

MENU OF CONDITIONS
FOR DRAFT APPROVAL
BARRHAVEN CONSERVANCY DEVELOPMENT CORPORATION
CONSERVANCY EAST PHASES 3-4
3285, 3305, BORRISOKANE ROAD

DRAFT APPROVED 27/05/2025

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The City of Ottawa's conditions applying to the draft approval of Barrhaven Conservancy Development Corporation's Conservancy East Phase 3 and 4 Subdivision (File No. D07-16-24-0011), 3285 and 3305 Borrisokane Road, are as follows:

	<p>This approval applies to the draft plan certified by C.M.Fox, Ontario Land Surveyor, dated April, 9, 2025, showing 6 streets, 2 lanes, 19 residential blocks, 2 pathway blocks, 1 park block, 1 road widening blocks, and 1 open space block.</p> <p>This approval applies to the approved conceptual plans and reports in support of the draft plan as follows (list plans, reports and studies associated with the draft approval):</p> <ol style="list-style-type: none"> 1) On-Street Parking Plan, drawing no. SP-1, prepared by xxx, dated 24/10/07. 2) Geotechnical Review – Rear Yard Lot Terracing, prepared by Paterson Group, dated September 25, 2024. 3) Conceptual Grading Plan, drawing no. 8, prepared by DSEL, dated October 2024. 4) Conservancy East Redline Changes – Transportation Impacts, prepared by CGH Transportation, dated 2024-04-04. 5) Requested Daylight Triangle Impacts, drawing no. 001, prepared by CGH Transportation, dated 2024-10-03. 6) Theoretical 4m Bendouts and Impacts to Trees, drawing no. 002, prepared by CGH Transportation, dated 2024-10-03. 7) Landfill Impact Assessment, prepared by Paterson Group, dated August 8, 2024. 8) Landscape Design Brief, prepared by NAK design strategies, dated August 2024. 9) Streetscape Plans, drawing nos. ST1 & ST2, prepared by NAK design strategies, revision 4 dated Nov. 27/24. 10) Phase I – Environmental Site Assessment Update, prepared by Paterson Group, dated September 16, 2022. 11) Phase I – Environmental Site Assessment Update, prepared by Paterson Group, dated May 27, 2024. 12) Stage 1-2 Archaeological Assessment, prepared by Paterson Group, dated December 2019. 13) Environmental Impact Study, prepared by Kilgour & Associates Ltd., dated April 11, 2024. 14) Traffic Noise Addendum Letter, prepared by Gradient Wind Engineers & Scientists, dated March 1st, 2024. 15) Design Brief Barrhaven Conservancy East – Phase 3, prepared by DSEL, dated March 2025. 16) Barrhaven Conservancy Phase 3 – Stormwater Management Memorandum, prepared by DSEL, dated 2025-03-10. 	
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		<p>17) Sump Pump Feasibility Report, Conservancy Lands East and West, prepared by Paterson Group, Revision 2 dated April 29th 2022.</p> <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, Development and Building Services Department.	OTTAWA Planning
2.	G2	<p>Prior to commencing construction, the Owner shall enter into a subdivision agreement with the City. The subdivision agreement shall, among other matters, require that the Owner post securities in a format approved by the City Solicitor, in an amount of 100% of the estimated cost of all works, save and except non-municipal buildings.</p> <p>The aforementioned security for site works shall be for works on both private and public property and shall include, but not be limited to, lot grading and drainage, landscaping and driveways, roads and road works, road drainage, underground infrastructure and services (storm, sanitary, watermains), streetlights, stormwater management works and park works.</p> <p>The amount secured by the City shall be determined by the General Manager, Planning, Development and Building Services Department, based on current City tender costs, which costs shall be reviewed and adjusted annually. Securities for on-site works may be at a reduced rate subject to the approval of the General Manager, Planning, Development and Building Services Department.</p> <p>Engineering, Inspection and Review fees will be collected based on the estimated cost of the works (+HST) and a park review and inspection fee 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>	OTTAWA Planning
3.	G3	The Owner acknowledges and agrees that any residential blocks for street-oriented dwelling units on the final Plan shall be configured to ensure that there will be no more than 25 units per block.	OTTAWA Planning

4.	G4	<p>The Owner acknowledges and agrees that any person who, prior to the draft plan approval, entered into a purchase and sale agreement with respect to lots or blocks created by this Subdivision, shall be permitted to withdraw from such agreement without penalty and with full refund of any deposit paid, up until the acknowledgement noted above has been executed.</p> <p>The Owner agrees to provide to the General Manager, Planning, Development and Building Services Department an acknowledgement from those purchasers who signed a purchase and sale agreement before this Subdivision was draft approved, that the Subdivision had not received draft approval by the City. The Owner agrees that the purchase and sale agreements signed prior to draft approval shall be amended to contain a clause to notify purchasers of this fact, and to include any special warning clauses, such as but not limited to Noise Warnings and easements.</p>	OTTAWA Legal
5.	G5	All prospective purchasers shall be informed through a clause in the agreements of purchase and sale of the presence of lightweight fill on the lands, and that the presence of such lightweight fill may result in specific restrictions on landscaping, pools, additions, decks and fencing	OTTAWA Legal
6.	G6	The Owner, or his agents, shall not commence or permit the commencement of any site related works until such time as a pre-construction meeting has been held with Planning, Development and Building Services Department staff and until the City issues a Commence Work Notification.	OTTAWA Planning
		<u>Zoning</u>	
7.	Z1	The Owner agrees that prior to registration of the Plan of Subdivision, the Owner shall ensure that the proposed Plan of Subdivision shall conform with a Zoning By-law approved under the requirements of the <i>Planning Act</i> , with all possibility of appeal to the Ontario Land Tribunal exhausted.	OTTAWA Planning
8.	Z2	The Owner undertakes and agrees that prior to the registration of the Plan of Subdivision, the Owner shall deliver to the City a certificate executed by an Ontario Land Surveyor showing that the area and frontage of all lots and blocks within the Subdivision are in accordance with the applicable Zoning By-law.	OTTAWA Planning
		<u>Roadway Modifications</u>	
9.	RM1	The Owner shall pay all expenses associated with all works related to roadway modifications, and shall provide financial security in the amount of 100% of the cost of implementing the required works.	OTTAWA Planning

10.	RM2	<p>[Road signage and pavement marking]</p> <p>The Owner agrees to provide a Development Information Form and Geometric Plan indicating:</p> <ul style="list-style-type: none"> a) Road Signage and Pavement Marking for the subdivision; b) Intersection control measure at new internal intersections; and c) location of depressed curbs and TWSIs; <p>prior to the earlier of registration of the Agreement or early servicing. Such form and plan shall be to the satisfaction of the General Manager, Planning, Development and Building Services Department.</p>	OTTAWA Planning Transpo Plg
11.	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
12.	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
13.	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

14.	RM6	<p>[Interim control for signalized intersections]</p> <p>The Owner acknowledges and agrees that the intersection of Conservancy Drive and Borrisokane Road 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 Conservancy Drive will function as a stop-controlled intersection only at Borrisokane Road. The intersection will be designed and constructed to the satisfaction of the General Manager, Planning, Development and Building Services Department.</p> <p>The Owner further acknowledges and agrees, that once the Development Charges Background Study and By-law has been updated to include signalization for Conservancy Drive and Borrisokane Road, the Owner may file a Front Ending Agreement application for the signalization of Conservancy Drive and Borrisokane Road intersection. The approval of such agreement shall be to the full discretion of the City.</p>	OTTAWA Planning
15.	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, and/or Ontario Traffic Manual. These measures may include either vertical or horizontal features (such measures shall not interfere with stormwater management and overland flow routing), including but not limited to:</p> <ul style="list-style-type: none"> • intersection or mid block narrowings, chicanes, medians; • speed humps, speed tables, raised intersections, raised pedestrian crossings; • road surface alterations (for example, use of pavers or other alternate materials, provided these are consistent with the City's Official Plan policies related to Design Priority Areas); • pavement markings/signage; and • temporary/seasonal installations such as flexi posts or removable bollards. 	OTTAWA Planning
		<u>Highways/Roads</u>	

16.	HR1	The Owner acknowledges and agrees that all supporting transportation studies and design of all roads and intersections shall be to the satisfaction of the General Manager, Planning, Development and Building Services Department.	OTTAWA Planning
17.	HR2	The Owner shall retain a licensed or registered professional with expertise in the field of transportation planning and/or traffic operations to prepare a Transportation Impact Assessment. The study shall comply with the City of Ottawa's Transportation Impact Assessment Guidelines. The Owner agrees to revise the Draft Plan in accordance with the recommendations of the study.	OTTAWA Planning
18.	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
19.	HR4	The Owner shall convey to the City, at no cost to the City, an unencumbered road widening along <i>Borrisokane 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
20.	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.	OTTAWA Planning Legal
21.	HR6	The Owner shall provide site triangles at the following locations on the final plan: <ul style="list-style-type: none"> • <i>Local Road to Local Road: 3m x 3m</i> • <i>Local Road to Collector Road: 3m x 5m</i> • <i>Borrisokane Road and Conservancy Drive: 5m x 15m along Borrisokane Road and 3m x 9m along Conservancy Drive</i> 	OTTAWA Planning Legal
22.	HR9	The Owner agrees to provide a construction traffic management plan for the subdivision prior to the earlier of registration of the Agreement or early servicing. Such plan shall be to the satisfaction of the General Manager, Planning, Development and Building Services Department.	OTTAWA Planning

23.	HR11	All streets shall be named to the satisfaction of the Chief Building Official of Building Code Services and in accordance with the Addressing By-law.	OTTAWA Planning BCS
24.	HR12	Where land has been dedicated for road widening purposes as part of the planning process, where the Owner receives no financial compensation or in-kind consideration in exchange for the widening, and where the City deems that the land is no longer required for that purpose, the lands may be conveyed back to the original Owner, or its successor in title, for \$1.00. The Owner shall be responsible for all costs to complete said conveyance, including administrative fees, unless otherwise determined by the General Manager, Planning, Development and Building Services Department.	OTTAWA Planning
25.	HR14	<p>[Development on Private Streets] The Owner covenants and agrees for Block 19 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 watermain, private hydrants and private water services, such agreement to be to the satisfaction of the City Solicitor. b) design all private watermain 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
26.	HR15	The Owner acknowledges that the construction of buildings may be restricted on certain lots and/or blocks until such time as road connections are made so that snow plow turning and garbage collection can be implemented.	OTTAWA Planning
		<u>Public Transit</u>	
27.	PT1	<p>The Owner shall design and construct, at its expense, Conservancy Drive, which has/have been identified as transit service routes, to Transportation Association of Canada standards, including right-of-way width, horizontal and vertical geometry. 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, Development and Building Services Department. The locations for transit passenger standing areas and shelter pads are:</p> <ul style="list-style-type: none"> • <i>between the two legs of Deciduous Crescent</i> • <i>Between the two legs of Ephemeral Crescent</i> 	OTTAWA Planning Transit

