

MENU OF CONDITIONS
FOR DRAFT APPROVAL
ST. MARY'S LANDS CORPORATION
3930 RIVERSIDE DRIVE

DRAFT APPROVED 06/06/2025

INDEX

General	3
Zoning	4
Roadway Modifications	5
Highways/Roads	6
Geotechnical	8
Pathways, Sidewalks, Walkways, Fencing, and Noise Barriers	12
Landscaping/Streetscaping	14
Tree Conservation.....	15
Gateway Features	16
Parks	16
Environmental Constraints	23
Record of Site Condition / Contaminated Soil	25
Archaeology	25
Stormwater Management	25
Kimberwick Stormwater Management Facility.....	27
Proposed Storm Sewer Outlet.....	27
Sanitary Services	28
Water Services	29
Serviced Lands	30
Utilities.....	31
Fire Services	33
Noise Attenuation	34
Land Transfers	36
Development Charges By-law.....	37
Survey Requirements.....	38
Closing Conditions	38

The City of Ottawa's conditions applying to the draft approval of St. Mary's Lands Corporation Subdivision (File No. D07-16-23-0001), 3930 Riverside Drive, are as follows:

	<p>This approval applies to the draft plan certified by T. Hartwick, Ontario Land Surveyor, dated MONTH, DAY, YEAR, showing 24 Residential Lots, 19 residential blocks, 4 streets, 5 pathway blocks, 2 park blocks, 2 open space block, 1 environmental protection block, 3 road widening 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) Assessment of Adequacy of Public Services Report; 3930 and 3960 Riverside Drive, prepared by Arcadis-IBI Group, dated December 13, 2023. 2) Phase 1 ESA, prepared by WSP, version 1, dated December 2022. 3) Phase 2 ESA, prepared by WSP, version 1, dated December 2022. 4) Environmental Impact Statement, prepared by Kilgour & Associates, version 1, dated September 29th, 2023. 5) Geotechnical Assessment Proposed Residential Development, prepared by WSP Canada Inc., dated September 28, 2023. 6) Letter – Response to Geotechnical Peer Review Comments from Gemtec; Proposed Residential Development; 3930 & 3960 Riverside Drive, prepared by WSP Canada Inc., dated January 31, 2024. 7) Heritage Impact Assessment, Report TR22-01, prepared by Contentworks Inc., dated December 13, 2022. 8) Design Brief, prepared by Fotenn Planning + Design, dated December 2022. 9) Draft Plan of Subdivision Survey, prepared by Annis, O'Sullivan, Vollebekk Ltd., dated December 12, 2024. 10) Fluvial Geomorphic Assessment, prepared by WSP, dated December 22, 2022. 11) Pedestrian Level Wind Study, prepared by Gradient Wind, dated December 22, 2022. 12) Roadway Traffic & Aircraft Noise Feasibility Assessment, prepared by Gradient Wind, dated December 22, 2022. 13) Transportation Impact Assessment, prepared by Parsons, dated December 15, 2023. 14) Transportation Impact Assessment Addendum No. 1, prepared by Parsons, dated June 7, 2024. 15) Shadow Study, prepared by Hobin Architects, dated December 2022. 16) Development massing views, prepared by Hobin Architects, dated November 10, 2022. 	
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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 Agencyⁱ</u>
		<u>General</u>	
1.	G1	Prior to the issuance of a Commence Work Notification, the Owner shall obtain such permits as may be required from Municipal or Provincial authorities and shall file copies thereof with the General Manager, Planning, Development and Building Services Department.	OTTAWA Planning
2.	G2	<p>Prior to commencing construction, the Owner shall enter into a subdivision agreement with the City. The subdivision agreement shall, among other matters, require that the Owner post securities in a format approved by the City Solicitor, in an amount of 100% of the estimated cost of all works, save and except non-municipal buildings.</p> <p>The aforementioned security for site works shall be for works on both private and public property and shall include, but not be limited to, lot grading and drainage, landscaping and driveways, roads and road works, road drainage, underground infrastructure and services (storm, sanitary, watermains), streetlights, stormwater management works and park works.</p> <p>The amount secured by the City shall be determined by the General Manager, Planning, Development and Building Services Department, based on current City tender costs, which costs shall be reviewed and adjusted annually. Securities for on-site works may be at a reduced rate subject to the approval of the General Manager, Planning, Development and Building Services Department.</p> <p>Engineering, Inspection and Review fees will be collected based on the estimated cost of the works (+HST) and a park review and inspection fee</p>	OTTAWA Planning

		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.	
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 ground improvements until such time as a pre-construction meeting has been held with Planning, Development and Building Services Department staff and until the City issues a Commence Work Notification.	OTTAWA Planning
		<u>Zoning</u>	
7.	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
8.	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>	
9.	RM1	The Owner shall pay all expenses associated with all works related to roadway modifications that are attributed to the Owner as identified in the road modification approval report (RMA-2023-TPD-069) referenced in Schedule “E” hereto, and shall provide financial security in the amount of 100% of the cost of implementing these works. The Owner and City of Ottawa funded portions of the works identified in the road modification report are detailed in the Appendices of the Transportation Impact Assessment Addendum No. 1.	OTTAWA Planning
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.	RM4	The Owner agrees to complete all road modifications required to accommodate this development, as identified in the road modification approval report (RMA-2023-TPD-069) referenced in Schedule “E” hereto, and further acknowledges and agrees that it is responsible for a portion of the road modification costs as defined within RMA-2023-TPD-069.	OTTAWA Planning Transpo Plg
12.	RM6	<p>The Owner acknowledges and agrees that the intersection of Riverside Drive and Street No. 1 shall be signalized before an occupancy permit is received for apartment blocks 38, 39, 40, or 41.</p> <p>In the interim, the Owner agrees that Street No. 1 will function as a stop-controlled intersection only at Riverside Drive. The interim intersection modifications are to include additional improvements along Riverside Drive to be funded by the City, as outlined in RMA-2023-TPD-069.</p> <p>The interim intersection, additional improvements as outlined above, and ultimate intersection signalization, will be designed and constructed to the satisfaction of the General Manager, Planning, Development and Building Services Department.</p>	OTTAWA Planning
13.	RM7	Where traffic calming is identified in the geometric roadway design drawings, the Owner acknowledges and agrees to implement traffic calming measures on roads within the limits of their subdivision to limit	OTTAWA Planning

		<p>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 policies related to Design Priority Areas); • pavement markings/signage; and • temporary/seasonal installations such as flexi posts or removable bollards. 	
		<u>Highways/Roads</u>	
14.	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
15.	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
16.	HR3	The Owner shall provide for temporary turnarounds for all streets terminating at the edge of any phase of development, prior to registration of the Plan. The Owner agrees that it will convey to the City at no cost any temporary easements that may be required in order to establish the temporary turnarounds. For any portion of the temporary turn-around easements that do not form part of the permanent road allowance, the easements shall be released at the expense of the Owner when the easements are no longer required by the City.	OTTAWA Planning

