

MENU OF CONDITIONS
FOR DRAFT APPROVAL
Riverside South Development CORPORATION (RSDC)
980 Earl Armstrong Road, Riverside South Town Centre

Originally Draft Approved 12/08/2014

Revised October 5, 2023

Draft approval extended from November 12, 2023 to November 12, 2024

Re-DRAFT APPROVED Dec 10, 2024

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The City of Ottawa's conditions applying to the draft approval of RSD Corporation's Riverside South Town Centre Subdivision (File No. D07-16-23-0013, 980 Earl Armstrong, are as follows:

		<p>This approval applies to the draft plan certified by Annis O'Sullivan Vollebakk, Ontario Land Surveyor, dated March 26th, 2024, 8 streets, 8 residential blocks, 8 mixed use blocks, 2 park blocks, and 1 school block.</p> <p>This approval applies to the approved conceptual plans and reports in support of the draft plan as follows:</p> <ol style="list-style-type: none"> 1. Assessment of Adequacy of Public Services, 980 Earl Armstrong Road & 4700 Limebank Road, Riverside South, prepared by Arcadis, dated February 2024; 2. Phase 1 ESA Part of 980 Earl Armstrong Road and 4700 Limebank Road, prepared by Paterson Group, dated April 26, 2024. 3. Transportation Impact Assessment (Step 3, for City review), 980 Earl Armstrong Road & 4700 Limebank Road, prepared by Arcadis, dated February 22, 2024; 4. Environmental Impact Statement & Tree Conservation Report, Riverside Sout Development corporation Town Center, prepared by Arcadis, dated February 2024; 5. Noise Control Feasibility Study, 980 Earl Armstrong Road & 4700 Limebank Road, Riverside South, prepared by Arcadis, dated September 2023 6. Geotechnical Investigation - Proposed Mixed-Use Development Town Centre Phase 7A - Riverside South Report PG4958-6, prepared by Paterson Group, dated June 20, 2024 <p>Subject to the conditions below, these plans and reports may require updating and/or additional details prior to final approval.</p>	
		The Owner agrees, by entering into a Subdivision Agreement, to satisfy all terms, conditions and obligations, financial and otherwise, of the City of Ottawa, at the Owner's sole expense, all to the satisfaction of the City.	<u>Clearing Agency¹</u>
		<u>General</u>	
1.	G1	Prior to the issuance of a Commence Work Notification, the Owner shall obtain such permits as may be required from Municipal or Provincial authorities and shall file copies thereof with the General Manager, Planning, Real Estate and Economic Development Department.	OTTAWA Planning
2.	G2	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	OTTAWA Planning

		<p>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 herein and in accordance with the City's Planning Fees By-law.</p>	
3.	G3	<p>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.</p>	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, 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>	OTTAWA Legal
5.	G5	<p>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 .</p>	OTTAWA Legal

6.	G6	The Owner, or his agents, shall not commence or permit the commencement of any site related works until such time as a pre-construction meeting has been held with Planning, Real Estate and Economic Development Department staff and until the City issues a Commence Work Notification.	OTTAWA Planning
		<u>Landowners Agreement</u>	
7.	LA1	Prior to registration, the Owner agrees to provide the City with a clearance letter from the trustee of the [RSDC Landowners Group, confirming that the Owner is party to the [RSDC] Landowners Group and that Cost Sharing Agreements (if applicable) and all of the obligations, financial and otherwise, of the landowner(s) of this subdivision have been fulfilled pursuant to the Landowners Agreement.	LG
		<u>Zoning</u>	
8.	Z1	The Owner agrees that prior to registration of the Plan of Subdivision, the Owner shall ensure that the proposed Plan of Subdivision shall conform with a Zoning By-law approved under the requirements of the <i>Planning Act</i> , with all possibility of appeal to the Ontario Land Tribunal exhausted.	OTTAWA Planning
9.	Z2	The Owner undertakes and agrees that prior to the registration of the Plan of Subdivision, the Owner shall deliver to the City a certificate executed by an Ontario Land Surveyor showing that the area and frontage of all lots and blocks within the Subdivision are in accordance with the applicable Zoning By-law.	OTTAWA Planning
		<u>Roadway Modifications</u>	
10.	RM1	The Owner shall pay all expenses associated with all works related to roadway modifications, and shall provide financial security in the amount of 100% of the cost of implementing the required works.	OTTAWA Planning
11.	RM2	[Road signage and pavement marking] The Owner agrees to provide a Development Information Form and Geometric Plan indicating: 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; 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.	OTTAWA Planning Transpo Plg

12.	RM3	<p>[Registration and required RMA under DC By-law]</p> <p>The Owner acknowledges that phases of the subdivision that will trigger a requirement for road modifications on an arterial or major collector road (as identified in the Transportation Master Plan) will not be registered, unless the works are identified in the City's Development Charges Background Study and By-law, and Council has granted budget approval.</p> <p>The Owner acknowledges that prior to the registration of each phase of the subdivision, the Owner will demonstrate to the City's satisfaction that no road modifications to an arterial or major collector road will be required unless those works are identified in the City's Development Charges Background Study and By-law, and Council has granted budget approval.</p>	OTTAWA Planning Transpo Plg
13.	RM4	<p>[Road Modification Agreement]</p> <p>The Owner agrees that where road modification is identified in the City's Development Charges Background Study and By-law, and such modification is deemed necessary in order to facilitate the development of the subdivision as per the supporting transportation studies, the Owner shall either enter into a Roadway Modification Agreement with the City, or, at the City's discretion, have the necessary provisions incorporated into the subdivision agreement. The Owner acknowledges and agrees it is responsible for the cost of all roadway modification works as identified in the Roadway Modification Approval Report as approved pursuant to the Delegation of Authority By-law, or as included in this agreement.</p>	OTTAWA Planning Transpo Plg
14.	RM5	<p>[Intersections external to the subdivision]</p> <p>In the instance of intersections with arterial roads or major collectors external to the subdivision, the Owner will be eligible for reimbursement for the cost of such intersections. The reimbursement is subject to limitations and procedures set forth in the policy approved by Council May 2019. The Owner acknowledges that financial security and roadway modification agreement/subdivision agreement clauses for such intersections are required.</p>	OTTAWA Planning
15.	RM6	<p>[Interim control for signalized intersections]</p> <p>The Owner acknowledges and agrees that the intersection of Limebank Road and Borbridge Avenue (Street 7) shall be signalized once traffic warrants are met and after such intersection signalization works have been identified in the next update to the City's Development Charges Background Study and By-law.</p> <p>In the interim, the Owner agrees that Street 7 will function as a stop-controlled intersection only at Limebank Road. The intersection will be designed and constructed to the satisfaction of the General Manager, Planning, Real Estate and Economic Development Department.</p>	OTTAWA Planning

		The Owner further acknowledges and agrees, that once the Development Charges Background Study and By-law has been updated to include signalization for Borbridge Ave and Limebank Road, the Owner may file a Front Ending Agreement application for the signalization of Borbridge Ave and Limebank Road intersection. The approval of such agreement shall be to the full discretion of the City.	
16.	RM7	<p>[Traffic calming]</p> <p>Where traffic calming is identified, the Owner acknowledges and agrees to implement traffic calming measures on roads within the limits of their subdivision to limit vehicular speed and improve pedestrian safety. The Owner further acknowledges and agrees that the detailed design for new roads will include the recommendation(s) from the required supporting transportation studies.</p> <p>The Owner agrees that traffic calming measures shall reference best management practices from the Canadian Guide to Neighbourhood Traffic Calming published by the Transportation Association of Canada, the Ontario Traffic Manual, the City of Ottawa Traffic Calming Design Guide, the City of Ottawa Designing Neighbourhood Collector Streets document, and the City of Ottawa Local Residential Streets 30km/h Design Toolbox. These measures may include either vertical or horizontal features (such measures shall not interfere with stormwater management and overland flow routing), including but not limited to:</p> <ul style="list-style-type: none"> • intersection or mid-block narrowings, chicanes, medians; • speed humps, speed tables, raised intersections, raised pedestrian crossings; • road surface alterations (for example, use of pavers or other alternate materials, provided these are consistent with the City's Official Plan polices related to Design Priority Areas); • pavement markings/signage; and • temporary/seasonal installations such as flexi posts or removable bollards. 	OTTAWA Planning
		<u>Roadways</u>	
17.	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, Real Estate and Economic Development Department.	OTTAWA Planning
18.	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	OTTAWA Planning

