

**Ontario Land Tribunal**  
Tribunal ontarien de l'aménagement  
du territoire



**ISSUE DATE:** July 30, 2024

**CASE NO(S):**

OLT-23-000833  
OLT-23-000843

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

Applicant/Appellant: Barrhaven Conservancy Development Corp.  
Subject: Application to amend the Zoning By-law – Refusal or neglect to make a decision  
Description: ZBA to facilitate the development of approximately 507 dwelling units comprised of single detached dwellings, traditional townhomes, rear-lane townhomes and apartment units  
Reference Number: D02-02-22-0120  
Property Address: 3288-3300 Borrisokane Road  
Municipality/UT: City of Ottawa  
OLT Case No: OLT-23-000833  
OLT Lead Case No: OLT-23-000833  
OLT Case Name: Barrhaven Conservancy Development Corporation v. Ottawa (City)

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

Subject: Proposed Plan of Subdivision – Failure of Approval Authority to make a decision  
Description: DPS to facilitate the development of approximately 507 dwelling units comprised of single detached dwellings, traditional townhomes, rear-lane townhomes and apartment units

Reference Number: D07-16-22-0028  
Property Address: 3288-3300 Borrisokane Road  
Municipality/UT: City of Ottawa  
OLT Case No: OLT-23-000834  
OLT Lead Case No: OLT-23-000833

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

Applicant/Appellant: Barrhaven Conservancy Development Corp.  
Subject: Application to amend the Zoning By-law – Refusal or neglect to make a decision  
Description: ZBL/DPS to facilitate the development of 961 residential units  
Reference Number: D02-02-21-0132  
Property Address: 4305, 4345-4375 McKenna Casey Drive and 3288-3300 Borrisokane Road  
Municipality/UT: City of Ottawa  
OLT Case No: OLT-23-000843  
OLT Lead Case No: OLT-23-000843  
OLT Case Name: Barrhaven Conservancy Development Corp. v. Ottawa (City)

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

Subject: Proposed Plan of Subdivision – Failure of Approval  
Authority to make a decision  
Description: ZBL/DPS to facilitate the development of 961 residential units  
Reference Number: D07-16-21-0036  
Property Address: 4305, 4345-4375 McKenna Casey Drive and 3288-3300 Borrisokane Road  
Municipality/UT: City of Ottawa  
OLT Case No: OLT-23-000844  
OLT Lead Case No: OLT-23-000843

**Heard:** July 5, 2024 by Video Hearing

**APPEARANCES:****Parties**

Barrhaven Conservancy  
Development Corporation

City of Ottawa

**Counsel**

Mark Flowers  
William George (Student-at-Law)

Timothy Marc

**MEMORANDUM OF ORAL DECISION DELIVERED BY S. DIXON AND DAVID BROWN ON JULY 5, 2024 AND ORDER OF THE TRIBUNAL**

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[Link to Final Order](#)

**INTRODUCTION AND BACKGROUND**

[1] This Decision and Order arises from a Hearing of Merits regarding two sets of Zoning By-law Amendment (“ZBA”) and Draft Plan of Subdivision (“DPS”) applications (together, “Applications”) for two adjacent sites known municipally as 4305, 4345, and 4375 McKenna Casey Drive (“Western Portion”) and 3288-3300 Borrisokane Road (“Eastern Portion”; together, “Subject Lands”) in the City of Ottawa (“City”).

[2] The Subject Lands comprise approximately 86 hectares of former agricultural land in the community of Barrhaven, bounded by the Jock River to the south, Highway 416 to the west, McKenna Casey Drive to the north, and Borrisokane Road to the east.

[3] The Eastern Portion of the Subject Lands forms part of a larger subdivision extending further east that received a prior and separate Draft Plan Approval on December 7, 2021 (“Conservancy East Plan”).

[4] The Applications seek to revise the Conservancy East Plan for the lands west of Borrisokane Road (i.e., the Eastern Portion) and introduce a new Draft Plan of Subdivision for the Western Portion.

[5] Barrhaven Conservancy Development Corporation (“Appellant”) filed two sets of corresponding appeals, each pursuant to ss. 34(11) and 51(34) of the *Planning Act*, R.S.O. 1990, c. P. 13, as amended (“Act”), due to the City’s failure to make a decision on the Applications within the prescribed timeframes.

[6] The appeals pertaining to the Western Portion (OLT-23-000843 and OLT-23-000844) are being heard together with the appeals pertaining to the Eastern Portion (OLT-23-000833 and OLT-23-000834).

## SETTLEMENT

[7] The Parties advised the Tribunal that they reached a settlement of all four appeals whereby the ZBA and DPS for the Western Portion are to be geographically expanded to include the Eastern Portion, such that a single ZBA and DPS – with one set of Conditions of Draft Plan Approval (“Conditions”) – would apply to the entirety of the Subject Lands. The proposed ZBA and DPS are attached hereto as **Attachment A** and **Attachment B**, respectively. The proposed Conditions are attached hereto as **Attachment C**.

[8] The Parties further advised that their executed Minutes of Settlement include provisions ensuring that, should the Tribunal approve the expanded ZBA and DPS for the entirety of the Subject Lands, the Appellant will then withdraw the remaining two appeals pertaining to the ZBA and DPS applications for the Eastern Portion (i.e., OLT-23-000833 and OLT-23-000834). A letter confirming same was provided to the Tribunal on July 11, 2024 and is hereby marked as **Exhibit 2**.

[9] Counsel for the Appellant submitted that the proposed consolidation of the Western Portion and Eastern Portion into a single geographic area covered by one ZBA and one DPS is due primarily to the change in required parkland dedication rates resulting from the *More Homes Built Faster Act, 2022* (“Bill 23”). Bill 23 amended the



Act to require a dedication of one hectare of parkland for every 600 dwelling units, whereas the Act previously required a dedication of one hectare of parkland for every 300 dwelling units. Since the applications for the Eastern Portion constitute revisions to the previously approved application – which was approved prior to the enactment of Bill 23 – a legal question remained between the Parties as to which parkland dedication rate was appropriate for the Eastern Portion.

[10] By expanding the geographic extent of the ZBA and DPS for the Western Portion to include the entirety of the Subject Lands – thereby introducing a new ZBA and DPS for the Eastern Portion as opposed to revising the previously approved instruments – the Parties submitted that the legal issue regarding the applicable parkland dedication rate no longer need be adjudicated.

### **Expanding the Scope of an Appeal**

[11] In considering the Tribunal's jurisdiction to geographically expand the scope of an appeal, the Tribunal was directed to *Claremont Development Corporation v Pickering (City)*, 2020 CanLII 62539 (ON LPAT) ("Claremont Decision"), in which former Vice Chair G.C.P. Bishop made the following findings pertaining to boundary modifications when considering appeals of a ZBA and DPS (emphasis added):

[26] The Motion brought by CDC clearly requests:

- 1) an Order that the proposed plan of subdivision includes all of Phase I and II lands as illustrated in the joint affidavit of Messrs. Given and Cory, sworn April 17, 2019; and
- 2) an Order directing the City to circulate all application materials submitted May, 2018, for the purpose of obtaining agency and public comments.

[27] The jurisprudence relied on by counsel for CDC **clarifies and solidifies the power of this Tribunal to modify an application by adding lands to areas subject to an application or appeal**. The former Ontario Municipal Board continued as this Tribunal repeatedly found that the power to modify an Official Plan Amendment application includes the power to add lands to the geographic extent of an area under appeal.

**[28] The Ontario Municipal Board has in the past allowed boundary modifications where the lands to be included: share the same essential character as the lands originally subject to the application; the modification is compatible with the existing uses; the modification allows for comprehensive planning; the public has been made aware of the proposal; and no prejudice would be suffered by the parties.**

[29] The Tribunal accepts the opinion evidence from the affidavit of Mr. Schaefer, dated April 18, 2019 and of Messrs. Given and Cory, dated April 17, 2019 and finds that it is in the public interest in this unique case, to include the Phase II lands with the Phase I lands for adjudication before this Tribunal.

