

Ontario Land Tribunal
Tribunal ontarien de l'aménagement
du territoire



ISSUE DATE: January 27, 2026

CASE NO(S):

OLT-21-001620

PROCEEDING COMMENCED UNDER section 34(11) of the *Planning Act, R.S.O. 1990, c. P. 13, as amended.*

Appellant	ClubLink Corporation ULC
Subject:	Application to amend the Zoning By-law – Refusal or neglect to make a decision To permit the redevelopment of the lands for residential and open space uses, including 1502 residential units which will be mixed between detached, townhouse and mid-rise apartments.
Description:	
Reference Number:	D02-02-19-0123
Property Address:	7000 Campeau Drive
Municipality/UT:	Ottawa/Ottawa
OLT Case No:	OLT-21-001620
Legacy Case No:	PL200195
OLT Lead Case No:	OLT-21-001620
Legacy Lead Case No:	PL200195
OLT Case Name:	ClubLink Corporation ULC v. Ottawa (City)

PROCEEDING COMMENCED UNDER section 51(34) of the *Planning Act, R.S.O. 1990, c. P. 13, as amended.*

Appellant	ClubLink Corporation ULC
Subject:	Proposed Plan of Subdivision – Failure of Approval Authority to make a decision To permit the redevelopment of the lands for residential and open space uses, including 1502 residential units which will be mixed between detached, townhouse and mid-rise apartments.
Description:	
Reference Number:	D07-16-19-0026

Property Address: 7000 Campeau Drive
Municipality/UT: Ottawa/Ottawa
OLT Case No: OLT-21-001622
Legacy Case No: PL200196
OLT Lead Case No: OLT-21-001620
Legacy Lead Case No: PL200195

Heard: January 14, 2026 by video hearing

APPEARANCES:

<u>Parties</u>	<u>Counsel</u>
Clublink Corporation ULC	M. Flowers K. Gossen
City of Ottawa	T. Marc
Kanata Greenspace Protection Coalition	S. Rouleau

**DECISION DELIVERED BY C. HARDY AND T.F. NG AND ORDER OF THE
TRIBUNAL**

[Link to Order](#)

INTRODUCTION

[1] The Tribunal convened a hearing to consider the issuance of a Final Order following its Decision and Interim Order issued on March 22, 2022 (“Interim Order”), approving, in principle, a Zoning By-law Amendment (“ZBA”) and Draft Plan of Subdivision (“DPS”), subject to Draft Plan Conditions.

[2] In 2022, the Tribunal convened hearing to consider appeals filed by Clublink Corporation ULC (“Clublink”) pursuant to ss. 34(11) and 51(34) of the *Planning Act*, R.S.O. 1990, c. P. 13, as amended (“*Planning Act*”) (“original hearing”) regarding lands

municipally known as 7000 Campeau Drive, Ottawa (“subject property”). Kanata Greenspace Protection Coalition (“KGPC”) had been granted party status in the proceedings.

[3] Following a lengthy hearing followed by written closing submissions, the Tribunal issued the following Interim Order:

1. The appeal pursuant to s. 34(11) of the Act is allowed and the Zoning By-law Amendment (“ZBA”) is approved in principle subject to a draft ZBA substantially in accordance with the chart in Tab 40 Appendix B in Exhibit 8, Volume 3 prepared by Bousfields Inc. with detailed zoning provisions and regulations being received in a form satisfactory to the parties to be presented for confirmation.
2. The appeal pursuant to s. 51(34) of the Act is allowed and the Draft Plan of Subdivision shown on the plan Tab 39 in Exhibit 8 vol 3 prepared by Bousfields Inc. comprising 7000 Campeau Drive, Ottawa is approved in principle subject to the fulfillment of the Conditions set out in Attachment 1 and 1A to this Order.
3. The Orders are withheld pending receipt by the Tribunal of the Draft ZBA together with the Draft Plan of Subdivision and the consolidated list of Draft Plan Conditions, consolidating Attachment 1 and 1A, as directed herein.
4. Upon issuance of the Tribunal’s Final Order, the City of Ottawa, pursuant to subsection 51(56.1) of the *Planning Act*, shall have the authority to clear the conditions of draft plan approval and to administer final approval of the plan of subdivision for the purposes of subsection 51(58) of the Act. In the event that there are any difficulties implementing any of the conditions of

draft plan approval, or if any changes are required to be made to the draft plan, the Tribunal may be spoken to.

[4] To provide context for the timing of the herein request for a Final Order, concurrent with the Tribunal's hearing in 2022, the Parties were involved in an ongoing legal dispute launched by the City of Ottawa ("City") in 2019 relating to the interpretation and applicability of a development agreement referred to as the "40% Agreement" ("40% Agreement"). The legal dispute relating to the 40% Agreement came to a close on September 18, 2025, with the Supreme Court of Canada's dismissal of the City's application for leave to appeal the Ontario Court of Appeal's decision that declared all provisions in the 40% Agreement to be considered void.

[5] Following the Ontario Court of Appeal's decision regarding the non-applicability of the 40% Agreement, Clublink prepared a consolidated list of draft plan conditions based on Attachments 1 and 1A to the Interim Order ("Draft Plan Conditions"). Clublink provided the Draft Plan Conditions along with proposed zoning amendments to the ZBA to the City and KGPC on June 13, 2025, and September 8, 2025, respectively. After having received no substantive comments from either the City or KGPC, Clublink e-mailed the Tribunal on September 22, 2025, requesting direction with respect to the further advancement of the matter. Subsequently, at a Case Management Conference convened on November 26, 2025, the Tribunal directed that a one-day hearing be scheduled for the purpose of considering the issuance of a Final Order.

MATERIALS CONSIDERED

[6] In advance of the hearing, Clublink and the City filed written submissions, supporting affidavits and supporting materials. The Parties agreed that they would provide oral submissions at the hearing based on the filed materials. KGPC did not file any written materials and did not provide oral submissions, adopting and supporting the filed materials and submissions of the City.

[7] The City filed written submissions and reply submissions together with the following: Affidavit of Land Use Planner Stream Shen, sworn November 4, 2025, with composite exhibits; Reply Affidavit of Stream Shen, sworn November 20, 2025; and the Affidavit of Engineer Alex Polyak, sworn November 4, 2025, with composite exhibits.

[8] Clublink filed written submissions, with composite exhibits which included the Affidavit of Land Use Planner Mike Dror, sworn November 19, 2025, with composite exhibits, and the Affidavit of Engineer Matt Wingate affirmed November 19, 2025, with composite exhibits. Clublink also filed the Affidavit of Engineer David Gilbert, affirmed November 24, 2025, with composite exhibits, a draft Order, excerpts of the Tribunal's *Rules of Practice and Procedure* ("Rules") and the *Ontario Land Tribunal Act, 2021*, S.O. 2021, c. 4 Sched. 6 ("OLTA") and a draft Zoning By-law Amendment.

PRELIMINARY MATTER

[9] As a preliminary matter, Counsel for Clublink succinctly set out the Tribunal's jurisdiction to consider a request for a Final Order in the absence of the consent of all Parties. (Counsel referred to 1319283 *Ontario Inc. v. Toronto*, August 23, 2023 CanLII 78852 (ON LT) OLT-22-002386). The Tribunal has broad discretion pursuant to s. 9 of the OLTA and Rule 24.2 of the *Rules*. While uncommon, there is nothing in the legislation or the *Rules* to suggest that the Tribunal does not have the authority to issue a Final Order if the request is contested by a Party or Parties. The Tribunal agrees with the submissions of Counsel for Clublink and finds that it does have the authority to issue a Final Order which has not been consented to by all Parties. Given this finding, the Tribunal proceeded to hear submissions on whether the prerequisites to the issuance of the Final Order, which were set out in the Interim Order, had been satisfied

SUBMISSIONS

[10] Following receipt of the City's initial materials, Clublink amended the draft ZBA in response to a number of comments included in Mr. Shen's Affidavit. As such, many of the issues raised in the initial materials filed with the Tribunal were resolved and the oral submissions of the Parties focused on the remaining outstanding issues.

[11] At the commencement of the hearing, the Tribunal confirmed that the City and KGPC were contesting the issuance of the Final Order regarding the ZBA only and all Parties were in agreement that the prerequisites for the issuance of the Final Order respecting the DPS subject to the Draft Plan Conditions had been satisfied.

[12] The City argued that the processes related to the ZBA and the DPS are distinct. There is a two-step process related to the DPS pursuant to s. 51 of the *Planning Act*, the first step being approval (which is before the Tribunal in this hearing) and the second step being registration of the DPS. The City argued that the legislation permits revisions to the DPS and Draft Plan Conditions, should they be necessary, prior to registration of the DPS. On the other hand, the process related to the ZBA pursuant to s. 34 of the *Planning Act* is one step and once the ZBA is enacted it is final subject to future applications for amendments. Therefore, the City argued that the ZBA should reflect the DPS as registered and as such, it is premature and inappropriate for the Tribunal to issue final approval of the ZBA at this point.

[13] The crux of the City's argument was that there were outstanding issues to be addressed before final approval of the ZBA could be issued by the Tribunal, those being easements on title and unresolved issues due to overland flows.

[14] The City took the Tribunal to selected Transfer of Easement documents registered on title which restrict any construction within the easement without the prior written consent of the City. In his Affidavit, Mr. Shen explained that several of the

proposed lots on the DPS are fully or partially impacted by City-owned easements. The resulting zoning schedule assigns development potential to these lots, which Mr. Shen opines is inappropriate. Mr. Shen referred to the Interim Decision explaining that the City has consistently advised Clublink that relocation or alteration of the easements is not supported. Mr. Shen noted that if the City continued to refuse to modify the easements, adjustments would be required that could change the subdivision layout and associated ZBA, making it premature to provide final approval of the ZBA at this point. Mr. Shen explained that Clublink, could designate the easement areas as Park and Open Space zoning which would indicate that no development is permitted on those areas. In Mr. Shen's opinion, it is premature for the Tribunal to issue a Final Order respecting the ZBA.

[15] In his Affidavit, Mr. Polyak noted that an Adequacy of Services Report was required to ensure sufficient surficial major overland flow routes for all locations. The City submitted that buildings cannot be located where overland flow is required and this issue, together with the easement concern, demonstrate why the Tribunal should not issue final approval of the ZBA at this point. The City boldly submitted that the ZBA suggests a development that cannot take place and will not take place because the easements will never be consented to by the City so there is no need for the Tribunal to issue a Final Order regarding the ZBA.

[16] Clublink argued that the consideration of the issuance of a Final Order does not concern easements and overland flow. Rather, the Tribunal's Interim Order required receipt of final documents, it did not require satisfaction of easements or overland flows or any other technical issues. Clublink argued that the written closing submissions of the City and KGPC, for the Interim Order, requested that the Tribunal withhold issuance of its Final Order pending the final determination of the lotting pattern and the Tribunal rejected these submissions in its Interim Order, accepting Clublink's submissions to withhold its Final Order pending receipt of a draft ZBA. Clublink argued that it is inappropriate for the City and KGPC to re-open this argument at this stage or attempt to

re-write the Interim Order to include additional prerequisite matters to be addressed prior to issuance of the Final Order.

[17] Clublink addressed the City's submissions on easements and overland flows despite maintaining that neither issue needs to be resolved prior to the Tribunal issuing its Final Order on the ZBA and DPS. Clublink submitted that easements and servicing related matters are dealt with in the Draft Plan Conditions, such as Condition 11 which requires Clublink to take appropriate steps and ensure that prior to registration, the proposed plan of subdivision aligns and conforms with the zoning by-law. As such, Clublink argued that there is no basis to reject the issuance of a Final Order.

[18] Clublink's position is that it is not premature to issue final approval of both the ZBA and DPS. Clublink did not disagree with the City that the two were distinct processes but maintained that concurrent approval is common. Clublink submitted that it agrees with Mr. Shen that the zoning may require adjustments after enactment but argued that this is not unique to the subject property. Mr. Wingate's Affidavit referred to two examples in the City where a zoning by-law amendment and draft plan of subdivision were approved concurrently or within weeks of one another. Changes to the zoning are contemplated in the Draft Plan Conditions and Clublink argued that both instruments are routinely approved concurrently by municipalities and by the Tribunal. Speculation that amendments to the zoning will be required is not a reason to deny final approval of the ZBA and the risk of further amendments to the zoning is solely that of Clublink's.

[19] Clublink submitted that the Tribunal is not tasked with determining the validity of the easements registered on title, which is beyond the jurisdiction of the Tribunal. The City's submission that Clublink's development cannot proceed unless it releases the easements or consents is not correct, as Clublink has mechanisms available to challenge the easements if it decides to pursue them. In his Affidavit, Mr. Dror notes that there are many instances where residentially zoned properties are subject to

easements. He disagreed with Mr. Shen's statement that a zoning exception or zone of Parks and Open Space should be applied to the lots and blocks that are impacted by the easements. In Mr. Dror's opinion, this is unnecessary as easements control the use of the lands to which they apply, independent of zoning permissions. Mr. Dror noted that the rezoning is appropriate because the lands impacted by the easements are restricted no matter what zoning permissions are applied to them. It is Mr. Dror's opinion that the rezoning of the subject property is appropriate and that it is common practice for zoning to be approved concurrent with draft plan approval. Mr. Dror noted that the proposed ZBA provides flexibility for adjustments to be made to the DPS, if necessary, while continuing to align with the ZBA. In Mr. Dror's opinion, the ZBA is appropriate for approval and the DPS is appropriate for approval subject to the Draft Plan Conditions

[20] Mr. Wingate disagreed with Mr. Polyak's suggestion that a further report is required relating to overland flow routes. Mr. Wingate stated that the reports filed during the original hearing addressed Mr. Polyak's concerns.

