

File: D07-16-25-0004
(D07-16-19-0016)
(D07-16-13-0026)
(D07-16-04-0017)

MENU OF CONDITIONS FOR DRAFT APPROVAL
RICHCRAFT GROUP OF COMPANIES

1560, 1620 and 1636 MAPLE GROVE ROAD SUBDIVISION, KANATA WEST

DRAFT APPROVED 26/04/2012 (date of OMB order)

REVISED DRAFT APPROVAL: 13/09/2016

DRAFT PLAN APPROVAL EXTENDED FROM: 13/09/2019 to 13/09/2022

DRAFT APPROVAL DEEMED NOT TO HAVE LAPSED: 28/02/2024

FURTHER EXTENDED TO: 13/09/2025

FURTHER EXTENDED TO: 13/09/2028

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The City of Ottawa's conditions applying to the draft approval of Richcraft Group of Companies Kanata West Subdivision (File No. D07-16-25-0004, Phase 2), 1560 and 1620 Maple Grove Road, are as follows:

This approval applies to the draft 4M plan surveyed by Annis, O'Sullivan, Vollebekk, Ontario Land Surveyor, dated February 25, 2025, being Part of Lots 28 and 29, Concession 12 in the geographic Township of Goulbourn, and Reserve Block 33 and Part of Reserve Block 32 Registered Plan 4M-1675 City of Ottawa, showing 87 Lots, 65 multiple attached street oriented dwelling unit blocks, two medium density housing blocks, two park blocks, one school block, one open space block, three walkway blocks, one block for storm water management, two blocks associated with the Carp River Corridor, two blocks associated with the Hazeldean Creek corridor, one block for the future transit corridor, one block for the road widening of Maple Grove Road, one block for the future north/south Arterial Road, and 10 streets.

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>General</u>	Clearing Agency
1.	G1	Prior to the issuance of a Commence Work Notification, the Owner shall obtain such permits as may be required from Municipal or Provincial authorities and shall file copies thereof with the General Manager, Planning, Development and Building Services Department.	OTTAWA Planning
2.	G2	Prior to commencing construction, the Owner shall enter into a subdivision agreement with the City. The subdivision agreement shall, among other matters, require that the Owner post securities in a format approved by the City Solicitor, in an amount of 100% of the estimated cost of all works, save and except non-municipal buildings. The aforementioned security for site works shall be for works on both private and public property and shall include, but not be limited to, lot grading and drainage, landscaping and driveways, roads and road works, road drainage, underground infrastructure and services (storm, sanitary, watermains), streetlights, stormwater management works and park works. The amount secured by the City shall be determined by the General Manager, Planning, Development and Building Services Department, based on current City tender costs, which costs shall be reviewed and adjusted annually. Securities for on-site works may be at a reduced rate subject to the approval of the General Manager, Planning, Development and Building Services Department.	OTTAWA Planning

		Engineering, Inspection and Review fees will be collected based on the estimated cost of the works (+HST) and a park review and inspection fee will be based on 4% (+HST) of the total value of the park works as noted herein and in accordance with the City's Planning Fees By-law.	
3.	G4	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. The Owner agrees to provide to the General Manager, Planning, Development and Building Services Department an acknowledgement from those purchasers who signed a purchase and sale agreement before this Subdivision was draft approved, that the Subdivision had not received draft approval by the City. The Owner agrees that the purchase and sale agreements signed prior to draft approval shall be amended to contain a clause to notify purchasers of this fact, and to include any special warning clauses, such as but not limited to Noise Warnings and easements.	OTTAWA Legal
4.	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
5.	G6	The Owner, or his agents, shall not commence or permit the commencement of any site related works until such time as a pre-construction meeting has been held with Planning, Development and Building Services Department staff and until the City issues a Commence Work Notification.	OTTAWA Planning
6.		The Owner acknowledges and agrees that all reports and/or studies required as a result of the approval of the Plan of Subdivision shall be implemented to the satisfaction of the General Manager, Planning, Development and Building Services Department at the sole expense of the Owner. Further, that the City may require certification by the Owners Professional consultants that the works have been designed and constructed in accordance with the approved reports, studies, standards specifications, and plans to the satisfaction of the General Manager, Planning, Development and Building Services Department.	OTTAWA Planning
7.		The Owner acknowledges that this Subdivision shall not be registered nor shall any Works be permitted to commence until such time as all required approvals have been obtained and satisfactory arrangements, such as a pre-servicing agreement, for the provisions of roads, sewers and water supply to the Subdivision has been made to the satisfaction of the General	OTTAWA Planning

		Manager, Planning, Development and Building Services Department, and a Commence Work Notification has been issued.	
8.		The Owner acknowledges and agrees that any development on the two multi-residential Block(s) 60 and 117 requires site plan approval. Design of development within these blocks shall be in keeping with the Kanata West Concept Plan, Section 4.1, Urban Design Guidelines.	OTTAWA Planning
9.		Prior to registration the Owner shall provide confirmation to the satisfaction of the City as to the mix of units and adherence to the design objectives and density targets as stated within the Kanata West Concept Plan.	OTTAWA Planning
		<u>Landowners Agreement</u>	
10.	LA1	Prior to registration or early servicing, the Owner agrees to provide the City with a clearance letter from the trustee of the Kanata West Landowners Group, confirming that the Owner is party to the Kanata West Owners Group Inc. Cost Sharing Agreement and all of the obligations, financial and otherwise, of the landowner(s) of this subdivision have been fulfilled pursuant to the Landowners Agreement.	LG
		<u>Zoning</u>	
11.	Z1	The Owner agrees that prior to registration of the Plan of Subdivision, the Owner shall ensure that the proposed Plan of Subdivision shall conform with a Zoning By-law approved under the requirements of the <i>Planning Act</i> , with all possibility of appeal to the Ontario Land Tribunal exhausted.	OTTAWA Planning
12.	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>	
13.	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
14.	RM2	The Owner agrees to provide a Development Information Form and Geometric Plan indicating: a) Road Signage and Pavement Marking for the subdivision; b) Intersection control measure at new internal intersections; and c) location of depressed curbs and TWSIs;	OTTAWA Planning Transpo Plg

		prior to the earlier of registration of the Agreement or early servicing. Such form and plan shall be to the satisfaction of the General Manager, Planning, Development and Building Services Department.	
15.	RM3	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. 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.	OTTAWA Planning Transpo Plg
16.	RM4	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.	OTTAWA Planning Transpo Plg
17.	RM5	In the instance of intersections with arterial roads or major collectors external to the subdivision, the Owner will be eligible for reimbursement for the cost of such intersections. The reimbursement is subject to limitations and procedures set forth in the policy approved by Council May 2019. The Owner acknowledges that financial security and roadway modification agreement/subdivision agreement clauses for such intersections are required.	OTTAWA Planning
18.	RM7	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. 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	OTTAWA Planning

		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: • 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.	
		<u>Highways/Roads</u>	
19.	HR1	The Owner acknowledges and agrees that all supporting transportation studies and design of all roads and intersections shall be to the satisfaction of the General Manager, Planning, Development and Building Services Department.	OTTAWA Planning
20.	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
21.	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
22.	HR4	The Owner shall convey to the City, at no cost to the City, an unencumbered road widening along <i>Maple Grove Road (Block 126)</i> in accordance with the Official Plan and the Kanata West Road Network Environmental Study Report. 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	OTTAWA Planning Surveys

		on the Draft M-Plan and the Final Plan of Subdivision. All of which will be to the satisfaction of the City Surveyor.	
23.	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. This may include a 0.3 metre reserve along any temporary turning circle(s). The Owner shall place 0.3 metre reserves on the following locations: • _____	OTTAWA Planning Legal
24.	HR6	The Owner shall provide site triangles at the following locations on the final plan, to the satisfaction of the general Manager, Planning, Infrastructure and Economic Development. • <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
25.	HR7	A 0.3 m reserve adjacent to the widened limit of <i>Maple Grove Road</i> shall be indicated on the plan submitted for registration and conveyed at no cost to the City.	OTTAWA Planning Legal
26.	HR9	The Owner agrees to provide a construction traffic management plan for the subdivision prior to the earlier of registration of the Agreement or early servicing. Such plan shall be to the satisfaction of the General Manager, Planning, Development and Building Services.	OTTAWA Planning
27.	HR11	All streets shall be named to the satisfaction of the Chief Building Official of Building Code Services and in accordance with the Addressing By-law.	OTTAWA Planning BCS
28.	HR11	The design of all roads and intersections shall be to the satisfaction of the General Manager, Planning, Development and Building Services.	
29.	HR12	Where land has been dedicated for road widening purposes as part of the planning process, where the Owner receives no financial compensation or in-kind consideration in exchange for the widening, and where the City deems that the land is no longer required for that purpose, the lands may be conveyed back to the original Owner, or its successor in title, for \$1.00. The Owner shall be responsible for all costs to complete said conveyance, including administrative fees, unless otherwise determined by the General Manager, Planning, Development and Building Services Department.	OTTAWA Planning
30.	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