[12] Counsel for the Appellant submitted that, in this instance, expansion of the boundary of the appeals to the Western Portion (i.e., OLT-23-000843 and OLT-23-000844) meets the tests set out in Paragraph 28 of the Claremont Decision as follows:

- a) The Western Portion and Eastern Portion share the same essential character, being former agricultural lands that are designated in the City's Official Plan ("COP") for residential development;
- b) There is no issue of compatibility with surrounding existing uses, as the proposed ZBA and DPS for the Subject Lands propose similar residential land uses;
- c) The modification allows for comprehensive planning, as all lands would be subject to one ZBA and one DPS with one set of Conditions;
- d) The public was made aware of the initial Applications for both the Western Portion and the Eastern Portion, and adequate notice was given regarding the Appeals to same and the resulting proceedings before this Tribunal;  
and

- e) There is no prejudice to any of the Parties, as they are requesting the modification on consent as a means to resolve all outstanding issues and simplify the Applications.

## Planning Evidence

[13] In support of the Settlement, the Tribunal was in receipt of the Affidavit of Michael Goldberg, affirmed on June 27, 2024, which was marked as **Exhibit 1**.

[14] Mr. Goldberg is a Registered Professional Planner and the founding Principal of Goldberg Group. He has approximately 40 years of experience as a land use planner and has been qualified by the Tribunal to provide expert opinion evidence in that regard on numerous occasions. He was so qualified again by the Tribunal at this Hearing.

[15] Mr. Goldberg proffered that the Subject Lands are in the Urban Area of the City, are designated “Neighbourhoods” on Schedule B6 of the COP, and are planned to complement the surrounding developed residential fabric, including the draft approved and partially registered Conservancy East Plan to the immediate east. He further proffered that:

- a) The overarching objective of the proposed development is to create a neighbourhood defined by its adjacency to the rich open space system of the Jock River corridor to the south by promoting physical activity and public health, supporting existing natural features, and protecting development from the floodplain;
- b) The proposed development provides approximately 1,995 residential units in the form of single detached homes of different frontages and various townhouse configurations, including back-to-back, rear lane, and stacked;

- c) The layout of the DPS has been influenced by the local context and consultations with City staff, including the establishment of views and focal points;
- d) The arrangement of streets and blocks is designed as a permeable grid, with pathways and walkway blocks, and is intended to address the relationship with the adjacent transportation corridor, developing neighbourhood to the east, and be sensitive to the environmental corridor to the south;
- e) The parks and streets have been designed and located to provide a connection between the community and the open space corridor of the Jock River;
- f) The ZBA and DPS have been revised to incorporate an east-west collector road and bus rapid transit alignment through the Subject Lands, thereby extending access to the City's transit network;
- g) The proposed development can be adequately serviced and will not exceed the capacity of existing City infrastructure; and
- h) Stormwater will be captured by an internal gravity sewer system that will convey treated stormwater flows to six outlets along the southern boundary of the development to the Jock River corridor.

[16] In Mr. Goldberg's opinion, the proposed development:

- a) Has appropriate regard to the relevant matters of provincial interest set out in s. 2 of the Act, including 2(a) on the protection of ecological systems, 2(h) on the orderly development of safe and healthy communities, 2(j) on

the adequate provision of a full range of housing, 2(o) on the protection of public health and safety, and 2(p) on the appropriate location of growth and development;

- b) Has appropriate regard to the criteria set out in s. 51(24) of the Act concerning draft plans of subdivision;
- c) Is consistent with the Provincial Policy Statement, 2020 (“PPS”), including Policies 1.1.1, 1.1.3.2, 1.4.1, 1.4.3, 1.6.7, and Section 2.2;
- d) Conforms to and implements the policies of the COP, including the policies relevant to lands designated “Neighbourhoods” in Sections 5.4 and 6.3;
- e) Has appropriate regard to, and has incorporated the principles of, the City’s *Urban Design Guidelines for Greenfield Neighbourhoods, 2007* and *Building Better and Smarter Suburbs, 2015* documents; and
- f) Will promote an efficient, cost-effective development and land use pattern supportive of, and accessible to, the City’s planned transit network.

[17] It is therefore Mr. Goldberg’s opinion that the proposed development is premised on sound and reasonable planning analysis, represents good planning, and is in the public interest.

## **FINDINGS**

[18] The Tribunal is satisfied that the request to modify the boundaries of the Appeals in Case Nos. OLT-23-000843 and OLT-23-000844 to include the Eastern Portion is

reasonable in the circumstances and meets the aforementioned tests set out by former Vice Chair Bishop in the Claremont Decision. The request is therefore granted.

[19] Based on the uncontroverted evidence of Mr. Goldberg, the Tribunal finds that the ZBA attached hereto as Attachment A, the DPS attached hereto as Attachment B, and the Conditions attached hereto as Attachment C, have appropriate regard to the matters of provincial interest as set out in s. 2 of the Act and the criteria set out in s. 51(24) of the Act, are consistent with the PPS, conform to the COP, represent good planning, and are in the public interest. As required by the Act, the Tribunal has had regard to the decisions of City Council, including their endorsement of the ZBA, DPS, and Conditions.

[20] The Tribunal acknowledges that, pursuant to the following Order confirming the approval of the ZBA, DPS, and Conditions, the appeals in Case Nos. OLT-23-000833 and OLT-23-000834 are formally withdrawn by the Appellant in accordance with Exhibit 2 and the executed Minutes of Settlement.

## **ORDER**

[21] **THE TRIBUNAL ORDERS** that the appeal pursuant to s. 34(11) of the *Planning Act*, R.S.O. 1990, c. P.13, as amended (“Act”), being Case No. OLT-23-000843, is allowed in part and By-law No. 2008-250 is hereby amended as set out in **Attachment A** to this Order. The Tribunal authorizes the municipal clerk of the City of Ottawa to assign a number to this by-law for record keeping purposes.

[22] **THE TRIBUNAL ORDERS** that the appeal pursuant to s. 51(34) of the Act, being Case No. OLT-23-000844, is allowed in part and the Draft Plan of Subdivision shown on the plan prepared by J.D. Barnes Limited, dated May 16, 2024 and attached hereto as **Attachment B**, is approved subject to the fulfillment of the Conditions of Draft Plan Approval set out in **Attachment C** to this Order.

[23] **THE TRIBUNAL ORDERS** that pursuant to s. 51(56.1) of the Act, the City of Ottawa 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 s. 51(58) of the Act. If 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.

*“S. Dixon”*

S. DIXON  
MEMBER

*“David Brown”*

DAVID BROWN  
MEMBER

**Ontario Land Tribunal**

Website: [www.olt.gov.on.ca](http://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 “A”**  
BY-LAW NO. 2024 - XX

A by-law of the City of Ottawa to amend By-law No. 2008-250 to change the zoning of the lands known municipally as 4305, 4345 and 4375 McKenna Casey Drive and 3288 and 3300 Borrisokane Road.

