

MENU OF CONDITIONS
FOR DRAFT APPROVAL
MINTO COMMUNITIES CORPORATION
RIVERSBEND SUBDIVISION, 3432 GREENBANK ROAD

DRAFT APPROVED DD/MM/YYYY

INDEX

General	3
Landowners Agreement.....	4
Zoning	4
Roadway Modifications.....	5
Highways/Roads.....	6
Public Transit	8
Geotechnical	9
Pathways, Sidewalks, Walkways, Fencing, and Noise Barriers	11
Landscaping/Streetscaping	13
Tree Conservation.....	15
Gateway Features	15
Parks	16
Environmental Constraints	25
Record of Site Condition / Contaminated Soil	27
Solid Waste Disposal Site.....	27
Schools	27
Archaeology.....	28
Sump Pumps	28
Stormwater Management.....	30
Sanitary Services	32
Water Services	32
Serviced Lands	33
Utilities.....	34
Fire Services	40
Noise Attenuation	41
Land Transfers	43
Blasting	43
Development Charges By-law.....	44
Survey Requirements	45
Closing Conditions	45

The City of Ottawa's conditions applying to the draft approval of Minto Communities Corporation's Riversbend Subdivision (File No. D07-16-21-0032), 3432 Greenbank Road, are as follows:

	<p>This approval applies to the draft plan certified by V. Andrew Shelp, Ontario Land Surveyor, dated July 11, 2024, showing 97 Residential Lots, 10 streets, 64 residential blocks, 1 park block, 1 stormwater management block, 1 future road block, and 2 open space blocks.</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) Barrhaven South Master Servicing Study Addendum No. 2, prepared by David Schaeffer Engineering Ltd., dated March 13th 2024. 2) Functional Servicing and Stormwater Management Report, prepared by David Schaeffer Engineering Ltd., dated March 2024. 3) Geotechnical Investigation, prepared by Paterson Groupe, Revision 7 dated January 12, 2024. 4) Geotechnical Design Review and Recommendations memorandum, prepared by Paterson Group, dated April 16, 2024. 5) Greenbank Pond Expansion Modifications memorandum, prepared by David Schaeffer Engineering Ltd., dated March 28, 2023. 6) Concept Plan 49 – C, prepared by Minto Communities Inc., dated 1/15/2024. 7) Roadway Traffic Noise Feasibility Assessment, prepared by Gradient Wind, dated June 18 2024. 8) Headwater Drainage Assessment (HAD) (Revised), prepared by McKinley Environmental Solutions, dated April 2022. 9) Combined Environmental Impact Statement & Tree Conservation Report (Revised), prepared by McKinley Environmental Solutions, dated April 2022. 10) Combined Environmental Impact Statement & Tree Conservation Report – Addendum #1, prepared by McKinley Environmental Solutions, dated July 21st 2023. 11) Combined Environmental Impact Statement & Tree Conservation Report – Addendum #2, prepared by McKinley Environmental Solutions, dated January 15th 2024. 12) Planning Rationale Addendum, prepared by Fotenn Planning and Design, dated January 19, 2024. 13) Transportation Impact Assessment, prepared by CGH Transportation, dated January 2024. 14) Urban Design Brief, prepared by NAK Design Strategies, dated January 10, 2024. 	
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		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>	
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, Real Estate and Economic Development Department, based on current City tender costs, which costs shall be reviewed and adjusted annually. Securities for on-site works may be at a reduced rate subject to the approval of the General Manager, Planning, 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 Planning Fees By-law.</p>	OTTAWA Planning

3.	G3	The Owner acknowledges and agrees that any residential blocks for street-oriented dwelling units on the final Plan shall be configured to ensure that there will be no more than 25 units per block.	OTTAWA Planning
4.	G4	<p>The Owner acknowledges and agrees that any person who, prior to the draft plan approval, entered into a purchase and sale agreement with respect to lots or blocks created by this Subdivision, shall be permitted to withdraw from such agreement without penalty and with full refund of any deposit paid, up until the acknowledgement noted above has been executed.</p> <p>The Owner agrees to provide to the General Manager, Planning, 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
5.	G5	All prospective purchasers shall be informed through a clause in the agreements of purchase and sale of the presence of lightweight fill on the lands, and that the presence of such lightweight fill may result in specific restrictions on landscaping, pools, additions, decks and fencing	OTTAWA Legal
6.	G6	The Owner, or his agents, shall not commence or permit the commencement of any site related works until such time as a pre-construction meeting has been held with Planning, Development and Building Services Department staff and until the City issues a Commence Work Notification.	OTTAWA Planning
		<u>Landowners Agreement</u>	
7.	LA1	Prior to registration, the Owner agrees to provide the City with a clearance letter from the trustee of the Barrhaven South Landowners Group, confirming that the Owner is party to the Barrhaven South Landowners Group and that Cost Sharing Agreements (if applicable) and all of the obligations, financial and otherwise, of the landowner(s) of this subdivision have been fulfilled pursuant to the Landowners Agreement.	LG
		<u>Zoning</u>	
8.	Z1	The Owner agrees that prior to registration of the Plan of Subdivision, the Owner shall ensure that the proposed Plan of Subdivision shall conform with a Zoning By-law approved under the requirements of the <i>Planning Act</i> , with all possibility of appeal to the Ontario 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	<p>[Road signage and pavement marking]</p> <p>The Owner agrees to provide a Development Information Form and Geometric Plan indicating:</p> <ul style="list-style-type: none"> a) Road Signage and Pavement Marking for the subdivision; b) Intersection control measure at new internal intersections; and c) location of depressed curbs and TWSIs; <p>prior to the earlier of registration of the Agreement or early servicing. Such form and plan shall be to the satisfaction of the General Manager, Planning, Development and Building Services Department.</p>	OTTAWA Planning Transpo Plg
12.	RM7	<p>[Traffic calming]</p> <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); 	OTTAWA Planning

		<ul style="list-style-type: none"> • pavement markings/signage; and • temporary/seasonal installations such as flexi posts or removable bollards. 	
		<u>Highways/Roads</u>	
13.	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
14.	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
15.	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
16.	HR4	The Owner shall convey to the City, at no cost to the City, an unencumbered road widening along <i>Greenbank Road</i> , adjacent to the subdivision lands, in accordance with the Official Plan. The required widening shall be illustrated on the Draft M-Plan and Final Plan of Subdivision as a dimension from the existing centerline of the public highway to the required widened limit. If it is determined that a widening is not required, the Owner’s Surveyor shall illustrate the distance from the existing centerline of the Public Highway to the existing road limit on the Draft M-Plan and the Final Plan of Subdivision. All of which will be to the satisfaction of the City Surveyor.	OTTAWA Planning Surveys
17.	HR5	<ul style="list-style-type: none"> • Any dead ends and/or open spaces of road allowances created by this plan of subdivision may be terminated in 0.3 metre reserves. 	OTTAWA Planning Legal
18.	HR6	<p>The Owner shall provide site triangles at the following locations on the final plan:</p> <ul style="list-style-type: none"> • Arterial/Arterial: overlapping 5m x 15m triangles • Arterial/Collector: overlapping 5m x 15m triangles • Collector/Collector: overlapping 5m x 15m triangles 	OTTAWA Planning Legal

		<ul style="list-style-type: none"> • Arterial/Local: 3m x 9m with the longer dimension along the arterial road • Collector/Local: 3m x 9m with the longer dimension along the collector road • Local/Local: 3m x 3m <p>The above site triangles will be provided throughout the subdivision except at the intersection of Street 1 and realigned Greenbank Road as specific site triangles requirements have been specific by the Greenbank Road project team and included on the Draft Plan.</p>	
19.	HR7	A 0.3 m reserve adjacent to the widened limit of realigned Greenbank Road shall be indicated on the plan submitted for registration and conveyed at no cost to the City.	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.		The Owner agrees that construction traffic shall not be permitted to use Riverboat Heights. Access via Riverboat Heights shall be restricted in its entirety until such time that units have been completed, at which time, this access shall only be opened for local residents, not construction traffic.	OTTAWA Planning
22.		The Owner agrees to install "No Heavy Trucks" signage be placed at all non-approved entry points into the local community, to the satisfaction of the General Manager, Planning, Development and Building Services Department.	OTTAWA Planning
23.	HR10	The Owner acknowledges that should the plan be registered in phases; the first phase of registration shall include: <ul style="list-style-type: none"> • <i>Street 1</i> 	OTTAWA Planning
24.	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
25.	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