		agrees to revise the Draft Plan in accordance with the recommendations of the study.	
19.	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
20.	HR4	The Owner shall convey to the City, at no cost to the City, an unencumbered road widening along <i>Limebank Road</i> , adjacent to the subdivision lands, in accordance with the Official Plan. The required widening shall be illustrated on the Draft M-Plan and Final Plan of Subdivision as a dimension from the existing centerline of the public highway to the required widened limit. If it is determined that a widening is not required, the Owner's Surveyor shall illustrate the distance from the existing centerline of the Public Highway to the existing road limit on the Draft M-Plan and the Final Plan of Subdivision. All of which will be to the satisfaction of the City Surveyor.	OTTAWA Planning Surveys
21.	HR5	Any dead ends and/or open spaces of road allowances created by this plan of subdivision may be terminated in 0.3 metre reserves. The Owner shall place 0.3 metre reserves on the following locations: <ul style="list-style-type: none"> • <i>Western edge of Street 7 (Borbridge Avenue)</i> • <i>Southern edge of Street 6 (Main Street)</i> 	OTTAWA Planning Legal
22.	HR6	The Owner shall provide site triangles of the following dimensions and locations on the final plan: <ul style="list-style-type: none"> • Overlapping 5m x 15m triangles: <ul style="list-style-type: none"> ○ <i>At Portico Way/Transit Street</i> ○ <i>At Limebank Road/Street 7</i> • Overlapping 3m x 9m corner triangles: <ul style="list-style-type: none"> ○ <i>At Street 2/Street 3</i> ○ <i>At Street 6/Street 7</i> ○ <i>At Street 8/Street 7</i> ○ <i>At Limebank Road/Transit Street</i> • 3m x 9m, with the 9m dimension along the major (i.e., Collector or Arterial) road: <ul style="list-style-type: none"> ○ <i>At Earl Armstrong Road/Street 1</i> ○ <i>At Limebank Road/Street 4</i> ○ <i>At Limebank Road/Limebank Station</i> ○ <i>At Limebank Road/Street 5</i> ○ <i>At Street 6/Street 5</i> 	OTTAWA Planning Legal

		<ul style="list-style-type: none"> • 5m x 5m: <ul style="list-style-type: none"> ○ <i>At Portico Way/Street 2</i> ○ <i>At Street 1/Street 2</i> ○ <i>At Street 3/Street 4</i> • 3m x 3m: <ul style="list-style-type: none"> ○ <i>At Local/Local intersections</i> ○ <i>At Lane/Local intersections</i> 	
23.	HR7	A 0.3 m reserve adjacent to the widened limit of <i>Earl Armstrong Road and Limebank Road</i> shall be indicated on the plan submitted for registration and conveyed at no cost to the City.	OTTAWA Planning Legal
24.	HR8	<p>Where traffic lights are required to facilitate the proposed development, according to the approved transportation analysis and studies, 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, Real Estate and Economic Development Department approves the assumption of the lights.</p> <p>The require traffic lights are to be located at the following locations:</p> <ul style="list-style-type: none"> • <i>TBD through future TIA prior to registration of this agreement</i> 	OTTAWA Planning
25.	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, Real Estate and Economic Development Department.	OTTAWA Planning
26.	HR1 0	<p>The Owner acknowledges and agrees that should the plan be registered in phases; the first phase of registration shall include:</p> <ul style="list-style-type: none"> • <i>Construction of Street 1, Street 2, and Street 4.</i> • <i>Reconstruction of Street 3 (Main Street) between Earl Armstrong Road and Transit Street</i> • <i>Construction of Portico Way between Larimar Circle/Street 2 and the bus rapid transit corridor</i> • <i>An interim multi-use pathway along the northern edge of the bus rapid transit corridor extending from Main Street to 175m west of Main Street.</i> 	OTTAWA Planning
27.	NEW	The Owner acknowledges and agrees that should the third phase of registration occur prior to the City constructing the bus rapid transit lanes between Portico Way and Street 3 / Street 6, then The Owner agrees to design and construct a roundabout at the intersection of Street 3 / Street 6 and Transit Street per the policies of the Riverside South Secondary Plan.	OTTAWA Planning

		<p>The roundabout will include a 3.0-metre-wide sidewalk around the outer edge of the roundabout right-of-way. The location and design of the sidewalk will protect for an ultimate 3.0-metre-wide bidirectional cycle track located adjacent to the sidewalk; however, The Owner is not required to construct the ultimate cycle track facility around the roundabout. In the interim, the roundabout sidewalk will serve as a multi-use pathway.</p> <p>The Owner is also not required to construct the west leg of the roundabout that will ultimately serve the bus rapid transit corridor.</p> <p>The roundabout shall be designed, reviewed and approved to the satisfaction of the General Manager, Planning Development and Building Services (PDBS).</p>	
28.	HR1 1	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
29.	HR1 2	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, Real Estate and Economic Development Department.	OTTAWA Planning
30.	HR1 4	<p>[Development on Private Streets] The Owner covenants and agrees to:</p> <ul style="list-style-type: none"> a) obtain approval for a Common Elements Condominium, or other agreement as deemed appropriate, which condominium or other agreement once registered on title, will set out the obligations between the co-Owners of the common elements for the operation and maintenance of the private streets, private watermains, private hydrants and private water services, such agreement to be to the satisfaction of the City Solicitor. b) design all private watermains within the subdivision to the satisfaction of the City, and it will pay all related costs, including the cost of connection, inspection, and disinfection by City personnel. c) install the private infrastructure services in accordance with the staging schedule approved by the City. 	OTTAWA Planning Legal
31.	HR1 5	The Owner acknowledges that the construction of buildings may be restricted on certain lots and/or blocks until such time as road connections	OTTAWA Planning

		are made so that snow plow turning and garbage collection can be implemented.	
		<u>Public Transit</u>	
32.	PT1	The Owner shall design and construct, at its expense, Portico Way, Streets 2, 3, 6, 7, 8, which have been identified as transit service routes, to Transportation Association of Canada standards, including right-of-way width, horizontal and vertical geometry.	OTTAWA Planning Transit
33.		The Owner shall design and construct, at its expense, the determined locations for transit passenger standing areas and shelter pads, to the specifications of the General Manager, Planning, Real Estate and Economic Development Department. The locations for transit passenger standing areas and shelter pads will be determined by Transit Service during the CUP or Site Plan review stages for each phase.	
34.	PT2	The Owner shall ensure that the staging of the Subdivision, including the construction of dwellings, roadways, walkways, and paved passenger standing areas, or shelter pads, shall occur in a sequence that permits the operation of an efficient, high quality transit service at all stages of development.	OTTAWA Transit
35.	PT3	The Owner shall orient dwellings and vehicular accesses in the vicinity of bus stops in such a manner as to avoid traffic conflicts and visual intrusion. Prior to the earlier of early servicing or registration, the Owner shall submit plans to Planning, 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.	OTTAWA Planning Transit
36.		<p>The Owner shall indicate on all plans used for marketing purposes and include as part of the standard move-in information package a clearly written description and diagram showing the location of Limebank Station and the dedicated transit rights-of-way.</p> <p>The Owner shall incorporate the following clause into all agreements of purchase and sale:</p> <p style="padding-left: 40px;">“The Owner acknowledges that Earl Armstrong Road, Limebank Road, Portico Way, Streets 2, 3, 6, 7, 8 and the transit right-of-way extending westward from Town Square Boulevard are identified transit service routes where buses may operate. Bus stop infrastructure and amenities such as passenger standing areas, shelter pads and shelters, benches, waste and recycling bins, signage, light standards, bicycle racks, or other as appropriate may</p>	OTTAWA Transit

		be located in front of, adjacent to, or within view of the purchaser's lot at any time, at the discretion of Transit Services.”	
37.	PT6	Where applicable or as identified in the supporting transportation studies, the Owner covenants and agrees to dedicate, at a minimum, Block 8, Block 9, Block 10, and Block 15 to the City for a transit right-of-way. The alignment of the transit corridor on the final plan shall be to the satisfaction of the General Manager, Planning, Real Estate and Economic Development Department and the General Manager, Transportation Services.	OTTAWA Planning Transit
		<u>Geotechnical</u>	
38.	GT1	<p>Where special soils conditions exist, the Owner covenants and agrees that the following clause shall be incorporated into all agreements of purchase and sale for Lots (<i>insert lots numbers</i>). and included in the municipal covenant agreement against the title:</p> <p>“The Owner acknowledges that special soils conditions exist on this lot which will require:</p> <ul style="list-style-type: none"> (a) a geotechnical engineer licensed in the Province of Ontario to approve any proposal or design for a swimming pool installation or other proposal requiring an additional building permit on this lot prior to applying for a pool enclosure permit or installing the pool; and (b) the Owner to submit a copy of the geotechnical engineer's or geoscientists report to the General Manager, Planning, Real Estate and Economic Development Department at the time of the application for the pool enclosure or additional building permit. <p>The Owner also acknowledges that said engineer or geoscientist will be required to certify that the construction has been completed in accordance with his/her recommendation and that a copy of the certification or report will be submitted to the General Manager, Planning, Real Estate and Economic Development Department.</p>	OTTAWA Planning
39.	GT2	<p>The Owner shall submit a geotechnical report prepared in accordance with the City's Geotechnical Investigation and Reporting Guidelines and/or Slope Stability Guidelines for Development Applications by a geotechnical engineer or geoscientist, licensed in the Province of Ontario, containing detailed information on applicable geotechnical matters and recommendations to the satisfaction of the General Manager, Planning, 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; 	OTTAWA Planning

