

**MENU OF CONDITIONS  
FOR DRAFT APPROVAL  
CAIVAN (GREENBANK NORTH) INC THE RIDGE PHASE 4 SUBDIVISION,  
3713 BORRISOKANE ROAD**

**DRAFT APPROVED 01/03/2024**

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The City of Ottawa's conditions applying to the draft approval of Caivan (Greenbank North) Inc. the Ridge Phase 4 Subdivision (File No. D07-16-23-0010), 3713 Borrisokane Road, are as follows:

	<p>This approval applies to the draft plan certified by C.M. Fox, Ontario Land Surveyor, dated May 22, 2023, showing, 5 streets, 16 residential blocks, 1 pathway block, and 5 30cm reserves.</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"> <li>1. <b>Grading Plan</b>, Drawing 5, prepared by DSEL, dated May 2023.</li> <li>2. <b>Watermain Servicing Plan</b>, Drawing 5, prepared by DSEL, dated May 2023.</li> <li>3. <b>Low Impact Development Design Report</b>, prepared by JFSA Water Resources and Environmental Consultants, dated January 23, 2024.</li> <li>4. <b>Functional Servicing Report</b>, prepared by DSEL, dated June 2023, revised December 2023.</li> <li>5. <b>GRDD Redline Concept</b>, Drawing 1, prepared by CGH Transportation, dated 2023-03-01, revised 2023-05-04.</li> <li>6. <b>Roadway Traffic Noise Feasibility Assessment</b>, Report 19-236, prepared by Gradient Wind, dated June 13, 2023.</li> <li>7. <b>Stormwater Management Report</b>, prepared by JFSA Water Resources and Environmental Consultants, dated May 2022, revised January 2024.</li> <li>8. <b>TIA Addendum</b>, prepared by CGH Transportation, dated 2023-05-05.</li> <li>9. <b>Storm Servicing Plan</b>, Drawing 2, prepared by David Schaeffer Engineering Ltd., Project No. 19-1123, dated May 2023.</li> <li>10. <b>Sanitary Servicing Plan</b>, Drawing 3, prepared by David Schaeffer Engineering Ltd., Project No. 19-1123, dated May 2023.</li> <li>11. <b>Scoped Environmental Impact Statement</b>, prepared by Kilgour &amp; Associates Ltd., dated May 22, 2020, revised December 14, 2020</li> </ol>	
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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.	<b><u>Clearing Agency<sup>1</sup></u></b>
		<b><u>General</u></b>	
1.	<b>G1</b>	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, Real Estate and Economic Development Department.	<b>OTTAWA Planning</b>
2.	<b>G2</b>	<p>Prior to commencing construction, the Owner shall enter into a subdivision agreement with the City. The subdivision agreement shall, among other matters, require that the Owner post securities in a format approved by the City Solicitor, in an amount of 100% of the estimated cost of all works, save and except non-municipal buildings.</p> <p>The aforementioned security for site works shall be for works on both private and public property and shall include, but not be limited to, lot grading and drainage, landscaping and driveways, roads and road works, road drainage, underground infrastructure and services (storm, sanitary, watermains), streetlights, stormwater management works and park works.</p> <p>The amount secured by the City shall be determined by the General Manager, Planning, Real Estate and Economic Development Department, based on current City tender costs, which costs shall be reviewed and adjusted annually. Securities for on-site works may be at a reduced rate subject to the approval of the General Manager, Planning, Real Estate and Economic Development Department.</p> <p>Engineering, Inspection and Review fees will be collected based on the estimated cost of the works (+HST) and a park review and inspection fee will be based on 4% (+HST) of the total value of the park works as noted</p>	<b>OTTAWA Planning</b>

		herein and in accordance with the City's Fees By-law for planning applications (By-law No. 2022-239 or as amended).	
3.	<b>G3</b>	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.	<b>OTTAWA Planning</b>
4.	<b>G4</b>	<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, Real Estate and Economic Development 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>	<b>OTTAWA Legal</b>
5.	<b>G6</b>	The Owner, or his agents, shall not commence or permit the commencement of any site related works until such time as a pre-construction meeting has been held with Planning, Real Estate and Economic Development Department staff and until the City issues a Commence Work Notification.	<b>OTTAWA Planning</b>
		<b><u>Landowners Agreement</u></b>	
6.	<b>LA1</b>	Prior to registration, the Owner agrees to provide the City with a clearance letter from the trustee of the Barrhaven South Urban Expansion Area Landowners Group, confirming that the Owner is party to the Barrhaven South Urban Expansion Area (BSUEA) Landowners Group and that Cost Sharing Agreements and all of the obligations, financial and otherwise, of the landowner(s) of this subdivision have been fulfilled pursuant to the Landowners Agreement.	<b>LG</b>
		<b><u>Zoning</u></b>	
7.	<b>Z1</b>	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.	<b>OTTAWA Planning</b>

