

MENU OF CONDITIONS
FOR DRAFT APPROVAL
BARRHAVEN CONSERVANCY DEVELOPMENT CORPORATION
CONSERVANCY EAST SUBDIVISION
3285, 3288, 3300 AND 3305 BORRISOKANE ROAD

DRAFT APPROVED 7/12/2021

INDEX

General.....	3
Zoning.....	4
Roadway Modifications	4
Highways/Roads.....	6
Public Transit.....	8
Geotechnical	10
Pathways, Sidewalks, Walkways, Fencing, and Noise Barriers	13
Landscaping/Streetscaping	15
Tree Conservation.....	17
Parks.....	17
Environmental Constraints	26
Schools.....	30
Archaeology.....	31
Sump Pumps	31
Stormwater Management	33
Sanitary Services	36
Water Services	36
Serviced Lands	37
Utilities	38
Fire Services	43
Noise Attenuation	44
Land Transfers	45
Development Charges By-law.....	46
Survey Requirements.....	47
Closing Conditions.....	48

The City of Ottawa's conditions applying to the draft approval of Barrhaven Conservancy Inc's Conservancy East Subdivision (File No. D07-16-20-0021), 3285, 3288, 3300, 3305, are as follows:

	<p>This approval applies to the draft plan certified by Christopher Fox, Ontario Land Surveyor, dated October, 25, 2021, showing 37 streets, 4 public lanes, 192 residential blocks, 9 pathway blocks, 3 park blocks, 8 creek corridor blocks and 2 road widening blocks.</p> <p>This approval applies to the approved conceptual plans and reports in support of the draft plan as follows (list plans, reports and studies associated with the draft approval):</p> <ol style="list-style-type: none"> 1) Adequacy of Services Report, Barrhaven Conservancy East, prepared by DSEL, revision 3 dated July 2021. 2) Conceptual Grading Plan, prepared by DSEL, dated July 2021. 3) Conceptual Servicing Plan, prepared by DSEL, dated July 2021. 4) Storm Tributary Area Plan, prepared by DSEL, dated July 2021. 5) Sanitary Tributary Area Plan, prepared by DSEL, dated July 2021. 6) Sanitary and Storm Trunk Profiles drawing, prepared by DSEL, dated July 2021. 7) Maximum Grade Raise Exceedance drawing, prepared by DSEL, dated July 2021. 8) Phase 1 ESA, prepared by Golder and Associates, dated October 2018. 9) Environmental Impact Statement, prepared by Kilgour and Associates, dated July 21st 2021. 10) Master Infrastructure Review, Barrhaven Conservancy, prepared by DSEL, revision 3 dated July 2021. 11) Technical Memorandum, Stormwater Management Design Approach, prepared by DSEL, dated July 23rd, 2021. 12) Sanitary Alternative Drawing, prepared by DSEL, dated May 2021. 13) Transportation Impact Statement, prepared by CGH Transportation, dated July 2021. 14) Traffic Noise Feasibility Assessment, prepared by Gradient Wind, dated July 15 2021. 15) Geotechnical Investigation, prepared by Paterson Group, revision 3 dated July 15, 2021. 16) Geotechnical Review – Park Structures memo, prepared by Paterson Group, dated July 15 2021. 17) Geotechnical Response to 3rd Party Review Comments prepared by Paterson Group, dated February 10, 2021 18) Geotechnical Response to Peer Review Comments, prepared by Paterson Group, dated June 3, 2021. 19) Draft Geometric Road Design Drawing, prepared by CGH Transportation, dated July 15 2021. 	
--	--	--

		<p>20) Hydrogeological Review of Groundwater Conditions memo, prepared by Paterson Group, dated June 8, 2021.</p> <p>21) BCDC Phase 2 – Preliminary Water Balance & Water Quality Controls, prepared by JFSA, dated June 7, 2021.</p> <p>22) Caivan Conservancy East Area Parks Plan, prepared by NAK Design, dated July 12, 2021.</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 Agency</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, Infrastructure and Economic Development 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, Infrastructure and Economic Development Department, based on current City tender costs, which costs shall be reviewed and adjusted annually. Securities for on-site works may be at a reduced rate subject to the approval of the General Manager, Planning, Infrastructure and Economic Development Department.</p> <p>Engineering, Inspection and Review fees will be collected based on the estimated cost of the works (+HST) and a park review and inspection fee will be based on 4% (+HST) of the total value of the park works as noted herein and in accordance with the City's Fees By-law for planning applications (By-law No. 2018-24 or as amended).</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, Infrastructure and Economic Development Department an acknowledgement from those purchasers who signed a purchase and sale agreement before this Subdivision was draft approved, that the Subdivision had not received draft approval by the City. The Owner agrees that the purchase and sale agreements signed prior to draft approval shall be amended to contain a clause to notify purchasers of this fact, and to include any special warning clauses, such as but not limited to Noise Warnings and easements.</p>	OTTAWA Legal
5.	G5	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, Infrastructure and Economic Development 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 Municipal Board 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, Infrastructure and Economic Development 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</p>	OTTAWA Planning

		and procedures set forth in the policy approved by Council on March 8, 2017 and subsequently by the revisions to the Development Charge Background Study and accompanying reports as adopted by Council on May 24, 2017. The Owner acknowledges that financial security and roadway modification agreement/subdivision agreement clauses for such intersections are required.	
14.	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
15.		The Owner acknowledges and agrees to design and construct all local roads in accordance with a 30 km/hr design speed. The Owner further agrees to submit for approval prior to registration, a road geometric plan identifying the required traffic calming elements for 30 km design speed, all to the satisfaction of the General Manager of Planning, Infrastructure and Economic Development.	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, Infrastructure and Economic Development 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 Borrisokane Road, adjacent to the subdivision lands, in accordance with the Official Plan. The required widening shall be illustrated on the Draft M-Plan and Final Plan of Subdivision as a dimension from the existing centerline of the public highway to the required widened limit. If it is determined that a widening is not required, the Owner's Surveyor shall illustrate the distance from the existing centerline of the Public Highway to the existing road limit on the Draft M-Plan and the Final Plan of Subdivision. All of which will be to the satisfaction of the 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. The Owner shall place 0.3 metre reserves on the following locations: <ul style="list-style-type: none"> • <i>north and south of Block 132</i> • <i>Western end of Street 6</i> 	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>Collector Road to Arterial Road: 5m x 5m</i> 	OTTAWA Planning Legal
22.	HR8	Where traffic lights are required to facilitate the proposed development, according to the approved transportation analysis and studies (3285, 3288 & 3305 Borrisokane Road Transportation Impact Assessment), the Owner shall be required to enter into an agreement with the City for the operation and maintenance of any traffic signals that are required to be installed in advance of meeting the City's approved criteria for Traffic Signals	OTTAWA Planning

		<p>Warrants and until the General Manager, Planning, Infrastructure and Economic Development Department approves the assumption of the lights.</p> <p>The require traffic lights are to be located at the following locations:</p> <ul style="list-style-type: none"> • <i>Street 20 and Borrisokane</i> 	
23.	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, Infrastructure and Economic Development Department.	OTTAWA Planning
24.	HR11	All streets shall be named to the satisfaction of the Director of Building Code Services and in accordance with the Municipal Addressing By-law or the Private Roadways By-law as applicable.	OTTAWA Planning BCS
25.	HR12	Where land has been dedicated for road widening purposes as part of the planning process, where the Owner receives no financial compensation or in-kind consideration in exchange for the widening, and where the City deems that the land is no longer required for that purpose, the lands may be conveyed back to the original Owner, or its successor in title, for \$1.00. The Owner shall be responsible for all costs to complete said conveyance, including administrative fees, unless otherwise determined by the General Manager, Planning, Infrastructure and Economic Development Department.	OTTAWA Planning
26.	HR15	The Owner acknowledges that the construction of buildings may be restricted on certain lots and/or blocks until such time as road connections are made so that snow plow turning and garbage collection can be implemented.	OTTAWA Planning
27.		The Owner acknowledges and agrees that 16.5-metre road allowance widths are proposed within the subdivision as shown on the Draft Plan. The Owner further acknowledges and agrees that the cross-section design of such road allowance widths, including the appropriate placement of utilities and setback of trees from curbs, sidewalks and building foundations, shall be determined during the detailed engineering design prior to final approval, to the satisfaction of the General Manager, Planning, Infrastructure and Economic Development Department.	OTTAWA Planning
		<u>Public Transit</u>	
28.		The Owner shall design and construct, at its expense, Street 6, Street 20, and Street 34 north of Street 20, which has/have been identified as transit service routes, to Transportation Association of Canada standards, including right-of-way width, horizontal and vertical geometry.	OTTAWA Planning Transit

