

MENU OF CONDITIONS
FOR DRAFT APPROVAL
Minto Communities Inc.
Arcadia Subdivision (Phase 5), 8370 Campeau Drive

DRAFT APPROVED 28/05/2025

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The City of Ottawa's conditions applying to the draft approval of Minto Communities Inc.'s Arcadia Stage 5 Subdivision (File No. D07-16-21-0042), 8370 Campeau Drive, are as follows:

	<p>This approval applies to the draft plan certified by Francis Lau, Ontario Land Surveyor, dated April 4, 2025, showing 58 Residential Lots, 5 streets, 25 residential blocks, 2 pathway blocks, 1 stormwater management block, 3 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) Concept Plan 31, Arcadia – Stage 5, prepared by Minto Communities Inc., revision 5 dated 2024-02-03. 2) Conceptual Erosion & Sediment Control Plan, CESC, prepared by JL Richards & Associates Ltd., revision 3, dated 29/04/25. 3) Conceptual Grading, CG1, prepared by JL Richards & Associates Ltd., revision 3, dated 29/04/25. 4) Conceptual Servicing, CS1, prepared by JL Richards & Associates Ltd., revision 3, dated 29/04/25. 5) Servicing Brief Arcadia Stage 5, prepared by JL Richards & Associates Ltd., revision 3, dated September 10, 2024. 6) Arcadia Stage 5, D07-16-21-0042 – Stormwater Review, prepared by JL Richards & Associates Ltd. Dated November 19, 2024. 7) Geotechnical Investigation Proposed Residential Development Arcadia – Stage 5, Campeau Drive Ottawa, Ontario, prepared by Paterson Group, version 2, dated November 8, 2023. 8) Re: Geotechnical Design Summary Details Proposed Residential Development Arcadia – Stage 5 – Campeau Drive – Ottawa, prepared by Paterson Group, revision 2 dated August 8, 2024. 9) Re: Geotechnical Response to City Comments Proposed Residential Development Arcadia – Stage 5 – Campeau Drive – Ottawa, prepared by Paterson Group, dated November 8, 2024. 10) Noise Control Feasibility Study Arcadia Stage 5, prepared by JL Richards & Associates Ltd., version 1, dated October 25, 2023. 11) 8370 Campeau Drive Transportation Impact Assessment, prepared by CGH Transportation, dated November 2023. 12) Environmental Impact Statement Minto Arcadia Phases 5 – Updated Report, prepared by Kilgour & Associates, dated November 8, 2023. 13) Confederation Line Level 1 Proximity Study Proposed Residential 	
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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 Agency¹</u>
		<u>General</u>	
1.	G1	Prior to the issuance of a Commence Work Notification, the Owner shall obtain such permits as may be required from Municipal or Provincial authorities and shall file copies thereof with the General Manager, Planning, Development and Building Services Department.	OTTAWA Planning
2.	G2	<p>Prior to commencing construction, the Owner shall enter into a subdivision agreement with the City. The subdivision agreement shall, among other matters, require that the Owner post securities in a format approved by the City Solicitor, in an amount of 100% of the estimated cost of all works, save and except non-municipal buildings.</p> <p>The aforementioned security for site works shall be for works on both private and public property and shall include, but not be limited to, lot grading and drainage, landscaping and driveways, roads and road works, road drainage, underground infrastructure and services (storm, sanitary, watermains), streetlights, stormwater management works and park works.</p> <p>The amount secured by the City shall be determined by the General Manager, Planning, Development and Building Services Department, based on current City tender costs, which costs shall be reviewed and adjusted annually. Securities for on-site works may be at a reduced rate</p>	OTTAWA Planning

		<p>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>	
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 Kanata West Landowners Group, confirming that the Owner is party to the Kanata West Landowners Group and that Cost Sharing Agreements (if applicable) and all of the obligations, financial	LG

		and otherwise, of the landowner(s) of this subdivision have been fulfilled pursuant to the Landowners Agreement.	
		<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.	RM2	<p>The Owner agrees to provide a Development Information Form and Geometric Plan indicating:</p> <ul style="list-style-type: none"> a) Road Signage and Pavement Marking for the subdivision; b) Intersection control measure at new internal intersections; and c) location of depressed curbs and TWSIs; <p>prior to the earlier of registration of the Agreement or early servicing. Such form and plan shall be to the satisfaction of the General Manager, Planning, Development and Building Services Department.</p>	OTTAWA Planning Transpo Plg
11.	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; 	OTTAWA Planning