26.	HR13	Prior to the registration, the Owner shall obtain approval of a road closure for those lands (specify) that the Owner proposes to acquire from the City. The Owner shall acquire said lands from the City prior to final approval of road closure in order to include said lands on the final plan of subdivision.	OTTAWA Planning
27.	HR14	[Development on Private Streets] The Owner covenants and agrees to: a) obtain approval for a Common Elements Condominium, or other agreement as deemed appropriate, which condominium or other agreement once registered on title, will set out the obligations between the co-Owners of the common elements for the operation and maintenance of the private streets, private watermains, private hydrants and private water services, such agreement to be to the satisfaction of the City Solicitor. b) design all private watermains within the subdivision to the satisfaction of the City, and it will pay all related costs, including the cost of connection, inspection, and disinfection by City personnel. c) install the private infrastructure services in accordance with the staging schedule approved by the City.	OTTAWA Planning Legal
28.	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>	
29.	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
30.	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
31.	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	OTTAWA Transit

		pads and shelters, any of which may be located in front of or adjacent to the purchaser's lot at any time.	
32.	PT5	The Owner agrees to implement a Transit Service Strategy in accordance with the Official Plan. The Owner, together with the City, will determine the method and means by which the developments, as well as adjacent areas, can be efficiently and effectively serviced by transit. The Owner shall enter into an agreement with the Transit Services Branch, prior to the registration of the subdivision, to outline the provision of interim bus service. Said agreement shall include, but not be limited to, the following: establishment of routes and stops and levels of service and provision and maintenance of stops and turnarounds. The agreement may include: funding and cost-sharing arrangements and timing and triggers for the transfer of responsibility to City.	OTTAWA Transit
		<u>Geotechnical</u>	
33.	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, Real Estate and Economic Development Department at the time of the application for the pool enclosure or additional building permit. <p>The Owner also acknowledges that said engineer or geoscientist will be required to certify that the construction has been completed in accordance with his/her recommendation and that a copy of the certification or report will be submitted to the General Manager, Planning, Development and Building Services Department.</p>	OTTAWA Planning
34.	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: 	
35.	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). 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. 	OTTAWA Planning

		<p>v. The report identifies that foundation walls are to be reinforced at least nominally, with a minimum of two upper and two lower 15M (rebar size) bars in the foundation wall.</p> <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>	
36.	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
		<u>Pathways, Sidewalks, Walkways, Fencing, and Noise Barriers</u>	
37.	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.	
38.	S3	<p>[Sidewalks along public roads]</p> <p>The Owner agrees to design and construct 1.8 metre wide sidewalks at the following locations:</p> <ul style="list-style-type: none"> • North side of Street 2 • West side of western part of Street 3 • East side of eastern part of Street 3 • West side of western part of Street 4 • East side of eastern part of Street 4 • North and east side of Street 5 • West side of Street 5 (adjacent to Blocks 146, 147, 148) • East side of eastern part of Street 6 • West side of western part Street 6 • East side of Street 6 (adjacent to park block 175) • North side of Street 6 (adjacent to future District Park) • West side of western most part of Street 6 (adjacent to Lots 76, 87, 88 to 97) 	OTTAWA Planning

		<ul style="list-style-type: none"> • Street 7 (adjacent to Blocks 109 to 117) • East side of Street 8 • West side of Street 9 • South side of Street 10 (east of Street 6) <p>Additionally, the Owner agrees to design and construct two 2.0-metre-wide sidewalks and two 2.0-metre-wide cycle tracks at the following locations:</p> <ul style="list-style-type: none"> • East and West sides of Street 1 	
39.	S5	<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"> • Celestial Grove • Riverboats Heights (temporary connection) 	OTTAWA Planning
40.	S6	<p>[Chain link fence between public and private lands]</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"> • Rear yards of Lots 82 to 85 and 88 to 97 (adjacent to Block 98) • Block 99 (adjacent to Block 98) • Rear yards of Blocks 143 and 144 (adjacent to Block 174) • Rear yards of Block 136 to 143 (adjacent to the district park) • Side yard of Lot 97 (adjacent to district park) • Side yard of Block 136 (adjacent to Park Block 175) <p>All chain link fencing that separate public lands and residential lots and blocks shall have a maximum opening (the diamond shape area) of no greater than 37 mm in order to comply with the applicable part of the “Pool Enclosure By-Law”.</p> <p>b) The Owner agrees that any vinyl-coated chain link fence required to be installed with the exception of parks fencing shall be located a minimum of 0.15 metres inside the property line of the private property.</p>	OTTAWA Planning
41.	S9	<p>[Noise attenuation barriers]</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"> • South side of Lot 1 and Block 104 • South side of Blocks 122 and 123 • South side of Blocks 130 and 169 • South side of Blocks 164 and 165 • South side of Blocks 155 and 158 • South side of Block 144 • Rear of Blocks 143 and 144 	OTTAWA Planning

		<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>	
42.	S10	<p>The Owner shall insert a clause in each agreement of purchase and sale and shall be registered as a notice on title in respect of all lands which fences have been constructed stating that:</p> <p>“Purchasers are advised that they must maintain all fences in good repair, including those as constructed by <i>Minto Communities</i> along the boundary of this land, to the satisfaction of the General Manager, Planning, Development and Building Services Department. The Purchaser agrees to include this clause in any future purchase and sale agreements”.</p>	OTTAWA Planning
		<u>Landscaping/Streetscaping</u>	
43.	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 contained in the geotechnical report(s), the Tree Conservation Report, and/or the Environmental Impact Statement (if appropriate).</p> <p>The landscape plan(s) shall include detailed planting locations, plant lists which include species, plant form and sizes, details of planting methods, pathway widths and materials, access points, fencing requirements and fencing materials, other landscape features and gateway features where required.</p> <p>The Owner agrees to implement the approved landscape plan(s) and bear all costs and responsibility for the preparation and implementation of the plan(s).</p> <p>The Owner agrees that where sensitive marine clay soils are present, and the geotechnical report has satisfied the applicable conditions of the Tree Planting in Sensitive Marine Clay Soils - 2017 Guidelines, confirmation of adequate soil volumes in accordance with the subject guidelines shall be provided by a Landscape Architect prior to zoning approval.</p> <p>All of the aforementioned are to the satisfaction of the General Manager, Planning, Development and Building Services Department.</p>	OTTAWA Planning Forestry
44.	LS2	<p>The Owner agrees that for all single detached, semi-detached and townhouse lots and blocks, a minimum of 1 tree per interior lot and 2 trees</p>	OTTAWA Planning