29.		<p>The Owner shall design and construct, at no cost to the City, surface bus stop infrastructure including passenger standing areas and/or concrete shelter pads at the locations identified as bus stops to the satisfaction of OC Transpo. Bus stop locations and infrastructure requirements will be confirmed during CUP review, however locations are tentatively as below:</p> <ul style="list-style-type: none"> • Street 20 at Street 34 • Street 20 at Street 15/21 • Street 20 at Street 11/12 • Street 6 at Street 4/10 and/or Street 7 	OTTAWA Planning Transit
30.		<p>The Owner shall provide trees in the vicinity of bus stops to add shade, reduce wind, and generally improve the transit waiting experience.</p>	OTTAWA Planning Transit
31.		<p>The Owner shall design and construct, at no cost to the City, a temporary turning loop with a radius of 18m at the end of any transit street, for any phase of development, to allow for interim transit service while the subdivision is constructed and until the transit streets are connected at each end to the surrounding road network. Any temporary turning loop shall be reserved exclusively for transit and emergency services turnaround, shall be maintained by the Owner, and shall be kept clear at all times of any obstructions such as, but limited to: construction vehicles and materials, new resident vehicles, and any other development-related activities or materials.</p>	OTTAWA Planning Transit
32.	PT2	<p>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.</p>	OTTAWA Transit
33.	PT3	<p>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, Infrastructure and Economic Development Department for approval indicating the orientation of all dwellings and private accesses in the vicinity of all bus stop locations.</p>	OTTAWA Planning Transit
34.		<p>The Owner shall indicate on all plans used for marketing purposes and shall inform all prospective purchasers through a clause in all agreements of Purchase and Sale, and include as part of the purchaser's standard move-in information package, a clearly written description and diagram indicating the streets identified for potential transit services and the location(s), when known, of bus stops, passenger standing areas, and shelter pads. The Owner shall also inform all purchasers, through a clause in all agreements of Purchase and Sale, that for any streets identified for</p>	OTTAWA Transit

		potential transit services, bus stops, passenger standing areas, shelter pads and shelters, any of which may be located in front of or adjacent to the purchaser's lot at any time.	
35.	PT5	The Owner agrees to implement a Transit Service Strategy in accordance with the Official Plan. The Owner, together with the City, will determine the method and means by which the developments, as well as adjacent areas, can be efficiently and effectively serviced by transit. If deemed appropriate by Transit Services, the Owner shall enter into an agreement with the Transit Services Branch, prior to the registration of the subdivision, to outline the provision of early bus service as the site develops and in advance of when it would normally be warranted by occupancy levels. Said agreement shall include, but not be limited to, the following: establishment of routes and stops and levels of service and provision and maintenance of stops and turnarounds. The agreement may include: funding and cost-sharing arrangements and timing and triggers for the transfer of responsibility to City.	OTTAWA Transit
36.		The Owner covenants and agrees to dedicate Block 132 to the City for a future potential transit right-of-way. The alignment of the transit corridor on the final plan shall be to the satisfaction of the General Manager, Planning, Infrastructure and Economic Development Department. Furthermore, the City acknowledges that should, prior to final plan registration, the Director Transportation Planning, makes the determination that the transit corridor is not required, the City will advise the Owner.	OTTAWA Planning Transit
37.		Where Block 132 has been dedicated for future transit right-of-way purposes as part of the planning process, where the Owner receives no financial compensation or in-kind consideration in exchange for the dedication, 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, Infrastructure and Economic Development Department.	OTTAWA Planning Transit
		<u>Geotechnical</u>	
38.	GT1	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: "The Owner acknowledges that special soils conditions exist on this lot which will require: (a) a geotechnical engineer licensed in the Province of Ontario to approve any proposal or design for a swimming pool installation or	OTTAWA Planning

		<p>other proposal requiring an additional building permit on this lot prior to applying for a pool enclosure permit or installing the pool; and</p> <p>(b) the Owner to submit a copy of the geotechnical engineer’s or geoscientists report to the General Manager, Planning, Infrastructure and Economic Development Department at the time of the application for the pool enclosure or additional building permit.</p> <p>The Owner also acknowledges that said engineer or geoscientist will be required to certify that the construction has been completed in accordance with his/her recommendation and that a copy of the certification or report will be submitted to the General Manager, Planning, Infrastructure and Economic Development Department.</p>	
39.	GT2	<p>The Owner shall submit a geotechnical report prepared in accordance with the City’s Geotechnical Investigation and Reporting Guidelines and/or Slope Stability Guidelines for Development Applications by a geotechnical engineer or geoscientist, licensed in the Province of Ontario, containing detailed information on applicable geotechnical matters and recommendations to the satisfaction of the General Manager, Planning, Infrastructure and Economic Development which include, but are not limited to:</p> <ul style="list-style-type: none"> a) existing sub-surface soils, groundwater conditions; b) slope stability (including an assessment during seismic loading) and erosion protection, in addition to any building construction requirements adjacent to unstable slope; c) clearly indicate orientation of any cross-sections used in slope stability analysis and location of center of the slip circle; d) grade raise restrictions on the site and, if appropriate, the impacts this will have on the slope stability; e) design and construction of underground services to the building, including differential settlement near any buildings or structures; f) design and construction of roadway, fire routes and parking lots; g) design and construction of retaining walls and/or slope protection; h) design and construction of engineered fill; i) design and construction of building foundations; j) site dewatering; k) design and construction of swimming pools; l) design and construction of park blocks for its intended uses; and m) in areas of sensitive marine clay soils: 	OTTAWA Planning
40.	GT3	<p>The Owner agrees to any restrictions to landscaping, in particular the type and size of trees and the proximity of these to structures/buildings due to the presence of sensitive marine clay soils, as per the City’s Tree Planting in Sensitive Marine Clay Soils – 2017 Guidelines.</p>	OTTAWA Planning

		<p>a) 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:</p> <ul style="list-style-type: none"> i. Shear Vane analysis including remolded values per ASTM D2573. ii. Atterberg Limit testing per ASTM D4318; with the following data clearly identified, Natural water content (W), Plastic Limit (PL), Plasticity Index (PI), Liquidity Index (LI), and Activity (A). iii. Shrinkage Limit testing per ASTM D4943 with Shrinkage Limit (SL). iv. A separate section within the geotechnical report on sensitive marine clay soils, which will include a signed letter and corresponding map that confirms the locations of low, medium sensitivity (generally <40% plasticity) or high sensitivity clay soils (generally >40% plasticity), as determined by the above tests and data. v. The report identifies that foundation walls are to be reinforced at least nominally, with a minimum of two upper and two lower 15M (rebar size) bars in the foundation wall. <p>b) 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>	
41.	GT4	<p>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.</p>	OTTAWA Forestry
42.		<p>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</p>	OTTAWA Planning