		<ul style="list-style-type: none"> road surface alterations (for example, use of pavers or other alternate materials, provided these are consistent with the City's Official Plan policies related to Design Priority Areas); pavement markings/signage; and temporary/seasonal installations such as flexi posts or removable bollards. 	
		<u>Highways/Roads</u>	
12.	HR1	The Owner acknowledges and agrees that all supporting transportation studies and design of all roads and intersections shall be to the satisfaction of the General Manager, Planning, Development and Building Services Department.	OTTAWA Planning
13.	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
14.	HR6	<p>The Owner shall provide site triangles at the following locations on the final plan:</p> <ul style="list-style-type: none"> Local Road to Local Road: 3m x 3m Local Road to Collector Road: 3m x 5m Collector Road to Arterial Road: 5m x 5m 	OTTAWA Planning Legal
15.	HR9	The Owner agrees to provide a construction traffic management plan for the subdivision prior to the earlier of registration of the Agreement or early servicing. Such plan shall be to the satisfaction of the General Manager, Planning, Development and Building Services Department.	OTTAWA Planning
16.	HR10	<p>The Owner acknowledges that should the plan be registered in phases; the first phase of registration shall include:</p> <ul style="list-style-type: none"> Block 84 for dry pond. Block 89 for servicing block. 	OTTAWA Planning
17.	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
18.	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,	OTTAWA Planning

		including administrative fees, unless otherwise determined by the General Manager, Planning, Development and Building Services Department.	
		<u>Public Transit</u>	
19.	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
20.	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, that Campeau Drive and Winterset Road are identified transit service routes where buses may operate. Bus stop infrastructure and amenities such as paved passenger standing areas, shelters pads and shelters, benches, waste and recycling bins, signage, light standards, bicycle racks, or other as appropriate may be located in front of, adjacent to, or within view of the purchaser's lot at any time, at the discretion of Transit Services.	OTTAWA Transit
		<u>Geotechnical</u>	
21.	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 for all Lots and Blocks and included in the municipal covenant agreement against the title:</p> <p>"The Owner acknowledges that special soils conditions exist on this lot which will require:</p> <ul style="list-style-type: none"> a) a geotechnical engineer licensed in the Province of Ontario to approve any proposal or design for a swimming pool installation or other proposal requiring an additional building permit on this lot prior to applying for a pool enclosure permit or installing the pool; and b) the Owner to submit a copy of the geotechnical engineer's or geoscientists report to the General Manager, Planning, Development and Building Services Department at the time of the application for the pool enclosure or additional building permit. <p>The Owner also acknowledges that said engineer or geoscientist will be required to certify that the construction has been completed in accordance with his/her recommendation and that a copy of the certification or report will be submitted to the General Manager, Planning, Development and Building Services Department.</p>	OTTAWA Planning

22.	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, in addition to any building construction requirements adjacent to unstable slope; c) clearly indicate orientation of any cross-sections used in slope stability analysis and location of center of the slip circle; d) grade raise restrictions on the site and, if appropriate, the impacts this will have on the slope stability; e) design and construction of underground services to the building, including differential settlement near any buildings or structures; f) design and construction of roadway, fire routes and parking lots; g) design and construction of retaining walls and/or slope protection; h) design and construction of engineered fill; i) design and construction of building foundations; j) site dewatering; k) design and construction of swimming pools; l) design and construction of park blocks for its intended uses; and m) in areas of sensitive marine clay soils: 	OTTAWA Planning
23.	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 	OTTAWA Planning

		<p>(generally >40% plasticity), as determined by the above tests and data.</p> <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>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>	
24.	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>	
25.	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
26.	S2	<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 No.1 from Lot 6 to 9. • West side of Street No. 1 from Lot 9 to 13. • North side of Street No. 1 from Lot 14 to 21. • East side of Street No. 1 from Lot 22 to 31. • South side of Street No. 1 from Lot 32 to 40, and along Blocks 61 and 88. • South side of Street No. 1 from Lot 55 to 58. • North side of Street No. 2 abutting Block 85 on the Draft Plan. • East side of Street No. 2. • East side of Street No. 3 along Block 61. • West side of Street No. 3 along Lot 55, and Blocks 69, 70, 71 and 89. • North side of Street No. 5 along Blocks 61 to 65, and 88. • East side of Street No. 5 along Blocks 66 to 68. 	OTTAWA Planning