		<p>per exterior side yard lots (i.e. corner lots) shall be provided on the landscape plan(s).</p> <p>In areas of low/medium plasticity sensitive marine clay soils, the following exceptions in accordance with the Tree Planting in Sensitive Marine Clay Soils - 2017 Guidelines will apply in order to maximize the number of medium size trees:</p> <ul style="list-style-type: none"> a) Where abutting properties form a continuous greenspace between driveways, one medium size tree will be planted instead of two small size trees, provided the minimum soil volume can be achieved. In these cases only, for the purposes of determining the minimum number of trees to be planted, one medium size tree that replaces two small trees will be counted as two trees. b) The medium size tree should be planted as close as possible to the middle of this continuous greenspace (in the right-of-way) to maximize available soil volume. c) On larger lots with sufficient soil volume for a medium size tree, one medium size tree will be planted on each lot (or each side of a corner lot), even if the abutting properties form a continuous greenspace between driveways. <p>Along park frontages, the Landscape Plan shall locate trees at a 6-8 metre on-centre separation distance along the full extent of the road right-of-way abutting any park block(s).</p> <p>Should specific site constraints prevent the required allocation of trees, the remaining number of required trees shall be provided within any proposed park(s), open space or environmental blocks, non-residential road right-of-way frontages, stormwater management facility(s), or other suitable alternative locations, to the satisfaction of the General Manager, Planning, Development and Building Services Department.</p>	Forestry
45.	LS3	<p>In areas of sensitive marine clay soils where the six conditions of the Tree Planting in Sensitive Marine Clay Soils – 2017 Guidelines have been met, the following shall be provided:</p> <ul style="list-style-type: none"> a) The landscape plan shall include a note indicating that is has been developed as per the geotechnical report(s) (date, author), the letter (date, author), and Map (date, title), to the satisfaction of the General Manager, Planning, Development and Building Services Department. b) At the time of tree planting, in addition to providing an F1 inspection form, the Landscape Architect will provide a signed letter indicating that trees have been planted with appropriate soil volume in accordance with the approved Landscape Plan, to the satisfaction of the General Manager, Planning, Development and Building Services Department. 	OTTAWA Planning

		<u>Tree Conservation</u>	
46.	TC1	<p>[Urban area]</p> <p>The Owner acknowledges and agrees to abide by the Tree Protection By-law, 2020-340, and that any trees to be removed from the site shall be in accordance with an approved Tree Permit.</p> <p>The Owner agrees to implement the measures recommended in the supporting tree conservation report to ensure preservation of the trees identified for protection, in accordance with the City’s tree protection requirements listed within the Tree Protection By-law, 2020-340. All of which are to the satisfaction of the General Manager, Planning, Development and Building Services Department.</p>	OTTAWA Planning
47.	TC3	The Owner agrees to maintain the tree protection measures until construction is complete and/or the City has provided written permission to remove them.	OTTAWA Planning
		<u>Gateway Features</u>	
48.	GF1	<p>[Community or Primary Neighbourhood Gateway Features on public land]</p> <p>The Owner acknowledges and agrees that the proposed Primary Neighbourhood Gateway Features located at Street 1 and realigned Greenbank Road shall be designed, constructed and certified by a qualified professional and shall be in accordance with the City’s Design Guidelines for Development Application Gateway Features, applicable by-laws and policies.</p> <p>Prior to the earlier of registration or installation, the Owner shall deposit security to meet the on-going maintenance obligations of the Feature(s) by the Owner for a one-year period after the construction of the Feature. The security will not be reduced or released until the expiration of the one-year period and until the time a certification by a qualified professional confirming that the Feature is constructed in accordance with the Guidelines and approved plans and is in a good state of repair is provided. During the warranty period, the Owner shall be solely responsible for the on-going upkeep and maintenance of the Gateway Feature(s).</p> <p>The Owner shall, prior to registration, make a financial contribution (+HST) to the “Maintenance Fund” in accordance with the City’s Design Guidelines for Development Application Gateway Features.</p> <p>All of the aforementioned are to the satisfaction of the General Manager, Planning, Development and Building Services Department.</p>	OTTAWA Planning

Parks

49. P1 In accordance with the *Planning Act* and the City of Ottawa Parkland Dedication By-law, the Owner shall convey Block 175 (the “Park Block”) together with cash-in-lieu of parkland, if required, on the subject lands within Ward 3; such value of the land to be determined by the City's Realty Services Branch. The Applicant shall be responsible for any appraisal costs incurred by the City. It is expressly acknowledged and agreed by the Parties that if the conveyance of the Park Block on the Final Plan represents an under-dedication of parkland, the Owner will provide the cash-in-lieu in addition to the Park Block to compensate for such under-dedication as outlined below. All to the satisfaction of the General Manager, Recreation, Cultural and Facility Services Department.

OTTAWA Parks

50. P2 The Owner covenants and agrees that Block 175 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.

OTTAWA Parks

The Owner covenants and agrees that the estimated parkland dedication requirement has been based on the proposed residential use and calculated at a rate of one hectare per 600 units, to the satisfaction of the General Manager, Recreation, Cultural and Facility Services Department.

Based on the estimated number of 527 units for this subdivision, there is an estimated parkland dedication requirement of 8,783 square metres, as shown in the table below:

PRELIMINARY Parkland Dedication Calculations:			
Residential Units:			
Singles	98		
Executive Towns	285		
Avenue Towns	144		
		Dedication Rate	Parkland Required (hectares) Parkland Required (square metres)
Estimated Residential Unit Count:	527	1 / 600	
Parkland Dedication Required (ha):		0.8783	8,783

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 be subject to change. The Owner acknowledges and agrees that any additional parkland dedication that may be due will be required to be in the form of land conveyance on the Final Plan unless otherwise agreed to, in writing, by the General Manager, Recreation, Cultural and Facility Services Department.

		All of the aforementioned is to be to the satisfaction of the General Manager, Recreation, Cultural and Facility Services Department.	
51.		<p>The Owner shall be responsible for the construction and installation of the 'base park improvements' for the park blocks at their sole expense.</p> <p>Unless otherwise specified in writing by the General Manager, Recreation, Cultural and Facilities Services Department, the base park improvements will include the following:</p> <ul style="list-style-type: none"> a) demolition, removal and disposal of all existing materials, structures and foundations; b) grading (including cut and/or fill) where necessary to bring the Park Block to subdivision grade levels and to provide positive surface drainage across the Park Block, in accordance with the approved subdivision grading plan(s); c) topsoil supply and placement, minimum of 150 mm; d) perimeter fencing, to City standard, as identified in condition 40 (S6); e) services and utilities, as specified herein, to 2 metres inside the park block property line; f) street trees and other required landscaping along all public road allowances which abut future City owned parkland; and g) sidewalks along all public road allowances which abut future City owned parkland. 	OTTAWA Parks
52.	P3	<p>The Owner acknowledges and agrees to design and construct, at no cost to the City, the Park Block, identified as Block 175, in accordance with City specifications and standards.</p> <p>The Owner further agrees to prepare and submit for approval all park plans and documents required for the development of the Park Block as noted in the Park Development Manual, 2nd version, 2017 (and as amended). 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 City's fee guidelines for the provision of local services, as outlined in the Park Development Local Servicing Provisions, at the time of registration of each phase of development and shall be referred to as the "Park Development Budget".</p> <p>The Owner acknowledges and agrees that the design plans and documents as well as the final Park Development Budget shall be subject to approval by the City. The Owner acknowledges and agrees that the Park Development Budget does not include any preliminary and/or remedial work, as outlined herein, necessary to complete the base park improvements.</p>	OTTAWA Parks

		All to the satisfaction of the General Manager, Recreation, Cultural and Facility Services Department.	
53.	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 of that phase of subdivision in which the park is located, with the understanding that each park is located in the phase which most benefits the surrounding community.</p> <p>In the event that the park construction occurs more than two years after registration, the Owner agrees that the Park Development Budget shall be based on the rate as outlined in the Park Development Local Servicing Provisions in effect at the time of the commencement of the park construction.</p> <p>All to the satisfaction of the General Manager, Recreation, Cultural and Facility Services Department.</p>	OTTAWA Parks
54.	P5	<p>The Owner acknowledges and agrees that no stormwater management facilities, overland storm water flow routes, and/or encumbrances of any kind, such as retaining walls, utility lines or easements of any kind shall be located on, under, or in front of, dedicated Park Block(s).</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, outside of the Park Development Budget.</p> <p>All to the satisfaction of the General Manager, Recreation, Cultural and Facility Services Department.</p>	OTTAWA Parks
55.	P6	<p>The Owner acknowledges and agrees that any encumbrances which are not solely for the benefit of the park, such as retaining walls, utility lines, underground structures, natural systems lands, wildlife and vegetation buffers, and/or easements of any kind on lands, or portion thereof encumbering the 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
56.	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 park uses 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>	OTTAWA Parks