ANALYSIS AND DECISION

[21] The issue before the Tribunal is whether the prerequisites set out in the Interim Order have been satisfied. If so, the Tribunal can issue its Final Order. The Parties provided submissions and materials with respect to easements and overland flows, which the Tribunal has addressed below, however, these issues are not relevant to the Tribunal's determination of whether a Final Order can be issued with respect to the ZBA and DPS.

[22] The Tribunal is satisfied that the prerequisites set out in the Interim Order have been fully satisfied and will issue final approval of the ZBA set out in **Attachment 1** to this Final Order, the DPS set out in **Attachment 2** to this Final Order and the Draft Plan Conditions set out in **Attachment 3** to this Final Order.

[23] The Parties jointly submitted that the prerequisites to the Tribunal's issuance of a Final Order on the DPS subject to the Draft Plan Conditions have been satisfied. The Tribunal agrees. The prerequisites set out in the Interim Order were receipt by the Tribunal of the DPS and consolidated Draft Plan Conditions, which the Tribunal has received and reviewed.

[24] The Tribunal cannot agree with the City that final approval on the ZBA is not necessary or appropriate at this point. The Tribunal's Interim Order withheld final approval of the ZBA and DPS "...pending receipt by the Tribunal of the Draft ZBA together with the Draft Plan of Subdivision and the consolidated list of Draft Plan Conditions...". This is exactly what is before the Tribunal. The Interim Order does not require the Parties to satisfy technical issues, including easements or overland flows. In fact, the Interim Order does not mention anything about these two issues.

[25] The Tribunal asked Counsel for the City whether the prerequisites set out in the Interim Order had been satisfied. In response, the City did not directly answer the question, but rather, submitted that it was a matter of timing explaining that Clublink only requires final approval of the DPS to progress the development, not the ZBA. The Tribunal notes that timing was not set out as a condition in the Interim Order. To reiterate, the only prerequisite set out in the Interim Order to the issuance of final approval of the ZBA was receipt by the Tribunal of a draft ZBA, which the Tribunal has received.

[26] The easements on title that affect some of the lots and blocks on the DPS are not relevant to the Tribunal's determination of whether the prerequisites for issuance of a Final Order have been satisfied. That said, the Tribunal will briefly address the submissions and evidence proffered. The Tribunal was not persuaded by Mr. Shen that assigning zoning potential to the lots and blocks impacted by the easements was inappropriate. As Mr. Dror noted in his Affidavit, easements control the use of land. It does not matter if the zoning schedule has assigned development potential to that land

or if the land is zoned Parks and Open Space. Therefore, the Tribunal finds that final approval of the ZBA is appropriate because, until the easements have been addressed, the lands impacted by the easements are restricted regardless of the zoning permissions assigned to them. At the risk of being repetitive, resolution of the easements was not a prerequisite to the issuance of a Final Order.

[27] Similar to the Tribunal's finding related to the easements, resolution of overland flow was also not a prerequisite to the issuance of a Final Order. Further, the Tribunal received reports and heard fulsome evidence at the original hearing related to overland flows and storm water management and found it was appropriately addressed through the numerous Draft Plan Conditions.

[28] Having considered the submissions and evidence, the Tribunal finds that there is no impediment to issuing Final Orders on the DPS and ZBA at the same time. The Tribunal agrees with the City that the ZBA and DPS are distinct processes, however, this does not prevent their concurrent approval. The Tribunal routinely approves zoning by-law amendments concurrent with draft plans of subdivision and there is nothing unique about the ZBA and DPS currently before the Tribunal that would preclude the Tribunal from approving both concurrently.

[29] The Tribunal agrees with Clublink that the City and KGPC appear to be reiterating arguments raised at the original hearing, being that final approval of the ZBA should be withheld until the DPS is in its final form. This was rejected by the Tribunal in its Interim Order and neither the City nor KGPC requested a review of the Tribunal's Interim Order. The Tribunal was persuaded by Clublink's evidence and submissions that should the ZBA require further revisions, the Draft Plan Conditions contemplate this possibility and the risk is that of Clublink's, not the City or KGPC.

[30] The Tribunal notes with concern the City's submission that no Final Order is required on the ZBA because, in its view, the proposed development will never proceed.

This position reflects a disregard for the Tribunal's Interim Order that is both surprising and troubling.

[31] The Tribunal notes that the Provincial Planning Statement ("PPS") directs optimization of municipal infrastructure, storm water management and facilities. Thus, if the Municipality imposes unreasonable terms or states non-support or intransigence on matters of infrastructure and facilities that it controls, this may amount to frustrating the PPS and provincial objectives on development and good planning.

FINAL ORDER

[32] **THE TRIBUNAL**, having previously allowed the appeals, Orders that in accordance with s. 34(26) and s. 51(56) of the *Planning Act*,

- a. The City of Ottawa Zoning By-law No. 2008-250, as amended, is hereby further amended in the manner set out in **Attachment 1** to this Final Order. The Tribunal authorizes the municipal clerk of the City of Ottawa to assign a number to this by-law for record keeping purposes.
- b. The Draft Plan of Subdivision certified by Francis Lau of Stantec Geomatics Ltd., Ontario Land Surveyor, dated April 1, 2021 set out in **Attachment 2** to this Final Order is hereby approved subject to the Draft Plan Conditions set out at **Attachment 3** to this Final Order.
- c. The City of Ottawa, pursuant to subsection 51(56.1) of the *Planning Act*, shall have the authority to clear the conditions of draft plan approval and to administer final approval of the plan of subdivision for the purposes of subsection 51(58) of the Act. In the event that there are any difficulties implementing any of the conditions of

draft plan approval, or if any changes are required to be made to the draft plan, the Tribunal may be spoken to.

“C. Hardy”

C. HARDY
VICE-CHAIR

“T.F. Ng”

T.F. NG
VICE-CHAIR

Ontario Land Tribunal

Website: www.olt.gov.on.ca Telephone: 416-212-6349 Toll Free: 1-866-448-2248

The Conservation Review Board, the Environmental Review Tribunal, the Local Planning Appeal Tribunal and the Mining and Lands Tribunal are amalgamated and continued as the Ontario Land Tribunal (“Tribunal”). Any reference to the preceding tribunals or the former Ontario Municipal Board is deemed to be a reference to the Tribunal.

ATTACHMENT 1

BY-LAW NO. 2025 - _____

A by-law of the City of Ottawa to amend By-law No. 2008-250 to change the zoning of lands known municipally as 7000 Campeau Drive.

The Ontario Land Tribunal, pursuant to Section 34 of the *Planning Act*, R.S.O. 1990, as amended, approves as follows:

1. The Zoning Map of By-law No. 2008-250, titled the "City of Ottawa Zoning By-law" is amended by rezoning the lands shown as Area A on Attachment 1 from O1 to R1Z[XXX1], R1Z[XXX2], R3Z[XXX3], R3Z[XXX4], R5Z[XXX5], and R5Z[XXX6].
2. Section 239 – Urban Exceptions of the said By-law No. 2008-250 is amended by adding the following exceptions:

I Exception Number	II Applicable Zone	Exception Provisions		
		III Additional Land Uses Permitted	IV Land Uses Prohibited	V Provisions
XXX1	R1Z[XXX1]			<ol style="list-style-type: none">i. Where an R1Z[XXX1] zone abuts an R1J, R1M, R1NN, R1R, R1UU, R1V, R2L, R3V, or R3VV zone, no accessory uses, buildings, or structures shall be erected within 3.0 metres of the shared lot line.ii. Where an R1Z[XXX1] zone abuts an R1J, R1M, R1NN, R1R, R1UU, R1V, R2L, R3V, or R3VV zone, any required yard setback from the shared lot line shall be measured from a line parallel to the shared lot line, projected 3.0 metres into the lot.iii. The requirements for detached dwellings:<ol style="list-style-type: none">1. Minimum Lot Width: 9.0 metres2. Minimum Lot Area: 220 square metres

				<ol style="list-style-type: none"> 3. Maximum Building Height: 12.0 metres 4. Minimum Front Yard Setback: 3.0 metres 5. Minimum Corner Side Yard Setback: 3.0 metres 6. Minimum Interior Side Yard Setback: total is 1.8 metres, with one yard no less than 0.6 metres 7. Minimum Rear Yard Setback: 6.0 metres 8. Maximum Lot Coverage: 51 percent
XXX2	R1Z[XXX2]			<ol style="list-style-type: none"> i. Where an R1Z[XXX2] zone abuts an R1J, R1M, R1NN, R1R, R1UU, R1V, R2L, R3V, or R3VV zone, no accessory uses, buildings, or structures shall be erected within 6.0 metres of the shared lot line. ii. Where an R1Z[XXX2] zone abuts an R1J, R1M, R1NN, R1R, R1UU, R1V, R2L, R3V, or R3VV zone, any required yard setback from the shared lot line shall be measured from a line parallel to the shared lot line, projected 6.0 metres into the lot. iii. The requirements for detached dwellings: <ol style="list-style-type: none"> 1. Minimum Lot Width: 9.0 metres 2. Minimum Lot Area: 220 square metres 3. Maximum Building Height: 12.0 metres 4. Minimum Front Yard Setback: 3.0 metres 5. Minimum Corner Side Yard Setback: 3.0 metres 6. Minimum Interior Side Yard Setback: total is 1.8 metres, with one yard no less than 0.6 metres 7. Minimum Rear Yard Setback: 6.0 metres 8. Maximum Lot Coverage: 51 percent

XXX3	R3Z[XXX3]			<ul style="list-style-type: none"> i. Where an R3Z[XXX3] zone abuts an R1J, R1M, R1NN, R1R, R1UU, R1V, R2L, R3V, or R3VV zone, no accessory uses, buildings, or structures shall be erected within 3.0 metres of the shared lot line. ii. Where an R3Z[XXX3] zone abuts an R1J, R1M, R1NN, R1R, R1UU, R1V, R2L, R3V, or R3VV zone, any required yard setback from the shared lot line shall be measured from a line parallel to the shared lot line, projected 3.0 metres into the lot. iii. The requirements for Townhouse Dwellings: <ul style="list-style-type: none"> 1. Minimum Lot Width: 5.6 metres 2. Minimum Lot Area: 120 square metres 3. Maximum Building Height: 12.0 metres 4. Minimum Front Yard Setback: 3.0 metres 5. Minimum Corner Side Yard Setback: 3.0 metres 6. Minimum Interior Side Yard Setback: 1.2 metres 7. Minimum Rear Yard Setback: 6.0 metres 8. Maximum Lot Coverage: None iv. Despite Table 65, Row 8, an Air conditioner condenser, heat pump or similar equipment may project 1.0 metres, but not closer to a lot line than 0.3 metres, into a corner side yard.
XXX4	R3Z[XXX4]			<ul style="list-style-type: none"> i. The requirements for Townhouse Dwellings: <ul style="list-style-type: none"> 1. Minimum Lot Width: None 2. Minimum Lot Area: 75 square metres 3. Maximum Building Height: 14.0 metres 4. Minimum Front Yard Setback: 3.0 metres 5. Minimum Corner Side Yard Setback: 3.0 metres

				<p>6. Minimum Interior Side Yard Setback: 1.2 metres</p> <p>7. Minimum Rear Yard Setback where Townhouse Dwellings are attached back-to-back: None</p> <p>8. Maximum Lot Coverage: None</p> <p>ii. Despite Table 65, Row 8, an Air conditioner condenser, heat pump or similar equipment may project 1.0 metres, but not closer to a lot line than 0.3 metres, into a front yard and corner side yard.</p>
XXX5	R4Z[XXX5]			<p>i. The requirements for Stacked Dwellings:</p> <ol style="list-style-type: none"> 1. Minimum Lot Width: 18 metres 2. Minimum Lot Area: 450 square metres 3. Maximum Building Height: 15.0 metres 4. Minimum Front Yard Setback: 6.0 metres 5. Minimum Corner Side Yard Setback: 3.0 metres 6. Minimum Interior Side Yard Setback: 6.0 metres 7. Minimum Rear Yard Setback: 6.0 metres 8. Maximum Lot Coverage: None <p>ii. Where an R4Z[XXX5] zone abuts an R3VV zone, no accessory uses, buildings, or structures shall be erected within 6.0 metres of the shared lot line.</p> <p>iii. Where an R4Z[XXX5] zone abuts an R3VV zone, any required yard setback from the shared lot line shall be measured from a line parallel to the shared lot line, projected 6.0 metres into the lot.</p> <p>iv. Despite Table 101, the minimum required number of parking spaces for a Stacked Dwelling is 1.1 spaces per unit.</p>

				<p>v. Despite Table 65, Row 6, a covered or uncovered balcony, porch, deck, platform and verandah, with a maximum of two enclosed sides, excluding those covered by canopies and awnings may project within 1.0 metres of any lot line.</p> <p>vi. Despite Table 65, Row 8, an Air conditioner condenser, heat pump or similar equipment may project 1.0 metres, but not closer to a lot line than 0.3 metres, into a front yard and corner side yard.</p> <p>vii. For the purposes of this exception, the front lot line is deemed to be Campeau Drive.</p>
XXX6	R5Z[XXX6]			<p>i. The requirements for Apartment Dwellings:</p> <ol style="list-style-type: none"> 1. Minimum Lot Width: 18 metres 2. Minimum Lot Area: 540 square metres 3. Maximum Building Height: 22.0 metres 4. Minimum Front Yard Setback: 3.0 metres 5. Minimum Corner Side Yard Setback: 3.0 metres 6. Minimum Interior Side Yard Setback: 7.5 metres 7. Minimum Rear Yard Setback: 7.5 metres <p>ii. Despite Table 101, the minimum required number of parking spaces for an Apartment Dwelling, Mid Rise, Apartment Dwelling, Low Rise, or Stacked Dwelling is 1.1 spaces per unit.</p> <p>iii. Despite Table 65, Row 6, a covered or uncovered balcony, porch, deck, platform and verandah, with a maximum of two enclosed sides, excluding those covered by canopies and awnings may project within 1.0 metres of any lot line.</p> <p>iv. Despite Table 65, Row 8, an Air conditioner condenser, heat pump or similar equipment may project</p>