		the General Manager, Planning, Infrastructure and Economic Development Department.	
		<u>Pathways, Sidewalks, Walkways, Fencing, and Noise Barriers</u>	
43.	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, Infrastructure and Economic Development Department.	OTTAWA Planning
44.	S3	[Sidewalks along public roads] The Owner agrees to design and construct 1.8-metre-wide sidewalks at the following locations: <ul style="list-style-type: none"> • North and South side of Street 20 • East side of Streets 17, 18, 22, 26 and 31 • East side of Street 34 (south of Street 20) • East and West side of Street 34 (north of Street 20) • North side of Street 27 • West side of Street 28 (adjacent to the Park Block 122) • East side of eastern portion of Street 11 • West side of Streets 4 and 10 • North and West side of Street 1 • North side of Street 5 	OTTAWA Planning
45.	S4	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 Draft Plan at in the following locations: <ul style="list-style-type: none"> • Blocks 105, 110, 111, 112, 113, 114, 115, 116, 119, 134 	OTTAWA Planning
46.	S5	The Owner agrees to connect all new pathways, sidewalks, walkways to the existing pathways, sidewalks, walkways located at the following locations: <ul style="list-style-type: none"> • Canoe Street • Beatrice Peak Court 	OTTAWA Planning
47.	S6	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: <ul style="list-style-type: none"> • Blocks 104 (north side), 105, 110, 111, 112, 113, 114, 115, 116, 134 • Blocks 83, 84, 87, 88, 91, 98 (adjacent to Block 125) • Block 92 (adjacent to Block 119) • Blocks 50, 65, 68, 69, 72, 75, 76, 77, 80, 92, 95 (adjacent to Block 128) 	OTTAWA Planning

		<ul style="list-style-type: none"> • Blocks 24, 37, 94, 106 (adjacent to Block 73 on plan 4M-1650) • Block 94 (adjacent to Block 117) • Blocks 19, 103, 135 (adjacent to Block 132) • Blocks 1, 2, 135 (adjacent to Block 126) • Blocks 2, 6, 93, 101 (adjacent to Block 127) • Block 99 (adjacent to Block 124) <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>	
48.	S7	<p>a) The Owner agrees to design and construct 1.5 metre black vinyl-coated chain link fences in accordance with the Fence By-law at the following locations:</p> <ul style="list-style-type: none"> • Block 123 (adjacent to Blocks 44 and 45) • Block 122 (adjacent to Block 50) • Blocks 133 (Adjacent to Blocks 13 and 14) <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 to design and construct four foot (4') high, wooden, post-and-rail fencing (2-rail), as per the City Standard Details F8 in accordance with the Fence By-law at the following locations:</p> <ul style="list-style-type: none"> • Block 123 (adjacent to Block 124) • Block 122 (adjacent to Block 128) <p>c) The Owner agrees that any fence required to be installed between park block(s) and other lands shall be located 0.15 metres inside the property line of the park. Refer to Parks condition 70 for details.</p>	OTTAWA Planning Parks

49.	S9	<p>a) The Owner agrees to design and erect at no cost to the City, noise attenuation barriers in accordance with City specifications at the following locations:</p> <ul style="list-style-type: none"> • Blocks 3, 4, 5, 6, 7, 8, 19, 24, 25, 30, 36, 37, 41, 83, 84, 93, 135 <p>The Owner agrees that any noise attenuation barrier required to be installed under this Agreement, shall be located a minimum of 0.30 metres inside the property line of the private property, and the location of the fence shall be verified by an Ontario Land Surveyor, prior to the release of securities for the noise attenuation barrier.</p>	OTTAWA Planning
50.	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 Inc.</i> along the boundary of this land, to the satisfaction of the General Manager, Planning, Infrastructure and Economic Development Department. The Purchaser agrees to include this clause in any future purchase and sale agreements”.</p>	OTTAWA Planning
		<u>Landscaping/Streetscaping</u>	
51.	LS1	<p>The Owner agrees, prior to registration to have a landscape plan(s) for the plan of subdivision prepared by a Landscape Architect, in accordance with the recommendations contained in the geotechnical report(s), the Tree Conservation Report, and/or the Environmental Impact Statement (if appropriate).</p> <p>The landscape plan(s) shall include detailed planting locations, plant lists which include species, plant form and sizes, details of planting methods, pathway widths and materials, access points, fencing requirements and fencing materials, other landscape features and gateway features where required.</p> <p>The Owner agrees to implement the approved landscape plan(s) and bear all costs and responsibility for the preparation and implementation of the plan(s).</p> <p>The Owner agrees that where sensitive marine clay soils are present, and the geotechnical report has satisfied the applicable conditions of the Tree Planting in Sensitive Marine Clay Soils - 2017 Guidelines, confirmation of adequate soil volumes in accordance with the subject guidelines shall be provided by a Landscape Architect prior to zoning approval.</p>	OTTAWA Planning Forestry

		All of the aforementioned are to the satisfaction of the General Manager, Planning, Infrastructure and Economic Development Department.	
52.	LS2	<p>The Owner agrees that for all single detached, semi-detached and townhouse lots and blocks, a minimum of 1 tree per interior lot (unit) 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. d) If trees need to be replaced, Forestry staff reserve the right to plant appropriate size trees at one tree per lot. <p>Along park frontages, the Landscape Plan shall locate trees at a 6-8 metre on-centre separation distance along the full extent of the road right-of-way abutting any park block(s).</p> <p>Should specific site constraints prevent the required allocation of trees, the remaining number of required trees shall be provided within any proposed park(s), open space or environmental blocks, non-residential road right-of-way frontages, stormwater management facility(s), or other suitable alternative locations, to the satisfaction of the General Manager, Planning, Infrastructure and Economic Development Department.</p>	OTTAWA Planning Forestry
53.	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> <ul style="list-style-type: none"> a) The landscape plan shall include a note indicating that is has been developed as per the approved geotechnical report(s), to the 	OTTAWA Planning

		<p>satisfaction of the General Manager, Planning Infrastructure and Economic Development.</p> <p>b) At the time of tree planting, in addition to providing an F1 inspection form, the Landscape Architect will provide a signed letter indicating that trees have been planted with appropriate soil volume in accordance with the approved Landscape Plan, to the satisfaction of the General Manager, Planning Infrastructure and Economic Development.</p>	
54.		The Owner acknowledges and agrees that driveways for ground oriented attached units shall be paired wherever possible to maximize on street parking and street tree planting opportunities.	OTTAWA Planning
		<u>Tree Conservation</u>	
55.	TC1	<p>The Owner acknowledges and agrees to abide by the Urban Tree Conservation By-law, 2009-200, 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 Urban Tree Conservation By-law, 2009-200. All of which are to the satisfaction of the General Manager, Planning, Infrastructure and Economic Development Department.</p>	OTTAWA Planning
56.	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>	
57.	P1	In accordance with the <i>Planning Act</i> and the City of Ottawa Parkland Dedication By-law, the Owner shall convey Blocks 122, 123 and 133 (the “Park Block(s)”) to the City for parkland purposes, all to the satisfaction of the General Manager, Recreation, Cultural and Facility Services Department.	OTTAWA Parks
58.	P2	<p>The Owner covenants and agrees that Block(s) 122, 123 and 133 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</p>	OTTAWA Parks

one hectare per 300 units, but for apartments, as defined by the Zoning By-law this parkland conveyance will not exceed a maximum of 10% of the land area of the site being developed.

Based on the estimated number of 1,310 dwelling units for this subdivision, there is an estimated parkland dedication requirement, in the form of land conveyance, of 4.3667 hectares, as shown in the table below.

Parkland Dedication Required:				
Residential Units: singles	743			
TH	397			
rear lane	170			
Total:	1310	Calculation	1 / 300	Parkland Required
Unit Sub-Totals:	1310			4.3667
PRELIMINARY Parkland Required for Draft Plan Area (ha):				4.3667

Based on the proposed Draft Plan of Subdivision, the Owner agrees that there is an under-dedication of parkland in the amount of 0.1600 hectares. The Owner further agrees to provide this under-dedicated amount, in the form of land conveyance; to be shown on the final plan of subdivision.