31.		The Owner acknowledges and agrees that the Maple Grove Road corridor width of 37.5 metres is subject to revisions with respect to the Carp River bridge approach fill requirements as determined through the Kanata West Road Network Environmental Assessment. The alignment and design shall be to the satisfaction of the General Manager, Planning, Development and Building Services Department.	OTTAWA Planning
32.		The Owner agrees the final design and alignment of Holstein Road shall take into consideration the final Transitway Corridor alignment and the recommended locations for the Poole Creek crossings and North South Arterial, to the satisfaction of the General Manager, Planning, Development and Building Services Department.	OTTAWA Planning Transit Services
33.		The Owner agrees to provide a second access and egress for emergency vehicles within 30 days of a request from Emergency Services. The second access/egress must provide separate and distinct access/egresses to the Subdivision. The second access/egresses may be temporary in construction to the satisfaction of the General Manager, Planning, Development and Building Services Department.	OTTAWA Planning Emergency Services
34.		The Owner agrees to construct all roads in accordance with the following road way classification standard, road right-of-way width and width of asphalt: • Roger Griffiths Avenue - Urban Collector 24.0 m right-of-way with 11 m of asphalt; • Tillage Street - Urban Local 20.0 m right-of-way with 8.5 m of asphalt; • Ploughshare Road, Winter Wheat Terrace, Shopshire Place, Grazier Row, Holstein Road, Cartage Way and Combine Walk - Urban Local 18.0 m right-of-way with 8.5 m of asphalt;	OTTAWA Planning
35.		The Owner shall be responsible for 100% of the cost and installation of all permanent and temporary street name signs and traffic signs that may be required in accordance with City specifications. All signs shall be installed and located to the satisfaction of the City and installed prior to the City's acceptance of the roads within the subdivision.	OTTAWA Planning BCS
		<u>Public Transit</u>	
36.	PT1	The Owner shall design and construct, at its expense, Roger Griffiths Avenue, which has/have been identified as transit service routes, to Transportation Association of Canada standards, including right-of-way width, horizontal and vertical geometry, and pavement structure and the construction of a sidewalk on both sides of the street. The Owner shall design and construct, at its expense, the determined locations for transit passenger standing areas and shelter pads, to the specifications of the	OTTAWA Planning Transit

		General Manager, Planning, Development and Building Services Department. The locations for transit passenger standing areas and shelter pads are: _____	
37.	PT2	The Owner shall ensure that the staging of the Subdivision, including the construction of dwellings, roadways, walkways, and paved passenger standing areas, or shelter pads, shall occur in a sequence that permits the operation of an efficient, high quality transit service at all stages of development.	OTTAWA Transit
38.	PT3	The Owner shall orient dwellings and vehicular accesses in the vicinity of bus stops in such a manner as to avoid traffic conflicts and visual intrusion. Prior to the earlier of early servicing or registration, the Owner shall submit plans to Planning, Development and Building Services Department for approval indicating the orientation of all dwellings and private accesses in the vicinity of all bus stop locations.	OTTAWA Planning Transit
39.	PT4	The Owner shall inform all prospective purchasers, through a clause in all agreements of Purchase and Sale and indicate on all plans used for marketing purposes, those streets identified for potential transit services, the location of the bus stops, paved passenger standing areas, or shelters pads and shelters, any of which may be located in front of or adjacent to the purchaser's lot at any time.	OTTAWA Transit
40.	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. The Owner shall enter into an agreement with the Transit Services Branch, prior to the registration of the subdivision, to outline the provision of interim bus service. Said agreement shall include, but not be limited to, the following: establishment of routes and stops and levels of service and provision and maintenance of stops and turnarounds. The agreement may include: funding and cost-sharing arrangements and timing and triggers for the transfer of responsibility to City.	OTTAWA Transit
41.		The Owner(s) shall provide temporary turn-arounds for all designated transit streets terminating at the edge of any phase of development, prior to registration, to the satisfaction of the City to accommodate interim transit routes.	OTTAWA Transit Services Planning
		<u>Geotechnical</u>	
42.	GT1	Where special soils conditions exist, the Owner covenants and agrees that the following clause shall be incorporated into all agreements of purchase	OTTAWA Planning

		and sale for Lots (<i>insert lots numbers</i>). 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 other proposal requiring an additional building permit on this lot prior to applying for a pool enclosure permit or installing the pool; and (b) the Owner to submit a copy of the geotechnical engineer’s or geoscientists report to the General Manager, Planning, Development and Building Services Department at the time of the application for the pool enclosure or additional building permit. The Owner also acknowledges that said engineer or geoscientist will be required to certify that the construction has been completed in accordance with his/her recommendation and that a copy of the certification or report will be submitted to the General Manager, Planning, Development and Building Services Department.	
43.	GT2	The Owner shall submit a geotechnical report prepared in accordance with the City’s Geotechnical Investigation and Reporting Guidelines and/or Slope Stability Guidelines for Development Applications by a geotechnical engineer or geoscientist, licensed in the Province of Ontario, containing detailed information on applicable geotechnical matters and recommendations to the satisfaction of the General Manager, Planning, Development and Building Services which include, but are not limited to: a) existing sub-surface soils, groundwater conditions; b) slope stability and erosion protection, in addition to any building construction requirements adjacent to unstable slopes; c) design and construction of underground services to the building, including differential settlement near any buildings or structures; d) design and construction of the shared water services and sewer services below the stacked units and confirmation that the soils will support the pipes and building, and that any settlement will not adversely affect the pipes; e) design and construction of roadways, fire routes and parking lots; f) design and construction of retaining walls and/or slope protection; g) design and construction of engineered fill; h) design and construction of building foundations; i) site dewatering; j) tree planting; k) design and construction of swimming pools; and l) any restrictions to landscaping, in particular type and size of trees and the proximity of these to structures/buildings; and	OTTAWA Planning

		m) design and construction of park blocks for its intended uses. The report shall provide recommendations to address any of the latter situations to the satisfaction of the General Manager, Planning, Development and Building Services Department.	
44.	GT3	Sensitive marine clay soils a) The Owner agrees to any restrictions to landscaping, in particular the type and size of trees and the proximity of these to structures/buildings due to the presence of sensitive marine clay soils, as per the City's Tree Planting in Sensitive Marine Clay Soils – 2017 Guidelines. b) The Owner agrees to provide the following tests, data, and information prior to zoning approval, in order to determine the sensitivity of the clay soils and how it will impact street tree planting and potentially front yard setbacks: i. Shear Vane analysis including remolded values per ASTM D2573. ii. Atterberg Limit testing per ASTM D4318; with the following data clearly identified, Natural water content (W), Plastic Limit (PL), Plasticity Index (PI), Liquidity Index (LI), and Activity (A). iii. Shrinkage Limit testing per ASTM D4943 with Shrinkage Limit (SL). iv. A separate section within the geotechnical report on sensitive marine clay soils, which will include a signed letter and corresponding map that confirms the locations of low, medium sensitivity (generally <40% plasticity) or high sensitivity clay soils (generally >40% plasticity), as determined by the above tests and data. v. The report identifies that foundation walls are to be reinforced at least nominally, with a minimum of two upper and two lower 15M (rebar size) bars in the foundation wall. c) In locations where all six conditions in the Tree Planting in Sensitive Marine Clay Soils – 2017 Guidelines cannot be met (e.g. if soils are 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).	OTTAWA Planning
45.	GT4	In areas of sensitive marine clay soils, the Owner agrees that, prior to registration, to prepare an information package for homeowners regarding tree planting and watering, in accordance with the supporting geotechnical	OTTAWA Forestry

		report. This information must be approved by Forestry Services prior to circulation to homeowners.	
46.		The Owner acknowledges and agrees to include a notice in all purchase and sale agreements identifying that tree planting and foundation reinforcement must comply with the recommendations of the geotechnical report.	OTTAWA Planning Forestry
47.		Prior to approval of the Grading and Drainage Plan, the Owner shall submit a slope stability analysis for the development of lands adjacent to the ravine or escarpment in accordance with the City's Approved Slope Stability Guidelines for Development Applications, as may be amended from time to time. The Owner, if determined by the General Manager, Planning, Development and Building Services, shall convey all lands required by this analysis in accordance with the Slope Stability Guidelines for Development Applications to the City. The analysis and any required conveyances, including the preparation of a reference plan, shall be to the satisfaction of the General Manager, Planning, Development and Building Services and at no cost to the City.	OTTAWA Planning
48.		The Owner shall retain the services of the previously referred geotechnical engineer to ensure that the recommendations of the report are fully implemented. The Owner shall provide the General Manager, Planning, Development and Building Services, with certificates of compliance issued by the Geotechnical Engineer with respect to each of the matters identified above. Furthermore, the Owner shall provide the Planning, Development and Building Services Department with certificates of compliance issued by the Geotechnical Engineer prior to construction of the foundation and prior to a request for backfill inspection.	OTTAWA Planning
49.		The Owner acknowledges that a geotechnical engineer will be required to certify that the construction has been completed in accordance with his/her recommendation and that a copy of the certification or report will be submitted to the General Manager, Planning, Development and Building Services.	OTTAWA Planning
		<u>Pathways, Sidewalks, Walkways, Fencing, and Noise Barriers</u>	
50.	S1	The Owner acknowledges and agrees that all pathways, sidewalks, walkways, fencing, and noise barriers are to be designed and constructed in accordance with City specifications, at no cost to the City, and to the satisfaction of the General Manager, Planning, Development and Building Services Department.	OTTAWA Planning
51.	S2	The Owner agrees to design and construct, at no cost to the City, sidewalks in accordance with City Specifications in the following locations:	OTTAWA Planning