		<ul style="list-style-type: none"> 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: 	
40.	GT3	<p>Sensitive marine clay soils</p> <ul style="list-style-type: none"> a) The Owner agrees to any restrictions to landscaping, in particular the type and size of trees and the proximity of these to structures/buildings due to the presence of sensitive marine clay soils, as per the City’s Tree Planting in Sensitive Marine Clay Soils – 2017 Guidelines. b) The Owner agrees to provide the following tests, data, and information prior to zoning approval , in order to determine the sensitivity of the clay soils and how it will impact street tree planting and potentially front yard setbacks: <ul style="list-style-type: none"> i. Shear Vane analysis including remolded values per ASTM D2573. ii. Atterberg Limit testing per ASTM D4318; with the following data clearly identified, Natural water content (W), Plastic Limit (PL), Plasticity Index (PI), Liquidity Index (LI), and Activity (A). iii. Shrinkage Limit testing per ASTM D4943 with Shrinkage Limit (SL). iv. A separate section within the geotechnical report on sensitive marine clay soils, which will include a signed letter and corresponding map that confirms the locations of low, medium sensitivity (generally <40% plasticity) or high sensitivity clay soils (generally >40% plasticity), as determined by the above tests and data. 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. 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 	OTTAWA Planning

		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).	
41.	GT4	In areas of sensitive marine clay soils, the Owner agrees that, prior to registration, to prepare an information package for homeowners regarding tree planting and watering, in accordance with the supporting geotechnical report. This information must be approved by Forestry Services prior to circulation to homeowners.	OTTAWA Forestry
		<u>Pathways, Sidewalks, Walkways, Fencing, and Noise Barriers</u>	
42.	S1	The Owner acknowledges and agrees that all pathways, sidewalks, walkways, fencing, and noise barriers are to be designed and constructed in accordance with City specifications, at no cost to the City, and to the satisfaction of the General Manager, Planning, Real Estate and Economic Development Department.	
43.	S3	[Sidewalks along public roads] The Owner agrees to design and construct a minimum 2-metre-wide sidewalks on both sides of <u>all of local and collector roads</u> , including those below: <ul style="list-style-type: none"> • Street 1 • Street 2 • Street 4 • Street 5 • Street 7 • Street 8 • Portico Way 	OTTAWA Planning
44. new	S4	[Wide sidewalks along public roads] a) The Owner agrees to design and construct a minimum 2.5-metre-wide sidewalks on both sides of: <ul style="list-style-type: none"> • Mainstreet (Street 3 and Street 6) b) The Owner agrees to design and construct a minimum 3-metre-wide sidewalks around the perimeter of the roundabout intersection of Street 3, Street 6, and Transit Street	OTTAWA Planning

45. new	S5	<p>[Cycle tracks]</p> <p>a) The Owner agrees to design and construct a minimum 1.8-metre-wide unidirectional cycle track on both sides of:</p> <ul style="list-style-type: none"> • Street 2 • Street 3 • Street 6 • Street 7 • Street 8 • Portico Way 	
46. new	S6	<p>[Interim multi-use pathway (MUP)]</p> <p>The Owner acknowledges and agrees to design and construct a minimum 3.0-metre-wide interim multi-use pathway along the northern edge of the bus rapid transit corridor extending from Main Street to 175m west of Main Street.</p>	OTTAWA Planning
47.	S7	<p>[Multi-use pathway (MUP) on public lands]</p> <p>The Owner acknowledges and agrees to design and construct a minimum 3-metre-wide multi-use pathway through any pathway blocks recommended by the Transportation Impact Assessment to provide a pedestrian friendly environment and encourage permeability in the community. This shall be to the satisfaction of the General Manager, Planning Development, Building Services Department.</p>	OTTAWA Planning
48.	S8	<p>The Owner agrees to connect all new pathways, sidewalks, walkways to the existing pathways, sidewalks, walkways located at the following locations:</p> <ul style="list-style-type: none"> • Earl Armstrong Road • Limebank Road • Portico Way • Street No. 3 (Main Street) • Any other streets that are constructed, in construction, or planned 	OTTAWA Planning
49.	S9	<p>[Chain link fence between public and private lands]</p> <p>a) The Owner agrees to design and construct 1.5 metre black vinyl-coated chain link fences in accordance with the Fence By-law at the following locations:</p> <ul style="list-style-type: none"> • to be determined through future detailed site design <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>	OTTAWA Planning

		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.	
50.	S10	<p>[Chain link fence between parks and other lands]</p> <p>a) The Owner agrees to design and construct 1.5 metre black vinyl-coated chain link fences in accordance with the Fence By-law at the following locations:</p> <ul style="list-style-type: none"> • _____ <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 X for details.</p>	OTTAWA Planning Parks
51.	S11	<p>[Wood privacy fences]</p> <p>a) The Owner agrees to design and construct 1.8 metre wood privacy fences in accordance with the Fence By-law at the following locations:</p> <ul style="list-style-type: none"> • To be determined through future detailed site design <p>b) The Owner agrees that any wood privacy fence required to be installed shall be located a minimum of 0.15 metres inside the property line of the private property.</p>	OTTAWA Planning
52.	S12	<p>[Noise attenuation barriers]</p> <p>a) The Owner agrees to design and erect at no cost to the City, noise attenuation barriers in accordance with City specifications at the following locations:</p> <ul style="list-style-type: none"> • To be determined through future detailed site design <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
53.	S13	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:	OTTAWA Planning

		<p>“Purchasers are advised that they must maintain all fences in good repair, including those as constructed by (RSDC) 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>	
		<p><u>Landscaping/Streetscaping</u></p>	
54.	LS1	<p>The Owner agrees, prior to registration or early servicing, whichever is earlier, to have a landscape plan(s) for the plan of subdivision prepared by a Landscape Architect, in accordance with the recommendations contained in the geotechnical report(s), the Tree Conservation Report, and/or the Environmental Impact Statement (if appropriate).</p> <p>The landscape plan(s) shall include detailed planting locations, plant lists which include species, plant form and sizes, details of planting methods, pathway widths and materials, access points, fencing requirements and fencing materials, other landscape features and gateway features where required.</p> <p>The Owner agrees to implement the approved landscape plan(s) and bear all costs and responsibility for the preparation and implementation of the plan(s).</p> <p>The Owner agrees that where sensitive marine clay soils are present, and the geotechnical report has satisfied the applicable conditions of the Tree Planting in Sensitive Marine Clay Soils - 2017 Guidelines, confirmation of adequate soil volumes in accordance with the subject guidelines shall be provided by a Landscape Architect prior to zoning approval.</p> <p>All of the aforementioned are to the satisfaction of the General Manager, Planning, Real Estate and Economic Development Department.</p>	OTTAWA Planning Forestry
55.	LS2	<p>The Owner agrees that:</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>	OTTAWA Planning Forestry