The Ontario Land Tribunal, pursuant to Section 34 of the *Planning Act*, R.S.O.1990, 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 on Attachment 1 as follows:
  - a) Area A from DR to R4Z[2968];
  - b) Area B from DR to O1;
  - c) Area C from DR to R3YY[2967];
  - d) Area D from DR to GM[2969]; and,
  - e) Area E from O1 to R3YY[2967].
2. Section 239 – Urban Exceptions of the said By-law No. 2008-250 is amended by adding the following exception:

I Exception Number	II Applicable Zone	Exception Provisions		
		III Additional Land Uses Permitted	IV Land Uses Prohibited	V Provisions
2967	R3YY[2967]			<p>- A maximum of 65 % of the area of the front yard, or the required minimum width of one parking space, whichever is the greater, may be used for a driveway, and the remainder of the yard, except for areas occupied by projections permitted under Section 65 and a walkway with a maximum width of 1.8 m, must be landscaped with soft landscaping:</p> <p>except in the case of a back-to-back townhouse where a maximum of 75 % of the area of the front yard may be used for a driveway/parking and garbage enclosure.</p> <p>-Where an attached garage accesses a public street by means of a driveway that crosses a sidewalk, the attached garage must be</p>



				<p>setback at least 5.8 m from the nearest edge of the sidewalk.</p> <p>-Despite Table 65, rows 1, 2 and 3, chimney, chimney box, fireplace box, eaves, eaves-troughs, gutters, and ornamental elements such as sills, belts, cornices, parapets and pilasters may project 1 m into required interior side yard but no closer than 0.2 m to the lot line.</p> <p>-Despite Table 65, row 6b, balconies and porches may project to within 0 m of a corner lot line and sight triangle.</p> <p>-Despite Table 65, row 6b, the steps of a porch may project 2.5 m into a required yard but may be no closer than 0.5 m from a lot line other than a corner side lot line and sight triangle, from which they can be as close as 0 m.</p> <p>-Despite Table 65, row 6a, any portion of a deck with a walking surface higher than 0.3 m but no higher than 0.6 m above adjacent grade may project to within 0.6 m of a lot line, and any portion of a deck with a walking surface equal to or less than 0.3 m may project to within 0.3 m of a lot line.</p> <p>-Despite Table 65, row 8, an air-conditioning condenser unit may project 1 m, but no closer than 0.2 m to a lot line. And the air conditioning condenser may not be located in a front yard (including front yard balcony) except in the case of a back-to-back multiple dwelling or townhouses with rear lane access but may be located in a corner side yard.</p> <p>-Section 57 does not apply.</p> <p>-In the case of a home-based business operating within a townhouse or semi-detached dwelling, a parking space is only</p>
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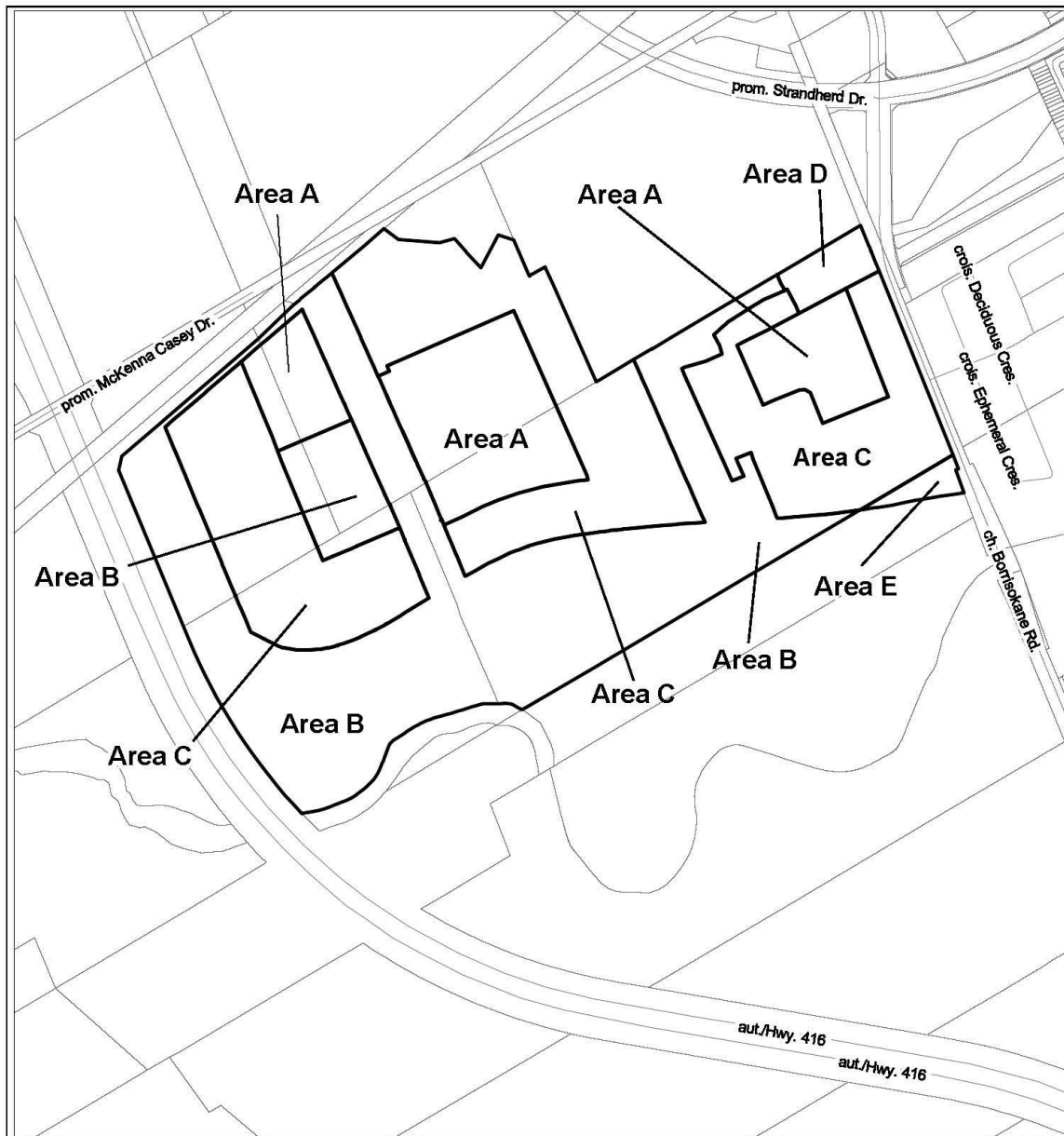
				<p>required if a non-resident employee works on-site.</p> <ul style="list-style-type: none"> <li>• Section 136 does not apply.</li> </ul> <p>The following applies to detached dwellings:</p> <ul style="list-style-type: none"> <li>i. Minimum lot area: 220 m<sup>2</sup></li> <li>ii. Minimum front yard setback: 3 m</li> <li>iii. Minimum total interior side yard setback is 1.8 m with a minimum of 0.6 m on at least one side. Where there is a corner lot on which is located only one interior side yard, the minimum required interior side yard setback equals the minimum required for at least one yard.</li> <li>iv. Maximum lot coverage: 55%</li> <li>v. Minimum rear yard setback may be reduced to 4.5 m for a maximum of 50% of the lot width, the total area of the contiguous rear and interior yards must not be less than 54 m<sup>2</sup></li> </ul> <p>-For a detached dwelling on a corner lot:</p> <ul style="list-style-type: none"> <li>i. Minimum rear yard setback may be reduced to 2.5 m for part of the building that is no higher than 4.5 m and any part of the building, excluding projections, located less than 6 m from the rear lot line must be located at least 4 m from any interior side lot line.</li> <li>ii. Minimum corner side yard setback: 2.5 m. Despite the foregoing, no more than two portions of the building, not exceeding a total floor area of 3 m<sup>2</sup>, may be located no closer than 2 m from the side lot line abutting a street.</li> </ul> <p>-The following applies to semi-detached and townhouse dwellings:</p> <ul style="list-style-type: none"> <li>i. Minimum lot area: 120 m<sup>2</sup></li> <li>ii. Minimum rear yard setback: may be reduced to a minimum of 4.5 m</li> </ul>
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				<p>for a maximum of 55% of the lot width, the total area of the contiguous rear and interior yards not be less than 30 m<sup>2</sup></p> <p>iii. Minimum lot width: 5.5 m</p> <p>iv. Minimum front yard setback: 3.0 m</p> <p>v. Minimum interior side yard setback: 1.5 m</p> <p>vi. Minimum corner side yard setback: 2.5 m</p> <p>vii. Maximum building height: 14 m</p> <p>viii. Maximum lot coverage: 66%</p> <p>The following applies to back-to-back townhouse dwellings:</p> <p>i. Minimum lot area: 77 m<sup>2</sup></p> <p>ii. Minimum lot width: 5.5 m</p> <p>iii. Minimum front yard setback: 3.0 m</p> <p>iv. Minimum interior side yard setback: 1.5 m</p> <p>v. Minimum rear yard setback: 0 m</p> <p>vi. Minimum corner side yard: 2.5 m</p> <p>vii. Maximum building height: 14 m</p> <p>viii. Outdoor amenity area is permitted on top of balconies above garages.</p> <p>ix. Despite Section 102 – Table 201, no visitor parking is required on the same lot as a townhouse.</p> <p>x. Despite Section 107(3)(b), driveways may be located in a front yard if the permitted parking space is also in the front yard.</p> <p>xi. Despite Section 109(3), the required parking space may be established in a required and provided front yard.</p> <p>xii. Balconies and porches, including those higher than 0.6 m above adjacent grade, may project to within 1 m from the front lot line, and may project to within 0 m of an interior lot line, corner lot line or the corner sight triangle.</p>
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				<p>xiii. Bay window features are permitted to project 1 m, but no closer than 1.2 m from a lot line.</p> <p>xiv. Storage enclosures are permitted to project 2.5 m to the front lot line.</p> <p>xv. Maximum lot coverage: no maximum</p> <p>-The following applies to townhouse dwellings with access to a rear lane:</p> <p>i. Minimum lot area 110 m<sup>2</sup></p> <p>ii. Minimum lot width 5.5 m</p> <p>iii. Minimum front yard setback 3 m</p> <p>iv. Minimum rear yard setback: 0 m</p> <p>v. Minimum interior side yard setback: 1.5 m</p> <p>vi. Minimum corner side yard: 2.5 m</p> <p>vii. Maximum building height: 14 m</p> <p>viii. Maximum lot coverage: no maximum</p> <p>ix. The area of the driveway can cover 100% of the yard in which it is located.</p> <p>x. Outdoor amenity area is permitted on top of garages.</p> <p>xi. Where access is via the rear lane, the minimum rear yard setback may be reduced to 0 m, and the width of the garage, carport or driveway may be the width of the entire rear yard.</p> <p>xii. Balconies and porches, including those higher than 0.6 m above adjacent grade, may project to be within 1 m from the front lot line, and may project to within 0 m of an interior lot line, corner lot line or the corner sight triangle.</p>
2968	R4Z[2968]			<p>-Minimum front yard setback: 3 m</p> <p>-Minimum corner side yard setback: 3 m</p> <p>-Minimum rear yard setback: 3 m</p> <p>-Minimum interior side yard setback: 3 m</p> <p>-Minimum parking for residents: 1 per unit</p>