8.	<b>Z2</b>	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.	<b>OTTAWA Planning</b>
		<b><u>Roadway Modifications</u></b>	
9.	<b>RM1</b>	The Owner shall pay all expenses associated with all works related to roadway modifications, and shall provide financial security in the amount of 100% of the cost of implementing the required works.	<b>OTTAWA Planning</b>
10.	<b>RM2</b>	The Owner agrees to provide a Development Information Form and Geometric Plan indicating: <p style="margin-left: 40px;">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> <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, Real Estate and Economic Development Department.</p>	<b>OTTAWA Planning Transpo Plg</b>
11.	<b>RM7</b>	Where traffic calming is identified, the Owner acknowledges and agrees to implement traffic calming measures on roads within the limits of their subdivision to limit vehicular speed and improve pedestrian safety. The Owner further acknowledges and agrees that the detailed design for new roads will include the recommendation(s) from the required supporting transportation studies. <p>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"> <li>• intersection or mid block narrowings, chicanes, medians;</li> <li>• speed humps, speed tables, raised intersections, raised pedestrian crossings;</li> <li>• road surface alterations (for example, use of pavers or other alternate materials, provided these are consistent with the City's Official Plan polices related to Design Priority Areas);</li> <li>• pavement markings/signage; and</li> <li>• temporary/seasonal installations such as flexi posts or removable bollards.</li> </ul>	<b>OTTAWA Planning</b>

		<b><u>Highways/Roads</u></b>	
12.	<b>HR1</b>	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, Real Estate and Economic Development Department.	<b>OTTAWA Planning</b>
13.	<b>HR2</b>	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.	<b>OTTAWA Planning</b>
14.	<b>HR3</b>	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.	<b>OTTAWA Planning</b>
15.	<b>HR6</b>	The Owner shall provide site triangles at the following locations on the final plan: <ul style="list-style-type: none"> <li>• <i>Local Road to Local Road: 3m x 3m</i></li> <li>• <i>Local Road to Collector Road: 3m x 5m</i></li> <li>• <i>Collector Road to Collector Road: 5 m x 5 m</i></li> <li>• <i>Collector Road to Arterial Road: 5m x 5m</i></li> </ul>	<b>OTTAWA Planning Legal</b>
16.	<b>HR9</b>	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, Real Estate and Economic Development Department.	<b>OTTAWA Planning</b>
17.	<b>HR11</b>	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.	<b>OTTAWA Planning BCS</b>
18.	<b>HR12</b>	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,	<b>OTTAWA Planning</b>

		including administrative fees, unless otherwise determined by the General Manager, Planning, Real Estate and Economic Development Department.	
19.	<b>HR15</b>	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.	<b>OTTAWA Planning</b>
		<b><u>Public Transit</u></b>	
20.	<b>PT2</b>	The Owner shall ensure that the staging of the Subdivision, including the construction of dwellings, roadways, walkways, and paved passenger standing areas, or shelter pads, shall occur in a sequence that permits the operation of an efficient, high quality transit service at all stages of development.	<b>OTTAWA Transit</b>
21.	<b>PT3</b>	The Owner shall orient dwellings and vehicular accesses in the vicinity of bus stops in such a manner as to avoid traffic conflicts and visual intrusion. Prior to the earlier of early servicing or registration, the Owner shall submit plans to Planning, Real Estate and Economic Development Department for approval indicating the orientation of all dwellings and private accesses in the vicinity of all bus stop locations.	<b>OTTAWA Planning Transit</b>
22.	<b>PT4</b>	The Owner shall inform all prospective purchasers, through a clause in all agreements of Purchase and Sale and indicate on all plans used for marketing purposes, those streets identified for potential transit services, the location of the bus stops, paved passenger standing areas, or shelters pads and shelters, any of which may be located in front of or adjacent to the purchaser's lot at any time.	<b>OTTAWA Transit</b>
23.	<b>PT5</b>	The Owner agrees to implement a Transit Service Strategy in accordance with the Official Plan. The Owner, together with the City, will determine the method and means by which the developments, as well as adjacent areas, can be efficiently and effectively serviced by transit. The Owner shall enter into an agreement with the Transit Services Branch, prior to the registration of the subdivision, to outline the provision of interim bus service. Said agreement shall include, but not be limited to, the following: establishment of routes and stops and levels of service and provision and maintenance of stops and turnarounds. The agreement may include: funding and cost-sharing arrangements and timing and triggers for the transfer of responsibility to City.	<b>OTTAWA Transit</b>
		<b><u>Geotechnical</u></b>	
24.	<b>GT2</b>	The Owner shall submit a geotechnical report prepared in accordance with the City's Geotechnical Investigation and Reporting Guidelines and/or	<b>OTTAWA Planning</b>

		<p>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"> <li>a) existing sub-surface soils, groundwater conditions;</li> <li>b) slope stability (including an assessment during seismic loading) and erosion protection, in addition to any building construction requirements adjacent to unstable slope;</li> <li>c) clearly indicate orientation of any cross-sections used in slope stability analysis and location of center of the slip circle;</li> <li>d) grade raise restrictions on the site and, if appropriate, the impacts this will have on the slope stability;</li> <li>e) design and construction of underground services to the building, including differential settlement near any buildings or structures;</li> <li>f) design and construction of roadway, fire routes and parking lots;</li> <li>g) design and construction of retaining walls and/or slope protection;</li> <li>h) design and construction of engineered fill;</li> <li>i) design and construction of building foundations;</li> <li>j) site dewatering;</li> <li>k) design and construction of swimming pools;</li> <li>l) design and construction of park blocks for its intended uses; and</li> <li>m) in areas of sensitive marine clay soils:</li> </ul>	
25.		<p>The Owner acknowledges that ground water concerns associated with property at 3460 Greenbank may have potential impacts on the Owner's land. The Owner further acknowledges that in the event that an issue has been established and is related to the subject lands, that any type of building permit will not be issued prior to a solution to address the ground water concerns is accepted by the City to the satisfaction of the General Manager, Planning, Infrastructure, and Economic Development Department.</p>	<b>OTTAWA Planning</b>
		<b><u>Pathways, Sidewalks, Walkways, Fencing, and Noise Barriers</u></b>	
26.	<b>S1</b>	<p>The Owner acknowledges and agrees that all pathways, sidewalks, walkways, fencing, and noise barriers are to be designed and constructed in accordance with City specifications, at no cost to the City, and to the satisfaction of the General Manager, Planning, Real Estate and Economic Development Department.</p>	
27.	<b>S2</b>	<p>The Owner shall construct a 3.0-metre-wide asphalt pathway(s) as well as 1.5m chain link fencing (black vinyl) along the perimeter of the walkway block and plantings at the following locations:</p>	<b>OTTAWA Planning</b>