		<ul style="list-style-type: none"> • South side of Street No. 5 along Block 86. <p>The Owner agrees to design and construct 3 metre wide multi-use pathway at the following locations:</p> <ul style="list-style-type: none"> • East side of Winterset Road from Block 84 to Block 85. 	
27.	S4	<p>The Owner agrees to design and construct, fully accessible, 2-metre wide walkways and related works through the length of the public lands in the following locations:</p> <ul style="list-style-type: none"> • Block 88. • A connection through Block 86 to the existing multi-use pathway along the north side of Campeau Drive. • A connection from the sidewalk along the north side of Street No.2 through Lyndon Hooper Park to existing path system in the park. 	OTTAWA Planning
28.	S6	<p>a) The Owner agrees to design and construct 1.5 metre black vinyl- coated chain link fences in accordance with the Fence By-law at the following locations:</p> <ul style="list-style-type: none"> • Along the entire length of the Carp River Corridor. • Side yard of Block 68 where it abuts Block 86. • Both sides of Block 88 (pathway block). • Both sides of Block 89 (servicing block) where it does not abut Block 84 (Dry Pond) • Side yard of Block 68 where it abuts Campeau Drive. • Rear yard of block 69 where it abuts Block 84 (Dry Pond). • Entire perimeter of Block 84 (Dry Pond). <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 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> <p>c) The Owner agrees that fencing requirements identified in Clause "a" may be updated to reflect the findings of the Detailed Noise Control Study prior to the registration of the agreement.</p>	OTTAWA Planning
29.	S7	<p>[Chain link fence between parks and other 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"> • Side yard of Block 59 where it abuts Lyndon Hooper Park • Rear yards of Lots 14 to 21 where it abuts Lyndon Hooper Park 	OTTAWA Planning Parks

		<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 in order to comply with the applicable part of the "Pool Enclosure By-Law".</p> <p>b) The Owner agrees that any vinyl-coated chain link fence required to be installed with the exception of parks fencing shall be located a minimum of 0.15 metres inside the property line of the park. Refer to Parks condition (P10) for details.</p>	
30.	S9	<p>a) The Owner agrees to design and erect at no cost to the City, noise attenuation barriers in accordance with City specifications as determined by the Noise Control Feasibility Study.</p> <p>b) The Owner agrees that any noise attenuation barrier required to be installed under this Agreement, shall be located a minimum of 0.30 metres inside the property line of the private property, and the location of the fence shall be verified by an Ontario Land Surveyor, prior to the release of securities for the noise attenuation barrier.</p>	OTTAWA Planning
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>Minto Communities 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 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, interpretive signs, fencing requirements and fencing materials, other landscape features and gateway features where required. The landscape plan(s) will include Block 84, the dry stormwater management pond, and Block 89, the access block to the dry stormwater management pond.</p>	OTTAWA Planning Forestry

		<p>The Owner agrees to implement the approved landscape plan(s) and bear all costs and responsibility for the preparation and implementation of the plan(s).</p> <p>The Owner agrees that where sensitive marine clay soils are present, and the geotechnical report has satisfied the applicable conditions of the Tree Planting in Sensitive Marine Clay Soils - 2017 Guidelines, confirmation of adequate soil volumes in accordance with the subject guidelines shall be provided by a Landscape Architect prior to zoning approval.</p> <p>All of the aforementioned are to the satisfaction of the General Manager, Planning, Development and Building Services Department.</p>	
33.	LS2	<p>The Owner agrees that for all single detached and semi-detached lots, a minimum of 1 tree per interior lot and 2 trees per exterior side yard lots (i.e. corner lots) shall be provided on the landscape plan(s).</p> <p>In areas of low/medium plasticity sensitive marine clay soils, the following exceptions in accordance with the Tree Planting in Sensitive Marine Clay Soils - 2017 Guidelines will apply in order to maximize the number of medium size trees:</p> <ul style="list-style-type: none"> a) Where abutting properties form a continuous greenspace between driveways, one medium size tree will be planted instead of two small size trees, provided the minimum soil volume can be achieved. In these cases only, for the purposes of determining the minimum number of trees to be planted, one medium size tree that replaces two small trees will be counted as two trees. b) The medium size tree should be planted as close as possible to the middle of this continuous greenspace (in the right-of-way) to maximize available soil volume. c) On larger lots with sufficient soil volume for a medium size tree, one medium size tree will be planted on each lot (or each side of a corner lot), even if the abutting properties form a continuous greenspace between driveways. <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>	OTTAWA Planning Forestry