				-Minimum parking for visitors: 0.1 per unit
2969	GM[2969]			-Minimum parking for residents: 1 per unit -Minimum parking for visitors: 0.1 per unit

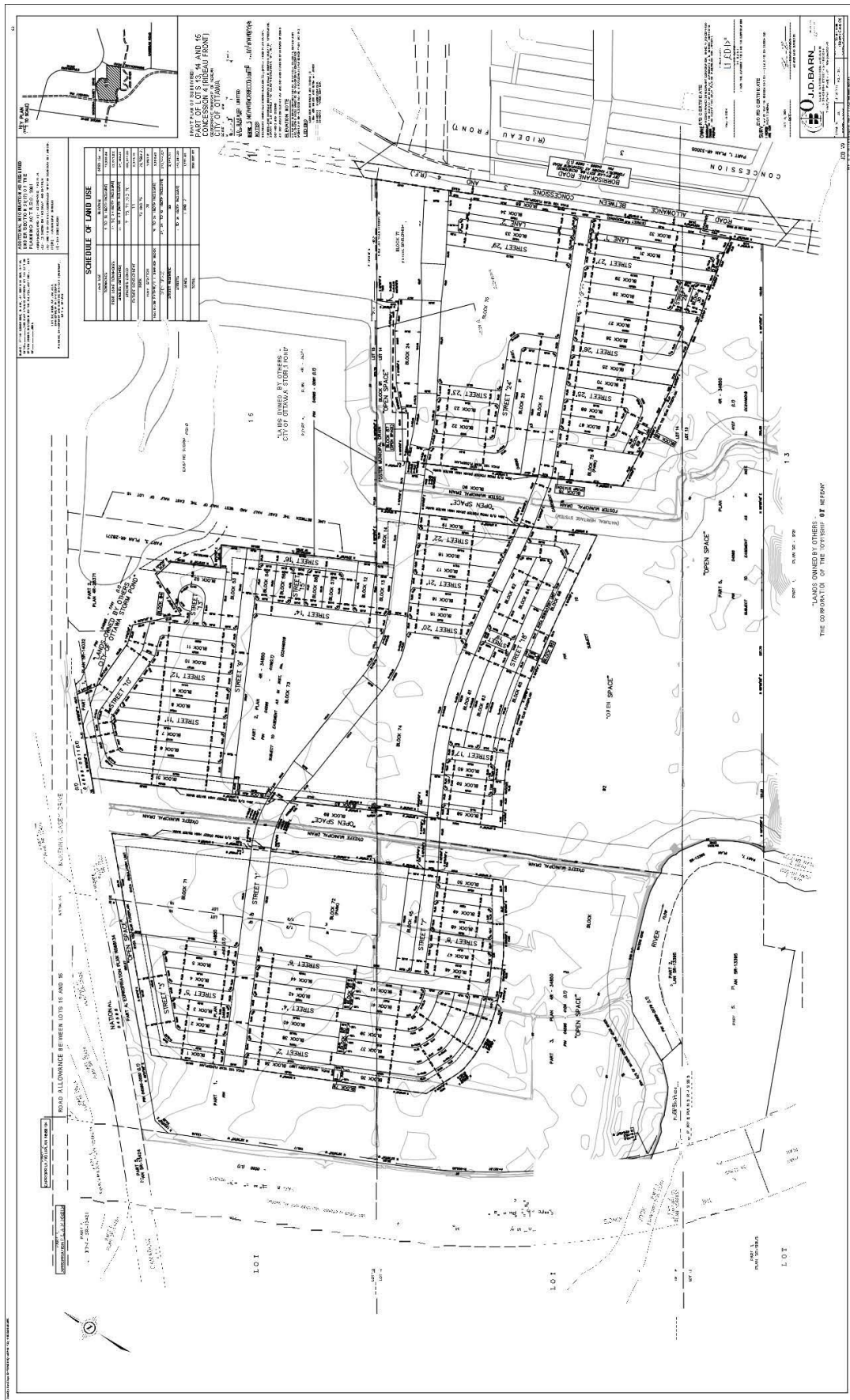
APPROVED BY THE ONTARIO LAND TRIBUNAL this **30<sup>th</sup>** day of **July**, 2024.