		All of the aforementioned are to the satisfaction of the General Manager, Recreation, Cultural and Facility Services Department.	
57.	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 and the General Manager, Public Works Department (Forestry Operations), the Owner may remove vegetation, trees and topsoil from the Park Block to facilitate rough grading of the area. The Owner agrees that the Owner may stockpile the topsoil either on or off the park(s).</p> <p>If the removal and/or stockpiling of the native topsoil from the Park Block is required, the Owner agrees to provide replacement topsoil, at their own cost and in addition to the Park Development Budget, at a sufficient depth and quality for parkland as per City Standards. All work shall proceed in accordance with the applicable by-laws and regulations and shall be to the satisfaction of the General Manager, Planning, Development and Building Services Department.</p>	OTTAWA Parks
58.	P9	<p>The Parties acknowledge and agree that in the event that the Owner designs and constructs the Park Block under the Developer-Build park process, 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 current, at time of construction, excess soils regulation(s), as amended.</p> <p>The Owner acknowledges and agrees that contaminated soils shall not be stockpiled on Park Block. The Owner further agrees to provide to the City documentation of the source and quality of the soils temporarily stored on the Park Block.</p> <p>The Owner acknowledges and agrees that in the event that the Owner chooses to use the Park Block for stockpiling and/or staging, once this use of the Park Block is completed, all materials will be removed from the Park Block and a geotechnical report by a qualified and licensed in the Province of Ontario engineer or geoscientist will be submitted to the City prior to any further park construction activities proceeding on the Park Block. The geotechnical report shall confirm that the subgrade is suitable for its intended use and that no contaminants have been deposited on the Park Block. The geotechnical report must indicate the level of soil compaction across the site and that the soils conform to City Standards. All to the satisfaction of the General Manager, Planning, Development and Building Services Department and the General Manager, Infrastructure & Water Services Department.</p>	OTTAWA Parks

		The Owner agrees that any remediation required to the Park Block as result of the Owner's use of the Park Block will be at the Owner's expense and will be in addition to the Park Development Budget and such remediation work shall be completed to the satisfaction of the General Manager, Planning, Development and Building Services Department, the General Manager, Recreation, Cultural & Facility Services Department, and the General Manager, Infrastructure & Water Services Department.	
59.	P11	<p>The Owner acknowledges and agrees that it is the responsibility of the Owner to rough grade the Park Block where necessary to meet subdivision grades. If fill is required, clean earth borrow shall be used and will be compacted and leveled within the Park Block accordingly. Positive surface drainage is to be provided, as per City Standards and as per the approved subdivision grading plan, all at the expense of the Owner and outside of the Park Development Budget.</p> <p>The Owner acknowledges and agrees that any fill imported to the Park Block must be conducted in accordance with the current at time of construction on-site and excess soils regulation(s). 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 on-site and excess soils regulation(s). 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(s).</p> <p>Copies of all records related to all soils imported to the Park Block 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>Records demonstrating the fill compaction method(s) and resulting compaction levels shall be provided to the City. Compaction sample locations shall be distributed across the site and shall be representative of the fill works within the Park Block.</p> <p>All work shall proceed in accordance with the applicable by-laws and regulations and according to the current (at time of work) approved City details and specifications. The cost of these works shall be in addition to the Park Development Budget.</p> <p>All to the satisfaction of the General Manager, Planning, Development and Building Services Department.</p>	OTTAWA Parks
60.		The Parties acknowledge and agree that the Owner will provide suitable fill and rough grade a maximum 5% slope grading transition from the north edge of the Park Block and onto the City-owned lands to the north, as per	OTTAWA Parks

		the approved subdivision grading plan. The Owner further acknowledges and agrees to coordinate and obtain all necessary approvals and/or permits from the conservation authority required to complete the works.	
61.		<p>The Owner acknowledges and agrees that, in the event that the Owner designs and constructs the Park Block under the Developer-Build park process, it is the responsibility of the Owner to undertake the final grading of the Park Block as per the approved park construction drawings. The final grading, including topsoil spreading, will be covered by the Park Development Budget to a maximum of 10% of the park construction cost (not including contingency). Additional grading beyond the maximum specified above will be at the Owner's expense, outside the Park Development Budget.</p> <p>All works and design drawings are subject to the approval of the General Manager, Recreation, Cultural & Facility Services Department and the General Manager, Planning, Development and Building Services Department.</p>	OTTAWA Parks
62.	P12	<p>The Owner acknowledges and agrees that unless otherwise specified in writing by the General Manager, Recreation, Cultural & Facility Services Department, the Owner shall provide the following services and utilities to all Park Blocks:</p> <ul style="list-style-type: none"> a) A 300mm diameter storm sewer and CB/MH at 2m inside the park property line. b) A 50mm diameter water line complete with standpost at 2m inside the park property line. A city standard park water vault chamber, standard detail W31.1 latest version, must also be installed as part of parks water works. The park water vault will be funded from the park budget. Co-ordination of all park water works including water vault and meter installation is an Owner responsibility. c) 150mm diameter sanitary sewer and MH at 2m inside the park property line. d) A 120/240 volt, 200 amperes single phase hydro service at 2m inside the park property line. The Owner is responsible for making all arrangements and coordinating the connection of the new hydro (electrical) service, including costs and inspections, with the respective hydro (electricity) agencies. The Owner is also responsible to ensure the park electricity service(s) is included on the approved CUP drawings. 	OTTAWA Planning Parks
63.	P13	The Owner shall install fencing of uniform appearance and quality, with a minimum height of five feet (5') (1.5 metres) along the common boundary of all residential lots and other lots which abut the Park Block. Fences shall be installed 0.15m on the park property side of the common property line, and	OTTAWA Parks

		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, as amended or superceded. 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.	
64.	P14	No access from private property to passive public property will be allowed. The Owner shall place the following clause in each Agreement of Purchase and Sale and shall be registered as a notice on title in respect of all Lots and Blocks: "The Transferee for himself, his heirs, executors, administrators, successors and assigns acknowledges being advised that gates accessing public property are not permitted in the fences."	OTTAWA Parks
65.	P16	The Owner shall include a clause in each Agreement of Purchase and Sale and shall be registered as a notice on title in respect of all Lots and Blocks which shall provide notification to all purchasers of lands within the Subdivision that parkland within this subdivision and/or already existing in the vicinity of the subdivision may, at any time present or in the future, have: a) active hard surface and soft surface recreational facilities b) active lighted sports fields and other lit amenities c) recreation and leisure facilities d) multi-use pathways e) potential community centre f) library g) day care h) other potential public buildings/facilities/amenities.	OTTAWA Parks
66.	P17	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.	OTTAWA Parks
67.	P18	The Owner acknowledges and agrees that, following registration of this agreement, all Park Blocks will be transferred to the City, unencumbered and at no cost 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 Park 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.	OTTAWA Parks
68.	P20	Prior to the acceptance of a woodland Park Block, Park Block, or Open Space Block with wooded area(s), the Owner agrees to remove any dead,	OTTAWA Parks

		<p>dying or fallen trees and debris from with 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. The Owner acknowledges and agrees that all removals/clean up shall follow best forestry practises. All to the satisfaction of the General Manager, Public Works Department (Forestry Operations).</p>	
69.	P21	<p>The Owner acknowledges and agrees to erect on the Park Block, at the Owner's sole expense and outside of the Park Development Budget, at a location selected by the General Manager, Recreation, Cultural & Facility Services, a professionally painted sign. Sign material, size and installation and construction details shall be to the satisfaction of the General Manager, Planning, Development & Buildings Department. The sign 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 sign (including graffiti) and such sign shall be removed only with the approval of the General Manager, Recreation, Cultural & Facility Services.</p>	OTTAWA Parks
70.	P22	<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) a certificate of insurance that names the City of Ottawa as Additional Insured, and b) a letter of credit which covers the full amount of the park construction cost to ensure the work is completed. <p>Upon the City's receipt of the above, the Owner will hereby be granted consent to enter at no cost to complete the work within the Park Block. All is to the satisfaction of the General Manager of Recreation Culture & Facility Services.</p>	OTTAWA Parks
71.	P23	<p>The Owner acknowledges and agrees that no work within the road right-of-way ("ROW"), in front of or around any boundary of the Park Block will be a park cost and will not be included in the Park Development Budget. All ROW</p>	OTTAWA Parks

