

MENU OF CONDITIONS
FOR DRAFT APPROVAL
VELIKA REALTY – COUNTRY ESTATE LOT SUBDIVISION
1934 Stagecoach Road

DRAFT APPROVED 03/09/2013

Revised 12/24/2020

Revised 12/17/2024

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The City of Ottawa's conditions applying to the approval of the final plan for registration of Velika Realty – Estate Lot Plan of Subdivision (D07-16-07-0008) are as follows:

This approval applies to the draft plan certified by J.D. Barnes Limited, Ontario Land Surveyor, dated May 2, 2013, revised November 16, 2023 showing 66 single family lots, three streets, one walkway block and one stormwater management block for development.

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.

Clearing Agency

General

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| 1 | G1 | Prior to the issuance of a Commence Work Notification, the Owner shall obtain such permits as may be required from Municipal or Provincial authorities and shall file copies thereof with the General Manager, Planning, Development and Building Services. | 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 City Solicitor, in an amount of 100% of the estimated cost of all works, save and except non-municipal buildings. 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. The amount secured by the City shall be determined by the General Manager, Planning, Development and Building Services, based on current City tender costs, which costs shall be reviewed and adjusted annually. Engineering, Inspection and Review fees will be collected based on the estimated cost of the works as noted herein and in accordance with the City's Planning Fees By-law, as amended. | OTTAWA
Planning |
| 3 | G5 | 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 below has been executed. | OTTAWA
Legal |

The Owner shall provide to the General Manager, Planning,

Development and Building Services an acknowledgement from those purchasers who signed a purchase and sale agreement before the Plan was draft approved, that the Plan 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.

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| 4 | G7 | The Owner, or his agents, shall not commence or permit the commencement of any site related works until such time as a pre-construction meeting has been held with Planning, Development and Building Services staff and until the City issues a Commence Work Notification. | OTTAWA
Planning |
| <u>Zoning</u> | | | |
| 5 | 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 |
| 6 | 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 |
| 7 | | The Owner acknowledges and agrees that the zoning by-law provisions will require a minimum 30 metre “no development” setback from the high-water mark which is concurrent with top of bank of creek. This shall apply to Lots 12 through 19 inclusive on the draft plan, which shall be zoned accordingly. In addition, the Owner acknowledges that a small tributary located on Lot 12 is to be maintained and requires a 15 metre “no development” setback. The Owner agrees to demonstrate that there is sufficient area outside of the 30 metre and 15 metre setbacks for all structures and servicing (including septic mantles). | OTTAWA
Planning |
| 8 | | The Owner acknowledges and agrees that the zoning by-law provisions will require a minimum of 50 percent (%) of each lot in the development to remain undeveloped with only soft landscaping permitted on the undeveloped portion and any lots requiring regrading are to be re-naturalized to meet this requirement by way of an approved landscape plan. | OTTAWA
Planning |

Roadway Modifications

- 9 **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**
- 10 The Owner shall design and construct at his expense the intersection of Stagecoach Road and the access to the Subdivision (Street 1) to the satisfaction of the General Manager, Planning, Development and Building Services Department. This shall include but not limited to the provision of a southbound direct right-turn taper at Street 1, a northbound left-turn slip around lane, and paved shoulders on both sides of Stagecoach Road to the limits of construction. **Ottawa Planning**
- 11 The Owner will be required to enter into a Roadway Modification Agreement with the City for all off-site road works, which will include but not be limited to the funding of all costs associated with the design and construction of the road modifications. The Road Modification Agreement and all required road works must be completed prior to registration of Phase 2. **Ottawa Planning**

Highways/Roads

- 12 **HR1** The Owner shall retain a licensed or registered professional with expertise in the field of transportation planning and/or traffic operations to prepare a Transportation Impact Assessment. The study shall comply with the City of Ottawa's Transportation Impact Assessment Guidelines. The Owner agrees to revise the Draft Plan in accordance with the recommendations of the study to the satisfaction of the General Manager, Planning, Development and Building Services. **OTTAWA Planning**
- 13 The Owner shall construct Street 1 as part of Phase 1 of the development to the satisfaction of the General Manager, Planning, Development and Building Services. Streets 2 and 3 are to be dedicated to the City as right-of-way and maintained in a grassed state. The construction of Streets 2 and/or 3 are to be carried out by others should a connection to future development be approved to either the north or south of the property. **OTTAWA Planning**
- 14 **HR3** The Owner shall convey to the City, at no cost to the City, an unencumbered road widening along Stagecoach Road, 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 General Manager, Planning, Development and Building Services and the City Surveyor.

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| 15 | HR4 | <p>Any dead ends and/or open spaces of road allowances created by this plan of subdivision shall be terminated in 0.3 metre reserves. This may include a 0.3 metre reserve along any temporary turning circle(s). The Owner shall place 0.3 metre reserves on the following locations:</p> <p>Northern end of Street 3
 Southern end of Street 2
 Others to be determined as per the approved phasing plan, in accordance with Condition HR9.</p> | OTTAWA
Planning
and
Legal |
| 16 | HR5 | <p>The Owner shall provide the following site triangles on the final plan:</p> <p>Day lighting triangles measuring a minimum of 10 m x 10 m at the intersection of Stagecoach Road and Street 1.</p> <p>The Owner agrees that the following intersections shall have day lighting triangles measuring a minimum of 5 m x 5 m:</p> <p>Street 1 just west of Stagecoach Road (at loop intersection)
 Street 1 with Street 2
 Street 1 with Street 3</p> | OTTAWA
Planning
and
Legal |
| 17 | HR6 | <p>A 0.3 m reserve adjacent to the widened limit of Stagecoach Road, save and except the frontage along Lot 61 shall be indicated on the plan submitted for registration and conveyed at no cost to the City.</p> | OTTAWA
Planning
and
Legal |
| 18 | HR8 | <p>The Owner agrees to provide a construction traffic management plan for the subdivision prior to the earlier of registration of the Agreement or early servicing. Such plan shall be to the satisfaction of the General Manager, Planning, Development and Building Services.</p> | OTTAWA
Planning |
| 19 | HR9 | <p>The Owner acknowledges that should the plan be registered in phases, the first phase of registration shall include:</p> <ul style="list-style-type: none"> a) A Phasing plan shall be reviewed and approved by the General Manager, Planning, Development and Building Services prior to registration of the first phase. b) The draft 4M-Plan shall identify the reserves which shall limit the first registration to no more than 40 lots. | OTTAWA
Planning |

20	HR10	All streets shall be named to the satisfaction of the Director of Building Code Services and in accordance with the Municipal Addressing By-law or the Private Roadways By-law as applicable.	OTTAWA Planning BCS
21	HR11	The design of all roads and intersections shall be to the satisfaction of the General Manager, Planning, Development and Building Services.	OTTAWA Planning
22	HR12	Where land has been dedicated for future roads or 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, or its successor in title, will be responsible for all costs to complete said conveyance, including an administrative fee.	OTTAWA Planning
23	HR17	The Owner acknowledges that the construction of buildings may be restricted on certain lots and/or blocks until such time as Road connections are made so that snowplow turning and garbage collection can be implemented to the satisfaction of the General Manager, Planning, Development and Building Services.	OTTAWA Planning