34.	LS3	<p>In areas of sensitive marine clay soils where the six conditions of the Tree Planting in Sensitive Marine Clay Soils – 2017 Guidelines have been met, the following shall be provided:</p> <p>a) The landscape plan shall include a note indicating that it 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.</p> <p>b) At the time of tree planting, in addition to providing an F1 inspection form, the Landscape Architect will provide a signed letter indicating that trees have been planted with appropriate soil volume in accordance with the approved Landscape Plan, to the satisfaction of the General Manager, Planning, Development and Building Services.</p>	OTTAWA Planning
		<u>Parks</u>	
35.	P1	<p>In accordance with the <i>Planning Act</i> and the City of Ottawa Parkland Dedication By-law, the Owner shall provide cash-in-lieu of parkland on the subject lands within Ward 4 such value of the land to be determined by the City's Realty Services Branch. The Applicant shall bear the cost of any appraisal costs incurred by the City, 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 use and calculated at a rate of one hectare per 600 units (residential > 18 units/ha) based on the estimated total number of 232 units for this subdivision for a conveyance in lieu parkland of 0.387 ha, in accordance with the <i>Planning Act</i> and Parkland Dedication 2022-280, as amended.</p> <p>In the event that there is change in the proposed use, block areas, residential product and/or number of dwelling units within the Final Plan, the required parkland dedication will also be subject to change.</p>	OTTAWA Parks
36.	P2	The Owner covenants and agrees that Block 85 will be conveyed to the City, at no cost, as Open Space, and will not be calculated as parkland dedication or parkland conveyance, to the satisfaction of the General Manager, Recreation, Cultural and Facility Services Department.	<u>OTTAWA Parks</u>
37.	P3	The Owner acknowledges and agrees to design and construct at its cost, Block 85 in accordance with City Specifications and Standards. The works to be completed for Block 85 shall be included and detailed on the approved subdivision landscape/streetscape and civil drawings, to the satisfaction of the General Manager, Recreation, Cultural and Facility Services Department.	OTTAWA Parks

38.	P4	The Owner acknowledges and agrees to design and construct at its cost, a pathway, a minimum 2.0m asphalt, or approved equivalent, in accordance with City Specifications and Standards, from Street 2 to connect to the internal pathway network within Lyndon Hooper Park (Block 181, Plan 4M-1680). The pathway works to be completed within Lyndon Hooper Park shall be included and detailed on the approved subdivision landscape/streetscape and civil drawings, to the satisfaction of the General Manager, Recreation, Cultural and Facility Services Department.	OTTAWA Parks
39.	P5	<p>The Owner acknowledges and agrees that if fill and rough grading of Block 85 is necessary to meet subdivision grades and adjacent Lyndon Hooper Park grades, and/or excess soils need to be removed from site for the pathway works within Lyndon Hooper Park, all works must be conducted in accordance with City Standards and in accordance with excess soils regulations, as amended, at time of construction. Documentation of the source and quality of the fill to be imported must be approved by a Qualified Person. Soils must be tested to the minimum parameter list as specified in the excess soils regulation. Importation of soils with no chemical testing will not be permitted. Additional testing may be required by the Qualified Persons as defined in the regulation.</p> <p>Copies of all records related to all soils imported to or exported from Block 85 and Lyndon Hooper Park 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 or removed from site.</p> <p>All work shall proceed in accordance with the applicable regulations and according to the current (at time of work) approved City details and specifications.</p>	OTTAWA Parks
40.	P6	The Owner acknowledges and agrees to provide or include cost estimate(s) for the pathway works within Lyndon Hooper Park (Block 181, Plan 4M-1680), and Open Space Block 85 and Blocks 86 and 87 for the purposes of identifying said works as separate lines items and be included within and for Schedule 'B' and Schedule 'C' financials of this agreement. 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.	OTTAWA Parks
41.	P7	Upon registration of the subdivision and transfer of ownership of Block 85 to the City, the Owner agrees to provide:	OTTAWA Parks

		<ul style="list-style-type: none"> • a certificate of insurance that names the City of Ottawa as Additional Insured, and • the amount required to complete the associated works included in a letter of credit which covers the total costs to ensure the pathway works are completed for Lyndon Hooper Park (Block 181, Plan 4M-1680). <p>The Owner will hereby be granted consent to enter at no cost to complete the works. All is to the satisfaction of the General Manager of Recreation Culture and Facility Services.</p>	
42.	P8	<p>The Owner acknowledges and agrees that, following registration of this agreement, that Block 85 will be transferred to the City. Notwithstanding said transfer, the Owner acknowledges and agrees that, prior to the assumption of the lands 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 Block 85 pursuant to the terms of this agreement.</p>	OTTAWA Parks
43.	P9	<p>The City acknowledges and agrees that the Owner may use Block 85 for the stockpiling of materials or staging as needed. The Owner agrees to conduct the stockpiling of soils in accordance with the excess soils regulations, as amended.</p> <p>The Owner agrees contaminated soils and/or potentially contaminated materials shall not be stockpiled on Block 85. The Owner agrees to provide to the City documentation of the source and quality of the soils temporarily stored on Block 85.</p> <p>The Owner acknowledges and agrees that in the event that the Owner chooses to use Block 85 for stockpiling or staging, modoloc fencing, or approved equivalent shall be required to secure Block 85 from the adjacent parkland (Block 181, Plan 4M-1680 / Lyndon Hooper Park), and once this use of Block 85 is completed, all materials will be removed from the lands 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 Block 85. The geotechnical report must indicate the level of soil compaction on the site and conform to City Standards, to the satisfaction of the General Manager, Recreation, Cultural and Facility Services Department.</p> <p>The Owner agrees that any remediation required to Block 85 as result of the Owner's use of the lands will be at the Owner's sole expense and such remediation work shall be completed to the satisfaction of the General Manager, Recreation, Cultural and Facility Services Department.</p>	OTTAWA Parks