		<p>work including, tree planting, topsoil, sod, and all hard surface work will be at the Owner's expense.</p> <p>Where a park plaza or landscape feature extends into the ROW as a continual element of the park development, this work may be considered park work at the discretion of the General Manager, Recreation, Cultural & Facility Services.</p>	
72.		<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, installation, maintenance, and warranty of those trees shall be at the Owner's expense and shall not be included in the Park Development Budget.</p>	OTTAWA Parks
73.		<p>The Owner acknowledges and agrees that the total consulting costs, including all prime consulting, sub-consulting and testing fees, for the design and development of the Park Block shall not exceed the percentage of the park construction cost, as recommended by type of project, as suggested in the <i>Ontario Association of Landscape Architects Fee Guide for Landscape Architectural Services</i>, current version (at time of subdivision registration) and shall be to the satisfaction of the General Manager, Recreation, Cultural & Facility Services.</p> <p>The Owner further acknowledges and agrees that the park development falls into Category "2" and a level of Complexity between "Standard" and "Skilled" as defined in the above-noted Fee Guide.</p>	OTTAWA Parks
74.	P24	<p>The Owner and the General Manager of Recreation, Culture and Facility Services may, if it is mutually beneficial to both Parties, enter into an agreement whereby the Owner will provide funding (+HST) to the City for the design and the construction of the Park Block(s). The City will proceed to design and construct the park as per the typical City-build park process as described in the Parks Development Manual, 2nd edition (2017), as amended.</p> <p>The Owner acknowledges and agrees that if such an agreement is reached, the City may need to hire another consultant other than that which has been used during the subdivision approval process due to the Conflict of Interest provisions in Section 42 of the Procurement By-law, as follows:</p> <p>42. CONFLICT OF INTEREST (1) No person shall provide Consulting Services or Professional Services to both the City and a private sector developer on the same or related project. (2008-332)</p>	OTTAWA Parks

	<p>The timing of the park construction will be at the discretion of the City. 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; 13% HST shall be applied 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 base park improvements, 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 property line will remain a subdivision cost to be covered by the Owner separate from the Park Development Budget.</p> <p>All to the satisfaction of the General Manager, Recreation, Cultural and Facility Services Department.</p>	
75.	<p>The Owner acknowledges and agrees that in the event that the Parties agree that the City will design and construct the Park Block under the City-Built park development process, the Owner may not use any portion of the Park Block shown on the Draft Plan for parking, storage of equipment and vehicles, nor for the stockpiling or staging of any materials, including granular or topsoil, or for disposal of snow or any other material, nor for any access or travel routes. If the Owner disturbs the Park Block, it must be reinstated to the satisfaction of the General Manager, Recreation, Cultural and Facility Services Department.</p> <p>The Owner further acknowledges and agrees to complete the base park improvements, install temporary fencing around the perimeter of the Park Block, and to submit an as-built survey; all prior to base course asphalt being installed on any of the roads abutting the Park Block. The Owner shall maintain the fencing in good order.</p> <p>All to the satisfaction of the General Manager, Recreation, Cultural & Facility Services.</p>	OTTAWA Parks
76.	<p>The Owner acknowledges and agrees that the civil engineering design for this development (Minto Communities’ Riversbend (3432 Greenbank Road)) development will ensure that major overland flow is contained within the property boundary of the Minto lands. Stormwater runoff for storm events up to and including the 1:100-year return period will be managed within the Minto subdivision and will not enter, nor encumber in any way, the City-owned lands to the north (know as the Jock River District Park lands).</p>	OTTAWA Parks
	<u>Environmental Constraints</u>	

77.	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, Real Estate and Economic Development Department.	OTTAWA Planning
78.	EC3	The Owner acknowledges and agrees that the construction of the subdivision shall be in accordance with the recommendations of (specify report i.e. Environmental Impact Statement, author, version, date): <ul style="list-style-type: none"> • Environmental Impact Statement and all addendums, by McKinley Environmental, dated April 19, 2024 • Ecological Restoration Plan, by McKinley Environmental, dated March 28, 2024 	OTTAWA Planning CA
79.	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
80.	EC5	The Owner acknowledges that the Drainage Feature 'C is 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
81.	EC6	The Owner agrees to establish a 30 metre "No Development" setback from the watercourse, described as a Block or a Part on a legal plan, to the satisfaction of the General Manager, Planning, Real Estate and Economic Development Department. The planned Cut and Fill works and Ecological Restoration Activities within the 30-metre setback will be subject to the approval of the Rideau Valley Conservation Authority. The final approved plan of subdivision shall clearly show this setback, which shall also be incorporated into the Zoning By-law provisions and shall be identified in all agreements of purchase and sale for Lots 73 to 87 inclusive.	OTTAWA Planning CA
82.	EC7	The Owner shall erect protective fencing and sediment and erosion control measures along the setback perimeter of the (specify watercourse) prior to any site preparation works within the Subdivision to ensure no disturbance	OTTAWA Planning CA

		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.	
83.	EC8	The Owner acknowledges that any proposed works on or adjacent to the remnant portion of Drainage Feature 'C' 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
84.	EC11	The Owner shall convey, at no cost to the City, the following lands: Blocks 98 and 134 comprising the future flood plain area / natural area feature and the associated setback. Final configuration of the Blocks shall be to the satisfaction of the General Manager, Planning, Real Estate and Economic Development Department. These lands shall not be credited towards determining parkland dedication requirements.	OTTAWA Planning CA
		<u>Record of Site Condition / Contaminated Soil</u>	
85.	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 the site will be suitable for the proposed use in accordance with O.Reg. 153/04.	OTTAWA Planning BCS
		<u>Solid Waste Disposal Site</u>	
86.		The Owner shall be required to submit an Impact Assessment Study – Waste Disposal Sites to demonstrate that the Trail Road Landfill shall not have any unacceptable adverse effects on the proposed development and will not pose any risks to human health and safety the satisfaction of the General Manager, Planning, Development and Building Services Department.	OTTAWA Planning
87.		The Owner acknowledges and agrees that all properties within 3km of the Trail Road Landfill shall include a notice of title advising the property owners of the operating waste disposal site which may be subject to noise, dust, odours and/or haul route, to the satisfaction of the General Manager, Planning, Development and Building Services Department.	OTTAWA Planning
		<u>Schools</u>	

88.		<p>The Owner shall include in all Agreements of Purchase and Sale the following clause:</p> <p>Prospective purchasers are informed that school accommodation pressures exist in the Ottawa-Carleton District School Board schools designated to serve this development which are currently being addressed by the utilization of portable classrooms and/or by directing students to schools outside their community.</p>	OCDSB
		<u>Archaeology</u>	
89.	ARC1	<p>Where the Owner is required to undertake an archaeological assessment:</p> <ul style="list-style-type: none"> i. The Owner acknowledges having been required to retain a licensed consultant archaeologist to undertake an archaeological assessment of the entire property, including 1:10,000 scale mapping, "Archaeological Site Record" and report(s); ii. The Owner agrees to implement the recommendations of the approved assessment, including mitigation, through preservation or removal and documentation of archaeological resources; and iii. The Owner agrees that no site works shall take place until any archaeological resource conservation concerns have been addressed. <p>All of the above noted conditions shall be to the satisfaction of the Ministry of Tourism and Culture and the General Manager, Planning, Real Estate and Economic Development Department.</p>	<p>OTTAWA Planning MTCS</p> <p>(Ministry provides written clearance to the City prior to registration, usually at the request of the applicant.)</p>
		<u>Sump Pumps</u>	
90.	SP1	<p>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, Real Estate and Economic Development.</p>	OTTAWA Planning
91.	SP2	<p>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.,</p>	OTTAWA Planning