		This is Attachment 1 to By-law Number _____, passed _____, 2024	
<b>Lands Affected by By-law</b>		<p>Area A to be rezoned from DR to R4Z[2968]</p> <p>Area B to be rezoned from DR to O1</p> <p>Area C to be rezoned from DR to R3YY[2967]</p> <p>Area D to be rezoned from DR to GM[2969]</p> <p>Area E to be rezoned from O1 to R3YY[2967]</p>	
D02-02-21-0132	24-0671-X		
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<b>LANDS AFFECTED PART OF THE ZONING MAP OF BY-LAW NO. 2008-250</b>			

**ATTACHMENT "B"**

Draft Plan of Subdivision (May 16, 2024)





**ATTACHMENT "C"**

Draft Plan of Subdivision Conditions of Approval

File: D07-16-21-0036

**MENU OF CONDITIONS**  
**FOR DRAFT APPROVAL**  
**BARRHAVEN CONSERVANCY DEVELOPMENT CORPORATION**  
**CONSERVANCY WEST SUBDIVISION, 4305, 4345, 4375 McKenna Casey Drive and**  
**3288, 3300 Borrisokane Road**

**DRAFT APPROVED 30/07/2024**

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The City of Ottawa's conditions applying to the draft approval of Barrhaven Conservancy Development Corporation's Conservancy West Subdivision (File No. D07-16-21-0036), 4305, 4345, 4375 McKenna Casey Drive and 3288, 3300 Borrisokane Road, are as follows:

		<p>This approval applies to the draft plan certified by Shawn Leroux, Ontario Land Surveyor, dated May 16, 2024, showing 29 streets, 2 public lanes, 73 residential blocks, 1 future development block, 1 pump station block, 5 pathway blocks, 2 park blocks, 6 open space blocks, 2 storm water management blocks and 1 road widening block.</p> <p>This approval applies to the to be updated conceptual plans and reports in support of the draft plan as follows:</p> <ol style="list-style-type: none"> <li>1) Phase I – Environmental Site Assessment Update, prepared by Paterson Group, dated September 16, 2022.</li> <li>2) Traffic Noise Addendum Letter, prepared by Gradient Wind Engineers &amp; Scientists, dated March 1, 2024.</li> <li>3) Preliminary Streetscape Plan, Drawing Nos. ST1 to ST9, prepared by NAK Design Strategies, Revision 1 dated Mar. 13/24.</li> <li>4) Geotechnical Investigation, prepared by Paterson Group, Revision 3 dated March 14, 2024.</li> <li>5) City of Ottawa Environmental Impact Study Barrhaven Conservancy West Phases 1, 2 &amp; 3, prepared by Kilgour &amp; Associates Ltd., dated March 15, 2024.</li> <li>6) Adequacy of Services Report, prepared by DSEL, dated March 2024.</li> <li>7) Transportation Impact Assessment, prepared by CGH Transportation, dated March 2024.</li> <li>8) Stage 1-2 Archaeological Assessment, prepared by Paterson Group, dated December 2019.</li> <li>9)</li> </ol> <p>Subject to the conditions below, these plans and reports may require updating and/or additional details prior to final approval.</p>	
		The Owner agrees, by entering into a Subdivision Agreement, to satisfy all terms, conditions and obligations, financial and otherwise, of the City of Ottawa, at the Owner's sole expense, all to the satisfaction of the City.	<b><u>Clearing Agency<sup>1</sup></u></b>
		<b><u>General</u></b>	
1.	<b>G1</b>	Prior to the issuance of a Commence Work Notification, the Owner shall obtain such permits as may be required from Municipal or Provincial authorities and shall file copies thereof with the General Manager, Planning, Development and Building Department.	<b>OTTAWA Planning</b>

2.	<b>G2</b>	<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, watermain), 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, Development and Building Department.</p> <p>Engineering, Inspection and Review fees will be collected based on the estimated cost of the works (+HST) and a park review and inspection fee will be based on 4% (+HST) of the total value of the park works as noted herein and in accordance with the City's Planning Fees By-law.</p>	<b>OTTAWA Planning</b>
3.	<b>G3</b>	<p>The Owner acknowledges and agrees that any residential blocks for street-oriented dwelling units on the final Plan shall be configured to ensure that there will be no more than 25 units per block.</p>	<b>OTTAWA Planning</b>
4.	<b>G4</b>	<p>The Owner acknowledges and agrees that any person who, prior to the draft plan approval, entered into a purchase and sale agreement with respect to lots or blocks created by this Subdivision, shall be permitted to withdraw from such agreement without penalty and with full refund of any deposit paid, up until the acknowledgement noted above has been executed.</p> <p>The Owner agrees to provide to the General Manager, Planning, Development and Building 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>	<b>OTTAWA Legal</b>

5.	<b>G5</b>	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	<b>OTTAWA Legal</b>
6.	<b>G6</b>	The Owner, or his agents, shall not commence or permit the commencement of any site related works until such time as a pre-construction meeting has been held with Planning, Development and Building Department staff and until the City issues a Commence Work Notification.	<b>OTTAWA Planning</b>
		<b><u>Zoning</u></b>	
7.	<b>Z1</b>	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.	<b>OTTAWA Planning</b>
8.	<b>Z2</b>	The Owner undertakes and agrees that prior to the registration of the Plan of Subdivision, the Owner shall deliver to the City a certificate executed by an Ontario Land Surveyor showing that the area and frontage of all lots and blocks within the Subdivision are in accordance with the applicable Zoning By-law.	<b>OTTAWA Planning</b>
		<b><u>Roadway Modifications</u></b>	
9.	<b>RM1</b>	The Owner shall pay all expenses associated with all works related to roadway modifications, and shall provide financial security in the amount of 100% of the cost of implementing the required works.	<b>OTTAWA Planning</b>
10.	<b>RM2</b>	<p>[Road signage and pavement marking]</p> <p>The Owner agrees to provide a Development Information Form and Geometric Plan indicating:</p> <ul style="list-style-type: none"> <li>a) Road Signage and Pavement Marking for the subdivision;</li> <li>b) Intersection control measure at new internal intersections; and</li> <li>c) location of depressed curbs and TWSIs;</li> </ul> <p>prior to the earlier of registration of the Agreement or early servicing. Such form and plan shall be to the satisfaction of the General Manager, Planning, Development and Building Department.</p>	<b>OTTAWA Planning Transpo Plg</b>
11.	<b>RM3</b>	<p>[Registration and required RMA under DC By-law]</p> <p>The Owner acknowledges that phases of the subdivision that will trigger a requirement for road modifications on an arterial or major collector road (as identified in the Transportation Master Plan) will not be registered, unless</p>	<b>OTTAWA Planning Transpo Plg</b>

		<p>the works are identified in the City's Development Charges Background Study and By-law, and Council has granted budget approval.</p> <p>The Owner acknowledges that prior to the registration of each phase of the subdivision, the Owner will demonstrate to the City's satisfaction that no road modifications to an arterial or major collector road will be required unless those works are identified in the City's Development Charges Background Study and By-law, and Council has granted budget approval.</p>	
12.	<b>RM4</b>	<p>[Road Modification Agreement]</p> <p>The Owner agrees that where road modification is identified in the City's Development Charges Background Study and By-law, and such modification is deemed necessary in order to facilitate the development of the subdivision as per the supporting transportation studies, the Owner shall either enter into a Roadway Modification Agreement with the City, or, at the City's discretion, have the necessary provisions incorporated into the subdivision agreement. The Owner acknowledges and agrees it is responsible for the cost of all roadway modification works as identified in the Roadway Modification Approval Report as approved pursuant to the Delegation of Authority By-law, or as included in this agreement.</p>	<b>OTTAWA Planning Transpo Plg</b>
13.	<b>RM5</b>	<p>[Intersections external to the subdivision]</p> <p>In the instance of intersections with arterial roads or major collectors external to the subdivision, the Owner will be eligible for reimbursement for the cost of such intersections. The reimbursement is subject to limitations and procedures set forth in the policy approved by Council May 2019. The Owner acknowledges that financial security and roadway modification agreement/subdivision agreement clauses for such intersections are required.</p>	<b>OTTAWA Planning</b>
14.	<b>RM6</b>	<p>[Interim control for signalized intersections]</p> <p>The Owner acknowledges and agrees that the intersections of Street 1 and Borrisokane Road and Street 7 and Borrisokane Road shall be signalized once traffic warrants are met and after such intersection signalization works have been identified in the next update to the City's Development Charges Background Study and By-law.</p> <p>In the interim, the Owner agrees that Streets 1 and 7 will function as a stop-controlled intersection only at Borrisokane Road. The intersection will be designed and constructed to the satisfaction of the General Manager, Planning, Development and Building Services Department.</p> <p>The Owner further acknowledges and agrees, that once the Development Charges Background Study and By-law has been updated to include signalization for Street 1 and Borrisokane Road and Street 7 and Borrisokane Road, the Owner may file a Front Ending Agreement</p>	