44.	P10	The Owner shall install fencing of uniform appearance and quality, with a minimum height of five feet (5') (1.5m) along the common boundary of all residential lots and other lots which abut Lyndon Hooper Park. Fences shall be installed 0.15m on the park property side of the common property line, and the location of the fence shall be verified by an Ontario Land Surveyor. All fences must adhere to the City's fence By-law 2003-462. Fence materials will be of commercial grade and consist of 6-gauge black vinyl coated chain link material and black powder coated schedule 40 pipe rails and posts or an approved alternative.	OTTAWA Parks
45.	P11	No gate access from private property to passive and/or active 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 Planning Parks
46.	P12	The Owner shall include a clause in each Agreement of Purchase and Sale and shall be registered as a notice on title in respect of all Lots and Blocks which shall provide notification to all purchasers of lands within the Subdivision that parkland within this subdivision and/or already existing in the vicinity of the subdivision may have: 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) park and recreation amenities and activities that generate noise f) other potential public buildings / facilities / amenities.	OTTAWA Planning Parks
47.	P13	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 may be planted within Lyndon Hooper Park, or other city lands in proximity to the subdivision; the supply and installation of those trees shall be at the Owners' expense.	OTTAWA Parks
48.	P14	The Owner acknowledges and agrees that the Carp River Corridor pathway system works, in accordance with the Kanata West Landowners Group agreement, shall be completed in accordance with Kanata West Landowners Group agreement for works in the Kanata West Lands. The Owner further acknowledges and agrees that a portion of the existing pathway system encroaches on the Subdivision lands and shall be relocated to the Carp River corridor as part of the Subdivision works.	OTTAWA Parks

		<p>Prior to registration, the Owner agrees to provide the City with a letter from the trustee of the Kanata West Landowners Group, confirming that a contract has been entered into between the Owner and the Kanata West Landowners Group outlining the responsibilities, timing of works, and obligations, financial and otherwise, of both parties associated with the relocation of the completed pathway and trail works from the subject lands to the Carp River corridor lands, in accordance with the Kanata West Landowners Group agreement for works in the Kanata West Lands.</p>	
49.	P15	<p>The Owner acknowledges and agrees, subject to confirmation of civil approvals, that remnant Open Space Block 86 and Block 87 shall be designed and constructed in accordance with City Specifications and Standards and in accordance with City's Public Work Strategic Management Plan for maintenance. The works to be completed for Block 86 and Block 87 shall be included and detailed on the approved subdivision landscape/streetscape and civil drawings, to the satisfaction of the General Manager, Recreation, Cultural and Facility Services Department.</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 Parks
50.	P16	<p>The Owner acknowledges and agrees, subject to confirmation of civil approvals, that Block 84 (Dry Pond) and Block 89 shall be designed and constructed in accordance with City Specifications and Standards and in accordance with City's Public Work Strategic Management Plan for maintenance.</p> <p>The works to be completed for Block 84 (Dry Pond) and Block 89 shall be included and detailed on the approved subdivision landscape/streetscape and civils drawings, to the satisfaction of the General Manager, Recreation, Cultural and Facility Services Department and the General Manager, Planning, Development and Building Services Department.</p>	OTTAWA Parks
		<u>Environmental Constraints</u>	
51.	EC2	<p>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</p>	OTTAWA Planning

		of the site. This update shall be to the satisfaction of the General Manager, Planning, Development and Building Services Department.	
52.	EC3	<p>The Owner acknowledges and agrees that the construction of the subdivision shall be in accordance with the recommendations of the Environmental Impact Statement – Minto Arcadia Phases 5 – Updated Report, November 8, 2023, prepared by Kilgour & Associates Ltd.:</p> <ul style="list-style-type: none"> • Site is no longer protected as Bobolink and/or Blanding’s turtle habitat as per MNR agreements in 2012 and 2014. Regardless, it is recommended that the erosion and sediment control fencing surrounding Phases 5 be maintained in full working order throughout the period of land development and construction to prevent the potential transient entrance of turtles to work areas. • Contractors and other on-site workers should be briefed on appropriate measures to reduce human-wildlife conflict during the work (e.g., waste management, no feeding wildlife, no deliberate harm to wildlife, safe relocation techniques to get wildlife to leave the site). Provide contact numbers for large animal removal, rehabilitation of injured or orphaned wildlife, and species at risk reporting. <p>The rear lot lines of private property backing onto the Carp River Corridor are to be fenced and gates are not to be allowed as access has been provided by through blocks.</p>	OTTAWA Planning CA
53.	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
54.	EC5	The Owner acknowledges that the Carp River is subject to the Mississippi Valley Conservation Authority oversight under Ontario regulation 41/24: Prohibited Activities, Exemptions and Permits, 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
55.	EC7	The Owner shall erect protective fencing and sediment and erosion control measures along the perimeter of the Carp River corridor prior to any site preparation works within the Subdivision to ensure no disturbance of the watercourse during construction to the satisfaction of the Mississippi Valley Conservation Authority and the City of Ottawa. These measures shall be maintained in good working order until the site has stabilized, after which	OTTAWA Planning CA