28.	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
29.	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, Development and Building Services Department for approval indicating the orientation of all dwellings and private accesses in the vicinity of all bus stop locations.	OTTAWA Planning Transit
30.	PT4	The Owner shall inform all prospective purchasers, through a clause in all agreements of Purchase and Sale and indicate on all plans used for marketing purposes, those streets identified for potential transit services, the location of the bus stops, paved passenger standing areas, or shelters pads and shelters, any of which may be located in front of or adjacent to the purchaser's lot at any time.	OTTAWA Transit
		<u>Geotechnical</u>	
31.	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 and included in the municipal covenant agreement against the title:</p> <p>"The Owner acknowledges that special soils conditions exist on this lot which will require:</p> <ul style="list-style-type: none"> (a) a geotechnical engineer licensed in the Province of Ontario to approve any proposal or design for a swimming pool installation or other proposal requiring an additional building permit on this lot prior to applying for a pool enclosure permit or installing the pool; and (b) the Owner to submit a copy of the geotechnical engineer's or geoscientists report to the General Manager, Planning, Development and Building Services Department at the time of the application for the pool enclosure or additional building permit. <p>The Owner also acknowledges that said engineer or geoscientist will be required to certify that the construction has been completed in accordance with his/her recommendation and that a copy of the certification or report will be submitted to the General Manager, Planning, Development and Building Services Department.</p>	OTTAWA Planning

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

		<p>sensitivity (generally <40% plasticity) or high sensitivity clay soils (generally >40% plasticity), as determined by the above tests and data.</p> <p>v. The report identifies that foundation walls are to be reinforced at least nominally, with a minimum of two upper and two lower 15M (rebar size) bars in the foundation wall.</p> <p>c) In locations where all six conditions in the Tree Planting in Sensitive Marine Clay Soils – 2017 Guidelines cannot be met (e.g. if soils are generally >40% plasticity) the 2005 Clay Soils Policy will apply, meaning only small, low-water demand trees can be planted at a minimum separation distance of 7.5m from a building foundation. In these cases, the Zoning By-law will be used to ensure sufficient front yard setbacks to accommodate street trees in the right-of-way. For example, if street trees are planted in the right-of-way at a distance of 2m from the front lot line, then the minimum front yard setback would be 5.5m (7.5m – 2m).</p>	
34.	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
35.		For those areas of the development where the road grades are proposed to exceed the permissible grade raise beyond those expressed and recommended in the approved Geotechnical Report, the Owner acknowledges and agrees to implement a soil monitoring program to the satisfaction of the City prior to the start of servicing. The soil monitoring program shall be prepared by a geotechnical engineer licensed to practice in Ontario and shall demonstrate that the areas of proposed road grade exceedances have sufficiently settled and stabilized to the satisfaction of the General Manager, Planning, Development and Building Department.	OTTAWA Planning
		<u>Pathways, Sidewalks, Walkways, Fencing, and Noise Barriers</u>	
36.	S1	The Owner acknowledges and agrees that all pathways, sidewalks, walkways, fencing, and noise barriers are to be designed and constructed in accordance with City specifications, at no cost to the City, and to the satisfaction of the General Manager, Planning, Development and Building Services Department.	OTTAWA Planning
37.	S3	<p>[Sidewalks along public roads]</p> <p>The Owner agrees to design and construct 1.8 metre wide sidewalks at the following locations:</p> <ul style="list-style-type: none"> • South side of Conservancy Drive 	OTTAWA Planning

		<ul style="list-style-type: none"> • West side of West leg of Ephemeral Crescent • East side of East leg of Ephemeral Crescent • West side of Pollination Place • North side of Sapling Grove • South side of Peninsula Road • West side of West leg of Deciduous Crescent • East side of East leg of Deciduous Crescent • East and South side of Les Emmerson Drive 	
38.	S4	<p>[Walkways on public lands]</p> <p>The Owner agrees to design and construct, fully accessible, 2 metre wide walkways and related works through the length of the public lands, as identified on the Draft Plan at in the following locations:</p> <ul style="list-style-type: none"> • Blocks 22 & 23 	OTTAWA Planning
39.	S5	The Owner agrees to connect all new pathways, sidewalks, walkways to the existing pathways, sidewalks, walkways.	OTTAWA Planning
40.	S6	<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"> • Blocks 22 & 23 • North side of Blocks 11 and 13 (next to Block 73 on plan 4M-1650) • South side of Blocks 1 and 9 <p>All chain link fencing that separate public lands and residential lots and blocks shall have a maximum opening (the diamond shape area) of no greater than 37 mm in order to comply with the applicable part of the "Pool Enclosure By-Law".</p> <p>b) The Owner agrees that any vinyl-coated chain link fence required to be installed with the exception of parks fencing shall be located a minimum of 0.15 metres inside the property line of the private property.</p>	OTTAWA Planning
41.	S7	<p>[Chain link fence between parks and other lands]</p> <p>a) The Owner agrees to design and construct 1.5 metre black vinyl-coated chain link fences in accordance with the Fence By-law at the following locations:</p> <ul style="list-style-type: none"> • North and East side of Block 9 <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 Parks

		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.	
42.	S8	<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"> • North side of Block 19 <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 Block 19.</p>	OTTAWA Planning
43.	S9	<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"> • North and South sides of Blocks 6 & 8 • North side of Blocks 5 & 7 • South side of Blocks 10 & 12 <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
44.	S10	<p>The Owner shall insert a clause in each agreement of purchase and sale and shall be registered as a notice on title in respect of all lands which fences have been constructed stating that:</p> <p>“Purchasers are advised that they must maintain all fences in good repair, including those as constructed by <i>Barrhaven Conservancy Development Corporation</i> along the boundary of this land, to the satisfaction of the General Manager, Planning, Development and Building Services Department. The Purchaser agrees to include this clause in any future purchase and sale agreements”.</p>	OTTAWA Planning
		<u>Landscaping/Streetscaping</u>	
45.	LS1	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).	OTTAWA Planning Forestry

		<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, Development and Building Services Department.</p>	
46.	LS2	<p>The Owner agrees that for all single detached, semi-detached and townhouse lots or blocks, a minimum of 1 tree per interior lot and 2 trees per exterior side yard lots (i.e. corner lots) shall be provided on the landscape plan(s).</p> <p>In areas of low/medium plasticity sensitive marine clay soils, the following exceptions in accordance with the Tree Planting in Sensitive Marine Clay Soils - 2017 Guidelines will apply in order to maximize the number of medium size trees:</p> <ul style="list-style-type: none"> a) Where abutting properties form a continuous greenspace between driveways, one medium size tree will be planted instead of two small size trees, provided the minimum soil volume can be achieved. In these cases only, for the purposes of determining the minimum number of trees to be planted, one medium size tree that replaces two small trees will be counted as two trees. b) The medium size tree should be planted as close as possible to the middle of this continuous greenspace (in the right-of-way) to maximize available soil volume. c) On larger lots with sufficient soil volume for a medium size tree, one medium size tree will be planted on each lot (or each side of a corner lot), even if the abutting properties form a continuous greenspace between driveways. <p>Along park frontages, the Landscape Plan shall locate trees at a 6-8 metre on-centre separation distance along the full extent of the road right-of-way abutting any park block(s).</p>	OTTAWA Planning Forestry

		Should specific site constraints prevent the required allocation of trees, the remaining number of required trees shall be provided within any proposed park(s), open space or environmental blocks, non-residential road right-of-way frontages, stormwater management facility(s), or other suitable alternative locations, to the satisfaction of the General Manager, Planning, Development and Building Services Department.	
47.	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, Development and Building Services.</p> <p>b) At the time of tree planting, in addition to providing an F1 inspection form, the Landscape Architect will provide a signed letter indicating that trees have been planted with appropriate soil volume in accordance with the approved Landscape Plan, to the satisfaction of the General Manager, Planning, Development and Building Services.</p>	OTTAWA Planning
		<u>Tree Conservation</u>	
48.	TC1	<p>[Urban area]</p> <p>The Owner acknowledges and agrees to abide by the Tree Protection By-law, 2020-340, and that any trees to be removed from the site shall be in accordance with an approved Tree Permit.</p> <p>The Owner agrees to implement the measures recommended in the supporting tree conservation report to ensure preservation of the trees identified for protection, in accordance with the City's tree protection requirements listed within the Tree Protection By-law, 2020-340. All of which are to the satisfaction of the General Manager, Planning, Development and Building Services Department.</p>	OTTAWA Planning
49.	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>Parks</u>	
50.	P1	In accordance with the <i>Planning Act</i> and the City of Ottawa Parkland Dedication By-law, the Owner shall convey Block 20 (the "Park Block") to	OTTAWA Parks

		the City for parkland purposes, all to the satisfaction of the General Manager, Recreation, Cultural and Facility Services Department.																																																													
51.	P2	<p>The Owner covenants and agrees that Block 20, with an estimated area of 3.0266 hectares, will be conveyed to the City, at no cost, as dedicated parkland. The size and configuration of the Park Block(s) on the Final Plan shall be to the satisfaction of the General Manager, Recreation, Cultural and Facility Services Department.</p> <p>The Owner covenants and agrees that the parkland dedication requirement has been based on the proposed residential use and calculated at a rate of one hectare per 600 units (residential >18units/ha).</p> <p>Based on the estimated number of 594 units for this subdivision there is a parkland dedication requirement of 0.9900 hectares, as shown in the table below:</p> <table><tr><th colspan="5">Estimated Parkland Dedication Requirement (Draft Plan area):</th></tr><tr><td colspan="2">Residential Units:</td><td></td><td></td><td></td></tr><tr><td colspan="2">Conservancy - phase 3</td><td>96</td><td></td><td></td></tr><tr><td colspan="2">Conservancy - phase 4</td><td>243</td><td></td><td></td></tr><tr><td colspan="2">Jock River - phase 3b</td><td>59</td><td></td><td></td></tr><tr><td colspan="2">stacked town houses</td><td>196</td><td></td><td></td></tr><tr><td colspan="2"></td><td></td><td>Total:</td><td></td></tr><tr><td colspan="2">Unit Sub-Totals:</td><td>594</td><td>594</td><td></td></tr><tr><td colspan="2"></td><td></td><td>Calculation</td><td>Parkland Required</td></tr><tr><td colspan="2"></td><td></td><td>1 / 600</td><td>0.9900</td></tr><tr><td colspan="5"></td></tr><tr><td colspan="4">Parkland Required for phase 1 of Draft Plan area (ha):</td><td>0.9900</td></tr></table> <p>The Owner further covenants and agrees that there exists an under-dedication of parkland resulting from previous phases (known as phases 2A and 2B) of the neighbouring subdivision to the east (reference subdivision file # D07-16-20-0021) in the amount of 0.9633 hectares. The Parties agree that this under-dedication of parkland will be satisfied through the land conveyance, and counted towards the land area, of Block 20, the Park Block. Therefore, the Parties acknowledge and agree that there remains an over-dedication of parkland for the Draft Plan area (including the outstanding dedications from phases 2A and 2B) of 1.0733 hectares which will be credited towards the parkland dedication requirements for the development of the lands to the east, identified by PIN 045954931 and as shown on the approved Draft Plan of Planning File No. D07-16-20-0021, as shown in the table below:</p>	Estimated Parkland Dedication Requirement (Draft Plan area):					Residential Units:					Conservancy - phase 3		96			Conservancy - phase 4		243			Jock River - phase 3b		59			stacked town houses		196						Total:		Unit Sub-Totals:		594	594					Calculation	Parkland Required				1 / 600	0.9900						Parkland Required for phase 1 of Draft Plan area (ha):				0.9900	OTTAWA Parks
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52.	The City acknowledges and agrees, in this instance, to accept land within the Rideau Valley Conservation Authority (RVCA) Regulatory Limit 15-meter offset to the 100-year floodplain line as land to be conveyed as dedicated parkland.	OTTAWA Parks																	
53.	The Owner acknowledges and agrees to be solely responsible for obtaining Rideau Valley Conservation Authority (RVCA) permit approval associated with all required park construction on all portions of Park Block that are within the RVCA Regulatory Limit of the Jock River, Fraser-Clarke watercourse and/or Foster ditch. The Owner agrees that all associated costs for all permits required will be outside of the Park Development Budget. All to the satisfaction of both the General Manager, Planning, Real Estate and Economic Development and the General Manager, Recreation, Cultural and Facility Services.	OTTAWA Parks																	
54.	The Owner further acknowledges and agrees to obtain a formal letter from the Rideau Valley Conservation Authority (RVCA) which confirms that all park activities regarding the use, operation, maintenance of the park, and the construction of future amenities on those areas of the Park Block which are within the RVCA Regulatory Limit shall not be subject to any additional or on-going approvals under the Conservation Authorities Act. The Owner agrees that all associated costs to obtain such a letter will be outside of the	OTTAWA Parks																	