		<p>spring melt, high intensity storm events), and estimated rate of groundwater ingress for both long-term and transient conditions.</p> <p>This assessment shall be used to support the setting of the underside of footing (USF) elevations for proposed residences in the affected area.</p>	
92.	SP3	<p>The Owner acknowledges to install a complete sump pump system which conforms to the City of Ottawa Sewer Design Guidelines, to the satisfaction of the General Manager, Planning, Real Estate and Economic Development. The Owner acknowledges and agrees this will include but not be limited to:</p> <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
93.	SP4	<p>The Owner acknowledges and agrees the costs for the sump pump systems including back- up system and installation are the responsibility of the owner while the costs for the maintenance and operation of the system (including back up) and eaves trough discharge will be the responsibility of the homeowner. These conditions will be included, as part of the planning approval and notice will be required within the purchase and sale agreement, as well as registered on title.</p>	OTTAWA Planning
94.	SP5	<p>The Owner acknowledges and agrees that in addition to the main sump pump, a back-up system will be required with minimum capacity and continuous hours of operation as will be specified in the City of Ottawa Sewer Design Guidelines.</p>	OTTAWA Planning
95.	SP6	<p>The Owner acknowledges and agrees only the perimeter foundation drainage system will be connected to the sump pit and agrees the sump pump system shall discharge to the storm sewer.</p>	OTTAWA Planning
96.	SP7	<p>The Owner acknowledges and agrees if the use of sump pump systems was not identified in a Master Servicing Study, there will be a requirement to update or amend said report. For new developments, the MSS is to identify the need for sump pump systems where these are required.</p>	OTTAWA Planning
97.	SP8	<p>The Owner acknowledges and agrees all grading plans are to clearly indicate each individual home where a sump pump system is required.</p>	OTTAWA Planning
98.	SP9	<p>The Owner acknowledges and agrees to include statements in all offers of purchase and sale agreements for all lots, and register separately against the title wording acceptable to the satisfaction of the General Manager, Planning, Real Estate and Economic Development, advising the home is</p>	OTTAWA Planning

		equipped with a sump pump and advising guidelines for its use and maintenance.	
99.	SP10	The Owner acknowledges and agrees that all sump pump systems including back-up system must be inspected and maintained regularly in accordance with the manufacturer's recommendations. The Owner covenants and agrees that it will advise all prospective lot purchasers of the sump pump systems and back-up system in the agreement of purchase and sale, and shall be registered as a notice on title in respect of all Lots and Blocks.	OTTAWA Planning
		<u>Stormwater Management</u>	
100.	SW1	<p>The Owner shall provide any and all stormwater reports (list of reports, for example, a Stormwater Site Management Plan in accordance with a Conceptual Stormwater Site Management Plan) 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, Real Estate and Economic Development Department.</p>	OTTAWA Planning CA
101.	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, Real Estate and Economic Development Department, and iv. provide certification through a Professional Engineer licensed in the province of Ontario that the plans have been implemented. <p>(b) All submissions and any changes made to the Plan shall be submitted to the satisfaction to the City and the Rideau Valley Conservation Authority.</p>	OTTAWA Planning CA

		(c) The Owner shall implement an inspection and monitoring plan to maintain erosion control measures.	
102.	SW3	On completion of all stormwater works, the Owner agrees to provide certification to the General Manager, Planning, Real Estate and Economic Development Department through a Professional Engineer, licensed in the province of Ontario, that all measures have been implemented in conformity with the approved Stormwater Site Management Plan.	OTTAWA Planning
103.	SW4	The Owner shall maintain and implement a monitoring/implementation program for the ultimate stormwater management pond in accordance with the recommendations of the (name of report), and the Environmental Compliance Approval(s), until such time as the stormwater management pond has been given Final Acceptance and has been assumed by the City. The Owner acknowledges and agrees that the City shall not assume the stormwater management pond until a minimum of 80% of the tributary area of the pond is constructed and occupied, or at an earlier agreed upon date. The Owner acknowledges that the City shall hold a portion of the letter of credit, for the construction of the pond, for the purpose of ensuring maintenance and monitoring is completed in accordance with the approved Plan, and in accordance with the Ministry of the Environment's Environmental Compliance Approval(s). All of aforementioned are to the satisfaction of the General Manager, Planning, Real Estate and Economic Development Department.	OTTAWA Planning
104.	SW5	The Owner agrees to design and construct, as part of the stormwater management infrastructure, at no cost to the City, a monitoring facility or facilities (if required) and vehicular access to the satisfaction of the City.	OTTAWA Planning
105.	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
106.	SW7	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: "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	OTTAWA Legal

		approval of the General Manager, Planning, Real Estate and Economic Development Department of the City of Ottawa prior to undertaking any grading alterations.”	
107.	SW8	Where the Owner is required under this Agreement to provide the oversize and/or over-depth storm sewers or open drains in order to make provisions for later development of upstream lands not owned by the Owner herein, as referred to in the approved plans, the City will, insofar as it legally may, require that payment shall be made by the Owner of such upstream undeveloped land which will utilize the said storm sewers as an outlet(s), prior to registration. The amount of payment shall be determined by the General Manager, Planning, Real Estate and Economic Development Department.	
		<u>Sanitary Services</u>	
108.	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, Real Estate and Economic Development Department.	OTTAWA Planning
109.	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>	
110.	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

111.	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
112.	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, Real Estate and Economic Development Department.	OTTAWA Planning
113.	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
114.	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
115.	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, Real Estate and Economic Development Department.	OTTAWA Planning
		<u>Serviced Lands</u>	
116.	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, Real Estate and Economic Development 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; 	OTTAWA Planning

		<ul style="list-style-type: none"> g. Landscaping; h. Street name, municipal numbering, and traffic signs; i. Stormwater management facilities; and j. Grade Control and Drainage. 	
117.	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
118.	SL3	The Owner agrees to provide services oversized and over depth to service lands beyond the limits of the subdivision as required and to the satisfaction of the General Manager, Planning, Real Estate and Economic Development Department.	OTTAWA Planning
119.	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, Real Estate and Economic Development Department.	OTTAWA Planning
		<u>Utilities</u>	
120.	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
121.	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, Real Estate and Economic Development Department.	OTTAWA Planning
122.		The Owner is advised that there are medium voltage overhead lines along the East side of the property.	Hydro Ottawa

	<p>a. The Owner is advised that permanent structures located within the "restricted zone" surrounding overhead lines are prohibited. This zone is defined by Hydro Ottawa's standard OLS0002 "Overhead High Voltage Clearances to Adjacent Building", which can be found at https://hydroottawa.com/accounts-services/accounts/contractors-developers/clearances. This standard complies with the requirements of the Ministry of Labour's Occupational Health & Safety Act, the Ontario Building Code, and the Ontario Electrical Safety Code. Permanent structures include buildings, signs (even lit signs when open for maintenance), antennas, pools, and fences.</p> <p>b. The Owner shall ensure that any landscaping or surface finishing does not encroach into existing or proposed Hydro Ottawa overhead or underground assets or easement. When proposing to plant trees in proximity of existing power lines, the Owner shall refer to Hydro Ottawa's free publication "Tree Planting Advice" which can be found at https://hydroottawa.com/en/outages-safety/safety-outside-home/planting-trees . 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.</p> <p>c. Should any activity, such as tree trimming or working on the sides of a building, be anticipated within three meters (3m) of Hydro Ottawa's overhead lines, contact Hydro Ottawa to discuss arrangements before any activity is undertaken. In line with the Ministry of Labour's Occupational Health & Safety Act, only a Hydro Ottawa employee or Hydro Ottawa approved contractor can work in proximity of these lines. Hydro Ottawa requests to be included in all future circulations concerning this proposal.</p>	
123.	<p>The Owner is advised that there is medium voltage underground infrastructure located at the South West side of the property along Brassy Minnow Cres.</p> <p>a. The Owner shall arrange for an underground electricity cable locate by contacting Ontario One Call at 1-800-400-2255, not less than seven (7) working days prior to excavating. There shall be no mechanical excavation within one and a half meters (1.5m) of any Hydro Ottawa underground plant unless the exact position of plant is determined by hand digging methods. Direct supervision by Hydro Ottawa forces, and protection or support of the underground assets shall be at the Owner's expense.</p> <p>b. The Owner shall ensure crossing of Hydro Ottawa underground assets is carried out per Hydro Ottawa's engineering specification UDS0013,</p>	Hydro Ottawa