17.	HR4	The Owner shall convey to the City, at no cost to the City, an unencumbered road widening along Riverside Drive, adjacent to the subdivision lands, in accordance with the Official Plan. The required widening shall be illustrated on the Draft M-Plan and Final Plan of Subdivision as a dimension from the existing centerline of the public highway to the required widened limit. If it is determined that a widening is not required, the Owner's Surveyor shall illustrate the distance from the existing centerline of the Public Highway to the existing road limit on the Draft M-Plan and the Final Plan of Subdivision. All of which will be to the satisfaction of the City Surveyor.	OTTAWA Planning Surveys
18.	HR6	The Owner shall provide site triangles at the following locations on the final plan: <ul style="list-style-type: none"> • <i>Intersection of Street 1 and Riverside Drive: 5m x 5m</i> • <i>Intersection of Street 1 / Street 4 and Street 2 / Street 3: 5m x 5m</i> • <i>All other Local Road to Local Road intersections: 3m x 3m</i> 	OTTAWA Planning Legal
19.	HR8	Where traffic lights are required to facilitate the proposed development, according to the approved transportation analysis and studies (Transportation Impact Assessment - Parsons, Dated December 15, 2023, Addendum No. 1 Memorandum - Parsons, Dated June 07, 2024), 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 required traffic lights are to be located at the following locations: <ul style="list-style-type: none"> • <i>Riverside Drive and Street No. 1</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.	HR10	The Owner acknowledges that should the plan be registered in phases; the first phase of registration shall include: <ul style="list-style-type: none"> • <i>Lots 1-24, Blocks 25-37, 42-56</i> 	OTTAWA Planning
22.	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
23.		The design of all roads and intersections shall be to the satisfaction of the General Manager, Planning, Infrastructure and Economic Development.	OTTAWA Planning

24.		<p>The Owner shall, at the Owner's expense, make arrangements for the City to provide and install all permanent street name signs in accordance with the Addressing By-law and City Specifications or Standards.</p> <p>The City shall install all permanent pavement markings that may be required within the Subdivision, or related to the subdivision, at the cost of the Owner. The Owner shall provide for, install and maintain at its expense, all temporary pavement markings.</p> <p>The City will apply the final pavement markings on the top lift of asphalt where applications are scheduled between May 15 and November 15. Before May 15 or after November 15 the contractor is responsible for applying the final markings. The contractor, at all times, is responsible for applying and removing any temporary pavement markings required during construction, as well as installing all markings (including final markings) applied on base course asphalt.</p>	OTTAWA Planning
25.	HR12	Where land has been dedicated for road widening purposes as part of the planning process, where the Owner receives no financial compensation or in-kind consideration in exchange for the widening, and where the City deems that the land is no longer required for that purpose, the lands may be conveyed back to the original Owner, or its successor in title, for \$1.00. The Owner shall be responsible for all costs to complete said conveyance, including administrative fees, unless otherwise determined by the General Manager, Planning, Development and Building Services Department.	OTTAWA Planning
26.	HR15	The Owner acknowledges that the construction of buildings may be restricted on certain lots and/or blocks until such time as road connections are made so that snow plow turning and garbage collection can be implemented.	OTTAWA Planning
		<u>Geotechnical</u>	
27.	GT1	<p>Where special soils conditions exist, which is to be determined following the ground improvement program, the Owner covenants and agrees that the following clause shall be incorporated into all agreements of purchase and sale for Lots impacted 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> <p>(a) a geotechnical engineer licensed in the Province of Ontario to approve any proposal or design for a swimming pool installation or other proposal requiring an additional building permit on this lot prior to applying for a pool enclosure permit or installing the pool; and</p>	OTTAWA Planning

		<p>(b) the Owner to submit a copy of the geotechnical engineer's or geoscientists report to the General Manager, Planning, Development and Building Services Department at the time of the application for the pool enclosure or additional building permit.</p> <p>The Owner also acknowledges that said engineer or geoscientist will be required to certify that the construction has been completed in accordance with his/her recommendation and that a copy of the certification or report will be submitted to the General Manager, Planning, Development and Building Services Department.</p>	
28.	GT2	<p>The Owner shall submit an updated geotechnical report prepared in accordance with the City's Geotechnical Investigation and Reporting Guidelines and/or Slope Stability Guidelines for Development Applications by a geotechnical engineer or geoscientist, licensed in the Province of Ontario, containing detailed information on applicable geotechnical matters and recommendations to the satisfaction of the General Manager, Planning, Real Estate and Economic Development which include, but are not limited to:</p> <ul style="list-style-type: none"> a) existing sub-surface soils, groundwater conditions; b) slope stability (including an assessment during seismic loading) and erosion protection, in addition to any building construction requirements adjacent to unstable slope; c) clearly indicate orientation of any cross-sections used in slope stability analysis and location of center of the slip circle; d) grade raise restrictions on the site and, if appropriate, the impacts this will have on the slope stability; e) design and construction of underground services to the building, including differential settlement near any buildings or structures; f) design and construction of roadway, fire routes and parking lots; g) design and construction of retaining walls and/or slope protection; h) design and construction of engineered fill; i) design and construction of building foundations; j) site dewatering; k) design and construction of swimming pools; l) design and construction of park blocks for its intended uses; and m) in areas of sensitive marine clay soils 	OTTAWA Planning
29.	GT3	<p>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.</p> <p>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</p>	OTTAWA Planning

		<p>soils and how it will impact street tree planting and potentially front yard setbacks:</p> <ul style="list-style-type: none"> i. Shear Vane analysis including remolded values per ASTM D2573. ii. Atterberg Limit testing per ASTM D4318; with the following data clearly identified, Natural water content (W), Plastic Limit (PL), Plasticity Index (PI), Liquidity Index (LI), and Activity (A). iii. Shrinkage Limit testing per ASTM D4943 with Shrinkage Limit (SL). iv. A separate section within the geotechnical report on sensitive marine clay soils, which will include a signed letter and corresponding map that confirms the locations of low, medium sensitivity (generally <40% plasticity) or high sensitivity clay soils (generally >40% plasticity), as determined by the above tests and data. v. The report identifies that foundation walls are to be reinforced at least nominally, with a minimum of two upper and two lower 15M (rebar size) bars in the foundation wall. <p>c) In locations where all six conditions in the Tree Planting in Sensitive Marine Clay Soils – 2017 Guidelines cannot be met (e.g. if soils are generally >40% plasticity) the 2005 Clay Soils Policy will apply, meaning only small, low-water demand trees can be planted at a minimum separation distance of 7.5m from a building foundation. In these cases, the Zoning By-law will be used to ensure sufficient front yard setbacks to accommodate street trees in the right-of-way. For example, if street trees are planted in the right-of-way at a distance of 2m from the front lot line, then the minimum front yard setback would be 5.5m (7.5m – 2m).</p>	
30.	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
31.		<p>Prior to early servicing or registration of the subdivision agreement, the Owner acknowledges and agrees to implement the recommendations from the Gemtec Consulting Engineers and Scientists peer review, File: 100008.025-Rev0, dated December 7, 2023. In particular:</p> <ul style="list-style-type: none"> • Site Class: <ul style="list-style-type: none"> ○ Complete MASW testing after the ground improvement program has been completed to re-confirm that Site Class D can still be achieved. • Support for Roadways and Services: 	OTTAWA Planning