56.	LS3	<p>In areas of sensitive marine clay soils where the six conditions of the Tree Planting in Sensitive Marine Clay Soils – 2017 Guidelines have been met, the following shall be provided:</p> <p>a) The landscape plan shall include a note indicating that is has been developed as per the geotechnical report(s) (date, author), the letter (date, author), and Map (date, title), to the satisfaction of the General Manager, Planning, Real Estate and Economic Development.</p> <p>b) At the time of tree planting, in addition to providing an F1 inspection form, the Landscape Architect will provide a signed letter indicating that trees have been planted with appropriate soil volume in accordance with the approved Landscape Plan, to the satisfaction of the General Manager, Planning, Real Estate and Economic Development.</p>	OTTAWA Planning
		<u>Tree Conservation</u>	
57.	TC1	<p>[Urban area] The Owner acknowledges and agrees to abide by the Tree Protection By-law, 2020-340, and that any trees to be removed from the site shall be in accordance with an approved Tree Permit.</p> <p>The Owner agrees to implement the measures recommended in the supporting tree conservation report to ensure preservation of the trees identified for protection, in accordance with the City’s tree protection requirements listed within the Tree Protection By-law, 2020-340. All of which are to the satisfaction of the General Manager, Planning, Real Estate and Economic Development Department.</p>	OTTAWA Planning
58.	TC3	The Owner agrees to maintain the tree protection measures until construction is complete and/or the City has provided written permission to remove them.	OTTAWA Planning
		<u>Gateway Features</u>	
59.	GF1	<p>[Community or Primary Neighbourhood Gateway Features on public land] The Owner acknowledges and agrees that the proposed Community Gateway Features located at the intersection of <u>Earl Armstrong Road and Limebank Road</u> 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</p>	OTTAWA Planning

		<p>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, Real Estate and Economic Development Department.</p>	
60.	GF2	<p>[Secondary Neighbourhood Gateway Features on public land]</p> <p>The Owner acknowledges and agrees that the proposed <u>Secondary Neighbourhood Gateway Feature(s) shall be designed</u>, 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 guarantee on-going maintenance and removal of the Secondary Neighbourhood Gateway Feature(s).</p> <p>The Owner shall be solely responsible for the on-going upkeep and maintenance of the Secondary Neighbourhood Gateway Feature until it is removed, upon which time the security may be released.</p> <p>All of the aforementioned are to the satisfaction of the General Manager, Planning, Real Estate and Economic Development Department.</p>	OTTAWA Planning
		<u>Parks</u>	
61.	P1	<p>The parkland dedication requirement for the Subdivision is estimated to be approximately 4.751 ha in accordance with the Parkland Dedication By-law No. 2022-280 and the <i>Planning Act</i>. If the number of proposed residential units changes, the block areas change, and/or the residential and commercial floor areas change on the mixed-use blocks, the parkland dedication requirement may also change. The estimate of the parkland dedication requirement is calculated as follows:</p> <p>Table1. Estimated Parkland Dedication Requirement.</p>	OTTAWA Parks

Block on Draft Plan	Proposed Use¹	Dwelling Units	Block Area (ha)	Parkland Dedication Rate²	Parkland Dedication Requirement (ha)
1	Mid-Rise Residential ³	120	2.431	1 ha per 300 dwelling units	0.400
2	High-Rise Residential ⁴	280	3.739	1 ha per 300 dwelling units to a maximum of 25% of the block area	0.935
3					
4	Commercial	375	2.501	2% of Gross Land Area	0.005 (assumes a 10% commercial portion of the total gross floor area)
	High-Rise Residential ⁴			1 ha per 300 dwelling units to a maximum of 25% of the block area	0.563 (assumes a 90% residential portion of the total gross floor area)
5	Park		0.495	Not applicable	-
6	Commercial	500	2.418	2% of Gross Land Area	0.005 (assumes a 10% commercial portion of the total gross floor area)
	High-Rise Residential ⁴			1 ha per 300 dwelling units to a maximum of 25% of the block area	0.544 (assumes a 90% residential portion of the total gross floor area)
7	Park		10.875	Not applicable	-
8, 9, 10	Transit Street ROW		Not applicable	Not applicable	-
11	Mid-Rise Residential ³	310	7.957	1 ha per 300 dwelling units	1.033
12	School		3.739	Assumed to be exempt	
13	High-Rise Residential ⁴	290	1.431	1 ha per 300 dwelling units to a maximum of 25% of the block area	0.363
14	High-Rise Residential ⁴	360	4.450	1 ha per 300 dwelling units to a maximum	0.903

				of 25% of the block area	
Total		2,235			4.751

¹ The land uses are based on Table 1 of the Traffic Impact Assessment, 980 Earl Armstrong Road & 4700 Limebank Road, Riverside South Phase 7, prepared by Arcadis and dated February 22, 2024.

² The subdivision application received draft plan approval prior to November 28, 2022, and is subject to the alternative parkland dedication rate prior to Bill 23 coming into force.

³ Residential uses have been assumed to be non-apartment residential uses for the mid-rise residential uses for the purpose of estimating the parkland dedication requirements.

⁴ Residential uses have been assumed to be high-rise apartments for the high-rise residential uses for the purpose of estimating the parkland dedication requirements.

62.	P2	<p>In accordance with the Planning Act and the City of Ottawa Parkland Dedication By-law No. 2022-280, the Owner shall convey Blocks 5 and 7 (the “Park Blocks”) to the City, at no cost, as dedicated parkland. The Owner agrees the areas of the Park Blocks shall be approximately 0.495 ha for Block 5 and 10.875 ha for Block 7. The total area of parkland to be conveyed to the City shall be approximately 11.37 ha. The size and configuration of the Park Blocks on the Final Plan shall be to the satisfaction of the General Manager, Recreation, Cultural & Facility Services Department.</p>	<u>OTTAWA Parks</u>
63.	P3	<p>The Owner acknowledges and agrees that there will an over dedication of approximately 6.619 ha of parkland within this Subdivision. The Owner further acknowledges and agrees that the over dedication of parkland within this Subdivision is intended to be offset by the under dedication of parkland elsewhere in the existing Riverside South Community Design Plan area and the future Riverside South Secondary Plan area, as indicated in the Riverside South Community Landowners Core Services Cost Sharing Agreement applicable to parks, to the satisfaction of the General Manager, Recreation, Cultural and Facility Services Department.</p>	
64.	P4	<p>Prior to the registration of the Subdivision Agreement for the Subdivision Phase containing Park Block 5, the Owner agrees to submit a Facility Fit Plan and cost estimate in accordance with the City’s Park Development Manual, 2nd Edition 2017 (and as amended) for Park Block 5, to the satisfaction of the General Manager, Recreation, Cultural and Facility Services Department.</p> <p>The Owner further acknowledges and agrees that the City shall be responsible for the preparation of a Facility Fit Plan and cost estimate for Park Block 7.</p>	

65.	P5	<p>The Owner acknowledges and agrees to design and construct the parkland, identified as Park Block 5, in accordance with City specifications and standards. The Owner further agrees to provide design plans and documents as detailed in the Park Development Manual 2nd edition 2017 (and as amended) for the park. The plans and documents will detail the designs, costs and amenities to be provided in each park. The expected cost of the design, construction, review and inspection of these parks will be in accordance with the rate per hectare and indexing rate utilized for park development by the City at the time of registration of the Subdivision Agreement for the Subdivision Phase containing Park Block 5.</p> <p>The design plans and documents as well as the final budget for design, construction, review and inspection shall be subject to approval by the City, all to the satisfaction of the General Manager, Recreation, Cultural and Facility Services Department.</p> <p>The Owner further acknowledges and agrees that the City shall be responsible for the design and construction of the parkland identified as Park Block 7. The Owner agrees to provide the City clean fill once the final design of Park 7 is completed should a deficiency of fill be identified above and beyond the works described in the Park Site Preparation Agreement referenced in Condition P6.</p>	OTTAWA Parks
66.	P6	<p>Within 1 year of the registration of the Phase 7-1 Subdivision Agreement, the Owner agrees to enter into a Park Site Preparation Agreement with the City for approximately 9.375 hectares of Park Block 7. The Owner further acknowledges and agrees that the Park Site Preparation Agreement shall set out the terms and conditions for the Owner to prepare the western 9.375 hectares of Park Block 7, including but not limited to tree removal, stripping, grubbing and stockpiling the topsoil, and filling and rough grading the site to provide positive drainage, and for the City to reimburse the Owner for the reasonable cost of these works. The Parties agree that a preliminary estimate of the value of the works is approximately \$1,171,625 plus HST (2024 dollars). The Parties acknowledge and agree that the final area of the works and the final amount of reimbursement shall be identified in the Park Site Preparation Agreement. The Parties further agree that the Park Site Preparation Agreement shall include a reference to the grading and drainage plan for the works and may include a schedule describing the area of the works. The Owner further acknowledges and agrees that the City shall be solely responsible for the site preparation of the eastern 1.5 hectares of Park Block 7 that corresponds with the site of the proposed Riverside South Community Centre and Library Branch project.</p>	
67.	P7	<p>All Owner obligations associated with the Park Blocks 5 and 7 and must be completed to the satisfaction of the General Manager, Recreation, Cultural and Facility Services Department within two years of registration except that</p>	OTTAWA Parks