		<ul style="list-style-type: none"> <li>• within Block 17</li> </ul>	
28.	<b>S3</b>	<p>The Owner agrees to design and construct 1.8-metre-wide sidewalks at the following locations:</p> <ul style="list-style-type: none"> <li>• North side of Kootenay Drive between Jean Davey Drive and Glaciation Lane</li> <li>• West side of Glaciation Lane between Kootenay Drive and Altitude Avenue</li> <li>• South side of Altitude Avenue between Jean Davey Drive and Glaciation Lane.</li> </ul>	<b>OTTAWA Planning</b>
29.	<b>S6</b>	<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"> <li>• North and south sides of Block 17</li> </ul> <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>	<b>OTTAWA Planning</b>
30.	<b>S9</b>	<p>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"> <li>• North and east rear yard property lines of two eastern units of Block 10</li> <li>• Eastern rear yard property lines of eastern units of Block 13 and Block 14</li> <li>• South and east side rear yard property lines of Block 16</li> <li>• North and west rear yard property lines of western unit of Block 10</li> <li>• West rear yard property lines of western units of Block 9 and Block 4</li> <li>• Rear yard property line of southern unit of Block 1 Rear yard of western unit of Block 15</li> </ul> <p>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>	<b>OTTAWA Planning</b>

31.	<b>S10</b>	<p>The Owner shall insert a clause in each agreement of purchase and sale and shall be registered as a notice on title in respect of all lands which fences have been constructed stating that:</p> <p>“Purchasers are advised that they must maintain all fences in good repair, including those as constructed by (<i>developer name</i>) along the boundary of this land, to the satisfaction of the General Manager, Planning, Real Estate and Economic Development Department. The Purchaser agrees to include this clause in any future purchase and sale agreements”.</p>	<b>OTTAWA Planning</b>
		<b><u>Landscaping/Streetscaping</u></b>	
32.	<b>LS1</b>	<p>The Owner agrees, prior to registration or early servicing, whichever is earlier, to have a landscape plan(s) for the plan of subdivision prepared by a Landscape Architect, in accordance with the recommendations contained in the geotechnical report(s), the Tree Conservation Report, and/or the Environmental Impact Statement (if appropriate).</p> <p>The landscape plan(s) shall include detailed planting locations, plant lists which include species, plant form and sizes, details of planting methods, pathway widths and materials, access points, fencing requirements and fencing materials, other landscape features and gateway features where required.</p> <p>The Owner agrees to implement the approved landscape plan(s) and bear all costs and responsibility for the preparation and implementation of the plan(s).</p> <p>The Owner agrees that where sensitive marine clay soils are present, and the geotechnical report has satisfied the applicable conditions of the Tree Planting in Sensitive Marine Clay Soils - 2017 Guidelines, confirmation of adequate soil volumes in accordance with the subject guidelines shall be provided by a Landscape Architect prior to zoning approval.</p> <p>All of the aforementioned are to the satisfaction of the General Manager, Planning, Real Estate and Economic Development Department.</p>	<b>OTTAWA Planning Forestry</b>
33.	<b>LS2</b>	<p>The Owner agrees that for all single detached and semi-detached lots, a minimum of 1 tree per interior lot and 2 trees per exterior side yard lots (i.e. corner lots) shall be provided on the landscape plan(s).</p> <p>In areas of low/medium plasticity sensitive marine clay soils, the following exceptions in accordance with the Tree Planting in Sensitive Marine Clay Soils - 2017 Guidelines will apply in order to maximize the number of medium size trees:</p>	<b>OTTAWA Planning Forestry</b>

		<p>a) Where abutting properties form a continuous greenspace between driveways, one medium size tree will be planted instead of two small size trees, provided the minimum soil volume can be achieved. In these cases only, for the purposes of determining the minimum number of trees to be planted, one medium size tree that replaces two small trees will be counted as two trees.</p> <p>b) The medium size tree should be planted as close as possible to the middle of this continuous greenspace (in the right-of-way) to maximize available soil volume.</p> <p>c) On larger lots with sufficient soil volume for a medium size tree, one medium size tree will be planted on each lot (or each side of a corner lot), even if the abutting properties form a continuous greenspace between driveways.</p> <p>Along park frontages, the Landscape Plan shall locate trees at a 6-8 metre on-centre separation distance along the full extent of the road right-of-way abutting any park block(s).</p> <p>Should specific site constraints prevent the required allocation of trees, the remaining number of required trees shall be provided within any proposed park(s), open space or environmental blocks, non-residential road right-of-way frontages, stormwater management facility(s), or other suitable alternative locations, to the satisfaction of the General Manager, Planning, Real Estate and Economic Development Department.</p>	
		<b><u>Tree Conservation</u></b>	
34.	<b>TC1</b>	<p>The Owner acknowledges and agrees to abide by the Tree Protection By-law, 2020-340, and that any trees to be removed from the site shall be in accordance with an approved Tree Permit.</p> <p>The Owner agrees to implement the measures recommended in the supporting tree conservation report and the Scoped Environmental Impact Statement 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, Real Estate and Economic Development Department.</p>	<b>OTTAWA Planning</b>
35.	<b>TC3</b>	<p>The Owner agrees to maintain the tree protection measures until construction is complete and/or the City has provided written permission to remove them.</p>	<b>OTTAWA Planning</b>
		<b><u>Schools</u></b>	