		any such measures that are not permanent shall be removed in a manner that minimizes disturbance to the site.	
56.	EC8	The Owner acknowledges that any proposed works on or adjacent to the Carp River 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 CA
57.	EC12	Where required, the Owner shall prepare, to the satisfaction of the General Manager, Planning, Development and Building Services Department, an Owner Awareness Package (OAP) highlighting the advantages and responsibilities of a homeowner living in or adjacent to a natural area. The OAP shall describe the natural attributes of the community and the importance of good stewardship practices to ensure the long-term health and sustainability of the Natural Heritage System. Topics to be discussed include, but are not limited to, reducing environmental impacts from common household activities (e.g., water conservation, yard waste disposal, chemical use and storage, etc.), avoiding human-wildlife conflicts, and recommendations of locally appropriate native species for landscaping. The OAP shall be distributed to all purchasers with the Agreement of Purchase and Sale.	OTTAWA Planning CA
58.	EC13	The Owner shall prepare a detailed grading plan for Lots 21-39, inclusive, and Blocks 65-68, inclusive, demonstrating proposed grading to ensure lots are graded 0.3m above the existing floodplain cross sections, to the satisfaction of the Mississippi Valley Conservation Authority.	OTTAWA Planning CA
		<u>Schools</u>	
59.	SC1	The Owner agrees to inform prospective purchasers that school accommodation pressure 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 directing students to schools outside their community.	OCDSB
		<u>Stormwater Management</u>	
60.	SW1	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	OTTAWA Planning CA

		<p>of interim or permanent measures, and all stormwater monitoring and testing requirements.</p> <p>All reports and plans shall be to the satisfaction of the General Manager, Planning, Development and Building Services Department.</p>	
61.	SW2	<p>(a) Prior to the commencement of construction of any phase of this Subdivision (roads, utilities, any off site work, etc.) the Owner shall:</p> <ul style="list-style-type: none"> i. have a Stormwater Management Plan and an Erosion and Sediment Control Plan prepared by a Professional Engineer in accordance with current best management practices; ii. (if appropriate) provide all digital models and modelling analysis in an acceptable format; iii. have said plans approved by the General Manager, Planning, Development and Building Services Department, and iv. provide certification through a Professional Engineer licensed in the province of Ontario that the plans have been implemented. <p>(b) All submissions and any changes made to the Plan shall be submitted to the satisfaction to the City and the Mississippi Valley Conservation Authority.</p> <p>(c) The Owner shall implement an inspection and monitoring plan to maintain erosion control measures.</p>	OTTAWA Planning CA
62.	SW3	<p>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.</p>	OTTAWA Planning
63.	SW4	<p>The Owner shall maintain and implement a monitoring/implementation program for the ultimate stormwater management pond in accordance with the recommendations of the Servicing Brief, in the memo Arcadia Stage 5, D07-16-21-0042 – Stormwater Review, prepared by JLR, dated Nov 19, 2024 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).</p>	OTTAWA Planning

		All of aforementioned are to the satisfaction of the General Manager, Planning, Development and Building Services Department.	
64.	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
65.	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
66.	SW7	<p>The Owner covenants and agrees that the following clause shall be incorporated into all agreements of purchase and sale for the whole, or any part, of a lot or block on the Plan of Subdivision, and registered separately against the title:</p> <p>“The Owner acknowledges that some of the rear yards within this subdivision are used for on-site storage of infrequent storm events. Pool installation and/or grading alterations and/or coach houses on some of the lots may not be permitted and/or revisions to the approved Subdivision Stormwater Management Plan Report may be required to study the possibility of modification on any individual lot. The Owner must obtain approval of the General Manager, Planning, Development and Building Services Department of the City of Ottawa prior to undertaking any grading alterations.”</p>	OTTAWA Legal
67.	SW9	The Transferee, for themselves, their heirs, executors, administrators, successors and assigns covenants and agrees to insert a clause in agreements of purchase and sale for all Lots/Blocks on the Draft Plan that the Purchaser/Lessee is responsible to maintain conveyance of surface flow over the rear and/or side of their lot, and maintain sub-surface drainage infrastructure, all of which shall be to the satisfaction of the General Manager, Planning, Development and Building Services Department of the City of Ottawa.	OTTAWA Planning
68.	SW10	The Owner acknowledges and agrees the Servicing Brief Report provided as part of the Draft Plan of Subdivision was not updated to reflect the design changes to the subdivision and stormwater pond designs. The Owner acknowledges and agrees to revise the design at detail design of subdivision as outlined in the memo Arcadia Stage 5, D07-16-21-0042 – Stormwater Review, prepared by JLR, dated Nov 19, 2024 to the satisfaction of the General Manager, Planning, Development and Building Services Department.	OTTAWA Planning