Parkland Dedicated:			
Block 126		0.4897	
Block 125		3.1323	
Block 136		0.5847	
PRELIMINARY Proposed Parkland Conveyance (ha):			4.2067
Parkland Under-Dedication phase 1 (ha):			0.1600

In the event that there is change in the proposed use, block area, residential product and/or number of dwelling units within the Final Plan, the required parkland dedication will also be subject to change. The Owner acknowledges and agrees that any additional parkland dedication that may be due will be required to be in the form of land conveyance, unless otherwise agreed to in writing by the General Manager, Recreation, Cultural and Facility Services Department.

All to the satisfaction of the General Manager, Recreation, Cultural and Facility Services Department.

59. **P3**

The Owner acknowledges and agrees to design and construct at its cost the Park Blocks in accordance with City Specifications and Standards. The Owner further agrees to provide design plans and documents as detailed in the Park Development Manual 2ed edition 2017 (and as amended) for the Park Blocks. The plans and documents will detail the designs, costs and amenities to be provided in each park. The expected cost of the design, construction, review and inspection of these parks will be in accordance with the rate per hectare and indexing rate utilized for park development by the

OTTAWA Parks

		<p>City at the time of registration of each phase of development and shall be referred to as the “Park Development Budget”.</p> <p>The design plans and documents as well as the final budget for design, construction, review and inspection shall be subject to approval by the City, all to the satisfaction of the General Manager, Recreation, Cultural and Facility Services Department.</p>	
60.	P4	<p>All Owner obligations associated with the Park Blocks must be completed to the satisfaction of the General Manager, Recreation, Cultural and Facility Services Department within two years of registration of that phase of subdivision which contains the Park Block(s) and with the understanding that each park is registered in the phase which most benefits the surrounding community.</p> <p>Further to condition P3, above, in the event that the park construction occurs more than two years after the registration of that phase of subdivision which contains the Park Block, the Owner agrees that the Park Development Budget shall be based on the rate per hectare and indexing rate utilized for park development by the City in effect at the time of the commencement of the park construction.</p>	OTTAWA Parks
61.	P5	<p>The Owner acknowledges and agrees that no stormwater management facilities, overland storm water flow routes, and/or encumbrances of any kind, such as retaining walls, utility lines or easements of any kind shall be located on, under, or in front of, dedicated Park Blocks.</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.</p> <p>All of the aforementioned are to the satisfaction of the General Manager, Recreation, Cultural and Facility Services Department.</p>	OTTAWA Parks
62.	P6	<p>The Owner acknowledges and agrees that any encumbrances at, above or below the surface, which are not solely for the benefit of the park, such as retaining walls, utility lines, parking garages, floodplain areas, wildlife and vegetation buffers or easements of any kind on lands, or portion thereof encumbering the design and function of future Park Block(s) 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
63.	P7	<p>The Owner agrees the Park Blocks must be fully developable for all potential park uses based on a geotechnical report. If any constraints to development of the Park Blocks are found, the measures necessary to mitigate the</p>	OTTAWA Parks

		<p>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 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>	
64.	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 and Environmental Services Department, the Owner may remove vegetation, trees and topsoil from the Park Block(s) to facilitate rough grading of the area.</p> <p>If the removal of the native topsoil is required, the Owner agrees to provide replacement topsoil for the Park Block, outside of the Park Development Budget, at a sufficient depth and quality for parkland as per City Standards for park topsoil. All work shall proceed in accordance with the applicable regulations.</p>	OTTAWA Parks
65.	P9	<p>The City acknowledges and agrees that in the event that the Owner designs and constructs the Park Block under the Developer-Built park process, the Owner may use the Park Block(s) 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 current excess soils regulation, as amended.</p> <p>The Owner agrees contaminated soils shall not be stockpiled on the Park Blocks. The Owner agrees to provide to the City documentation of the source and quality of the soils temporarily stored on the Park Block(s).</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, all materials will be removed from the Park Block and a geotechnical report by a qualified and licensed engineer or geoscientist will be submitted. The geotechnical report shall confirm that the subgrade is suitable for its intended use and that no contaminants have been deposited on the Park Block. The geotechnical report must indicate the level of soil compaction on the site and conform to City Standards, to the satisfaction of the General Manager, Planning, Infrastructure and Economic Development Department.</p> <p>The Owner agrees that any remediation required to the Park Block as result of the Owners use of the Park Block will be at the Owner's expense and will be in addition to the Park Development Budget calculated at the per hectare</p>	OTTAWA Parks

		rate as indexed and such remediation work shall be completed to the satisfaction of the General Manager, Planning, Infrastructure and Economic Development Department.	
66.	P10	The Owner agrees to prepare and submit for approval, upon registration of the subdivision, all park plans and documents required as noted in the Park Development Manual 2017 (as amended) based on the approved Facility Fit Plan, all to the satisfaction of the General Manager, Recreation, Cultural and Facility Services Department	OTTAWA Parks
67.	P11	<p>The Owner acknowledges and agrees that it is the responsibility of the Owner to fill and rough grade the park where necessary to meet subdivision grades, with clean earth borrow, compacted and leveled within the Park Block accordingly, to provide for positive surface drainage as per the City Standards for Park Fill and rough grading. All Works shall be shown on the approved subdivision drawings and shall be subject to the approval of the General Manager, Planning, Infrastructure and Economic Development Department. All at the expense of the Owner.</p> <p>Any fill imported to the Park Block must be conducted in accordance with the excess soils regulation, as amended. Documentation of the source and quality of the fill to be imported must be approved by a Qualified Person. Soils must be tested to the minimum parameter list as specified in the excess soils regulation. Importation of soils with no chemical testing will not be permitted. Additional testing may be required by the Qualified Persons as defined in the regulation.</p> <p>Copies of all records related to all soils imported to the Park Blocks must be provided to the City. All works and fill materials are to be approved by the General Manager, Planning, Infrastructure and Economic Development Department prior to being placed on site.</p> <p>All work shall proceed in accordance with the applicable regulations and according to the current (at time of work) approved City details and specifications.</p>	OTTAWA Planning Parks
68.	P12	<p>The Owner acknowledges and agrees that it is the responsibility of the Owner to undertake the final grading of the Park Blocks as per the 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 sub-total. Additional grading beyond the maximum specified above will be at the Owner's expense.</p> <p>To be noted: this final grading is comprised of grading over-and-above the required subdivision grading of the Park Block, as per the approved subdivision grading plan.</p>	OTTAWA Planning Parks

		<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, Infrastructure and Economic Development Department.</p>	
69.		<p>The Owner acknowledges and agrees, that, unless otherwise specified, 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 Block(s) electricity service is included on the approved CUP drawing. <p>All works shall be shown on the approved subdivision drawings and shall be subject to the approval of the General Manager, Planning, Infrastructure and Economic Development.</p>	OTTAWA Planning Parks
70.	P13	<p>The Owner shall install fencing of uniform appearance and quality, with a minimum height of five feet (5') (1.5m) along the common boundary of all residential lots and other lots which abut Park Blocks unless otherwise noted below. 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.</p> <p>Fence materials, unless otherwise noted below, 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. The fence shall have a maximum opening (the diamond shape area) of no greater than 37mm in order to comply with the Pool Enclosure By-Law".</p>	OTTAWA Parks