Geotechnical

24	GT3	<p>The Owner shall submit a geotechnical report prepared in accordance with the City's Approved Geotechnical Investigation and Reporting Guidelines for Development Applications in the City of Ottawa by a geotechnical Engineer, licensed in the Province of Ontario, containing detailed information on applicable geotechnical matters and recommendations which matters may include, where applicable, but are not limited to:</p> <ul style="list-style-type: none"> i. existing sub-surface soils, groundwater conditions; ii. slope stability and erosion protection, in addition to any building construction requirements adjacent to unstable slopes; iii. design and construction of underground services to the building, including differential settlement near any buildings or structures; iv. design and construction of the shared water services and sewer services below the stacked units and confirmation that the soils will support the pipes and building, and that any settlement will not adversely effect the pipes; v. design and construction of roadways, fire routes and parking lots; 	OTTAWA Planning
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- vi. design and construction of retaining walls and/or slope protection;
- vii. design and construction of engineered fill;
- viii. design and construction of building foundations;
- ix. site dewatering;
- xii. tree planting;
- xiii. design and construction of swimming pools; and
- xvi. any restrictions to landscaping, in particular type and size of trees and the proximity of these to structures/buildings; and
- xvii. design and construction of park blocks.

25 At the time of detailed design and prior to the registration of the first phase, the Owner shall have an updated / consolidated Geotechnical Investigation prepared to address / identify: **OTTAWA Planning**

- the extent of the area of organic soils or fill and which lots are affected by the presence of organic soils or fill.
- recommendations relating to construction methodology for the construction of servicing i.e.(septic and wells) and also foundations and swimming pools
- identify if grade raise restrictions should apply to the area where the layer of fill material or organic soils is present.
- recommendations for road construction where the road crosses areas where peat and fill are present
- establish the normal groundwater elevation

This shall be to the satisfaction of the General Manager of Planning, Development and Building Services.

26 The Owner acknowledges and agrees that any organic soils or fill material excavated on site or intended to be removed from site shall be tested and if any of these soils are found to have contaminant levels exceeding the applicable regulations and tables, or found to not be suitable for the intended use, the soil shall be disposed of, treated or recycled at a waste disposal site or landfill site licensed for that purpose by the Ministry of the Environment. **OTTAWA Planning**

Landscaping/Streetscaping

27 **LS1** The Owner agrees that for all single detached and semi-detached lots, a minimum of 1 tree per interior lot and 2 trees per exterior side yard lots shall be provided on the Landscape Plan to the satisfaction of the General Manager, Planning, Development and Building Services. Said streetscape plan shall also include trees at a 6-8 metre on-centre separation distance the full extent of the road right-of-way abutting the future park block(s). Should specific **OTTAWA Planning**

site constraints prevent said allocation of trees, the required plantings 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 location, to the satisfaction of the General Manager, Planning, Development and Building Services.

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| 28 | LS2 | The Owner agrees to have a landscape plan for the draft plan of subdivision prepared by a Landscape Architect. The landscape plan shall include detailed planting location and species list, pathway width and materials, access points, fencing requirements and fencing materials and shall be approved by the General Manager, Planning, Development and Building Services prior to subdivision registration. | OTTAWA
Planning
and
Forestry
Services |
| 29 | LS3 | The Owner agrees to implement the approved landscape plan to the satisfaction of the General Manager, Planning, Development and Building Services. | OTTAWA
Planning
and
Forestry
Services |
| 30 | LS4 | The Owner agrees to have a tree conservation report prepared by an arborist, forester, landscape architect, or other qualified professional, to be coordinated with the grading and drainage plan. The tree conservation report will identify the vegetation communities and specimens that are to be preserved, to the satisfaction of the General Manager, Planning, Development and Building Services. | OTTAWA
Planning
and
Forestry
Services |
| 31 | LS5 | The Owner agrees to implement the approved tree conservation report measures, prepared in accordance with City Specifications and Standards following registration of the plan, at the cost of the Owner. The Owner shall provide the General Manager, Planning, Development and Building Services with an arborist's, forester's, landscape architect's, or other qualified professional's certification that the plan has been fully implemented. | OTTAWA
Planning
and
Forestry
Services |
| 32 | LS6 | The Owner shall implement the protection measures outlined in the tree conservation report, to ensure preservation of the trees identified for protection, to the satisfaction of the General Manager, Planning, Development and Building Services. | OTTAWA
Planning
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Forestry
Services |

Parks

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| 33 | P1 | In accordance with the <i>Planning Act</i> and the City of Ottawa Parkland Dedication By-law, the Owner shall provide cash-in-lieu of parkland on the subject lands within Ward 20, with the value of the land to be determined by the City's Realty Services Branch, to | OTTAWA
Planning |
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the satisfaction of the General Manager, Recreation, Cultural and Facility Services Department. The Applicant shall bear the cost of any appraisal costs incurred by the City.

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| 34 | P2 | The Owner covenants and agrees that the parkland dedication requirement has been calculated at a rate of 5% of the gross land area (residential <18units/ha) for a parkland dedication requirement of 3.129 hectares. In the event that the number of units changes, the required parkland dedication may also change. | OTTAWA
Planning |
| 35 | P3 | removed | OTTAWA
Planning |
| 36 | P4 | All Owner obligations associated with the Park Block must be completed by the time of construction of Street 1, to the satisfaction of the General Manager, Recreation, Cultural and Facilities Services. | OTTAWA
Planning |
| 37 | P5 | 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 dedicated park blocks without the prior written approval of the General Manager, Recreation, Cultural and Facilities Services. | OTTAWA
Planning |
| 38 | P6 | 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 Park Block 64 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
Planning |
| 39 | P7 | The Owner acknowledges and agrees, at his expense, to erect on Park Block 64, at a location(s) selected by the General Manager, Planning, Development and Building Services, a professionally painted sign. Sign material, size and installation and construction details shall be to the satisfaction of the General Manager, Planning, Development and Building Services. This sign shall clearly read, in English and in French:
Future Parkland
No Dumping
No Removal Soil or Vegetation
No Storage of Materials

The Owner further agrees to maintain the sign (including graffiti removal) and that such sign shall be removed only with the approval of the General Manager, Recreation, Cultural and Facilities Services. | OTTAWA
Planning |

40	P8	The Owners shall not remove or disturb any of the existing vegetation or topsoil on dedicated parkland unless such removal or disturbance forms part of the remedial work approved by the General Manager, Planning, Development and Building Services. If the Owner disturbs the parkland, it must be reinstated to the satisfaction of the General Manager, Recreation, Cultural and Facilities Services.	OTTAWA Planning
41		Prior to registration of Park Block 64 by the City, the Owner agrees to remove any dead, dying or fallen trees and debris from within the Park Block. Prior to any removals, the Owner must arrange an inspection of the dead, dying or fallen trees to be removed with the City Forester and the Park Planner (PGM). Any removals / clean up shall follow best forestry practices.	OTTAWA Planning
42		Prior to registration, the Owner shall undertake a soils analysis of the designated park block to determine its composition and drainage characteristics. The Owner shall clearly demonstrate to the satisfaction of the General Manager, Recreation, Cultural and Facilities Services that the soils in the park block are capable of supporting the development of park facilities such as pathways, children's playgrounds, tennis courts, park shelters, sports fields, and parking.	OTTAWA Planning
XX1	PX	The Owner agrees Park Block 64 must be fully developable for its intended use based on a geotechnical report. If any constraints to development of Park Block 64 are found, the measures necessary to mitigate the constraints and to provide a subgrade suitable for the intended park use will be undertaken by the Owner. The Owner is solely responsible for the costs of any necessary mitigation measures. All of the aforementioned are to the satisfaction of the General Manager, Recreation, Cultural and Facility Services.	Ottawa Planning
43	P9	The Owner shall grade areas of parkland where necessary, to the satisfaction of the General Manager, Cultural and Facilities Services, so as to provide a uniform surface, free of debris, necessary to establish a safe clean and maintainable surface, matching proposed perimeter grades. Park Blocks shall be graded in accordance with the approved Grading Plan for the plan of subdivision. No storage of building materials, including granular or topsoil, will be permitted on the Park Block.	OTTAWA Planning
XX2	pX	(a) Any fill imported to Park Block 64 must be conducted in accordance with the future excess soils regulation, as amended. Documentation of the source and quality of the	Ottawa Planning