		Roger Griffiths Avenue – both Sides Cartage Way – south side Combine Walk –west side Grazier Row – west side abutting Block 60 and south side abutting Blocks 30 and 31 Holstein Road – west side and south side abutting Block 60 Ploughshare Road – park side and south side abutting lots 81-87 Winter Wheat Terrace – north side Tillage Street – both Sides Shropshire Place – south side	
52.	S3	The Owner agrees to dedicate Blocks 5, 11 and 115 as walkway blocks and construct a 3.0-metre-wide walkways and related works within Blocks 5, 11, 115. The Owner agrees to construct a pathway within Block 122 in accordance with the Carp River, Poole Creek and Feedmill Creek Restoration Environmental Assessment. Prior to registration, the final location of the walkway blocks may be subject to change, to the satisfaction of General manager, Planning, Development and Building Services.	OTTAWA Planning
53.	S5	The Owner agrees to connect all new sidewalks/pathways to the existing sidewalk/pathway(s) to the satisfaction of the General Manager, Planning, Development and Building Services.	OTTAWA Planning
54.	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 and all other City Specifications, unless directed otherwise under the Noise Study and a noise wall is required instead, at the following locations: • the rear of Blocks 31 and 32 abutting open space Block 121 • the rear of Blocks 109 and 110 abutting open space Block 119 and School Block 120 • the side of Block 60 abutting the transit corridor • the rear of lots 81 to 87, abutting Block 118 • both sides of walkway blocks (Blocks 5, 11 and 115) • Block 60 abutting Block 121 and the future transit station. 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”. 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	OTTAWA Planning

		of 0.15 metres inside the property line of the private property. For parks fencing, refer to parks conditions.	
55.	S8	a) The Owner agrees to design and construct, at no cost to the City, 1.8 metre wood privacy fences in accordance with the Fence By-law and all other City Specifications, at the following locations: • East side of Block 60 abutting Block 31 • West side of Block 117 abutting Lot 87 b) The Owner agrees that any wood privacy fence required to be installed shall be located a minimum of 0.15 metres inside the property line of the private property.	OTTAWA Planning Parks
56.	S9	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: • _____ b) The Owner agrees that any noise attenuation barrier required to be installed under this Agreement, shall be located a minimum of 0.30 metres inside the property line of the private property, and the location of the fence shall be verified by an Ontario Land Surveyor, prior to the release of securities for the noise attenuation barrier.	OTTAWA Planning
57.	S10	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: “Purchasers are advised that they must maintain all fences in good repair, including those as constructed by Richcraft Group of Companies along the boundary of this land, to the satisfaction of the General Manager, Planning, Development and Building Services Department. The Purchaser agrees to include this clause in any future purchase and sale agreements”.	OTTAWA Planning
58.		The Owner acknowledges and agrees to construct a walkway within the Stormwater Management Block (Block 59), connecting the existing walkway from Block 11 on Plan 4M-1675 to the Carp River corridor (Block 122).	OTTAWA Planning
59.		The Owner acknowledges and agrees that the location and type of fencing required for Blocks 60 and 117 shall be determined as part of the site plan approval process for the subject blocks to the satisfaction of the General Manager, Planning, Development and Building Services.	OTTAWA Planning
60.		The Owner agrees to design and construct at no cost to the city a fully accessible walkway within the relocated Hazeldean Creek corridor	OTTAWA Planning

		extending from the Carp River to the future Hazeldean Road rapid-transit station, to the satisfaction of the City.	MVCA
61.		Pathway design and construction shall be in accordance with the Parks and Pathways Design Manual and to the satisfaction of the General Manager, Planning, Development and Building Services.	OTTAWA Planning
		<u>Landscaping/Streetscaping</u>	
62.	LS1	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). 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. 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). 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 registration. All of the aforementioned are to the satisfaction of the General Manager, Planning, Development and Building Services Department.	OTTAWA Planning Forestry
63.	LS2	The Owner agrees that for all single detached and semi-detached lots, a minimum of 1 tree per interior lot and 2 trees per exterior side yard lots (i.e. corner lots) shall be provided on the landscape plan(s). 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: 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	OTTAWA Planning Forestry

		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. 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). Should specific site constraints prevent the required allocation of trees, the remaining number of required trees shall be provided within any proposed park(s), open space or environmental blocks, non-residential road right-of-way frontages, stormwater management facility(s), or other suitable alternative locations, to the satisfaction of the General Manager, Planning, Development and Building Services Department.	
64.	LS3	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: a) The landscape plan shall include a note indicating that is has been developed as per the geotechnical report(s) (date, author), the letter (date, author), and Map (date, title), to the satisfaction of the General Manager, Planning, Development and Building Services. b) At the time of tree planting, in addition to providing an F1 inspection form, the Landscape Architect will provide a signed letter indicating that trees have been planted with appropriate soil volume in accordance with the approved Landscape Plan, to the satisfaction of the General Manager, Planning, Development and Building Services.	OTTAWA Planning
65.		The Owner agrees to have prepared by a qualified landscape architect a landscape plan for the relocated Hazeldean Creek corridor in keeping with the Kanata West Concept Plan, Section 4.1, Urban Design Guidelines. The landscape plan will include a pathway plan that facilitates pedestrian movement to and from the Hazeldean Creek corridor along both sides of the corridor. The landscape plan shall include a detailed planting location and species list, stream restoration works, pathway alignment, pathway material, pathway width, pathway connections with bridge and roadway crossings,	OTTAWA Planning MVCA

		access points, fencing requirements, fencing materials, and location and design of interpretative signs. The Owner further acknowledges and agrees that the provision of all of the landscaping and stream restoration proposed on the plan, including the pathway, is the responsibility of the Owner. Said landscape plan shall be consistent with the Carp River, Poole Creek and Feedmill Creek Restoration Environmental Assessment.	
66.		The Owner agrees to have prepared by a qualified landscape architect a landscape plan for the Storm Water Management block (Block 59). The landscape plan shall include pathways to facilitate pedestrian movement from Street No. 8 to the Carp River corridor pathway system. The Owner further acknowledges and agrees that the provision of all of the landscaping proposed on the plan, including the pathway, is the responsibility of the Owner. Said landscape plan shall be consistent with the Carp River, Poole Creek and Feedmill Creek Restoration Environmental Assessment.	OTTAWA Planning MVCA
		<u>Tree Conservation</u>	
67.	TC1	The Owner acknowledges and agrees to abide by the Tree Protection By-law, 2020-340, and that any trees to be removed from the site shall be in accordance with an approved Tree Permit. The Owner agrees to implement the measures recommended in the supporting tree conservation report to ensure preservation of the trees identified for protection, in accordance with the City's tree protection requirements listed within the Tree Protection By-law, 2020-340. All of which are to the satisfaction of the General Manager, Planning, Development and Building Services Department.	OTTAWA Planning
68.		The Owner agrees that tree removal shall not occur on the subdivision in the absence of a tree permit issued under the Tree Protection By-law, 2020-340,. The tree permit(s) issued will be based on the recommendations outlined in the Tree Conservation Report(s) prepared for each phase of the subdivision. Tree permit(s) will be issued at the time of the registration of each phase of the subdivision development for the removal of trees located in that phase. A tree permit is required for any early servicing and will be restricted only to those trees affected by the early servicing.	
69.	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
70.		The Owner agrees that no clearing of vegetation shall occur between April 15 and August 15, unless a qualified biologist has determined that no bird nesting is occurring within 5 days prior to the clearing. A pre-clearing survey	OTTAWA Planning

		for active stick nests and cavity nests shall also be conducted between April 1 and April 15, in order to identify and protect early-nesting owls and raptors.																
71.		The Owner agrees to contact the Forester, Planning, Development and Building Services to advise when tree removal will occur on each phase of the subdivision at least two (2) business days in advance of the removal.	Ottawa Planning															
		<u>Parks</u>																
72.	P1	In accordance with the <i>Planning Act</i> and the City of Ottawa Parkland Dedication By-law, the Owner shall: a) convey Blocks 124 and 116 together with cash-in-lieu of parkland on the subject lands within Ward 6 such value of the land to be determined by the City's Realty Services Branch. b) The Applicant shall be responsible for any appraisal costs incurred by the City; all to the satisfaction of the General Manager, Recreation, Cultural and Facility Services Department.	OTTAWA Parks															
73.	P2	The Owner covenants and agrees that Blocks 124 and 116 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. The Owner covenants and agrees that the parkland dedication requirement has been calculated at a rate of: a) One hectare per 300 units (residential >18units/ha), 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 b) 2% of the gross land area (commercial +industrial) The following table represents the total development and parkland dedication within Kanata West Lands to-date, including this Subdivision (“Phase 2” for the Purposes of parkland tracking), <table><tr><th>Phase</th><th>Land Use</th><th>Rate</th><th>Required (ha)</th><th>Dedicated (ha)</th></tr><tr><td>1</td><td>Low-rise Residential (308 units)</td><td>1 ha per 300 units</td><td>1.027</td><td>0.479 ha (Block 28 on Plan 1675)</td></tr><tr><td></td><td>Medium Density</td><td>10%</td><td>0.074</td><td>0.099 ha (Block 34 on Plan 4M-1675)</td></tr></table>	Phase	Land Use	Rate	Required (ha)	Dedicated (ha)	1	Low-rise Residential (308 units)	1 ha per 300 units	1.027	0.479 ha (Block 28 on Plan 1675)		Medium Density	10%	0.074	0.099 ha (Block 34 on Plan 4M-1675)	OTTAWA Parks
Phase	Land Use	Rate	Required (ha)	Dedicated (ha)														
1	Low-rise Residential (308 units)	1 ha per 300 units	1.027	0.479 ha (Block 28 on Plan 1675)														
	Medium Density	10%	0.074	0.099 ha (Block 34 on Plan 4M-1675)														

		Residential (0.737 ha)			
		Commercial (1.467 ha) Block 1 on Plan 4M-1675	2%	0.029	
	2	Low-rise Residential (383 units)	1 ha per 300 units	1.277	0.431 ha (Block 124)
		Medium Density Residential (3.752 ha)	10%	0.375	0.973 ha (Block 116)
		Institutional (2.946 ha) Block 120	2%	0.059	
		Total		2.841	
		Parkland Dedicatio n Provided			1.982
		Cash-in- lieu of Parkland Required			0.859
		The Applicant shall be responsible for any appraisal costs incurred by the City to determine the value of the cash-in-lieu of parkland; all to the satisfaction of the General Manager, Recreation, Cultural and Facilities Services Department.			
74.	P3A	The Owner acknowledges and agrees to design and construct the parkland, identified as Block 116, 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(s). 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 this park(s) will be in accordance with the rate per hectare and indexing rate utilized for park development by the City at the time of registration of each phase of development. Additionally, the per hectare amount for design and construction that would be owing for Block 124 will be transferred to the budget and used to design and construct Block 116.			
		OTTAWA Parks			