				1.0 metres, but not closer to a lot line than 0.3 metres, into a front yard and corner side yard. v. For the purposes of this exception, the front lot line is deemed to be Campeau Drive.
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APPROVED BY THE ONTARIO LAND TRIBUNAL this _____ day of _____, 2025



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ATTACHMENT 2



ATTACHMENT 3

File: D07-16-19-0026

CONDITIONS FOR DRAFT APPROVAL
ClubLink Corporation ULC
7000 Campeau Drive

DRAFT APPROVED DD/MM/YYYY

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The City of Ottawa's conditions applying to the draft approval of ClubLink Corporation ULC's Subdivision (File No. D07-16-19-0026), 7000 Campeau Drive, are as follows:

1.	<p>This approval applies to the draft plan certified by Francis Lau of Stantec Geomatics Ltd., Ontario Land Surveyor, dated April 1, 2021, showing 632 Residential Lots, 2 medium density blocks, 1 stacked townhouse block, 20 streets, 76 blocks, 3 pathway blocks, 4 park blocks, 4 stormwater management blocks, 11 open space blocks and 1 road widening block.</p> <p>In seeking draft approval the Owner has submitted the following reports. Prior to the issuance of the order by the Ontario Land Tribunal granting draft approval the Owner shall update each of these reports, as necessary, and provide consolidated copies of such updates in accordance with the witness statements provided by the Owner and accommodating any modifications made by the decision of the Ontario Land Tribunal.</p> <ol style="list-style-type: none">1) Transportation Impact Assessment, 7000 Campeau Drive, prepared by BA Group, dated June 2021.2) Roadway Traffic Noise Feasibility Assessment, 7000 Campeau Drive, prepared by Gradient Wind, dated April 29, 2021.3) Combined Environmental Impact Statement and Tree Conservation Report (Revised) –Kanata Golf and Country Club Redevelopment, 7000 Campeau Drive, Ottawa" by McKinley Environmental Solutions, dated May 2020.4) Combined Environmental Impact Statement and Tree Conservation Report (Revised) – Addendum #1 Kanata Golf and Country Club Redevelopment, 7000 Campeau Drive, Ottawa" by McKinley Environmental Solutions, dated May 28, 2021.5) Phase I – Environmental Site Assessment, 7000 Campeau Drive, prepared by Patterson Group Inc., dated January 18, 2021.6) Phase II – Environmental Site Assessment, 7000 Campeau Drive, prepared by Patterson Group Inc., dated April 1, 2021.7) Functional Servicing Report for 7000 Campeau Drive, prepared by DSEL, dated June 2021.	
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	<p>8) Kizell Drain Downstream of 7000 Campeau Drive Geomorphological and Erosion Threshold Assessment, prepared by GEO Morphix, dated May 18, 2021.</p> <p>9) Geotechnical Investigation Kanata Lakes Golf and Country Club 7000 Campeau Drive, prepared by Patterson Group Inc., dated May 17, 2021.</p> <p>10) Downstream of 7000 Campeau Drive – Hydrologic Assessment, prepared by J.F. Sabourin and Associates Inc., dated June 15, 2021.</p> <p>11) Kanata Golf & Country Club 2019 Monitoring & Hydrologic Model Calibration Report, prepared by J.F. Sabourin and Associates Inc., dated July 2020.</p> <p>12) Preliminary Water Balance & Water Quality Controls, prepared by J.F. Sabourin and Associates Inc., dated April 16, 2021.</p> <p>13) Preliminary Stormwater Management Plan Report, prepared by J.F. Sabourin and Associates Inc., dated June 15, 2021.</p> <p>14) 2018 Surface Infiltration Testing, prepared by J.F. Sabourin and Associates Inc., dated February 6, 2019.</p> <p>15) Sump Pump Feasibility Report, Groundwater Monitoring Program, prepared by Patterson Group Inc., dated September 29, 2020.</p> <p>16) Subsoil Infiltration Review, prepared by Patterson Group Inc., dated April 27, 2021.</p> <p>17) Witness Statement of Stephen J. Pichette, dated November 12, 2021.</p> <p>18) Reply Witness Statement of Stephen J. Pichette, dated December 10, 2021.</p> <p>19) Witness Statement of J.F. Sabourin, dated November 12, 2021.</p> <p>20) Reply Witness Statement of J.F. Sabourin, dated December 10, 2021.</p> <p>Subject to the conditions below, these plans and reports may require updating and/or additional details prior to final approval.</p>	
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2.	The Owner agrees, by entering into a Subdivision Agreement, to satisfy all terms, conditions and obligations, financial and otherwise, of the City of Ottawa, at the Owner's sole expense, all to the satisfaction of the City.	<u>Clearing Agency¹</u>
	<u>General</u>	
3.	Prior to the issuance of a Commerce Work Notification, the Owner shall obtain such permits as may be required from Municipal or Provincial authorities and shall file copies thereof with the General Manager, Planning, Real Estate and Economic Development Department.	OTTAWA Planning
4.	<p>Prior to commencing construction, the Owner shall enter into a subdivision agreement with the City. The subdivision agreement shall, among other matters, require that the Owner post securities in a format approved by the City Solicitor, in an amount of 100% of the estimated cost of all works, save and except non-municipal buildings.</p> <p>The aforementioned security for site works shall be for works on both private and public property and shall include, but not be limited to, lot grading and drainage, landscaping and driveways, roads and road works, road drainage, underground infrastructure and services (storm, sanitary, watermains), streetlights, stormwater management works and park works.</p> <p>The amount secured by the City shall be determined by the General Manager, Planning, Real Estate and Economic Development Department, based on current City tender costs, which costs shall be reviewed and adjusted annually. Securities for on-site works may be at a reduced rate subject to the approval of the General Manager, Planning, Real Estate and Economic Development Department.</p> <p>Engineering, Inspection and Review fees will be collected based on the estimated cost of the works (+HST) and a park review and inspection fee will be based on 4% (+HST) of the total value of the park works as noted herein and in accordance with the City's Fees By-law for planning applications (By-law No. 2018-24 or as amended).</p>	OTTAWA Planning
5.	The Owner acknowledges and agrees that any residential blocks for street-oriented townhouse dwelling units on the final Plan shall be configured to ensure that there will be no more than 25 units per block.	OTTAWA Planning

6.	<p>The Owner acknowledges and agrees that any person who, prior to the draft plan approval, entered into a purchase and sale agreement with respect to lots or blocks created by this Subdivision, shall be permitted to withdraw from such agreement without penalty and with full refund of any deposit paid, up until the acknowledgement noted above has been executed.</p> <p>The Owner agrees to provide to the General Manager, Planning, Real Estate and Economic Development Department an acknowledgement from those purchasers who signed a purchase and sale agreement before this Subdivision was draft approved, that the Subdivision had not received draft approval by the City. The Owner agrees that the purchase and sale agreements signed prior to draft approval shall be amended to contain a clause to notify purchasers of this fact, and to include any special warning clauses, such as but not limited to Noise Warnings and easements.</p>	OTTAWA Legal
7.	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
8.	The Owner, or his agents, shall not commence or permit the commencement of any site related works until such time as a pre-construction meeting has been held with Planning, Real Estate and Economic Development Department staff and until the City issues a Commence Work Notification.	OTTAWA Planning
9.	Prior to the Ontario Land Tribunal order and granting approval of the draft plan being issued, the Owner agrees to provide the City an updated version of the draft plan.	OTTAWA Planning
10.	The Owner agrees to submit a signed and dated draft plan to the City for submission to the Ontario Land Tribunal.	OTTAWA Planning
	<u>Zoning</u>	
11.	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.	The Owner undertakes and agrees that prior to the registration of the Plan of Subdivision, the Owner shall deliver to the City a certificate	OTTAWA Planning

	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.	
	<u>Roadway Modifications</u>	
13.	The Owner shall pay all expenses associated with all works related to any roadway modifications identified or recommended in the Transportation Impact Assessment for the subject site, and shall provide financial security in the amount of 100% of the cost of implementing the required works.	OTTAWA Planning
14.	<p>The Owner agrees to provide a Development Information Form and Geometric Plan indicating:</p> <p>a) Road Signage and Pavement Marking for the subdivision; b) Intersection control measure at new internal intersections; and c) location of depressed curbs and TWSIs;</p> <p>prior to the earlier of registration of the Agreement or early servicing. Such form and plan shall be to the satisfaction of the General Manager, Planning, Real Estate and Economic Development Department.</p>	OTTAWA Planning Transpo Plg
15.	<p>Where traffic calming is identified and recommended in the Transportation Impact Assessment for the subject site, the Owner acknowledges and agrees to implement traffic calming measures on roads within the limits of their subdivision to limit vehicular speed and improve pedestrian safety. The Owner further acknowledges and agrees that the detailed design for new roads will include the recommendation(s) from the required supporting transportation studies.</p> <p>The Owner agrees that traffic calming measures shall reference best management practices from the City of Ottawa Local Residential Streets 30km/hr Design Toolbox, the Canadian Guide to Neighbourhood Traffic Calming, published by the Transportation Association of Canada, and/or Ontario Traffic Manual. These measures may include either vertical or horizontal features (such measures shall not interfere with stormwater management and overland flow routing), including but not limited to:</p> <ul style="list-style-type: none"> • intersection or mid block narrowings, chicanes, medians; • speed humps, speed tables, raised intersections, raised pedestrian crossings; 	OTTAWA Planning

	<ul style="list-style-type: none"> 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>	
16.	The Owner acknowledges and agrees that all supporting transportation studies and design of all roads and intersections shall be to the satisfaction of the General Manager, Planning, Real Estate and Economic Development Department.	OTTAWA Planning
17.	<p>The Owner shall revise the draft plan to provide site triangles at the following locations on the final plan:</p> <ul style="list-style-type: none"> Local Road to Local Road: 3m x 3m Local Road to Collector Road: 3m x 5m Collector Road to Arterial Road: 5m x 5m 	OTTAWA Planning Legal
18.	The Owner agrees to provide a construction traffic management plan for the subdivision prior to the earlier of registration of the Agreement or early servicing. Such plan shall be to the satisfaction of the General Manager, Planning, Real Estate and Economic Development Department.	OTTAWA Planning
19.	The Owner acknowledges that should the plan be registered in phases they are to confirm by way of a phasing plan. Such plan shall be to the satisfaction of the General Manager, Planning, Real Estate and Economic Development Department.	OTTAWA Planning
20.	All streets shall be named to the satisfaction of the Director of Building Code Services and in accordance with the Municipal Addressing By-law or the Private Roadways By-law as applicable.	OTTAWA Planning BCS
21.	The Owner acknowledges that the construction of buildings may be restricted on certain lots and/or blocks until such time as road connections are made so that snow plow turning and garbage collection can be implemented.	OTTAWA Planning
	<u>Public Transit</u>	
22.	The Owner shall design and construct, at no cost to the City, passenger standing area and/or shelter pad improvements at existing bus stop locations along the site frontage, and/or new passenger	OTTAWA Planning Transit

	standing areas and/or shelter pads at new or adjusted bus stop locations along the site frontage as determined by Transit Services. Locations and infrastructure requirements will be identified in CUP review.	
23.	The Owner shall design and construct all proposed new pathways as indicated in the June 2021 TIA update report, to the required standard to support winter maintenance.	OTTAWA Transit
24.	The Owner shall provide pedestrian / pathway connections within Park Block 638 and Open Space Block 640 to any sidewalk terminuses at the north end of Street 7 for continuous pedestrian connectivity to the proposed pathway connection to Knudson Drive near Halldorson Crescent.	OTTAWA Planning Transit
25.	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, the streets where transit service currently operates, the location of the bus stops, paved passenger standing areas, or shelters pads and shelters, any of which may be located in front of or adjacent to the purchaser's lot at any time.	OTTAWA Transit
<u>Geotechnical</u>		
26.	<p>Where special soils conditions exist, the Owner covenants and agrees that the following clause shall be incorporated into all agreements of purchase and sale for all lots and blocks affected by special soils, and included in the Subdivision Agreement against the title:</p> <p>"The Owner acknowledges that special soils conditions exist on this lot which will require:</p> <p class="list-item-l1">(a) a geotechnical engineer or geoscientist 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</p> <p class="list-item-l1">(b) the Owner to submit a copy of the geotechnical engineer's or geoscientist's report to the General Manager, Planning, Real Estate and Economic Development Department at the time of the application for the pool enclosure or additional building permit.</p> <p>The Owner also acknowledges that said engineer or geoscientist will be required to certify that the construction has been completed in accordance with his/her recommendation and that a copy of the</p>	OTTAWA Planning

	certification or report will be submitted to the General Manager, Planning, Real Estate and Economic Development Department.	
27.	<p>The Owner shall submit a geotechnical report prepared in accordance with the City's Geotechnical Investigation and Reporting Guidelines and/or Slope Stability Guidelines for Development Applications by a geotechnical engineer or geoscientist, licensed in the Province of Ontario, containing detailed information on applicable geotechnical matters and recommendations to the satisfaction of the General Manager, Planning, Real Estate and Economic Development which include, but are not limited to:</p> <ul style="list-style-type: none"> a) existing sub-surface soils, groundwater conditions; b) slope stability (including an assessment during seismic loading) and erosion protection, in addition to any building construction requirements adjacent to unstable slope; c) clearly indicate orientation of any cross-sections used in slope stability analysis and location of center of the slip circle; d) grade raise restrictions on the site and, if appropriate, the impacts this will have on the slope stability; e) design and construction of underground services to the building, including differential settlement near any buildings or structures; f) design and construction of roadway, fire routes and parking lots; g) design and construction of retaining walls and/or slope protection; h) design and construction of engineered fill; i) design and construction of building foundations; j) site dewatering; k) design and construction of swimming pools; l) design and construction of park blocks for its intended uses; and m) in areas of sensitive marine clay soils. 	OTTAWA Planning
28.	<ul style="list-style-type: none"> a) The Owner agrees to any restrictions to landscaping, in particular the type and size of trees and the proximity of these to structures/buildings due to the presence of sensitive marine clay soils, as per the City's Tree Planting in Sensitive Marine Clay Soils – 2017 Guidelines. b) The Owner agrees to provide the following tests, data, and information prior to zoning approval, in order to determine the sensitivity of the clay soils and how it will impact street tree planting and potentially front yard setbacks: <ul style="list-style-type: none"> i. Shear Vane analysis including remolded values per ASTM D2573. 	OTTAWA Planning

