

File: D07-16-21-0033

CONDITIONS OF DRAFT APPROVAL
CANADIAN RENTAL DEVELOPMENT SERVICES INC.
ORLÉANS VILLAGE SUBDIVISION
3484 INNES ROAD, and 240 and 270 LAMARCHE AVENUE

DRAFT APPROVED 12 SEPTEMBER 2024

The City of Ottawa's conditions applying to the draft approval of CANADIAN RENTAL DEVELOPMENT SERVICES INC.'s ORLÉANS VILLAGE Subdivision (File No. D07-16-21-0033), 3484 INNES ROAD, and 240 and 270 LAMARCHE AVENUE, are as follows:

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| | <p>This approval applies to the draft plan of subdivision certified by ANNIS, O’SULLIVAN, VOLLEBEKK LTD., Ontario Land Surveyor, dated 2 August 2024, showing one street, one residential block, two mixed use blocks, one park block, one 30cm reserve, and three road widening blocks.</p> <p>This approval applies to the approved conceptual plans and reports in support of the draft plan of subdivision as follows (list plans, reports and studies associated with the draft approval):</p> <ol style="list-style-type: none">1) General Site Plan, prepared by NEUF, dated 13 December 2022.2) Functional Servicing Report, prepared by Novatech, revised 18 May 2023.3) Phase 1 Environmental Site Assessment, 3484, Part of 3490 and 3592 Innes Road, Ottawa, Ontario, prepared by Paterson Group Inc., dated 10 July 2018.4) Phase 1 Environmental Site Assessment Update, 3484, Part of 3490 and 3592 Innes Road (240 Lamarche Avenue), Ottawa, Ontario, prepared by Paterson Group Inc., dated 19 September 2021.5) Geotechnical Investigation, prepared by Paterson Group Inc, revision 2, dated 13 May 2022.6) Tree Conservation Report, prepared by IFS Associates, dated 31 January 2023.7) Transportation Impact Assessment, Step 5 – Final Report, 270 Lamarche Avenue, Plan of Subdivision, prepared by Parsons, Report No. 477947 – 01000, dated 28 April 2023.8) Transportation Impact Assessment, Appendices, prepared by Parsons, dated April 2023.9) Environmental Noise Control Study, prepared by Paterson Group, version 4, dated 3 November 2023. | |
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| | | Subject to the conditions below, these plans and reports may require updating and/or additional details prior to final approval. | |
| | | The Owner agrees, by entering into a Subdivision Agreement, to satisfy all terms, conditions and obligations, financial and otherwise, of the City of Ottawa, at the Owner's sole expense, all to the satisfaction of the City. | <u>Clearing Agency</u> ¹ |
| | | <u>General</u> | |
| 1. | G1 | Prior to the issuance of a Commence Work Notification, the Owner shall obtain such permits as may be required from Municipal or Provincial authorities and shall file copies thereof with the General Manager, Planning, Development and Building Services Department. | OTTAWA Planning |
| 2. | G2 | <p>Prior to commencing construction, the Owner shall enter into a subdivision agreement with the City. The subdivision agreement shall, among other matters, require that the Owner post securities in a format approved by the City Solicitor, in an amount of 100% of the estimated cost of all works, save and except non-municipal buildings.</p> <p>The aforementioned security for site works shall be for works on both private and public property and shall include, but not be limited to, lot grading and drainage, landscaping and driveways, roads and road works, road drainage, underground infrastructure and services (storm, sanitary, watermains), streetlights, stormwater management works and park works.</p> <p>The amount secured by the City shall be determined by the General Manager, Planning, Development and Building Services Department, based on current City tender costs, which costs shall be reviewed and adjusted annually. Securities for on-site works may be at a reduced rate subject to the approval of the General Manager, Planning, Real Estate and Economic Development Department.</p> <p>Engineering, Inspection and Review fees will be collected based on the estimated cost of the works (+HST) and a park review and inspection fee will be based on 4% (+HST) of the total value of the park works as noted herein and in accordance with the City's Fees By-law for planning applications (By-law No. 2022-239 or as amended).</p> | OTTAWA Planning |
| 3. | Special | The Owner acknowledges and agrees that all terms and conditions of the Subdivision Agreement between the City and Gibson Patterson, registered as Instrument No. OC 2097229 on 6 May 2019, as it applies to Blocks 149 and 150, Plan 4M-1629, are reconfirmed and are in full force and effect except as otherwise varied or amended in this Agreement. | OTTAWA Legal |

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| 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. | G6 | <p>The Owner, or his agents, shall not commence or permit the commencement of any site related works until such time as a pre-construction meeting has been held with Planning, Development and Building Services Department staff and until the City issues a Commence Work Notification.</p> | OTTAWA Planning |
| | | <u>Zoning</u> | |
| 6. | Z1 | <p>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.</p> | OTTAWA Planning |
| 7. | Z2 | <p>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.</p> | OTTAWA Planning |
| | | <u>Roadway Modifications</u> | |
| 8. | RM1 | <p>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.</p> | OTTAWA Planning |
| 9. | RM2 | <p>The Owner agrees to provide a Development Information Form and Geometric Plan indicating:</p> <ul style="list-style-type: none"> a) Road Signage and Pavement Marking for the subdivision; b) Intersection control measure at new internal intersections; and | OTTAWA Planning Transpo Plg |

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| | | <p>c) location of depressed curbs and TWSIs;</p> <p>prior to the earlier of registration of the Agreement or early servicing. Such form and plan shall be to the satisfaction of the General Manager, Planning, Development and Building Services Department.</p> | |
| 10. | RM4 | <p>The Owner agrees that where road modification is identified in the City’s Development Charges Background Study and By-law, and such modification is deemed necessary in order to facilitate the development of the subdivision as per the supporting transportation studies, the Owner shall either enter into a Roadway Modification Agreement with the City, or, at the City’s discretion, have the necessary provisions incorporated into the subdivision agreement. The Owner acknowledges and agrees it is responsible for the cost of all roadway modification works as identified in the Roadway Modification Approval Report (RMA-2023-TPD-054) as approved pursuant to the Delegation of Authority By-law, or as included in this agreement.</p> | OTTAWA Planning Transpo Plg |
| 11. | RM5 | <p>In the instance of intersections with arterial roads or major collectors external to the subdivision, the Owner will be eligible for reimbursement for the cost of such intersections. The reimbursement is subject to limitations and procedures set forth in the policy approved by Council May 2019. The Owner acknowledges that financial security and roadway modification agreement/subdivision agreement clauses for such intersections are required.</p> | OTTAWA Planning |
| 12. | RM7 | <p>Where traffic calming is identified, the Owner acknowledges and agrees to implement traffic calming measures on roads within the limits of their subdivision to limit vehicular speed and improve pedestrian safety. The Owner further acknowledges and agrees that the detailed design for new roads will include the recommendation(s) from the required supporting transportation studies.</p> <p>The Owner agrees that traffic calming measures shall reference best management practices from the Canadian Guide to Neighbourhood Traffic Calming, published by the Transportation Association of Canada, and/or Ontario Traffic Manual. These measures may include either vertical or horizontal features (such measures shall not interfere with stormwater management and overland flow routing), including but not limited to:</p> <ul style="list-style-type: none"> • intersection or mid block narrowings, chicanes, medians; • speed humps, speed tables, raised intersections, raised pedestrian crossings; • road surface alterations (for example, use of pavers or other alternate materials, provided these are consistent with the City’s Official Plan polices related to Design Priority Areas); | OTTAWA Planning |