		application for the signalization of Street 1 and Borrisokane Road and Street 7 and Borrisokane Road intersections. The approval of such agreement shall be to the full discretion of the City.	
15.	<b>RM7</b>	<p>[Traffic calming]</p> <p>Where traffic calming is identified, the Owner acknowledges and agrees to implement traffic calming measures on roads within the limits of their subdivision to limit vehicular speed and improve pedestrian safety. The Owner further acknowledges and agrees that the detailed design for new roads will include the recommendation(s) from the required supporting transportation studies.</p> <p>The Owner agrees that traffic calming measures shall reference best management practices from the Canadian Guide to Neighbourhood Traffic Calming, published by the Transportation Association of Canada, and/or Ontario Traffic Manual. These measures may include either vertical or horizontal features (such measures shall not interfere with stormwater management and overland flow routing), including but not limited to:</p> <ul style="list-style-type: none"> <li>• intersection or mid block narrowings, chicanes, medians;</li> <li>• speed humps, speed tables, raised intersections, raised pedestrian crossings;</li> <li>• 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);</li> <li>• pavement markings/signage; and</li> <li>• temporary/seasonal installations such as flexi posts or removable bollards.</li> </ul>	<b>OTTAWA Planning</b>
		<b><u>Highways/Roads</u></b>	
16.	<b>HR1</b>	The Owner acknowledges and agrees that all supporting transportation studies and design of all roads and intersections shall be to the satisfaction of the General Manager, Planning, Development and Building Department.	<b>OTTAWA Planning</b>
17.	<b>HR2</b>	The Owner shall retain a licensed or registered professional with expertise in the field of transportation planning and/or traffic operations to prepare a Transportation Impact Assessment. The study shall comply with the City of Ottawa's Transportation Impact Assessment Guidelines. The Owner agrees to revise the Draft Plan in accordance with the recommendations of the study.	<b>OTTAWA Planning</b>
18.	<b>HR3</b>	The Owner shall provide for temporary turnarounds for all streets terminating at the edge of any phase of development, prior to registration of the Plan. The Owner agrees that it will convey to the City at no cost any temporary easements that may be required in order to establish the	<b>OTTAWA Planning</b>

		temporary turnarounds. For any portion of the temporary turn-around easements that do not form part of the permanent road allowance, the easements shall be released at the expense of the Owner when the easements are no longer required by the City.	
19.	<b>HR4</b>	The Owner shall convey to the City, at no cost to the City, an unencumbered road widening of 37.5m along <i>Borrisokane Road</i> , adjacent to the subdivision lands, in accordance with the Official Plan. The required widening shall be illustrated on the Draft M-Plan and Final Plan of Subdivision as a dimension from the existing centerline of the public highway to the required widened limit. If it is determined that a widening is not required, the Owner's Surveyor shall illustrate the distance from the existing centerline of the Public Highway to the existing road limit on the Draft M-Plan and the Final Plan of Subdivision. All of which will be to the satisfaction of the City Surveyor.	<b>OTTAWA Planning Surveys</b>
20.	<b>HR5</b>	Any dead ends and/or open spaces of road allowances created by this plan of subdivision may be terminated in 0.3 metre reserves.	<b>OTTAWA Planning Legal</b>
21.	<b>HR6</b>	The Owner shall provide site triangles according to the applicable policies within the Official Plan and the Transportation Master Plan at the following locations on the final plan: <ul style="list-style-type: none"> <li>• Arterial/Arterial: overlapping 5m x 15m triangles</li> <li>• Arterial/Collector: overlapping 5m x 15m triangles</li> <li>• Collector/Collector: overlapping 5m x 15m triangles</li> <li>• Arterial/Local: 3m x 9m with the longer dimension along the arterial road</li> <li>• Collector/Local: 3m x 9m with the longer dimension along the collector road</li> <li>• Local/Local: 3m x 3m</li> <li>• Lane/Local: 3m x 3m</li> </ul>	<b>OTTAWA Planning Legal</b>
22.	<b>HR8</b>	Where traffic lights are required to facilitate the proposed development, according to the approved transportation analysis and studies, the Owner shall be required to enter into an agreement with the City for the operation and maintenance of any traffic signals that are required to be installed in advance of meeting the City's approved criteria for Traffic Signals Warrants and until the General Manager, Planning, Development and Building Department approves the assumption of the lights.  The require traffic lights are to be located at the following locations: <ul style="list-style-type: none"> <li>• <i>Street 1 and Borrisokane Rd</i></li> <li>• <i>Street 7 and Borrisokane Rd</i></li> </ul>	<b>OTTAWA Planning</b>
23.	<b>HR9</b>	The Owner agrees to provide a construction traffic management plan for the subdivision prior to the earlier of registration of the Agreement or early	<b>OTTAWA Planning</b>



		servicing. Such plan shall be to the satisfaction of the General Manager, Planning, Development and Building Department.	
24.	<b>HR11</b>	All streets shall be named to the satisfaction of the Chief Building Official of Building Code Services and in accordance with the Addressing By-law.	<b>OTTAWA Planning BCS</b>
25.	<b>HR12</b>	Where land has been dedicated for road widening purposes as part of the planning process, where the Owner receives no financial compensation or in-kind consideration in exchange for the widening, and where the City deems that the land is no longer required for that purpose, the lands may be conveyed back to the original Owner, or its successor in title, for \$1.00. The Owner shall be responsible for all costs to complete said conveyance, including administrative fees, unless otherwise determined by the General Manager, Planning, Development and Building Department.	<b>OTTAWA Planning</b>
26.	<b>HR14</b>	[Development on Private Streets] The Owner covenants and agrees to: <ul style="list-style-type: none"> <li>a) obtain approval for a Common Elements Condominium, or other agreement as deemed appropriate, which condominium or other agreement once registered on title, will set out the obligations between the co-Owners of the common elements for the operation and maintenance of the private streets, private watermains, private hydrants and private water services, such agreement to be to the satisfaction of the City Solicitor.</li> <li>b) design all private watermains within the subdivision to the satisfaction of the City, and it will pay all related costs, including the cost of connection, inspection, and disinfection by City personnel.</li> <li>c) install the private infrastructure services in accordance with the staging schedule approved by the City.</li> </ul>	<b>OTTAWA Planning Legal</b>
27.	<b>HR15</b>	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.	<b>OTTAWA Planning</b>
		<b><u>Public Transit</u></b>	
28.	<b>PT1</b>	The Owner shall design and construct, at its expense, the determined locations for transit passenger standing areas and shelter pads, to the specifications of the General Manager, Planning, Development and Building Department. The locations for transit passenger standing areas and shelter pads shall be determine through consultations with the City.	<b>OTTAWA Planning Transit</b>
29.	<b>PT2</b>	The Owner shall ensure that the staging of the Subdivision, including the construction of dwellings, roadways, walkways, and paved passenger	<b>OTTAWA Transit</b>