	<ul style="list-style-type: none"> ii. Atterberg Limit testing per ASTM D4318; with the following data clearly identified, Natural water content (W), Plastic Limit (PL), Plasticity Index (PI), Liquidity Index (LI), and Activity (A). iii. Shrinkage Limit testing per ASTM D4943 with Shrinkage Limit (SL). iv. A separate section within the geotechnical report on sensitive marine clay soils, which will include a signed letter and corresponding map that confirms the locations of low, medium sensitivity (generally <40% plasticity) or high sensitivity clay soils (generally >40% plasticity), as determined by the above tests and data. v. The report identifies that foundation walls are to be reinforced at least nominally, with a minimum of two upper and two lower 15M (rebar size) bars in the foundation wall. <p>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, unless otherwise satisfactory to the General Manager, Planning, Real Estate and Economic Development. In these cases, the Zoning By-law will be used to ensure sufficient front yard setbacks to accommodate street trees in the right-of-way. For example, if street trees are planted in the right-of-way at a distance of 2m from the front lot line, then the minimum front yard setback would be 5.5m (7.5m – 2m).</p>	
29.	In areas of sensitive marine clay soils, the Owner agrees that, prior to registration, to prepare an information package for homeowners regarding tree planting and watering, in accordance with the supporting geotechnical report. This information must be approved by Forestry Services prior to circulation to homeowners.	OTTAWA Forestry
	<u>Pathways, Sidewalks, Walkways, Fencing, and Noise Barriers</u>	
30.	The Owner acknowledges and agrees that all pathways, sidewalks, walkways, fencing, and noise barriers are to be designed and constructed in accordance with City specifications, at no cost to the City, and to the satisfaction of the General Manager, Planning, Real Estate and Economic Development Department.	OTTAWA Planning

31.	<p>The Owner shall construct split-rail fencing adjacent to the side yards of new lots and blocks abutting the pathway connections between the subject open space blocks and the public right of way:</p> <ul style="list-style-type: none"> Blocks 635, 636, 637, 641, 642, 646, 649, 650, 718 and 719. 	OTTAWA Planning
32.	<p>The Owner shall construct 2.0 metre-wide asphalt pathways within open space blocks. Where grading and environmental constraints exists alternative surface options may be considered acceptable and shall be reviewed in accordance with the Park Development Manual, all to the satisfaction of the General Manager, Planning, Real Estate and Economic Development Department:</p> <ul style="list-style-type: none"> Blocks 635, 636, 637, 641, 642, 646, 649, 650, 718 and 719. 	OTTAWA Planning
33.	<p>The Owner agrees to design and construct, in a manner that is accessible under <i>The Accessibility for Ontarians with Disabilities Act (AODA)</i> legislation, 2.0-metre-wide asphalt walkways and related works through the length of the public lands in the following locations:</p> <ul style="list-style-type: none"> Blocks 731 & 732 Block 113 on Plan 4M-684 	OTTAWA Planning
34.	<p>The Owner agrees to design and construct split-rail fences in accordance with the Fence By-law at the following locations:</p> <ul style="list-style-type: none"> Blocks 731 & 732 Block 113 on Plan 4M-684 	OTTAWA Planning
35.	<p>The Owner agrees to design and construct 1.5 metre black vinyl-coated chain link fences in accordance with the Fence By-law where new lots and blocks have a rear yard abutting the following locations:</p> <ul style="list-style-type: none"> Blocks 635, 636, 637, 641, 642, 646, 649, 650, 718 and 719. <p>All chain link fencing that separate public lands and residential lots and blocks shall have a maximum opening (the diamond shape area) of no greater than 37 mm in order to comply with the applicable part of the "Pool Enclosure By-Law".</p> <p>The Owner agrees that any vinyl-coated chain link fence required to be installed with the exception of parks fencing shall be located a minimum of 0.15 metres inside the property line of the private property.</p>	OTTAWA Planning
36.	<p>The Owner agrees to design and construct 1.5 metre black vinyl-coated chain link fences in accordance with the Fence By-law in any</p>	OTTAWA Planning

	yards where stormwater management facility pathways (Blocks 634, 639, 640 and 647) are less than 6.0 metres from said yards.	
37.	<p>The Owner agrees to design and construct 1.8 metre wood privacy fences in accordance with the Fence By-law at the following locations:</p> <ul style="list-style-type: none"> • Between Block 648 and Blocks 651, 652 and 653. <p>a) 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 blocks listed above.</p>	OTTAWA Planning
38.	<p>The Owner agrees to design and construct 1.8 metre wide sidewalks at the following locations, or as otherwise agreed upon:</p> <ul style="list-style-type: none"> • Street No. 1, both sides • Street No. 2, east side • Street No. 3, east side • Street No. 4, south side • Street No. 5, north side • Street No. 6, south side • Street No. 7, both sides between Campeau Drive and Street No. 9, west side only north of Street No. 9 • Street No. 8, west side • Street No. 9, both sides between Street No. 7 and Street No. 11, south side only east of Street No. 11 • Street No. 10, north side • Street No. 11, both sides • Street No. 12, east side • Street No. 13, east side • Street No. 14, east side • Street No. 15, east side • Street No. 16, both sides • Street No. 17, east side • Street No. 18, south side • Street No. 19, south side • Street No. 20, south side • Beaverbrook Road, south side between Street No. 17 and Weslock Way 	OTTAWA Planning
39.	<p>The Owner agrees to connect all new pathways, sidewalks, walkways to the existing pathways, sidewalks, walkways located at the following locations:</p> <ul style="list-style-type: none"> • Street No. 1 at Campeau Drive • Street No. 7 at Campeau Drive 	OTTAWA Planning

	<ul style="list-style-type: none"> • Street No. 11 at Campeau Drive • Street No. 1 at Knudson Drive • Street No. 16 at Knudson Drive • Street No. 16 at Weslock Way 	
40.	<p>The Owner agrees to design and erect at no cost to the City, noise attenuation barriers in accordance with City specifications at the following locations:</p> <ul style="list-style-type: none"> • Blocks 651, 703 and 704. <p>The Owner further agrees that any noise attenuation barrier required to be installed under this Agreement, shall be located a minimum of 0.30 metres inside the property line of the private property, and the location of the fence shall be verified by an Ontario Land Surveyor, prior to the release of securities for the noise attenuation barrier.</p>	OTTAWA Planning
41.	<p>The Owner agrees that any fencing to be installed is not to encumber any drainage patterns on the final grading plans and not to adversely impact the CRZ (Critical Root Zone) of existing trees on existing adjacent residential lots to the satisfaction of the General Manager of Planning, Real Estate and Economic Development.</p>	OTTAWA Planning
42.	<p>The Owner agrees that pathways have to be accessible under The Accessibility for <i>Ontarians with Disabilities Act</i> (AODA) legislation. If a pathway cannot meet AODA legislation the block can be relocated where an accessible location can be made, to the satisfaction of the General Manager of Planning, Real Estate and Economic Development.</p>	OTTAWA Planning
43.	<p>The Owner shall insert a clause in each agreement of purchase and sale and shall be registered as a notice on title in respect of all lands which fences have been constructed stating that:</p> <p>"Purchasers are advised that they must maintain all fences in good repair, including those as constructed by (developer name) along the boundary of this land, to the satisfaction of the General Manager, Planning, Real Estate and Economic Development Department. The Purchaser agrees to include this clause in any future purchase and sale agreements".</p>	OTTAWA Planning
	<u>Landscaping/Streetscaping</u>	
44.	<p>The Owner agrees, prior to registration or early servicing, whichever is earlier, to have a landscape plan(s) for the plan of subdivision prepared by a Landscape Architect, in accordance with the</p>	OTTAWA Planning Forestry

	<p>recommendations contained in the geotechnical report(s) and the combined Environmental Impact Statement and Tree Conservation Report(s) (as amended).</p> <p>The landscape plan(s) shall include detailed planting locations, plant lists which include species, plant form and sizes, details of planting methods, pathway widths and materials, access points, fencing requirements and fencing materials, other landscape features and gateway features where required. The landscape plan(s) shall specifically address the vegetated buffers and afforestation areas recommended in the combined Environmental Impact Statement and Tree Conservation Report as well as the stormwater management pond blocks, parks and street tree plantings.</p> <p>The Owner agrees to implement the approved landscape plan(s) and bear all costs and responsibility for the preparation and implementation of the plan(s).</p> <p>The Owner agrees that where sensitive marine clay soils are present, and the geotechnical report has satisfied the applicable conditions of the Tree Planting in Sensitive Marine Clay Soils - 2017 Guidelines, confirmation of adequate soil volumes in accordance with the subject guidelines shall be provided by a Landscape Architect prior to zoning approval.</p> <p>All of the aforementioned are to the satisfaction of the General Manager, Planning, Real Estate and Economic Development Department.</p>	
45.	<p>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:</p> <p>a) Where abutting properties form a continuous greenspace between driveways, one medium size tree will be planted instead of two small size trees, provided the minimum soil volume can be achieved. In these cases only, for the purposes of determining the minimum number of trees to be planted, one medium size tree that replaces two small trees will be counted as two trees.</p>	OTTAWA Planning Forestry

	<p>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.</p> <p>c) On larger lots with sufficient soil volume for a medium size tree, one medium size tree will be planted on each lot (or each side of a corner lot), even if the abutting properties form a continuous greenspace between driveways.</p> <p>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, Real Estate and Economic Development Department.</p>	
46.	<p>In areas of sensitive marine clay soils where the six conditions of the Tree Planting in Sensitive Marine Clay Soils – 2017 Guidelines have been met, the following shall be provided:</p> <p>a) The landscape plan shall include a note indicating that it has been developed as per the geotechnical report(s), to the satisfaction of the General Manager, Planning, Real Estate and Economic Development.</p> <p>b) At the time of tree planting, in addition to providing an F1 inspection form, the Landscape Architect will provide a signed letter indicating that trees have been planted with appropriate soil volume in accordance with the approved Landscape Plan, to the satisfaction of the General Manager, Planning, Real Estate and Economic Development.</p>	OTTAWA Planning
47.	<p>The Owner agrees to provide the following minimum tree planting setbacks:</p> <p>a) Maintain 1.5 metres from sidewalk or MUP/cycle track.</p> <p>b) Maintain 2.5 metres from any curb.</p> <p>c) Coniferous species require a minimum 4.5 metres setback from curb, sidewalk or MUP/cycle track/pathway.</p>	OTTAWA Planning Forestry

	<p>d) Maintain 7.5 metres between large growing trees, and 4 metres between small growing trees. Park or open space planting should consider 10 metre spacing, except where otherwise approved in naturalization / afforestation areas.</p> <p>e) Adhere to Ottawa Hydro's planting guidelines (species and setbacks) when planting around overhead primary conductors.</p>	
48.	<p>The Owner agrees to adhere to the following new tree specifications:</p> <p>a) Minimum stock size: 50mm tree caliper for deciduous, 200cm height for coniferous.</p> <p>b) Maximize the use of large deciduous species wherever possible to maximize future canopy coverage.</p> <p>c) Tree planting on city property shall be in accordance with the City of Ottawa's Tree Planting Specification; and include watering and warranty as described in the specification (can be provided by Forestry Services).</p> <p>d) Tree planting within the vegetated buffers shall be in accordance with the City of Ottawa's Tree Planting Specification; and include watering and warranty as described in the specification (can be provided by Forestry Services) until such time as title has been transferred to another owner.</p> <p>e) Plant native trees whenever possible; only native trees shall be planted in naturalization / afforestation areas.</p> <p>f) No root barriers, dead-man anchor systems, or planters are permitted.</p> <p>g) No tree stakes unless necessary (and only 1 on the prevailing winds side of the tree).</p>	OTTAWA Planning Forestry
49.	<p>The Owner agrees to adhere to the following hard surface planting guidelines:</p> <ul style="list-style-type: none"> • Curb style planter is highly recommended. • No grates are to be used and if guards are required, City of Ottawa standard (which can be provided) shall be used. • Trees are to be planted at grade. 	OTTAWA Planning Forestry