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| | | <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 turnaround(s) 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 Innes Road, adjacent to the subdivision lands, in accordance with the Official Plan and as may be required to accommodate the design and geometry of the future signalized intersection of Innes Road and Lamarche Avenue. 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 | Any dead ends and/or open spaces of road allowances created by this plan of subdivision may be terminated in 0.3 metre reserves. The Owner shall place 0.3 metre reserves on the following locations: <ul style="list-style-type: none"> <i>Along the perimeter of the temporary turnaround across and within Street 1, shown as Block 6 on the Draft Plan, and extending over Block 3 on the Draft Plan.</i> | OTTAWA Planning Legal |

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| 18. | HR6 | The Owner shall provide site triangles at the following locations as appropriate on the final plan: <ul style="list-style-type: none"> • <i>Local Road to Local Road: 3m x 3m</i> • <i>Local Road to Collector Road: 3m x 5m</i> • <i>Collector Road to Arterial Road: 5m x 5m</i> | OTTAWA Planning Legal |
| 19. | HR8 | Where traffic lights are required to facilitate the proposed development, according to the approved transportation impact assessment, the Owner shall be required to enter into an agreement with the City for the operation and maintenance of any traffic signals that are required to be installed in advance of meeting the City's approved criteria for Traffic Signals Warrants and until the General Manager, Planning, Development and Building Services Department approves the assumption of the lights. The require traffic lights are to be located at the following locations: <ul style="list-style-type: none"> • <i>Innes Road and Lamarche Avenue</i> | OTTAWA Planning |
| 20. | HR9 | The Owner agrees to provide a construction traffic management plan for the subdivision prior to the earlier of registration of the Agreement or early servicing. Such plan shall be to the satisfaction of the General Manager, Planning, Development and Building Services Department. | OTTAWA Planning |
| 21. | HR11 | All streets shall be named to the satisfaction of the Chief Building Official of Building Code Services and in accordance with the Addressing By-law. | OTTAWA Planning BCS |
| 22. | 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 |
| 23. | Special | Notwithstanding Condition C.27 of Schedule "H" of the existing registered Subdivision Agreement (Inst. No. OC 2097229), the Owner acknowledges and agrees that the intersection of Innes Road and Lamarche Avenue shall be signalized and operational prior to first occupancy of Phase 1 of development. | OTTAWA Planning |
| | | <u>Public Transit</u> | |
| 24. | PT1 | The Owner shall design and construct, at its expense, a bus stop on Lamarche Avenue, which has been identified as a transit service route, to Transportation Association of Canada standards, including right-of-way width, horizontal and vertical geometry. The Owner shall design and construct, at its expense, the determined locations for transit passenger | OTTAWA Planning Transit |

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| | | standing areas and shelter pads, to the specifications of the General Manager, Planning, Development and Building Services Department. The locations for transit passenger standing areas and shelter pads are to be determined at the time of and incorporated into the road design for the subdivision. | |
| | | <u>Geotechnical</u> | |
| 25. | GT2 | <p>The Owner shall submit a geotechnical report prepared in accordance with the City’s Geotechnical Investigation and Reporting Guidelines and/or Slope Stability Guidelines for Development Applications by a geotechnical engineer or geoscientist, licensed in the Province of Ontario, containing detailed information on applicable geotechnical matters and recommendations to the satisfaction of the General Manager, Planning, Development and Building Services 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; c) clearly indicate orientation of any cross-sections used in slope stability analysis and location of center of the slip circle; d) grade raise restrictions on the site and, if appropriate, the impacts this will have on the slope stability; e) design and construction of underground services to the building, including differential settlement near any buildings or structures; f) design and construction of roadway, fire routes and parking lots; g) design and construction of retaining walls and/or slope protection; h) design and construction of engineered fill; i) design and construction of building foundations; j) site dewatering; k) design and construction of swimming pools; l) design and construction of park blocks for its intended uses; and m) in areas of sensitive marine clay soils: | OTTAWA Planning |
| 26. | GT3 | <ul style="list-style-type: none"> a) The Owner agrees to any restrictions to landscaping, 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, 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. | OTTAWA Planning |

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| | | <ul style="list-style-type: none"> ii. Atterberg Limit testing per ASTM D4318; with the following data clearly identified, Natural water content (W), Plastic Limit (PL), Plasticity Index (PI), Liquidity Index (LI), and Activity (A). iii. Shrinkage Limit testing per ASTM D4943 with Shrinkage Limit (SL). iv. A separate section within the geotechnical report on sensitive marine clay soils, which will include a signed letter and corresponding map that confirms the locations of low, medium sensitivity (generally <40% plasticity) or high sensitivity clay soils (generally >40% plasticity), as determined by the above tests and data. v. The report identifies that foundation walls are to be reinforced at least nominally, with a minimum of two upper and two lower 15M (rebar size) bars in the foundation wall. <p>c) In locations where all six conditions in the Tree Planting in Sensitive Marine Clay Soils – 2017 Guidelines cannot be met (e.g., if soils are generally >40% plasticity) the 2005 Clay Soils Policy will apply, meaning only small, low-water demand trees can be planted at a minimum separation distance of 7.5m from a building foundation. In these cases, the Zoning By-law will be used to ensure sufficient front yard setbacks to accommodate street trees in the right-of-way. For example, if street trees are planted in the right-of-way at 2.0m from the front lot line, then the minimum front yard setback would be 5.5m (7.5m – 2m).</p> | |
| | | <u>Pathways, Sidewalks, Walkways, Fencing, and Noise Barriers</u> | |
| 27. | S1 | The Owner acknowledges and agrees that all pathways, sidewalks, walkways, fencing, and noise barriers are to be designed and constructed in accordance with City specifications, at no cost to the City, and to the satisfaction of the General Manager, Planning, Development and Building Services Department. | OTTAWA Planning |
| 28. | S3 | <p>The Owner agrees to design and construct 2.0-metre wide sidewalks at the following locations:</p> <ul style="list-style-type: none"> • Along the entire inner and outer boulevards of Street 1. | OTTAWA Planning Parks |
| 29. | S7 | <p>a) Subject to Condition 50, the Owner agrees to design and construct fencing in accordance with the Fence By-law at the following locations:</p> <ul style="list-style-type: none"> • 1.5 metre black vinyl-coated chain link fence along the west lot line of Park Block 4. | OTTAWA Planning Parks |