~~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.~~

~~(b) Copies of all records related to all soils imported to the future park areas must be provided to the City. It is the responsibility of the Owner to fill and rough grade Park Block 64 where necessary, with clean earth borrow, compacted and leveled within the park block accordingly, to provide for positive surface drainage as per the City Standards for Park Fill and rough grading as per the approved subdivision grading plan. All at the expense of the Owner. All works and fill materials are to be approved by the General Manager, Planning, Infrastructure and Economic Development prior to being placed on site~~

44

~~Unless otherwise specified the Owner shall provide the following services and utilities to the Park Block:~~

**OTTAWA
Planning**

~~a) The Owner shall provide an open ditch, culvert and driveway in the road allowance adjacent to the park frontage, in accordance with the approved street cross-section.~~

~~b) A 120/240 volt, 200 ampere 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 service, including costs and inspections, with the respective electrical agencies.~~

~~All works shall be shown on the approved drawings and shall be subject to the approval of the General Manager, Cultural and Facilities Services.~~

45

~~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 the Park Block. Fences shall be installed 0.15m on the park side of the common property line, and the location of the fence shall be verified by an Ontario Land Surveyor. Fence materials will be of commercial grade and consist of 6 gauge black vinyl coated chain link material and black powder coated schedule 40 pipe rails and posts or an approved alternative.~~

**OTTAWA
Planning**

46

~~The Owner shall install cedar wood post and rail fencing along the common boundary of Block 68 (walkway block). The walkway block shall contain a 3-metre-wide asphalt path, with a 1.5 metre~~

shoulder on either side. The shoulders shall be turf.

- 47** **P14** ~~No access from private property to Park Block 64 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:~~ **OTTAWA Planning**
- ~~“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.”~~
- 48** **P16** The Owner shall include a clause in each Agreement of Purchase and Sale and shall be registered as a notice on title in respect of all Lots and Blocks which shall provide notification to all purchasers of lands within the Subdivision that parkland within this subdivision and/or already existing in the vicinity of the subdivision may have:
- a) active hard surface and soft surface recreational facilities
 - b) active lighted sports fields and other lit amenities
 - c) recreation and leisure facilities
 - d) potential community centre
 - e) library
 - f) day care
 - g) other potential public buildings/facilities.
- 49** ~~Upon registration of the subdivision and transfer of ownership of Park Block 64 to the City, the Owner agrees to provide:~~
- ~~a) a certificate of insurance that names the City of Ottawa as Additional Insured; and~~
 - ~~b) a letter of credit which covers the full amount of all required park elements (i.e., fencing, grading, tree removal) and utilities, and said securities shall be clearly identified in the appropriate schedule of the Agreement.~~
- ~~The Owner will hereby be granted consent to enter at no cost to complete all required park Works. All is to the satisfaction of the General Manager, Recreation Culture and Facility Services.~~
- 50** In accordance with the Planning Act and the City’s Parkland Dedication By-law No. 2009-95 as amended, the Owner shall acknowledge and agree that parkland dedication requirements for the draft approved subdivision shall be monitored throughout the phased registration of the draft approved lands. The Owner must convey the required parkland for both Phase 1 and Phase 2 at the time of the registration of Phase 1 of the subdivision to the satisfaction of the General Manager, Recreation, Cultural and

Facilities Services.

XX3	PX	<p>The Owner acknowledges and agrees that, following registration of this agreement, Park Block 64 will be transferred to the City. Notwithstanding said transfer, the Owner acknowledges and agrees that, prior to the assumption of the Park Block by the City, the Owner will retain all liability for the transferred block and that said transfer will in no way exonerate the Owner from its responsibility to complete the required Works on the Park Block pursuant to the terms of this agreement and as described herein.</p>	<p>PLANNING G OTTAWA</p>
XX4	PX	<p>The Owner and the General Manager, Recreation, Cultural and Facility Services have entered into an agreement, by way of this Subdivision Agreement, whereby the Owner will provide a funding contribution to the City for the design and construction of Park Block 64. The City will proceed to design and construction of the park as per the typical City build park process as described in the Park Development Manual, 2nd Edition. The timing of the park construction will be at the discretion of the City. The funding to be contributed by the Owner will be based on the Park Development Contribution (Rural) fee per lot, as indexed annually, at the time of registration of the phase of development. All standard subdivision conditions associated with Park Block 64, including, but not limited to, fencing, fill and rough grading, tree removal, and services stubbed to within 2.0 m inside Park Block 64 will remain a subdivision cost to be covered by the Owner.</p>	<p>PLANNING G OTTAWA</p>
XX5		<p>The Owner covenants and agrees to pay the City the Park Development Contribution (Rural) fee, as indexed annually (\$3,303.00/lot as of January 1, 2024), for each lot as shown on the Plan of Subdivision at the time of registration of each phase of development, in order to satisfy the park development requirements for this subdivision.</p>	<p>OTTAWA Planning</p>

Environmental Constraints

51	EC2	<p>The Owner shall have an Integrated Environmental Review Statement prepared prior to registration of the first phase, in accordance with the policies of the Official Plan Section 4.7.1, to the satisfaction of the General Manager, Planning, Development and Building Services.</p>	<p>OTTAWA Planning</p>
52		<p>The Owner acknowledges and agrees that the construction of the subdivision shall be in accordance with the recommendations of the 1934 Stagecoach Road – Environmental Impact Statement dated April 17, 2013 prepared by Muncaster Environmental Planning Inc, and the Environmental Impact Statement Update -</p>	<p>OTTAWA Planning SNC</p>