69.	SW11	The Owner agrees to provide pedestrian and vehicle access to Block 84 (Dry Pond) from Street 3 via Block 89. The access shall include a depressed curb at Block 89 along Street 3, reinforced grass access to Block 84, and shall be constructed to a minimum width of 5.0 metres. All of aforementioned are to the satisfaction of the General Manager, Planning, Development and Building Services Department.	OTTAWA Planning
70.	SW12	The Owner acknowledges and agrees to remove all invasive plant species and maintenance requirements, prior to assumption of the pond to the City, to the satisfaction of General Manager, Planning, Development and Building Services and the General Manager, Stormwater Management & Environmental Monitoring, Infrastructure & Water Services Department.	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
72.	SS3	<p>As the Owner proposes a road allowance(s) of less than 20 metres, and if the Owner also proposed boulevards between 4.0 and 5.0 metres wide, the Owner shall meet the following requirements:</p> <ul style="list-style-type: none"> a) extend water, sanitary, and storm services a minimum of 2.0 metres onto private property during installation before being capped; b) install high voltage electrical cable through the transformer foundations to maintain adequate clearance from the gas main; c) provide and install conduits as required by each utility; d) provide and install transformer security walls when a 3.0 metres clearance, as required by the Electrical Code, cannot be maintained. The design and location of the security wall must be approved by the local hydro utility; and e) install all road-crossing ducts at a depth not to exceed 1.2 metres from top of duct to final grade. 	OTTAWA Planning
73.		The Owner acknowledges and agrees to provide an updated sanitary HGL analysis for the interim condition, which includes the area south of HWY 417 and west of the Carp River that currently drains to the Signature Ridge Pumping Station. The Owner acknowledges and agrees to provide an updated sanitary HGL analysis for the ultimate condition, which redirects the area south of the HWY 417 and west of the Carp River to the Kanata West Pump Station. 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.	
		<u>Water Services</u>	
74.	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
75.	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
76.	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
77.	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
78.	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
79.	W6	The Owner acknowledges and agrees not to apply for, nor shall the City issue, building permits for more than 50 dwelling units (or the equivalent) where the watermain for such units is not looped. Any unit serviced by a looped watermain that is not looped shall be required to have sufficient fire protection, to the satisfaction of the General Manager, Planning, Development and Building Services Department.	OTTAWA Planning
		<u>Serviced Lands</u>	

80.	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, Development and Building Services Department, and/or the Province:</p> <ul style="list-style-type: none"> a) Watermains; b) Sanitary Sewers; c) Storm Sewers; d) Roads and traffic plant(s); e) Street Lights; f) Sidewalks; g) Landscaping; h) Street name, municipal numbering, and traffic signs; i) Stormwater management facilities; and j) Grade Control and Drainage. 	OTTAWA Planning
81.	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
82.	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, Development and Building Services Department.	OTTAWA Planning
83.	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>	
84.	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	OTTAWA Planning

		communication /telecommunication for emergency management services (i.e. 911 Emergency Services).	
85.	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
86.	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
87.	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
88.	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
89.	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
90.	H5	The Owner shall be responsible for servicing the buildings within the property. Only one service entrance per property shall be permitted.	Hydro Ottawa
91.	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
92.	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

93.	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
94.	H9	The Owner is advised that there are overhead medium voltage overhead lines along the property. The Owner shall ensure that no personnel or equipment encroaches within three metres (3.0m) of the Hydro Ottawa overhead medium voltage distribution lines, unless approved by Hydro Ottawa. The Owner shall contact Hydro Ottawa prior to commencing work when proposing to work within 3.0m of the Hydro Ottawa distribution lines as noted above. No such work shall commence without approval of Hydro Ottawa.	Hydro Ottawa
95.	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</p>	Hydro Ottawa

		such easements or infrastructure as may be deemed appropriate by the General Manager, Planning, Development and Building Services.	
96.		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
97.		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
98.		The Owner agrees 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
99.		The Owner agrees 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
100.		The Owner agrees 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
101.		The Owner agrees 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
102.		The Owner agrees to contact Enbridge Gas Inc. for 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.	ENBRIDGE
103.		The Owner acknowledges and agrees that any relocation of existing Enbridge Gas Inc. infrastructure as a result of changes in the alignment or grade of future road allowances or for temporary gas pipe installations pertaining to phase construction, will be at the Owners sole cost.	ENBRIDGE
		<u>Fire Services</u>	