		The Owner shall submit a cost estimate for the Block 124 Base Park Improvements in Clause P3B below. The cost for the Base Park Improvements will be subtracted from the per hectare amount for design and construction that would have been owing for Block 124 and transferred to the budget to construct Block 116. Park review and inspection fees for both Blocks 116 and Block 124 will apply. 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.	
75	P3B	The Owner acknowledges and agrees to provide Base Park Improvements to the parkland identified as Block 124 The Base Park Improvements will include the following: (a) demolition, removal and disposal of all existing materials, structures and foundations; (b) grading (including cut and/or fill) where necessary to bring the Park Land to site plan grades and to provide positive surface drainage, in accordance with the approved Grading and Drainage Plan; (c) topsoil supply and placement, minimum of 150 mm; (d) seed and/or sod #1 nursery grade or equivalent value; All of the aforementioned are to the satisfaction of the General Manager, Recreation, Cultural and Facility Services Department.	
76.	P4	All Owner obligations associated with the Park Blocks 116 and 124 must be completed to the satisfaction of the General Manager, Recreation, Cultural and Facility Services Department: a) within two years of registration of the phase in which they are located. If the Park Block(s) is not tendered and under construction within two years of registration, the Owner agrees that the park development budget shall be based on the park development rate per hectare in effect at the time of the commencement of the park construction and that the Owner is required to pay the applicable Park Development rate for the current year that the park is to be built and those funds will be added to the park budget for construction.	OTTAWA Parks
77.	P5	The Owner acknowledges and agrees that no stormwater management facilities, encumbrances such as retaining walls, utility lines or easements	OTTAWA Parks

		of any kind shall be located on, or in front of, dedicated park blocks without the written approval of the General Manager, Recreation, Cultural and Facility Services Department.	
78.	P6	The Owner acknowledges and agrees that any encumbrances which are not solely for the benefit of the park, such as retaining walls, utility lines or easements of any kind on lands, or portion thereof encumbering the design and function of Park Blocks 116 and 124 must be approved by the General Manager of Recreation, Culture and Facility Services Department, and will not form part of the <i>Planning Act</i> parkland dedication requirements.	OTTAWA Parks
79.	P7	The Owner agrees the Park Blocks 116 and 124 must be fully developable for its intended use based on a geotechnical report. If any constraints to development of the park block(s) are found the measures necessary to mitigate the constraints and to provide a subgrade suitable for the intended park(s) uses as identified in the Facility Fit Plan, or if a Facility Fit Plan has not yet been prepared for intended park uses as identified by Parks planning staff, will be undertaken by the Owner. The Owner is solely responsible for the costs of any necessary mitigation measures in addition to the Park Budget. All of the aforementioned are to the satisfaction of the General Manager, Recreation, Cultural and Facility Services Department.	OTTAWA Parks
80.	P8	Once a Facility Fit Plan is submitted for Block 116 and after tree protection fencing has been installed accordingly, both as approved by the General Manager, Recreation, Cultural and Facility Services Department, the Owner may remove vegetation, trees and topsoil from the park(s) to facilitate rough grading of the area. The Owner agrees that the Owner may stockpile the topsoil either on or off the park(s). If the removal of the native topsoil is required, the Owner agrees to provide replacement topsoil at a sufficient depth and quality for the park(s) as per City Standards for park topsoil. All work shall proceed in accordance with the applicable By-laws.	OTTAWA Parks
81.	P9	The City acknowledges and agrees that the Owner may use the Park(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 future excess soils regulation, as amended. The Owner agrees contaminated soils shall not be stockpiled on future park areas. The Owner agrees to provide to the City documentation of the source and quality of the soils temporarily stored on the future park areas.	OTTAWA Parks

		The Owner acknowledges and agrees that in the event that the Owner chooses to use the parkland for stockpiling or staging, once this use of the parkland is completed, all materials will be removed from the parkland and a geotechnical report by a qualified and licensed engineer or geoscientist will be submitted. The geotechnical report shall confirm that the subgrade is suitable for its intended use and that no contaminants have been deposited on the parkland. The geotechnical report must indicate the level of soil compaction on the site and conform to City Standards, to the satisfaction of the General Manager, Recreation, Cultural and Facility Services Department. The Owner agrees that any remediation required to the parkland as result of the owners use of the parkland will be at the Owner's expense and will be in addition to the estimated park budget calculated at the per hectare rate as indexed and such remediation work shall be completed to the satisfaction of the General Manager, Recreation, Cultural and Facility Services Department.	
82.	P10	The Owner further agrees to prepare and submit upon registration, for approval all park plans and documents required as noted in the Park Development Manual 2017 based on the approved Facility Fit Plan, all to the satisfaction of the General Manager, Recreation, Cultural and Facility Services Department.	OTTAWA Parks
83.	P11	a) Any fill imported to the Park Blocks 116 and 124 must be conducted in accordance with the future 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. b) Copies of all records related to all soils imported to the future park areas must be provided to the City. It is the responsibility of the Owner to fill and rough grade the park where necessary, with clean earth borrow, compacted and leveled within the park block accordingly, to provide for positive surface drainage as per the City Standards for Park Fill and rough grading as per the approved subdivision grading plan. All at the expense of the Owner. All works and fill materials are to be approved by the General Manager, Planning, Development and Building Services Department prior to being placed on site.	OTTAWA Planning Parks
84.	P12	For Park Block 116, it is the responsibility of the Owner to undertake final grading of the park block as per the park working drawings /grading and drainage plan. This final grading will be covered by the park budget to a maximum of 10% of the park construction cost. Additional grading beyond	OTTAWA Planning Parks

		10% of park construction cost will be at the Owner's expense. All works and design drawings are subject to the approval of the General Manager, Recreation, Cultural and Facility Services Department and the General Manager, Planning, Development and Building Services Department. Unless otherwise specified the Owner shall provide the following services and utilities to Park Block 116: a) A 300mm diameter storm sewer and CB/MH at 2m inside the park property line. b) A 50mm diameter water line complete with standpost at 2m inside the park property line. A city standard park water vault chamber, standard detail W31.1 latest version, must also be installed as part of parks water works. The park water vault will be funded from the park budget. Co-ordination of all park water works including water vault and meter installation is an Owner responsibility. c) 150mm diameter sanitary sewer and MH at 2m inside the park property line. d) A 120/240 volt, 200 amperes single phase hydro service at 2m inside the park property line. The Owner is responsible for making all arrangements and coordinating the connection of the new hydro (electrical) service, including costs and inspections, with the respective hydro (electricity) agencies. The Owner is also responsible to ensure the park electricity service(s) is included on the approved CUP drawings.	
85.	P13	The Owner shall install fencing of uniform appearance and quality, with a minimum height of five feet (5') (1.5m) along the common boundary of all residential lots and other lots which abut Park Blocks. Fences shall be installed 0.15m on the park property side of the common property line, and the location of the fence shall be verified by an Ontario Land Surveyor. All fences must adhere to the City's fence By-law 2003-462. Fence materials will be of commercial grade and consist of 6-gauge black vinyl coated chain link material and black powder coated schedule 40 pipe rails and posts or an approved alternative.	OTTAWA Parks
86.	P14	No access from private property to passive public property will be allowed. The Owner shall place the following clause in each Agreement of Purchase and Sale and shall be registered as a notice on title in respect of all Lots and Blocks: "The Transferee for himself, his heirs, executors, administrators, successors and assigns acknowledges being advised that gates accessing public property are not permitted in the fences."	OTTAWA Parks

87.	P16	The Owner shall include a clause in each Agreement of Purchase and Sale and shall be registered as a notice on title in respect of all Lots and Blocks which shall provide notification to all purchasers of lands within the Subdivision that parkland within this subdivision and/or already existing in the vicinity of the subdivision may have (select as appropriate): a) active hard surface and soft surface recreational facilities b) active lighted sports fields and other lit amenities c) recreation and leisure facilities d) potential community centre e) library f) day care g) other potential public buildings/facilities.	OTTAWA Parks
88.	P17	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.	OTTAWA Parks
89.	P18	The Owner acknowledges and agrees that, following registration of this agreement, all park blocks will be transferred to the City. Notwithstanding said transfer, the Owner acknowledges and agrees that, prior to the assumption of the park by the City, the owner will retain all liability for the transferred blocks and that said transfer will in no way exonerate the Owner from its responsibility to design and construct the park pursuant to the terms of this agreement.	OTTAWA Parks
90.	P21	The Owner acknowledges and agrees to erect on the park block(s) at a location selected by the General Manager, Recreation, Cultural and Facility Services a professionally painted sign indicating: Future Parkland No Dumping No Removal of soils or Vegetation All at the expense of the Owner	OTTAWA Parks
91.	P22	Upon registration of the subdivision and transfer of ownership of the park block to the city, the Owner agrees to provide: • 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,	OTTAWA Parks