1934 Stagecoach Rd, prepared by DST Consulting Engineers, dated August 2020.

- 53** The Owner acknowledges and agrees that all the conditions of draft plan approval as they apply to Bobolink habitat and Butternut tree protection within the meaning of the Endangered Species Act 2007, as a result of the assessment prepared and submitted by Muncaster Environmental Planning Inc. dated April 17, 2013, and and the Environmental Impact Statement Update - 1934 Stagecoach Rd, prepared by DST Consulting Engineers, dated August 2020 are subject to obtaining a permit from the Ministry of Natural Resources for removal of identified Bobolink habitat and butternut trees. **OTTAWA Planning**
- 54** The Owner agrees to place a covenant on title indicating: **OTTAWA Planning**
- a) a 30 metre “No Touch/No Development” setback from Grey’s Creek located on Lots 12 through 19 inclusive, described on the final subdivision plan, established from the normal highwater mark/bank of creek.
 - b) A 15 metre “No Touch / No Development” setback from the small tributary located on Lot 12 as described on the final subdivision plan, established from the normal high water mark / bank of creek.
 - c) The draft plan of subdivision shall clearly show these setbacks and the watercourses. .
- 55** Prior to registration, the Owner shall coordinate the Grading and Drainage Plan with the Environmental Impact Statement prepared by Muncaster Environmental Planning Inc. (dated April 17, 2013), and the Environmental Impact Statement Update - 1934 Stagecoach Rd, prepared by DST Consulting Engineers, (dated August 2020) and indicate areas where trees and other vegetation will be preserved as part of the grading and drainage for the subdivision. The location of retained butternut trees along with a 25 m radius around them shall be indicated on the Grading and Drainage Plan, and all site alteration and construction shall be located outside of that 25 m radius. The Grading and Drainage Plan shall indicate where special measures are required as recommended by the Environmental Impact Statement (e.g., fencing, setbacks or special machinery) and ensure proper drainage and avoid grade raises in the identified tree preservation locations. This shall be to the satisfaction of the Planning, Development and Building Services Department. **OTTAWA Planning**

- 56 The Owner acknowledges that the endangered tree species butternut (*Juglans cinerea*) is present on or adjacent to the property and special requirements must be met. Prior to registration, early servicing or any on-site works that might result in injury or destruction of butternut trees, the Owner will obtain approval from the MNR to allow retainable trees (as determined in the Muncaster Environmental Planning Inc. report dated April 17, 2013 and the Environmental Impact Statement Update - 1934 Stagecoach Rd, prepared by DST Consulting Engineers, dated August 2020) to be harmed and/or removed under the requirements of the Endangered Species Act, 2007. The Owner shall maintain a minimum 25 metre buffer, untouched, surrounding the butternut trees on the site until all requirements of the Endangered Species Act, 2007, have been met and the necessary MNR approvals obtained. **OTTAWA Planning**
- 57 The Owner acknowledges that a copy of the approved permit and/or compensation planting plan provided by the Ministry of Natural Resources under the requirements of the Endangered Species Act, 2007, shall be provided to the General Manager, Planning, Development and Building Services prior to registration, the approval of early servicing, commence work or other on-site works requiring City approval. Should the permit necessitate changes, a revision to the draft plan may be required. **OTTAWA Planning**
- 58 The Owner agrees to inform future Purchasers regarding the presence of the endangered tree species, butternut (*Juglans cinerea*) on or adjacent to the lot they are purchasing, through all Purchase and Sale Agreements. Under the regulations of the Endangered Species Act, it is possible to obtain approval from the Ministry of Natural Resources to allow the removal of or harm specific trees provided the requirements of the regulation are met. More information can be obtained from the MNR directly. **OTTAWA Planning**
- 59 The Owner agrees to prepare a final detailed version of the Stormwater Management Plan and describe how it is to be implemented in accordance with current Stormwater Management Best Management Practices to the satisfaction of South Nation Conservation. The final version of the report will ensure that the entire stormwater management plan is designed according to, and is consistent with the MOE Stormwater Management and Design Manual. **OTTAWA Planning SNC**
- 60 The Owner acknowledges that the document "Conceptual Stormwater Management Plan for the Proposed Subdivision at 1934 Stagecoach Road" prepared by J.F. Sabourin and Associates Inc. dated January 2013 is to be revised in accordance with the **OTTAWA Planning SNC**

comments provided in the letter from South Nation Conservation dated February 26, 2013 to the satisfaction of the SNC and the subsequent response from JFSA dated April 4, 2013.

- 61** The Owner agrees to prepare a final Sediment and Erosion Control Plan and indicate how it is to be implemented to the satisfaction of South Nation Conservation, appropriate to the site conditions, prior to undertaking any site alterations (filling, grading, removal of vegetation, etc.) and during all the phases of the site preparation and construction in accordance with the current Best Management Practices for Erosion and Sediment Control. **OTTAWA Planning and SNC**
- 62** The Owner agrees to prepare a final Lot Grading and Drainage Plan and indicate how it is to be implemented to the satisfaction of the City of Ottawa and South Nation Conservation. **OTTAWA Planning and SNC**
- 63** The Owner agrees to implement the recommendations of the Shields Creek Subwatershed Study, and use the Subwatershed Study as a basis for preparation of the final studies and reports. **OTTAWA Planning and SNC**
- 64** The Owner acknowledges that the land along the Grey's Creek Municipal Drain is within the 100-year floodplain. Development is therefore restricted on Lots 12 through 19 inclusive. **OTTAWA Planning and SNC**
- This area is regulated by SNC under Ontario Regulation 170/06 (Development, Interference with Wetlands and Alterations to Shorelines and Watercourses). The regulation controls the placing of fill such as earth, topsoil, rock etc... whether the fill originates on the property or has been brought to the property from somewhere else and the building of any structure near sensitive slopes and flood areas. A permit is required from South Nation Conservation for any proposed development or site alteration within the regulated area, which is within 15 metres from the floodplain line.
- 65** The Owner acknowledges that Grey's Creek and any associated tributaries are listed as Type 2 Fish Habitat and is subject to South Nation Conservation Ontario Regulation 170/06 (Development Interference with Wetlands, Alteration to Shorelines and Watercourses). The regulation requires that the Owner receive written approval from the SNC before straightening, diverting, and interfering with in any way the existing channel of any ditch, drain or watercourse. Any application submitted in this regard shall be assessed within the context of approved policies for the administration of the regulations that are in effect at the time the application is submitted. **OTTAWA Planning and SNC**

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| 66 | The Owner acknowledges that South Nation Conservation is under a Level 3 Agreement with the Department of Fisheries and Oceans Canada to screen works that are in or beside water. The impacts that any such works may have on fish habitat, whether directly adjacent to the site or downstream, will necessitate a review by the Conservation Authority and may require approval of the Department of Fisheries and Oceans Canada. | OTTAWA
Planning
SNC |
| 67 | The Owner agrees that all approvals and conditions of approval shall be met as required by South Nation Conservation, Department of Fisheries and Oceans, and all other certificates of approval required by the agencies noted above shall be presented to the City prior to the issuance of Commence Work notifications to begin construction. | OTTAWA
Planning
SNC |
| 68 | The Owner acknowledges and agrees that prior to registration of the subdivision, a final consolidated Hydrogeological and Terrain Analysis must be submitted to the City and South Nation Conservation to the satisfaction of the General Manager, Planning, Development and Building Services. | OTTAWA
Planning
SNC |
| 69 | The Owner acknowledges that the subdivision agreement shall contain wording acceptable to South Nation Conservation that the above noted conditions will be implemented. | OTTAWA
Planning
SNC |
| 70 | The Owner shall prepare, to the satisfaction of the General Manager, PGM, a Conservation Handbook describing the natural attributes of the subdivision and the importance of good stewardship practices to ensure the long term health and sustainability of the trees and wildlife habitat. The Handbook shall be distributed to all purchasers with the Agreement of Purchase and Sale. | OTTAWA
Planning |

Archaeology

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| 71 | ARC1 | <ul style="list-style-type: none"> (i) The Owner acknowledges having been required to retain a licensed consultant archaeologist to undertake an archaeological assessment of the entire property, including 1:10,000 scale mapping, "Archaeological Site Record" and report(s); (ii) The Owner agrees to implement the recommendations of the approved assessment, including mitigation, through preservation or removal and documentation of archaeological resources; and (iii) The Owner agrees that no site works shall take place until any archaeological resource conservation concerns have been addressed. | OTTAWA
Planning
and
Ministry
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Culture |
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All of the above noted conditions shall be to the satisfaction of the Ministry of Culture and the General Manager, Planning, Development and Building Services.