		<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> <p>a) the common boundary of Park Block 123 and Block 124; and b) the common boundary of Park Block 122 and Block 128, design to be coordinated with the park concept plan.</p>	
71.	P15	<p>Access from private property to active public property 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
72.	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> <p>a) active hard surface and soft surface recreational facilities b) active lighted sports fields and other lit amenities c) recreation and leisure facilities d) potential community centre e) library f) day care g) other potential public buildings/facilities.</p>	OTTAWA Parks
73.	P17	<p>The Owner acknowledges and agrees that, if the approved park concept design contains amenities proposed by the Owner that exceed the standard park design and construction budget, and if securities are not retained by the City for these items, the City shall not be responsible for these items in the event that the City must complete the park.</p>	OTTAWA Parks
74.	P18	<p>The Owner acknowledges and agrees that, following registration of this agreement, the Park Blocks will be transferred to the City. Notwithstanding said transfer, the Owner acknowledges and agrees that, prior to the assumption of the Park Blocks by the City, the Owner will retain all liability for the transferred Park Blocks and that said transfer will in no way exonerate</p>	OTTAWA Parks

		the Owner from its responsibility to design and construct the park pursuant to the terms of this agreement.	
75.	P20	Prior to the acceptance of a woodland park Block, park Block, or open space Block with substantial wooded area, the Owner agrees to remove any dead, dying or fallen trees and debris from with the Park Block that pose a safety risk. Prior to any removals, the Owner must arrange an inspection of the lands with the City Forester and Park Planner in advance of these works occurring. Any removals/clean up shall follow best forestry practises.	OTTAWA Planning Parks
76.	P21	<p>The Owner acknowledges and agrees to erect, at its expense, on the Park Block at locations selected by the General Manager, Planning, Infrastructure and Economic Development a professionally painted sign. Sign material, size and installation and construction details shall be to the satisfaction of the General Manager, Recreation, Cultural and Facility Services. 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>	OTTAWA Parks
77.	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 construction cost to ensure the work is completed, <p>the Owner will hereby be granted consent to enter at no cost to complete the work. All is to the satisfaction of the General Manager of Recreation Culture and Facility Services,</p>	OTTAWA Parks

78.	P23	<p>The Owner acknowledges and agrees that no work within the right-of-way in front of, or around, any boundary of the Park Blocks will be a park cost. All right-of-way work including, tree planting, topsoil and sod, and all hard surface work will be at the Owners' expense.</p> <p>Where a park plaza or landscape feature extends into the right-of-way 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
79.		<p>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 that those trees shall be planted within the Park Block, the supply and installation of those trees shall be at the Owners' expense, outside of the Park Development Budget.</p>	OTTAWA Parks
80.		<p>The Owner acknowledges and agrees that the total consulting costs, including all prime consulting, sub-consulting and testing fees, for the design and construction of the Park Block shall not exceed the percentage fee calculation of the Park Construction Budget as recommended by the <i>Ontario Association of Landscape Architects Fee Guide for Landscape Architectural Services</i>, current version (at time of subdivision registration) by type of project (Category = 2; Complexity = Skilled) and shall be to the satisfaction of the General Manager, Recreation, Cultural & Facility Services.</p>	OTTAWA Parks
81.	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 to the City for the design and the construction of the Park Block(s). The City will proceed with the design and construction of the park as per the typical City-build park process as described in the Parks Development Manual. The timing of the park construction will be at the discretion of the City.</p> <p>The expected cost of the park(s) works to be paid to the City will be based on the rate per hectare, and indexing rate utilized for the park development by the City at the time of registration of the phase of development which includes the Park Block(s), (referred to as the Park Development Budget), plus a 5% administrative fee for City forces to execute the project plus 13% HST on the total amount. 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 park, including, but not limited to: fencing, fill and rough grading, topsoil replacement, tree removal and services stubbed to within 2.0 m inside the Park Blocks will remain a subdivision cost to be covered by the Owner separate from the Park Development Budget.</p>	OTTAWA Parks

82.		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 shown on Park Blocks 122 and 123, as land to be conveyed as dedicated parkland.	OTTAWA Parks
83.		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 Blocks that are within the RVCA Regulatory Limit of the Jock River, Fraser-Clarke watercourse and 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, Infrastructure and Economic Development Department and the General Manager, Recreation, Cultural and Facility Services Department.	OTTAWA Parks
84.		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 and maintenance of the park on those areas of the Park Blocks 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 Park Development Budget. All to the satisfaction of the General Manager, Recreation, Cultural and Facility Services Department.	OTTAWA Parks
		<u>Environmental Constraints</u>	
85.	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, Infrastructure and Economic Development Department.	OTTAWA Planning CA
86.	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, Infrastructure and Economic Development Department.	OTTAWA Planning
87.	EC3	The Owner acknowledges and agrees that the construction of the subdivision shall be in accordance with the approved Environmental Impact Statement dated July 21, 2021 prepared by Kilgour Associates.	OTTAWA Planning CA

88.		The Owner shall prepare a Jock River Corridor Riparian Planting Plan with the objectives of 1) re-naturalizing the natural features and increasing the ecological diversity and 2) providing recreational infrastructure along the Jock River Corridor, to the satisfaction of the General Manager, Planning, Infrastructure and Economic Development Department and the Rideau Valley Conservation Authority.	OTTAWA Planning CA
89.	EC4	The Owner agrees to abide by all appropriate regulations associated with Provincial and Federal statutes for the protection of wildlife, fish habitat, migratory birds and species at risk.	OTTAWA Planning
90.	EC5	The Owner acknowledges that the Fraser Clarke Creek, Foster watercourse and Jock River and its tributaries are subject to the Rideau Valley Conservation Authority's "Development, Interference with Wetlands and Alterations to Shorelines and Watercourses" regulation, made under Section 28 of the Conservation Authorities Act, R.S.O. 1990, c. C.27, as amended. The regulation requires that the Owner of the property obtain a permit from the Conservation Authority prior to straightening, changing, diverting, or interfering in any way with any watercourse. These include all watercourse crossings proposed for roadways across the Foster watercourse, relocation of the Fraser Creek watercourse and the creation of all new stormwater outlets. Any application received in this regard will be assessed within the context of approved policies for the administration of the regulation.	OTTAWA Planning CA
91.	EC6	The Owner agrees to establish a "No Touch/No Development" setback from the watercourse, described as a Blocks 124, 125, 126, 127, 128 and 129, to the satisfaction of the Rideau Valley Conservation Authority and the General Manager, Planning, Infrastructure and Economic Development Department. The final approved plan of subdivision shall clearly show this setback, which shall also be incorporated into the Zoning By-law provisions and shall be identified in all agreements of purchase and sale for Blocks 1, 2, 6, 24, 37, 50, 65, 68, 69, 72, 75, 76, 77, 80, 83, 84, 87, 88, 91, 92, 93, 94, 95, 98, 99, 101, 106, 135.	OTTAWA Planning CA
92.	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

93.	EC8	The Owner acknowledges that any proposed works on or adjacent to the the Jock River corridor and its tributaries will need to comply with the requirements of the Federal Fisheries Act and avoid the death of fish and the harmful alteration, disruption or destruction of fish habitat, unless the Department of Fisheries and Oceans (DFO) has provided authorization.	OTTAWA Planning CA
94.	EC9	The Owner shall complete DFO's "check if the project needs a review (see DFO website) and provide the City and the Rideau Valley Conservation Authority confirmation that the works do not require DFO review. The Owner acknowledges that should the results of the "check if your project needs a review" indicate that impacts to fish and fish habitat or if harm, harassment, capture or take of an aquatic species at risk cannot be avoided, then the Owner must submit a request for review or apply for a Species At Risk Act (SARA) Permit, at its sole cost, to their region's Fish and Fish Habitat Protection Program office. The proponent shall provide all relevant documents, plans, permits and correspondence with DFO and relevant Federal Ministries to the General Manager, Planning Infrastructure and Economic Development and Rideau Valley Conservation Authority.	OTTAWA Planning CA
95.	EC10	The Owner agrees that no in-stream works will occur within the Jock River and its tributaries between March 15 and July 15 of any given year.	OTTAWA Planning CA
96.	EC11	The Owner shall convey, at no cost to the City, the following lands: Blocks 117, 119, 121, 124, 125, 126 127, 128 and 129 comprising the Jock River Corridor and the Fraser Clarke Creek Corridor and the associated setback. Final configuration of the Blocks shall be to the satisfaction of the General Manager, Planning, Infrastructure and Economic Development Department. These lands shall not be credited towards determining parkland dedication requirements.	OTTAWA Planning CA
97.	EC12	Where required, the Owner shall prepare, to the satisfaction of the General Manager, Planning, Infrastructure and Economic Development 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
98.		The Owner acknowledges that work associated with naturalization, wetland creation, fish habitat compensation and protection of existing	OTTAWA CA