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| | | <ul style="list-style-type: none"> • 1.5 metre black vinyl-coated chain link fence along that segment of the west lot line of Block 3 abutting Condominium Corporation OCSCC 991. • 1.2 metre black powder-coated decorative fence along the north lot line of Block 1 abutting Park Block 4. <p>All chain link fencing that separates public lands and residential lots and blocks shall have a maximum opening (the diamond shape area) of no greater than 37 mm 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 except for parks fencing shall be located a minimum of 0.15 metres inside the property line of the park. Refer to Parks condition 56 for details.</p> | |
| 30. | S8 | <p>a) The Owner agrees to design and construct 1.8-metre wood privacy fences in accordance with the Fence By-law at the following location(s):</p> <ul style="list-style-type: none"> • Along the west lot line of the subdivision abutting the unfenced rear lot lines of the properties addressed 2387 and 2393 Page Road from the corner of the existing wood board fence along the rear lot line of the townhouse blocks to the existing wood board fence along the rear lot line of 2381 Page Road. <p>b) The Owner agrees that any wood privacy fence required to be installed shall be located a minimum of 0.15 metres inside the property line of the private property.</p> | OTTAWA Planning |
| 31. | 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>Canadian Rental Development Services Inc.</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> | |
| 32. | LS1 | <p>The Owner agrees, prior to registration or early servicing, whichever is earlier, to have a landscape plan(s) for the plan of subdivision prepared by a Landscape Architect, in accordance with the recommendations</p> | OTTAWA Planning Forestry |

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| | | <p>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 the aforementioned are to the satisfaction of the General Manager, Planning, Development and Building Services Department.</p> | |
| <p>33.</p> | <p>LS2</p> | <p>The Owner agrees that along the park frontage, 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> | <p>OTTAWA Planning Forestry</p> |
| <p>34.</p> | <p>LS3</p> | <p>In areas of sensitive marine clay soils where the six conditions of the Tree Planting in Sensitive Marine Clay Soils – 2017 Guidelines have been met, the following shall be provided:</p> <ul style="list-style-type: none"> a) The landscape plan shall include a note indicating that is has been developed as per the geotechnical investigation report prepared by Paterson Group, dated 13 May 2022, to the satisfaction of the General Manager, Planning, Development and Building Services. 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 | <p>OTTAWA Planning</p> |

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| | | with the approved Landscape Plan, to the satisfaction of the General Manager, Planning, Development and Building Services. | |
| | | <u>Tree Conservation</u> | |
| 35. | TC1 | <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 |
| 36. | 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>Parks</u> | |
| 37. | P1 | In accordance with the <i>Planning Act</i> and the City of Ottawa Parkland Dedication By-law, the Owner shall convey Block 4 (the “Park Block”) to the City for parkland purposes all to the satisfaction of the General Manager, Recreation, Cultural and Facility Services Department. | OTTAWA Parks |
| 38. | P2 | <p>The Owner covenants and agrees that Block 4 will be conveyed to the City, at no cost, as dedicated parkland. The size and configuration of the park block on the Final Plan shall be to the satisfaction of the General Manager, Recreation, Cultural and Facility Services Department.</p> <p>The Owner covenants and agrees that the parkland dedication requirement is based on the proposed residential/commercial/industrial use and has been calculated at a rate of:</p> <ul style="list-style-type: none"> a) 10% of the land area of the site being developed (residential); b) 2% of the gross land area (commercial + industrial); <p>or such other rate as agreed to in writing to the satisfaction of the General Manager, Recreation, Cultural and Facility Services Department.</p> <p>Based on the lot size and uses proposed for the subdivision, a parkland dedication requirement of 0.1980 hectares is required, as detailed in the table below.</p> | OTTAWA Parks |

| Parcel Description | Area (sq.m.) | Area (ha) | Perimeter (m) | Use / % | Park Dedication (ha) |
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| BLOCK 1 - Apartment | 15,739.00 | 1.5739 | | 10% | 0.157 |
| Apartment | | - | | 10% | - |
| Apartment | | - | | 10% | - |
| Commercial / Industrial | | - | | 2% | - |
| Commercial / Industrial | | - | | 2% | - |
| Commercial / Industrial | | - | | 2% | - |
| Block 4 - Phase 1 Parkland | 1,966.00 | 0.1966 | | Park | calculated below |
| ROAD ROW | 3,508.00 | 0.3508 | | ROW | calculated below |
| ROAD ROW | | - | | ROW | calculated below |
| ROAD ROW | | - | | ROW | calculated below |
| ROAD ROW | | - | | ROW | |
| Total | 21,213.00 | 2.1213 | | | 0.1574 |

| Proportionate Parkland Rate Calculation | | | | | |
|---|-----------------|-------------|-----------------------------|---------|---------------|
| | Total Area (ha) | Area as % | Proportionate Area of Total | Use / % | |
| ROW and Park | 0.5474 | 26% | | | |
| Apartment | 1.5739 | 74% | 0.4061 | 10% | 0.0406 |
| Retail / Commercial / Industrial | - | 0% | - | 2% | - |
| | 2.1213 | 100% | 0.4061 | | 0.0406 |

Parkland Rate for Residential and Mixed Use 0.1574
 Proportionate Parkland Rate for Park and ROW + 0.0406

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| | | <table border="0"> <tr> <td>Parkland Required</td> <td>0.1980</td> </tr> <tr> <td>Parkland Provided (Block 4)</td> <td>- 0.1966</td> </tr> <tr> <td>Parkland owed</td> <td>0.0014</td> </tr> </table> <p>The Owner covenants and agrees that there is an under-dedication of 0.0014 hectares for this Draft Plan area which will be required to be provided. The Owner acknowledges and agrees parkland dedication will be taken on Block 2 and 3 at the time of a subsequent application. The Owner further acknowledges the parkland required for these blocks will be added to the parkland required for Phase 1 (Block 4), to form one contiguous park block, to the satisfaction of the General Manager, Recreation, Cultural and Facility Services.</p> <p>If there is change in the proposed use(s), block area, residential product and/or number of dwelling units within the Final Plan, the required parkland dedication will also be subject to change.</p> | Parkland Required | 0.1980 | Parkland Provided (Block 4) | - 0.1966 | Parkland owed | 0.0014 | |
| Parkland Required | 0.1980 | | | | | | | | |
| Parkland Provided (Block 4) | - 0.1966 | | | | | | | | |
| Parkland owed | 0.0014 | | | | | | | | |
| 39. | P3 | <p>The Owner acknowledges and agrees to design and construct at its cost the Park Block in accordance with City specifications and standards. The Owner further agrees to provide design plans and documents as detailed in the Park Development Manual 2nd edition 2017 (and as amended) for the park. The plans and documents will detail the designs, costs, and amenities to be provided in the park. The expected cost of the design, construction, review, and inspection of the park, to be referred to as the “Park Development Budget”, will be in accordance with the rate per hectare and indexing rate utilized for park development by the City at the time of registration of each phase of development.</p> <p>The design plans and documents as well as the final budget for design, construction, review, and inspection shall be subject to approval by the City, all to the satisfaction of the General Manager, Recreation, Cultural and Facility Services Department.</p> | OTTAWA Parks | | | | | | |
| 40. | 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 during Phase 3 of construction of the subdivision.</p> <p>Further to Condition 39, above, should the park construction occur more than two years after the registration of that phase of subdivision which contains the Park Block, the Owner agrees that the Park Development Budget shall be based on the rate per hectare and indexing rate utilized for park development by the City in effect at the time of the commencement of the park construction.</p> | OTTAWA Parks | | | | | | |