Stormwater Management

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| 72 | SW1 | The Owner shall provide to the General Manager, Planning, Development and Building Services any and all stormwater reports that may be required by the City for approval prior to the commencement of any works in any phase of the Plan of Subdivision. Such reports shall be in accordance with any watershed or subwatershed studies, conceptual stormwater reports, City or Provincial standards, specifications and guidelines. The reports shall include, but not be limited to, the provision of erosion and sedimentation control measures, implementation or phasing requirements of interim or permanent measures, and all stormwater monitoring and testing requirements. All reports shall be to the satisfaction of the General Manager, Planning, Development and Building Services. | OTTAWA
Planning
and
CA |
| 73 | SW2 | (a) Prior to the commencement of construction of any phase of this Subdivision (roads, utilities, any off-site work, etc.) the Owner shall: <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. have said plans approved by the General Manager, Planning, Development and Building Services, andiii. provide certification to the General Manager, Planning, Development and Building Services through a Professional Engineer that the plans have been implemented. <p>(b) Any changes made to the Plan shall be submitted to the satisfaction to the City of Ottawa and the Conservation Authority.</p> <p>(c) The Owner shall implement an inspection and monitoring plan to maintain erosion control measures.</p> | OTTAWA
Planning |
| 74 | SW3 | On completion of all stormwater works, the Owner shall provide certification to the General Manager, Planning, Development and Building Services through a Professional Engineer that all measures have been implemented in conformity with the approved Stormwater Site Management Plan. | OTTAWA
Planning |
| 75 | SW4 | Prior to the registration, or the making of an application for a | OTTAWA |

Ministry of Environment Certificate of Approval for any stormwater works, whichever event first occurs, the Owner shall prepare a Stormwater Site Management Plan in accordance with a Conceptual Stormwater Site Management Plan (Conceptual Stormwater Management Plan for the Proposed Subdivision at 1934 Stagecoach Road, dated January 2013). The Stormwater Site Management Plan shall identify the sequence of its implementation in relation to the construction of the subdivision and shall be to the satisfaction of the General Manager, Planning, Development and Building Services and South Nation Conservation.

**Planning
SNC**

76 The Owner covenants and agrees to convey Block 67 to the City for stormwater management purposes. The Owner also agrees to prepare and provide an Operation and Maintenance Manual for the stormwater management facility to the City. The Owner also agrees to submit this manual to the General Manager, Planning, Development and Building Services for review prior to final acceptance of the manual by the City.

77 Upon completion of all stormwater works, the Owner shall provide certification to the City of Ottawa through a Professional Engineer certified in the Province of Ontario, that all measures have been implemented in conformity with the approved Stormwater Site Management Plan and the Ministry of the Environment, Environmental Compliance Approval. The Owner also agrees to implement the 'SWM Facility Maintenance and Monitoring Program' as outlined in Section 11.0 of the "Conceptual Stormwater Management Plan for the Proposed Subdivision at 1934 Stagecoach Road" (JFSA, January 2013) to the satisfaction the General Manager of Planning, Development and Building Services and at no cost to the City.

The Owner also agrees to log all of the monitoring activities and any repairs or required maintenance during the maintenance and monitoring period, which shall also be integrated into a report, The final report shall be reviewed and all facility deficiencies shall be rectified prior to associated securities being released and prior to the City assuming the stormwater facility. This shall all be carried out to the satisfaction of the General Manager of Planning, Development and Building Services and at no cost to the City.

78 Prior to registration of any phase, the Owner shall submit a Lot Development Plan outlining the location of all impervious surfaces, including driveways, foundations, and private services for review and approval by the General Manager, Planning, Development and Building Services.

**OTTAWA
Planning**

- 79 The Owner is to advise all potential purchasers that Lots 1, 2, 12 through 19, 22, 23, 33, 34, 35, 43, 44, 51, 52 may be encumbered significantly by setbacks and drainage easements. In addition, the conceptual stormwater design requires fifty percent (50%) of each lot in the development to be undeveloped. The Owner shall ensure that covenants shall be placed in all purchase and sale agreements requiring lot owners to develop their lots in conformity with the approved Lot Development Plan. **OTTAWA Planning**
- 80 The Owner shall convey the required easements to the City, at no cost to the City, over the drainage channels, including but not limited to all outlet channels. The easements shall be of sufficient width to provide access for repair and maintenance to the satisfaction of the General Manager, Planning, Development and Building Services. The Owner shall prepare a reference plan showing such easements plan and such plan must be to the satisfaction of the General Manager, Planning, Development and Building Services prior to registration. **OTTAWA Planning**
- 81 The Owner acknowledges and agrees that he shall be responsible to protect all outlet channels through the registration of an easement over such outlet channel(s). This shall be prior to registration of the agreement, at no cost to the City and to the satisfaction of the General Manager of Planning, Development and Building Services. **OTTAWA Planning**
- 82 The Owner acknowledges and agrees to bear full responsibility for the costs associated with any upgrade or upsizing of culverts located along Stagecoach Road between the subdivision outlet and the Neulist Municipal Drain to the north. This shall be in accordance with the approved Stormwater Management Study and to the satisfaction of the General Manager, Planning, Development and Building Services. The Owner also agrees to notify any affected property owners and coordinate all works, as well as obtain any permits as may be required to complete the works. **OTTAWA Planning**
- 83 The Owner acknowledges that any construction or alteration activities within a watercourse or any associated municipal or wetland drains will require a permit from the South Nation Conservation Authority as required under Ontario Regulation 170/06 (Regulation of Development, Interference with Wetlands and Alteration to Shorelines and Watercourses) before commencing any work along the watercourse. **OTTAWA Planning SNC**
- 84 The Owner acknowledges and agrees to provide all required analysis of the outlet channels and demonstrate that the existing **OTTAWA Planning**

outlets and downstream system has adequate capacity for all of the contributing area of this development.

85 **SW7** 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. All reports are to be approved by the General Manager, Planning, Development and Building Services prior to the commencement of any Works. **OTTAWA
Planning**

86 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: **OTTAWA
Planning
Legal**

“The Owner acknowledges that presently the Stagecoach roadside ditch may overflow into this subdivision during infrequent storm events. The Final Grading Plan shall be coordinated with the Final Stormwater Management Report in order to ensure that major flows do not impact the abutting properties or Stagecoach Road. The Owner must obtain approval of the General Manager, Planning, Development and Building Services of the City of Ottawa prior to undertaking any grading alterations.”