	<p>natural heritage features on Blocks 117, 119, 121, 124, 125, 126, 127, 128 and 129 are located within the regulatory floodplain associated with the Jock River and are subject to the Rideau Valley Conservation Authority's "Development, Interference with Wetlands and Alterations to Shorelines and Watercourses" regulation, made under Section 28 of the Conservation Authorities Act, R.S.O. 1990, c. C.27, as amended. The regulation requires that the Owner of the property obtain a permit from the Conservation Authority prior to undertaking any development within the floodplain including the placement or removal of fill. Any application received in this regard will be assessed within the context of approved policies for the administration of the regulation.</p>	
99.	<p>The Owner shall agree that all development including, infrastructure, lot grading and dwellings, located outside of the floodplain but within the regulation limit are subject to the Rideau Valley Conservation Authority's "Development, Interference with Wetlands and Alterations to Shorelines and Watercourses" regulation, made under Section 28 of the Conservation Authorities Act, R.S.O. 1990, c. C.27, as amended. The regulation requires that the Owner of each property obtain a permit from the Conservation Authority prior development.</p>	OTTAWA CA
100.	<p>The Owner shall agree that implementation of all naturalization work, including constructed wetlands are required to provide environmental benefit for the Jock River watershed and shall not form part of or contribute to stormwater management facilities required by the development of the subdivision. It is acknowledged that constructed wetland features may act as receiving surface water features.</p>	OTTAWA CA
101.	<p>That prior to registration a monitoring program be prepared and accepted by the Rideau Valley Conservation Authority to ensure the successful implementation of naturalization work within the regulation limit.</p>	OTTAWA CA
102.	<p>The Owner acknowledges and agrees to have a landscape plan for the relocated Fraser-Clark Corridor in keeping with the approval of the replanting and re-naturalization plans of 3285 Borrisokane, Phase 1, D07-16-17-0031. The Owner shall acquire the appropriate RVCA and DFO approved authorizations. The corridor design shall maintain a 30m setback from the Chapman Mills Bus Rapid Transit Corridor to the north. Any reduced setbacks will be adjacent to the rear properties to the south. The Owner shall install a 1.5 metre black vinyl-coated chain link fence at the rear of properties along the south edge of the corridor, with no gates permitted. The landscape plan will incorporate natural channel design principles, revegetation of the corridor using locally appropriate native species, and construct wildlife habitat opportunities for fish, amphibians, and other fauna. The landscape plan shall include detailed planting locations and species list, approved stream restoration works, access</p>	OTTAWA CA

	points, fencing requirements, fencing materials and location. The Owner further acknowledges and agrees that the provision of all the landscaping and stream restoration proposed on the plan is the responsibility of the Owner. The landscape plan shall be to the satisfaction of the General Manager, Planning, Infrastructure and Economic Development and the Rideau Valley Conservation Authority.	
103.	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 2, 6, 24, 37, 50, 65, 68, 69, 72, 75, 76, 77, 80, 84, 87, 88, 91, 92, 93, 94, 95, 98, 101, 118, 119, 120, 121 and Streets 10,11, 12, 31, 34, 35, 37 and Lanes 2 and 3.	OTTAWA Planning CA
104.	The Owner acknowledges and agrees that Blocks 1, 2, 132 and 135 shall remain in the owner's ownership as undevelopable blocks until such a time as the Rideau Valley Conservation Authority (RVCA) approves an application to remove those portions within the remaining floodplain and the work to do so is complete. If the outcome of a future RVCA application is unsuccessful, the draft plan will be revised and the floodplain area of those blocks shall be conveyed to the City as constraint lands.	OTTAWA Planning CA
105.	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 106, 108 and 131. Should the approval not be obtained by December 7, 2024 (<i>three years after the date of draft approval</i>), the lands shall be conveyed as constraint land to the City.	OTTAWA Planning CA
106.	The Owner acknowledges and agrees that prior to registration, Block 122 shall not contain any constraint lands. If the works required to remove the lands from the flood plain have not been completed to the satisfaction of the Rideau Valley Conservation Authority and the General Manager, Recreation, Cultural and Facilities Services, any outstanding parkland dedication shall be resolved with additional land conveyance and the constraint lands shall be conveyed to the City as constraint lands.	OTTAWA Parks CA
	<u>Schools</u>	
107.	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.	OCDSB

		<u>Archaeology</u>	
108.	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, Infrastructure and Economic Development 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>	
109.	SP1	<p>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, Infrastructure and Economic Development.</p>	OTTAWA Planning
110.	SP2	<p>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, 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>	OTTAWA Planning
111.	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, Infrastructure and</p>	OTTAWA Planning

		<p>Economic Development. The Owner acknowledges and agrees this will include but not be limited to:</p> <ol 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. 	
112.	SP4	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.	OTTAWA Planning
113.	SP5	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.	OTTAWA Planning
114.	SP6	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.	OTTAWA Planning
115.	SP7	The Owner acknowledges and agrees if the use of sump pump systems was not identified in a Master Servicing Study, there will be a requirement to update or amend said report. For new developments, the MSS is to identify the need for sump pump systems where these are required.	OTTAWA Planning
116.	SP8	The Owner acknowledges and agrees all grading plans are to clearly indicate each individual home where a sump pump system is required.	OTTAWA Planning
117.	SP9	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, Infrastructure and Economic Development, advising the home is equipped with a sump pump and advising guidelines for its use and maintenance.	OTTAWA Planning
118.	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	OTTAWA Planning

		purchase and sale, and shall be registered as a notice on title in respect of all Lots and Blocks.	
		<u>Stormwater Management</u>	
119.	SW1	<p>The Owner shall provide any and all stormwater reports that may be required by the City for approval prior to the commencement of any works in any phase of the Plan of Subdivision. Such reports shall be in accordance with any watershed or subwatershed studies, conceptual stormwater reports, City or Provincial standards, specifications and guidelines. The reports shall include, but not be limited to, the provision of erosion and sedimentation control measures, implementation or phasing 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, Infrastructure and Economic Development Department.</p>	OTTAWA Planning CA
120.	SW2	<p>(a) Prior to the commencement of construction of any phase of this Subdivision (roads, utilities, any off site work, etc.) the Owner shall:</p> <ul style="list-style-type: none"> i. have a Stormwater Management Plan and an Erosion and Sediment Control Plan prepared by a Professional Engineer in accordance with current best management practices; ii. (if appropriate) provide all digital models and modelling analysis in an acceptable format; iii. have said plans approved by the General Manager, Planning, Infrastructure and Economic Development Department, and iv. provide certification through a Professional Engineer licensed in the province of Ontario that the plans have been implemented. <p>(b) All submissions and any changes made to the Plan shall be submitted to the satisfaction to the City and the Rideau Valley Conservation Authority.</p> <p>(c) The Owner shall implement an inspection and monitoring plan to maintain erosion control measures.</p>	OTTAWA Planning CA
121.	SW3	<p>On completion of all stormwater works, the Owner agrees to provide certification to the General Manager, Planning, Infrastructure and Economic Development Department through a Professional Engineer, licensed in the province of Ontario, that all measures have been implemented in conformity with the approved Stormwater Site Management Plan.</p>	OTTAWA Planning