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| 41. | P5 | The Owner acknowledges and agrees that no stormwater management facilities, overland flow routes, and/or encumbrances of any kind, such as retaining walls, utility lines or easements of any kind, shall be located on, under or in front of dedicated park blocks. If encumbrances exist on site, the removal and/or mitigation of such encumbrances shall be the responsibility of the Owner, at the Owner's expense. All the aforementioned shall be to the satisfaction of the General Manager, Recreation, Cultural and Facility Services Department. | OTTAWA Parks |
| 42. | P6 | The Owner acknowledges and agrees that any encumbrances at, above or below the surface, which are not solely for the benefit of the park, such as retaining walls, utility lines, parking garages, floodplain areas, wildlife and vegetation buffers or easements of any kind on lands, or portion thereof encumbering the design and function of Park Block 4 must be approved by the General Manager of Recreation, Culture and Facility Services Department, and will not form part of the <i>Planning Act</i> parkland dedication requirements. | OTTAWA Parks |
| 43. | P7 | The Owner agrees the park block(s) must be fully developable for its intended use based on a geotechnical report. If any constraints to development of the park block(s) are found the measures necessary to mitigate the constraints and to provide a subgrade suitable for the intended park(s) uses as identified in the Facility Fit Plan, or if a Facility Fit Plan has not yet been prepared for intended park uses as identified by Parks planning staff, will be undertaken by the Owner. The Owner is solely responsible for the costs of any necessary mitigation measures in addition to the Park Development Budget. All the aforementioned are to the satisfaction of the General Manager, Recreation, Cultural and Facility Services Department. | OTTAWA Parks |
| 44. | P8 | Once a Facility Fit Plan is submitted and after tree protection fencing has been installed accordingly, both as approved by the General Manager, Recreation, Cultural and Facility Services Department, the Owner may remove vegetation, trees, and topsoil from the park(s) to facilitate rough grading of the area. The Owner agrees that the Owner may stockpile the topsoil either on or off the Park Block(s). If the removal of the native topsoil is required, the Owner agrees to provide replacement topsoil, outside of the Park Development Budget, at a sufficient depth and quality for parks as per City Standards for park topsoil. All work shall proceed in accordance with the applicable regulations. | OTTAWA Parks |
| 45. | P9 | The City acknowledges and agrees that the Owner may use the Park(s) outside of the protected park areas for the stockpiling of materials or staging as needed, including the parking of construction related equipment | OTTAWA Parks |

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| | | <p>and/or vehicles. The Owner agrees to conduct the stockpiling of soils in accordance with the future excess soils regulation, as amended.</p> <p>The Owner agrees contaminated soils shall not be stockpiled on future park areas. The Owner agrees to provide to the City documentation of the source and quality of the soils temporarily stored on the future park areas.</p> <p>The Owner acknowledges and agrees that if the Owner chooses to use the parkland for stockpiling or staging, once this use of the parkland is completed, all materials will be removed from the parkland and a geotechnical report by a qualified and licensed engineer or geoscientist will be submitted. The geotechnical report shall confirm that the subgrade is suitable for its intended use and that no contaminants have been deposited on the parkland. The geotechnical report must indicate the level of soil compaction on the site and conform to City Standards, to the satisfaction of the General Manager, Planning, Development and Building Services Department.</p> <p>The Owner agrees that any remediation required to the parkland because of the Owner's use of the parkland will be at the Owner's expense and will be in addition to the estimated Park Development Budget calculated at the per hectare rate as indexed and such remediation work shall be completed to the satisfaction of the General Manager, Planning, Development and Building Services Department.</p> | |
| 46. | P10 | <p>The Owner further agrees to prepare and submit upon registration, for approval all park plans and documents required as noted in the Park Development Manual 2017 based on the approved Facility Fit Plan, all to the satisfaction of the General Manager, Recreation, Cultural and Facility Services Department</p> | OTTAWA Parks |
| 47. | P11 | <p>The Owner acknowledges and agrees that it is the responsibility of the Owner to fill and rough grade the park where necessary to meet subdivision grades with clean earth borrow, compacted, and leveled within the Park Block accordingly, to provide for positive surface drainage as per the City Standards for Park Fill and rough grading as per the approved subdivision grading plan, all at the expense of the Owner.</p> <p>Any fill imported to the Park Block must be conducted in accordance with the future excess soils regulation, as amended. Documentation of the source and quality of the fill to be imported must be approved by a Qualified Person. Soils must be tested to the minimum parameter list as specified in the excess soils regulation. Importation of soils with no chemical testing will not be permitted. Additional testing may be required by the Qualified Persons as defined in the regulation.</p> | OTTAWA Planning Parks |

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| | | <p>Copies of all records related to all soils imported to the future park areas must be provided to the City. All works and fill materials are to be approved by the General Manager, Planning, Development and Building Services Department prior to being placed on site.</p> <p>All work shall proceed in accordance with the applicable regulations and according to the current (at time of work) approved City details and specifications.</p> | |
| 48. | P12 | <p>The Owner acknowledges and agrees that it is the responsibility of the Owner to undertake the final grading of the Park Block as per the park working drawings / grading and drainage plan. The final grading will be covered by the Park Development Budget to a maximum of 10% of the park construction cost sub-total. Additional grading beyond this maximum will be at the Owner's expense.</p> <p>All works and design drawings are subject to the approval of the General Manager, Recreation, Cultural and Facility Services Department and the General Manager, Planning, Development and Building Services Department.</p> | OTTAWA Planning Parks |
| 49. | P13 | <p>Unless otherwise specified the Owner shall provide the following services and utilities to all Park Blocks:</p> <ul style="list-style-type: none"> a) A 300mm diameter storm sewer and CB/MH at 2m inside the park property line. b) A 50mm diameter water line complete with standpost at 2m inside the park property line. A city standard park water vault chamber, standard detail W31.1 latest version, must also be installed as part of parks water works. The park water vault will be funded from the park budget. Co-ordination of all park water works including water vault and meter installation is an Owner responsibility. c) 150mm diameter sanitary sewer and MH at 2m inside the park property line. d) A 120/240 volt, 200 amperes single phase hydro service at 2m inside the park property line. The Owner is responsible for making all arrangements and coordinating the connection of the new hydro (electrical) service, including costs and inspections, with the respective hydro (electricity) agencies. The Owner is also responsible to ensure the park electricity service(s) is included on the approved CUP drawings. <p>All works shall be shown on the approved drawings and shall be subject to the approval of the General Manager, Planning, Development and Building Services.</p> | OTTAWA Planning Parks |