Fisheries

87 **F1** In recognition that the main stream running across the lands (Grey’s Creek) is fish habitat, prior to registration of the plan of subdivision, the General Manager, Planning, Development and Building Services shall be satisfied that: **OTTAWA
Planning
SNC**

(i) the Zoning By-law provisions for all new development located along the watercourse identified as fish habitat areas (identify the specific lots) require a minimum setback to the satisfaction of the General Manager, Planning, Development and Building Services and the Conservation Authority;

(ii) Wording has been included in the subdivision agreement and in all agreements of purchase and sale for Lots 12 to 19 inclusive:

(a) informing the Owners that the purpose of the setback is to protect fish habitat and that the natural vegetation within the setback be retained;

(b) informing Owners that, in accordance with s. 35 of the Federal Fisheries Act, unauthorized destruction,

disturbance or alteration to fish habitat is prohibited;
and

- (c) informing Owners that any proposed alteration (such as a driveway crossing) must be reviewed in detail by South Nation Conservation and may require authorization pursuant to the provisions of the Federal Fisheries Act.

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| 88 | F2 | The Owner acknowledges that the proposed works on Grey's Creek at 1934 Stagecoach Road will require the Department of Fisheries and Oceans (DFO) authorization. Any harmful alteration, disruption or destruction (HADD) as a result of the subdivision will require compensation to the satisfaction of DFO. | OTTAWA
SNC |
| 89 | F5 | The Owner agrees that no in-stream works will occur within Grey's Creek between March 15 th and June 30 th of any given year. | OTTAWA
SNC |

Unserviced Lands

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| XX | ULX | The Owner agrees to submit a revised Hydrogeological and Terrain Analysis Report, prepared by a Professional Engineer or Professional Geoscientist, based on the revised Draft Plan of Subdivision with 66 residential lots and in compliance with current applicable standards, methodologies and guidelines. The Report will demonstrate, to the satisfaction of General Manager, Planning, Development and Building Services, that the groundwater quality and quantity are sufficient to support the addition of three (3) residential lots. The report must also include a discussion of any changes in land use that may impact the groundwater quality. | OTTAWA
Planning |
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Upon approval of the updated Terrain Analysis and Hydrogeological Study, the Draft Conditions of Approval will be revised to reflect the changes to the Draft Plan of Subdivision (e.g. road layout, park removal and lot numbering). If the findings of the updated Terrain Analysis and Hydrogeological Study determine that the revised Draft Plan of 66 residential lots cannot be supported, the revised Draft Plan will not be approved, and draft approval will revert to the previous Draft Plan reflecting 63 residential lots.

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| 90 | UL1 | The Owner agrees that all well construction, including test wells, shall be in accordance with the recommendations of the approved Hydrogeological and Terrain Analysis Report, and that certification by a Professional Engineer or Professional Geoscientist will be provided to the City in this regard. The Owner shall advise all prospective lot purchasers, in the agreements of purchase and sale and in the Deed(s), of these certification requirements. | OTTAWA
Planning |
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- 91** **UL2** The Owner is advised that a clause will be inserted into the Subdivision Agreement requiring that all agreements of purchase and sale shall include the following notification. **OTTAWA Planning Legal**
- “The City of Ottawa does not guarantee the quality or quantity of the groundwater. If, at some future date, the quality or the quantity of the groundwater becomes deficient, the City of Ottawa bears no responsibility, financial or otherwise, to provide solutions to the deficiency, such solutions being the sole responsibility of the homeowner.”
- 92** **UL3** The registration of this subdivision shall be phased. Each phase of registration is to contain not more than 40 lots. Prior to the registration of each phase other than the first phase, the Owner shall submit a performance review of the operation of wells and private sewage disposal systems in the previous phase(s) of the development. Such review shall demonstrate that the previous phase(s) are operating satisfactorily. A Professional Engineer, with experience in hydrogeology, or a professional geoscientist shall prepare the performance review. The final number of lots required for analysis must be supported in the performance review, but in any case the performance review shall only be prepared and submitted for review when a minimum of 50% of the lots in the previous phase have been built and occupied for not less than three seasons, and, when requesting the registration of any phase beyond the second phase, a representative number of lots, to the satisfaction of the General Manager, Planning, Development and Building Services, in the older phases must also be analysed. Further, the Owner agrees that prior to the registration of each phase, lots in that phase or any subsequent phase will not be offered for sale. **OTTAWA Planning SNC**
- 93** The Owner agrees that in accordance with Condition UL3 and prior to being allowed to proceed to any subsequent phase, the performance review of the private wells and septic systems shall be based on a minimum of 20 lots that have been built and occupied for a minimum of three seasons. The Owner also agrees that the location of the wells to be used in the sampling shall be situated down gradient to capture any groundwater impacts in the next phase of development. This shall be in accordance with the Ministry of Environment procedures D5-5 and D5-4 and to the satisfaction of the General Manager, of Planning, Development and Building Services. **OTTAWA Planning**

- 94** Prior to the registration of any phase, the existing well and septic system located on Lots 37, 38, 50, 57 and 58 shall be identified and decommissioned in accordance with current Ontario Regulations. Any other existing buildings on any lots shall be removed and any private servicing decommissioned. All aspects of these works should be coordinated by a qualified Professional Engineer of Ontario and certification of such should be provided to the General Manager, Planning, Development and Building Services. **OTTAWA Planning**
- 95** The Transferee for himself, his heirs, executors, administrators, successors and assigns covenants and agrees being advised that well construction shall be in accordance with the recommendations of the approved Hydrogeological and Terrain Analysis Report, (Proposed Residential Subdivision, 1934 Stagecoach Road, revised June 2011, prepared by Paterson Group Inc.), and certification by a Professional Engineer or a Professional Geoscientist, licensed in the Province of Ontario, shall be provided to the City. All wells shall be certified in accordance with the Osgoode Well Compliance Program (as per By-Law 37-98), or as superseded by any City of Ottawa well inspection program in effect at the time of well certification. In addition to bacteriological testing, well water shall be tested for nitrate and chloride and the results shall be submitted to the City with the well certification. This certification is required prior to final inspection by the City to permit occupancy of buildings. **OTTAWA Planning**
- 96** The Owner shall obtain for each water well that is drilled to a depth below the bottom of the recommended groundwater intake zone, a representative water sample to be assessed for groundwater parameters consistent with the original hydrogeological study, to confirm that the well water meets the Ontario Drinking Water Standards Objectives and Guidelines and outline any conditioning recommendations. The Owner also agrees that both certification and water quality sampling and reporting shall be carried out by a Professional Engineer or Professional Geoscientist certified in the Province of Ontario. **OTTAWA Planning**
- 97** The Owner shall provide a dedicated monitoring well, at no cost to the City, and to which the City will have unlimited access by way of a permanent easement dedication, to monitor groundwater conditions. Where the subdivision has a number of phases, one monitoring well shall be required for each phase of development. The first preferred location for a monitoring well shall be within the walkway block (Block 68) between Lot 40 and 41. The limits of the block shall be extended 5 metres by 5 metres around the monitoring well so as to not encroach on the 6 metre wide pathway **OTTAWA Planning**

area and a lockable cover shall be installed on the well. The second preferred location is within the Stormwater Management Block (Block 67) to the satisfaction of the General Manager, Planning, Development and Building Services.

