro Ottawa
108.	H6	Prior to commencement of any construction activities, the Owner shall inform Hydro Ottawa of any acute shock construction process or rubberization to be used during construction and apply Hydro Ottawa's work procedure UDS0022 "Protecting Electrical Distribution Underground Plant & Support Structures from Acute Shock Construction Processes". The Owner shall be responsible for any damage to Hydro Ottawa distribution assets.	Hydro Ottawa
109.	H7	Hydro Ottawa prohibits any change of grade that results in reduced life expectancy of the asset. Any change in grade of more than 0.3m in the vicinity of proposed or existing electric utility equipment shall be reviewed with Hydro Ottawa.	Hydro Ottawa
110.	H8	The Owner shall ensure that any landscaping or surface finishing does not encroach into existing or proposed Hydro Ottawa's overhead or underground assets or easement. When proposing to place plantings in proximity of existing power lines, the Owner shall refer to Hydro Ottawa's free publication "Tree Planting Advice". The shrub or tree location and expected growth must be considered. If any Hydro Ottawa related activity requires the trimming, cutting or removal of vegetation, or removal of other landscaping or surface finishing, the activity and the re-instatement shall be at the Owner's expense.	Hydro Ottawa
111.	H9	The Owner is advised that there are overhead medium voltage overhead lines along the south side of Brian Coburn Boulevard and west side of Mer-Bleue 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

112.	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, Real Estate 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, Real Estate and Economic Development.</p>	Hydro Ottawa
113.	U3	<p>That the Owner shall transfer such new easements and maintenance agreements as are deemed necessary by Rogers Communications Canada Inc. to service this subdivision, to our satisfaction and that of the appropriate authority and at no cost to us. The owner is also to ensure that these easement documents are registered on title immediately following registration of the final plan, and the affected agencies duly notified.</p>	Rogers
114.	U4	<p>That the application be required, in the Subdivision Agreement, to coordinate the preparation of an overall utility distribution plan. This plan would be showing the locations (shared or otherwise) and the installation timing and phasing of all required utilities (on-ground, below ground) through liaison with the appropriate electrical, gas, water, telephone and cablevision authority. This includes on-site drainage facilities. Such location plan being to the satisfaction of all affected authorities.</p>	Rogers

115.	U5	That the Owner agrees with Rogers Communications Canada Inc. to arrange for and pay the cost of the relocation of any existing services which is made necessary because of this subdivision, to the satisfaction of the authority having jurisdiction.	Rogers
116.	U6	The Owner agrees that should any conflict arise with existing Bell Canada 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.	Bell
117.	U7	<p>The Owner acknowledges and agrees that Canada Post will provide mail delivery service to the subdivision through centralized Community Mail Boxes (CMBs) and Lock Box Assembly's (LBAs) and that the CMB's location will be determined at the time of the preliminary CUP Plan.</p> <p>The Owner shall provide Canada Post with the excavation date for the first foundation/first phase as well as the date development work is scheduled to begin. Further, the Owner shall provide Canada Post the expected installation date(s) for the CMB(s).</p>	Canada Post
118.	U8	<p>The Owner acknowledges and agrees that they 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>If the gas main needs to be relocated as a result of changes in the alignment or grade of the future road allowances or for temporary gas pipe installations pertaining to phased construction, all costs are the responsibility of the applicant.</p> <p>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 Gas
		<u>Fire Services</u>	
119.	FUS1	The Owner acknowledges and agrees prior to registration to indicate any measures proposed to meet fire protection requirements per the Water Supply For Public Fire Protection guide (FUS, 2020) including but not limited to two-hour firewalls, active fire protection measures such as sprinkler systems, and/or minimum building separations on the servicing	OTTAWA Planning

		plan to the satisfaction of the General Manager of Planning, Development and Building Services Department.	
		<u>Noise Attenuation</u>	
120.	N1	<p>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, Development and Building Services Department. The Study shall comply with:</p> <ul style="list-style-type: none"> i. the City of Ottawa’s Environmental Noise Control Guidelines, as amended; and ii. address, and be in accordance with, the current version of the Association of Professional Engineers of Ontario Guidelines for Professional Engineers providing Acoustical Engineering Services in Land Use Planning. <p>The study shall provide all specific details on the methods and measures required to attenuate any noise that exceeds the allowable noise limits in locations as determined by the recommendations of the Noise Assessment Study.</p>	OTTAWA Planning
121.	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, Development and Building Services Department, through a Professional Engineer, that the noise control measures have been implemented in accordance with the approved study.	OTTAWA Planning
122.	N4	<p>The Owner agrees that all purchase and sale agreements for the whole or any part of the lot/block on the Plan of Subdivision shall contain the following clauses that shall be registered as a notice on title in respect of all Lots and Blocks:</p> <p>Warning Clause Type A: "Transferees are advised that sound levels due to increasing road or transitway traffic may occasionally interfere with some activities of the dwelling occupants as the sound levels exceed the City’s and the Ministry of the Environment’s noise criteria."</p> <p>Warning Clause Type B: "Transferees are advised that despite the inclusion of noise control features in the development and within the building units, sound levels due to increasing road or transitway traffic may on occasions interfere with</p>	OTTAWA Planning Legal