		<ul style="list-style-type: none"> ○ Provide the City with the proposed consolidation program and technical support on the expected settlement to confirm that the limits are acceptable to the City prior to commencement of work. ○ Provide the City with all quality control and assurance testing records to confirm the required improved soil properties have been achieved. 	
32.		The Owner acknowledges and agrees to update the Geotechnical Report to include a geotechnical and slope stability analysis or implementation report to address the design and construction of the proposed 975mm diameter storm sewer outlet to from the limits of the proposed development to the Kimberwick SWM Pond.	OTTAWA Planning
33.		The Owner acknowledges and agrees that in addition to the Geotechnical Considerations identified in Section 7.0 of the geotechnical report, experienced geotechnical personnel shall be on site at all times throughout the ground improvement program.	OTTAWA Planning
34.		<p>The Owner agrees and acknowledges that prior to any site works (including a ground improvement program) to offer a Pre-Inspection Survey carried out by a Professional Engineer licensed in the province of Ontario that includes seismic monitoring. Seismic monitoring shall be kept in place until building foundations have been installed. Such Pre-Inspection Survey shall be prepared for all buildings or parking structures within 75 metres of the location where works may occur. The standard inspection procedure shall include the provision of an explanatory letter to the owner(s) or occupant and owner with a formal request for permission to carry out an inspection.</p> <p>The Pre-Inspection Survey shall include, as a minimum, the following information:</p> <ul style="list-style-type: none"> a) Type of structure, including type of construction. b) Location identification and description of existing differential settlements, including visible cracks in walls, floors, and ceiling, including a diagram, if applicable, room-by-room. All other apparent structural and cosmetic damage or defect must also be noted. Defects shall be described, including dimensions, wherever possible. c) Photographs or video as necessary for recording areas of significant concern. d) A copy of the Pre-Inspection Survey shall be provided to the owner of that residence or property upon request. 	OTTAWA Planning

		<u>Pathways, Sidewalks, Walkways, Fencing, and Noise Barriers</u>	
35.	S1	The Owner acknowledges and agrees that all pathways, sidewalks, walkways, fencing, and noise barriers, with the exception of Multi-Use Pathways discussed elsewhere in conditions 43, 51, 93 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.	
36.	S3	<p>The Owner agrees to design and construct a 2.0-metre sidewalk on the west and north side of Street No. 1 and 2.0-metre-wide sidewalks at the following locations:</p> <ul style="list-style-type: none"> • Both sides of Street No. 4 • Outside of Street No. 3 • East side of Street No. 2 • Outside of cul-de-sac at north end of Street No. 3 • East side of Street 3 between Street No. 2 and cul-de-sac 	OTTAWA Planning
37.	S4	<p>The Owner agrees to design and construct, fully accessible, 3.0-metre-wide paved pathways with a maximum longitudinal slope of 5% and related works through the length of the public lands, as identified on approved Draft Plan at in the following locations:</p> <ul style="list-style-type: none"> • From the cul-de-sac on Street No. 3 through Block 46 • Block 37 	OTTAWA Planning
38.	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"> • North side of Block 37 where there is no noise barrier • South side of Block 37 • North and south sides of block 33 <p>All chain link fencing that separate public lands and residential lots and blocks shall have a maximum opening (the diamond shape area) of no greater than 37 mm in order to comply with the applicable part of the "Pool Enclosure By-Law".</p> <p>b) The Owner agrees that any vinyl-coated chain link fence required to be installed with the exception of parks fencing shall be located a minimum of 0.15 metres inside the property line of the private property.</p>	OTTAWA Planning
39.	S7	<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"> • between block 46 and lot 17 	OTTAWA Planning Parks

		<ul style="list-style-type: none"> • Between block 52 and blocks 41-45 • Between block 53 and Lots 1-17 • Between blocks 34-36 and Environmental Protection Lands where there is no noise barrier • Between Block 38 and Environmental Protection Lands <p>All chain link fencing that separate public lands and residential lots and blocks shall have a maximum opening (the diamond shape area) of no greater than 37 mm in order to comply with the applicable part of the "Pool Enclosure By-Law".</p> <p>b) The Owner agrees that any vinyl-coated chain link fence required to be installed with the exception of parks fencing shall be located a minimum of 0.15 metres inside the property line of the park. Refer to Parks condition 63 (P12) for details.</p>	
40.	S9	<p>a) The Owner agrees to design and erect at no cost to the City, noise attenuation barriers in accordance with City specifications at the following locations:</p> <ul style="list-style-type: none"> • Rear property line of units 64-68 (Blocks 35 and 36) • South side of rear yard of unit 68 (Block 36) <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
41.	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 Others 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
42.	S11	<p>The Owner agrees to clear and grade Block 53, 54 and 56 to a maximum longitudinal and cross slope of 5% and a minimum width of 6.0 metres. The Owner further agrees that best efforts should be made to provide rough grade of 5% longitudinal and cross slope along the route of the sanitary sewer south of the site.</p>	
43.	S12	<p>The Owner shall include a clause in each Agreement of Purchase and Sale and shall be registered as a notice on title in respect of Blocks 34, 35,</p>	

		36, 38, and lots 1 to 17 (inclusive), which shall provide notification to all purchasers of lands within the Subdivision that a multi-use pathway may be constructed in future behind the noted Blocks and Lots.	
44.	S13	<p>The Owner shall construct a pedestrian connection, from Street No. 3 to Riverside Drive within the right-of-way of Street No. 1, along the northern edge of Block 40. The pedestrian connection shall be AODA compliant, 1.5 metre wide with concrete material, publicly owned and maintained by the City through out the year. This pedestrian connection shall be provided through the Site Plan Control process of Block 40, or at an earlier date as mutually agreed by the City and the Owner.</p> <p>In lieu of the above, the Owner may elect to provide a pedestrian connection through one of block 38, 39, or 40 from Street No. 3 to the intersection of Riverside Drive and Hunt Club Road or either Hunt Club Road or Riverside Drive. This connection shall be provided through the development of that site via the Site Plan Control process, or an earlier date as mutually agreed by the City and the Owner.</p>	
	S14	The Owner shall design and construct a connection to the existing maintenance access road in Block 48, from Street No. 3 to the Environmental Lands across Block 33, Block 47, Block 48, and Block 53 of the draft plan of survey and the City of Ottawa's land PIN 04053-0576 and in conformance with easement OC689199 in favour of the Ottawa Hunt and Golf Club.	
		<u>Landscaping/Streetscaping</u>	
45.	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.</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</p>	OTTAWA Planning Forestry

		adequate soil volumes in accordance with the subject guidelines shall be provided by a Landscape Architect prior to zoning approval. All of the aforementioned are to the satisfaction of the General Manager, Planning, Development and Building Services Department.	
46.	LS2	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). 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). 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.	OTTAWA Planning Forestry
		<u>Tree Conservation</u>	
47.	TC1	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. 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.	OTTAWA Planning
48.	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
49.		The Owner agrees to erect tree protection fencing around the following trees 001, 002, 14, and 17 as identified within the Environmental Impact Statement and Landscape Plan with Notable Trees listed in Schedule E, and further agrees to have this fencing inspected by the planning forester prior to any site works.	Ottawa <u>Forestry</u>
50.		The Owner agrees that notable trees will be protected through construction as city approved plans permit.	Ottawa Forestry