		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.	
92.	P23	The Owner acknowledges and agrees that no work within the ROW in front of, or around, any boundary of the park will be a park cost. All ROW work including, tree planting, topsoil and sod, and all hard surface work will be at the Owners' expense. Where a park plaza or landscape feature extends into the ROW as a continual element of the park development, this work may be considered park work at the discretion of the General Manager, Recreation, Cultural and Facility Services.	OTTAWA Parks
93.	P24	The Owner and the General Manager of Recreation, Culture and Facility Services may, if it is mutually beneficial to both parties, enter into an agreement whereby the Owner will provide funding (+HST) to the City for the design and the construction of the park block(s). The City will proceed to design and construction of the park as per the typical city-build park process as described in the Parks Development Manual. The timing of the park construction will be at the discretion of the City. 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) plus a 5% administrative fee for City forces to execute the project. The funding for park works will be paid to the city at the time of registration for the phase of development, which includes the park block. All standard subdivision conditions associated with the park, including, but not limited to: fencing, fill and rough grading, tree removal and services stubbed to within 2.0 m inside the park block(s) will remain a subdivision cost to be covered by the Owner separate from the park funding.	OTTAWA Parks
		<u>Environmental Constraints</u>	
94.	EC1	The Owner agrees prior to registration to prepare an Integrated Environmental Review and/or an Environmental Impact Statement, in accordance with the policies of the Official Plan, to the satisfaction of the General Manager, Planning, Development and Building Services Department.	OTTAWA Planning CA
95.	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	OTTAWA Planning

		impacts and recommended mitigation measures that may be required as a result of changes to the draft plan, changes in the regulatory context with respect to species at risk, or changes in the known environmental context of the site. This update shall be to the satisfaction of the General Manager, Planning, Development and Building Services Department.	
96.	EC3	The Owner shall implement the mitigation and monitoring measures stated in the Stormwater Site Management Plan and Erosion and Sediment Control Plan, and any addendums to this report to the satisfaction of the City. These measures will be implemented prior to construction and will remain in place during all phases of construction.	OTTAWA Planning
97.	EC11	The Owner shall convey, at no cost to the City, the following lands: Blocks 118, 119, 121 for the Hazeldean Creek corridors, Blocks 122 and 123 and 125 for the Carp River corridor and Block 59 for the Stormwater Management Pond. Final configuration of the Blocks shall be in accordance with the Carp River, Poole Creek and Feedmill Creek Restoration Environmental Assessment, Master Servicing Plan, Class Environmental Assessment, landscape plan, pathway plan, and the slope stability analysis, to the satisfaction of the General Manager, Planning, Development and Building Services Department. These lands shall not be credited towards determining parkland dedication requirements.	OTTAWA Planning CA
98.	EC7	The Owner shall erect protective fencing and sediment and erosion control measures along the setback perimeter of the Carp River and relocated Hazeldean Creek corridors, prior to any site preparation works within the Subdivision to ensure no disturbance of the watercourse during construction to the satisfaction of the Mississippi 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
99.		Upon written request from the City of Ottawa, the Owner agrees to dedicate within 30 days and at no cost to the City, Blocks 118, 119, 121 for the Hazeldean Creek corridors, Blocks 122, 123 and 125 for the Carp River corridor and Block 59 for the Stormwater Management Pond.. Final configuration of the blocks shall be in accordance with the approved Environmental Assessment for the Carp River Restoration Plan, Kanata West Implementation Plan, including the Carp River, Poole Creek and Feedmill Creek Corridor Width Limits Rationale, Third Party Review Report. These lands shall not be credited towards determining parkland dedication requirements.	OTTAWA Planning Legal MVCA
100.	EC12	Where required, the Owner shall prepare, to the satisfaction of the General Manager, Planning, Development and Building Services Department, an	OTTAWA Planning

		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.	CA
101.		The Owner acknowledges and agrees that the holding symbol and associated provisions will remain in effect on any future development lands subject to this draft approval and located within the existing Regulatory (1:100 year) flood plain of the Carp River. The Owner further acknowledges and agrees that all uses, except those that existed on July 11, 2012 are prohibited until such time as the holding symbol is removed. The Owner agrees that the holding symbol can be removed only at such time as the following conditions are met: The Minister of the Environment will have approved the Carp River, Poole Creek and Feedmill Creek Restoration Class EA; The Kanata West Owners Group, or the City, will have commenced Phase 1 of the Carp River Restoration Works; Mississippi Valley Conservation Authority will have issued a permit under Section 28 of the Conservation Authorities Act for the placement and removal of fill in accordance with the Carp River Restoration Plan and EA; Filling of the property and an as-built survey will have been completed to demonstrate that the area is entirely removed from the flood plain; and At all times, the flood storage capacity of the corridor will be maintained at or above existing conditions	OTTAWA Planning MVCA
102.	EC5	The Owner acknowledges that the Carp River and Hazeldean Creek are subject to the Mississippi 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. Written permission is also required prior to any development within MVCA's Regulation Limit. Examples of regulated development	OTTAWA Planning MVCA

		include, but are not limited to, the construction or alteration of buildings or structures, alterations to site grade, and stockpiling of material. Any application received in this regard will be assessed within the context of approved policies for the administration of the regulation.	
103.		The Owner acknowledges that a formal Development, Interference with Wetlands and Alteration to Shorelines and Watercourses Permit will be required in association with any works within the Poole Creek, Hazeldean Creek or Carp River corridors.	OTTAWA Planning MVCA
104.	EC8/ EC9	The Owner acknowledges that any proposed works within the Hazeldean Creek Corridor adjacent to the subject lands will need to comply with the requirements of the Fisheries Act and avoid causing serious harm to fish unless the Minister of the Department Fisheries and Oceans (DFO) has provided authorization. The Owner shall complete the DFO self-assessment and provide the City with a copy of the completed Request for Review (RfR) and DFO response. Should DFO indicate that serious harm to fish cannot be avoided and the project is not exempted from DFO review then a Fisheries Act authorization indicating approval shall be provided to the City prior to commence work, early servicing or registration.	OTTAWA Planning
105.	EC10	The Owner agrees that no in-stream works will occur within any watercourse between March 15 and July 15 of any given year. Any timing windows identified on Conservation Authority permits or Ministry of Natural Resources and Forestry work permits may differ and will take precedence.	OTTAWA Planning CA
		<u>Schools</u>	
106.	SC1	The Owner acknowledges and agrees to reserve Block 120 on the draft plan of subdivision as an elementary school site for the Ottawa-Carleton District School Board. The final size, configuration and servicing for the school site shall be to the satisfaction of the Ottawa-Carleton District School Board and the General Manager, Planning, Development and Building Services Department.	OCDSB
107.	SC2	The Owner agrees to enter into a legal agreement with the Ottawa-Carleton District School Board for the reservation of the designated school site known as Block 120 on the draft plan of subdivision for a period of up to seven years from the date of registration of the plan which contains the school site.	OCDSB
108.		The Owner agrees to neither deposit nor permit to be deposited fill, debris, building materials or equipment, nor allow vehicle access for any purpose on the designated school block lands, and shall neither remove nor permit to be removed any fill, top soil, trees or shrubs from the said lands without the express written concurrence of the Ottawa-Carleton District School Board.	OCDSB

109.		The Owner agrees to inform prospective purchasers that school accommodation pressures exist in the Ottawa-Carleton District School Board schools designated to serve this development, which are currently being addressed by the utilization of portable classrooms and/or by directing students to schools outside the community.	OCDSB
110.		No uses, such as, but not limited to: stormwater ponds or utility lines or easements, or any kind shall be located on designated school site blocks without the written concurrence of the OCDSB	OCDSB
		<u>Stormwater Management</u>	
111.	SW1	The Owner shall provide any and all stormwater reports (list of reports, for example, a Stormwater Site Management Plan in accordance with a Conceptual Stormwater Site Management Plan) that may be required by the City for approval prior to the commencement of any works in any phase of the Plan of Subdivision. Such reports shall be in accordance with any watershed or subwatershed studies, conceptual stormwater reports, City or Provincial standards, specifications and guidelines. The reports shall include, but not be limited to, the provision of erosion and sedimentation control measures, implementation or phasing requirements of interim or permanent measures, and all stormwater monitoring and testing requirements. All reports and plans shall be to the satisfaction of the General Manager, Planning, Development and Building Services Department.	OTTAWA Planning CA
112.	SW2	(a) Prior to the commencement of construction of any phase of this Subdivision (roads, utilities, any off site work, etc.) the Owner shall: i. have a Stormwater Management Plan and an Erosion and Sediment Control Plan prepared by a Professional Engineer in accordance with current best management practices; ii. have said plans approved by the General Manager, Planning, Development and Building Services Department, and iii. provide certification through a Professional Engineer licensed in the province of Ontario that the plans have been implemented. (b) All submissions and any changes made to the Plan shall be submitted to the satisfaction to the City and the (specify Mississippi Valley Conservation Authority. (c) The Owner shall implement an inspection and monitoring plan to maintain erosion control measures.	OTTAWA Planning CA

113.	SW3	On completion of all stormwater works, the Owner agrees to provide certification to the General Manager, Planning, Development and Building Services Department through a Professional Engineer, licensed in the province of Ontario, that all measures have been implemented in conformity with the approved Stormwater Site Management Plan.	OTTAWA Planning
114.		Prior to the registration, or the making of an application for a Ministry of Environment Certificate of Approval for any stormwater works, whichever event first occurs, the Owner shall prepare a Stormwater Site Management Plan in accordance with Carp River Watershed Subwatershed Study, conceptual stormwater reports, Kanata West Master Servicing Study, Third Party Review Report, Kanata West Implementation Plan, City or Provincial standards, specifications and guidelines. The Stormwater Site Management Plan shall identify the sequence of its implementation in relation to the construction of the subdivision and shall be to the satisfaction of the General Manager, Planning Development and Building Services and the Mississippi Valley Conservation Authority	OTTAWA Planning MVCA
115.		The Owner agrees that the development of the Subdivision shall be undertaken in such a manner as to prevent any adverse effects, and to protect, enhance or restore any of the existing or natural environment, through the preparation of any storm water management reports, as required by the City. All reports are to be approved by the General Manager, Planning, Development and Building Services Department prior to the commencement of any Works.	OTTAWA Planning
116.	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, Development and Building Services Department of the City of Ottawa prior to undertaking any grading alterations.”	OTTAWA Legal
117.		The Owner(s) shall provide to the City 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 the Carp River Watershed Subwatershed Study,	OTTAWA Planning MVCA