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| 50. | P14 | <p>The Owner shall install fencing of uniform appearance and quality, with a minimum height of five feet (5') (1.5m) along the common boundary of all other residential and other blocks which abut the Park Block. Fences shall be installed 0.15m on the park property side of the common property line, and the location of the fence shall be verified by an Ontario Land Surveyor. All fences must adhere to the City's Fence By-law 2003-462. Fence materials will be of commercial grade and consist of 6-gauge black vinyl coated chain link material and black powder coated schedule 40 pipe rails and posts or an approved alternative.</p> <p>Notwithstanding the above requirements, consideration may be given to the installation of a 1.2 metre powder-coated decorative fence along the south lot line of the park Block abutting Block 1. A final decision respecting the design of the fence will be rendered during the review of the landscape plan. In addition, the design and timing of installation of the fence along the north lot line of the Park Block will be decided upon in consultation with the City and once the ultimate size of the Park Block is determined through the Site Plan Control Approval process for the future development of Blocks 2 and 3 on the Draft Plan of subdivision. All the above shall be to the approval of the General Manager, Planning, Development and Building Services and the General Manager, Recreation, Cultural and Facility Services Department.</p> | OTTAWA Parks |
| 51. | P15 | <p>No access from private property to passive public property will be allowed. The Owner shall place the following clause in each Agreement of Purchase and Sale and shall be registered as a notice on title in respect of all Blocks:</p> <p>"The Transferee for himself, his heirs, executors, administrators, successors and assigns acknowledges being advised that gates accessing public property are not permitted in the fences."</p> | OTTAWA Parks |
| 52. | P16 | <p>The Owner shall include a clause in each Agreement of Purchase and Sale and/or Lease Agreement and shall be registered as a notice on title in respect of all Blocks which shall provide notification to all purchasers of lands within the Subdivision that parkland within this subdivision and/or already existing in the vicinity of the subdivision may have:</p> <ul style="list-style-type: none"> a) active hard surface and soft surface recreational facilities b) active lighted sports fields and other lit amenities c) recreation and leisure facilities d) potential community centre e) library f) day care g) other potential public buildings/facilities/amenities. | OTTAWA Parks |

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| 53. | 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 if the City must complete the park. | OTTAWA Parks |
| 54. | P18 | The Owner acknowledges and agrees that, following registration of this agreement, the Park Block(s) will be transferred to the City. Notwithstanding said transfer, the Owner acknowledges and agrees that, prior to the assumption of the park by the City, the Owner will retain all liability for the transferred blocks and that said transfer will in no way exonerate the Owner from its responsibility to design and construct the park pursuant to the terms of this agreement. | OTTAWA Parks |
| 55. | P21 | <p>The Owner acknowledges and agrees to erect, at its expense, on the Park Block at locations selected by the General Manager, Planning, Development and Building Services a professionally painted sign. Sign material, size and installation and construction details shall be to the satisfaction of the General Manager, Recreation, Cultural and Facility Services. The signs shall clearly read, in English and in French:</p> <p style="text-align: center;">Future Parkland No Dumping No Removal of soils or Vegetation</p> <p style="text-align: center;">Parc futur Il est interdit de jeter des déchets Il est interdit d'enlever le sol ou la végétation Entreposage de matériaux interdit</p> <p>The Owner further agrees to maintain the signs (including removal of graffiti) and such signs shall be removed only with the approval of the General Manager, Recreation, Cultural and Facility Services.</p> | OTTAWA Parks |
| 56. | 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 certificate of insurance that names the City of Ottawa as Additional Insured, and • financial security which covers the full amount of the Park Design and Construction Cost to ensure the work is completed. <p>The Owner will hereby be granted consent to enter at no cost to complete the work, all to the satisfaction of the General Manager of Recreation Culture and Facility Services.</p> | OTTAWA Parks |

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| 57. | P23 | <p>The Owner acknowledges and agrees that no work within the public road right-of-way in front of, or around, any boundary of the park will be a park cost. All right-of-way work including, tree planting, topsoil and sod, and all hard surface work will be at the Owners' expense.</p> <p>Where a park plaza or landscape feature extends into the public road right-of-way as a continual element of the park development, such work may be considered park work at the discretion of the General Manager, Recreation, Cultural and Facility Services.</p> | OTTAWA Parks |
| 58. | Special | <p>The Owner acknowledges and agrees that should there be a deficiency in the quantity of street trees within the Subdivision due to space restrictions and that the Owner and the City mutually agree the surplus trees shall be planted within the Park Block, then the supply and installation of such surplus trees shall be at the Owner's expense and not be included in the park development budget.</p> | OTTAWA Parks |
| 59. | Special | <p>The Owner acknowledges and agrees that the total consulting costs, including all prime consulting, sub-consulting and testing fees, for the design and construction of the Park Block shall not exceed the percentage fee calculation of the park construction budget as recommended by the <i>Ontario Association of Landscape Architects Fee Guide for Landscape Architectural Services</i>, current version (at time of subdivision registration) by type of project (Category – “2”; Complexity – “Skilled”) and shall be to the satisfaction of the General Manager, Recreation, Cultural & Facility Services.</p> | OTTAWA Parks |
| 60. | 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 to the City for the design and the construction of the Park Block(s). The City will proceed with the design and construction of the park as per the typical City-build park process as described in the Parks Development Manual. The timing of the park construction will be at the discretion of the City.</p> <p>The expected cost of the park(s) works to be paid to the City will be based on the rate per hectare, and indexing rate utilized for the park development by the City at the time of registration of the phase of development which includes the Park Block(s), (referred to as the Park Development Budget), plus a 5% administrative fee for City forces to execute the project plus 13% HST on the total amount. The funding for park works will be paid to the City at the time of registration for the phase of development, which includes the Park Block. All standard subdivision conditions associated with the park, including, but not limited to, fencing, fill and rough grading, topsoil replacement, tree removal and services stubbed to within 2.0 m</p> | OTTAWA Parks |