		Park Development Budget. All to the satisfaction of the General Manager, Recreation, Cultural and Facility Services.	
55.		<p>The Owner shall be responsible for the construction and installation of the 'base park improvements' for the Park Block at their sole expense and outside of the Park Development Budget.</p> <p>Unless otherwise specified in writing by the General Manager, Recreation, Cultural and Facilities Services Department, the base park improvements will include the following, all to meet the City standard and as further detailed herein:</p> <ul style="list-style-type: none"> a) demolition, removal and disposal of all existing materials, structures and foundations, b) grading (including cut and/or fill) where necessary to bring the Park Block to subdivision grades and to provide positive surface drainage, in accordance with the approved subdivision grading plan(s), c) topsoil supply and placement, minimum of 150 mm, d) a grassed surface (typically seed) or equivalent value, e) perimeter fencing, f) street trees along all public road allowances, which abut future City owned parkland, g) all connections to municipal services as required, and utilities to 2 metres inside the park block(s) property line, i) any additional subdivision-specific conditions as noted herein. 	OTTAWA Parks
56.	P3	<p>The Owner acknowledges and agrees to design and construct, at no cost to the City, the Park Block in accordance with City specifications and standards.</p> <p>The Owner further agrees to prepare and submit for approval all park plans and documents required for the development of the Park Block as noted in the Park Development Manual 2ed edition 2017 (as amended) and as based on the approved Facility Fit Plan, or as otherwise directed by the General Manager Recreation, Cultural and Facility Services Department. The plans and documents will detail the designs, costs and amenities to be provided in the park. The expected cost of the design, construction, review and inspection of the park as a whole will be in accordance with the City's fee guidelines for the provision of local services, as outlined in the Park Development Local Servicing Provisions, at the time of registration, or as otherwise noted, and shall be referred to as the "Park Development Budget".</p> <p>The design plans and documents as well as the final Park Development Budget shall be subject to approval by the City. The Owner acknowledges and agrees that the Park Development Budget does not include any</p>	OTTAWA Parks

		<p>preliminary and/or remedial work(s) necessary to complete the base park improvements.</p> <p>All to the satisfaction of the General Manager, Recreation, Cultural and Facility Services Department.</p>	
57.	P4	<p>The Owner acknowledges and agrees that all obligations associated with the Park Block must be completed to the satisfaction of the General Manager, Recreation, Cultural and Facility Services Department within two years of registration of that phase off subdivision in which the park is located, with the understanding that each park is located in the phase which most benefits the surrounding community.</p> <p>Notwithstanding the value of the Park Design and Construction Cost noted in the Subdivision Agreement schedules, in the event that the park construction occurs more than two years after registration, the Owner agrees that the Park Development Budget shall be based on the rate as outlined in the Park Development Local Servicing Provisions in effect at the time of the commencement of the park construction as per the approved Concept Plan and associated detailed design drawings.</p>	OTTAWA Parks
58.	P5	<p>The Owner acknowledges and agrees that no stormwater management facilities, overland stormwater flow routes, and/or encumbrances of any kind 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.</p> <p>If encumbrances exist on site, the removal and/or mitigation of the encumbrances shall be the responsibility of the Owner, at the Owner's expense, outside of the Park Development Budget.</p>	OTTAWA Parks
59.	P6	<p>The Owner acknowledges and agrees that any encumbrances which are not solely for the benefit of the park, such as retaining walls, utility lines, underground structures, natural systems lands, wildlife and vegetation buffers, or easements of any kind on lands, or portion thereof, encumbering the Park Block 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.</p>	OTTAWA Parks
60.	P7	<p>The Owner agrees the Park Block must be fully developable for all park uses based on a geotechnical report. If any constraints to development of the Park Block are found the measures necessary to mitigate the constraints and to provide a subgrade suitable for park uses will be undertaken by the Owner. The Owner is solely responsible for the costs of</p>	OTTAWA Parks

		<p>any necessary mitigation measures in addition to the Park Development Budget.</p> <p>All of the aforementioned are to the satisfaction of the General Manager, Recreation, Cultural and Facility Services Department.</p>	
61.	P8	<p>Once a Facility Fit Plan is submitted and after tree protection fencing has been installed accordingly, both as approved by the General Manager, Recreation, Cultural and Facility Services Department and the General Manager, Public Works Department (Forestry Services), the Owner may remove vegetation, trees, and topsoil from the Park Block to facilitate rough grading of the area.</p> <p>If the removal and/or stockpiling of the Park Block topsoil is required, the Owner agrees to provide replacement topsoil, at the Owner's cost and in addition to the Park Development Budget, at a sufficient depth and quality for parkland as per City Standards. All work shall proceed in accordance with the applicable By-laws and regulations.</p> <p>All to the satisfaction of the General Manager, Planning, Development and Building Services Department.</p>	OTTAWA Parks
62.	P9	<p>The Parties acknowledge and agree that in the event that the Owner designs and constructs the Park Block under the Developer-Build park process, the Owner may use the Park Block 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 accordance with the On-Site and Excess Soil Management regulation (O.Reg. 406/19), as amended.</p> <p>The Owner agrees contaminated soils shall not be stockpiled on the Park Block. The Owner further acknowledges and agrees to provide the City with documentation of the source and quality of the soils temporarily stored on the Park Block.</p> <p>The Owner acknowledges and agrees that in the event that the Owner chooses to use the Park Block for stockpiling or staging, once this use of the Park Block is completed, and prior to any subsequent park construction activities occurring, all materials will be removed from the Park Block and a geotechnical report by a qualified and Province of Ontario licensed engineer or geoscientist, and a soils testing report (test sites to be representative of the Owner's use of the site), will be submitted to and approved by the City. The reports shall confirm that the subgrade is suitable for its intended use and that no contaminants have been deposited on the Park Block. 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 reports must also indicate the level of</p>	OTTAWA Parks

		<p>soil compaction across the Park Block(s) and that the soil structure conforms to City Standards and is suitable for vegetative growth. All to the satisfaction of the General Manager, Planning, Development and Building Services Department.</p> <p>The Owner agrees that any remediation required to the Park Block as result of the Owner's use of the Park Block will be at the Owner's expense and will be in addition to the Park Development Budget and such remediation work shall be completed to the satisfaction of the General Manager, Planning, Development, and Building Services Department and the General Manager, Recreation, Cultural and Facility Services Department prior to any subsequent park construction activities occurring.</p>	
63.	P11	<p>The Owner acknowledges and agrees that it is the responsibility of the Owner to rough grade the Park Block where necessary to meet subdivision grades. If fill is required, clean earth borrow shall be used and will be compacted and leveled within the Park Block accordingly. Positive surface drainage is to be provided, as per City Standards and as per the approved subdivision grading plan, all at the expense of the Owner and outside of the Park Development Budget.</p> <p>The Owner acknowledges and agrees that any fill imported to the Park Block must be conducted in accordance with the current On-Site and Excess Soil Management regulation, as amended or superseded. 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 On-Site and Excess Soil Management regulation. Importation of soils with no chemical testing will not be permitted. Additional testing may be required by the Qualified Persons as defined in the regulation.</p> <p>Copies of all records related to all soils imported to the Park Block must be provided to the City prior to park construction works proceeding. All works and fill materials are to be approved by the General Manager, Planning, Development and Building Services Department prior to being placed on site.</p> <p>Records demonstrating the fill compaction method(s) and resulting compaction levels shall be provided to the City prior to park construction works proceeding. Compaction sample locations shall be distributed across the site and shall be representative of the fill works within the Park Block.</p> <p>All work shall proceed in accordance with the applicable By-laws and regulations and according to the current (at time of work) approved City details and specifications. The cost of these works shall be in addition to the Park Development Budget.</p>	OTTAWA Planning Parks

		All to the satisfaction of the General Manager, Planning, Development and Building Services Department.	
64.		<p>The Owner acknowledges and agrees that, in the event that the Owner designs and constructs the Park Block under the Developer-Build park process, it is the responsibility of the Owner to undertake the final grading of the Park Block as per the approved park working drawings / grading and drainage plan. The final grading, including topsoil spreading, will be covered by the Park Development Budget to a maximum of 10% of the park construction cost. Additional grading beyond the maximum specified above will be at the Owner's expense, outside the Park Development Budget.</p> <p>All works and design drawings are subject to the approval of the General Manager, Recreation, Cultural and Facility Services Department and the General Manager, Planning, Development and Building Services Department.</p>	OTTAWA Parks
65.		The Owner acknowledges and agrees that a full-sized sports field (minimum 60m x 100m, plus a minimum 20m setback to all property lines) will be constructed, to City specifications, on the south end of the Park Block. The Owner further acknowledges and agrees that the grading of the park block and adjoining properties will be designed such that no retaining structures are required and in keeping with the drawing: Neighbourhood Park Conceptual Grading Plan, dated 17 January, 2025, prepared by NAK.	OTTAWA Parks
66.	P12	<p>The Owner acknowledges and agrees that, unless otherwise specified in writing by the General Manager, Recreation, Cultural, and Facility Services Department, the Owner shall provide the following services and utilities to all park blocks:</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 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 	OTTAWA Planning Parks