36.		<p>The Owner shall include in all Agreements of Purchase and Sale the following clause:</p> <p>“The Owner is required to inform prospective purchasers that school accommodation pressures exist in the Ottawa-Carleton District School Board schools designated to serve this development which are currently being addressed by the utilization of portable classrooms and/or by directing students to schools outside their community.”</p>	<b>OCDSB</b>																												
		<b><u>Parks</u></b>																													
37.	<b>P1</b>	<p>In accordance with the <i>Planning Act</i> and the City of Ottawa Parkland Dedication By-law, the Owner shall convey park land (the “Park Block”) to the City for parkland purposes. All to the satisfaction of the General Manager, Recreation, Cultural and Facility Services Department.</p>	<b>OTTAWA Parks</b>																												
38.	<b>P2</b>	<p>The Owner covenants and agrees that the Park Block will be conveyed to the City, at no cost, as dedicated parkland. The size and configuration of the Park Block on the Final Plan shall be to the satisfaction of the General Manager, Recreation, Cultural and Facility Services Department.</p> <p>The Owner covenants and agrees that the estimated parkland dedication requirement has been based on the proposed residential use and calculated at a rate of one hectare per 600 units (residential &gt;18units/ha) but will not exceed a maximum of 10% of the land area of the site being developed</p> <p>Based on the estimated number of 369 dwelling units for this subdivision, there is an estimated parkland dedication requirement, in the form of land conveyance, of 0.6150 hectares, as shown in the table below:</p> <p><b>Parkland Dedication Required:</b></p> <table border="1" data-bbox="302 1360 1354 1654"> <thead> <tr> <th></th> <th>Unit Count - ph4 (ea)</th> <th>Parkland Dedication Rate</th> <th>Parkland Required - ph 4 (ha)</th> </tr> </thead> <tbody> <tr> <td><b>Residential Units:</b></td> <td></td> <td></td> <td></td> </tr> <tr> <td>Singles &amp; Semis</td> <td>0</td> <td>1 ha / 600 units</td> <td>0.0000</td> </tr> <tr> <td>Townhouses</td> <td>281</td> <td>1 ha / 600 units</td> <td>0.4683</td> </tr> <tr> <td>Back-to-Back Townhouses</td> <td>88</td> <td>1 ha / 600 units</td> <td>0.1467</td> </tr> <tr> <td>Unit Sub-Totals:</td> <td>369</td> <td></td> <td>0.6150</td> </tr> <tr> <td colspan="4" style="text-align: right;"><b>Total Parkland Required for Phase 4 (ha): 0.6150</b></td> </tr> </tbody> </table> <p>In the event that there is change within the Final Plan (ex: the proposed use, block area, residential product, and/or number of dwelling units, and/or residential density), the required parkland dedication will also be subject to change. The Owner acknowledges and agrees that any additional parkland dedication required will be provided in the form of land conveyance on the</p>		Unit Count - ph4 (ea)	Parkland Dedication Rate	Parkland Required - ph 4 (ha)	<b>Residential Units:</b>				Singles & Semis	0	1 ha / 600 units	0.0000	Townhouses	281	1 ha / 600 units	0.4683	Back-to-Back Townhouses	88	1 ha / 600 units	0.1467	Unit Sub-Totals:	369		0.6150	<b>Total Parkland Required for Phase 4 (ha): 0.6150</b>				<b>OTTAWA Parks</b>
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		<p>Final Plan unless otherwise agreed to, in writing, by the General Manager, Recreation, Cultural and Facility Services Department.</p> <p>All of the aforementioned is to be to the satisfaction of the General Manager, Recreation, Cultural and Facility Services Department.</p>	
39.	<b>P3</b>	<p>The Parties acknowledge and agree, that in accordance with Section 11 (1) of the Parkland Dedication By-law, the proposed development is located within an area where the parkland dedication conveyance requirement of 0.6150 hectares for this phase of subdivision, was previously satisfied through an over-dedication of land conveyance, in the amount of 0.6162 hectares, during a preceding phase of subdivision (being a portion of Park Block 130 on 4M-1731), resulting in an over-dedication of parkland in the amount of 0.0012 hectares for this phase. Please refer to Development Review file D07-16-20-0015 Phase 3.</p> <p>The Owner covenants and agrees that there is an over-dedication of parkland for this Draft Plan area, and that the City will not provide any form of reimbursement for this over-dedication.</p> <p>Any changes to the Final Plan shall result in a re-evaluation of the parkland dedication requirement and may result in an additional dedication requirement, as per condition P2.</p> <p>All to the satisfaction of the General Manager, Recreation, Cultural and Facility Services Department.</p>	<b>OTTAWA Parks</b>
40.	<b>P4</b>	<p>The Owner acknowledges and agrees that the Park Development Budget for Park Block 130, 4M-1731, will be updated to the local park servicing requirement rate in effect at the time of registration of this phase of subdivision.</p>	<b>OTTAWA Planning Parks</b>
		<b><u>Stormwater Management</u></b>	
41.	<b>SW1</b>	<p>The Owner shall provide any and all stormwater reports (list of reports, for example, a Stormwater Site Management Plan in accordance with a Conceptual Stormwater Site Management Plan) that may be required by the City for approval prior to the commencement of any works in any phase of the Plan of Subdivision. Such reports shall be in accordance with any watershed or subwatershed studies, conceptual stormwater reports, City or Provincial standards, specifications and guidelines. The reports shall include, but not be limited to, the provision of erosion and sedimentation control measures, implementation or phasing requirements of interim or permanent measures, and all stormwater monitoring and testing requirements.</p> <p>All reports and plans shall be to the satisfaction of the General Manager, Planning, Real Estate and Economic Development Department.</p>	<b>OTTAWA Planning CA</b>