		the timeline to complete the works described in Condition P6 shall be described in the Park Site Preparation Agreement.	
68.	P8	The Owner acknowledges and agrees that no stormwater management facilities, encumbrances such as retaining walls, utility lines or easements 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.	OTTAWA Parks
69.	P9	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 Blocks 5 and 7 must be approved by the General Manager of Recreation, Culture and Facility Services Department, and will not form part of the <i>Planning Act</i> parkland dedication requirements.	OTTAWA Parks
70.	P10	The Owner agrees that Park Blocks 5 and 7 must be fully developable for their intended use based on a geotechnical report. If any constraints to development of Park Block 5 are found the measures necessary to mitigate the constraints and to provide a subgrade suitable for the intended park(s) uses as identified in the Facility Fit Plan, or if a Facility Fit Plan has not yet been prepared for intended park uses as identified by Parks planning staff, will be undertaken by the Owner. The Owner is solely responsible for the costs of any necessary mitigation measures in addition to the Park 5 Development Budget. All of the aforementioned are to the satisfaction of the General Manager, Recreation, Cultural and Facility Services Department.	OTTAWA Parks
71.	P11	Once a Facility Fit Plan is submitted for Park Block 5 or permission has been granted by the City, and after tree protection fencing has been installed accordingly, both as approved by the General Manager, Recreation, Cultural and Facility Services Department, the Owner may remove vegetation, trees and topsoil from Park Block 5 to facilitate rough grading of the area. The Owner agrees that the Owner may stockpile the topsoil for Park Block 5 either on or off the park(s). If the removal of the native topsoil is required for Park Block 5, 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
72.	P12	The City acknowledges and agrees that the Owner may use Park Block 5 outside of the protected park areas for the stockpiling of materials or staging as needed. The Owner agrees to conduct the stockpiling of soils in	OTTAWA Parks

		<p>accordance with the O. Reg.406/19: On-site and Excess Soil Management, as amended.</p> <p>The Owner acknowledges and agrees that the stockpiling of materials and staging shall not be permitted on Park Block 7 except for the stockpiling of materials and staging necessary for the Owner to undertake the works described in the Park Site Preparation Agreement referenced in Condition P6.</p> <p>The Owner agrees contaminated soils shall not be stockpiled on future park areas. The Owner agrees to provide to the City documentation of the source and quality of the soils temporarily stored on the future park areas.</p> <p>The Owner acknowledges and agrees that in the event that the Owner chooses to use the parkland for stockpiling or staging, once this use of the parkland is completed, all materials will be removed from the parkland and a geotechnical report by a qualified and licensed engineer or geoscientist will be submitted. The geotechnical report shall confirm that the subgrade is suitable for its intended use and that no contaminants have been deposited on the parkland. The geotechnical report must indicate the level of soil compaction on the site and conform to City Standards, to the satisfaction of the General Manager, Recreation, Cultural and Facility Services Department.</p> <p>The Owner agrees that any remediation required to the parkland as result of the owners use of the parkland will be at the Owner's expense and will be in addition to the estimated park budget calculated at the per hectare rate as indexed and such remediation work shall be completed to the satisfaction of the General Manager, Strategic Initiatives Department.</p>	
73.	P13	The Owner further agrees to prepare and submit after registration, for approval all park plans and documents for Park Block 5 required as noted in the Park Development Manual 2 nd Edition 2017 (and as amended) based on the approved Facility Fit Plan, all to the satisfaction of the General Manager, Recreation, Cultural and Facility Services Department.	OTTAWA Parks
74.	P14	a) Any fill imported to Park Blocks 5 and/or 7 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 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.	OTTAWA Planning Parks

		b) Copies of all records related to all soils imported to the future park areas must be provided to the City.	
75.	P15	It is the responsibility of the Owner to fill and rough grade Park Block 5 where necessary, with clean earth borrow, compacted and leveled within the Park Blocks 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.	
76.	P16	It is the responsibility of the Owner to undertake final grading of Park Block 5 as per the park working drawings / grading and drainage plan. This final grading will be covered by the park budget to a maximum of 10% of the park construction cost. Additional grading beyond 10% of park construction cost will be at the Owner's expense. All works and design drawings are subject to the approval of the General Manager, Recreation, Cultural and Facility Services Department and the General Manager, Planning, Development and Building Services Department.	OTTAWA Planning Parks
77.	P17	Unless otherwise specified the Owner shall provide the following services and utilities to the Park Blocks: Park Block 5 a) A 300mm diameter storm sewer and CB/MH at 2m inside the park property line. b) A 50mm diameter water line complete with standpost at 2m inside the park property line. A city standard park water vault chamber, standard detail W31.1 latest version, must also be installed as part of parks water works. The park water vault will be funded from the park budget. Co-ordination of all park water works including water vault and meter installation is an Owner responsibility. c) 150mm diameter sanitary sewer and MH at 2m inside the park property line. d) A 120/240 volt, 200 amperes single phase hydro service at 2m inside the park property line. The Owner is responsible for making all arrangements and coordinating the connection of the new hydro (electrical) service, including costs and inspections, with the respective hydro (electricity) agencies. The Owner is also responsible to ensure the park electricity service(s) is included on the approved CUP drawings.	

		<p>Park Block 7</p> <ul style="list-style-type: none"> a) A 300mm diameter storm sewer and CB/MH at 2m inside the park property line. b) A 150mm diameter watermain with a valve and box or chamber inside the park lot line. c) 150mm diameter sanitary sewer and MH at 2m inside the park property line. d) A 600 volt, 3-phase hydro service at 2m inside the park property line. The Owner is responsible for making all arrangements and coordinating the connection of the new hydro (electrical) service, including costs and inspections, with the respective hydro (electricity) agencies. The Owner is also responsible to ensure the park electricity service(s) is included on the approved CUP drawings. <p>All Works shall be shown on the approved drawings and shall be subject to the approval of the General Manager, Recreation, Cultural & Facility Services Department and the General Manager, Planning, Development and Building Services Department. The Owner acknowledges and agrees to provide all additional servicing infrastructure within Park Block 5 to provide fully functioning park amenities in accordance with the approved park design plans. Additional servicing costs may be included in the park budget for Park Block 5 to the approval and satisfaction of the General Manager, Recreation, Cultural & Facility Services Department.</p>	
78.	P18	<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 park property side of the common property line, and the location of the fence shall be verified by an Ontario Land Surveyor. All fences must adhere to the City's fence By-law 2003-462. Fence materials will be of commercial grade and consist of 6-gauge black vinyl coated chain link material and black powder coated schedule 40 pipe rails and posts or an approved alternative.</p>	OTTAWA Parks
79.	P19	<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

80.	P20	<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 (select as appropriate):</p> <ul style="list-style-type: none"> a) active hard surface and soft surface recreational facilities b) active lighted sports fields and other lit amenities c) recreation and leisure facilities d) potential community centre e) library f) day care g) other potential public buildings/facilities. 	OTTAWA Parks
81.	P21	<p>The Owner acknowledges and agrees that, if the approved park concept design for Park Block 5 contains amenities proposed by the Owner that exceed the standard park design and construction budget, and if securities are not retained by the City for these items, the City shall not be responsible for these items in the event that the City must complete the park.</p>	OTTAWA Parks
82.	P22	<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 the park by the City, the owner will retain all liability for the transferred blocks and that said transfer will in no way exonerate the Owner from its responsibility to design and construct the park pursuant to the terms of this agreement.</p>	OTTAWA Parks
83.	P23	<p>The Owner acknowledges and agrees that where multiple parks are to be developed within a Community Design Plan (CDP) area, a Secondary Plan area or draft plan of subdivision with multiple landowners, the landowners will enter into a cost sharing agreement to cover the cost of the development of the parks as per the direction of Policy 11.6.11 of the Official Plan. Prior to registration, the Owner shall submit to the City proof from the landowners' trustee that the Owner is party to the cost sharing agreement and has paid its share of any costs pursuant to the landowner's agreement, or the Owner shall submit other suitable documentation from the landowners' trustee demonstrating that the Owner is participating in the landowners' agreement, to the satisfaction of the General Manager, Recreation, Cultural and Facility Services.</p>	OTTAWA Planning Parks
84.	P24	<p>Prior to the acceptance of Park Block 7 with substantial wooded area, the Owner agrees to remove any dead, dying or fallen trees and debris from within the Park Block that pose a safety risk. Prior to any removals, the Owner must arrange an inspection of the lands with the City Forester and</p>	OTTAWA Planning Parks