		standing areas, or shelter pads, shall occur in a sequence that permits the operation of an efficient, high quality transit service at all stages of development.	
30.	<b>PT3</b>	The Owner shall orient dwellings and vehicular accesses in the vicinity of bus stops in such a manner as to avoid traffic conflicts and visual intrusion. Prior to the earlier of early servicing or registration, the Owner shall submit plans to Planning, Development and Building Department for approval indicating the orientation of all dwellings and private accesses in the vicinity of all bus stop locations.	<b>OTTAWA Planning Transit</b>
31.	<b>PT4</b>	The Owner shall inform all prospective purchasers, through a clause in all agreements of Purchase and Sale and indicate on all plans used for marketing purposes, those streets identified for potential transit services, the location of the bus stops, paved passenger standing areas, or shelters pads and shelters, any of which may be located in front of or adjacent to the purchaser's lot at any time.	<b>OTTAWA Transit</b>
32.	<b>PT5</b>	The Owner agrees to implement a Transit Service Strategy in accordance with the Official Plan. The Owner, together with the City, will determine the method and means by which the developments, as well as adjacent areas, can be efficiently and effectively serviced by transit. The Owner shall enter into an agreement with the Transit Services Branch, prior to the registration of the subdivision, to outline the provision of interim bus service. Said agreement shall include, but not be limited to, the following: establishment of routes and stops and levels of service and provision and maintenance of stops and turnarounds. The agreement may include: funding and cost-sharing arrangements and timing and triggers for the transfer of responsibility to City.	<b>OTTAWA Transit</b>
33.		<p>The City of Ottawa has outlined the following requirements regarding the development of the Collector Road and future centerline Bus Rapid Transit (BRT) route from Borrisokane Road in the east to the Ministry of Transportation Highway 416 right of way in the west:</p> <ul style="list-style-type: none"> <li>Design criteria for the transit corridor will involve widening at transit stations to accommodate a 15:1-meter taper. The maximum length of future transit stations will be 85 meters, and the minimum radius for the transit corridor will be 150 meters. The ultimate cross section will consist of four lanes with centerline BRT, sidewalks, cycle tracks, and a 1.5-meter buffer on either side.</li> </ul>	<b>OTTAWA Planning Transit</b>
34.		The Owner shall provide the Street 1 as shown on the Draft Plan at no cost to the City. This includes the 26-metre cross-section at mid-block and the 32.6-metre cross-section at the stations (including the transition tapers), to	<b>OTTAWA Planning Transit</b>

		the satisfaction of the General Manager, Planning, Development and Building Department.	
35.		The Owner shall convey and construct Street 1 to the intersection of Street 2 and Street 3 and shall include a temporary cul-de-sac or other appropriate bus turning facility at the western extent of Street 1 to the satisfaction of the General Manager, Planning, Development and Building Department.	<b>OTTAWA Planning Transit</b>
36.		As part of detailed design, the owner and the City shall develop appropriate design criteria for the Collector/BRT corridor which shall have regard for TAC guidelines and OC Transpo standards subject to the proposed master drainage, grading and land use on the plan of subdivision. The design criteria will have regard for the interim and ultimate cross-section of the Collector/BRT corridor. The final design of the collector BRT (interim and ultimate) shall be to the satisfaction of the General Manager, Planning, Development and Building Department.	<b>OTTAWA Planning Transit</b>
37.		The use of retaining walls adjacent to the BRT Road shall be minimized to the extent possible. Any retaining walls shall be placed on private lands and will not be the responsibility of the City to maintain.	<b>OTTAWA Planning Transit</b>
38.		<p>The Owner shall construct Street 1 to an interim condition in accordance with the Figure below (view looking west) and in accordance with the following principles:</p> <ul style="list-style-type: none"> <li>a) pedestrian and cycling infrastructure on each side of the ROW</li> <li>b) a maximum of 11m of asphalt on the north side of the ROW to a typical Collector roadway specification (asphalt thickness &amp; road base)</li> <li>c) drainage and stormwater management infrastructure related to b) above which will be directed to the north side curb line to be picked up by catchbasins to stormwater system running along the north side of the roadway.</li> <li>d) the interim condition above shall be generally designed and constructed to an urban standard.</li> <li>e) the balance of the ROW, beyond items a) to d) noted above, shall be designed to a rural standard and shall incorporate a drainage ditch which will have a separate stormwater system to that proposed above for the north side.</li> </ul>	<b>OTTAWA Planning Transit</b>

	<p>26.0 ROW</p> <p>32.6 ROW</p>	
39.	<p>When the funding for the city-wide transit corridor is available, the City shall be responsible for completing Street 1 to a full urban cross-section at their costs, in accordance with the two Figures below (26m &amp; 32.6m Cross Sections). The completion of the roadway by the City shall include and shall not be limited to:</p> <ul style="list-style-type: none"> <li>a) removing the interim ditch and completing the missing asphalt and any necessary drainage for the ultimate roadway</li> <li>b) completing all necessary concrete work associated with the ultimate cross section</li> <li>c) constructing all aspects of the transit stations within the 32.6m cross section, including concrete works, asphalt, landscaping, transit stations/passenger standing areas and associated drainage</li> <li>d) Any and all reinstatement work to accommodate the ultimate roadway from the interim condition, including but not limited to: landscaping, concrete works, paving, road structure, utilities, etc.</li> </ul>	<p><b>OTTAWA Planning Transit</b></p>

40.		The Owner acknowledges and agrees that driveway access will not be permitted at the designated station locations.	OTTAWA Planning Transit
41.		The Owner acknowledges and agrees that as Street 1 is constructed westward, each phase of construction will end with a temporary cul-de-sac to maintain local transit service. The Owner shall be responsible for the construction of these cul-de-sacs to the satisfaction of the General Manager, Planning, Development and Building Department.	OTTAWA Planning Transit
		<b><u>Geotechnical</u></b>	
42.	GT1	<p>Where special soils conditions exist, the Owner covenants and agrees that the following clause shall be incorporated into all agreements of purchase and sale and included in the municipal covenant agreement against the title:</p> <p>"The Owner acknowledges that special soils conditions exist on this lot which will require:</p> <p>(a) a geotechnical engineer licensed in the Province of Ontario to approve any proposal or design for a swimming pool installation or</p>	OTTAWA Planning

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

		<p>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:</p> <ul style="list-style-type: none"> <li>i. Shear Vane analysis including remolded values per ASTM D2573.</li> <li>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).</li> <li>iii. Shrinkage Limit testing per ASTM D4943 with Shrinkage Limit (SL).</li> <li>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 &lt;40% plasticity) or high sensitivity clay soils (generally &gt;40% plasticity), as determined by the above tests and data.</li> <li>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.</li> </ul> <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 &gt;40% plasticity) the 2005 Clay Soils Policy will apply, meaning only small, low-water demand trees can be planted at a minimum separation distance of 7.5m from a building foundation. In these cases, the Zoning By-law will be used to ensure sufficient front yard setbacks to accommodate street trees in the right-of-way. For example, if street trees are planted in the right-of-way at a distance of 2m from the front lot line, then the minimum front yard setback would be 5.5m (7.5m – 2m).</p>	
45.	<b>GT4</b>	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.	<b>OTTAWA Forestry</b>
46.		For those areas of the development where the road grades are proposed to exceed the permissible grade raise beyond those expressed and recommended in the approved Geotechnical Report, the Owner acknowledges and agrees to implement a soil monitoring program to the satisfaction of the City prior to the start of servicing. The soil monitoring program shall be prepared by a geotechnical engineer licensed to practice in Ontario and shall demonstrate that the areas of proposed road grade	<b>OTTAWA Planning</b>

		exceedances have sufficiently settled and stabilized to the satisfaction of the General Manager, Planning, Development and Building Department.	
47.		The Owner shall provide ROW cross sections within the high sensitivity marine clay soils to demonstrate the feasibility of tree planting, should this demonstrate that tree planting is not possible, the plan of subdivision shall be modified to ensure tree planting to the satisfaction of the General Manager, Planning, Development and Building Department.	<b>OTTAWA Planning</b>
		<b><u>Pathways, Sidewalks, Walkways, Fencing, and Noise Barriers</u></b>	
48.	<b>S1</b>	The Owner acknowledges and agrees that all pathways, sidewalks, walkways, fencing, and noise barriers are to be designed and constructed in accordance with City specifications, at no cost to the City, and to the satisfaction of the General Manager, Planning, Development and Building Department.	
49.	<b>S3</b>	<p>[Sidewalks along public roads]</p> <p>The Owner agrees to design and construct 1.8 metre wide sidewalks at the following locations:</p> <ul style="list-style-type: none"> <li>• Street 2 (East side)</li> <li>• Street 3 (East side along Block 71)</li> <li>• Street 6 (East side)</li> <li>• Street 7 (North side)</li> <li>• Street 9 (South side along Block 73)</li> <li>• Street 14 (West side)</li> <li>• Street 17 (West side)</li> <li>• Street 19 (West side)</li> <li>• Street 20 (West side)</li> <li>• Street 23 (East side)</li> <li>• Street 24 (North and East sides between Streets 23 and 7)</li> <li>• Street 27 (West side)</li> <li>• Street 29 (West side)</li> <li>• Street 16 (South and East sides)</li> <li>• Street 25 (West side along park, south side and East side)</li> </ul> <p>Additionally, the Owner agrees to design and construct 2 metre wide sidewalks and 2 metre wide cycle tracks at the following locations (these taper down to 1.8 metres wide at the stations):</p> <ul style="list-style-type: none"> <li>• Street 1 (both sides)</li> </ul>	<b>OTTAWA Planning</b>
50.	<b>S4</b>	[Walkways on public lands]	<b>OTTAWA Planning</b>