122.	SW4	The Owner shall maintain and implement a monitoring/implementation program for the ultimate stormwater management facilities and measures in accordance with the recommendations of the Adequacy of Services Report for Barrhaven Conservancy Development Corporation, Barrhaven Conservancy East, July 2021, 3 rd Submission, 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 management facilities and measures until a minimum of 80% of the tributary area 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 facilities and measures, 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, Infrastructure and Economic Development Department.	OTTAWA Planning
123.	SW5	The Owner agrees to design and construct, as part of the stormwater management infrastructure, at no cost to the City, a monitoring facility or facilities (if required) and vehicular access to the satisfaction of the City.	OTTAWA Planning
124.	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 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.	OTTAWA Planning
125.	SW7	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: “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, Infrastructure and Economic Development Department of the City of Ottawa prior to undertaking any grading alterations.”	OTTAWA Legal
126.	SW8	Where the Owner is required under this Agreement to provide the oversize and/or over-depth storm sewers or open drains in order to make provisions for later development of upstream lands not owned by the Owner herein,	OTTAWA Planning

	as referred to in the approved plans, the City will, insofar as it legally may, require that payment shall be made by the Owner of such upstream undeveloped land which will utilize the said storm sewers as an outlet(s), prior to registration. The amount of payment shall be determined by the General Manager, Planning, Infrastructure and Economic Development Department.	
127.	The Owner acknowledges and agrees that the Petition Drain referred to as the O'Keefe Drain, located within the neighbouring Conservancy West Subdivision, remains a legal drainage system created under the Drainage Act. As such, any proposed modifications to this system shall be completed under the appropriate provisions of the Drainage Act.	OTTAWA Planning
128.	The Owner shall provide any and all stormwater reports that may be required by the City for approval prior to the commencement of any works in any phase of the Plan of Subdivision. Such reports shall be in accordance with any watershed or subwatershed studies, including any updated recommendations resulting from the Jock River Subwatershed Study update (2021), conceptual stormwater reports, City or Provincial standards, specifications and guidelines. The reports shall include, but not be limited to, the provision of erosion and sedimentation control measures, implementation or phasing requirements of interim or permanent measures, and all stormwater monitoring and testing requirements. All reports and plans shall be to the satisfaction of the General Manager, Planning, Infrastructure and Economic Development Department.	OTTAWA Planning CA
129.	The RVCA are currently reviewing the Stormwater Management requirements for new developments in the Jock River Reach 1. Draft plan approval of the subdivision will apply the current Stormwater Management criteria as approval is in advance of the updated study. Stormwater Management criteria may be revisited on a phase by phase basis, pursuant to applicable requirements of Council approved studies to the satisfaction of the General Manager of Planning, Infrastructure and Economic Development.	OTTAWA Planning CA
130.	The Owner acknowledges and agrees that the low impact development and quality control components of the stormwater management system require further refinement at the detail design stage to the satisfaction of the General Manager of Planning, Infrastructure and Economic Development.	OTTAWA Planning
131.	The Owner acknowledges and agrees that prior to registration, the final stormwater management report shall be accompanied by an approved	OTTAWA CA

		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.”	
		<u>Sanitary Services</u>	
132.	SS1	The Owner agrees to submit detailed municipal servicing plans, prepared by a Professional Civil Engineer licensed in the Province of Ontario, to the General Manager, Planning, Infrastructure and Economic Development Department.	OTTAWA Planning
133.	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 Owner shall convey to the City such 0.3m reserves as may be necessary to prevent the Owners and developers of adjacent lands from making connections to the sanitary sewers installed by the Owner, 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, Infrastructure and Economic Development Department.	OTTAWA Planning
134.	SS3	As the Owner proposes a road allowance(s) of less than 20 metres, and if the Owner also proposed boulevards between 4.0 and 5.0 metres wide, the Owner shall meet the following requirements: <ul style="list-style-type: none"> a) extend water, sanitary, and storm services a minimum of 2.0 metres onto private property during installation before being capped; b) install high voltage electrical cable through the transformer foundations to maintain adequate clearance from the gas main; c) provide and install conduits as required by each utility; d) provide and install transformer security walls when a 3.0 metres clearance, as required by the Electrical Code, cannot be maintained. The design and location of the security wall must be approved by the local hydro utility; and 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>	
135.	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	OTTAWA Planning

		personnel, as well as the supply and installation of water meters by the City.	
136.	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
137.	W3	The Owner acknowledges and agrees not to permit any occupancy of buildings on the individual Lots described in Schedule "A" until the water plant has been installed, sterilized and placed in service to the satisfaction of the General Manager, Planning, Infrastructure and Economic Development Department.	OTTAWA Planning
138.	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
139.	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, Public Works and Environmental Services	OTTAWA Planning
140.	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, Infrastructure and Economic Development Department.	OTTAWA Planning
		<u>Serviced Lands</u>	
141.	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, Infrastructure and Economic Development Department, and/or the Province: <ul style="list-style-type: none"> a. Watermains; b. Sanitary Sewers; c. Storm Sewers; 	OTTAWA Planning

		<ul style="list-style-type: none"> 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. 	
142.	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
143.	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, Infrastructure and Economic Development Department.	OTTAWA Planning
144.	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, Infrastructure and Economic Development Department.	OTTAWA Planning
		<u>Utilities</u>	
145.	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
146.	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

147.		The Owner may be required to enter into an Installation and Service Agreement with Hydro Ottawa Limited, to the satisfaction of Hydro Ottawa.	Hydro Ottawa
148.		The Owner is advised that there is limited capacity to service the proposed development at this time. 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
149.	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
150.	H5	The Owner shall be responsible for servicing the buildings within the property. Only one service entrance per property shall be permitted.	Hydro Ottawa
151.	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
152.	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
153.		The Owner is advised that there are medium voltage overhead lines along Borrisokane Rd and there is over head plant along the south edge of the property west of Borrisokane Rd. 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". 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	Hydro Ottawa

		<p>buildings, signs (even lit signs when open for maintenance), antennas, pools, and fences.</p> <p>b. 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>	
154.		<p>The Owner is advised that there is medium voltage underground infrastructure along the North side of the property.</p> <p>a. Prior to the commencement of any excavation, the Owner shall arrange for an underground cable locate by contacting Ontario One Call, 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 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 condition. Once piling and shoring is 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 rubbleization 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".</p> <p>b. The Owner shall not use steel curb and sidewalk form support pins in the vicinity of Hydro Ottawa underground plant for electrical safety.</p> <p>c. The Owner shall ensure that no planting or permanent structures are placed within the clearance areas around padmounted equipment which is defined by Hydro Ottawa's standard UTS0038 "Above Ground Clearances for Padmounted Equipment".</p> <p>d. 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". The adoption of this specification does not relieve the Owner in any way for damage made to Hydro Ottawa plant.</p>	Hydro Ottawa
155.	H10	<p>The Owner acknowledges and agrees that prior to commencing Works identified within the Draft Plan; it shall confirm the proposed development is sufficiently serviced by all necessary utilities. The Owner further agrees to comply with all relevant and existing utility Conditions of Service, construction processes and guidelines. The Owner further agrees it shall be responsible for engaging the providers of any necessary utilities to</p>	Hydro Ottawa

	<p>determine servicing for the proposed development and that it shall be responsible for all costs relating to the relocation, placement and/or upgrade of existing or future utility infrastructure for the proposed development. The Owner shall be required to demonstrate to the satisfaction of the General Manager, Planning, Infrastructure and Economic Development that sufficient utility servicing and infrastructure exist to service the proposed development and that communication / telecommunication infrastructure facilities are available, at a minimum, for the delivery of emergency management services.</p> <p>The Owner acknowledges and agrees to convey, at their cost, any easements as may be required by the necessary utilities and agrees to abide by all conditions of the City's inhibiting order. The Owner further acknowledges and agrees that such easements shall not be granted on any lands being conveyed to the City, or those proposed to be conveyed to the City, without City's approval.</p> <p>Should any lands owned or proposed to be owned by the City be encumbered as a result of these conditions, the Owner shall bear the sole responsibility and costs associated with correcting such actions, including but not limited to the conveyance of additional lands, the relocation of any such easements or infrastructure as may be deemed appropriate by the General Manager, Planning, Infrastructure and Economic Development.</p>	
156.	The Owner is advised that Hydro Ottawa does not provide servicing through rear lanes.	Hydro Ottawa
157.	The Owner is advised that all underground work to service a subdivision be coordinated together and that at least 14 weeks are needed from receipt of the Owner's deposit to start the material purchase and scheduling.	Hydro Ottawa
158.	The Owner shall apply Hydro Ottawa's standards and City approved road cross-section standards for public roads. Hydro Ottawa requests to be consulted before completing the composite utility plan where any four party trench is proposed.	Hydro Ottawa
159.	The Owner shall comply with Hydro Ottawa's Conditions of Service and thus should be consulted for the servicing terms. The Owner should consult Hydro Ottawa prior to commencing engineering designs to ensure compliance with these documents.	Hydro Ottawa
160.	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