		Park Planner in advance of these works occurring. Any removals/clean up shall follow best forestry practises.	
85.	P25	<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 Department a professionally painted sign indicating:</p> <p style="text-align: center;"> Future Parkland No Dumping No Removal Soil or Vegetation No Storage of Materials </p> <p style="text-align: center;"> Parc futur Il est interdit de jeter des déchets Il est interdit d'enlever le sol ou la végétation Entreposage de matériaux interdit </p>	OTTAWA Parks
86.	P26	<p>Upon registration of the subdivision and transfer of ownership of Park Blocks 5 and 7 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, • a letter of credit which covers the full amount of the park construction cost for Park Block 5 to ensure the work is completed <p>the Owner will hereby be granted consent to enter at no cost to complete the work. All is to the satisfaction of the General Manager of Recreation Culture and Facility Services Department.</p>	OTTAWA Parks
87.	P27	<p>The Owner acknowledges and agrees that no work within the ROW in front of, or around, any boundary of Park Blocks 5 and 7 will be a park cost. All ROW work including, tree planting, topsoil and sod, and all hard surface work will be at the Owners' expense with the exception of the ROW work for Transit Street.</p> <p>Where a park plaza or landscape feature extends into the ROW as a continual element of the park development, this work may be considered park work at the discretion of the General Manager, Recreation, Cultural and Facility Services Department.</p>	OTTAWA Parks
		<u>Environmental Constraints</u>	
88.	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, Real Estate and Economic Development Department.	OTTAWA Planning RVCA

89.	EC2	The Owner agrees that prior to registration, early servicing, or other works that would alter the vegetative characteristics of the site, the Owner shall have the environmental impact statement updated as necessary to reflect the final plan as approved, and to address any changes to the anticipated impacts and recommended mitigation measures that may be required as a result of changes to the draft plan, changes in the regulatory context with respect to species at risk, or changes in the known environmental context of the site. This update shall be to the satisfaction of the General Manager, Planning, Real Estate and Economic Development Department.	OTTAWA Planning
90.	EC3	The Owner acknowledges and agrees that the construction of the subdivision shall be in accordance with the recommendations of Riverside South Development Corporation – Town Centre Environmental Impact Statement & Tree Conservation Report, January 2023 by Arcadis IBI Group: <ul style="list-style-type: none"> a. Develop a Forest Edge Management and Restoration Plan to replace removed native trees and shrubs and establish a functional forest edge along the Urban Natural Feature (UNF) (EIS page 45) b. Landscaping plans shall incorporate naturalized features with native vegetation where feasible (EIS page 45) and provide infiltration adjacent to UNF (EIS page 47) c. High-visibility construction / security fencing to delineate the construction limits adjacent to UNF d. Erosion and sediment control plan to prevent sedimentation of the UNF from construction. e. Prepare an environmental monitoring program for any required mitigation features. f. Incorporate the City of Ottawa’s Bird-friendly design guidelines where possible. g. Implement bat mitigation measures including 4 bat boxes, bat friendly lighting, enhanced tree planting, avoid clearing of trees during May 1 to October 15 (EIS page 51) h. Implement species at risk recommendations and obtain necessary approvals. 	OTTAWA Planning RVCA
91.	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
92.	EC5	The Owner acknowledges that the (watercourse) 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	OTTAWA Planning RVCA

		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.	
93.	EC6	The Owner agrees to establish a X metre (specify width) “No Touch/No Development” setback from the watercourse, described as a Block or a Part on a legal plan, to the satisfaction of the (specify Mississippi Valley / Rideau Valley / South Nation) Conservation Authority and the General Manager, Planning, Real Estate and Economic Development Department. The final approved plan of subdivision shall clearly show this setback, which shall also be incorporated into the Zoning By-law provisions and shall be identified in all agreements of purchase and sale for Lots X to Y inclusive (specify all lots abutting the setback).	OTTAWA Planning RVCA
94.	EC7	The Owner shall erect protective fencing and sediment and erosion control measures along the setback perimeter of the TC-1, TC-2, TC-3 and TC-4 watercourses prior to any site preparation works within the Subdivision to ensure no disturbance of the watercourse during construction. 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 RVCA
95.	EC8	The Owner acknowledges that any proposed works on or adjacent to the TC-1, TC-2, TC-3 and TC-4 as named in the EIS 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 or the DFO self-assessment indicates work can proceed.	OTTAWA Planning RVCA
96.	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. The self-assessment shall address the removal of the headwater drainage features as identified in the EIS.	OTTAWA Planning RVCA
97.	EC10	The Owner agrees that no in-stream works will occur within (TC-1, TC-2, TC-3 and TC-4 between dates provided by the MNRF of any given year. As a part of detailed engineering involving in-stream works the MNRF/DFO shall be contacted for guidance.	OTTAWA Planning RVCA
98.	EC12	Where required, the Owner shall prepare, to the satisfaction of the General Manager, Planning, Real Estate and Economic Development Department,	OTTAWA Planning

		an Owner Awareness Package (OAP) highlighting the advantages and responsibilities of a homeowner living in or adjacent to a natural area. The OAP shall describe the natural attributes of the community and the importance of good stewardship practices to ensure the long-term health and sustainability of the Natural Heritage System. Topics to be discussed include, but are not limited to, reducing environmental impacts from common household activities (e.g., water conservation, yard waste disposal, chemical use and storage, etc.), avoiding human-wildlife conflicts, and recommendations of locally appropriate native species for landscaping. The OAP shall be distributed to all purchasers with the Agreement of Purchase and Sale.	RVCA
99.	EC13 Special	The Owner acknowledges that species at risk have been identified as present on or adjacent to the property in the Environmental Impact Statement / Tree Conservation Report and special requirements must be met. Prior to registration, early servicing or any on-site works that might result in harm or destruction of the species or its habitat, the Owner will obtain the necessary approvals from the Ministry of Environment Conservation and Parks (MECP) under the regulations of the Endangered Species Act, or provide written confirmation from the MECP that there is no suitable or significant habitat present on the site for the SAR bats and/or butternut trees. The Owner shall maintain a minimum 50 metre buffer, untouched, surrounding the habitat on the site until confirmation has been received from the MECP and any necessary approvals obtained. A copy of the written correspondence and the approval (if required) shall be provided to the General Manager, Planning, Development and Building Services prior to registration and/or the issuance of a Commence Work order.	OTTAWA Planning
		<u>Schools</u>	
100.	SC1	The Owner acknowledges and agrees to reserve Block 12 on the draft plan of subdivision as a French Public School. The final size, configuration and servicing for the school site shall be to the satisfaction of the French Public School Board and the General Manager, Planning, Real Estate and Economic Development Department.	Specify Board
101.	SC2	The Owner agrees to enter into a legal agreement with the French Public School Board for the reservation of the designated school site known as Block (s) 12 on the draft plan of subdivision for a period of up to seven years from the date of registration of the plan which contains the school site.	Specify Board
		<u>Stormwater Management</u>	

102.	SW1	<p>The Owner shall provide any and all stormwater reports (list of reports, for example, a Stormwater Site Management Plan in accordance with a Conceptual Stormwater Site Management Plan) that may be required by the City for approval prior to the commencement of any works in any phase of the Plan of Subdivision. Such reports shall be in accordance with any watershed or subwatershed studies, conceptual stormwater reports, City or Provincial standards, specifications and guidelines. The reports shall include, but not be limited to, the provision of erosion and sedimentation control measures, implementation or phasing requirements of interim or permanent measures, and all stormwater monitoring and testing requirements.</p> <p>All reports and plans shall be to the satisfaction of the General Manager, Planning, Real Estate and Economic Development Department.</p>	OTTAWA Planning CA
103.	SW2	<p>(a) Prior to the commencement of construction of any phase of this Subdivision (roads, utilities, any off site work, etc.) the Owner shall:</p> <ul style="list-style-type: none"> i. have a Stormwater Management Plan and an Erosion and Sediment Control Plan prepared by a Professional Engineer in accordance with current best management practices; ii. (if appropriate) provide all digital models and modelling analysis in an acceptable format; iii. have said plans approved by the General Manager, Planning, Real Estate and Economic Development Department, and iv. provide certification through a Professional Engineer licensed in the province of Ontario that the plans have been implemented. <p>(b) All submissions and any changes made to the Plan shall be submitted to the satisfaction to the City and the (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>	OTTAWA Planning CA
104.	SW3	<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>	OTTAWA Planning
105.	SW6	<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>	OTTAWA Planning