42.	<b>SW2</b>	<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"> <li>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;</li> <li>ii. (if appropriate) provide all digital models and modelling analysis in an acceptable format;</li> <li>iii. have said plans approved by the General Manager, Planning, Real Estate and Economic Development Department, and</li> <li>iv. provide certification through a Professional Engineer licensed in the province of Ontario that the plans have been implemented.</li> </ul> <p>(b) All submissions and any changes made to the Plan shall be submitted to the satisfaction to the City and the (specify Mississippi Valley / Rideau Valley / South Nation) Conservation Authority.</p> <p>(c) The Owner shall implement an inspection and monitoring plan to maintain erosion control measures.</p>	<b>OTTAWA Planning CA</b>
43.	<b>SW3</b>	<p>On completion of all stormwater works, the Owner agrees to provide certification to the General Manager, Planning, Real Estate and Economic Development Department through a Professional Engineer, licensed in the province of Ontario, that all measures have been implemented in conformity with the approved Stormwater Site Management Plan.</p>	<b>OTTAWA Planning</b>
44.	<b>SW5</b>	<p>The Owner agrees to design and construct, as part of the stormwater management infrastructure, at no cost to the City, a monitoring facility or facilities (if required) and vehicular access to the satisfaction of the City.</p>	<b>OTTAWA Planning</b>
45.	<b>SW6</b>	<p>The Owner agrees that the development of the Subdivision shall be undertaken in such a manner as to prevent any adverse effects, and to protect, enhance or restore any of the existing or natural environment, through the preparation of any storm water management reports, as required by the City.</p>	<b>OTTAWA Planning</b>
46.		<p>The Owner agrees to construct the stormwater management system including the Etobicoke exfiltration system in accordance with the recommendations of the 'Functional Servicing Report for Caivan Greenbank North Inc., Proposed Residential Subdivision, 3717 Borrisokane Road, December 2023, 2nd Submission'. Shall the Owner wish to deviate from the recommendations, the owner agrees to update the Functional Servicing Report to provide a conceptual design for review and approval prior to commencing detailed design of the stormwater management system, to the satisfaction of the General Manager, Planning,</p>	<b>OTTAWA Planning</b>

		Infrastructure, and Economic Development Department.	
47.	<b>SW7</b>	<p>The Owner covenants and agrees that the following clause shall be incorporated into all agreements of purchase and sale for the whole, or any part, of a lot or block on the Plan of Subdivision, and registered separately against the title:</p> <p>“The Owner acknowledges that some of the rear yards within this subdivision are used for on-site storage of infrequent storm events. Pool installation and/or grading alterations and/or coach houses on some of the lots may not be permitted and/or revisions to the approved Subdivision Stormwater Management Plan Report may be required to study the possibility of modification on any individual lot. The Owner must obtain approval of the General Manager, Planning, Real Estate and Economic Development Department of the City of Ottawa prior to undertaking any grading alterations.”</p>	<b>OTTAWA Legal</b>
		<b><u>Sanitary Services</u></b>	
48.	<b>SS1</b>	The Owner agrees to submit detailed municipal servicing plans, prepared by a Professional Civil Engineer licensed in the Province of Ontario, to the General Manager, Planning, Real Estate and Economic Development Department.	<b>OTTAWA Planning</b>
49.	<b>SS3</b>	<p>As the Owner proposes a road allowance(s) of less than 20 metres, and if the Owner also proposed boulevards between 4.0 and 5.0 metres wide, the Owner shall meet the following requirements:</p> <ul style="list-style-type: none"> <li>a) extend water, sanitary, and storm services a minimum of 2.0 metres onto private property during installation before being capped;</li> <li>b) install high voltage electrical cable through the transformer foundations to maintain adequate clearance from the gas main;</li> <li>c) provide and install conduits as required by each utility;</li> <li>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</li> <li>e) install all road-crossing ducts at a depth not to exceed 1.2 metres from top of duct to final grade.</li> </ul>	<b>OTTAWA Planning</b>
		<b><u>Water Services</u></b>	
50.	<b>W1</b>	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	<b>OTTAWA Planning</b>