50.	<p>In areas where there are no sensitive marine clay soils, the Owner agrees to provide the following minimum soil volumes for all new plantings:</p> <table border="1" data-bbox="502 734 1018 979"> <thead> <tr> <th data-bbox="502 734 659 804">Tree Type/Size</th><th data-bbox="659 734 816 804">Single Tree Soil Volume (m3)</th><th data-bbox="816 734 1018 804">Multiple Tree Soil Volume (m3/tree)</th></tr> </thead> <tbody> <tr> <td data-bbox="502 804 659 836">Ornamental</td><td data-bbox="659 804 816 836">15</td><td data-bbox="816 804 1018 836">9</td></tr> <tr> <td data-bbox="502 836 659 868">Columnar</td><td data-bbox="659 836 816 868">15</td><td data-bbox="816 836 1018 868">9</td></tr> <tr> <td data-bbox="502 868 659 899">Small</td><td data-bbox="659 868 816 899">20</td><td data-bbox="816 868 1018 899">12</td></tr> <tr> <td data-bbox="502 899 659 931">Medium</td><td data-bbox="659 899 816 931">25</td><td data-bbox="816 899 1018 931">15</td></tr> <tr> <td data-bbox="502 931 659 963">Large</td><td data-bbox="659 931 816 963">30</td><td data-bbox="816 931 1018 963">18</td></tr> <tr> <td data-bbox="502 963 659 979">Conifer</td><td data-bbox="659 963 816 979">25</td><td data-bbox="816 963 1018 979">15</td></tr> </tbody> </table>	Tree Type/Size	Single Tree Soil Volume (m3)	Multiple Tree Soil Volume (m3/tree)	Ornamental	15	9	Columnar	15	9	Small	20	12	Medium	25	15	Large	30	18	Conifer	25	15	OTTAWA Planning Forestry
Tree Type/Size	Single Tree Soil Volume (m3)	Multiple Tree Soil Volume (m3/tree)																					
Ornamental	15	9																					
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Small	20	12																					
Medium	25	15																					
Large	30	18																					
Conifer	25	15																					
	<u>Tree Conservation</u>																						
51.	<p>The Owner acknowledges and agrees to abide by the Tree Protection By-law, 2020-340, and that any trees to be removed from the site shall be in accordance with an approved Tree Permit.</p> <p>The Owner agrees to implement the measures recommended in the supporting tree conservation report and the identification of existing trees on adjacent pre-existing residential lots where the CRZ extends onto the Owner's lands to ensure preservation of the trees identified for protection, including all vegetated buffers, in accordance with the City's tree protection requirements listed within the Tree Protection By-law, 2020-340. All of which are to the satisfaction of the General Manager, Planning, Real Estate and Economic Development Department.</p>	OTTAWA Planning																					
52.	The Owner agrees to maintain the tree protection measures until construction is complete and/or the City has provided written permission to remove them.	OTTAWA Planning																					
	<u>Gateway Features</u>																						
53.	<p>The Owner acknowledges and agrees that the Primary Neighbourhood Gateway Features located at the following locations:</p> <ul style="list-style-type: none"> • Campeau Drive at St. No. 1 • Campeau Drive at St. No. 7 • Campeau Drive at St. No. 11 <p>shall be designed, constructed and certified by a qualified professional and shall be in accordance with the City's Design</p>	OTTAWA Planning																					

	<p>Guidelines for Development Application Gateway Features, applicable by-laws and policies.</p> <p>Prior to the earlier of registration or installation, the Owner shall deposit security to meet the on-going maintenance obligations of the Feature(s) by the Owner for a one-year period after the construction of the Feature. The security will not be reduced or released until the expiration of the one-year period and until the time a certification by a qualified professional confirming that the Feature is constructed in accordance with the Guidelines and approved plans and is in a good state of repair is provided. During the warranty period, the Owner shall be solely responsible for the on-going upkeep and maintenance of the Gateway Feature(s).</p> <p>The Owner shall, prior to registration, make a financial contribution (+HST) to the "Maintenance Fund" in accordance with the City's Design Guidelines for Development Application Gateway Features.</p> <p>All of the aforementioned are to the satisfaction of the General Manager, Planning, Real Estate and Economic Development Department.</p>	
54.	<p>The Owner acknowledges and agrees that the proposed Secondary Neighbourhood Gateway Feature(s) located at the following locations:</p> <ul style="list-style-type: none"> • Kundson Drive at Street No. 1 • Kundson Drive at Street No. 16 • Weslock Way at Street No. 16 • Beaverbrook Road at Street No.17 <p>shall be designed, constructed and certified by a qualified professional and shall be in accordance with the City's Design Guidelines for Development Application Gateway Features, applicable by-laws and policies.</p> <p>Prior to the earlier of registration or installation, the Owner shall deposit security to guarantee on-going maintenance and removal of the Secondary Neighbourhood Gateway Feature(s).</p> <p>The Owner shall be solely responsible for the on-going upkeep and maintenance of the Secondary Neighbourhood Gateway Feature until it is removed, upon which time the security may be released.</p> <p>All of the aforementioned are to the satisfaction of the General Manager, Planning, Real Estate and Economic Development Department.</p>	OTTAWA Planning

	<u>Parks</u>	
55.	<p>In accordance with the <i>Planning Act</i> and the City of Ottawa Parkland Dedication By-law, the Owner shall convey Blocks 638, 645, 666, 667 (the "Park Block") to the City for parkland purposes, to the satisfaction of the General Manager, Recreation, Cultural and Facility Services Department.</p>	OTTAWA Parks
56.	<p>The Owner covenants and agrees that Block(s) 638, 645, 666, 667 will be conveyed to the City, at no cost, as dedicated parkland. The size and configuration of the Park Block(s) on the Final Plan shall be to the satisfaction of the General Manager, Recreation, Cultural and Facility Services Department.</p> <p>The Owner covenants and agrees that the parkland dedication requirement has been based on the proposed residential use at a rate of one hectare per 300 units (residential >18units/ha), or such other rate as agreed to in writing to the satisfaction of the General Manager, Recreation, Cultural and Facility Services Department.</p> <p>Based on the estimated number of 1,480 dwelling units for this development, a parkland dedication of 4.93 hectares is required.</p> <p>The Owner agrees that any over-dedication of Parkland shall not be compensated or reimbursed as part of this agreement or any further agreement with the City. Any over-dedication cannot be transferred to another development application.</p> <p>In the event that there is a change in the proposed use, block area, residential product and/or number of dwelling units change, the required parkland dedication will also be subject to change.</p>	OTTAWA Parks
57.	<p>The Owner acknowledges and agrees to design and construct at its cost the Park Block(s) in accordance with City Specifications and Standards. The Owner further agrees to provide design plans and documents as detailed in the Park Development Manual 2nd edition 2017 (and as amended) for the park(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 these parks will be in accordance with the rate per hectare and indexing rate utilized for park development by the City at the time of registration of each phase of development.</p> <p>The design plans and documents as well as the final budget for design, construction, review and inspection shall be subject to approval by the City, all to the satisfaction of the General Manager,</p>	OTTAWA Parks

	<p>Recreation, Cultural and Facility Services Department, and shall be referred to as the "Park Development Budget".</p> <p>The design plans and documents as well as the final budget for design, construction, review and inspection shall be subject to approval by the City, all to the satisfaction of the General Manager, Recreation, Cultural and Facility Services Department.</p>	
58.	<p>All Owner obligations associated with the Park Block(s) must be completed to the satisfaction of the General Manager, Recreation, Cultural and Facility Services Department within two (2) years of registration of the phase which contains the park block.</p> <p>If the Park Block 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.</p>	OTTAWA Parks
59.	<p>The Owner acknowledges and agrees that no stormwater management ponds, overland flow routes, and/or encumbrances of any kind, such as retaining walls, utility lines or easements of any kind shall be located on or under dedicated park blocks, unless satisfactory to the General Manager, Recreation, Cultural and Facility Services Department.</p> <p>If encumbrances exist, or are proposed on the park blocks, the park blocks may need to be adjusted, increased in size to accommodate intended parkland development requirements, and said encumbered lands may need to be removed from parkland dedication. The draft plan may need to be adjusted to reflect omission of encumbered lands that restrict parkland development. The removal and/or mitigation of the encumbrances shall be the responsibility of the Owner, at the Owner's expense.</p> <p>All of the aforementioned are to the satisfaction of the General Manager, Recreation, Cultural and Facility Services Department.</p>	OTTAWA Parks
60.	<p>The Owner acknowledges and agrees that any encumbrances at, above or below the surface, which are not for the benefit of the park, such as retaining walls, utility lines, floodplain areas, wildlife, environmental and vegetation buffers including the CRZ of existing off-site trees on adjoining lots as identified by the City Forester or easements of any kind on lands, or portion thereof encumbering the</p>	OTTAWA Parks

	design and function of future Park Block(s) must be approved by the General Manager of Recreation, Culture and Facility Services Department, and will not form part of the <i>Planning Act</i> parkland dedication requirements unless so approved.	
61.	<p>The Owner agrees the Park Block(s) must be fully developable for its intended use based on a geotechnical and soils 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 Development Budget.</p> <p>All of the aforementioned are to the satisfaction of the General Manager, Recreation, Cultural and Facility Services Department.</p>	OTTAWA Parks
62.	<p>Once a Facility Fit Plan is submitted and after all tree protection fencing for on-site and off-site trees on adjoining residential lots 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 City agrees that the Owner may stockpile the topsoil either on or off the Park Block(s).</p> <p>If the removal of the native topsoil is required, the Owner agrees to provide replacement topsoil, outside of the Park Development Budget, at a sufficient depth and quality for parks as per City Standards for park topsoil. All work shall proceed in accordance with the applicable regulations.</p>	OTTAWA Parks
63.	<p>The City acknowledges and agrees that the Owner may use the Park Block(s) outside of the protected park areas for the stockpiling of materials or staging as needed. The Owner agrees to conduct the stockpiling of soils in accordance with the future excess soils regulation, as amended.</p> <p>The Owner agrees contaminated soils shall not be stockpiled on future park areas. The Owner agrees to provide to the City documentation of the source and quality of the soils temporarily stored on the future park areas.</p> <p>The Owner acknowledges and agrees that in the event that the Owner chooses to use the parkland for stockpiling or staging, once</p>	OTTAWA Parks

	<p>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 and soils 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, Infrastructure and Water Services Department.</p> <p>The Owner agrees that any remediation required to the parkland as result of the Owners use of the parkland will be at the Owner's expense and will be in addition to the estimated Park Development Budget calculated at the per hectare rate as indexed and such remediation work shall be completed to the satisfaction of the General Manager, Infrastructure and Water Services Department.</p>	
64.	<p>The Owner further agrees to prepare and submit upon or prior to 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.</p>	OTTAWA Parks
65.	<p>The Owner acknowledges and agrees that it is the responsibility of the Owner to fill and rough grade the park where necessary to meet approved subdivision grades, with clean earth borrow, compacted and leveled within the Park Block(s) 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.</p> <p>Any fill imported to the future Park Block 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.</p> <p>Copies of all records related to all soils imported to the future park areas must be provided to the City. All works and fill materials are to be approved by the General Manager, Planning, Real Estate and Economic Development Department prior to being placed on site.</p>	OTTAWA Planning Parks

	All work shall proceed in accordance with the applicable regulations and according to the current (at time of work) approved City details and specifications.	
66.	<p>The Owner acknowledges and agrees that it is the responsibility of the Owner to undertake the final grading, including supply of required fill and topsoil for the Park Block, in accordance to the park design working drawings/ grading and drainage plans. The final grading will be covered by the Park Development Budget to a maximum of 10% of the park construction cost sub-total. Additional fill and grading beyond 10% of the park construction cost will be at the sole expense of the Owner and additional to the park budget.</p> <p>All works and design drawings are subject to the approval of the General Manager, Recreation, Cultural and Facility Services Department and the General Manager, Planning, Real Estate and Economic Development Department.</p>	OTTAWA Planning Parks
67.	<p>Unless otherwise specified the Owner shall provide the following services and utilities to all Park Blocks (638, 645, 666, 667):</p> <ul style="list-style-type: none"> a) A 300mm (minimum) 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 [subject to confirmation of requirement at Fit Plan stage]. d) A 120/240 volt, 200 amperes single phase hydro service at 2m inside the park property line. The Owner is responsible for making all arrangements and coordinating the connection of the new hydro (electrical) service, including costs and inspections, with the respective hydro (electricity) agencies. The Owner is also responsible to ensure the park electricity service(s) is included on the approved CUP drawings. <p>Due to the linear nature of Park Block 638, the Owner shall provide additional services and utilities, as required, in accordance with the Facility Fit Plan at no cost to the City.</p> <p>All works shall be shown on the approved drawings and shall be</p>	OTTAWA Planning Parks

	subject to the approval of the General Manager, Infrastructure and Water Services Department.	
68.	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 public 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
69.	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
70.	The Owner shall include a clause in each Agreement of Purchase and Sale and shall be registered as a notice on title in respect of all Lots and Blocks which shall provide notification to all purchasers of lands within the Subdivision that parkland within this subdivision and/or already existing in the vicinity of the subdivision may have: <ul style="list-style-type: none"> a) active hard surface and soft surface recreational facilities b) active lighted sports fields and other lit amenities c) recreation and leisure facilities d) potential community centre e) library f) day care g) other potential public buildings/ facilities/ amenities. 	OTTAWA Parks
71.	The Owner acknowledges and agrees that, if the approved park concept design contains amenities proposed by the Owner that exceed the standard Park Development Budget, and if securities are not retained by the City for these items, the City shall not be responsible for these items in the event that the City must complete the park.	OTTAWA Parks
72.	The Owner acknowledges and agrees that, following registration of the applicable phase of the subdivision, the Park Block(s) will be transferred to the City. Notwithstanding said transfer, the Owner	OTTAWA Parks