		<p>the approved CUP drawings.</p> <p>All works shall be shown on the approved subdivision drawings and shall be subject to the approval of the General Manager, Planning, Development and Building Services Department.</p>	
67.	P13	<p>Unless otherwise specified below, 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 the Park Block. 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, as amended or superseded. Fence materials will be of commercial grade and consist of 6-gauge black vinyl coated chain link material and black powder coated schedule 40 pipe rails and posts or an approved alternative.</p> <p>The Owner acknowledges and agrees to substitute the required chain link fencing, as noted above, with four foot (4') high, wooden, post-and-rail fencing (2-rail), as per the City standard details and specifications, in the following locations:</p> <ul style="list-style-type: none"> • the southern boundary of Block 20 (the Park Block). 	OTTAWA Parks
68.	P15	<p>The Owner acknowledges and agrees that access from private property to the Park Block and Open Space block(s) will only be allowed with the prior written approval of the General Manager, Recreation, Cultural and Facility Services Department. 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/herself, his/her heirs, executors, administrators, successors and assigns acknowledges being advised that gates accessing public property are not permitted in the fences without the express written permission of the General Manager, Recreation, Cultural and Facility Services Department."</p>	OTTAWA Parks
69.	P16	<p>The Owner shall include a clause in each Agreement of Purchase and Sale and shall be registered as a notice on title in respect of all Lots and Blocks which shall provide notification to all purchasers of lands within the Subdivision that parkland within this subdivision and/or already existing in the vicinity of the subdivision may have:</p> <ul style="list-style-type: none"> a) active hard surface and soft surface recreational facilities b) active lighted sports fields and other lit amenities c) recreation and leisure facilities 	OTTAWA Parks

		<ul style="list-style-type: none"> d) potential community centre e) library f) day care g) other potential public buildings / facilities / amenities. 	
70.		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 may be under construction or completed while construction activities for the subdivision are on-going and that access to the parkland will be at the risk of the user. The user, on behalf of himself, his heirs, executors, administrators and assigns, including his successors in title, covenants and agrees to indemnify and save harmless the City from all actions, causes of actions, suits, claims or demands whatsoever which arise directly from the use of the park and the access to the park.	OTTAWA Parks
71.	P17	The Owner acknowledges and agrees that, if the approved park concept design contains amenities proposed by the Owner that exceed the standard Park Development 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.	OTTAWA Parks
72.	P18	Notwithstanding the transfer of the Park Block, the Owner acknowledges and agrees that the Owner will retain all maintenance and liability for the transferred Park Block until Final Acceptance of the constructed parkland, and that said transfer will in no way exonerate the Owner from its responsibility pursuant to the terms of the Subdivision Agreement. The Owner, on behalf of himself, his heirs, executors, administrators and assigns, including his successors in title, covenants and agrees to indemnify and save harmless the City from all actions, causes of actions, suits, claims or demands whatsoever which arise directly from the interim works required to be performed by the Owner on the Park Block.	OTTAWA Parks
73.	P20	Prior to the acceptance of a park block or open space block with wooded area(s), the Owner agrees to remove any dead, dying or fallen trees and debris from within the block(s) that pose a safety risk. Prior to any removals, the Owner must arrange an inspection of the lands with the City Forester and Park Planner in advance of these works occurring. The Owner acknowledges and agrees that any removals / clean up shall follow best forestry practices. All to the satisfaction of the General Manager, Planning, Development and Building Services Department and the General Manager, Public Works Department (Forestry Services).	OTTAWA Planning Parks
74.	P21	The Owner acknowledges and agrees to erect on the Park Block(s), at the Owner's sole expense and outside of the Park Development Budget, at a	OTTAWA Parks

		<p>location selected by the General Manager, Recreation, Cultural and Facility 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 Department. The signs shall clearly read, in English and in French:</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> <p>The Owner further agrees to maintain the signs (including graffiti) and such signs shall be removed only with the approval of the General Manager, Recreation, Cultural and Facility Services.</p>	
75.	P22	<p>Upon registration of the subdivision and transfer of ownership of the Park Block to the City, the Owner agrees to provide:</p> <ul style="list-style-type: none"> • a certificate of insurance that names the City of Ottawa as Additional Insured, and • a letter of credit which covers the full amount of the Park Design and Construction Cost to ensure the work is completed. <p>Upon the City's receipt of the above, the Owner will hereby be granted consent to enter at no cost to complete the work within the Park Block. All to the satisfaction of the General Manager, Recreation Culture and Facility Services Department.</p>	OTTAWA Parks
76.	P23	<p>The Owner acknowledges and agrees that no work within the road right-of way ("ROW") in front of, or around, any boundary of the Park Block will be a park cost and will not be included in the Park Development Budget. All ROW work including, tree planting, topsoil and sod, and all hard surface work will be at the Owner's expense and in addition to the Park Development Budget.</p> <p>The Owner further acknowledges and agrees that 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.</p>	OTTAWA Parks

77.		The Owner acknowledges and agrees that if there is a deficiency in the quantity of street trees within the subdivision, and the Owner and the City mutually agree, those trees may be planted within the Park Block. The Owner further agrees that the supply, installation, maintenance, and warranty of those trees shall be at the Owner's expense, and that the costs shall not be a part of the Park Development Budget. All to the satisfaction of the General Manager, Recreation, Cultural and Facilities Services and the General Manager, Public Works Department (Forestry Services).	OTTAWA Parks
78.		The Owner acknowledges and agrees that the total consulting costs, including all prime consulting, sub-consulting, and testing fees, for the design and development of the Park Block shall not exceed the percentage of the park construction cost, as recommended by type of project, as suggested in the Ontario Association of Landscape Architects Fee Guide for Landscape Architectural Services, as amended (at time of subdivision registration) and shall be to the satisfaction of the General Manager, Recreation, Cultural and Facility Services.	OTTAWA Parks
79.	P24	<p>The Owner and the General Manager of Recreation, Culture and Facility Services may, if it is mutually beneficial to both parties, enter into an agreement whereby the Owner will provide funding (+HST) to the City for the design and the construction of the Park Block. The City will proceed to design and construction of the park as per the typical city-build park process as described in the Parks Development Manual, 2nd edition (2017), as amended.</p> <p>The Owner acknowledges and agrees that if such an agreement is reached, the City may need to hire another consultant other than that which has been used during the subdivision approval process due to the Conflict of Interest provisions in Section 42 of the Procurement By-law, as follows:</p> <p style="padding-left: 40px;">42. CONFLICT OF INTEREST (1) No person shall provide Consulting Services or Professional Services to both the City and a private sector developer on the same or related project. (2008-332)</p> <p>The timing of the park construction will be at the discretion of the City. The expected cost of the park works to be paid to the City will be based on the Park Development Budget plus a 5% administrative fee for City forces to execute the project. The funding for park works will be paid to the City at the time of registration for the phase of development, which includes the Park Block. All standard subdivision conditions associated with the base park improvements, as identified herein, will remain a subdivision cost to be covered by the Owner separate from the park funding.</p>	OTTAWA Parks

80.		<p>The Owner acknowledges and agrees that in the event that the Parties agree that the City will design and construct the Park Block under the City-Built park process, the Owner may not use any portion of the Park Block for any purpose, including but not limited to: parking, storage of equipment and vehicles, nor for the stockpiling or staging of any materials, including granular or topsoil, or for disposal of snow or any other material, nor for any access or travel routes. If the Owner disturbs any portion of the Park Block, it must be reinstated to the satisfaction of the General Manager, Recreation, Cultural and Facility Services Department.</p> <p>The Owner also agrees to complete the base park improvements, and to submit an as-built survey, prior to base course asphalt being installed on any of the roads abutting the Park Block.</p> <p>The Owner further acknowledges and agrees that the Owner shall install temporary fencing, at the Owner's cost, around the perimeter of the Park Block and shall maintain the fencing in good order until the completion of the surrounding subdivision works.</p> <p>All to the satisfaction of the General Manager, Recreation, Cultural & Facility Services.</p>	OTTAWA Parks
		<u>Environmental Constraints</u>	
81.	EC1	The Owner shall prepare an Integrated Environmental Review and/or an Environmental Impact Statement, in accordance with the policies of the Official Plan, to the satisfaction of the General Manager, Planning, Development and Building Services Department.	OTTAWA Planning CA
82.	EC2	The Owner agrees that prior to registration, early servicing, or other works that would alter the vegetative characteristics of the site, the Owner shall have the environmental impact statement updated as necessary to reflect the final plan as approved, and to address any changes to the anticipated impacts and recommended mitigation measures that may be required as a result of changes to the draft plan, changes in the regulatory context with respect to species at risk, or changes in the known environmental context of the site. This update shall be to the satisfaction of the General Manager, Planning, Development and Building Services Department.	OTTAWA Planning
83.	EC3	The Owner acknowledges and agrees that the construction of the subdivision shall be in accordance with the recommendations of City of Ottawa environmental Impact Study, Barrhaven Conservancy East, Phases 3 & 4.	OTTAWA Planning CA

84.	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
85.	EC5	The Owner acknowledges that the Fraser Clarke Creek and the Jock River and its tributaries are subject to the Rideau Valley Conservation Authority oversight under Ontario regulation 41/24: Prohibited Activities, Exemptions and Permits, made under Section 28 of the Conservation Authorities Act, R.S.O. 1990, c. C.27, as amended. The regulation requires that the Owner of the property obtain a permit from the Conservation Authority prior to straightening, changing, diverting, or interfering in any way with any watercourse. Any application received in this regard will be assessed within the context of approved policies for the administration of the regulation.	OTTAWA Planning CA
86.	EC6	The Owner agrees to respect the previously approved and/or established "No Touch/No Development" setback(s) from the watercourse, described as a Block or a Part on a legal plan, to the satisfaction of the Rideau Valley Conservation Authority and the General Manager, Planning, Development and Building Services 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 Blocks 1, 9, 11, 13 inclusive.	OTTAWA Planning CA
87.	EC7	The Owner shall erect protective fencing and sediment and erosion control measures along the setback perimeter of the Jock River and its tributaries prior to any site preparation works within the Subdivision to ensure no disturbance of the watercourse during construction to the satisfaction of the Rideau Valley Conservation Authority. These measures shall be maintained in good working order until the site has stabilized, after which any such measures that are not permanent shall be removed in a manner that minimizes disturbance to the site.	OTTAWA Planning CA
88.	EC8	The Owner acknowledges that any proposed works on or adjacent to the Fraser-Clarke Creek and the Jock Rivver and its tributaries will need to comply with the requirements of the Federal Fisheries Act and avoid causing Serious Harm to Fish, unless the Department of Fisheries and Oceans (DFO) has provided authorization.	OTTAWA Planning CA
89.	EC9	The Owner shall complete the DFO Self-Assessment process and provide the City with a copy of the completed Request for Review. The Owner acknowledges that should the results of the Self-Assessment indicate that serious harm to fish cannot be avoided, then the proponent must implement the appropriate measures to avoid, mitigate, or offset harm to fish and fish habitat, including aquatic species at risk.	OTTAWA Planning