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| 98 | | <p>The dedicated monitoring well should be located and constructed in accordance with Ontario Regulation 903 and should target the preferred water supply aquifer zone identified in the Hydrogeological Investigation Report – Paterson Report No. PH0482-REP.02 updated June 23, 2011. The construction of the well, and preparation of the well for use by the City of Ottawa should be supervised by a qualified Professional Engineer of Ontario, experienced in hydrogeology, or a Professional Geoscientist of Ontario and certification of such should be provided to the City of Ottawa prior to registration of each phase of development.</p> | OTTAWA
Planning |
| 99 | | <p>Prior to registration, the Owner acknowledges and agrees that all applications to the Ottawa Septic System Office shall be in accordance with the requirements of the Ontario Building Code, approved hydrogeological and terrain analysis studies, the approved Lot Development Plan and the requirements of the MNR permit.</p> <p>Hydro</p> | OTTAWA
Planning
OSSO |
| 100 | H1 | <p>The Owner shall comply with Hydro One's Conditions of Service and thus should be consulted for the servicing terms. The Owner should consult Hydro One prior to commencing engineering designs to ensure compliance with these documents.</p> | Hydro |
| 101 | H3 | <p>The Owner shall pre-consult with Hydro One 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.</p> | Hydro |
| 102 | H4 | <p>The Owner may be required to enter into an Electrical Servicing Agreement with Hydro One Limited, to the satisfaction of Hydro One.</p> | Hydro |
| 103 | H5 | <p>The Owner shall contact Hydro One to discuss electrical servicing for the property. By Hydro One commenting on this proposal, Hydro One has not committed to, or approved the electrical servicing of the proposed development.</p> | Hydro |

104	H6	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 One's Contributed Capital Policy and Conditions of Service.	Hydro
105	H7	Hydro One'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 is via overhead distribution.	Hydro
106	H8	The Owner shall be responsible for servicing the buildings within the property. Only one service entrance per property shall be permitted.	Hydro
107	H9	The Owner shall convey, at their cost, all required easements as determined by Hydro One.	Hydro
108	H10	Prior to commencement of any construction activities, the Owner shall inform Hydro One of any acute shock construction process or rubberization to be used during construction. The Owner shall be responsible for any damage to Hydro One distribution assets.	Hydro
109	H11	Hydro One 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 One.	Hydro
110	H12	The Owner shall be responsible for all costs for feasible relocations, protection or encasement of any existing Hydro One plant.	Hydro
111	H13	The Owner shall ensure that any landscaping or surface finishing does not encroach into existing or proposed Hydro One's overhead or underground assets or easement. When proposing to plant in proximity of existing power lines, the Owner shall refer to Hydro One's free publication "Tree Planting Advice". The shrub or tree location and expected growth must be considered. If any Hydro One 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

- 112 H15** The Owner shall ensure that no permanent structures are located within the "restricted zone" defined by Hydro One. The "restricted zone" surrounds overhead medium voltage pole lines, consisting of a five-meter (5m) radial distance from overhead medium voltage conductors, and a two-meters (2m) distance from a vertical line drawn from the conductors to ground level along, the length of the pole line. This standard complies with the requirements of the Ministry of Labour's *Occupational Health & Safety Act*, the Building Code and the Ontario Electrical Safety Code. **Hydro**
- 113 H16** The Owner and its agents shall arrange for an underground electricity cable locate by contacting Ontario One Call at 1-800-400-2255, not less than seven (7) working days prior to excavating. There shall be no mechanical excavation within 1.5m of any Hydro One underground plant unless the exact position of plant is determined by hand digging methods. Direct supervision by Hydro One forces, and protection or support of the underground assets shall be at the Owner's expense. **Hydro**

Utilities

- 114 U1** The Owner is hereby advised that prior to commencing any work within the Draft Plan, 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**

Noise Attenuation

- 115 N1** The Owner shall have a Noise Study undertaken related to noise assessment and land use planning with respect to noises generated by moving and stationary sources. The study shall be to the satisfaction and approval of the General Manager, Planning, Development and Building Services and shall comply with **OTTAWA Planning**
- (i) the City of Ottawa's Environmental Noise Control Guidelines; and
 - (ii) the City of Ottawa's Standards for Noise Barriers and Noise Control Guidelines; and

- (iii) 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.

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| 116 | N2 | 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 and in accordance with the City's Environmental Noise Control Guidelines. 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. | OTTAWA
Planning |
| 117 | N3 | Where structural mitigation measures are required as a result of the Noise Assessment Study, the Owner shall provide, prior to final building inspection, certification to the General Manager, Planning, Development and Building Services, through a Professional Engineer, that the noise control measures have been implemented in accordance with the approved study. | OTTAWA
Planning |
| 118 | N5 | The Owner agrees that all purchase and sale agreements, and the Deed(s) for the whole or any part of the lot/block on the Plan of Subdivision shall contain the following clauses that shall be incorporated in all Transfers/Deeds from the Owner so that the clauses shall be covenants running with the lands in the Subdivision. | OTTAWA
Planning
and
Legal |

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."

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."

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 and thus minimize the noise impacts both on and in the immediate vicinity of the subject property.)"

Warning Clause Type D

"This dwelling unit has been supplied with a central air conditioning system which will allow windows and exterior doors to remain closed, thereby ensuring that the indoor sound levels are within the City's and the Ministry of the Environment's noise criteria."

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."

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 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.”

Land Transfers

119	LT1	<p>The Owner shall convey, at no cost to the City, all lands required for public purposes, including but not limited to, reserves, road widenings, daylighting triangles, walkway blocks, open space blocks, lands required for parks (or cash-in-lieu thereof) and for storm water measures, to the satisfaction of the General Manager, Planning, Development and Building Services. In particular, the Owner shall convey, at no cost to the City, the following lands:</p> <ul style="list-style-type: none">i) Pathway, Walkway or Servicing Blocks – Block 68ii) Open Space Blocks – N/Aiii) Watercourses (buffer strips/riparian corridors) – N/Aiv) Park Blocks – N/Av) Storm Water Management – Block 67 and XXvi) Road Widening Blocks – Block 69 and 70vii) 0.3 m Reserve Blocks – Block 71 and 72viii) Daylighting Triangles – at all intersectionsix) Transit Corridors – N/Ax) Wetlands – N/A	OTTAWA Planning and Legal
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Development Charges By-law

120	DC1	<p>The Owner acknowledges that some of the works of the Subdivision are eligible for development charges revenues pursuant to the City’s applicable Development Charges By-law and background study, as well as budget approval by City Council where required. Such contributions are to be determined and agreed to by the City, prior to the commencement of the associated Works or as agreed to by the City. The Owner agrees to enter into any agreements that may be required pursuant to the applicable Development Charges By-law.</p>	OTTAWA Planning Legal
121	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</p>	OTTAWA Planning Legal

accordance with the *Development Charges Act, 1997* and the *Education Development Charges Act*.