		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.	
51.	<b>W2</b>	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.	<b>OTTAWA Planning</b>
52.	<b>W3</b>	The Owner acknowledges and agrees not to permit any occupancy of buildings on the individual Lots described in Schedule "A" until the water plant has been installed, sterilized and placed in service to the satisfaction of the General Manager, Planning, Real Estate and Economic Development Department.	<b>OTTAWA Planning</b>
53.	<b>W4</b>	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.	<b>OTTAWA Planning</b>
54.	<b>W5</b>	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.	<b>OTTAWA Planning</b>
55.	<b>W6</b>	The Owner acknowledges and agrees not to apply for, nor shall the City issue, building permits for more than 50 dwelling units (or the equivalent) where the watermain for such units is not looped. Any unit serviced by a looped watermain that is not looped shall be required to have sufficient fire protection, to the satisfaction of the General Manager, Planning, Real Estate and Economic Development Department.	<b>OTTAWA Planning</b>
		<b><u>Serviced Lands</u></b>	
56.	<b>SL1</b>	The Owner shall be responsible for the provisions of the following works, including oversizing and over depth (where appropriate), at its cost, in accordance with plans approved by the General Manager, Planning, Real Estate and Economic Development Department, and/or the Province: <ul style="list-style-type: none"> <li>a. Watermains;</li> <li>b. Sanitary Sewers;</li> <li>c. Storm Sewers;</li> </ul>	<b>OTTAWA Planning</b>



		<ul style="list-style-type: none"> <li>d. Roads and traffic plant(s);</li> <li>e. Street Lights;</li> <li>f. Sidewalks;</li> <li>g. Landscaping;</li> <li>h. Street name, municipal numbering, and traffic signs;</li> <li>i. Stormwater management facilities; and</li> <li>j. Grade Control and Drainage.</li> </ul>	
57.	<b>SL2</b>	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.	<b>OTTAWA Planning</b>
58.	<b>SL4</b>	The Owner shall not be entitled to a building permit, early servicing, or commencement of work construction until they can demonstrate that there is adequate road, sanitary, storm, and watermain capacity and any Environmental Compliance Approvals (ECA) necessary are approved. All are to the satisfaction of the General Manager, Planning, Real Estate and Economic Development Department.	<b>OTTAWA Planning</b>
		<b><u>Utilities</u></b>	
59.	<b>U1</b>	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).	<b>OTTAWA Planning</b>
60.	<b>H1</b>	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.	<b>Hydro Ottawa</b>
61.	<b>H2</b>	The Owner may be required to enter into an Electrical Servicing Agreement with Hydro Ottawa Limited, to the satisfaction of Hydro Ottawa.	<b>Hydro Ottawa</b>

62.	<b>H3</b>	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.	<b>Hydro Ottawa</b>
63.	<b>H4</b>	Hydro Ottawa's standard distribution network is overhead for any voltage system along or through open fields, business parks, rural areas, arterial, major collector and collector roads; any additional premium costs beyond the standard shall be at the Owner's cost; in all instances, electrical distribution above 27kV shall be via overhead distribution.	<b>Hydro Ottawa</b>
64.	<b>H5</b>	The Owner shall be responsible for servicing the buildings within the property. Only one service entrance per property shall be permitted.	<b>Hydro Ottawa</b>
65.	<b>H6</b>	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.	<b>Hydro Ottawa</b>
66.	<b>H7</b>	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. The proposed grade change around XX [state where] is more than 0.3m.	<b>Hydro Ottawa</b>
67.	<b>H8</b>	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.	<b>Hydro Ottawa</b>
68.	<b>H9</b>	The Owner is advised that there are overhead medium voltage overhead lines along the east side of the property. The Owner shall ensure that no personnel or equipment encroaches within three metres (3.0m) of the Hydro Ottawa overhead medium voltage distribution lines, unless approved by Hydro Ottawa. The Owner shall contact Hydro Ottawa prior to commencing work when proposing to work within 3.0m of the Hydro	<b>Hydro Ottawa</b>

		Ottawa distribution lines as noted above. No such work shall commence without approval of Hydro Ottawa.	
69.	<b>H10</b>	<p>The Owner acknowledges and agrees that prior to commencing Works identified within the Draft Plan; it shall confirm the proposed development is sufficiently serviced by all necessary utilities. The Owner further agrees to comply with all relevant and existing utility Conditions of Service, construction processes and guidelines. The Owner further agrees it shall be responsible for engaging the providers of any necessary utilities to determine servicing for the proposed development and that it shall be responsible for all costs relating to the relocation, placement and/or upgrade of existing or future utility infrastructure for the proposed development. The Owner shall be required to demonstrate to the satisfaction of the General Manager, Planning, Real Estate and Economic Development that sufficient utility servicing and infrastructure exist to service the proposed development and that communication / telecommunication infrastructure facilities are available, at a minimum, for the delivery of emergency management services.</p> <p>The Owner acknowledges and agrees to convey, at their cost, any easements as may be required by the necessary utilities and agrees to abide by all conditions of the City's inhibiting order. The Owner further acknowledges and agrees that such easements shall not be granted on any lands being conveyed to the City, or those proposed to be conveyed to the City, without City's approval.</p> <p>Should any lands owned or proposed to be owned by the City be encumbered as a result of these conditions, the Owner shall bear the sole responsibility and costs associated with correcting such actions, including but not limited to the conveyance of additional lands, the relocation of any such easements or infrastructure as may be deemed appropriate by the General Manager, Planning, Real Estate and Economic Development.</p>	<b>Hydro Ottawa</b>
		<b><u>Fire Services</u></b>	
70.	<b>FUS1</b>	The Owner acknowledges and agrees that if two-hour firewalls, active fire protection measures such as sprinkler systems, and/or minimum building separations are required to comply with the FUS calculation as per the City Design Guidelines for water distribution systems, the Owner shall note any such requirements on the grading plan. The Owner shall, prior to registration, provide certified plans demonstrating the locations of such oversized services and/or oversized plumbing to compensate for low peak hour pressures in the local water distribution system. All are to the satisfaction of the General Manager of Planning, Real Estate and Economic Development Department.	<b>OTTAWA Planning</b>