90.	EC10	The Owner agrees that no in-stream works will occur within Jock River and its tributaries between March 15 and July 15 of any given year.	OTTAWA Planning CA
91.	EC12	Where required, the Owner shall prepare, to the satisfaction of the General Manager, Planning, Development and Building Services Department, an Owner Awareness Package (OAP) highlighting the advantages and responsibilities of a homeowner living in or adjacent to a natural area. The OAP shall describe the natural attributes of the community and the importance of good stewardship practices to ensure the long-term health and sustainability of the Natural Heritage System. Topics to be discussed include, but are not limited to, reducing environmental impacts from common household activities (e.g., water conservation, yard waste disposal, chemical use and storage, etc.), avoiding human-wildlife conflicts, and recommendations of locally appropriate native species for landscaping. The OAP shall be distributed to all purchasers with the Agreement of Purchase and Sale.	OTTAWA Planning CA
92.		The Owner acknowledges and agrees that this draft plan of subdivision be subject to red-line revision(s) to meet the requirements of RVCA's conditions of draft plan approval, if necessary, to the satisfaction of Rideau Valley Conservation Authority.	CA
93.		Prior to the registration of the Plan of Subdivision, the Owner shall provide an M-Plan showing the lot/block lines and any required revisions to the satisfaction of the Rideau Valley Conservation Authority.	CA
94.		The Owner shall provide a copy of the fully executed subdivision agreement and pay the required draft plan of subdivision planning review fees, clearances fees and permit fees to Rideau Valley Conservation Authority.	CA
95.		That prior to the registration of this plan or any phase thereof, the Owner shall obtain all necessary permits from the Rideau Valley Conservation Authority pursuant to Section 28.1 of Conservation Authorities Act, to the satisfaction of the Rideau Valley Conservation Authority.	CA
96.		The Owner acknowledges and agrees that registration shall not occur on the following subdivision blocks until such a time as the works required to remove the lands from the flood plain are completed to the satisfaction of the Rideau Valley Conservation Authority. This applies to Blocks 1 and 2 and "Street Widening". Should the approval not be obtained within three (3) years of the after the date of draft approval, the lands shall be conveyed as constraint land to the City.	CA
		<u>Schools</u>	

97.		The Owner is required to inform prospective purchasers that school accommodation pressures exist in the Ottawa-Carleton District School Board schools designated to serve this development which are currently being addressed by the utilization of portable classrooms and/or by directing the students to schools outside of their community.	OCDSD
		<u>Archaeology</u>	
98.	ARC1	<p>Where the Owner is required to undertake an archaeological assessment:</p> <ul style="list-style-type: none"> i. The Owner acknowledges having been required to retain a licensed consultant archaeologist to undertake an archaeological assessment of the entire property, including 1:10,000 scale mapping, "Archaeological Site Record" and report(s); ii. The Owner agrees to implement the recommendations of the approved assessment, including mitigation, through preservation or removal and documentation of archaeological resources; and iii. The Owner agrees that no site works shall take place until any archaeological resource conservation concerns have been addressed. <p>All of the above noted conditions shall be to the satisfaction of the Ministry of Tourism and Culture and the General Manager, Planning, Development and Building Services Department.</p>	<p>OTTAWA Planning MTCS</p> <p>(Ministry provides written clearance to the City prior to registration, usually at the request of the applicant.)</p>
		<u>Sump Pumps</u>	
99.	SP1	Prior to registration or early servicing the Owner acknowledges and agrees to provide a hydrogeological assessment of the seasonal high water table prepared and certified by a hydrogeologist whom is either a Professional Geoscientist or Professional Engineer licensed in Ontario. The assessment will require a monitoring well program designed and supervised by a hydrogeologist, who will also be responsible for the overall hydrogeological assessment, all to the satisfaction of the General Manager, Planning, Development and Building Services.	OTTAWA Planning
100.		Prior to registration, the Owner shall demonstrate that the rear yard drainage systems have been designed and/or optimized to limit the impact of the water levels in the Jock River on the operation of the proposed sump pumps on the residential lots, up to and including the 100 year event, to the satisfaction of the General Manager, Planning, Development and Building Services.	OTTAWA Planning
101.	SP2	The Owner acknowledges requirements for the hydrogeological assessment will be defined in the City of Ottawa Sewer Design Guidelines. The Owner acknowledges and agrees this will include but not be limited to: requirements for the identification of the pre-development high water table,	OTTAWA Planning

		<p>anticipated post-development changes to the long-term water table (where supporting data is available in order to assess these changes), the potential for short-term groundwater concerns during transient events (e.g., spring melt, high intensity storm events), and estimated rate of groundwater ingress for both long-term and transient conditions.</p> <p>This assessment shall be used to support the setting of the underside of footing (USF) elevations for proposed residences in the affected area.</p>	
102.	SP3	<p>The Owner acknowledges to install a complete sump pump system which conforms to the City of Ottawa Sewer Design Guidelines, to the satisfaction of the General Manager, Planning, Development and Building Services. The Owner acknowledges and agrees this will include but not be limited to:</p> <ul style="list-style-type: none"> a. CSA approved sump pump with check valve, b. Design for 200% anticipated flow and maximum head, c. Covered sump pit, d. Backwater valve, e. Back up pump and power supply. 	OTTAWA Planning
103.	SP4	<p>The Owner acknowledges and agrees the costs for the sump pump systems including back- up system and installation are the responsibility of the owner while the costs for the maintenance and operation of the system (including back up) and eaves trough discharge will be the responsibility of the homeowner. These conditions will be included, as part of the planning approval and notice will be required within the purchase and sale agreement, as well as registered on title.</p>	OTTAWA Planning
104.	SP5	<p>The Owner acknowledges and agrees that in addition to the main sump pump, a back-up system will be required with minimum capacity and continuous hours of operation as will be specified in the City of Ottawa Sewer Design Guidelines.</p>	OTTAWA Planning
105.	SP6	<p>The Owner acknowledges and agrees only the perimeter foundation drainage system will be connected to the sump pit and agrees the sump pump system shall discharge to the storm sewer.</p>	OTTAWA Planning
106.	SP8	<p>The Owner acknowledges and agrees all grading plans are to clearly indicate each individual home where a sump pump system is required.</p>	OTTAWA Planning
107.	SP9	<p>The Owner acknowledges and agrees to include statements in all offers of purchase and sale agreements for all lots, and register separately against the title wording acceptable to the satisfaction of the General Manager, Planning, Development and Building Services, advising the home is equipped with a sump pump and advising guidelines for its use and maintenance.</p>	OTTAWA Planning

108.	SP10	The Owner acknowledges and agrees that all sump pump systems including back-up system must be inspected and maintained regularly in accordance with the manufacturer's recommendations. The Owner covenants and agrees that it will advise all prospective lot purchasers of the sump pump systems and back-up system in the agreement of purchase and sale, and shall be registered as a notice on title in respect of all Lots and Blocks.	OTTAWA Planning
		<u>Stormwater Management</u>	
109.	SW1	<p>The Owner shall provide any and all stormwater reports that may be required by the Rideau Valley Conservation Authority and 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, including any updated recommendations resulting from the Jock River Subwatershed Study (2016), as updated from time to time, 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, Development and Building Services Department.</p>	OTTAWA Planning CA
110.	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 prepared by a Professional Engineer in accordance with current best management practices; ii. ensure all reports have been coordinated between engineering disciplines; iii. (if appropriate) provide all digital models and modelling analysis in an acceptable format; iv. have an Erosion and Sediment Control Plan which may include interim Stormwater Management works during construction of the subdivision to control sediment runoff to protect downstream watercourses and other stormwater infrastructure that are sensitive to large amounts of sediment runoff. These interim works will remain in operation to the satisfaction of the City until the Treatment Train is fully commissioned. During construction additional interim stormwater management works may be required to provide 80% TSS removal during the interim period when the infiltration galleries are capped and not in service. 	OTTAWA Planning CA

		<p>v. have said plans approved by the General Manager, Planning, Development and Building Services Department, and</p> <p>vi. provide certification through a Professional Engineer licensed in the province of Ontario that the plans have been implemented.</p> <p>(b) All submissions and any changes made to the Plan shall be submitted to the satisfaction to the City and the Rideau Valley Conservation Authority.</p> <p>(c) The Owner shall implement an inspection and monitoring plan to maintain erosion control measures pursuant to its obligations under CLI-ECA 008-S701 and approved design documents.</p>	
111.	SW3	On completion of all stormwater works, the Owner agrees to provide certification to the General Manager, Planning, Development and Building Services Department through a Professional Engineer, licensed in the province of Ontario, that all measures have been implemented in conformity with the approved Stormwater Site Management Plan.	OTTAWA Planning
112.	SW4	The Owner shall maintain and implement a monitoring/implementation program for the ultimate stormwater Treatment Train in accordance with the recommendations of the Design Brief for Barrhaven Conservancy East – Phase 3 for Barrhaven Conservancy Development Corporation, 7 th Submission, March 2025, and the Environmental Compliance Approval(s), until such time as the stormwater management facilities and measures has been given Final Acceptance and has been assumed by the City. The Owner acknowledges and agrees that the City shall not assume the stormwater Treatment Train components until a minimum of 80% of the tributary area of the stormwater outlets is constructed and occupied, or at an earlier agreed upon date. The Owner acknowledges that the City shall hold a portion of the letter of credit, for the construction of the Stormwater Treatment Train components, for the purpose of ensuring maintenance and monitoring is completed in accordance with the approved Plan, and in accordance with the Ministry of the Environment's Environmental Compliance Approval(s). All of aforementioned are to the satisfaction of the General Manager, Planning, Development and Building Services Department.	OTTAWA Planning
113.	SW5	The Owner shall design and construct, as part of the stormwater management facilities, at no cost to the City, vehicle accessible service roads for the purpose of accessing the outlet channels within the wetlands to the satisfaction of the General Manager, Planning, Development and Building Services.	OTTAWA Planning
114.	SW6	The Owner agrees that the development of the Subdivision shall be undertaken in such a manner as to prevent any adverse effects, and to	OTTAWA Planning