		conceptual stormwater reports, Kanata West Master Servicing Study, Third Party Review Report, Kanata West Implementation Plan, City or Provincial standards, specifications and guidelines. The reports shall include but are not limited to, the provision of erosion and sedimentation control measures, implementing or phasing requirements for both interim and permanent measures, all stormwater monitoring and testing requirements and be to the satisfaction of the Mississippi Valley Conservation Authority and the General Manager, Planning, Development and Building Services.	
118.		The Owner(s) acknowledges and agrees that commencement of any Works within any phase of the Plan of Subdivision shall not be permitted until such time as the required stormwater management measures have been designed and approved by the City and any other approval agency, the implementation plan has been approved or that the stormwater facility has been constructed to the satisfaction of the General Manager, Planning, Development and Building Services.	OTTAWA Planning MVCA
119.		The Owner acknowledges that any development, including fill placement, within the Regulation Limit of the Carp River, requires approval from MVC under Ontario Regulation 153/06 prior to the start of work.	OTTAWA Planning MVCA
120.		The Owner shall implement a monitoring/implementation program consistent with the Kanata West Implementation Plan and satisfactory to the City, Mississippi Valley Conservation and the Ministry of the Environment and shall submit regular reports of the findings of the monitoring/implementation program to the City, Mississippi Valley Conservation and the Ministry of the Environment for review. Should the results of the monitoring/implementation plan not meet approved performance standards, the owner shall halt all construction until the City, Mississippi Valley Conservation and the Ministry of the Environment are satisfied that a solution can be found. The owner shall post securities to guarantee the foregoing.	OTTAWA Planning MVCA
121.		The Owner shall maintain the stormwater management pond in accordance with the recommendations of the final approved Stormwater Management Report, and the Environmental Compliance Approval(s) and to the satisfaction of the General Manager, Planning and Growth, until such time as the stormwater management pond 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 pond until a minimum of 80% of the tributary area of the pond is constructed and occupied, or at an earlier agreed upon date, to the satisfaction of the General Manager, Planning, Development and Building Services.	OTTAWA Planning

		<u>Sanitary Services</u>	
122.	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, Development and Building Services Department.	OTTAWA Planning
123.	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, Development and Building Services Department.	OTTAWA Planning
124.	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: 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
125.		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, as referred to in the approved plans, the City shall, 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 the approval of a Plan of Subdivision for such land by the City, the amount of which shall be determined by the General Manager, Planning, Development and Building Services.	OTTAWA Planning
126.		The Owner agrees that all purchase and sale agreements for the whole or any part of a lot/block for lands upon shall contain the following clause which	OTTAWA Planning

		shall be incorporated in all Transfers/Deeds from the Owner so that the clauses shall be covenants running with the lands for the benefit of the lands in the Subdivision: "The Transferee for himself, his heirs, executors, administrators, successors and assigns covenants and agrees that there may be infrequent occurrences of unpleasant odors emanating from the Kanata West Wastewater Pumping Station located adjacent to Maple Grove Road."	
		<u>Water Services</u>	
127.	W1	The Owner agrees to design and construct all necessary watermains and the details of water servicing and metering for the lots abutting the watermains within the subject lands to the satisfaction of the General Manager, Planning, Development and Building Services. The Owner shall pay all related costs, including the cost of connection, inspection and sterilization by City personnel, as well as the supply and installation of water meters by the City.	OTTAWA Planning
128.	W2	The Owner shall prepare, at its cost, a hydraulic network analysis of the proposed water plant within the Plan of Subdivision and as it relates to the existing infrastructure. This analysis shall be submitted for review and approval to the General Manager, Planning Development and Building Services as part of the water plant design submission.	OTTAWA Planning
129.	W6	The Owner acknowledges and agrees not to apply for, nor shall the City issue, building permits for more than 50 dwelling units (or the equivalent) where the watermain for such units is not looped. Any unit serviced by a looped watermain that is not looped shall be required to have sufficient fire protection, to the satisfaction of the General Manager, Planning, Development and Building Services.	OTTAWA Planning
130.		The details for water servicing and metering shall be to the satisfaction of the General Manager, Planning, Development and Building Services. The Owner shall pay all related costs, including the cost of connections and the supply and installation of water meters by City personnel.	OTTAWA Planning
131.		Upon completion of the installation of all watermains, hydrants and water services, the Owner shall provide the City with Mylar(s) of the "as-built" plan(s), certified under seal by a Professional Engineer, showing the location of the watermains, hydrants and services. Furthermore, the Owner shall provide the "as-built" information and the attribute data for the water plant installation in a form that is compatible with the City's computerized systems.	OTTAWA Planning

132.		The Owner agrees to construct and install all services in all the streets and offsite locations identified below and, where applicable, oversized services shall be constructed and installed in accordance with the conditions and City Specifications and approved reports.	OTTAWA Planning
133.		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, Development and Building Services.	OTTAWA Planning
134.		The Owner acknowledges and agrees that no services shall be tapped into the new watermain until the disinfection has been successfully completed and the watermain has been placed in service by the City.	OTTAWA Planning
135.		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
136.		The Owner acknowledges and agrees that the details of services and meters for the lots abutting the watermain shall be to the satisfaction of the General Manager, Planning, Development and Building Services. The Owner shall pay all related costs, including the cost of connections and the supply and installation of water meters.	OTTAWA Planning
137.		The Owner acknowledges and agrees to install triple outlet fire hydrants and watermains in accordance with City specifications. The Owner further acknowledges and agrees to ensure that all hydrants shall be maintained accessible, and shall be in good operating condition at all times to the satisfaction of the General Manager, Planning, Development and Building Services. In the event that any hydrants are not operational, then the Owner shall clearly label these hydrants as out of service.	OTTAWA Planning
		<u>Serviced Lands</u>	
138.	SL1	The Owner shall be responsible for the provisions of the following works, including oversizing and over depth (where appropriate), at its cost, in accordance with plans approved by the General Manager, Planning, Development and Building Services Department, and/or the Province: a. Watermains; b. Sanitary Sewers; c. Storm Sewers; d. Roads and traffic plant(s); e. Street Lights; f. Sidewalks; g. Landscaping;	OTTAWA Planning

		h. Street name, municipal numbering, and traffic signs; i. Stormwater management facilities; and j. Grade Control and Drainage.	
139.	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
140.	SL3	The Owner agrees to provide services oversized and over depth to service lands beyond the limits of the subdivision as required and to the satisfaction of the General Manager, Planning, Development and Building Services Department.	OTTAWA Planning
141.	SL4	The Owner shall not be entitled to a building permit, early servicing, or commencement of work construction until they can demonstrate to the satisfaction of the General Manager, Planning, Development and Building Services that there is adequate road, sanitary, storm, and watermain capacity.	OTTAWA Planning
142.		The Owner shall construct a water, wastewater and stormwater system, including lot services from the water, wastewater and stormwater systems to the street line inclusive of all appurtenances to service the lands in the Subdivision according to the design and City Specifications and Standards. The Owner shall maintain such water, wastewater and stormwater systems, including clearing of any blockages, until the City grants acceptance of the systems. The construction and installation of all such systems shall be subject to the approval of the General Manager, Planning, Development and Building Services. All systems shall be constructed to an outlet according to the approved designs. All systems shall be of sufficient size, depth and at locations within the limits of the Subdivision, or on adjacent road allowances, to service lands outside the Subdivision which will, in the opinion of the General Manager, Planning, Development and Building Services, require the use of the Subdivision water, wastewater and stormwater systems as trunk services. All Water Plant that provides any active water service to a resident must be operated solely by the City.	OTTAWA Planning
143.		The Owner agrees to pay in full, all watermain frontage charges applicable to this subdivision development prior to the connection to municipal watermain.	OTTAWA Planning
144.		The Owner shall submit detailed grading and drainage plans, servicing plans, and reports, prepared by a Professional Engineer, for review and approval. All plans and reports shall be to the satisfaction of the General Manager, Planning, Development and Building Services.	OTTAWA Planning

		The Owner shall implement the aforementioned plans and reports as approved by the General Manager, Planning, Development and Building Services.	
145.		The Owner agrees that approval of any subdivision servicing or servicing works required to service the Plan of Subdivision, shall be in accordance but not limited to, the Kanata West Implementation Plan and Kanata West Master Servicing Study, Carp River Watershed Subwatershed Study, conceptual stormwater reports, Kanata West Master Servicing Study, Third Party Review Report, Kanata West Implementation Plan, City or Provincial standards, specifications and guidelines and to the satisfaction of the City.	OTTAWA Planning
146.		The Owner agrees that if Interim Servicing is required, an Interim Servicing Report will be prepared to the satisfaction of the City and in accordance with the Kanata West Implementation Plan, Kanata West Master Servicing Study and the Third Party Report.	OTTAWA Planning
147.		The Owner acknowledges and agrees that commencement of construction of any phase, timing of any phasing, release of Building Permits and registration for any phase, shall be determined by, but not limited to, the following: Design and Approval of a Storm Water Management Pond; Design and Approval of Water and sanitary sewer servicing; and Current available capacity of the Kanata West sanitary pumping station, to the discretion of the General Manager, Planning, Development and Building Services.	OTTAWA Planning
		<u>Grading</u>	
148.	GD1	The Owner acknowledges and agrees to grade, landscape and install erosion control measures on any portion of the proposed lots or adjacent lands in the possession of the Owner which have been filled or where the natural vegetation has been disturbed which, in the opinion of the General Manager, Planning, Development and Building Services, is creating a nuisance.	OTTAWA Planning
149.	GD2	The Owner shall have topographical surveys completed beyond the boundaries of rear and side yards of lots adjacent the new proposed lots for the purposes of drainage water control. This shall be to the satisfaction of the General Manager, Planning, Development and Building Services Department. The developer shall obtain all necessary access permission to carry out this work at his cost.	OTTAWA Planning