71.	<b>FUS2</b>	The Owner acknowledges and agrees that measures which include, but are not limited to, active fire protection measures such as sprinkler systems, two-hour firewalls that compartmentalize the structure into separate fire areas, and oversized services and/or oversized plumbing shall require the posting of securities to guarantee their installation, prior to registration. The securities will be released upon receiving a letter signed and sealed by a Professional Engineer licensed in the Province of Ontario certifying that construction was carried out in accordance with the approved drawing(s)/plan(s). All are to the satisfaction of the General Manager of Planning, Real Estate and Economic Development Department.	<b>OTTAWA Planning</b>
72.	<b>FUS3</b>	The Owner shall insert a clause in each agreement of purchase and sale and shall be registered as a notice on title in respect of all Lots and Blocks wherein the dwelling contains, or intends to contain, a sprinkler system as follows:  "Purchasers are advised that they must maintain the sprinkler system in working order to the satisfaction of the City's Fire Department. The Purchaser agrees to include this clause in any future purchase and sale agreements."	<b>OTTAWA Planning</b>
73.	<b>FUS4</b>	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, Real Estate and Economic Development Department.	<b>OTTAWA Planning</b>
		<b><u>Noise Attenuation</u></b>	
74.	<b>N1</b>	The Owner shall have a Noise Study undertaken related to noise assessment and land use planning with respect to noises generated by moving and stationary sources prepared by a Professional Engineer, licensed in the province of Ontario to the satisfaction and approval of the General Manager, Planning, Real Estate and Economic Development Department. The Study shall comply with:  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	<b>OTTAWA Planning</b>

		<p>Professional Engineers providing Acoustical Engineering Services in Land Use Planning.</p> <p>The study shall provide all specific details on the methods and measures required to attenuate any noise that exceeds the allowable noise limits in locations as determined by the recommendations of the Noise Assessment Study.</p>	
75.	<b>N2</b>	Where structural mitigation measures are required as a result of the Noise Assessment Study, the Owner shall provide, prior to final building inspection, certification to the General Manager, Planning, Real Estate and Economic Development Department, through a Professional Engineer, that the noise control measures have been implemented in accordance with the approved study.	<b>OTTAWA Planning</b>
76.	<b>N4</b>	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:	<b>OTTAWA Planning Legal</b>
77.		<p>Warning Clause Type A:</p> <p>"Transferees are advised that sound levels due to increasing (road) (Transitway) (rail) (air) traffic may occasionally interfere with some activities of the dwelling occupants as the sound levels exceed the City's and the Ministry of the Environment's noise criteria."</p>	
78.		<p>Warning Clause Type B:</p> <p>"Transferees are advised that despite the inclusion of noise control features in the development and within the building units, sound levels due to increasing (road) (Transitway) (rail) (air) traffic may on occasions interfere with some activities of the dwelling occupants as the sound levels exceed the City's and the Ministry of the Environment's noise criteria."</p>	
79.		<p>Warning Clause Type C:</p> <p>"This dwelling unit has been fitted with a forced air heating system and the ducting, etc. was sized to accommodate central air conditioning. Installation of central air conditioning by the occupant will allow windows and exterior doors to remain closed, thereby ensuring that the indoor sound levels are within the City's and the Ministry of the Environment's noise criteria. (Note: The location and installation of the outdoor air conditioning device should comply with the noise criteria of MOE Publication NPC-216, Residential Air Conditioning Devices, dated 1993, and the Environmental Noise Guidelines for Installation of Residential Air Conditioning Devices, dated September 1994, and thus minimize the noise impacts both on and in the immediate vicinity of the subject property.)"</p>	

80.		<p>Warning Clause Type D          "This dwelling unit has been supplied with a central air conditioning system which will allow windows and exterior doors to remain closed, thereby ensuring that the indoor sound levels are within the City's and the Ministry of the Environment's noise criteria."</p>	
81.		<p>For those residential units between 500 metres and 1000 metres from the Trail Road Landfill Facility a warning clause shall be inserted into the subdivision agreement and in all offer of purchase and sale agreements, to read as follows:</p> <p>Condition 1)          "This dwelling unit has been supplied with a central air conditioning system which will allow windows and exterior doors to remain closed, thereby mitigating any potential odour impacts from the Trail Road Landfill Facility", to the satisfaction of the General Manager, Public Works and Environmental Services Department (landfill proximity)</p> <p>Condition 2)          The Owner shall supply a central air conditioning system for all residential units within 1000 metres of the Trail Road Landfill Facility. Determination of this distance shall be illustrated on a plan and be to the satisfaction of the General Manager, Public Works and Environmental Services Department</p>	<b>OTTAWA Planning</b>
		<b><u>Land Transfers</u></b>	
82.	<b>LT1</b>	<p>The Owner shall convey, at no cost to the City, all lands required for public purposes, including but not limited to, reserves, road widenings, daylighting triangles, walkway blocks, open space blocks, and lands required for parks (or cash-in-lieu thereof) and for stormwater management. In particular, the Owner agrees to convey the following lands:</p> <ul style="list-style-type: none"> <li>i. Pathway, Walkway or Servicing Blocks – Block 17</li> <li>ii. Open Space Blocks – N/A</li> <li>iii. Watercourses (buffer strips/riparian corridors) – N/A</li> <li>iv. Park Blocks –N/A</li> <li>v. Storm Water Management Blocks – N/A</li> <li>vi. Road Widening Blocks – N/A</li> <li>vii. 0.3 m Reserve Blocks – Blocks 18, 19, 21, 22, 23</li> <li>viii. Daylighting Triangles – as shown on the Draft Plan of Subdivision</li> <li>ix. Transit Corridors – N/A</li> <li>x. Wetlands – N/A</li> </ul>	<b>OTTAWA Planning Legal</b>