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| | | inside the Park Block(s), will remain a subdivision cost to be covered by the Owner separate from the Park Development Budget. | |
| | | <u>Environmental Constraints</u> | |
| 61. | EC4 | The Owner agrees to abide by all appropriate regulations associated with Provincial and Federal statutes for the protection of wildlife, including migratory birds and species at risk. | OTTAWA Planning |
| | | <u>Record of Site Condition / Contaminated Soil</u> | |
| 62. | 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>Schools</u> | |
| 63. | Special | The Owner shall be required to inform prospective purchasers and tenants that school accommodation pressures exist in the Ottawa-Carleton District School Board schools designated to serve the subdivision which are currently being addressed by the utilization of portable classrooms and/or by directing students to schools outside their community. | OCDSB |
| | | <u>Stormwater Management</u> | |
| 64. | SW1 | The Owner shall provide 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. All reports and plans shall be to the satisfaction of the General Manager, Planning, Development and Building Services Department. | OTTAWA Planning CA |
| 65. | SW2 | (a) Prior to the commencement of construction of any phase of this Subdivision (roads, utilities, any off-site work, etc.) the Owner shall: | OTTAWA Planning CA |

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| | | <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 analyses in an acceptable format; iii. have said plans approved by the General Manager, Planning, Development and Building Services Department, and iv. provide certification through a Professional Engineer licensed in the province of Ontario that the plans have been implemented. <p>(b) All submissions and any changes made to the Plan shall be submitted to the satisfaction to the City and the Rideau Valley Conservation Authority.</p> <p>(c) The Owner shall implement an inspection and monitoring plan to maintain erosion control measures.</p> | |
| 66. | SW3 | On completion of all stormwater works, the Owner agrees to provide certification to the General Manager, Planning, Development and Building Services Department through a Professional Engineer, licensed in the province of Ontario, that all measures have been implemented in conformity with the approved Stormwater Site Management Plan. | OTTAWA Planning |
| 67. | SW4 | <p>The Owner acknowledges and agrees to implement a monitoring and maintenance program for the ultimate stormwater management forebay within the East Urban Community (EUC) Stormwater Management Pond 1 associated with this Subdivision, including the cleanout of the forebay, in accordance with the recommendations of the EUC Pond 1 Expansion Report and the Environmental Compliance Approval(s).</p> <p>In this regard, the Owner acknowledges and agrees to the removal of accumulated sediment in the North Cell Expansion Forebay of the EUC Pond 1 attributed to this Subdivision during development. The Owner shall remove the accumulated sediment from the forebay to which the Subdivision is tributary following 80 per cent build-out of the drainage area, including a post cleanout as-built survey. The Owner shall conduct the cleaning and CCTV inspection of the storm sewers from the respective pond inlet to the property limit of the Pond facility property limit. Accumulated sediment removed from the facility shall be disposed offsite in accordance with Excess Soils regulations (406/19).</p> <p>The Owner further acknowledges and agrees prior to registration to provide to the City financial securities in an amount to the satisfaction of the General Manager, Planning, Development and Building Services, for the said Works. The securities will be released upon receiving a letter signed and sealed by a Professional Engineer licensed in the Province of</p> | OTTAWA Planning |

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| | | <p>Ontario certifying that the cleanout was carried out in accordance with the approved drawing(s)/plan(s). All required works shall be to the satisfaction of the General Manager of Planning, Development and Building Services Department.</p> <p>The Owner further acknowledges and agrees to coordinate with Caivan (Orleans Village 2) Ltd., owner of the adjacent subdivision, respecting any cost sharing for the cleanout of the forebay to which both subdivisions drain.</p> | |
| 68. | 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 |
| 69. | SW7 | <p>The Owner covenants and agrees that the following clause shall be incorporated into all agreements of purchase and sale for the whole, or any part, of a block on the Plan of Subdivision, and registered separately against the title:</p> <p>“The Owner acknowledges that some of the rear yards within this subdivision are used for on-site storage of infrequent storm events. Grading alterations on some of the blocks 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 block. The Owner must obtain approval of the General Manager, Planning, Development and Building Services Department of the City of Ottawa prior to undertaking any grading alterations.”</p> | OTTAWA Legal |
| 70. | Special | The Owner acknowledges and agrees that early servicing of works or registration of the subdivision, whichever occurs first, shall not be permitted until the EUC Pond 1 expansion works are completed and the pond is operational with the issuance of an in-service memorandum, to the satisfaction of the General Manager, Planning, Development and Building Services. | OTTAWA Planning |
| | | <u>Sanitary Services</u> | |
| 71. | SS1 | The Owner agrees to submit detailed municipal servicing plans, prepared by a Professional Civil Engineer licensed in the Province of Ontario, to the General Manager, Planning, Development and Building Services Department. | OTTAWA Planning |
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| | | <u>Water Services</u> | |
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| 72. | 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 |
| 73. | 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 |
| 74. | W3 | The Owner acknowledges and agrees not to permit any occupancy of buildings on the individual Lots described in Schedule "A" until the water plant has been installed, sterilized, and placed in service to the satisfaction of the General Manager, Planning, Development and Building Services Department. | OTTAWA Planning |
| 75. | 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 for the City to turn on the service. | OTTAWA Planning |
| 76. | 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 |
| | | <u>Serviced Lands</u> | |
| 77. | SL1 | <p>The Owner shall be responsible for the provisions of the following works, including oversizing and over depth (where appropriate), at its cost, in accordance with plans approved by the General Manager, Planning, Real Estate and Economic Development Department, and/or the Province:</p> <ul style="list-style-type: none"> a. Watermains; b. Sanitary Sewers; c. Storm Sewers; d. Roads and traffic plant(s); | OTTAWA Planning |

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| | | <ul style="list-style-type: none"> e. Street Lights; f. Sidewalks; g. Landscaping; h. Street name, municipal numbering, and traffic signs; i. Stormwater management facilities; and j. Grade Control and Drainage. | |
| 78. | 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 |
| 79. | SL4 | The Owner shall not be entitled to a building permit, early servicing, or commencement of work construction until they can demonstrate that there is adequate road, sanitary, storm, and watermain capacity and any Environmental Compliance Approvals (ECA) necessary are approved. All are to the satisfaction of the General Manager, Planning, Development and Building Services Department. | OTTAWA Planning |
| | | <u>Utilities</u> | |
| 80. | 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 |
| 81. | U2 | The Owner agrees, prior to registration or early servicing, whichever is earlier, to provide a composite utility plan for the subdivision. Such plan shall be to the satisfaction of the General Manager, Planning, Development and Building Services Department. | OTTAWA Planning |
| 82. | H1 | The Owner shall pre-consult with Hydro Ottawa for any proposed reduction to the City of Ottawa three-metre minimum standard setback prior to designing the electrical servicing, as it may affect the electrical servicing design, timeline for installation and cost; this includes any proposed overhang encroachment into the 3m-setback space. | Hydro Ottawa |