		<u>Gateway Features</u>	
51.	GF1	<p>The Owner acknowledges and agrees that if a Community Gateway Feature is proposed at the southwest corner of Riverside Drive and Street 1, it shall be designed, constructed and certified by a qualified professional and shall be in accordance with the City's Design Guidelines for Development Application Gateway Features, applicable by-laws and policies.</p> <p>Prior to the earlier of registration or installation, the Owner shall deposit security to meet the on-going maintenance obligations of the Feature(s) by the Owner for a one-year period after the construction of the Feature. The security will not be reduced or released until the expiration of the one-year period and until the time a certification by a qualified professional confirming that the Feature is constructed in accordance with the Guidelines and approved plans and is in a good state of repair is provided. During the warranty period, the Owner shall be solely responsible for the on-going upkeep and maintenance of the Gateway Feature(s).</p> <p>The Owner shall, prior to registration, make a financial contribution (+HST) to the "Maintenance Fund" in accordance with the City's Design Guidelines for Development Application Gateway Features.</p> <p>All of the aforementioned are to the satisfaction of the General Manager, Planning, Development and Building Services Department.</p>	OTTAWA Planning
		<u>Parks</u>	
52.	P1	<p>The parkland dedication requirement for the proposed Phase 1 Subdivision registration has been calculated at the rates established for residential purposes in Parkland Dedication By-law 2022-280 for a parkland conveyance requirement of approximately 0.128 hectares. The Owner acknowledges and agrees that the proposed Phase 1 Subdivision registration has been assumed to exclude Blocks 38, 39, 40 and 41. The Owner further acknowledges and agrees that cash-in-lieu of parkland conveyance will be required for the proposed development of Blocks 38, 39, 40 and 41 prior to the registration of the future site plan agreements for each block. In the event that the number of net residential units changes or the proposed land uses change within the proposed Phase 1 Subdivision registration, and/or the Parkland Dedication By-law is amended prior to the registration of the Phase 1 Subdivision agreement, the required parkland dedication requirement may also change. The area of required parkland dedication has been calculated as follows:</p> <p>Table 1: Estimated Parkland Dedication Requirement.</p>	OTTAWA Parks

		Proposed Use	Number of Net Residential Units	Gross Land Area	Parkland Dedication Rate	Parkland Conveyance Requirement¹	Cash-in-lieu of Parkland Dedication Conveyance	
Proposed Phase 1 Subdivision Registration (excludes Blocks 38, 39, 40 and 41)								
		Single-detached dwellings	24	N/A	1 ha per 600 net residential units	0.040 ha		
		Town-homes	53	N/A	1 ha per 600 net residential units	0.088 ha		
		Total	77	N/A		0.128 ha		
Future Site Plan Control Applications								
		Block 38 Apartment dwelling units, mid-rise	To be determined at time of the future site plan control application	To be determined at time of the future site plan control application	To be determined at time of the future site plan control application		To be determined at time of the future site plan control application	
		Block 39, Apartment dwelling units, high-rise	To be determined at time of the future site plan control application	To be determined at time of the future site plan control application	To be determined at time of the future site plan control application		To be determined at time of the future site plan control application	
		Block 40, Apartment dwelling units, high-rise	To be determined at time of the future site plan control application	To be determined at time of the future site plan control application	To be determined at time of the future site plan control application		To be determined at time of the future site plan control application	
		Block 41 Apartment dwelling units, high-rise	To be determined at time of the future site plan control application	To be determined at time of the future site plan control application	To be determined at time of the future site plan control application		To be determined at time of the future site plan control application	
¹ Limit on conveyance percentage under subsection 51.1 (3.4) of the <i>Planning Act</i> if the land included in the plan of subdivision is greater than 5 ha in area = 15% of the land area = 15% x 8.158 ha = 1.224 ha								
53.	P2	a) In accordance with the <i>Planning Act</i> and the City of Ottawa Parkland Dedication By-law, the Owner shall convey Park Block 46 and Park Block 52 to the City. The Owner agrees that only the parts of Park Block 46 and Park Block 52 that are not encumbered by easements						OTTAWA Parks

		<p>shall be credited as parkland dedication in accordance with Parkland Dedication By-law No. 2022-280. The Owner agrees that the Park Blocks on the Final 4M-Plan shall exclude all lands required for the proposed multi-use pathway alignment for the Rideau River Eastern Pathway, to the satisfaction of the General Manager, Recreation, Cultural and Facility Services Department. The Owner further agrees that the Park Blocks on the Final 4M-Plan shall exclude all lands encumbered by a watermain easement in favour of the Ottawa Hunt and Golf Club unless accepted by the General Manager, Recreation, Cultural and Facility Services. The Owner agrees that the City will accept an unencumbered area of approximately 0.197 ha of Park Block 46 and Park Block 52 as parkland dedication under Parkland Dedication By-law No. 2022-280. The size and configuration of Park Block 46 and Park Block 52 on the Final Plan shall be to the satisfaction of the General Manager, Recreation, Cultural & Facility Services.</p> <p>b) It is expressly acknowledged and agreed by the Parties that the conveyance of Park Block 46 and Park Block 52 represent an over-dedication of approximately 0.069 hectares of parkland for the proposed Phase 1 Subdivision registration. The Owner further agrees that the unencumbered areas of Park Block 46 and Park Block 52 and the final area of parkland over-dedication shall be confirmed prior to the registration of the Phase 1 Subdivision agreement, to the satisfaction of the General Manager, Recreation, Cultural and Facility Services.</p> <p>c) The Parties agree that the over-dedication of parkland from the Phase 1 Subdivision registration shall be credited against the cash-in-lieu of parkland conveyance requirement(s) for the future site plan application(s) for Blocks 38, 39, 40 and/or 41. The Parties acknowledge and agree that the credit shall be applied in descending order to Block 41, 40, 38 and then 39. The Parties further acknowledge and agree that the order to apply the parkland dedication credit may be revised in the subdivision agreement(s) that corresponds with the registration of Blocks 38, 39, 40 and/or 41 if agreed to by the Owner and the General Manager, Recreation, Cultural and Facility Services.</p>	
54.	P3	All Owner obligations associated with the Park Block(s) must be completed to the satisfaction of the General Manager, Recreation, Cultural and Facility Services Department within two years of registration of the Subdivision Agreement.	OTTAWA Parks
55.	P4	The Owner acknowledges and agrees that no stormwater management facilities, encumbrances such as retaining walls, utility lines or easements	OTTAWA Parks