		<p>"Temporary and Permanent Support of Hydro Ottawa Duct Banks when Undercut by An Excavation" which can be found at https://hydroottawa.com/accounts-services/accounts/contractors-developers/commercial-design-specifications. The adoption of this specification does not relieve the Owner in any way for damage made to Hydro Ottawa plant.</p> <p>c. The Owner shall not use steel curb and sidewalk form support pins in the vicinity of Hydro Ottawa underground plant for electrical safety.</p> <p>d. If the change in grade is more than three tenths of a meter (0.3m) in the vicinity of proposed or existing electric utility equipment. Hydro Ottawa requests to be consulted to prevent damages to its equipment.</p>	
124.		<p>Prior to the commencement of any excavation, the Owner shall arrange for an underground cable locate by contacting Ontario One Call at 1-800-400-2255, not less than seven (7) working days prior to excavating. There shall be no mechanical excavation within one and a half meters (1.5m) of any Hydro Ottawa underground plant unless the exact position of plant is determined by hand digging methods. The Owner shall contact Hydro Ottawa and expose existing duct banks and/or cable chambers. Hydro Ottawa will have the existing duct bank and manholes inspected to record existing condition. Once piling and shoring is completed, Hydro Ottawa will re-inspect the underground plant for any damages. The Owner shall inform Hydro Ottawa of any acute shock construction process or rubblization to be used during construction, and apply Hydro Ottawa's work procedure UDS0022 ""Protecting Electrical Distribution Plant & Support Structures from Vibrations Caused by Construction Activity"".</p>	Hydro Ottawa
125.		<p>The Applicant shall contact Hydro Ottawa to arrange for disconnecting the service from the distribution system and removal of all Hydro Ottawa assets at least ten (10) business days prior to demolition/removal of the serviced structure.</p>	Hydro Ottawa
126.	H1	<p>The Owner shall pre-consult with Hydro Ottawa for any proposed reduction to the City of Ottawa three-metre minimum standard setback prior to designing the electrical servicing, as it may affect the electrical servicing design, timeline for installation and cost; this includes any proposed overhang encroachment into the 3m-setback space.</p>	Hydro Ottawa
127.	H2	<p>The Owner may be required to enter into an Electrical Servicing Agreement with Hydro Ottawa Limited, to the satisfaction of Hydro Ottawa.</p>	Hydro Ottawa
128.	H3	<p>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</p>	Hydro Ottawa

		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.	
129.	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
130.	H5	The Owner shall be responsible for servicing the buildings within the property. Only one service entrance per property shall be permitted.	Hydro Ottawa
131.		Hydro Ottawa advises that all underground work to service a subdivision be coordinated together and that at least 14 weeks are needed from receipt of the Owner's deposit to start the material purchase and scheduling.	Hydro Ottawa
132.		The Owner shall apply Hydro Ottawa's standards and City approved road cross-section standards for public roads. Hydro Ottawa requests to be consulted before completing the composite utility plan where any four party trench is proposed.	Hydro Ottawa
133.		The Applicant has the obligation to ensure that power quality problems, either steady state or transient, do not arise on the distribution system per Hydro Ottawa's Conditions of Service Section 2.3.2 "Power Quality." If a power quality problem arises on the distribution system that originates from the Owner's property, the Owner shall be responsible for rectification to Hydro Ottawa's satisfaction.	Hydro Ottawa
134.	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
135.	H10	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	Hydro Ottawa

	<p>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>	
136.	The Owner shall agree in the Subdivision Agreement to (a) permit all CRTC-licensed telecommunications companies intending to serve the Subdivision (“Rogers Communications Canada Inc.”) to install their facilities within the Subdivision, and (b) provide joint trenches for such purpose.	Rogers
137.	The Owner shall agree in the Subdivision Agreement to grant, at its own cost, all easements required by the Communications Service Providers to serve the Subdivision, and will cause the registration of all such easements on title to the property.	Rogers
138.	The Owner shall agree in the Subdivision Agreement to coordinate construction activities with the Communications Service Providers and other utilities, and prepare an overall composite utility plan that shows the locations of all utility infrastructure for the Subdivision, as well as the timing and phasing of installation.	Rogers
139.	The Owner shall agree in the Subdivision Agreement that, if the Owner requires any existing Rogers facilities to be relocated, the Owner shall be responsible for the relocation of such facilities and provide where applicable, an easement to Rogers to accommodate the relocated facilities.	Rogers
140.	The Owner shall contact Enbridge Gas Inc.’s Customer Connections	Enbridge

		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.	
141.		The Owner acknowledges and agrees that 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 phase construction, all costs are the responsibility of the Owner.	Enbridge
142.		The Owner acknowledges and agrees to convey any easement(s) as deemed necessary by Bell Canada to service this new development. The Owner further agrees and acknowledges to convey such easements at no cost to Bell Canada.	Bell
143.		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
144.		The Owner will consult with Canada Post to determine suitable permanent locations for the Community Mail Boxes. The developer will then indicate these locations on the appropriate servicing plans.	Canada Post
145.		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.	Canada Post
146.		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
147.		The Owner will provide a suitable and safe temporary site for a Community Mail Box until curbs, sidewalks and final grading are completed at the permanent Community Mail Box locations. Canada Post will provide mail delivery to new residents as soon as the homes are occupied.	Canada Post
148.		The Owner agrees to provide the following for each Community Mail Box site and to include these requirements on the appropriate servicing plans: - Any required walkway across the boulevard, per municipal standards - Any required curb depressions for wheelchair access, with an opening of	Canada Post

		at least two meters (consult Canada Post for detailed specifications)	
		<u>Fire Services</u>	
149.	FUS1	The Owner acknowledges and agrees that if two-hour firewalls, active fire protection measures such as sprinkler systems, and/or minimum building separations are required to comply with the FUS calculation as per the City Design Guidelines for water distribution systems, the Owner shall note any such requirements on the grading plan. The Owner shall, prior to registration, provide certified plans demonstrating the locations of such oversized services and/or oversized plumbing to compensate for low peak hour pressures in the local water distribution system. All are to the satisfaction of the General Manager of Planning, Real Estate and Economic Development Department.	OTTAWA Planning
150.	FUS2	The Owner acknowledges and agrees that measures which include, but are not limited to, active fire protection measures such as sprinkler systems, two-hour firewalls that compartmentalize the structure into separate fire areas, and oversized services and/or oversized plumbing shall require the posting of securities to guarantee their installation, prior to registration. The securities will be released upon receiving a letter signed and sealed by a Professional Engineer licensed in the Province of Ontario certifying that construction was carried out in accordance with the approved drawing(s)/plan(s). All are to the satisfaction of the General Manager of Planning, Real Estate and Economic Development Department.	OTTAWA Planning
151.	FUS3	The Owner shall insert a clause in each agreement of purchase and sale and shall be registered as a notice on title in respect of all Lots and Blocks wherein the dwelling contains, or intends to contain, a sprinkler system as follows: "Purchasers are advised that they must maintain the sprinkler system in working order to the satisfaction of the City's Fire Department. The Purchaser agrees to include this clause in any future purchase and sale agreements."	OTTAWA Planning
152.	FUS4	The Owner acknowledges and agrees that it shall, in the case of insufficient fire flow availability or excessive water age and loss of water disinfectant residual, provide active fire protection options such as sprinkler systems, two-hour firewalls or fire breaks that compartmentalize the structures into separate fire areas, as may be required, to limit the sizing of crescent, dead-end, and other distribution mains to a nominal size of no more that 200mm. All are to be determined by and to the satisfaction of the General Manager of Planning, Real Estate and Economic Development Department.	OTTAWA Planning