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| 83. | H2 | The Owner may be required to enter into an Electrical Servicing Agreement with Hydro Ottawa Limited, to the satisfaction of Hydro Ottawa. | Hydro Ottawa |
| 84. | H3 | The Owner may be responsible for a Capital Contribution payment(s) towards a distribution system expansion, if the proposed development requires electrical servicing greater than can be provided by the existing distribution system in the vicinity, either in capacity or in extension limit. This amount shall be in accordance with Hydro Ottawa's Contributed Capital Policy and Conditions of Service. | Hydro Ottawa |
| 85. | 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 |
| 86. | H5 | The Owner shall be responsible for servicing the buildings within the property. Only one service entrance per property shall be permitted. | Hydro Ottawa |
| 87. | 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 |
| 88. | H7 | Hydro Ottawa prohibits any change of grade that results in reduced life expectancy of the asset. Any change in grade of more than 0.3m in the vicinity of proposed or existing electric utility equipment shall be reviewed with Hydro Ottawa. | Hydro Ottawa |
| 89. | H8 | The Owner shall ensure that any landscaping or surface finishing does not encroach into existing or proposed Hydro Ottawa's overhead or underground assets or easement. When proposing to place plantings in proximity of existing power lines, the Owner shall refer to Hydro Ottawa's free publication "Tree Planting Advice". The shrub or tree location and expected growth must be considered. If any Hydro Ottawa related activity requires the trimming, cutting or removal of vegetation, or removal of other landscaping or surface finishing, the activity and the re-instatement shall be at the Owner's expense. | Hydro Ottawa |
| 90. | H9 | The Owner is advised that there are overhead medium voltage overhead lines along the south side of Innes Road adjacent to the Subdivision. The Owner shall ensure that no personnel or equipment encroaches within three metres (3.0m) of the Hydro Ottawa overhead medium voltage | Hydro Ottawa |

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| | | distribution lines, unless approved by Hydro Ottawa. The Owner shall contact Hydro Ottawa prior to commencing work when proposing to work within 3.0m of the Hydro Ottawa distribution lines as noted above. No such work shall commence without approval of Hydro Ottawa. | |
| 91. | H10 | <p>The Owner acknowledges and agrees that prior to commencing Works identified within the Draft Plan; it shall confirm the proposed development is sufficiently serviced by all necessary utilities. The Owner further agrees to comply with all relevant and existing utility Conditions of Service, construction processes and guidelines. The Owner further agrees it shall be responsible for engaging the providers of any necessary utilities to determine servicing for the proposed development and that it shall be responsible for all costs relating to the relocation, placement and/or upgrade of existing or future utility infrastructure for the proposed development. The Owner shall be required to demonstrate to the satisfaction of the General Manager, Planning, Development and Building Services that sufficient utility servicing and infrastructure exist to service the proposed development and that communication / telecommunication infrastructure facilities are available, at a minimum, for the delivery of emergency management services.</p> <p>The Owner acknowledges and agrees to convey, at their cost, any easements as may be required by the necessary utilities and agrees to abide by all conditions of the City’s inhibiting order. The Owner further acknowledges and agrees that such easements shall not be granted on any lands being conveyed to the City, or those proposed to be conveyed to the City, without City’s approval.</p> <p>Should any lands owned or proposed to be owned by the City be encumbered as a result of these conditions, the Owner shall bear the sole responsibility and costs associated with correcting such actions, including but not limited to the conveyance of additional lands, the relocation of any such easements or infrastructure as may be deemed appropriate by the General Manager, Planning, Development and Building Services.</p> | Hydro Ottawa |
| 92. | Special | <p>The Owner acknowledges and agrees to contact Enbridge Gas Inc. to determine gas availability, service and meter installation details and to ensure all gas piping is installed prior to the commencement of site landscaping (including, but not limited to tree planting, silva cells, and/or soil trenches) and/or asphalt paving.</p> <p>The Owner further acknowledges and agrees that should the gas main need to be relocated as a result of changes in the alignment or grade of the future road allowances or for temporary gas pipe installations pertaining to phased construction, then all costs are the responsibility of the Owner. Further, should easement(s) be required to service the</p> | Enbridge |

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| | | subdivision and any future adjacent developments, the Owner shall provide the easement(s) to Enbridge Gas Inc. at no cost. The inhibiting order will not be lifted until the application has met all of Enbridge Gas Inc.'s requirements. | |
| 93. | Special | The Owner acknowledges and agrees to convey to Bell Canada, at no cost to Bell Canada, any easement(s) as deemed necessary by the Utility to service the subdivision. The Owner further acknowledges and 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 its own cost. | Bell Canada |
| 94. | Special | The Owners acknowledges and agrees to transfer such new easements and maintenance agreements as are deemed necessary by Rogers Communications Canada Inc. to service the subdivision, to the satisfaction of at no cost to the Utility. The Owner further acknowledges and agrees to ensure that such easement documents are registered on title immediately following registration of the final plan, and the affected agencies duly notified. | Rogers |
| 95. | Special | The Owner acknowledges and agrees to arrange for and pay the cost of the relocation of any existing services which is made necessary because of the subdivision works to the satisfaction of Rogers Communications Canada Inc. and all affected authorities. | Rogers |
| | | <u>Fire Services</u> | |
| 96. | 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, Development and Building Services Department. | OTTAWA Planning |
| 97. | 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 | OTTAWA Planning |

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| | | General Manager of Planning, Development and Building Services Department. | |
| | | <u>Noise Attenuation</u> | |
| 98. | 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 |
| | | <u>Land Transfers</u> | |
| 99. | 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. Park Blocks – Block 4 ii. Road Widening Blocks – Blocks 5, 7 and 8 iii. 0.3 m Reserve Blocks – Block 6 | OTTAWA Planning Legal |
| 100. | 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> | |
| 101. | 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</p> | OTTAWA Planning |