		of any kind shall be located on, or in front of, dedicated park blocks without the written approval of the General Manager, Recreation, Cultural and Facility Services Department.	
56.	P5	The Owner acknowledges and agrees that any encumbrances which are not solely for the benefit of the park, such as retaining walls, utility lines or easements of any kind on lands, or portion thereof encumbering the design and function of future Park Block 46 and Park Block 52 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. Additionally, the contemplated Multi-Use Pathway connection from the cul-de-sac on Street No. 3 through Park Block 46 to Multi-Use Pathway Block 53, and related infrastructure, shall not be considered an encumbrance with respect to this condition.	OTTAWA Parks
57.	P6	The Owner agrees Park Block 46 and Park Block 52 must be fully developable for their 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, will be undertaken by the Owner. For the purpose of this condition, the park uses shown on the Landscape Concept Plan prepared for the Subdivision by CSW including the pathways and landscaping are generally reflective of the range of uses that are contemplated for development within Park Block 46 and Park Block 52. The Owner is solely responsible for the costs of any necessary mitigation measures. All of the aforementioned are to the satisfaction of the General Manager, Recreation, Cultural and Facility Services Department.	OTTAWA Parks
58.	P7	The Owner may remove vegetation, trees and topsoil from the Park Block(s) to facilitate rough grading of the area only after tree protection fencing has been installed to the satisfaction of the General Manager, Recreation, Cultural and Facility Services Department, and the Owner has obtained a tree permit for removal of the tree(s), as required. The Owner agrees that the Owner may stockpile the topsoil either on or off the park(s). If the removal of the native topsoil is required, the Owner agrees to provide replacement topsoil at a sufficient depth and quality for the park(s) as per City Standards for park topsoil. All work shall proceed in accordance with the applicable By-laws.	OTTAWA Parks
59.	P8	a) Any fill imported to Park Block 46 and Park Block 52 must be conducted in accordance with O. Reg. 406/19: On-site and Excess Soil Management, 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	OTTAWA Planning Parks

		<p>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>b) Copies of all records related to all soils imported to the future park areas must be provided to the City.</p>	
60.	P9	<p>It is the responsibility of the Owner to fill and rough grade Park Block 46 and Park Block 52 where necessary, 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. 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>	
61.	P10	<p>The Owner shall, to the satisfaction of the General Manager, Recreation, Cultural and Facility Services Department:</p> <ul style="list-style-type: none"> a) rough grade and fine grade Park Block 46 and Park Block 52, where necessary, in accordance with the approved subdivision grading and drainage plans, to match the adjacent design grades; b) supply and install a minimum 150mm depth of top soil; and c) sod or mechanically seed the parkland to establish a clean and maintainable surface. <p>The work shall be undertaken in accordance with the applicable City specifications including Section 32 91 19 13 Topsoil Placement and Grading, Section 32 92 19 13 Mechanical Seeding, and Section 32 92 23 Sodding. The Owner shall be responsible for watering of the seeded or sodded areas and the grass shall be sufficiently established and shall receive two cuts prior to City assuming the parkland, to the satisfaction of the General Manager, Recreation, Cultural and Facility Services Department. No storage of building materials, including granular and topsoil, will be permitted on the parkland after the City assumes the parkland.</p> <p>All works and design drawings for the parkland are subject to the approval of the General Manager, Recreation, Cultural and Facility Services Department and the General Manager, Planning, Infrastructure and Economic Development Department.</p>	
62.	P11	Unless otherwise specified the Owner shall provide the following services	OTTAWA

		<p>and utilities to all Park Blocks:</p> <ul style="list-style-type: none"> a) Electrical conduit(s) and pull cord(s) to facilitate the installation of a future 120/240 volt, 200 amperes single phase hydro service from Street No. 1 at 2m inside Park Block 52 in proximity to the proposed parking lot driveway for the park, to the satisfaction of the General Manager, Recreation, Cultural and Facility Services Department. The Owner is also responsible to ensure the park electricity service(s) conduits are included on the approved CUP drawings. b) A 300mm diameter storm sewer(s) and CB/MH(s) at 2m inside Park Block 46 and Park Block 52, or other storm water infrastructure to provide adequate drainage from Park Block 46 and Park Block 52, to the satisfaction of General Manager, Recreation, Cultural and Facility Services Department and the General Manager, Planning, Development and Building Services Department. 	Planning Parks
63.	P12	<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 residential lots and other lots which abut Park Blocks. Fences shall be installed 0.15m on the private property side of the common property line due to the presence of an existing watermain easement (Instrument No. C689199) located on the park side of the common property line. 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>The Owner further agrees to remove the existing chain link fencing that the Owner previously installed along the south and west boundaries of Uplands Riverside Park and to reinstate all areas of the park that are damaged or disturbed during the fence removal, to the satisfaction of the General Manager, Recreation, Cultural and Facility Services.</p>	OTTAWA Parks
64.	P13	<p>No access from private property to passive public property will be allowed. The Owner shall place the following clause in each Agreement of Purchase and Sale and shall be registered as a notice on title in respect of all Lots and Blocks:</p> <p>"The Transferee for himself, his heirs, executors, administrators, successors and assigns acknowledges being advised that gates accessing public property are not permitted in the fences."</p>	OTTAWA Parks

65.	P14	<p>The Owner shall include a clause in each Agreement of Purchase and Sale and shall be registered as a notice on title in respect of all Lots and Blocks which shall provide notification to all purchasers of lands within the Subdivision that parkland within this subdivision and/or already existing in the vicinity of the subdivision may have:</p> <ul style="list-style-type: none"> a) active hard surface and soft surface recreational facilities b) active lighted sports fields and other lit amenities c) recreation and leisure facilities 	OTTAWA Parks
66.	P15	<p>The Owner acknowledges and agrees that, following registration of this agreement, all Park Blocks will be transferred to the City. Notwithstanding said transfer, the Owner acknowledges and agrees that, prior to the assumption of Park Block 46 and Park Block 52 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 complete the works within Park Block 46 and Park Block 52 pursuant to the terms of this agreement including the works described in Conditions 58 (P7), 59 (P8), 60 (P9), 61 (P10), 62 (P11), 63 (P12) and 67 (P16).</p>	OTTAWA Parks
67.	P16	<p>The Owner acknowledges and agrees to erect on the park block(s) at a location selected by the General Manager, Recreation, Cultural and Facility Services a professionally painted sign indicating:</p> <p style="text-align: center;"> Future Parkland No Dumping No Removal of soils or Vegetation All at the expense of the Owner </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>	OTTAWA Parks
68.	P17	<p>Upon registration of the subdivision and transfer of ownership of the park block to the city, the Owner agrees to provide:</p> <ul style="list-style-type: none"> • a certificate of insurance that names the City of Ottawa as Additional Insured, and • a letter of credit which covers the full amount of the park 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 in Park Block 46 and Park Block 52. All is to the satisfaction of the General Manager of Recreation Culture and Facility Services,</p>	OTTAWA Parks