	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 the Subdivision Agreement.	
73.	<p>Prior to the acceptance of woodland Park Block 645; and Park Block(s) 638, 666 with substantial wooded areas; the Owner agrees to remove any dead, dying or fallen trees and debris from the Block(s) that pose a safety risk. Prior to any removals, the Owner must arrange an inspection of the lands with the City Forester and Park Planner in advance of these works occurring. Any removals/clean up shall follow best forestry practises.</p> <p>The design drawings and documents for woodland Park Block 645 must include a Park Woodlot Management Plan prepared by a registered Professional Forester. The recommendations must be implemented during the park development.</p> <p>The Owner acknowledges and agrees that the costs to remove unsafe trees, costs to prepare the Park Woodlot Management Plan and costs to implement the recommendations found in the Management Plan will be outside of the Park Development Budget, at the sole cost to the Owner.</p>	OTTAWA Planning Parks
74.	<p>The Owner acknowledges and agrees to erect, at its expense, on the Park Block at locations selected by the General Manager, Infrastructure and Water Services Department a professionally painted sign. Sign material, size and installation and construction details shall be to the satisfaction of the General Manager, Recreation, Cultural and Facility Services. The signs shall clearly read, in English and in French:</p> <p style="text-align: center;">Future Parkland No Dumping No Removal Soil or Vegetation No Storage of Materials</p> <p style="text-align: center;">Parc futur Il est interdit de jeter des déchets Il est interdit d'enlever le sol ou la végétation Entreposage de matériaux interdit</p> <p>The Owner further agrees to maintain the signs (including graffiti) and such signs shall be removed only with the approval of the General Manager, Recreation, Cultural and Facility Services.</p>	OTTAWA Parks

75.	<p>Upon registration of the subdivision and transfer of ownership of the Park Block to the City, the Owner agrees to provide:</p> <ul style="list-style-type: none"> • a certificate of insurance that names the City of Ottawa as Additional Insured, and • a letter of credit which covers the full amount of the Park Design and Construction Cost to ensure the work is completed. <p>The Owner will hereby be granted consent to enter at no cost to complete the work. All is to the satisfaction of the General Manager of Recreation Culture and Facility Services.</p>	OTTAWA Parks
76.	<p>The Owner acknowledges and agrees that no work within the right-of-way in front of, or around, any boundary of the park will be a park cost. All right-of-way work including, tree planting, topsoil and sod, and all hard surface work will be at the Owners' expense.</p> <p>Where a park plaza or landscape feature extends into the right-of-way as a continual element of the park development, this work may be considered park work at the discretion of the General Manager, Recreation, Cultural and Facility Services.</p>	OTTAWA Parks
77.	<p>The Owner acknowledges and agrees that if there is a deficiency in the quantity of street trees within the Subdivision, and the Owner and the City mutually agree that those trees shall be planted within the Park Block(s), the supply and installation of those trees shall be at the Owners' expense, outside of the Park Development Budget.</p>	OTTAWA Parks
78.	<p>The Owner and the General Manager of Recreation, Culture and Facility Services may, if it is mutually beneficial to both parties, enter into an agreement whereby the Owner will provide funding (+HST) to the City for the design and the construction of the Park Block(s). The City will proceed with the design and construction of the park as per the typical City-build park process as described in the Park Development Manual. City may need to hire another consultant due to the Conflict of Interest provisions in Section 42 of the Procurement By-law, as follows:</p> <ol style="list-style-type: none"> 1. 42. CONFLICT OF INTEREST 2. (1) No person shall provide Consulting Services or Professional Services to both the City and a private sector developer on the same or related project. (2008-332) <p>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</p>	OTTAWA Parks

	development, which includes the Park Block(s), (referred to as the Park Development Budget), plus a 5% administrative fee for City forces to execute the project, plus 13% HST on the total amount. The funding for park works will be paid to the City at the time of registration for the phase of development, which includes the Park Block. All standard subdivision conditions associated with the park, including, but not limited to: fencing, fill and rough grading, topsoil replacement, tree removal and services stubbed to within 2.0 m inside the Park Block(s) will remain a subdivision cost to be covered by the Owner separate from the Park Development Budget.	
79.	The Owner acknowledges and agrees to provide the City with one additional year of warranty on all park construction Works on Block 667, due to the significant amount of fill required for this block.	OTTAWA Parks
80.	In accordance with condition 73, the Owner agrees to remove any dead, dying or fallen trees and debris from the Open Space Block(s) that pose a safety risk. Prior to any removals, the Owner must arrange an inspection of the lands with the City Forester and Park Planner in advance of these works occurring. Any removals/clean up shall follow best forestry practises, at the sole cost to the Owner.	OTTAWA Parks
81.	Prior to registration, in respect to Park Block 638, the Owner at its sole expense, shall provide mitigation measures, that include measures relating to existing off-site trees and landscaping on adjacent residential lots, to ensure that the design intent of the park block can be achieved. Such work shall include, but not limited to provide culvert and/or structures to allow for pedestrian crossing over the required easement lands, any and all landform works, slope stabilization, barrier or delineation fencing, landscaping and other works that may be required on or within the easement lands to achieve the park design requirements. No park easement works shall be a park budget responsibility, and unless for the benefit of the City, no easement lands will count as parkland dedication. All is to the satisfaction of the General Manager of Recreation Culture and Facility Services.	OTTAWA Parks
82.	Prior to registration, the Owner shall ensure Park Block 645 is not encumbered by any structures, underground services and utilities, unless otherwise acceptable to the General Manager of Recreation Culture and Facility Services. Removals of and mitigation including a site condition report as required to be submitted to the City, at the Owner's expense. All is to the satisfaction of the General Manager of Recreation Culture and Facility Services.	OTTAWA Parks

<u>Environmental Constraints</u>		
83.	The Owner shall prepare an Integrated Environmental Review in accordance with the policies of the Official Plan, to the satisfaction of the General Manager, Planning, Real Estate and Economic Development Department. This shall include a consolidated summary of the Combined Environmental Impact Statement and Tree Conservation Report recommendations and shall demonstrate how these recommendations have been incorporated into the final plan. It shall specifically include a quantitative comparison of current significant woodland and total forest canopy on the site with the anticipated future forest canopy based on the tree planting shown in the Landscaping Plan.	OTTAWA Planning CA
84.	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 consolidated and updated as necessary to reflect the final plan as approved, and to address any changes to the anticipated impacts and recommended mitigation measures that may be required as a result of changes to the draft plan, changes in the regulatory context with respect to species at risk, or changes in the known environmental context of the site. This update shall be to the satisfaction of the General Manager, Planning, Real Estate and Economic Development Department.	OTTAWA Planning CA
85.	The Owner acknowledges and agrees that the construction of the subdivision shall be in accordance with the recommendations of the combined Environmental Impact Statement and Tree Conservation Report by McKinley and Muncaster, as amended, including but not limited to: <ul style="list-style-type: none"> • Afforestation of the Open Spaces, Woodland Park and landscaped buffers (planting plan to be approved by the City) • Fish and wildlife salvage with the exception of non-native invasive species (e.g. carp, goldfish) • Other construction mitigation measures, including measures relating to existing off-site trees and landscaping on adjacent residential lots, such as timing windows for the removal of vegetation. 	OTTAWA Planning CA
86.	The Owner agrees to abide by all appropriate regulations associated with Provincial and Federal statutes for the protection of wildlife, including migratory birds and species at risk.	OTTAWA Planning
87.	The Owner agrees to include appropriate provisions in the Subdivision Agreement to preserve the landscaped 3.0 metres and 6.0 metres buffers (as shown on the Concept Plan dated February 25,	OTTAWA Planning

	2021) to the satisfaction of the General Manager of Planning, Real Estate and Economic Development. This agreement shall be registered on title and these provisions shall be identified in all agreements of purchase and sale for all lots containing a landscaped buffer.	
88.	The Owner shall convey, at no cost to the City, the following lands: Blocks 635, 636, 637, 641, 642, 646, 649, 650, 718, and 719 comprising the Open Spaces for afforestation. Final configuration of the Blocks shall be to the satisfaction of the General Manager, Planning, Real Estate and Economic Development Department. These lands shall not be credited towards determining parkland dedication requirements.	OTTAWA Planning
89.	Where required, the Owner shall prepare, to the satisfaction of the General Manager, Planning, Real Estate and Economic Development Department, an Owner Awareness Package (OAP) highlighting the advantages and responsibilities of a homeowner living in or adjacent to naturalized greenspaces. 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 features and the urban forest canopy, including the vegetated buffers. 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, care and maintenance of trees, and recommendations of locally appropriate native species for landscaping. The OAP shall be distributed to all purchasers with the Agreement of Purchase and Sale.	OTTAWA Planning CA
<u>Record of Site Condition / Contaminated Soil</u>		
90.	The Owner shall be required to submit to the General Manager, Planning, Real Estate and Economic Development Department and Chief Building Official, a Record of Site Condition (RSC) completed in accordance with the O.Reg. 153/04, and acknowledged by the Ministry of Environment. The RSC shall confirm that all or part of the site will be suitable for the proposed use in accordance with O.Reg. 153/04.	OTTAWA Planning BCS
91.	The Owner shall agree in the subdivision agreement to be required to submit a remedial action plan to address soil contamination and other impacts identified in the additional work described above, to the satisfaction of the General Manager, Planning, Real Estate and Economic Development Department.	OTTAWA Planning

92.	The Owner shall be required to submit a revised Phase II ESA with a remediation report appended upon completion of the remedial work to the satisfaction of the General Manager, Planning, Real Estate and Economic Development Department.	OTTAWA Planning CREO
93.	The Owner agrees in the subdivision agreement to strict dust, odour, noise and sediment migration control measures in place during the excavation work given the presence of mercury contamination in the Site soil and other contamination that may be identified during the preparation of the RSC documentation.	OTTAWA Planning
	<u>Schools</u>	
94.	The Owner acknowledges and 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 address by the utilization of portable classrooms and/or directing students to schools outside their community.	OCDSB
95.	The Owner acknowledges and agrees to notify prospective purchasers that Ottawa Catholic Schools in the area are overcrowded and therefore existing attendance boundaries may be changed and/or students may be directed to schools outside their community or accommodated in portables.	OCSB
	<u>Sump Pumps</u>	
96.	Prior to registration or early servicing the Owner acknowledges and agrees to provide a hydrogeological assessment of the seasonal high water table prepared and certified by a hydrogeologist whom is either a Professional Geoscientist or Professional Engineer licensed in Ontario. The assessment will require a monitoring well program designed and supervised by a hydrogeologist, who will also be responsible for the overall hydrogeological assessment, all to the satisfaction of the General Manager, Planning, Real Estate and Economic Development.	OTTAWA Planning
97.	The Owner acknowledges requirements for the hydrogeological assessment will be defined in the City of Ottawa Sewer Design Guidelines. The Owner acknowledges and agrees this will include but not be limited to: requirements for the identification of the pre-development high water table, anticipated post-development changes to the long-term water table (where supporting data is available in order to assess these changes), the potential for short-term groundwater concerns during transient events (e.g., spring melt, high	OTTAWA Planning

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

104.	<p>The Owner acknowledges and agrees that all sump pump systems including back-up system must be inspected and maintained regularly in accordance with the manufacturer's recommendations. The Owner covenants and agrees that it will advise all prospective lot purchasers of the sump pump systems and back-up system in the agreement of purchase and sale, and shall be registered as a notice on title in respect of all Lots and Blocks.</p> <p>Stormwater Management</p>	OTTAWA Planning
105.	<p>The Owner shall provide any and all stormwater reports (list of reports, for example, a Stormwater Site Management Plan in accordance with a Conceptual Stormwater Site Management Plan) that may be required by the City for approval prior to the commencement of any works in any phase of the Plan of Subdivision. Such reports shall be in accordance with any watershed or subwatershed studies, conceptual stormwater reports, City or Provincial standards, specifications and guidelines. The reports shall include, but not be limited to, the provision of erosion and sedimentation control measures, implementation or phasing requirements of interim or permanent measures, and all stormwater monitoring and testing requirements.</p> <p>All reports and plans shall be to the satisfaction of the General Manager, Planning, Real Estate and Economic Development Department.</p>	OTTAWA Planning CA
106.	<p>Prior to the commencement of construction of any phase of this Subdivision (roads, utilities, any off site work, etc.) the Owner shall:</p> <ol style="list-style-type: none"> i. have a Stormwater Management Plan and an Erosion and Sediment Control Plan prepared by a Professional Engineer in accordance with current best management practices; ii. provide all digital models and modelling analysis in an acceptable format; and iii. have said plans approved by the General Manager, Planning, Real Estate and Economic Development Department. <p>All submissions and any changes made to the Plan shall be submitted to the satisfaction to the City and the Mississippi Valley Conservation Authority.</p> <p>The Owner shall implement an inspection and monitoring plan to maintain erosion control measures.</p>	OTTAWA Planning and MVCA