106.	SW7	<p>The Owner covenants and agrees that the following clause shall be incorporated into all agreements of purchase and sale for the whole, or any part, of a lot or block on the Plan of Subdivision, and registered separately against the title:</p> <p>“The Owner acknowledges that some of the rear yards within this subdivision are used for on-site storage of infrequent storm events. Pool installation and/or grading alterations and/or coach houses on some of the lots may not be permitted and/or revisions to the approved Subdivision Stormwater Management Plan Report may be required to study the possibility of modification on any individual lot. The Owner must obtain approval of the General Manager, Planning, Real Estate and Economic Development Department of the City of Ottawa prior to undertaking any grading alterations.”</p>	OTTAWA Legal
107.	SW9	<p>[To be used for lots that contain drainage swales, landscaping tees or any stormwater management conveyance infrastructure.]</p> <p>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, all of which shall be to the satisfaction of the General Manager, Planning, Real Estate and Economic Development Department of the City of Ottawa.</p> <p>a) Lots # to #, inclusive b) Blocks X to X, inclusive</p>	OTTAWA Planning
		<u>Sanitary Services</u>	
108.	SS1	The Owner agrees to submit detailed municipal servicing plans, prepared by a Professional Civil Engineer licensed in the Province of Ontario, to the General Manager, Planning, Real Estate and Economic Development Department.	OTTAWA Planning
109.	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, insofar as it legally may, require other persons connecting to the sewer to pay an equitable share of the cost thereof to the Owner. The amount of payment shall be determined by the General Manager, Planning, Real Estate and Economic Development Department.	OTTAWA Planning

110.	SS3	<p>If the Owner proposes a road allowance(s) of less than 20 metres, and if the Owner also proposed boulevards between 4.0 and 5.0 metres wide, the Owner shall meet the following requirements:</p> <ul style="list-style-type: none"> a) extend water, sanitary, and storm services a minimum of 2.0 metres onto private property during installation before being capped; b) install high voltage electrical cable through the transformer foundations to maintain adequate clearance from the gas main; c) provide and install conduits as required by each utility; d) provide and install transformer security walls when a 3.0 metres clearance, as required by the Electrical Code, cannot be maintained. The design and location of the security wall must be approved by the local hydro utility; and e) install all road-crossing ducts at a depth not to exceed 1.2 metres from top of duct to final grade. 	OTTAWA Planning
		<u>Water Services</u>	
111.	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
112.	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
113.	W3	The Owner acknowledges and agrees not to permit any occupancy of buildings on the individual Lots described in Schedule "A" until the water plant has been installed, sterilized and placed in service to the satisfaction of the General Manager, Planning, Real Estate and Economic Development Department.	OTTAWA Planning
114.	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
115.	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	OTTAWA Planning

		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.	
116.	W6	The Owner acknowledges and agrees not to apply for, nor shall the City issue, building permits for more than 50 dwelling units (or the equivalent) where the watermain for such units is not looped. Any unit serviced by a looped watermain that is not looped shall be required to have sufficient fire protection, to the satisfaction of the General Manager, Planning, Real Estate and Economic Development Department.	OTTAWA Planning
		<u>Serviced Lands</u>	
117.	SL1	The Owner shall be responsible for the provisions of the following works, including oversizing and over depth (where appropriate), at its cost, in accordance with plans approved by the General Manager, Planning, Real Estate and Economic Development Department, and/or the Province: <ul style="list-style-type: none"> a. Watermains; b. Sanitary Sewers; c. Storm Sewers; d. Roads and traffic plant(s); e. Street Lights; f. Sidewalks; g. Landscaping; h. Street name, municipal numbering, and traffic signs; i. Stormwater management facilities; and j. Grade Control and Drainage. 	OTTAWA Planning
118.	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
119.	SL3	The Owner agrees to provide services oversized and over depth to service lands beyond the limits of the subdivision as required and to the satisfaction of the General Manager, Planning, Real Estate and Economic Development Department.	OTTAWA Planning
120.	SL4	The Owner shall not be entitled to a building permit, early servicing, or commencement of work construction until they can demonstrate that there is adequate road, sanitary, storm, and watermain capacity and any Environmental Compliance Approvals (ECA) necessary are approved. All are to the satisfaction of the General Manager, Planning, Real Estate and Economic Development Department.	OTTAWA Planning

		<u>Utilities</u>	
121.	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
122.	U2	The Owner agrees, prior to registration or early servicing, whichever is earlier, to provide a composite utility plan for the subdivision. Such plan shall be to the satisfaction of the General Manager, Planning, Real Estate and Economic Development Department.	OTTAWA Planning
123.	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
124.	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
125.	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
126.	H4	Hydro Ottawa's standard distribution network is overhead for any voltage system along or through open fields, business parks, rural areas, arterial, major collector and collector roads; any additional premium costs beyond the standard shall be at the Owner's cost; in all instances, electrical distribution above 27kV shall be via overhead distribution.	Hydro Ottawa
127.	H5	The Owner shall be responsible for servicing the buildings within the property. Only one service entrance per property shall be permitted.	Hydro Ottawa

128.	H6	Prior to commencement of any construction activities, the Owner shall inform Hydro Ottawa of any acute shock construction process or rubbelization 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
129.	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. The proposed grade change around XX [state where] is more than 0.3m.	Hydro Ottawa
130.	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
131.	H9	The Owner is advised that there are overhead medium voltage overhead lines along the XXX 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 Ottawa distribution lines as noted above. No such work shall commence without approval of Hydro Ottawa.	Hydro Ottawa
132.	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 /	Hydro Ottawa

		<p>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>	
		<u>Fire Services</u>	
133.	FUS1	The Owner acknowledges and agrees that if two-hour firewalls, active fire protection measures such as sprinkler systems, and/or minimum building separations are required to comply with the FUS calculation as per the City Design Guidelines for water distribution systems, the Owner shall note any such requirements on the grading plan. The Owner shall, prior to registration, provide certified plans demonstrating the locations of such oversized services and/or oversized plumbing to compensate for low peak hour pressures in the local water distribution system. All are to the satisfaction of the General Manager of Planning, Real Estate and Economic Development Department.	OTTAWA Planning
134.	FUS2	The Owner acknowledges and agrees that measures which include, but are not limited to, active fire protection measures such as sprinkler systems, two-hour firewalls that compartmentalize the structure into separate fire areas, and oversized services and/or oversized plumbing shall require the posting of securities to guarantee their installation, prior to registration. The securities will be released upon receiving a letter signed and sealed by a Professional Engineer licensed in the Province of Ontario certifying that construction was carried out in accordance with the approved drawing(s)/plan(s). All are to the satisfaction of the General Manager of Planning, Real Estate and Economic Development Department.	OTTAWA Planning
135.	FUS3	The Owner shall insert a clause in each agreement of purchase and sale and shall be registered as a notice on title in respect of all Lots and Blocks wherein the dwelling contains, or intends to contain, a sprinkler system as follows:	OTTAWA Planning

		<p>“Purchasers are advised that they must maintain the sprinkler system in working order to the satisfaction of the City’s Fire Department. The Purchaser agrees to include this clause in any future purchase and sale agreements.”</p>	
136.	FUS4	<p>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.</p>	OTTAWA Planning
		<p><u>Noise Attenuation</u></p>	
137.	N1	<p>The Owner shall have a Noise Study undertaken related to noise assessment and land use planning with respect to noises generated by moving and stationary sources prepared by a Professional Engineer, licensed in the province of Ontario to the satisfaction and approval of the General Manager, Planning, Real Estate and Economic Development Department. The Study shall comply with:</p> <ul style="list-style-type: none"> i. the City of Ottawa’s Environmental Noise Control Guidelines, as amended; and ii. address, and be in accordance with, the current version of the Association of Professional Engineers of Ontario Guidelines for Professional Engineers providing Acoustical Engineering Services in Land Use Planning. <p>The study shall provide all specific details on the methods and measures required to attenuate any noise that exceeds the allowable noise limits in locations as determined by the recommendations of the Noise Assessment Study.</p>	OTTAWA Planning
138.	N2	<p>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.</p>	OTTAWA Planning
139.	N4	<p>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</p>	OTTAWA Planning