Survey Requirements

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| 122 | Surv1 | The Owner shall provide the final plan intended for registration in a digital format that is compatible with the City's computerized system. | OTTAWA
Planning |
| 123 | Surv2 | The Plan of Subdivision shall be referenced to the Horizontal Control Network in accordance with the City requirements and guidelines for referencing legal surveys. | OTTAWA
Surveys |

Purchase and Sale Agreements and Covenants on Title

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| 124 | | The Owner agrees to inform future Purchasers regarding the presence of the endangered tree species, butternut (<i>Juglans cinerea</i>) on or adjacent to the lot they are purchasing, through all Purchase and Sale Agreements. Under the regulations of the Endangered Species Act, it is possible to obtain approval from the Ministry of Natural Resources to allow the removal of or harm specific trees provided the requirements of the regulation are met. More information can be obtained from the MNR directly. | OTTAWA
Planning |
| 125 | | The Owner shall prepare, to the satisfaction of the General Manager, PGM, a Conservation Handbook describing the natural attributes of the subdivision and the importance of good stewardship practices to ensure the long term health and sustainability of the trees and wildlife habitat. The Handbook shall be distributed to all purchasers with the Agreement of Purchase and Sale. | OTTAWA
Planning |
| 126 | | The Owner is to advise all potential purchasers that Lots 1, 2, 12 through 19, 22, 23, 33, 34, 35, 43, 44, 51, and 52 may be encumbered significantly by setbacks and drainage easements. In addition, the conceptual stormwater design requires fifty percent (50%) of each lot in the development to be undeveloped. The Owner shall ensure that covenants shall be placed in all purchase and sale agreements requiring lot owners to develop their lots in conformity with the approved Lot Development Plan. | OTTAWA
Planning |
| 127 | | The Owner covenants and agrees that the following clause shall be incorporated into all agreements of purchase and sale for the | OTTAWA
Planning |

whole or any part of a lot or block on the Plan of Subdivision, and registered separately against the title: **Legal**

“The Owner acknowledges that presently the Stagecoach roadside ditch may overflow into this subdivision during infrequent storm events. The Final Grading Plan shall be coordinated with the Final Stormwater Management Report in order to ensure that major flows do not impact the abutting properties or Stagecoach Road. The Owner must obtain approval of the General Manager, Planning, Development and Building Services of the City of Ottawa prior to undertaking any grading alterations.”

- 128** The Owner agrees that Notices on Title shall be included in all future Agreements of Purchase and Sale and Deeds, in accordance with the Subdivision Agreement, that in addition to well certification, he shall obtain for each water well that is drilled to a depth below the bottom of the recommended groundwater intake zone, a representative water sample to be assessed for groundwater parameters consistent with the original hydrogeological study, to confirm that the well water meets the Ontario Drinking Water Standards Objectives and Guidelines and outline any conditioning recommendations. The Owner also agrees that both certification and water quality sampling and reporting shall be carried out by a Professional Engineer or Professional Geoscientist certified in the province of Ontario. **OTTAWA
Planning
Legal**
- 129** The Owner agrees that Notices on Title shall be included in all future Agreements of Purchase and Sale and Deeds, in accordance with the Subdivision Agreement, that existing wells on the site, including test wells that will not be utilized for potable water supply or monitoring in the future, shall be abandoned in accordance with well regulations (Ontario Water Resources Act, R.S.O. 1990, Regulation 903, and any subsequent amendments). A certificate of compliance shall be provided in this regard to the General Manager, Planning, Development and Building Services. **OTTAWA
Planning
Legal**
- 130** Groundwater may be of average quality in terms of aesthetic criteria (hardness, iron, hydrogen sulphide, TDS, sodium, etc). The Owner is advised that a clause shall be inserted in the Subdivision Agreement requiring that all Offers of Purchase and Sale and Deeds shall include a notification, in wording acceptable to the City, advising that some incrustation, taste and colour problems may occur and treatment systems may have to be utilized for improving water quality. **OTTAWA
Planning
Legal**
- 131** The Owner is advised that a clause shall be inserted in the Subdivision Agreement requiring that all Offers of Purchase and **OTTAWA
Planning**

- Sale and Deeds shall include a notification, in wording acceptable to the City, advising that the sodium levels in well water may exceed 20 mg/L. The City Medical Officer of Health recommends that persons with cardiac problems such as hypertension, etc., should discuss this matter with their family physician prior to accepting an offer of purchase. **Legal**
- 132** The Owner is advised that a clause shall be inserted in the Subdivision Agreement requiring that all Offers of Purchase and Sale and Deeds shall include a notification, in wording acceptable to the City, advising future residents to perform a water quality analysis bacteria, indicators of direct impact from sewage systems (Chlorides, Nitrite, Nitrates, TKN, Turbidity, Ammonia, Sodium, Total Coliform, E.Coli) and other health related parameters before connecting the water supply to the house plumbing. **OTTAWA Planning Legal**
- 133** The Owner is advised that a clause shall be inserted in the Subdivision Agreement requiring that all Offers of Purchase and Sale and Deeds shall include a notification, in wording acceptable to the City, advising future residents to perform regular water quality analysis to avoid any future serious health issues. In case of any exceedances, the Medical Officer of Health shall be informed for further evaluation and necessary measures. Ontario Drinking Water Standards (ODWS) for Nitrate is < 10 mg/l, for Fluoride is 1.5 mg/l and no significant evidence of bacterial activity. **OTTAWA Planning Legal**
- 134** The Transferee for himself, his heirs, executors, administrators, successors and assigns covenants and agrees being advised that well construction shall be in accordance with the recommendations of the approved Hydrogeological and Terrain Analysis Report, (Proposed Residential Subdivision, 1934 Stagecoach Road, revised June 2011, prepared by Paterson Group Inc.), and certification by a Professional Engineer or a Professional Geoscientist, licensed in the Province of Ontario, shall be provided to the City. All wells shall be certified in accordance with the Osgoode Well Compliance Program (as per By-Law 37-98), or as superseded by any City of Ottawa well inspection program in effect at the time of well certification. In addition to bacteriological testing, well water shall be tested for nitrate and chloride and the results shall be submitted to the City with the well certification. This certification is required prior to final inspection by the City to permit occupancy of buildings. **OTTAWA Planning**
- Closing Conditions**
- 135 C1** The City Subdivision Agreement shall state that the conditions run with the land and are binding on the Owner's, heirs, successors **OTTAWA Legal**

and assigns.

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|------------|-----------|---|----------------------------|
| 136 | C2 | At any time prior to final approval of this plan for registration, the City may, in accordance with Section 51 (44) of the <i>Planning Act</i> , amend, delete or add to the conditions and this may include the need for amended or new studies. | OTTAWA
Legal |
| 137 | C3 | Prior to registration of the Plan of Subdivision, the City is to be satisfied that conditions (specify) have been fulfilled. | OTTAWA
Planning |
| 138 | C4 | The Owner covenants and agrees that should damage be caused to any of the Works in this Subdivision by any action or lack of any action whatsoever on its part, the General Manager, Planning, Development and Building Services may serve notice to the Owner to have the damage repaired and if such notification is without effect for a period of two full days after such notice, the General Manager, Planning, Development and Building Services may cause the damage to be repaired and shall recover the costs of the repair plus the Management Fees under Section 427, of the <i>Municipal Act, 2001</i> , like manner as municipal taxes. | OTTAWA
Planning |
| 139 | C5 | If the Plan(s) of Subdivision has not been registered by <i>September 2, 2016</i> , the draft approval shall lapse pursuant to Section 51 (32) of the <i>Planning Act</i> . Extensions may only be granted under the provisions of Section 51 (33) of said <i>Planning Act</i> prior to the lapsing date. | OTTAWA
Planning |