150.	GD3	The Owner shall submit detailed grading and drainage plans for this subdivision, prepared by a Civil Engineer licensed in the Province of Ontario, to the General Manager, Planning, Development and Building Services Department.	OTTAWA Planning
151.	GD4	The Owner shall retain the services of a Civil Engineer or Ontario Land Surveyor to certify to the City of Ottawa that the final lot grading is within 0.1 metres of the approved grades on the grading and drainage plan.	OTTAWA Planning
152.	GD5	The Owner shall have a Civil Engineer or Ontario Land Surveyor certify the elevation of the top of footings prior to completion of the foundation walls, and the Owner shall remove said footing if found to be out by more than 0.1 metre from the approved design grading plan. Said elevation shall be submitted by the Civil Engineer or Ontario Land Surveyor to the General Manager, Planning, Development and Building Services Department for approval prior to the completion of the foundation walls.	OTTAWA Planning
153.	GD6	The Owner shall submit an as-built grading plan showing actual ground elevations to geodetic datum at front, rear and side of house, driveway at curb and at garage, all lot corners, swale, inverts, terraces and top and bottom of retaining walls. The grades must be taken under the supervision of a Civil Engineer or Ontario Land Surveyor.	OTTAWA Planning
154.	GD7	The Owner agrees, that those works which have been designed and constructed by the Owner as part of their registered subdivision agreement shall be entitled to repayment, provided that the works are identified works in the City of Ottawa's 2019 Development Charges By-Laws (2019-156) in accordance with the City of Ottawa's approved Front Ending Policy and subject to budget approval of the required expenditure by City Council in the year in which it is approved.	OTTAWA Planning
155.	GD8	The Owner shall acknowledge the following conditions as related to Building Permits: Prior to placement of Granular "A" road bedding, the Owner shall acquire approval of the City to ensure that Granular "B" materials are not contaminated. The above shall also apply prior to placement of base course asphalt as it relates to approval of the Granular "A" materials. The Owner shall not demand of the City to issue, nor shall anyone claiming title from it or under its authority, demand of the City to issue, one or more building permits to construct any building or other structure on any lot or block on the Site until: a) All roads on the Site have been connected to a public street;	OTTAWA Planning

		b) Access for fire fighting equipment has been provided to each building by means of a street or private roadway, which shall be designated and posted to the satisfaction of the General Manager, Planning, Development and Building Services Department and Fire Chief; c) The access route has been surfaced with concrete, asphalt, or Granular "A" base capable of permitting accessibility under all climatic conditions and is continuously maintained so as to be immediately ready for use by the Emergency and Protective Services Department vehicles or any other vehicles in the event of an emergency, and d) The City has approved, where applicable, a site plan, a grading plan, a composite utility plan and a design plan for the proposed building or structure	
		Utilities	
156.	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
157.		The Owner agrees to provide a composite utility plan for the subdivision. Such plan shall be to the satisfaction of the General Manager, Planning, Development and Building Services Department.	OTTAWA Planning
158.		The Owner shall agree in the agreement, in words satisfactory to Bell Canada, to grant to Bell Canada any easements that may be required for telecommunication services. Easements may be required subject to final servicing decisions. In the event of any conflict with existing Bell Canada facilities or easements, the owner/developer shall be responsible for the relocation of such facilities or easements.	Bell Canada
159.		The Owner acknowledges that a blanket easement is required for the townhouses. The Owner further agrees to provide the blanket easement satisfactory to Bell Canada.	Bell Canada

160.		The Owner agrees to transfer such new easements and maintenance agreements as are deemed necessary by Rogers Communication Partnership (RCP), to service this subdivision, to the satisfaction of RCP and that of the appropriate authority and at no cost to RCP. The owner also agrees to ensure that these easement documents are registered on title immediately following registration of the final plan, and the affected agencies duly notified.	Rogers
161.		The Owner agrees that the application be required, in the Subdivision Agreement, to 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
162.		The Owner agrees with Rogers Communications Partnership to arrange and pay the cost of relocation of any existing services which is made necessary because of this subdivision, to the satisfaction of the authority having jurisdiction.	Rogers
163.		The developer is responsible for preparing a composite utility plan that allows for the safe installation of all utilities, including required separation between utilities.	Enbridge
164.		The Owner acknowledges that streets are to be constructed in accordance with composite utility plans previously submitted and approved by all utilities.	Enbridge
165.		The developer shall grade all streets to final elevation prior to the installation of the gas lines and provide Enbridge Gas Distribution Inc. with the necessary field survey information for the installation of gas lines.	Enbridge
166.		It is understood that the natural gas distribution system will be installed within the proposed road allowance. In the event that this is not possible, easements will be provided at no cost to Enbridge Gas Distribution Inc.	Enbridge
167.	H1	The Owner shall comply with Hydro Ottawa's Conditions of Service and thus should be consulted for the servicing terms. The document, including referenced standards, guidelines and drawings, may be found at www.hydroottawa.com/development/ . The Owner should consult Hydro Ottawa prior to commencing engineering designs to ensure compliance with these documents.	Hydro Ottawa
168.	H3	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	Hydro Ottawa

		design, timeline for installation and cost; this includes any proposed overhang encroachment into the 3m-setback space.	
169.	H6	The Owner may be responsible for a Capital Contribution payment(s) towards a distribution system expansion, if the proposed development requires electrical servicing greater than can be provided by the existing distribution system in the vicinity, either in capacity or in extension limit. This amount shall be in accordance with Hydro Ottawa's Contributed Capital Policy and Conditions of Service.	Hydro Ottawa
170.	H7	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
171.	H9	The Owner acknowledges and agrees that prior to commencing Works identified within the Draft Plan; it shall confirm the proposed development is sufficiently serviced by all necessary utilities. The Owner further agrees to comply with all relevant and existing utility Conditions of Service, construction processes and guidelines. The Owner further agrees it shall be responsible for engaging the providers of any necessary utilities to determine servicing for the proposed development and that it shall be responsible for all costs relating to the relocation, placement and/or upgrade of existing or future utility infrastructure for the proposed development. The Owner shall be required to demonstrate to the satisfaction of the General Manager, Planning, Development and Building Services that sufficient utility servicing and infrastructure exist to service the proposed development and that communication / telecommunication infrastructure facilities are available, at a minimum, for the delivery of emergency management services. 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. Should any lands owned or proposed to be owned by the City be encumbered as a result of these conditions, the Owner shall bear the sole responsibility and costs associated with correcting such actions, including but not limited to the conveyance of additional lands, the relocation of any such easements or infrastructure as may be deemed appropriate by the General Manager, Planning, Development and Building Services.	

172.	H10	Prior to commencement of any construction activities, the Owner shall inform Hydro Ottawa of any acute shock construction process or rubberization to be used during construction and apply Hydro Ottawa's work procedure UDS0022 "Protecting Electrical Distribution Underground Plant & Support Structures from Acute Shock Construction Processes". The Owner shall be responsible for any damage to Hydro Ottawa distribution assets.	Hydro Ottawa
173.	H13	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
174.	H14	The Owner is advised that there are overhead medium voltage overhead lines along Maple Grove Road. The Owner shall ensure that no personnel or equipment encroaches within three metres (3.0m) of the Hydro Ottawa overhead medium voltage distribution lines, unless approved by Hydro Ottawa. The Owner shall contact Hydro Ottawa prior to commencing work when proposing to work within 3.0m of the Hydro Ottawa distribution lines as noted above. No such work shall commence without approval of Hydro Ottawa.	Hydro Ottawa
175.	H15	The Owner shall ensure that no permanent structures are located within the "restricted zone" defined by Hydro Ottawa's standard OLS0002, which can be found at www.hydroottawa.com/development/ . The "restricted zone" surrounds overhead medium voltage pole lines, consisting of a five-meter (5m) radial distance from overhead medium voltage conductors, and a two-meters (2m) distance from a vertical line drawn from the conductors to ground level along, the length of the pole line. This standard complies with the requirements of the Ministry of Labour's Occupational Health & Safety Act, the Building Code and the Ontario Electrical Safety Code.	Hydro Ottawa
176.	H16	The Owner and its agents shall arrange for an underground electricity cable locate by contacting Ontario One Call at 1-800-400-2255, not less than seven (7) working days prior to excavating. There shall be no mechanical excavation within 1.5m of any Hydro Ottawa underground plant unless the exact position of plant is determined by hand digging methods. Direct supervision by Hydro Ottawa forces, and protection or support of the underground assets shall be at the Owner's expense.	Hydro Ottawa

177.		The Owner acknowledges that Hydro Ottawa may require servicing this subdivision by means of underground wiring, thus any other underground work must be coordinated. At least 14-weeks are needed from receipt of the Owner's deposit to start the material purchase and scheduling of the work.	Hydro Ottawa
178.		The Owner shall make arrangements for space within the proposed roadways and lots for the installation of power distribution equipment. Such arrangements shall be subject to approval by Hydro Ottawa.	Hydro Ottawa
179.		The Owner may be required to enter into an Electrical Servicing Agreement with Hydro Ottawa Limited, to the satisfaction of Hydro Ottawa	Hydro Ottawa
180.		The Owner acknowledges that a 3-phase electrical servicing may be required. The Owner shall consult with Hydro Ottawa prior to construction to determine size of electrical services and the minimum road cross sections required to install the associated Hydro Ottawa electrical distribution equipment.	Hydro Ottawa
181.		The Owner acknowledges and agrees that the required road widening of Maple Grove Road has been considered which will require relocation of existing Hydro Ottawa plant along the south side of the road. The owner is advised that Hydro Ottawa may need additional easements as may be required by this relocation.	Hydro Ottawa
182.		The Owner shall consult with Hydro Ottawa prior to construction regarding phasing of the development. Temporary pole lines may be needed to be constructed at the developers cost to service the internal development.	Hydro Ottawa
183.		The Owner shall apply Hydro Ottawa's standards and City approved road cross-section standards for subdivisions.	Hydro Ottawa
184.		Prior to construction, the Owner shall ensure that setbacks along the public right-of-ways meet Hydro Ottawa's requirements to install electrical distribution equipment within those right-of-ways.	Hydro Ottawa
		<u>Canada Post</u>	
185.		The Owner agrees to consult with Canada Post to determine suitable permanent locations for the Community Mail Boxes. The Owner agrees to then indicate these locations on the appropriate servicing plans.	Canada Post
186.		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