	The Owner shall provide certification through a Professional Engineer licensed in the province of Ontario that the plans have been implemented.	
107.	On completion of all stormwater works, the Owner agrees to provide certification to the General Manager, Planning, Real Estate and Economic Development Department through a Professional Engineer, licensed in the province of Ontario, that all measures have been implemented in conformity with the approved Stormwater Site Management Plan.	OTTAWA Planning
108.	The Owner shall maintain and implement a monitoring/implementation program for the ultimate stormwater management facilities on-site including low impact development measures in accordance with the recommendations of the Servicing and Stormwater Management Plans and Reports, and the Environmental Compliance Approval(s), until such time as the stormwater management facilities have been given Final Acceptance and has been assumed by the City. The Owner acknowledges and agrees that the City shall not assume the stormwater management facilities until a minimum of 80% of the tributary area of the facility is constructed and occupied, or at an earlier agreed upon date. The Owner acknowledges that the City shall hold a portion of the letter of credit, for the construction of the facility, for the purpose of ensuring maintenance and monitoring is completed in accordance with the approved Plans and Reports, and in accordance with the Ministry of the Environment's Environmental Compliance Approval(s). All of aforementioned are to the satisfaction of the General Manager, Planning, Real Estate and Economic Development Department.	OTTAWA Planning
109.	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 or restore any of the existing or natural environment to the extent adversely affected by the redevelopment, through the preparation of any storm water management reports, as required by the City.	OTTAWA Planning
110.	<p>The Owner covenants and agrees that the following clause shall be incorporated into all agreements of purchase and sale for the whole, or any part, of a lot or block on the Plan of Subdivision, and registered separately against the title:</p> <p>"The Owner acknowledges that some of the rear yards within this subdivision are used for on-site storage of infrequent storm events. Pool installation and/or grading alterations and/or coach houses on some of the lots may not be permitted and/or revisions to the</p>	OTTAWA Legal

	approved Subdivision Stormwater Management Plan Report may be required to study the possibility of modification on any individual lot. The Owner must obtain approval of the General Manager, Planning, Real Estate and Economic Development Department of the City of Ottawa prior to undertaking any grading alterations."	
111.	<p>The Transferee, for themself, their heirs, executors, administrators, successors and assigns covenants and agrees to insert a clause in agreements of purchase and sale for the Lots/Blocks listed below that the Purchaser/Lessee is responsible to maintain conveyance of surface flow over the rear and/or side of their lot, and maintain sub-surface drainage infrastructure, all of which shall be to the satisfaction of the General Manager, Planning, Real Estate and Economic Development Department of the City of Ottawa.</p> <ul style="list-style-type: none"> • All Lots and Blocks except for back-to-back townhome lots/blocks. 	OTTAWA Planning
112.	The Owner agrees to provide a hydrogeological report for any proposed low impact development measures within the Plan of Subdivision. The Owner further agrees that the proposed LIDs will be in accordance with the City of Ottawa Low Impact Development Technical Guidance Report: Implementation in Areas with Potential Hydrogeological Constraints.	OTTAWA Planning
113.	The Owner agrees to provide downstream stormwater modelling (i.e. Kizell Creek) based on the City of Ottawa sub watershed model of record (i.e. AECOM 2015 model including KNL9 developed as well as the updated survey of the Beaver Pond). The Owner is to convert the model of record to continuous modelling (requiring additional parameters to make the model continuous), but not change any downstream parameters (unless to correct errors), to the satisfaction of the General Manager, Planning, Real Estate and Economic Development, and General Manager, Infrastructure and Water Services Department of the City of Ottawa.	OTTAWA Planning Infrastructure and Water Services
114.	The Owner acknowledges that Watt's Creek and Kizell Drain 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. Any application received in this regard will be assessed within the context of approved policies for the administration of the regulation.	MVCA

115.	The Owner agrees to provide to the General Manager, Planning, Real Estate and Economic Development Department, any and all hydrologic reports to demonstrate that the onsite water balance will be maintained with the inclusion of low impact development (LID) strategies. The onsite water balance calculations shall be completed exclusive of the stormwater management ponds and underground storage facility. All reports shall be to the satisfaction of the General Manager, Planning Real Estate and Economic Development Department, and Mississippi Valley Conservation Authority.	OTTAWA Planning and MVCA
116.	The LID calculations shall be completed exclusive of the stormwater management ponds and underground storage facility.	OTTAWA Planning
117.	The Owner acknowledges that if there are any changes in the outflow from the Beaver Pond, especially an increase in the flow, the Mississippi Valley Conservation Authority will be required to recalculate the water elevations in the flood plain mapping study, at the Owner's expense. Changes in the outflow from the Beaver Pond must not have a negative impact on the delineated flood line, natural heritage features such as the Provincially Significant Wetland or erosion downstream.	MVCA
118.	The Owner shall provide any and all stormwater reports that may be required by the City for approval prior to the commencement of any works in any phase of the Plan of Subdivision. Such reports shall be in accordance with any watershed or subwatershed studies, conceptual stormwater reports, City or Provincial standards, specifications and guidelines. The reports shall include, but not be limited to, the provision of erosion and sedimentation control measures, implementation or phasing requirements of interim or permanent measures, and all stormwater monitoring and testing requirements. All reports shall be to the satisfaction of the General Manager, Planning, Real Estate and Economic Development Department and Mississippi Valley Conservation Authority.	OTTAWA Planning and MVCA
119.	The Owner agrees to enter into an agreement with the City of Ottawa to establish baseline and post-construction monitoring, for 2 years following the final phase of development, of the downstream storm sewer system along Weelock Way and at the outlet of the Beaver Pond, to identify and measure peak flows, runoff volumes and temperature change impacts, and to identify and implement appropriate mitigation measures. A contingency plan is required if any measures have an impact on the receiving watercourse. Baseline monitoring is to be established at least one year before construction of any part of the subdivision. The monitoring program and contingency plan is to be to the satisfaction of the General	OTTAWA Planning National Capital Commission

	Manager, Planning, Real Estate, and Economic Development Department and National Capital Commission. An annual report on the monitored data is to be submitted to the City.	
120.	The Owner agrees that at least one year prior to the commencement of any works in any phase of the Plan of Subdivision the monitoring program, described above, will be located at the storm sewer system along Weslock Way and at the outlet of the Beaver Pond to distinguish impacts from the Plan of Subdivision, and will be designed to monitor peak flows, overall water volumes, and water temperatures. The design, location, operational parameters and data collection formats will be in accordance with an approved Stormwater Management Plan to the satisfaction of the City.	OTTAWA Planning
121.	The Owner agrees that sign off from the National Capital Commission will be required prior to the plan of subdivision's use of the downstream watercourse as required by the General Manager, Planning, Real Estate and Economic Development Department.	OTTAWA Planning National Capital Commission
122.	The Owner agrees that erosion control measures are to be implemented either on-site, in-stream within Kizell Creek, or both, should one measure with sufficient factors of safety not be sufficient to limit erosion potential in the stream, to the extent caused by the redevelopment of the subject site, to existing levels.	OTTAWA Planning
123.	The Owner agrees that the proposed Plan of Subdivision is to have no negative impact from a stormwater perspective, during both minor and major storm events, on the existing surrounding developments within the Kanata Lakes neighbourhood.	OTTAWA Planning
	<u>Sanitary Services</u>	
124.	The Owner agrees to submit detailed municipal servicing plans, prepared by a Professional Civil Engineer licensed in the Province of Ontario, to the General Manager, Planning, Real Estate and Economic Development Department.	OTTAWA Planning
125.	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;	OTTAWA Planning

	<ul style="list-style-type: none"> 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. 	
126.	The Owner agrees that Early Servicing and/or registration will not be issued for the proposed Plan of Subdivision until the City confirms that sufficient capacity exists in the sanitary sewer system to accommodate the number of units proposed within the phase of the subdivision proposed to be early serviced and/or registered or Signature Ridge Pump Station redirection project is completed thereby freeing capacity within the Kanata Lakes Trunk sanitary sewer, whichever is sooner. Developers are able to front-end City projects once it is identified in the DC by-law. Developers are able, subject to obtaining the approval of Council, to front end.	OTTAWA Planning
	<u>Water Services</u>	
127.	The Owner agrees to design and construct all necessary watermains and the details of water servicing and metering for the lots abutting the watermains within the subject lands. The Owner shall pay all related costs, including the cost of connection, inspection and sterilization by City personnel, as well as the supply and installation of water meters by the City.	OTTAWA Planning
128.	The Owner shall prepare, at its cost, a hydraulic network analysis of the proposed water plant within the Plan of Subdivision and as it relates to the existing infrastructure. This analysis shall be submitted for review and approval as part of the water plant design submission.	OTTAWA Planning
129.	The Owner acknowledges and agrees not to permit any occupancy of buildings on the individual Lots described in Schedule "A" of the Subdivision Agreement until the water plant has been installed, sterilized and placed in service to the satisfaction of the General Manager, Planning, Real Estate and Economic Development Department.	OTTAWA Planning
130.	The Owner further acknowledges and agrees that the service post, which is the fitting located near the property line that allows access to	OTTAWA Planning

	the shutoff valve, must be visible, raised to finished grade and in working condition in order for the City to turn on the service.	
131.	The owner acknowledges and agrees to provide a Water Age Analysis prior to registration which reflects their proposed phasing and scheduling. Where required, through this analysis or through testing, the Owner acknowledges and agrees that flushing infrastructure will be installed at no cost to the City, and that the Owner will be responsible for all costs associated with the consumption and disposal of water, as required, to ensure that adequate chlorine residual is maintained throughout the water system, all to the satisfaction of the General Manager, Public Works and Environmental Services	OTTAWA Planning
132.	The Owner acknowledges and agrees not to apply for, nor shall the City issue, building permits for more than 50 dwelling units (or the equivalent) where the watermain for such units is not looped. Any unit serviced by a looped watermain that is not looped shall be required to have sufficient fire protection, to the satisfaction of the General Manager, Planning, Real Estate and Economic Development Department.	OTTAWA Planning
<u>Serviced Lands</u>		
133.	The Owner shall be responsible for the provisions of the following works, including oversizing and over depth (where appropriate), at its cost, in accordance with plans approved by the General Manager, Planning, Real Estate and Economic Development Department, and/or the Province: <ul style="list-style-type: none"> a. Watermains; b. Sanitary Sewers; c. Storm Sewers; d. Roads and traffic plant(s); e. Street Lights; f. Sidewalks; g. Landscaping; h. Street name, municipal numbering, and traffic signs; i. Stormwater management facilities; and j. Grade Control and Drainage. 	OTTAWA Planning
134.	The Owner shall not commence construction of any Works or cause or permit the commencement of any Works until the City issues a Commence Work Notification, and only then in accordance with the conditions contained therein.	OTTAWA Planning

135.	The Owner agrees to provide services oversized and over depth to service lands beyond the limits of the subdivision as required and to the satisfaction of the General Manager, Planning, Real Estate and Economic Development Department.	OTTAWA Planning
136.	The Owner shall not be entitled to a building permit, early servicing, or commencement of work construction until they can demonstrate that there is adequate road, sanitary, storm, and watermain capacity and any Environmental Compliance Approvals (ECA) necessary are approved. All are to the satisfaction of the General Manager, Planning, Real Estate and Economic Development Department.	OTTAWA Planning
137.	The Owner agrees that the stormwater and sanitary sewers system and plan of subdivision may need to be revised if the City refuses to release City easements.	OTTAWA Planning
138.	<p>The Owner agrees all servicing and/or drainage related dedicated blocks are to be sized at a minimum according to the Ottawa Sewer Design Guidelines, Section 3.3 or larger based on the needs of the block, or smaller if acceptable to the General Manager, Planning, Real Estate and Economic Development Department.</p> <p>The Owner further agrees while easements are not intended to be taken, if any are accepted by the City of Ottawa, they are to be sized according to the Ottawa Sewer Design Guidelines, Section 3.3 or larger based on the needs of the block, or smaller if acceptable to the General Manager, Planning, Real Estate and Economic Development Department.</p>	OTTAWA Planning
<u>Utilities</u>		
139.	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

140.	<p>The Owner agrees that there is medium voltage underground infrastructure along the [North/South/East/West] side of the property.</p> <p>a) The Owner 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 one and a half meters (1.5m) of any Hydro Ottawa underground plant unless the exact position of plant is determined by hand digging methods. Direct supervision by Hydro Ottawa forces, and protection or support of the underground assets shall be at the Owner's expense.</p> <p>b) If the change in grade is more than three tenths of a meter (0.3m) in the vicinity of proposed or existing electric utility equipment. Hydro Ottawa requests to be consulted to prevent damages to its equipment.</p> <p>c) The Owner shall not use steel curb and sidewalk form support pins in the vicinity of Hydro Ottawa underground plant for electrical safety.</p> <p>d) The Owner shall ensure that no planting or permanent structures are placed within the clearance areas around padmounted equipment which is defined by Hydro Ottawa's standard UTS0038 "Above Ground Clearances for padmounted Equipment" which can be found at https://hydroottawa.com/accounts-and-billing/residential/guide/clearances.</p> <p>e) The Owner shall ensure that any landscaping or surface finishing does not encroach into existing or proposed Hydro Ottawa overhead or underground assets or easement. When proposing to plant 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.</p>	Hydro Ottawa
141.	The Owner shall contact Hydro Ottawa to arrange for disconnecting the service from the distribution system and removal of all Hydro Ottawa assets at least ten business days prior to demolition/removal the serviced structure.	Hydro Ottawa
142.	Hydro Ottawa advises that all underground work to service a subdivision be coordinated together and that at least 14 weeks are needed from receipt of the Owner's deposit to start the material purchase and scheduling.	Hydro Ottawa