		<u>Noise Attenuation</u>	
153.	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, Real Estate and Economic Development Department. The Study shall comply with:</p> <ul style="list-style-type: none"> i. the City of Ottawa’s Environmental Noise Control Guidelines, as amended; and ii. address, and be in accordance with, the current version of the Association of Professional Engineers of Ontario Guidelines for Professional Engineers providing Acoustical Engineering Services in Land Use Planning. <p>The study 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
154.	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, Real Estate and Economic Development Department, through a Professional Engineer, that the noise control measures have been implemented in accordance with the approved study.	OTTAWA Planning
155.	N4	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. An updated Noise Assessment shall be required prior to registration to confirm which of the clauses are required for specific Lots and Blocks to the satisfaction of the General Manager, Planning, Development and Building Department.	OTTAWA Planning Legal
		Warning Clause Type A: "Transferees are advised that sound levels due to increasing (road) (Transitway) (rail) (air) 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."	
		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) (Transitway) (rail) (air) traffic may on occasions interfere with some activities of the dwelling occupants as the sound levels exceed the City's and the Ministry of the Environment's noise criteria."	
	<p>Warning Clause Type C:</p> <p>"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</p> <p>"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>	
	<p>Warning Clause Type E</p> <p>"Purchasers/Tenants are advised that due to the proximity of the adjacent industry (facility) (utility), sound levels from the industry (facility) (utility) may at times be audible."</p>	
	<p>Warning Clause Type F</p> <p>"The Transferee for himself, his heirs, executors, administrators, successors and assigns acknowledges being advised that the property/dwelling unit is located in a noise sensitive area due to its proximity to railway facilities and that noise, due to rail operations may interfere year round with some indoor activities and with outdoor activities, particularly during the summer months. The Transferee for himself, his heirs, executors, administrators, successors and assigns also acknowledges being advised that the railway operates 24 hours a day, which may affect the living environment of the residents of the property/area. The Transferee further acknowledges that the Canadian National Railway Company and the City of Ottawa are not responsible if the Transferee for himself, his heirs, executors, administrators, successor and assigns, finds that the noise levels due to rail operations, continue to be a concern or are offensive."</p>	
	Warning Clause Type G	

		<p>“The Transferee for himself, his heirs, executors, administrators, successors and assigns acknowledges being advised that the property/dwelling unit is located in a noise and vibration sensitive area due to its proximity to railway facilities and that noise and/or vibration, due to rail operations may interfere year round with some indoor activities and with outdoor activities, particularly during the summer months. The Transferee for himself, his heirs, executors, administrators, successors and assigns also acknowledges being advised that the railway operates 24 hours a day, which may affect the living environment of the residents of the property/area. The Transferee further acknowledges that the Canadian National Railway Company and the City of Ottawa are not responsible if the Transferee for himself, his heirs, executors, administrators, successors and assigns, finds that the noise and/or vibration due to rail operations, continue to be of concern or are offensive.”</p>	
		<u>Land Transfers</u>	
156.	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 – ii. Open Space Blocks – 98, 174 iii. Watercourses (buffer strips/riparian corridors) - iv. Park Blocks – 175 v. Storm Water Management Blocks – 173 vi. Road Widening Blocks – vii. 0.3 m Reserve Blocks – viii. Daylighting Triangles – ix. Transit Corridors – x. Wetlands – 	OTTAWA Planning Legal
157.	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
		<u>Blasting</u>	
158.	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</p>	OTTAWA Planning

		<p>where explosives are to be used. The standard inspection procedure shall include the provision of an explanatory letter to the owner or occupant and owner with a formal request for permission to carry out an inspection.</p> <p>The Owner agree to provide a Notification Letter in compliance with City specification F-1201. Specification indicates that a minimum of 15 Business days prior to blasting the Contractor shall provide written notice to all owner(s) and tenants of buildings or facilities within a minimum of 150m of the blasting location. The Owner agrees to submit a copy of the Notification Letter to the City.</p>	
		<u>Development Charges By-law</u>	
159.	DC2	<p>The Owner shall inform the purchaser after registration of each lot or block of the development charges that have been paid or which are still applicable to the lot or block. The applicable development charges shall be as stated as of the time of the conveyance of the relevant lot or block and the statement shall be provided at the time of the conveyance. The statement of the Owner of the applicable development charges shall also contain the statement that the development charges are subject to changes in accordance with the <i>Development Charges Act, 1997</i> and the <i>Education Development Charges Act</i>.</p>	OTTAWA Planning Legal
160.	DC3	<p>The Owner acknowledges and agrees to enter into any front-ending agreements with the City of Ottawa for (specify the works) that are anticipated to be required in advance of the time as approved by Council. The City shall repay the Owner for the cost of works as noted herein in accordance with the approved Front-Ending Policy of the City's Development Charge By-law, and subject to budget approval of the required expenditure by City Council in the year in which it is approved.</p>	OTTAWA Planning Legal
161.	DC4	<p>The Owner acknowledges that for building permits issued after January 15, 2010, payment of non-residential development charges, excluding development charges for institutional developments, may be calculated in two installments at the option of the Owner, such option to be exercised by the Owner at the time of the application for the building permit. The non-discounted portion of the development charge shall be paid at the time of issuance of the building permit and the discounted portion of the development charge shall be payable a maximum of two years from the date of issuance of the initial building permit subject to the following conditions:</p> <ul style="list-style-type: none"> a) a written acknowledgement from the Owner of the obligation to pay the discounted portion of the development charges; b) no reduction in the Letter of Credit below the amount of the outstanding discounted development charges; and 	OTTAWA Planning Legal

		<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>	
		<u>Survey Requirements</u>	
162.	Surv1	The Owner shall provide the final plan intended for registration in a digital format that is compatible with the City’s computerized system. (ALWAYS REQUIRED)	OTTAWA Planning
163.	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
164.	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>	
165.	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
166.	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
167.	C3	The owner shall pay any outstanding taxes owing to the City of Ottawa prior to registration. (ALWAYS REQUIRED)	OTTAWA

			Planning Revenue
168.	C4	Prior to registration of the Plan of Subdivision, the City is to be satisfied that conditions 1 to 167 have been fulfilled.	OTTAWA Planning
169.	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, Real Estate and Economic Development Department may serve notice to the Owner to have the damage repaired and if such notification is without effect for a period of two full days after such notice, the General Manager, Planning, Real Estate and Economic Development Department may cause the damage to be repaired and shall recover the costs of the repair plus the Management Fee under Section 427, of the <i>Municipal Act, 2001</i> , like manner as municipal taxes.	OTTAWA Planning
170.	C6	If the Plan(s) of Subdivision, including all phases within the draft approved plan of subdivision, has not been registered by <i>(a date at least three years after the date of draft approval will be inserted later)</i> , the draft approval shall lapse pursuant to Section 51 (32) of the <i>Planning Act</i> . Extensions may only be granted under the provisions of Section 51 (33) of said <i>Planning Act</i> prior to the lapsing date.	OTTAWA Planning

ⁱ For Clearing Agencies:

“Planning” refers to Planning Services.

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

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

“Legal” refers to Legal Services.

“Parks” refers to Parks and Facilities Planning Services.

“BCS” refers to Building Code Services.

“Transit” refers to Transit Planning.

“Transpo Plg” refers to Transportation Planning.

“Forestry” refers to Forest Management.

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

“Revenue” refers to Revenue Services.

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