161.		The Owner agrees that should any conflict arise with existing Bell Canada facilities or easements within the subject area, the Owner shall be responsible for the relocation of any such facilities or easements at their own cost.	Bell
162.		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
163.		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
164.		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
165.		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
166.		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 the development, as approved by Canada Post.	Canada Post
167.		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
168.		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

169.		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
170.		The Owner shall contact Enbridge Gas Inc.'s Customer Connections department by emailing SalesArea60@enbridge.com to determine gas availability, service and meter installation details and to ensure all gas piping is installed prior to the commencement of site landscaping (including, but not limited to: tree planting, silva cells, and/or soil trenches) and/or asphalt paving.	Enbridge
171.		The Owner acknowledges and agrees that if the gas main needs to be relocated as a result of changes in the alignment or grade of the future road allowances or for temporary gas pipe installations pertaining to phase construction, all costs are the responsibility of the Owner.	Enbridge
172.		In the event that easement(s) are required to service this development, the Owner shall grant any easement(s) to Enbridge Gas Inc. at no cost. The inhibiting order will not be lifted until the Owner has met all of Enbridge Gas Inc.'s requirements.	Enbridge
		<u>Fire Services</u>	
173.	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, Infrastructure and Economic Development Department.	OTTAWA Planning
174.	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	OTTAWA Planning

		approved drawing(s)/plan(s). All are to the satisfaction of the General Manager of Planning, Infrastructure and Economic Development Department.	
175.	FUS3	<p>The Owner shall insert a clause in each agreement of purchase and sale and shall be registered as a notice on title in respect of all Lots and Blocks wherein the dwelling contains, or intends to contain, a sprinkler system as follows:</p> <p>“Purchasers are advised that they must maintain the sprinkler system in working order to the satisfaction of the City’s Fire Department. The Purchaser agrees to include this clause in any future purchase and sale agreements.”</p>	OTTAWA Planning
176.	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 that 200mm. All are to be determined by and to the satisfaction of the General Manager of Planning, Infrastructure and Economic Development Department.	OTTAWA Planning
		<u>Noise Attenuation</u>	
177.	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, Infrastructure and Economic Development Department. The Study shall comply with:</p> <ul style="list-style-type: none"> i. the City of Ottawa’s Environmental Noise Control Guidelines, as amended; and ii. address, and be in accordance with, the current version of the Association of Professional Engineers of Ontario Guidelines for Professional Engineers providing Acoustical Engineering Services in Land Use Planning. <p>The study shall provide all specific details on the methods and measures required to attenuate any noise that exceeds the allowable noise limits in locations as determined by the recommendations of the Noise Assessment Study.</p>	OTTAWA Planning

178.	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, Infrastructure and Economic Development Department, through a Professional Engineer, that the noise control measures have been implemented in accordance with the approved study.	OTTAWA Planning
179.	N4	The Owner agrees that all purchase and sale agreements for the whole or any part of the lot/block on the Plan of Subdivision shall contain the following clauses that shall be registered as a notice on title in respect of all Lots and Blocks:	OTTAWA Planning Legal
		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: (All residential Blocks except Blocks 100, 101, 102, 103, 106, 107, 108, 109) "This dwelling unit has been fitted with a forced air heating system and the ducting, etc. was sized to accommodate central air conditioning. Installation of central air conditioning by the occupant will allow windows and exterior doors to remain closed, thereby ensuring that the indoor sound levels are within the City's and the Ministry of the Environment's noise criteria. (Note: The location and installation of the outdoor air conditioning device should comply with the noise criteria of MOE Publication NPC-216, Residential Air Conditioning Devices and thus minimize the noise impacts both on and in the immediate vicinity of the subject property.)"	
		Warning Clause Type D (Blocks 100, 101, 102 103, 106, 107, 108, 109) "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."	
		<u>Land Transfers</u>	

180.	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 – 104, 105, 110, 111, 112, 113, 114, 115, 116, 134 ii. Open Space Blocks – 117, 119, 121 iii. Watercourses (buffer strips/riparian corridors) – 124, 125, 126, 127, 128, 129 iv. Park Blocks – 122, 123, 133 v. Storm Water Management Blocks – n/a vi. Road Widening Blocks – 130, 131 vii. 0.3 m Reserve Blocks – viii. Daylighting Triangles – ix. Transit Corridors – 132 x. Wetlands – 	OTTAWA Planning Legal
181.	LT2	<p>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.</p>	OTTAWA Planning Legal
		<u>Development Charges By-law</u>	
182.	DC1	<p>The Owner acknowledges that some of the works of the Subdivision are eligible for development charges revenues pursuant to the City's applicable Development Charges By-law and background study, as well as budget approval by City Council where required. Such contributions are to be determined and agreed to by the City, prior to the commencement of the associated Works or as agreed to by the City. The Owner agrees to enter into any agreements that may be required pursuant to the applicable Development Charges By-law.</p>	OTTAWA Planning Legal
183.	DC2	<p>The Owner shall inform the purchaser after registration of each lot or block of the development charges that have been paid or which are still applicable to the lot or block. The applicable development charges shall be as stated as of the time of the conveyance of the relevant lot or block and the statement shall be provided at the time of the conveyance. The statement of the Owner of the applicable development charges shall also contain the statement that the development charges are subject to changes in accordance with the <i>Development Charges Act, 1997</i> and the <i>Education Development Charges Act</i>.</p>	OTTAWA Planning Legal

184.	DC3	<p>The Owner acknowledges and agrees to enter into any front-ending agreements with the City of Ottawa for (specify the works) that are anticipated to be required in advance of the time as approved by Council. The City shall repay the Owner for the cost of works as noted herein in accordance with the approved Front-Ending Policy of the City's Development Charge By-law, and subject to budget approval of the required expenditure by City Council in the year in which it is approved.</p>	OTTAWA Planning Legal
185.	DC4	<p>The Owner acknowledges that for building permits issued after January 15, 2010, payment of non-residential development charges, excluding development charges for institutional developments, may be calculated in two installments at the option of the Owner, such option to be exercised by the Owner at the time of the application for the building permit. The non-discounted portion of the development charge shall be paid at the time of issuance of the building permit and the discounted portion of the development charge shall be payable a maximum of two years from the date of issuance of the initial building permit subject to the following conditions:</p> <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>	OTTAWA Planning Legal
		<u>Survey Requirements</u>	

186.	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
187.	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
188.	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>	
189.	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
190.	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
191.	C3	The owner shall pay any outstanding taxes owing to the City of Ottawa prior to registration.	OTTAWA Planning Revenue
192.	C4	Prior to registration of the Plan of Subdivision, the City is to be satisfied that conditions 1 to 193 have been fulfilled.	OTTAWA Planning
193.	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, Infrastructure and Economic Development Department may serve notice to the Owner to have the damage repaired and if such notification is without effect for a period of two full days after such notice, the General Manager, Planning, Infrastructure and Economic Development Department may cause the damage to be repaired and shall recover the costs of the repair plus the Management Fee under Section 427, of the <i>Municipal Act, 2001</i> , like manner as municipal taxes.	OTTAWA Planning

193.	C6	If the Plan(s) of Subdivision, including all phases within the draft approved plan of subdivision, has not been registered by December 7, 2024, 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.