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| | | <p>expense for all buildings, utilities, structures, water wells, and facilities likely to be affected by the blast and those within 75 m of the location where explosives are to be used. The standard inspection procedure shall include the provision of an explanatory letter to the owner or occupant and owner with a formal request for permission to carry out an inspection.</p> <p>The Owner agrees to provide a Notification Letter in compliance with City specification F-1201. Specification indicates that a minimum of 15 Business days prior to blasting the Contractor shall provide written notice to all owner(s) and tenants of buildings or facilities within a minimum of 150m of the blasting location. The Owner agrees to submit a copy of the Notification Letter to the City.</p> | |
| 102. | Special | <p>The Owner acknowledges and agrees that prior to commencing site alteration or construction that vibration monitoring shall be undertaken by a Professional Engineer licensed in the province of Ontario. Vibration levels shall not exceed those determined by the City and Province to cause damage to adjacent buildings and structures. The Owner may consider offering pre-construction surveys to adjacent/abutting properties, to validate damage claims or indemnify and save harmless. The Owner agrees to maintain vibration monitoring records during construction, which shall be made available to the General Manager, Planning, Development and Building Services upon request. The Owner agrees and acknowledges that the City shall be indemnified from any damage claims resulting from construction activities.</p> | OTTAWA Planning |
| | | <u>Development Charges By-law</u> | |
| 103. | DC1 | <p>The Owner acknowledges that some of the works of the Subdivision are eligible for funding from development charges pursuant to the City's applicable Development Charges By-law and Background Study. Approval by City Council is required to authorize budget authority, authority to enter into a front ending agreement, and authority to provide the repayment of development charges eligible. Such contributions are to be determined and agreed to by the City, prior to the commencement of the associated Works or as agreed to by the City, in accordance with the Front-Ending Agreement Policy. The Owner shall enter into agreements that may be required pursuant to the applicable Development Charges By-law and Background Study.</p> <p>The Owner acknowledges and agrees that a Front Ending Agreement application was filed with the City (D07-20-23-0001) for the signalization of the intersection of Lamarche Avenue and Innes Road. Council approval subsequently was granted on 12 July 2023 for the Owner to enter into a Front Ending Agreement with the City for the design and construction of the traffic control signals and related underground infrastructure to an</p> | OTTAWA Planning Legal |

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| | | <p>upset limit of \$308,000 plus applicable taxes. The Owner further acknowledges and agrees to enter into such Front Ending Agreement.</p> <p>The above-mentioned front-ended works do not include the associated reconfiguration and modifications to the intersection roadway. Such components are the subject of the Road Modification Approval Report (RMA-2023-TPD-054), approved on 22 February 2024 and referenced in Condition 12, that is to result in a separate RMA agreement for which funds are available. Payback of such components are to commence in 2024.</p> | |
| 104. | DC2 | <p>The Owner shall inform the purchaser after registration of each block of the development charges that have been paid or which are still applicable to the 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 |
| 105. | DC3 | <p>The Owner acknowledges and agrees to enter into any front-ending agreements with the City of Ottawa for the signalization of the Innes Road/Lamarche Avenue intersection that is 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 |
| 106. | 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> | | | | | | | | | | | | | | | | | | | | | |
|---|---|--------------------------------------|-------------------|--------------------------------------|--------------|--------------------------|--|--|--|---|--|--|--|--------------------|-----|----------|------------|--------------|--|--|-------------------|---|
| <p>107. DC5</p> | <p>The Owner acknowledges that the proposed development is subject to the Gloucester Urban Centre (Area E-3) Area-Specific Development Charge for Stormwater Management Facilities, pursuant to the City’s applicable Development Charges By-law. The Owner further acknowledges and agrees, in accordance with Schedule “C”, to pay the applicable residential Area-Specific Development Charge which is based on the unit count as set out in the following table.</p> <table border="1" data-bbox="302 1220 1349 1577"> <thead> <tr> <th>Unit Type</th> <th>Number of Units</th> <th>Value per Unit (subject to indexing)</th> <th>Total Charge</th> </tr> </thead> <tbody> <tr> <td>Single and semi-detached</td> <td></td> <td></td> <td></td> </tr> <tr> <td>Multiple dwelling, mobile home and row dwelling</td> <td></td> <td></td> <td></td> </tr> <tr> <td>Apartment dwelling</td> <td>285</td> <td>\$ 2,009</td> <td>\$ 572,565</td> </tr> <tr> <td>Total</td> <td></td> <td></td> <td>\$ 572,565</td> </tr> </tbody> </table> <p>The Owner acknowledges that the non-residential and multi-unit residential portions of the Area-Specific Development Charge, applicable to Blocks 2 and 3 on the Draft Plan of Subdivision, shall be paid at the time of site plan control agreement registration and prior to the issuance of building permits for the proposed development, whichever is earlier.</p> <p>The Owner further acknowledges and agrees that any subsequent proposed changes to the approved unit count and/or unit type shall be filed</p> | Unit Type | Number of Units | Value per Unit (subject to indexing) | Total Charge | Single and semi-detached | | | | Multiple dwelling, mobile home and row dwelling | | | | Apartment dwelling | 285 | \$ 2,009 | \$ 572,565 | Total | | | \$ 572,565 | <p>OTTAWA Planning Legal</p> |
| Unit Type | Number of Units | Value per Unit (subject to indexing) | Total Charge | | | | | | | | | | | | | | | | | | | |
| Single and semi-detached | | | | | | | | | | | | | | | | | | | | | | |
| Multiple dwelling, mobile home and row dwelling | | | | | | | | | | | | | | | | | | | | | | |
| Apartment dwelling | 285 | \$ 2,009 | \$ 572,565 | | | | | | | | | | | | | | | | | | | |
| Total | | | \$ 572,565 | | | | | | | | | | | | | | | | | | | |

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| | | with the General Manager, Planning, Development and Building Services and agreed to by both the Owner and the City prior to the implementation of any such changes. An amendment to this Agreement may further be required. | |
| | | <u>Survey Requirements</u> | |
| 108. | Surv1 | The Owner shall provide the final plan intended for registration in a digital format that is compatible with the City's computerized system. | OTTAWA Planning |
| 109. | 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 |
| 110. | 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> | |
| 111. | 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 |
| 112. | 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 |
| 113. | C3 | The owner shall pay any outstanding taxes owing to the City of Ottawa prior to registration. | OTTAWA Planning Revenue |
| 114. | C4 | Prior to registration of the Plan of Subdivision, the City is to be satisfied that Conditions 1 to 113 have been fulfilled. | OTTAWA Planning |
| 115. | C5 | The Owner covenants and agrees that should damage be caused to any of the Works in this Subdivision by any action or lack of any action whatsoever on its part, the General Manager, Planning, Development and Building Services Department may serve notice to the Owner to have the damage repaired and if such notification is without effect for a period of two full days after such notice, the General Manager, Planning, Development and Building Services Department may cause the damage to be repaired and shall recover the costs of the repair plus the Management Fee under Section 427, of the <i>Municipal Act, 2001</i> , like manner as municipal taxes. | OTTAWA Planning |

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| 116. | C6 | If the Plan(s) of Subdivision, including all phases within the draft approved plan of subdivision, has not been registered by <i>(September 12, 2027)</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 |
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ⁱ For Clearing Agencies:

“Planning” refers to Planning Services.

“LG” refers to applicable landowners group, such as Kanata North (KNLG), Kanata West (KWLK), 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.