187.		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 Owner 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
188.		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
189.		The Owner agrees to provide the following to each Community Mail Box site and to include these requirements on the appropriate servicing plans: Any required walkway across the boulevard, per municipal standards; and Any required curb depressions for wheelchair access, with an opening of at least two metres (consult Canada Post for detailed specifications).	Canada Post
		<u>Fire Services</u>	
190.		The Owner shall not demand of the City to issue, nor shall anyone claiming title from it or under its authority, demand of the City to issue, one or more building permits to construct any building or other structure on any lots or block in the Subdivision until firebreak lots are designated to the satisfaction of the City's Fire Chief. a) Where townhouse firebreak blocks are required, no construction is to proceed past the first floor deck stage until the adjacent blocks are completed with exterior cladding, windows installed, and roof shingled. b) That the maximum length of townhouses, carriage homes, or row houses, without a break shall be 45 metres and a maximum of seven (7) dwelling units. c) That where single family home firebreak lots are required, no construction is to proceed past the deck stage until the adjacent units are completed with the exterior cladding, windows installed, and roof shingled.	OTTAWA Fire

191.	FUS1	The Owner acknowledges and agrees that if two-hour firewalls, active fire protection measures such as sprinkler systems, and/or minimum building separations are required to comply with the FUS calculation as per the City Design Guidelines for water distribution systems, the Owner shall note any such requirements on the grading plan. The Owner shall, prior to registration, provide certified plans demonstrating the locations of such oversized services and/or oversized plumbing to compensate for low peak hour pressures in the local water distribution system. All are to the satisfaction of the General Manager of Planning, Development and Building Services Department.	OTTAWA Planning
192.	FUS2	The Owner acknowledges and agrees that measures which include, but are not limited to, active fire protection measures such as sprinkler systems, two-hour firewalls that compartmentalize the structure into separate fire areas, and oversized services and/or oversized plumbing shall require the posting of securities to guarantee their installation, prior to registration. The securities will be released upon receiving a letter signed and sealed by a Professional Engineer licensed in the Province of Ontario certifying that construction was carried out in accordance with the approved drawing(s)/plan(s). All are to the satisfaction of the General Manager of Planning, Development and Building Services Department.	OTTAWA Planning
193.		The Owner shall not demand of the City to issue, nor shall anyone claiming title from it or under its authority, demand of the City to issue, one or more building permits, or conditional building permits, to construct any building or other structure on any lots or block in the Subdivision until firebreaks are designated to the satisfaction of the City's Fire Chief. Firebreaks are defined in the City's design guidelines.	OTTAWA Planning Fire
194.	FUS3	The Owner shall insert a clause in each agreement of purchase and sale and shall be registered as a notice on title in respect of all Lots and Blocks wherein the dwelling contains, or intends to contain, a sprinkler system as follows: "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."	OTTAWA Planning
195.	FUS4	The Owner acknowledges and agrees that it shall, in the case of insufficient fire flow availability or excessive water age and loss of water disinfectant residual, provide active fire protection options such as sprinkler systems, two-hour firewalls or fire breaks that compartmentalize the structures into separate fire areas, as may be required, to limit the sizing of crescent, dead-end, and other distribution mains to a nominal size of no more than 200mm. All are to be determined by and to the satisfaction of the General Manager of Planning, Development and Building Services Department.	OTTAWA Planning

		<u>Noise Attenuation</u>	
196.	N1	Prior to Registration, the Owner shall have a Noise Study undertaken related to noise assessment and land use planning with respect to noises generated by moving and stationary sources prepared by a Professional Engineer, licensed in the province of Ontario to the satisfaction and approval of the General Manager, Planning, Development and Building Services Department. The Study shall comply with: 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. The study shall provide all specific details on the methods and measures required to attenuate any noise that exceeds the allowable noise limits in locations as determined by the recommendations of the Noise Assessment Study.	OTTAWA Planning
197.	N2	Where structural mitigation measures are required as a result of the Noise Assessment Study, the Owner shall provide, prior to final building inspection, certification to the General Manager, Planning, Development and Building Services Department, through a Professional Engineer, that the noise control measures have been implemented in accordance with the approved study.	OTTAWA Planning
198.		The Owner agrees that all purchase and sale agreements, and the Deed(s) for the whole or any part of the lot/block on the Plan of Subdivision shall contain the necessary clauses that shall be incorporated in all Transfers/Deeds from the Owner so that the clauses shall be covenants running with the lands in the Subdivision, to the satisfaction of the General Manager, Planning, Development and Building Services.	Ottawa Planning
199.		The Owner agrees to implement all the recommendations, including all mitigation measures, as stipulated in the approved Noise Assessment Study and the Professional Engineer shall provide certification that the prescribed mitigation measures are in accordance with the approved study. The Owner shall provide, prior to final building inspection, certification to the General Manager, Planning, Development and Building Services, through a Professional Engineer, that the mitigation measures have been implemented in accordance with the approved study.	Ottawa Planning

		<u>Archaeology</u>	
200.	ARC1	Where the Owner is required to undertake an archaeological assessment: 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); The Owner agrees to implement the recommendations of the approved assessment, including mitigation, through preservation or removal and documentation of archaeological resources; and The Owner agrees that no site works shall take place until any archaeological resource conservation concerns have been addressed. All of the above noted conditions shall be to the satisfaction of the Ministry of Tourism and Culture and the General Manager, Planning, Development and Building Services Department	OTTAWA Planning and MTCS
		<u>Land Transfers</u>	
201.	LT1	The Owner shall convey, at no cost to the City, all lands required for public purposes, including but not limited to, reserves, road widenings, daylighting triangles, walkway blocks, open space blocks, and lands required for parks (or cash-in-lieu thereof) and for stormwater management. In particular, the Owner agrees to convey the following lands: i. Pathway, Walkway or Servicing Blocks – ii. Open Space Blocks – iii. Watercourses (buffer strips/riparian corridors) - iv. Park Blocks – v. Storm Water Management Blocks – vi. Road Widening Blocks – vii. 0.3 m Reserve Blocks – viii. Daylighting Triangles – ix. Transit Corridors – x. Wetlands –	OTTAWA Planning Legal
202.	LT2	The Owner agrees to convey, at no cost to the City, any easements that may be required for the provision of water and wastewater systems, in addition to underground or overland stormwater drainage systems.	OTTAWA Planning Legal
203.		Upon written request from the City of Ottawa, the Owner agrees to dedicate within 30 days and at no cost to the City Blocks 122, 123 and 125. Final configuration of the Blocks shall be in accordance with the approved Environmental Assessment for the Carp River Restoration Plan, Kanata West Implementation Plan, including the Carp River, Poole Creek and Feedmill Creek Corridor Width Limits Rationale, Third Party Review Report.	OTTAWA Planning Legal

204.		The Owner and the City acknowledge that at the time of draft approval the Kanata West Pumping Station property has been transferred to the City at no cost.	OTTAWA Planning Legal
		<u>Development Charges By-law</u>	
205.	DC1	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.	OTTAWA Planning Legal
206.	DC2	The Owner shall inform the purchaser after registration of each lot or block of the development charges that have been paid or which are still applicable to the lot or block. The applicable development charges shall be as stated as of the time of the conveyance of the relevant lot or block and the statement shall be provided at the time of the conveyance. The statement of the Owner of the applicable development charges shall also contain the statement that the development charges are subject to changes in accordance with the <i>Development Charges Act, 1997</i> and the <i>Education Development Charges Act</i> .	OTTAWA Planning Legal
207.	DC4	The Owner acknowledges that for building permits issued after January 15, 2010, payment of non-residential development charges, excluding development charges for institutional developments, may be calculated in two installments at the option of the Owner, such option to be exercised by the Owner at the time of the application for the building permit. The non-discounted portion of the development charge shall be paid at the time of 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: 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. 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.	OTTAWA Planning Legal

		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. “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.	
		<u>Survey Requirements</u>	
208.	Surv1	The Owner shall provide the final plan intended for registration in a digital format that is compatible with the City’s computerized system.	OTTAWA Planning
209.	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
		<u>Closing Conditions</u>	
210.	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
211.	C2	At any time prior to final approval of this plan for registration, the City may, in accordance with Section 51 (18) of the <i>Planning Act</i> , as it read on March 27, 1995, amend, delete or add to the conditions and this may include the need for amended or new studies.	OTTAWA Legal
212.	C3	The owner shall pay any outstanding taxes owing to the City of Ottawa prior to registration.	OTTAWA Planning Revenue
213.	C4	Prior to registration of the Plan of Subdivision, the City is to be satisfied that all conditions have been fulfilled.	OTTAWA Planning
214.	C5	The Owner covenants and agrees that should damage be caused to any of the Works in this Subdivision by any action or lack of any action whatsoever on its part, the General Manager, Planning, Development and Building Services Department may serve notice to the Owner to have the damage repaired and if such notification is without effect for a period of two full days after such notice, the General Manager, Planning, Development and Building Services Department may cause the damage to be repaired and shall recover the costs of the repair plus the Management Fee under Section 427, of the <i>Municipal Act, 2001</i> , like manner as municipal taxes.	OTTAWA Planning

215.	C6	If the Plan(s) of Subdivision has not been registered by September 13, 2028 the draft approval shall lapse pursuant to Section 51 (32) of the <i>Planning Act</i> . Extensions may only be granted under the provisions of Section 51 (33) of said <i>Planning Act</i> prior to the lapsing date.	OTTAWA Planning
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¹ 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.