		protect, enhance or restore any of the existing or natural environment, through the preparation of any storm water management reports, as required by the City.	
115.	SW7	<p>The Owner covenants and agrees that the following clause shall be incorporated into all agreements of purchase and sale for the whole, or any part, of a lot or block on the Plan of Subdivision, and registered separately against the title:</p> <p>“The Owner acknowledges that some of the rear yards within this subdivision are used for on-site storage of infrequent storm events. Pool installation and/or grading alterations and/or coach houses on some of the lots may not be permitted and/or revisions to the approved Subdivision Stormwater Management Plan Report may be required to study the possibility of modification on any individual lot. The Owner must obtain approval of the General Manager, Planning, Development and Building Services Department of the City of Ottawa prior to undertaking any grading alterations.”</p>	OTTAWA Legal
116.	SW9	<p>The Owner acknowledges and agrees that all agreements of purchase and sale will include the clauses below, and further agrees to have the below placed as a notice on title to reflect the ongoing maintenance of rear yard infiltration trenches:</p> <ul style="list-style-type: none"> a) The Transferee, for himself, his heirs, executors, administrators, successors and assigns, covenants and agrees that the Transferee shall not alter the slope of the lands herein described nor interfere with any drains established on the said lands, except in accordance with the established final Grading and Drainage Plan, and with the written consent of the General Manager, Planning, Real Estate and Economic Development. Furthermore, the transferee and shall maintain the approved grading and drainage plan, and any corrective works to alter the grading to re-instate compliance with the approved drainage and grading plan must be completed within five days of a receipt of a written notice from the City of Ottawa or the City of Ottawa may complete the Works at the Transferee's expense. b) The Transferee agrees that the City of Ottawa may enter upon the lands which are the subject matter of this Transfer/Deed for the purposes of inspection or restoration of the established Grading and Drainage Plan and the cost to the City of Ottawa in performing any restoration work shall be paid to the City of Ottawa by the owner of the lands upon which such restoration work was performed, such payments to be made within 30 days of demand therefore by the City of Ottawa and failing payment as aforesaid the cost shall be added to the tax roll as provided 	OTTAWA Planning

		<p>by Section 446 of the Municipal Act, 2001 and collected in like manner as municipal taxes.</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 that the Purchaser/Lessee is responsible to maintain conveyance of surface flow over the rear and/or side of their lot, and maintain sub-surface drainage infrastructure, all of which shall be to the satisfaction of the General Manager, Planning, Development and Building Services Department of the City of Ottawa.</p>	
117.		The owner shall submit Operations and Maintenance Manuals for any new portions of an Authorized System to the satisfaction of the General Manager, Infrastructure & Water Services prior subdivision registration.	OTTAWA Planning
118.		The Owner acknowledges and agrees that prior to registration, the final stormwater management report shall be accompanied by an approved monitoring program to ensure that flows downstream are being maintained such that they do not create negative impacts related to flooding, water quality, erosion and sedimentation within the Jock River system, to the satisfaction of the Rideau Valley Conservation Authority.	CA
119.		<p>CLI-ECA</p> <p>The owner agrees to review and abide by all conditions listed in stormwater CLI-ECA 008-S701 and sanitary CLI-ECA 008-W601. This shall include but not be limited to submission of all required forms, consents and verifications. The owner further agrees to provide all its consultants, contractors or sub-contractors, and agents who may be involved in carrying out work on, or operate any aspect of, the Authorized System with a copy of this condition.</p> <p>Prior to hand over to the City, the Owner shall undertake and submit mandatory inspection records in accordance with stormwater CLI-ECA 008-S701 and sanitary CLI-ECA 008-W601 to the City.</p>	OTTAWA Planning
120.		<p>Monitoring Program</p> <p>The Owner acknowledges and agrees that prior to registration, details and terms of a monitoring program of the stormwater Treatment Train to be applied in Phases 3 & 4 of the Barrhaven Conservancy development are to be prepared to the satisfaction of the of the General Manager, Planning,</p>	OTTAWA Planning

		<p>Development and Building Services. Securities tied to all stormwater management items will not be released until such time as the monitoring program has been completed to the satisfaction of the General Manager, Planning, Development and Building Services. The purpose of the monitoring program is to verify that the stormwater treatment train is working as designed and the overall water quality objectives are met for this development.</p> <p>The Owner shall implement a monitoring program for the stormwater treatment train in Phase 3 and 4 and it must begin in construction, continue throughout construction, and continue into post-construction to the satisfaction of the General Manager, Planning, Development and Building Services.</p> <p>The owner agrees to share with the city the data collected through the monitoring program as requested by the City and as indicated in the approved monitoring program.</p>	
121.		<p>Contingency Plan</p> <p>A) Prior to the issuance of a building permit or the registration of the subdivision agreement, which ever happens first, the owner agrees to prepare a Contingency Plan to the satisfaction of the General Manager, Planning, Development and Building Services Department.</p> <p>B) The Contingency Plan must:</p> <ul style="list-style-type: none"> i. Consist of alternative water quality treatment infrastructure that must be sized to assume all infiltration components are 100% ineffective, ii. not use infiltration, iii. be located on City lands or lands conveyed to the City, not within a flood zone, and iv. demonstrate that the storm sewers can connect to or be reconfigured to connect to the Contingency Plan infrastructure. <p>C) The Owner agrees that should the Monitoring Program as noted in Conditions XYZ demonstrate that the proposed stormwater treatment train within a specific drainage area (the LID system) is:</p> <ul style="list-style-type: none"> a. not working in its entirety as designed; b. not meeting the water quality treatment objectives; c. not projected to meet the water quality treatment requirements throughout its lifecycle up to an including its last day in service before replacement (lifecycle renewal); 	OTTAWA Planning

		<p>d. not projected to remain in service for the typical storm sewer lifespan of 100 years;</p> <p>e. not able to meet the water quality treatment requirements with a level of maintenance specified in the Operation and Maintenance Manual provided by the Owner as part of the monitoring program to the satisfaction of the General Manager, Planning, Development and Building Services Department;</p> <p>then the Owner will implement, at the sole cost of the Owner, the Contingency Plan to ensure that the water quality objective is achieved to the satisfaction of the General Manager, Planning, Development and Building Services Department.</p> <p>D) The Owner further agrees that the City will not take ownership of the stormwater management system and infrastructure and responsibility of the associated ECA as noted in Condition XYZ until it is demonstrated through the monitoring program that the system and infrastructure are working as designed and are achieving the water quality objective to the satisfaction of the General Manager, Planning, Development and Building Services Department. Until such time, the Owner will be responsible for the infrastructure, its performance, its maintenance, and responsibility of the associated ECA.</p> <p>E) The Owner agrees that securities for the stormwater quality treatment train components within each drainage area will not be released until such time as the drainage area monitoring program is completed and demonstrates that the proposed stormwater management system is working as designed and will achieve the water quality control objective to the satisfaction of the General Manager, Planning, Development and Building Services Department.</p>	
122.		<p>Site Plan Block</p> <p>The Owner, it's successors and assigns agree to build, operate, monitor, and maintain the Private Sewage Works to be located within Block X (the site plan block) so that the Private Sewage Works will function for their designed purpose.</p> <p>The Owner agrees to inform the future owners of privately owned Stormwater Works within Block X (the site plan block) that under the Ontario Water Resources Act an environmental compliance approval must be obtained for their Privately Owned Stormwater Works, unless otherwise exempt under such legislation.</p>	OTTAWA Planning

123.		<p>Groundwater, Settlement and Flooding</p> <p>A. Prior to registration, the Owner agrees to provide plans and reports prepared by a Professional Engineer or Professional Geoscientist licensed in Ontario including clarification, sign-off, and attestations regarding post-development ground water table and key inputs to the determination of settlement and basement drainage to the satisfaction of the General Manager, Planning, Development and Building Services Department.</p> <p>B. The Owner agrees to conduct testing and procedures for identifying and controlling the quality fill used for grade raises, granular material used for infiltration infrastructure, clay seals in service trenches, and clay material used for protection of basements if applicable.</p> <p>C. The Owner agrees to provide documentation (plans, reports, profiles, as the case may be) showing the relationships between</p> <ul style="list-style-type: none"> ○ Pre-development water table ○ 1:100 year river water level ○ 1:100 year hydraulic grade line in the storm sewer (due to 1:100 year storm) ○ 1:2 year river water level ○ Mean annual river water level ○ Estimated long term water table ○ Seasonal high water table ○ Undersides of house footings ○ Where reinforced foundations are recommended ○ Where permissible grade raise recommendations are exceeded and options used to accommodate them ○ Estimated inflow to sump pits <p>D. The Owner agrees to provide a Hydrogeological Assessment prepared by a Professional Engineer or Professional Geoscientist licensed in Ontario relating to the use of sump pumps on the site and such assessment will comply with the City of Ottawa Sewer Design Guidelines and Sump Pump Technical Bulletin (ISTB-2018-04).</p>	OTTAWA Planning
		<u>Sanitary Services</u>	
124.	SS1	The Owner agrees to submit detailed municipal servicing plans, <u>in accordance with the CLI-ECA</u> , prepared by a Professional Civil Engineer	OTTAWA Planning

		licensed in the Province of Ontario, to the General Manager, Planning, Development and Building Services Department.	
125.	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, Development and Building Services Department.	OTTAWA Planning
126.	SS3	<p>As the Owner proposes a road allowance(s) of less than 20 metres, and if the Owner also proposed boulevards between 4.0 and 5.0 metres wide, the Owner shall meet the following requirements:</p> <ul style="list-style-type: none"> a) extend water, sanitary, and storm services a minimum of 2.0 metres onto private property during installation before being capped; b) install high voltage electrical cable through the transformer foundations to maintain adequate clearance from the gas main; c) provide and install conduits as required by each utility; d) provide and install transformer security walls when a 3.0 metres clearance, as required by the Electrical Code, cannot be maintained. The design and location of the security wall must be approved by the local hydro utility; and e) install all road-crossing ducts at a depth not to exceed 1.2 metres from top of duct to final grade. 	OTTAWA Planning
		<u>Water Services</u>	
127.	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
128.	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
129.	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	OTTAWA Planning

		of the General Manager, Planning, Development and Building Services Department.	
130.	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
131.	W5	The owner acknowledges and agrees to provide a Water Age Analysis prior to registration which reflects their proposed phasing and scheduling. Where required, through this analysis or through testing, the Owner acknowledges and agrees that flushing infrastructure will be installed at no cost to the City, and that the Owner will be responsible for all costs associated with the consumption and disposal of water, as required, to ensure that adequate chlorine residual is maintained throughout the water system, all to the satisfaction of the General Manager, Infrastructure and Water Services.	OTTAWA Planning
132.	W6	The Owner acknowledges and agrees not to apply for, nor shall the City issue, building permits for more than 50 dwelling units (or the equivalent) where the watermain for such units is not looped. Any unit serviced by a looped watermain that is not looped shall be required to have sufficient fire protection, to the satisfaction of the General Manager, Planning, Development and Building Services Department.	OTTAWA Planning
		<u>Serviced Lands</u>	
133.	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, Development and Building Services Department, and/or the Province: <ul style="list-style-type: none"> a. Watermains; b. Sanitary Sewers; c. Storm Sewers; d. Roads and traffic plant(s); e. Street Lights; f. Sidewalks; g. Landscaping; h. Street name, municipal numbering, and traffic signs; i. Stormwater management facilities; and j. Grade Control and Drainage. 	OTTAWA Planning
134.	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