83.	<b>LT2</b>	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.	<b>OTTAWA Planning Legal</b>
		<b><u>Blasting</u></b>	
84.	<b>B1</b>	<p>The Owner agree that all blasting activities will conform to the City of Ottawa’s standard S.P. No: F-1201 Use of Explosives. Prior to any blasting activities, a pre-blast survey shall be prepared as per F-1201, at the Owner expense for all buildings, utilities, structures, water wells, and facilities likely to be affected by the blast and those within 75 m of the location where explosives are to be used. The standard inspection procedure shall include the provision of an explanatory letter to the owner or occupant and owner with a formal request for permission to carry out an inspection.</p> <p>The Owner agree to provide a Notification Letter in compliance with City specification F-1201. Specification indicates that a minimum of 15 Business days prior to blasting the Contractor shall provide written notice to all owner(s) and tenants of buildings or facilities within a minimum of 150m of the blasting location. The Owner agrees to submit a copy of the Notification Letter to the City.</p>	<b>OTTAWA Planning</b>
		<b><u>Development Charges By-law</u></b>	
85.	<b>DC2</b>	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> .	<b>OTTAWA Planning Legal</b>
86.	<b>DC3</b>	<p>The Owner acknowledges and agrees to enter into any front-ending agreements with the City of Ottawa for the future Greenbank Road storm sewer that are anticipated to be required in advance of the time as approved by Council. The City shall repay the Owner for the cost of works as noted herein in accordance with the approved Front-Ending Policy of the City’s Development Charge By-law, subject to budget approval of the required expenditure by City Council in the year in which it is approved.</p> <p>Notwithstanding the foregoing, the Owner shall be permitted to construct the Greenbank Road storm sewer in advance of the FEA being finalized.</p>	<b>OTTAWA Planning Legal</b>

87.	<b>DC4</b>	<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"> <li>a) a written acknowledgement from the Owner of the obligation to pay the discounted portion of the development charges;</li> <li>b) no reduction in the Letter of Credit below the amount of the outstanding discounted development charges; and</li> <li>c) indexing of the development charges in accordance with the provisions of the Development Charges By-law.</li> </ul> <p>The Owner further acknowledges that Council may terminate the eligibility for this two-stage payment at any time without notice, including for the lands subject to this agreement and including for a building permit for which an application has been filed but not yet issued.</p> <p>For the purposes of this provision, “discounted portion” means the costs of eligible services, except fire, police and engineered services that are subject to 90% cost recovery of growth-related net capital costs for purposes of funding from development charges. The 10% discounted portion, for applicable services, must be financed from non-development charge revenue sources.</p> <p>“Non-discounted portion” means the costs of eligible services, fire, police and engineered services, that are subject to 100% cost recovery of growth-related net capital costs for purposes of funding from development charges.</p>	<b>OTTAWA Planning Legal</b>
		<b><u>Survey Requirements</u></b>	
88.	<b>Surv1</b>	The Owner shall provide the final plan intended for registration in a digital format that is compatible with the City’s computerized system.	<b>OTTAWA Planning</b>
89.	<b>Surv2</b>	The Plan of Subdivision shall be referenced to the Horizontal Control Network in accordance with the City requirements and guidelines for referencing legal surveys.	<b>OTTAWA Surveys</b>
90.	<b>Surv3</b>	The distance from the travelled Centreline of all existing adjacent roads to the subdivision boundary should be set out in the Plan of Subdivision.	<b>OTTAWA Surveys</b>



		<b><u>Closing Conditions</u></b>	
91.	<b>C1</b>	The City Subdivision Agreement shall state that the conditions run with the land and are binding on the Owner's, heirs, successors and assigns.	<b>OTTAWA Legal</b>
92.	<b>C2</b>	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.	<b>OTTAWA Legal</b>
93.	<b>C3</b>	The owner shall pay any outstanding taxes owing to the City of Ottawa prior to registration.	<b>OTTAWA Planning Revenue</b>
94.	<b>C4</b>	Prior to registration of the Plan of Subdivision, the City is to be satisfied that conditions 1 to 96 have been fulfilled.	<b>OTTAWA Planning</b>
95.	<b>C5</b>	The Owner covenants and agrees that should damage be caused to any of the Works in this Subdivision by any action or lack of any action whatsoever on its part, the General Manager, Planning, Real Estate and Economic Development Department may serve notice to the Owner to have the damage repaired and if such notification is without effect for a period of two full days after such notice, the General Manager, Planning, Real Estate and Economic Development Department may cause the damage to be repaired and shall recover the costs of the repair plus the Management Fee under Section 427, of the <i>Municipal Act, 2001</i> , like manner as municipal taxes.	<b>OTTAWA Planning</b>
96.	<b>C6</b>	If the Plan(s) of Subdivision, including all phases within the draft approved plan of subdivision, has not been registered by March 1, 2027, the draft approval shall lapse pursuant to Section 51 (32) of the <i>Planning Act</i> . Extensions may only be granted under the provisions of Section 51 (33) of said <i>Planning Act</i> prior to the lapsing date.	<b>OTTAWA Planning</b>

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<sup>i</sup> For Clearing Agencies:

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“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.