69.	P18	Before carrying out any construction within Uplands Riverside Park or Riverwood Park, the Owner must obtain, at the Owner's expense, a License of Occupation (LOO) or a Consent to Enter (CTE) from the City's Corporate Real Estate Office. The LOO or CTE will outline in detail the insurance requirements, extent of area permitted, permitted use, duration, compensation and conditions to the satisfaction of the General Manager, Recreation, Cultural and Facility Services. The Owner will indemnify the City against any claim during any interim use of or work carried out by the applicant on the park(s), to the satisfaction of the General Manager, Recreation, Cultural and Facility Services.	
70.	P19	The Owner agrees that the final location of all storm sewers, sanitary sewers and related infrastructure proposed within Riverwood Park, Uplands Riverside Park and Park Block 46 shall be to the satisfaction of the General Manger, Recreation, Cultural and Facility Services Department and the General Manager, Planning, Development and Building Services Department.	
71.	P20	Prior to the registration of the Subdivision Agreement, the Owner shall pay \$214,500.00 plus HST towards the cost of the development of recreational facilities in accordance with the Agreement of Purchase and Sale between the City and the Owner, such funds to be deposited in the City's Account No. 909600 for the Uplands Riverside Pathway & Park projects.	
		<u>Environmental Constraints</u>	
72.	EC1	The Owner shall prepare an Integrated Environmental Review and/or an Environmental Impact Statement, in accordance with the policies of the Official Plan, to the satisfaction of the General Manager, Planning, Development and Building Services Department.	OTTAWA Planning CA
73.	EC2	The Owner agrees that prior to registration, early servicing, or other works that would alter the vegetative characteristics of the site, the Owner shall have the environmental impact statement updated as necessary to reflect the final plan as approved, and to address any changes to the anticipated impacts and recommended mitigation measures that may be required as a result of changes to the draft plan, changes in the regulatory context with respect to species at risk, or changes in the known environmental context of the site. This update shall be to the satisfaction of the General Manager, Planning, Development and Building Services Department.	OTTAWA Planning
74.	EC3	The Owner acknowledges and agrees that the construction of the subdivision shall be in accordance with the recommendations of Environmental Impact Statement, prepared by Kilgour & Associates, version 1, dated September 29 th , 2023.	OTTAWA Planning CA

75.	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
76.	EC5	The Owner acknowledges that the Rideau River is subject to the Rideau Valley Conservation Authority's "Development, Interference with Wetlands and Alterations to Shorelines and Watercourses" regulation, made under Section 28 of the Conservation Authorities Act, R.S.O. 1990, c. C.27, as amended. The regulation requires that the Owner of the property obtain a permit from the Conservation Authority prior to straightening, changing, diverting, or interfering in any way with any watercourse. Any application received in this regard will be assessed within the context of approved policies for the administration of the regulation.	OTTAWA Planning CA
77.	EC7	The Owner shall erect protective fencing and sediment and erosion control measures along the setback perimeter of the Rideau River prior to any site preparation works within the Subdivision to ensure no disturbance of the watercourse during construction to the satisfaction of the Rideau Valley Conservation Authority. These measures shall be maintained in good working order until the site has stabilized, after which any such measures that are not permanent shall be removed in a manner that minimizes disturbance to the site.	OTTAWA Planning CA
78.	EC8	The Owner acknowledges that any proposed works on or adjacent to the Rideau 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
79.	EC9	The Owner shall complete the DFO Self-Assessment process and provide the City and the Rideau Valley Conservation Authority with a copy of the completed Request for Review. The Owner acknowledges that should the results of the Self-Assessment indicate that serious harm to fish cannot be avoided, then the proponent must implement the appropriate measures to avoid, mitigate, or offset harm to fish and fish habitat, including aquatic species at risk.	OTTAWA Planning CA
80.	EC11	The Owner shall convey, at no cost to the City, the following lands: Blocks 47, 48, 53, 54, 55, and 56 comprising the Urban Natural Feature and the associated setback. Final configuration of the Blocks shall be to the satisfaction of the General Manager, Planning, Development and Building Services Department. These lands shall not be credited towards determining parkland dedication requirements.	OTTAWA Planning CA
81.	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	OTTAWA Planning CA

		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.	
		<u>Record of Site Condition / Contaminated Soil</u>	
82.	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>Archaeology</u>	
83.	ARC1	<p>Where the Owner is required to undertake an archaeological assessment:</p> <ul style="list-style-type: none"> i. The Owner acknowledges having been required to retain a licensed consultant archaeologist to undertake an archaeological assessment of the entire property, including 1:10,000 scale mapping, "Archaeological Site Record" and report(s); ii. The Owner agrees to implement the recommendations of the approved assessment, including mitigation, through preservation or removal and documentation of archaeological resources; and iii. The Owner agrees that no site works shall take place until any archaeological resource conservation concerns have been addressed. <p>All of the above noted conditions shall be to the satisfaction of the Ministry of Tourism and Culture and the General Manager, Planning, Development and Building Services Department.</p>	OTTAWA Planning MTCS (Ministry provides written clearance to the City prior to registration, usually at the request of the applicant.)
		<u>Stormwater Management</u>	
84.	SW1	The Owner shall provide any and all stormwater reports that may be required by the City for approval prior to the commencement of any works in any phase of the Plan of Subdivision. Such reports shall be in accordance with any watershed or subwatershed studies, conceptual stormwater reports, City or Provincial standards, specifications and guidelines. The reports shall include, but not be limited to, the provision of erosion and sedimentation control measures, implementation or phasing	OTTAWA Planning CA

		<p>requirements of interim or permanent measures, and all stormwater monitoring and testing requirements.</p> <p>All reports and plans shall be to the satisfaction of the General Manager, Planning, Development and Building Services Department.</p>	
85.	SW2	<p>(a) Prior to the commencement of construction of any phase of this Subdivision (roads, utilities, any off site work, etc.) the Owner shall:</p> <ul style="list-style-type: none"> i. have a Stormwater Management Plan and an Erosion and Sediment Control Plan prepared by a Professional Engineer in accordance with current best management practices; ii. (if appropriate) provide all digital models and modelling analysis in an acceptable format; iii. have said plans approved by the General Manager, Planning, Development and Building Services Department, and iv. provide certification through a Professional Engineer licensed in the province of Ontario that the plans have been implemented. <p>(b) All submissions and any changes made to the Plan shall be submitted to the satisfaction to the City and the Rideau Valley Conservation Authority.</p> <p>(c) The Owner shall implement an inspection and monitoring plan to maintain erosion control measures.</p>	OTTAWA Planning CA
86.	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
87.	SW4	a. The Owner acknowledges and agrees that the City shall not assume the stormwater management treatment unit (oil and grit separator unit) until a minimum of 80% of the tributary area of the treatment unit 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 treatment unit, for the purpose of ensuring maintenance is completed in accordance with the approved manufacturer's recommendations, and in accordance with the Ministry of the Environment's Environmental Compliance Approval(s). All of aforementioned are to the satisfaction of the General Manager, Planning, Development and Building Services Department.	OTTAWA Planning
88.	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	OTTAWA Planning