143.	The Owner shall apply Hydro Ottawa's standards and City approved road cross-section standards for public roads.	Hydro Ottawa
144.	The Applicant shall ensure the proposed Private Road complies with Hydro Ottawa Engineering Specification GCG0003 "Typical Private Residential Road Cross Section".	Hydro Ottawa
145.	Hydro Ottawa requires to be pre-consulted before approving any proposed reduction to the City of Ottawa three meter (3m) minimum standard setback prior to designing the electrical servicing, as it may affect the electrical servicing design timeline for installation and cost. This includes any proposed overhang encroachment into the three meter (3m) setback space.	Hydro Ottawa
146.	Hydro Ottawa requests to be consulted before completing the composite utility plan where any four party trench is proposed.	Hydro Ottawa
147.	The Owner is advised that the responsibility for all costs for feasible relocations, protection or encasement of any existing Hydro Ottawa plant resides with the requesting party.	Hydro Ottawa
148.	The Owner shall convey, at their cost, all required easements as determined by Hydro Ottawa.	Hydro Ottawa
149.	The Owner shall enter an Installation and Service agreement with Hydro Ottawa.	Hydro Ottawa
150.	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
151.	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
152.	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	Hydro Ottawa

	extension limit. This amount shall be in accordance with Hydro Ottawa's Contributed Capital Policy and Conditions of Service.	
153.	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 http://www.hydroottawa.com/residential/rates-and-conditions/conditions-of-service . The Owner should consult Hydro Ottawa prior to commencing engineering designs to ensure compliance with these documents.	Hydro Ottawa
154.	The owner shall transfer such new easements and maintenance agreements as are deemed necessary by Rogers Communications Canada Inc. to service this subdivision, to our satisfaction and that of the appropriate authority and at no cost to us. The owner is also to ensure that these easement documents are registered on title immediately following registration of the final plan, and the affected agencies duly notified.	Rogers
155.	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
156.	The owner agrees with Rogers Communications Canada Inc. to arrange for and pay the cost of the relocation of any existing services which is made necessary because of this subdivision, to the satisfaction of the authority having jurisdiction.	Rogers
	<u>Fire Services</u>	
157.	The Owner acknowledges and agrees that if two-hour firewalls, active fire protection measures such as sprinkler systems, and/or minimum building separations are required to comply with the FUS calculation as per the City Design Guidelines for water distribution systems, the Owner shall note any such requirements on the grading plan. The Owner shall, prior to registration, provide certified plans demonstrating the locations of such oversized services and/or oversized plumbing to compensate for low peak hour pressures in the local water distribution system. All are to the satisfaction of the General Manager of Planning, Real Estate and Economic Development Department.	OTTAWA Planning

158.	<p>The Owner acknowledges and agrees that measures which include, but are not limited to, active fire protection measures such as sprinkler systems, two-hour firewalls that compartmentalize the structure into separate fire areas, and oversized services and/or oversized plumbing shall require the posting of securities to guarantee their installation, prior to registration. The securities will be released upon receiving a letter signed and sealed by a Professional Engineer licensed in the Province of Ontario certifying that construction was carried out in accordance with the approved drawing(s)/plan(s). All are to the satisfaction of the General Manager of Planning, Real Estate and Economic Development Department.</p>	OTTAWA Planning
159.	<p>The Owner shall insert a clause in each agreement of purchase and sale and shall be registered as a notice on title in respect of all Lots and Blocks wherein the dwelling contains, or intends to contain, a sprinkler system as follows:</p> <p>"Purchasers are advised that they must maintain the sprinkler system in working order to the satisfaction of the City's Fire Department. The Purchaser agrees to include this clause in any future purchase and sale agreements."</p>	OTTAWA Planning
160.	<p>The Owner acknowledges and agrees that it shall, in the case of insufficient fire flow availability or excessive water age and loss of water disinfectant residual, provide active fire protection options such as sprinkler systems, two-hour firewalls or fire breaks that compartmentalize the structures into separate fire areas, as may be required, to limit the sizing of crescent, dead-end, and other distribution mains to a nominal size of no more than 200mm. All are to be determined by and to the satisfaction of the General Manager of Planning, Real Estate and Economic Development Department.</p>	OTTAWA Planning
<u>Noise Attenuation</u>		
161.	<p>The Owner shall have a Noise Study undertaken related to noise assessment and land use planning with respect to noises generated by moving and stationary sources prepared by a Professional Engineer, licensed in the province of Ontario to the satisfaction and approval of the General Manager, Planning, Real Estate and Economic Development Department. The Study shall comply with:</p> <ol style="list-style-type: none"> the City of Ottawa's Environmental Noise Control Guidelines, as amended; and address, and be in accordance with, the current version of the Association of Professional Engineers of Ontario Guidelines for 	OTTAWA Planning

	<p>Professional Engineers providing Acoustical Engineering Services in Land Use Planning.</p> <p>The study shall provide all specific details on the methods and measures required to attenuate any noise that exceeds the allowable noise limits in locations as determined by the recommendations of the Noise Assessment Study.</p>	
162.	Where structural mitigation measures are required as a result of the Noise Assessment Study, the Owner shall provide, prior to final building inspection, certification to the General Manager, Planning, Real Estate and Economic Development Department, through a Professional Engineer, that the noise control measures have been implemented in accordance with the approved study.	OTTAWA Planning
163.	The Owner agrees that all purchase and sale agreements for the whole or any part of the lot/block on the Plan of Subdivision shall contain the following clauses that shall be registered as a notice on title in respect of all Lots and Blocks:	OTTAWA Planning Legal
164.	Warning Clause Type A: "Transferees are advised that sound levels due to increasing (road) (Transitway) (rail) (air) traffic may occasionally interfere with some activities of the dwelling occupants as the sound levels exceed the City's and the Ministry of the Environment's noise criteria."	OTTAWA Planning Legal
165.	Warning Clause Type B: "Transferees are advised that despite the inclusion of noise control features in the development and within the building units, sound levels due to increasing (road) (Transitway) (rail) (air) traffic may on occasions interfere with some activities of the dwelling occupants as the sound levels exceed the City's and the Ministry of the Environment's noise criteria."	OTTAWA Planning Legal
166.	Warning Clause Type C: "This dwelling unit has been fitted with a forced air heating system and the ducting, etc. was sized to accommodate central air conditioning. Installation of central air conditioning by the occupant will allow windows and exterior doors to remain closed, thereby ensuring that the indoor sound levels are within the City's and the Ministry of the Environment's noise criteria. (Note: The location and installation of the outdoor air conditioning device should comply with the noise criteria of MOE Publication NPC-216, Residential Air Conditioning Devices and thus minimize the noise impacts both on and in the immediate vicinity of the subject property.)"	OTTAWA Planning Legal

167.	Warning Clause Type D "This dwelling unit has been supplied with a central air conditioning system which will allow windows and exterior doors to remain closed, thereby ensuring that the indoor sound levels are within the City's and the Ministry of the Environment's noise criteria."	OTTAWA Planning Legal
	<u>Land Transfers</u>	
168.	The Owner shall convey, at no cost to the City, all lands required for public purposes, including but not limited to 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: <ol style="list-style-type: none"> i. Pathway, Walkway or Servicing Blocks – 654, 731, 732 ii. Open Space Blocks – 635, 636, 637, 641, 642, 646, 649, 650, 718, 719 iii. Park Blocks – 638, 645, 666, 667 iv. Storm Water Management Blocks – 634, 639, 640, 647 v. Road Widening Blocks – 633 	OTTAWA Planning Legal
169.	The Owner agrees to convey, at no cost to the City, any easements that may be required for the provision of water and wastewater systems, in addition to underground or overland stormwater drainage systems.	OTTAWA Planning Legal
	<u>Blasting</u>	
170.	<p>The Owner agree that all blasting activities will conform to the City of Ottawa's standard S.P. No: F-1201 Use of Explosives. Prior to any blasting activities, a pre-blast survey shall be prepared as per F-1201, at the Owner expense for all buildings, utilities, structures, water wells, and facilities likely to be affected by the blast and those within 75 m of the location where explosives are to be used. The standard inspection procedure shall include the provision of an explanatory letter to the owner or occupant and owner with a formal request for permission to carry out an inspection.</p> <p>The Owner agree to provide a Notification Letter in compliance with City specification F-1201. Specification indicates that a minimum of 15 Business days prior to blasting the Contractor shall provide written notice to all owner(s) and tenants of buildings or facilities within a minimum of 150m of the blasting location. The Owner agrees to submit a copy of the Notification Letter to the City.</p>	OTTAWA Planning

<u>Development Charges By-law</u>		
171.	<p>The Owner acknowledges that some of the works required to service the Subdivision may be eligible for development charges credits pursuant to the City's applicable Development Charges By-law and background study, as well as budget approval by City Council where required. Such contributions are to be determined and agreed to by the City, prior to the commencement of the associated Works or as agreed to by the City. The Owner agrees to enter into any agreements that may be required pursuant to the applicable Development Charges By-law.</p> <p>The Owner further acknowledges that the potential DC works are currently not in the Development Charges By-law, and may be once the DC By-law is updated in approximately 2024. The potential DC project is related to the Signature Ridge Pump Station redirection of flows away from the Kanata Lakes Trunk sewer.</p>	OTTAWA Planning Legal
172.	<p>The Owner shall inform the purchaser after registration of each lot or block of the development charges that have been paid or which are still applicable to the lot or block. The applicable development charges shall be as stated as of the time of the conveyance of the relevant lot or block and the statement shall be provided at the time of the conveyance. The statement of the Owner of the applicable development charges shall also contain the statement that the development charges are subject to changes in accordance with the <i>Development Charges Act, 1997</i> and the <i>Education Development Charges Act</i>.</p>	OTTAWA Planning Legal
173.	<p>The Owner acknowledges and agrees that it may enter into any front-ending agreements with the City of Ottawa if required for (SRPS redirection) that are anticipated to be required in advance of the time as approved by Council. The City shall repay the Owner for the cost of works as noted herein in accordance with the approved Front-Ending Policy of the City's Development Charge By-law, and subject to budget approval of the required expenditure by City Council in the year in which it is approved.</p>	OTTAWA Planning Legal
174.	<p>The Owner acknowledges that for building permits issued after January 15, 2010, payment of non-residential development charges, excluding development charges for institutional developments, may be calculated in two installments at the option of the Owner, such option to be exercised by the Owner at the time of the application for the building permit. The non-discounted portion of the development charge shall be paid at the time of issuance of the building permit and the discounted portion of the development charge shall be payable a</p>	OTTAWA Planning Legal

	<p>maximum of two years from the date of issuance of the initial building permit subject to the following conditions:</p> <ul style="list-style-type: none"> a) a written acknowledgement from the Owner of the obligation to pay the discounted portion of the development charges; b) no reduction in the Letter of Credit below the amount of the outstanding discounted development charges; and c) indexing of the development charges in accordance with the provisions of the Development Charges By-law. <p>The Owner further acknowledges that Council may terminate the eligibility for this two-stage payment at any time without notice, including for the lands subject to this agreement and including for a building permit for which an application has been filed but not yet issued.</p> <p>For the purposes of this provision, "discounted portion" means the costs of eligible services, except fire, police and engineered services that are subject to 90% cost recovery of growth-related net capital costs for purposes of funding from development charges. The 10% discounted portion, for applicable services, must be financed from non-development charge revenue sources.</p> <p>"Non-discounted portion" means the costs of eligible services, fire, police and engineered services, that are subject to 100% cost recovery of growth-related net capital costs for purposes of funding from development charges.</p>	
<u>Survey Requirements</u>		
175.	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
176.	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
177.	The distance from the travelled Centreline of all existing adjacent roads to the subdivision boundary should be set out in the Plan of Subdivision.	OTTAWA Surveys
<u>Closing Conditions</u>		
178.	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

179.	At any time prior to final approval of this plan for registration, the Ontario Land Tribunal may, in accordance with Section 51 (44) of the Planning Act, amend, delete or add to the conditions and this may include the need for amended or new studies.	OTTAWA Planning Legal
180.	The owner shall pay any outstanding taxes owing to the City of Ottawa prior to registration.	OTTAWA Planning Revenue
181.	Prior to registration of the Plan of Subdivision, the City is to be satisfied that conditions 1 to 185 have been fulfilled.	OTTAWA Planning
182.	The Owner covenants and agrees that should damage be caused to any of the Works in this Subdivision by any action or lack of any action whatsoever on its part, the General Manager, Planning, Real Estate and Economic Development Department may serve notice to the Owner to have the damage repaired and if such notification is without effect for a period of two full days after such notice, the General Manager, Planning, Real Estate and Economic Development Department may cause the damage to be repaired and shall recover the costs of the repair plus the Management Fee under Section 427, of the <i>Municipal Act, 2001</i> , like manner as municipal taxes.	OTTAWA Planning
183.	If the Plan(s) of Subdivision, including all phases within the draft approved plan of subdivision, has not been registered by five years after draft plan approval is granted, 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

184.	<p>The Owner agrees to implement a preloading/surcharge program for any segments of proposed City right-of-ways and lands to the extent required based on permissible grade raise exceedances evaluated by a geotechnical engineer and in accordance with the Geotechnical Report, to the satisfaction of the General Manager, Planning, Real Estate, Economic Development Department.</p> <p>Commence work notifications for any applicable segments of proposed City right-of-ways and lands subject to the preloading/surcharge program will not be issued for early servicing or registration, whichever comes first, until the preloading/surcharging program (if any) is complete for the applicable segment and any applicable letter of certification from the geotechnical engineer is provided to the satisfaction of the General Manager, Planning, Real Estate, Economic Development Department.</p>	OTTAWA Planning
185.	<p>The Owner agrees to design and construct 1.5 metre black vinyl-coated chain link fences in accordance with the Fence By-law at the following locations:</p> <ul style="list-style-type: none"> • Blocks 638, 645, 666, 667 a) 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 of 0.15 metres inside the property line of the park. Refer to Parks condition 69 for details. 	OTTAWA Planning

¹ For Clearing Agencies:

"Planning" refers to Planning Services.

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

"Legal" refers to Legal Services.

"Parks" refers to Parks and Facilities Planning Services.

"CREO" refers to Corporate Real Estate.

"Infrastructure Services" refers to Infrastructure and Water Services.

"BCS" refers to Building Code Services.

"Transit" refers to Transit Planning.

"Transpo Plg" refers to Transportation Planning.

"Forestry" refers to Forest Management.

"Revenue" refers to Revenue Services.
"Surveys" refers to Surveys & Mapping/City Surveyor.