135.	SL3	The Owner agrees to provide services oversized and over depth to service lands beyond the limits of the subdivision as required and to the satisfaction of the General Manager, Planning, Development and Building Services Department.	OTTAWA Planning
136.	SL4	The Owner shall not be entitled to a building permit, early servicing, or commencement of work construction until they can demonstrate that there is adequate road, sanitary, storm, and watermain capacity and any Environmental Compliance Approvals (ECA) necessary are approved. All are to the satisfaction of the General Manager, Planning, Development and Building Services Department.	OTTAWA Planning
		<u>Retaining Walls</u>	
137.		As part of detailed design submission, the Owner acknowledges and agrees that grading options will be investigated to minimize the use of retaining walls.	OTTAWA Planning
138.		<p>The Owner covenants and agrees that the following clause shall be incorporated into all agreements of purchase and sale and included in the municipal covenant agreement against the title for Lots including a retaining wall:</p> <p>“The Transferee of Block X and Lot X, for himself, his heirs, executors, administrators, successors and assigns covenants and agrees that it shall be responsible for the maintenance, repair, and replacement of the retaining wall, located within the limits of the above-noted properties. The Transferee shall ensure that reasonable maintenance and care be carried out for the retaining wall on its respective property and any appurtenances which may be adjacent to, mounted or attached to the retaining wall, such as but not limited, to railings, noise walls and fences, drainage swales, trees and shrubs which may in turn affect the condition of the retaining wall, its draining or accessibility by the Transferee to the retaining wall.</p> <p>The Transferee further agrees that it shall not undertake any Works to modify or alter the wall or its appearance and shall obtain written approval from the City for conducting any repairs, which may affect the wall in whole or in part and which may extend beyond the limits of the private property.</p> <p>The Transferee expressly acknowledges and agrees that the City shall bear no responsibility for these privately-owned retaining walls.”</p>	OTTAWA Planning
139.		Prior to early servicing, the Owner acknowledges and agrees to work with the City to determine the appropriate legal mechanism for	OTTAWA Planning

		maintenance/future replacement of privately owned retaining wall by the respective property owners.	
140.		<p>Public Retaining Walls As part of detailed design, the Owner acknowledges and agrees that grading options will be investigated to minimize the use of retaining walls on public lands.</p> <p>Where window streets are proposed, retaining walls will be avoided and such window streets shall be of sufficient width to accommodate terracing within the right of way boulevard. The Owner shall provide a conformance letter from a Geotechnical Engineer licensed in the province of Ontario relating to design of the proposed terracing within the right of way. The terracing and right of ways shall be designed to the satisfaction of the City of Ottawa.</p>	OTTAWA Planning
		<u>Utilities</u>	
141.	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
142.	U2	The Owner agrees, prior to registration or early servicing, whichever is earlier, to provide a composite utility plan for the subdivision. Such plan shall be to the satisfaction of the General Manager, Planning, Development and Building Services Department.	OTTAWA Planning
143.	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
144.	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

145.	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
146.	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
147.	H5	The Owner shall be responsible for servicing the buildings within the property. Only one service entrance per property shall be permitted.	Hydro Ottawa
148.	H6	Prior to commencement of any construction activities, the Owner shall inform Hydro Ottawa of any acute shock construction process or rubberization to be used during construction, and apply Hydro Ottawa's work procedure UDS0022 "Protecting Electrical Distribution Underground Plant & Support Structures from Acute Shock Construction Processes". The Owner shall be responsible for any damage to Hydro Ottawa distribution assets.	Hydro Ottawa
149.	H7	Hydro Ottawa prohibits any change of grade that results in reduced life expectancy of the asset. Any change in grade of more than 0.3m in the vicinity of proposed or existing electric utility equipment shall be reviewed with Hydro Ottawa.	Hydro Ottawa
150.	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
151.	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	Hydro Ottawa

	<p>responsible for all costs relating to the relocation, placement and/or upgrade of existing or future utility infrastructure for the proposed development. The Owner shall be required to demonstrate to the satisfaction of the General Manager, Planning, Development and Building Services that sufficient utility servicing and infrastructure exist to service the proposed development and that communication / telecommunication infrastructure facilities are available, at a minimum, for the delivery of emergency management services.</p> <p>The Owner acknowledges and agrees to convey, at their cost, any easements as may be required by the necessary utilities and agrees to abide by all conditions of the City's inhibiting order. The Owner further acknowledges and agrees that such easements shall not be granted on any lands being conveyed to the City, or those proposed to be conveyed to the City, without City's approval.</p> <p>Should any lands owned or proposed to be owned by the City be encumbered as a result of these conditions, the Owner shall bear the sole responsibility and costs associated with correcting such actions, including but not limited to the conveyance of additional lands, the relocation of any such easements or infrastructure as may be deemed appropriate by the General Manager, Planning, Development and Building Services.</p>	
152.	<p>The Owner is advised that there is proposed medium voltage underground infrastructure along Deciduous Cres, Emmerson Ave, Ephemeral Cres, as well as existing medium voltage underground infrastructure along Conservancy Dr, Peninsula Rd, and Sapling Grove</p> <ol style="list-style-type: none"> Prior to the commencement of any excavation, the Owner shall arrange for an underground cable located 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 one and a half meters (1.5m) of any Hydro Ottawa underground plant unless the exact position of the plant is determined by hand digging methods. The Owner shall contact Hydro Ottawa and expose existing duct banks and/or cable chambers. Hydro Ottawa will have the existing duct bank and manholes inspected to record existing conditions. Once piling and shoring are completed, Hydro Ottawa will re-inspect the underground plant for any damages. The Owner shall inform Hydro Ottawa of any acute shock construction process or rubblization to be used during construction, and apply Hydro Ottawa's work procedure UDS0022 "Protecting Electrical Distribution Plant & Support Structures from Vibrations Caused by Construction Activity" which can be found at https://hydroottawa.com/accounts-services/accounts/contractors-developers/miscellaneous The Owner shall ensure that no planting or permanent structures are placed within the clearance areas around pad-mounted equipment 	Hydro Ottawa

		<p>which is defined by Hydro Ottawa's standard UTS0038 "Above Ground Clearances for Pad-Mounted Equipment" which can be found at https://hydroottawa.com/accounts-services/accounts/contractors-developers/clearances</p> <ul style="list-style-type: none"> c. The Owner shall ensure crossing of Hydro Ottawa underground assets is carried out per Hydro Ottawa's engineering specification UDS0013, "Temporary and Permanent Support of Hydro Ottawa Duct Banks when Undercut by An Excavation" which can be found at https://hydroottawa.com/accounts-services/accounts/contractors-developers/commercial-design-specifications. The adoption of this specification does not relieve the Owner in any way for damage made to Hydro Ottawa plant. d. The Owner shall not use steel curb and sidewalk from support pins in the vicinity of the Hydro Ottawa underground plant for electrical safety. e. If the change in grade is more than three-tenths of a meter (0.3m) in the vicinity of proposed or existing electric utility equipment. Hydro Ottawa requests to be consulted to prevent damages to its equipment. f. The Owner shall contact Hydro Ottawa to arrange for disconnecting the service from the distribution system and removal of all Hydro Ottawa assets at least ten (10) business days prior to demolition/removal of the serviced structure. 	
153.		<p>The Owner is advised that there are medium voltage overhead lines along the east side of Borrisokane Rd.</p> <ul style="list-style-type: none"> a. The Applicant is advised that permanent structures located within the "restricted zone" surrounding overhead lines are prohibited. This zone is defined by Hydro Ottawa's standard OLS0002 "Overhead High Voltage Clearances to Adjacent Building", which can be found at https://hydroottawa.com/accounts-services/accounts/contractors-developers/clearances. This standard complies with the requirements of the Ministry of Labour's Occupational Health & Safety Act, the Ontario Building Code, and the Ontario Electrical Safety Code. Permanent structures include buildings, signs (even lit signs when open for maintenance), antennas, pools, and fences. b. The Applicant shall ensure that any landscaping or surface finishing does not encroach into existing or proposed Hydro Ottawa overhead or underground assets or easement. When proposing to plant trees in proximity of existing power lines, the Owner shall refer to Hydro Ottawa's free publication "Tree Planting Advice" which can be found at https://hydroottawa.com/outages-safety/safety-home/outside-home/planting-trees. 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 reinstatement shall be at the owner's expense. 	Hydro Ottawa

		<p>c. Should any activity, such as tree trimming or working on the sides of a building, be anticipated within three meters (3m) of Hydro Ottawa's overhead lines, contact Hydro Ottawa to discuss arrangements before any activity is undertaken. In line with the Ministry of Labour's Occupational Health & Safety Act, only a Hydro Ottawa employee or Hydro Ottawa-approved contractor can work in proximity of these lines.</p> <p>d. If the change in grade is more than three-tenths of a meter (0.3m) in the vicinity of proposed or existing electric utility equipment. Hydro Ottawa requests to be consulted to prevent damages to its equipment.</p>	
154.		The Owner is to contact Hydro Ottawa if the electrical servicing of the site is to change in location or size. A load summary will be needed for the technical evaluation.	Hydro Ottawa
155.		The Owner shall ensure the proposed building modifications do not hinder Hydro Ottawa's ability to access the electricity meters or other distribution assets.	Hydro Ottawa
156.		The Owner shall be responsible for all costs for feasible relocations, protection, or encasement of any existing Hydro Ottawa plant.	Hydro Ottawa
157.		The Applicant shall comply with Hydro Ottawa's Conditions of Service and thus should be consulted for the servicing terms. The document, including referenced standards, guidelines, and drawings, may be found at https://hydroottawa.com/about-us/policies/conditions-service . The Owner should consult Hydro Ottawa prior to commencing engineering designs to ensure compliance with these documents.	Hydro Ottawa
158.		The Owner acknowledges and agrees to convey any easement(s) as deemed necessary by Bell Canada to service this new development. The Owner further agrees and acknowledges to convey such easements at no cost to Bell Canada.	Bell
159.		The Owner agrees that should any conflict arise with existing Bell Canada facilities where a current and valid easement exists within the subject area, the Owner shall be responsible for the relocation of any such facilities or easements at their own cost.	Bell
160.		The Owner shall use the Enbridge Gas Get Connected tool to determine gas availability, service and meter installation details and to ensure all gas piping is installed prior to the commencement of site landscaping and/or asphalt paving.	Enbridge
161.		The Owner acknowledges and agrees that if the gas main(s) needs to be relocated as a result of changes in the alignment or grade of the future road	Enbridge