104.	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
105.	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, Development and Building Services Department.	OTTAWA Planning
106.	FUS3	<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 Lots and Blocks wherein the dwelling contains, or intends to contain, a sprinkler system as follows:</p> <p>“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.”</p>	OTTAWA Planning
107.	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 than 200mm. All are to be determined by and to the satisfaction of the General Manager of Planning, Development and Building Services Department.	OTTAWA Planning
		<u>Noise Attenuation</u>	
108.	N1	The Owner shall have a Noise Study undertaken related to noise assessment and land use planning with respect to noises generated by	OTTAWA Planning

		<p>moving and stationary sources prepared by a Professional Engineer, licensed in the province of Ontario to the satisfaction and approval of the General Manager, Planning, Development and Building Services Department. The Study shall comply with:</p> <ul style="list-style-type: none"> i. the City of Ottawa's Environmental Noise Control Guidelines, as amended; and ii. address, and be in accordance with, the current version of the Association of Professional Engineers of Ontario Guidelines for Professional Engineers providing Acoustical Engineering Services in Land Use Planning. <p>The study shall provide all specific details on the methods and measures required to attenuate any noise that exceeds the allowable noise limits in locations as determined by the recommendations of the Noise Assessment Study.</p>	
109.	N2	Where structural mitigation measures are required as a result of the Noise Assessment Study, the Owner shall provide, prior to final building inspection, certification to the General Manager, Planning, Development and Building Services Department, through a Professional Engineer, that the noise control measures have been implemented in accordance with the approved study.	OTTAWA Planning
110.	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:	OTTAWA Planning Legal
		<p>Warning Clause Type A:</p> <p>"Transferees are advised that sound levels due to increasing road and rail traffic may occasionally interfere with some activities of the dwelling occupants as the sound levels exceed the City's and the Ministry of the Environment's noise criteria."</p>	
		<p>Warning Clause Type B:</p> <p>"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 and rail traffic may on occasions interfere with some activities of the dwelling occupants as the sound levels exceed the City's and the Ministry of the Environment's noise criteria."</p>	
		<p>Warning Clause Type C:</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."</p>	

		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.)"	
		Warning Clause Type D "This dwelling unit has been supplied with a central air conditioning system which will allow windows and exterior doors to remain closed, thereby ensuring that the indoor sound levels are within the City's and the Ministry of the Environment's noise criteria."	
		<u>Land Transfers</u>	
111.	LT1	The Owner shall convey, at no cost to the City, all lands required for public purposes, including but not limited to, reserves, road widenings, daylighting triangles, walkway blocks, open space blocks, and lands required for parks (or cash-in-lieu thereof) and for stormwater management. In particular, the Owner agrees to convey the following lands: <ul style="list-style-type: none"> i. Pathway, Walkway or Servicing Blocks – Block 88, 89 ii. Open Space Blocks – Blocks 85, 86, 87 iii. Watercourses (buffer strips/riparian corridors) – N/A iv. Park Blocks – N/A v. Storm Water Management Blocks – Block 84 (dry pond) vi. Road Widening Blocks – N/A vii. 0.3 m Reserve Blocks – N/A viii. Daylighting Triangles – N/A ix. Transit Corridors – N/A x. Wetlands – N/A 	OTTAWA Planning Legal
112.	LT2	The Owner agrees to convey, at no cost to the City, any easements that may be required for the provision of water and wastewater systems, in addition to underground or overland stormwater drainage systems.	OTTAWA Planning Legal
		<u>Development Charges By-law</u>	
113.	DC2	The Owner shall inform the purchaser after registration of each lot or block of the development charges that have been paid or which are still applicable to the lot or block. The applicable development charges shall be as stated as of the time of the conveyance of the relevant lot or block	OTTAWA Planning Legal

		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> .	
		<u>Survey Requirements</u>	
114.	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
115.	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
116.	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>	
117.	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
118.	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
119.	C3	The owner shall pay any outstanding taxes owing to the City of Ottawa prior to registration.	OTTAWA Planning Revenue
120.	C4	Prior to registration of the Plan of Subdivision, the City is to be satisfied that conditions 1 to 119 have been fulfilled.	OTTAWA Planning
121.	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

122.	C6	If the Plan(s) of Subdivision, including all phases within the draft approved plan of subdivision, has not been registered by <i>May 28, 2028</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 (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.