	<p>following clauses that shall be registered as a notice on title in respect of all Lots and Blocks, as appropriate and as further described in a future Noise Study to be prepared prior to registration:</p>	Legal
	<p>Warning Clause Type A: "Transferees are advised that sound levels due to increasing (road) (Transitway) (rail) (air) traffic may occasionally interfere with some activities of the dwelling occupants as the sound levels exceed the City's and the Ministry of the Environment's noise criteria."</p>	
	<p>Warning Clause Type B: "Transferees are advised that despite the inclusion of noise control features in the development and within the building units, sound levels due to increasing (road) (Transitway) (rail) (air) traffic may on occasions interfere with some activities of the dwelling occupants as the sound levels exceed the City's and the Ministry of the Environment's noise criteria."</p>	
	<p>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.)"</p>	
	<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>	
	<p>Warning Clause Type E "Purchasers/Tenants are advised that due to the proximity of the adjacent industry (facility) (utility), sound levels from the industry (facility) (utility) may at times be audible."</p>	
	<p>Warning Clause Type F "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</p>	

		proximity to railway facilities and that noise, due to rail operations may interfere year round with some indoor activities and with outdoor activities, particularly during the summer months. The Transferee for himself, his heirs, executors, administrators, successors and assigns also acknowledges being advised that the railway operates 24 hours a day, which may affect the living environment of the residents of the property/area. The Transferee further acknowledges that the Canadian National Railway Company and the City of Ottawa are not responsible if the Transferee for himself, his heirs, executors, administrators, successor and assigns, finds that the noise levels due to rail operations, continue to be a concern or are offensive.”	
		Warning Clause Type G “The Transferee for himself, his heirs, executors, administrators, successors and assigns acknowledges being advised that the property/dwelling unit is located in a noise and vibration sensitive area due to its proximity to railway facilities and that noise and/or vibration, due to rail operations may interfere year round with some indoor activities and with outdoor activities, particularly during the summer months. The Transferee for himself, his heirs, executors, administrators, successors and assigns also acknowledges being advised that the railway operates 24 hours a day, which may affect the living environment of the residents of the property/area. The Transferee further acknowledges that the Canadian National Railway Company and the City of Ottawa are not responsible if the Transferee for himself, his heirs, executors, administrators, successors and assigns, finds that the noise and/or vibration due to rail operations, continue to be of concern or are offensive.”	
		<u>Land Transfers</u>	
140.	LT1	The Owner shall convey, at no cost to the City, all lands required for public purposes, including but not limited to, reserves, road widenings, daylighting triangles, walkway blocks, open space blocks, and lands required for parks (or cash-in-lieu thereof) and for stormwater management. In particular, the Owner agrees to convey the following lands: i. Park Blocks – Block 5, 7 ii. Transit Street	OTTAWA Planning Legal
141.	LT2	The Owner agrees to convey, at no cost to the City, any easements that may be required for the provision of water and wastewater systems, in addition to underground or overland stormwater drainage systems.	OTTAWA Planning Legal
		<u>Blasting</u>	

142.	B1	<p>The Owner agree that all blasting activities will conform to the City of Ottawa’s standard S.P. No: F-1201 Use of Explosives. Prior to any blasting activities, a pre-blast survey shall be prepared as per F-1201, at the Owner expense for all buildings, utilities, structures, water wells, and facilities likely to be affected by the blast and those within 75 m of the location 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>	OTTAWA Planning
		<u>Development Charges By-law</u>	
143.	DC2	<p>The Owner shall inform the purchaser after registration of each lot or block of the development charges that have been paid or which are still applicable to the lot or block. The applicable development charges shall be as stated as of the time of the conveyance of the relevant lot or block and the statement shall be provided at the time of the conveyance. The statement of the Owner of the applicable development charges shall also contain the statement that the development charges are subject to changes in accordance with the <i>Development Charges Act, 1997</i> and the <i>Education Development Charges Act</i>.</p>	OTTAWA Planning Legal
144.	DC3	<p>The Owner acknowledges and agrees to enter into any front-ending agreements with the City of Ottawa for (specify the works) that are anticipated to be required in advance of the time as approved by Council. The City shall repay the Owner for the cost of works as noted herein in accordance with the approved Front-Ending Policy of the City’s Development Charge By-law, and subject to budget approval of the required expenditure by City Council in the year in which it is approved.</p>	OTTAWA Planning Legal
145.	DC4	<p>The Owner acknowledges that for building permits issued after January 15, 2010, payment of non-residential development charges, excluding development charges for institutional developments, may be calculated in two installments at the option of the Owner, such option to be exercised by the Owner at the time of the application for the building permit. The non-discounted portion of the development charge shall be paid at the time of issuance of the building permit and the discounted portion of the development charge shall be payable a maximum of two years from the date of issuance of the initial building permit subject to the following conditions:</p>	OTTAWA Planning Legal

		<p>a) a written acknowledgement from the Owner of the obligation to pay the discounted portion of the development charges;</p> <p>b) no reduction in the Letter of Credit below the amount of the outstanding discounted development charges; and</p> <p>c) indexing of the development charges in accordance with the provisions of the Development Charges By-law.</p> <p>The Owner further acknowledges that Council may terminate the eligibility for this two-stage payment at any time without notice, including for the lands subject to this agreement and including for a building permit for which an application has been filed but not yet issued.</p> <p>For the purposes of this provision, “discounted portion” means the costs of eligible services, except fire, police and engineered services that are subject to 90% cost recovery of growth-related net capital costs for purposes of funding from development charges. The 10% discounted portion, for applicable services, must be financed from non-development charge revenue sources.</p> <p>“Non-discounted portion” means the costs of eligible services, fire, police and engineered services, that are subject to 100% cost recovery of growth-related net capital costs for purposes of funding from development charges.</p>	
146.	new	The Owner acknowledges that the proposed development is within the Riverside South - South Urban Centre Area-Specific Development Charge for Stormwater Management Facilities. The Owner acknowledges that they will be party to a Front Ending Agreement for Pond 5. The development charges payable pursuant to the Riverside South - South Urban Centre Stormwater Facilities By-law will not be due for the subject subdivision at the time of registration of this plan of subdivision or the issuance of the conditional building permit for the lands, provided that this subdivision agreement has been executed and will be payable prior to the issuance of the building permit.	
		<u>Survey Requirements</u>	
147.	Surv 1	The Owner shall provide the final plan intended for registration in a digital format that is compatible with the City’s computerized system. (ALWAYS REQUIRED)	OTTAWA Planning

148.	Surv 2	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
149.	Surv 3	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>	
150.	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
151.	C2	[Bill 163 and 20] 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
152.	C3	The owner shall pay any outstanding taxes owing to the City of Ottawa prior to registration. (ALWAYS REQUIRED)	OTTAWA Planning Revenue
153.	C4	Prior to registration of the Plan of Subdivision, the City is to be satisfied that conditions 1 to 156 have been fulfilled.	OTTAWA Planning
154.	C5	The Owner covenants and agrees that should damage be caused to any of the Works in this Subdivision by any action or lack of any action whatsoever on its part, the General Manager, Planning, Real Estate and Economic Development Department may serve notice to the Owner to have the damage repaired and if such notification is without effect for a period of two full days after such notice, the General Manager, Planning, Real Estate and Economic Development Department may cause the damage to be repaired and shall recover the costs of the repair plus the Management Fee under Section 427, of the <i>Municipal Act, 2001</i> , like manner as municipal taxes.	OTTAWA Planning

155.	C6	<p>[Bill 163 and 20]</p> <p>If the Plan(s) of Subdivision, including all phases within the draft approved plan of subdivision, has not been registered by December 10, 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.</p>	OTTAWA Planning
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ⁱ For Clearing Agencies:

“Planning” refers to Planning Services.

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

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

“Legal” refers to Legal Services.

“Parks” refers to Parks and Facilities Planning Services.

“BCS” refers to Building Code Services.

“Transit” refers to Transit Planning.

“Transpo Plg” refers to Transportation Planning.

“Forestry” refers to Forest Management.

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

“Revenue” refers to Revenue Services.

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