		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.	
89.	SW7	<p>The Owner covenants and agrees that, where applicable, 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
90.	SW9	The Transferee, for themselves, their heirs, executors, administrators, successors and assigns covenants and agrees to insert a clause in agreements of purchase and sale for the Lots/Blocks listed below that the Purchaser/Lessee is responsible to maintain conveyance of surface flow over the rear and/or side of their lot, and maintain sub-surface drainage infrastructure, where applicable, 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
		<u>Kimberwick Stormwater Management Facility</u>	
91.	SW10	The Owner agrees to enter into an agreement with the City of Ottawa to remove accumulated sediment from the forebay of the existing Kimberwick Stormwater Management Facility in coordination with construction of the proposed subdivision works. The City of Ottawa shall be responsible for 100% of the cost of this work, subject to the scope and cost being mutually agreed upon through a separate agreement. The work would involve excavating accumulated sediment from the existing forebay and disposal off-site in accordance with the Excess Soil Regulation O. Reg 406/09, and the Rules for Soil Management and Excess Soil Quality Standards (the Soil Rules).	
92.		Prior to early servicing or registration of the agreement, the owner shall obtain a licence of occupation from the Corporate Real Estate Office for works within City owned lands.	
		<u>Proposed Storm Sewer Outlet</u>	

93.	SW11	The owner acknowledges and agrees to construct an access/maintenance road/multi-use pathway above the proposed 975mm diameter storm sewer outlet from the cul-de-sac of Street 3 to the proposed sewer connection point at the Kimberwick Pond to the satisfaction of the General Manager, Planning, Development, and Building Services Department. The maximum grade of the access/maintenance road shall be approximately 10%. All costs to be borne by the owner unless otherwise stated in the cost sharing agreement.	
94.	SW12	The Owner agrees that all areas disrupted by the construction of the storm sewer outlet in SW11 shall be graded to avoid drainage across the access road. The Owner further agrees that these areas shall be revegetated, with the exception of the access/maintenance road/pathway and 1.5 metre grassed buffer on either side, to the satisfaction of the General Manager, Planning, Development, and Building Services Department. All costs are to be borne by the Owner.	
		<u>Sanitary Services</u>	
95.	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
96.	SS2	Where the Owner is required under this Agreement to provide and install sanitary sewers of a diameter larger and/or at a greater depth than would be required to service the area to be developed, as detailed in the approved plans of this agreement, the City will pay an equitable share of the cost thereof to the Owner, as per the agreement referenced in Condition 109. The amount of payment shall be determined by the General Manager, Planning, Development and Building Services Department.	OTTAWA Planning
97.	SS3	As the Owner proposes a road allowance(s) of less than 20 metres, and if the Owner also proposed boulevards between 4.0 and 5.0 metres wide, the Owner shall meet the following requirements: <ul style="list-style-type: none"> a) extend water, sanitary, and storm services a minimum of 2.0 metres onto private property during installation before being capped; b) install high voltage electrical cable through the transformer foundations to maintain adequate clearance from the gas main; c) provide and install conduits as required by each utility; d) provide and install transformer security walls when a 3.0 metres clearance, as required by the Electrical Code, cannot be maintained. The design and location of the security wall must be approved by the local hydro utility; and 	OTTAWA Planning

		e) install all road-crossing ducts at a depth not to exceed 1.2 metres from top of duct to final grade.	
		<u>Water Services</u>	
98.	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
99.	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
100.	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
101.	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
102.	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
103.	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

104.		The Owner acknowledges and agrees that if the City's Corporate Real Estate Office agrees to accept the lands that are currently encumbered by the Hunt Club Golf Course's watermain then the Owner shall obtain a licence of occupation for the existing watermain prior to registration of the agreement.	
		<u>Serviced Lands</u>	
105.	SL1	The Owner shall be responsible for the provisions of the following works, excluding oversizing and over depth (where appropriate), at its cost, in accordance with plans approved by the General Manager, Planning, Development and Building Services Department, and/or the Province: <ul style="list-style-type: none"> a. Watermains; b. Sanitary Sewers; c. Storm Sewers; d. Roads and traffic plant(s); e. Street Lights; f. Sidewalks; g. Landscaping; h. Street name, municipal numbering, and traffic signs; i. Stormwater management facilities; and j. Grade Control and Drainage. 	OTTAWA Planning
106.	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
107.	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 and as per Condition 109.	OTTAWA Planning
108.	SL4	The Owner shall not be entitled to a building permit, early servicing, or commencement of work construction for the draft approved Blocks 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>Cost Sharing Agreement</u>	
109.		Prior to registration the Owner agrees to enter into a Cost Sharing Agreement with the City relating to, including but not limited to, Engineering and Project Management Fees, Securities, Riverside Drive Roadway Modifications, Speed Reduction Measures, Over-Size and Over-Depth Sanitary Sewer, Off-Site Sanitary Sewer, Off-Site Pathway I	OTTAWA Planning Legal

		(Connecting to Existing Uplands Riverside Park Pathway), Off-Site Pathway II (Connection from St. Mary's Lands to the Kimberwick Stormwater Management Pond), Environmental Protection Lands and Open Space Lands, Transfer and Release of Easements (Airport and Ottawa Hunt and Golf Club), and other items as included in the Cost Sharing Agreement.	
		<u>Utilities</u>	
110.	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
111.	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
112.	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
113.	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
114.	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
115.	H4	Hydro Ottawa's standard distribution network is overhead for any voltage system along or through open fields, business parks, rural areas, arterial,	Hydro Ottawa

		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.	
116.	H5	The Owner shall be responsible for servicing the buildings within the property. Only one service entrance per property shall be permitted.	Hydro Ottawa
117.	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
118.	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
119.	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
120.	H10	The Owner acknowledges and agrees that prior to commencing Works identified within the Draft Plan; it shall confirm the proposed development is sufficiently serviced by all necessary utilities. The Owner further agrees to comply with all relevant and existing utility Conditions of Service, construction processes and guidelines. The Owner further agrees it shall be responsible for engaging the providers of any necessary utilities to determine servicing for the proposed development and that it shall be responsible for all costs relating to the relocation, placement and/or upgrade of existing or future utility infrastructure for the proposed development. The Owner shall be required to demonstrate to the satisfaction of the General Manager, Planning, Real Estate and Economic Development that sufficient utility servicing and infrastructure exist to service the proposed development and that communication / telecommunication infrastructure facilities are available, at a minimum, for the delivery of emergency management services.	Hydro Ottawa

		<p>The Owner acknowledges and agrees to convey, at their cost, any easements as may be required by the necessary utilities and agrees to abide by all conditions of the City's inhibiting order. The Owner further acknowledges and agrees that such easements shall not be granted on any lands being conveyed to the City, or those proposed to be conveyed to the City, without City's approval.</p> <p>Should any lands owned or proposed to be owned by the City be encumbered as a result of these conditions, the Owner shall bear the sole responsibility and costs associated with correcting such actions, including but not limited to the conveyance of additional lands, the relocation of any such easements or infrastructure as may be deemed appropriate by the General Manager, Planning, Real Estate and Economic Development.</p>	
		<u>Fire Services</u>	
121.	FUS1	<p>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.</p>	OTTAWA Planning
122.	FUS2	<p>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.</p>	OTTAWA Planning
123.	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</p>	OTTAWA Planning