		allowances or for temporary gas pipe installations pertaining to phased construction, all costs are the responsibility of the applicant.	
162.		The Owner acknowledges and agrees that in the event that easement(s) are required to service this development, and any future adjacent developments, the applicant will provide the easement(s) to Enbridge Gas at no cost.	Enbridge
163.		The Owner acknowledges and agrees that blasting and pile driving activities in the vicinity of Enbridge Gas Distribution and Storage (GDS) facilities require prior approval by GDS. The Blasting and Pile Driving Form, referenced in Enbridge's Third Party Requirements in the Vicinity of Natural Gas Facilities Standard, must be provided to mark-ups@enbridge.com by the Owner of the proposed work for all blasting and pile driving operations. In addition, a licensed blasting consultant's stamped validation report must be submitted to GDS for review if blasting is to occur within thirty (30) metres of GDS facilities. The request must be submitted a minimum of four (4) weeks prior to the beginning of work to allow sufficient time for review.	Enbridge
164.		The Owner shall transfer such new easements and maintenance agreements as are deemed necessary by Rogers Communications Canada Inc. to service this subdivision, to our satisfaction and that of the appropriate authority and at no cost to us. The owner is also to ensure that these easement documents are registered on title immediately following registration of the final plan, and the affected agencies duly notified.	Rogers
165.		The Owner shall coordinate the preparation of an overall utility distribution plan. This plan would be showing the locations (shared or otherwise) and the installation timing and phasing of all required utilities (on-ground, below ground) through liaison with the appropriate electrical, gas, water, telephone and cablevision authority. This includes on-site drainage facilities. Such location plan being to the satisfaction of all affected authorities.	Rogers
166.		The Owner shall agree with Rogers Communications Canada Inc. to arrange for and pay the cost of the relocation of any existing services which is made necessary because of this subdivision, to the satisfaction of the authority having jurisdiction.	Rogers
167.		The Owner will consult with Canada Post to determine suitable permanent locations for the Community Mail Boxes. The developer will then indicate these locations on the appropriate servicing plans.	Canada Post
168.		The Owner agrees, prior to offering any units for sale, to display a map on the wall of the sales office in a place readily accessible to potential homeowners that indicates the location of all Community Mail Boxes within	Canada Post

		the development, as approved by Canada Post.	
169.		The Owner agrees to include in all offers of purchase and sale a statement which advises the purchaser that mail will be delivered via Community Mail Box. The developer also agrees to note the locations of all Community Mail Boxes within the development, and to notify affected homeowners of any established easements granted to Canada Post to permit access to the Community Mail Box.	Canada Post
170.		The Owner will provide a suitable and safe temporary site for a Community Mail Box until curbs, sidewalks and final grading are completed at the permanent Community Mail Box locations. Canada Post will provide mail delivery to new residents as soon as the homes are occupied.	Canada Post
171.		The Owner agrees to provide the following for each Community Mail Box site and to include these requirements on the appropriate servicing plans: <ul style="list-style-type: none"> ○ Any required walkway across the boulevard, per municipal standards ○ Any required curb depressions for wheelchair access, with an opening of at least two meters (consult Canada Post for detailed specifications) 	Canada Post
		<u>Fire Services</u>	
172.	FUS1	The Owner acknowledges and agrees that if two-hour firewalls, active fire protection measures such as sprinkler systems, and/or minimum building separations are required to comply with the FUS calculation as per the City Design Guidelines for water distribution systems, the Owner shall note any such requirements on the grading plan. The Owner shall, prior to registration, provide certified plans demonstrating the locations of such oversized services and/or oversized plumbing to compensate for low peak hour pressures in the local water distribution system. All are to the satisfaction of the General Manager of Planning, Development and Building Services Department.	OTTAWA Planning
173.	FUS2	The Owner acknowledges and agrees that measures which include, but are not limited to, active fire protection measures such as sprinkler systems, two-hour firewalls that compartmentalize the structure into separate fire areas, and oversized services and/or oversized plumbing shall require the posting of securities to guarantee their installation, prior to registration. The securities will be released upon receiving a letter signed and sealed by a Professional Engineer licensed in the Province of Ontario certifying that construction was carried out in accordance with the approved drawing(s)/plan(s). All are to the satisfaction of the General Manager of Planning, Development and Building Services Department.	OTTAWA Planning

174.	FUS4	The Owner acknowledges and agrees that it shall, in the case of insufficient fire flow availability or excessive water age and loss of water disinfectant residual, provide active fire protection options such as sprinkler systems, two-hour firewalls or fire breaks that compartmentalize the structures into separate fire areas, as may be required, to limit the sizing of crescent, dead-end, and other distribution mains to a nominal size of no more than 200mm. All are to be determined by and to the satisfaction of the General Manager of Planning, Development and Building Services Department.	OTTAWA Planning
		<u>Noise Attenuation</u>	
175.	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, Development and Building Services Department. The Study shall comply with:</p> <ul style="list-style-type: none"> i. the City of Ottawa's Environmental Noise Control Guidelines, as amended; and ii. address, and be in accordance with, the current version of the Association of Professional Engineers of Ontario Guidelines for Professional Engineers providing Acoustical Engineering Services in Land Use Planning. <p>The study shall provide all specific details on the methods and measures required to attenuate any noise that exceeds the allowable noise limits in locations as determined by the recommendations of the Noise Assessment Study.</p>	OTTAWA Planning
176.	N2	Where structural mitigation measures are required as a result of the Noise Assessment Study, the Owner shall provide, prior to final building inspection, certification to the General Manager, Planning, Development and Building Services Department, through a Professional Engineer, that the noise control measures have been implemented in accordance with the approved study.	OTTAWA Planning
177.	N3	The Owner is advised that if the lands are located within the Composite 25 or 30 Noise Contours and the Airport Operations Influence Zone line for the Ottawa-MacDonald Cartier International Airport, despite any measures used to attenuate aircraft noise, noise due to aircraft operations may continue to interfere with some indoor and outdoor activities for the residences, particularly during the summer months. The City is not responsible if, regardless of the implementations of noise control	OTTAWA Planning Airport Authority

		measures, the purchaser or occupant of the dwellings finds the noise levels due to aircraft noise offensive and a concern.	
178.	N4	The Owner agrees that all purchase and sale agreements for the whole or any part of the lot/block on the Plan of Subdivision shall contain the following clauses, as required, that shall be registered as a notice on title in respect of all Lots and Blocks:	OTTAWA Planning 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, dated 1993, and the Environmental Noise Guidelines for Installation of Residential Air Conditioning Devices, dated September 1994, and thus minimize the noise impacts both on and in the immediate vicinity of the subject property.)"	
		Warning Clause Type D "This dwelling unit has been supplied with a central air conditioning system which will allow windows and exterior doors to remain closed, thereby ensuring that the indoor sound levels are within the City's and the Ministry of the Environment's noise criteria."	
		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>Warning Clause Type F</p> <p>"The Transferee for himself, his heirs, executors, administrators, successors and assigns acknowledges being advised that the property/dwelling unit is located in a noise sensitive area due to its proximity to 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."</p>	
		<p>Warning Clause Type G</p> <p>"The Transferee for himself, his heirs, executors, administrators, successors and assigns acknowledges being advised that the property/dwelling unit is located in a noise 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."</p>	
		<u>Land Transfers</u>	
179.	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, and lands required for parks (or cash-in-lieu thereof) and for stormwater management. In particular, the Owner agrees to convey the following lands:</p> <ul style="list-style-type: none"> i. Pathway, Walkway or Servicing Blocks – 22, 23 ii. Open Space Blocks – 21 iii. Watercourses (buffer strips/riparian corridors) - iv. Park Blocks – 20 v. Storm Water Management Blocks – 	OTTAWA Planning Legal

		<ul style="list-style-type: none"> vi. Road Widening Blocks – road widening along Borrisokane Rd vii. 0.3 m Reserve Blocks – viii. Daylighting Triangles – ix. Transit Corridors – x. Wetlands – 	
180.	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>	
181.	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>	
182.	DC2	The Owner shall inform the purchaser after registration of each lot or block of the development charges that have been paid or which are still applicable to the lot or block. The applicable development charges shall be as stated as of the time of the conveyance of the relevant lot or block and the statement shall be provided at the time of the conveyance. The statement of the Owner of the applicable development charges shall also contain the statement that the development charges are subject to changes in accordance with the <i>Development Charges Act, 1997</i> and the <i>Education Development Charges Act</i> .	OTTAWA Planning Legal
183.	DC4	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	OTTAWA Planning Legal

		<p>issuance of the building permit and the discounted portion of the development charge shall be payable a maximum of two years from the date of issuance of the initial building permit subject to the following conditions:</p> <ul style="list-style-type: none"> a) a written acknowledgement from the Owner of the obligation to pay the discounted portion of the development charges; b) no reduction in the Letter of Credit below the amount of the outstanding discounted development charges; and c) indexing of the development charges in accordance with the provisions of the Development Charges By-law. <p>The Owner further acknowledges that Council may terminate the eligibility for this two-stage payment at any time without notice, including for the 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>	
		<u>Survey Requirements</u>	
184.	Surv1	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
185.	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
186.	Surv3	The distance from the travelled Centreline of all existing adjacent roads to the subdivision boundary should be set out in the Plan of Subdivision.	OTTAWA Surveys
		<u>Closing Conditions</u>	
187.	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

188.	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
189.	C3	The owner shall pay any outstanding taxes owing to the City of Ottawa prior to registration. (ALWAYS REQUIRED)	OTTAWA Planning Revenue
190.	C4	Prior to registration of the Plan of Subdivision, the City is to be satisfied that conditions 1 to 191 have been fulfilled.	OTTAWA Planning
191.	C5	The Owner covenants and agrees that should damage be caused to any of the Works in this Subdivision by any action or lack of any action whatsoever on its part, the General Manager, Planning, Development and Building Services Department may serve notice to the Owner to have the damage repaired and if such notification is without effect for a period of two full days after such notice, the General Manager, Planning, Development and Building Services Department may cause the damage to be repaired and shall recover the costs of the repair plus the Management Fee under Section 427, of the <i>Municipal Act, 2001</i> , like manner as municipal taxes.	OTTAWA Planning
192.	C6	If the Plan(s) of Subdivision, including all phases within the draft approved plan of subdivision, has not been registered by May 27, 2028, the draft approval shall lapse pursuant to Section 51 (32) of the <i>Planning Act</i> . Extensions may only be granted under the provisions of Section 51 (33) of said <i>Planning Act</i> prior to the lapsing date.	OTTAWA Planning

ⁱ For Clearing Agencies:

“Planning” refers to Planning Services.

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

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

“Legal” refers to Legal Services.

“Parks” refers to Parks and Facilities Planning Services.

“BCS” refers to Building Code Services.

“Transit” refers to Transit Planning.

“Transpo Plg” refers to Transportation Planning.

“Forestry” refers to Forest Management.

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

“Revenue” refers to Revenue Services.

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