		<p>some activities of the dwelling occupants as the sound levels exceed the City's and the Ministry of the Environment's noise criteria."</p> <p>Warning Clause Type C: "This dwelling unit has been fitted with a forced air heating system and the ducting, etc. was sized to accommodate central air conditioning. Installation of central air conditioning by the occupant will allow windows and exterior doors to remain closed, thereby ensuring that the indoor sound levels are within the City's and the Ministry of the Environment's noise criteria. (Note: The location and installation of the outdoor air conditioning device should comply with the noise criteria of MOE Publication NPC-216, Residential Air Conditioning Devices, dated 1993, and the Environmental Noise Guidelines for Installation of Residential Air Conditioning Devices, dated September 1994, and thus minimize the noise impacts both on and in the immediate vicinity of the subject property.)"</p> <p>Warning Clause Type D "This dwelling unit has been supplied with a central air conditioning system which will allow windows and exterior doors to remain closed, thereby ensuring that the indoor sound levels are within the City's and the Ministry of the Environment's noise criteria."</p>	
		<u>Land Transfers</u>	
123.	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. Pathway, Walkway or Servicing Blocks – Blocks 194 and 195 ii. Open Space Blocks – n/a iii. Watercourses (buffer strips/riparian corridors) – n/a iv. Park Blocks – Block 193 v. Storm Water Management Blocks – n/a vi. Road Widening Blocks – n/a vii. 0.3 m Reserve Blocks – n/a viii. Daylighting Triangles – n/a ix. Transit Corridors – n/a x. Wetlands – n/a 	OTTAWA Planning Legal
124.	LT2	<p>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.</p>	OTTAWA Planning Legal

125.	Special	The Owner acknowledges and agrees that Blocks 243, 264, 265, 266, and 267 of Registered Plan 4M-1719 are presently subject to an inhibiting order and shall be consolidated with Blocks 188, 189, 190, 191 and 192 of this draft plan of subdivision.	OTTAWA Planning Legal
		<u>Vibration Monitoring</u>	
126.	V1	The Owner acknowledges and agrees that prior to commencing site alteration or construction that vibration monitoring shall be undertaken by a Professional Engineer licensed in the province of Ontario. Vibration levels shall not exceed those determined by the City and Province to cause damage to adjacent buildings and structures. The Owner may consider offering pre-construction surveys to adjacent/abutting properties, to validate damage claims or indemnify and save harmless. The Owner agrees to maintain vibration monitoring records during construction, which shall be made available to the General Manager, Planning, Real Estate and Economic Development upon request. The Owner agrees and acknowledges that the City shall be indemnified from any damage claims resulting from construction activities.	OTTAWA Planning
		<u>Development Charges By-law</u>	
127.	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
128.	DC4	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: a) a written acknowledgement from the Owner of the obligation to pay the discounted portion of the development charges;	OTTAWA Planning Legal

		<p>b) no reduction in the Letter of Credit below the amount of the outstanding discounted development charges; and</p> <p>c) indexing of the development charges in accordance with the provisions of the Development Charges By-law.</p> <p>The Owner further acknowledges that Council may terminate the eligibility for this two-stage payment at any time without notice, including for the lands subject to this agreement and including for a building permit for which an application has been filed but not yet issued.</p> <p>For the purposes of this provision, “discounted portion” means the costs of eligible services, except fire, police and engineered services that are subject to 90% cost recovery of growth-related net capital costs for purposes of funding from development charges. The 10% discounted portion, for applicable services, must be financed from non-development charge revenue sources.</p> <p>“Non-discounted portion” means the costs of eligible services, fire, police and engineered services, that are subject to 100% cost recovery of growth-related net capital costs for purposes of funding from development charges.</p>	
129.	Special	The Owner acknowledges that the proposed development is within the Gloucester Urban Area-Specific Development Charge for Stormwater Management Facilities. The Owner acknowledges that they are party to document OC1077022, registered on 2010-02-05. The development charges payable pursuant to the Gloucester Stormwater Facilities By-law will not be due for the subject subdivision at the time of registration of this plan of subdivision or the issuance of the conditional building permit for the lands, provided that this subdivision agreement has been executed and will be payable prior to the issuance of the building permit.	OTTAWA Planning Legal
		<u>Survey Requirements</u>	
130.	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
131.	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
132.	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>	
133.	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
134.	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
135.	C3	The owner shall pay any outstanding taxes owing to the City of Ottawa prior to registration.	OTTAWA Planning Revenue
136.	C4	Prior to registration of the Plan of Subdivision, the City is to be satisfied that conditions 1 to 135 have been fulfilled.	OTTAWA Planning
137.	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
138.	C6	If the Plan(s) of Subdivision, including all phases within the draft approved plan of subdivision, has not been registered by October 4, 2027, 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.