		Purchaser agrees to include this clause in any future purchase and sale agreements.”	
124.	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>Ottawa Macdonald-Cartier International Airport</u>	
125.		The Owner acknowledges and agrees that no person shall erect or construct, on land in respect of which Airport Zoning Regulations (AZR) apply, a building, structure or object, or an addition to an existing building, structure or object, any part of which would, at the location of that part of the building, structure, object or addition, exceed in elevation the take-off/approach surface, outer surface, transitional surface or strip surface.	Transport Canada & OIAA
126.		The Owner acknowledges and agrees a legal land survey, plan and profile, prepared and signed by an Ontario Land Surveyor (OLS), with an attestation that confirms the location and height of each structure including all appurtenances comply with the AZR and an aeronautical assessment form for obstacle evaluation is required for clearance to be deposited to Transport Canada and OIAA is required for Site Plan Control review and approval.	Transport Canada & OIAA
		<u>Noise Attenuation</u>	
127.	N1	The Owner shall have a Noise Study undertaken related to noise assessment and land use planning with respect to noises generated by moving and stationary sources prepared by a Professional Engineer, licensed in the province of Ontario to the satisfaction and approval of the General Manager, Planning, Development and Building Services Department. The Study shall comply with: <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. 	OTTAWA Planning

		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.	
128.	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
129.	N3	The Owner is advised that if the lands are located within the Composite 25 Noise Contour and the Airport Operations Influence Zone line for the Ottawa-MacDonald Cartier International Airport, despite any measures used to attenuate aircraft noise, noise due to aircraft operations may continue to interfere with some indoor and outdoor activities for the residences, particularly during the summer months. The City is not responsible if, regardless of the implementations of noise control measures, the purchaser or occupant of the dwellings finds the noise levels due to aircraft noise offensive and a concern.	OTTAWA Planning Airport Authority
130.	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
131.		Warning Clause Type C: "This dwelling unit has been fitted with a forced air heating system and the ducting, etc. was sized to accommodate central air conditioning. Installation of central air conditioning by the occupant will allow windows and exterior doors to remain closed, thereby ensuring that the indoor sound levels are within the City's and the Ministry of the Environment's noise criteria. (Note: The location and installation of the outdoor air conditioning device should comply with the noise criteria of MOE Publication NPC-216, Residential Air Conditioning Devices, dated 1993, and the Environmental Noise Guidelines for Installation of Residential Air Conditioning Devices, dated September 1994, and thus minimize the noise impacts both on and in the immediate vicinity of the subject property.)"	
132.		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."	

133.		<p>Warning Clause Type F</p> <p>“The Transferee for himself, his heirs, executors, administrators, successors and assigns acknowledges being advised that the property/dwelling unit is located in a noise sensitive area due to its proximity to the Ottawa Macdonald-Cartier International Airport and that noise, due to airport operations may interfere year round with some indoor activities and with outdoor activities, particularly during the summer months. The Transferee for himself, his heirs, executors, administrators, successors and assigns also acknowledges being advised that the airport operates 24 hours a day, which may affect the living environment of the residents of the property/area. The Transferee further acknowledges that the Ottawa Macdonald-Cartier International Airport and the City of Ottawa are not responsible if the Transferee for himself, his heirs, executors, administrators, successor and assigns, finds that the noise levels due to airport operations, continue to be a concern or are offensive.”</p>	
		<u>Land Transfers</u>	
134.	LT1	<p>The Owner shall convey, at no cost to the City unless noted in the Cost Sharing Agreement or elsewhere, all lands required for public purposes, including but not limited to, reserves, road widenings, daylighting triangles, walkway blocks, open space blocks, and lands required for parks (or cash-in-lieu thereof) and for stormwater management. In particular, the Owner agrees to convey the following lands:</p> <ul style="list-style-type: none"> i. Pathway, Walkway or Servicing Blocks – Block 33, Block 37 ii. Open Space Blocks – Block 47, 53, 54, 55, and 56 iii. Environmental Protection – Block 48 iv. Park Blocks – Block 46 and 52 v. Storm Water Management Blocks –N/A vi. Road Widening Blocks – Block 49, Block 50, Block 51 vii. 0.3 m Reserve Blocks – N/A viii. Daylighting Triangles – as identified on draft MPlan ix. Transit Corridors – N/A x. Wetlands – N/A 	OTTAWA Planning Legal
135.	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
136.	LT3	The Owner agrees to facilitate the release of Instrument No. OC689199 and to support the registration of a new easement over the applicable Blocks to be conveyed to the City. The new easement will secure similar rights and benefits as those granted under Instrument No. OC689199, and shall be subject to approval of the General Manager, Planning, Development and Building Services Department.	OTTAWA Planning Legal

		<u>Development Charges By-law</u>	
137.	DC1	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.	OTTAWA Planning Legal
138.	DC2	The Owner shall inform the purchaser after registration of each lot or block of the development charges that have been paid or which are still applicable to the lot or block. The applicable development charges shall be as stated as of the time of the conveyance of the relevant lot or block and the statement shall be provided at the time of the conveyance. The statement of the Owner of the applicable development charges shall also contain the statement that the development charges are subject to changes in accordance with the <i>Development Charges Act, 1997</i> and the <i>Education Development Charges Act</i> .	OTTAWA Planning Legal
139.	DC3	<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 c) indexing of the development charges in accordance with the provisions of the Development Charges By-law. <p>The Owner further acknowledges that Council may terminate the eligibility for this two-stage payment at any time without notice, including for the</p>	OTTAWA Planning Legal

		lands subject to this agreement and including for a building permit for which an application has been filed but not yet issued. 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. “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.	
		<u>Survey Requirements</u>	
140.	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
141.	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
142.	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>	
143.	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
144.	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
145.	C3	The owner shall pay any outstanding taxes owing to the City of Ottawa prior to registration.	OTTAWA Planning Revenue
146.	C4	Prior to registration of the Plan of Subdivision, the City is to be satisfied that conditions 1 to 148 have been fulfilled.	OTTAWA Planning
147.	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	OTTAWA Planning

		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.	
148.	C6	If the Plan(s) of Subdivision, including all phases within the draft approved plan of subdivision, has not been registered by June 6, 2028, the draft approval shall lapse pursuant to Section 51 (32) of the <i>Planning Act</i> . Extensions may only be granted under the provisions of Section 51 (33) of said <i>Planning Act</i> prior to the lapsing date.	OTTAWA Planning

ⁱ For Clearing Agencies:

“Planning” refers to Planning Services.

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

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

“Legal” refers to Legal Services.

“Parks” refers to Parks and Facilities Planning Services.

“BCS” refers to Building Code Services.

“Transit” refers to Transit Planning.

“Transpo Plg” refers to Transportation Planning.

“Forestry” refers to Forest Management.

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

“Revenue” refers to Revenue Services.

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