		<p>The Owner agrees to design and construct, fully accessible, 2 metre wide walkways and related works through the length of the public lands, as identified on Draft Plan at in the following locations:</p> <ul style="list-style-type: none"> <li>• Blocks 79, 80, 81, 85, 86, 92</li> </ul> <p>The walkways in Block 92 shall be 3 metres wide.</p>	
51.		<p>The Owner acknowledges and agrees that pathways within the O'Keefe and Foster watercourses corridors (shown as Blocks 92, 89, 90, 91) will be examined at the detailed design stage. Any such pathways will require the approval of the RVCA.</p>	<b>OTTAWA Planning</b>
52.		<p>The Owner shall provide Lots and Blocks of adequate depth to ensure a 5.8 metre setback from the garage to the edge of the cycle track/sidewalk, as applicable.</p>	
53.	<b>S6</b>	<p>[Chain link fence between public and private lands]</p> <p>a) The Owner agrees to design and construct 1.5 metre black vinyl-coated chain link fences in accordance with the Fence By-law at the following locations:</p> <ul style="list-style-type: none"> <li>• Blocks 1, 12, 14, 19, 20, 21, 24, 25, 30, 32, 35, 36, 45, 50, 51, 52, 53, 58, 65, 66, 69, 70, 71, 73, 74, 77, 78</li> </ul> <p>All chain link fencing that separate public lands and residential lots and blocks shall have a maximum opening (the diamond shape area) of no greater than 37 mm in order to comply with the applicable part of the "Pool Enclosure By-Law".</p> <p>b) The Owner agrees that any vinyl-coated chain link fence required to be installed with the exception of parks fencing shall be located a minimum of 0.15 metres inside the property line of the private property.</p>	<b>OTTAWA Planning</b>
54.	<b>S7</b>	<p>[Chain link fence between parks and other lands]</p> <p>a) The Owner agrees to design and construct 1.5 metre black vinyl-coated chain link fences in accordance with the Fence By-law at the following locations:</p> <ul style="list-style-type: none"> <li>• Block 72 (adjacent to Block 45)</li> <li>• Block 75 (adjacent to Pump Station Block 78)</li> </ul> <p>All chain link fencing that separate public lands and residential lots and blocks shall have a maximum opening (the diamond shape area) of no greater than 37 mm in order to comply with the applicable part of the "Pool Enclosure By-Law".</p> <p>b) The Owner agrees to design and construct four foot (4') high, wooden, post-and-rail fencing (2-rail), as per the City Standard Details in accordance with the Fence By-law at the following locations:</p> <ul style="list-style-type: none"> <li>• Block 72 (adjacent to Open Space Block 89)</li> </ul>	<b>OTTAWA Planning Parks</b>

		<ul style="list-style-type: none"> <li>• Block 75 (adjacent to Open Space Block 92)</li> </ul> <p>c) The Owner agrees that any vinyl-coated chain link fence required to be installed with the exception of parks fencing shall be located a minimum of 0.15 metres inside the property line of the park. Refer to Parks condition X for details.</p>	
55.	<b>S9</b>	<p>[Noise attenuation barriers]</p> <p>a) The Owner agrees to design and erect at no cost to the City, noise attenuation barriers in accordance with City specifications. The specific locations need to be identified in an updated Roadway Traffic Noise and Vibration Assessment utilizing the latest subdivision plan.</p> <p>b) The Owner agrees that any noise attenuation barrier required to be installed under this Agreement, shall be located a minimum of 0.30 metres inside the property line of the private property, and the location of the fence shall be verified by an Ontario Land Surveyor, prior to the release of securities for the noise attenuation barrier.</p>	<b>OTTAWA Planning</b>
56.	<b>S10</b>	<p>The Owner shall insert a clause in each agreement of purchase and sale and shall be registered as a notice on title in respect of all lands which fences have been constructed stating that:</p> <p>“Purchasers are advised that they must maintain all fences in good repair, including those as constructed by <i>Barrhaven Conservancy Development Corporation</i> along the boundary of this land, to the satisfaction of the General Manager, Planning, Development and Building Department. The Purchaser agrees to include this clause in any future purchase and sale agreements”.</p>	<b>OTTAWA Planning</b>
57.		<p>The Owner acknowledges and agrees to provide a publicly accessible pathway through Blocks 73 and 74 to connect the interior of the subdivision to the transit station through the plan of subdivision registration or through the future Site Plan Control application, to the satisfaction of the General Manager, Planning, Development and Building Department. This pathway will extend from Street 7 in the south to Street 9 in the north and will include a crossing that meets the policies of the Transportation Master Plan and Ontario Traffic Manual Book 15 at a location to be determine at a later time.</p>	<b>OTTAWA Planning</b>
		<b><u>Landscaping/Streetscaping</u></b>	
58.	<b>LS1</b>	<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 recommendations</p>	<b>OTTAWA Planning Forestry</b>

		<p>contained in the geotechnical report(s), the Tree Conservation Report, and/or the Environmental Impact Statement (if appropriate).</p> <p>The landscape plan(s) shall include detailed planting locations, plant lists which include species, plant form and sizes, details of planting methods, pathway widths and materials, access points, fencing requirements and fencing materials, other landscape features and gateway features where required.</p> <p>The Owner agrees to implement the approved landscape plan(s) and bear all costs and responsibility for the preparation and implementation of the plan(s).</p> <p>The Owner agrees that where sensitive marine clay soils are present, and the geotechnical report has satisfied the applicable conditions of the Tree Planting in Sensitive Marine Clay Soils - 2017 Guidelines, confirmation of adequate soil volumes in accordance with the subject guidelines shall be provided by a Landscape Architect prior to zoning approval.</p> <p>All of the aforementioned are to the satisfaction of the General Manager, Planning, Development and Building Department.</p>	
59.	<b>LS2</b>	<p>The Owner agrees that for all single detached, semi-detached and townhouse lots and blocks, a minimum of 1 tree per interior lot and 2 trees per exterior side yard lots (i.e. corner lots) shall be provided on the landscape plan(s).</p> <p>In areas of low/medium plasticity sensitive marine clay soils, the following exceptions in accordance with the Tree Planting in Sensitive Marine Clay Soils - 2017 Guidelines will apply in order to maximize the number of medium size trees:</p> <ul style="list-style-type: none"> <li>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.</li> <li>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.</li> <li>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.</li> </ul>	<b>OTTAWA Planning Forestry</b>

		<p>Along park frontages, the Landscape Plan shall locate trees at a 6-8 metre on-centre separation distance along the full extent of the road right-of-way abutting any park block(s).</p> <p>Should specific site constraints prevent the required allocation of trees, the remaining number of required trees shall be provided within any proposed park(s), open space or environmental blocks, non-residential road right-of-way frontages, stormwater management facility(s), or other suitable alternative locations, to the satisfaction of the General Manager, Planning, Development and Building Department.</p>	
60.	<b>LS3</b>	<p>In areas of sensitive marine clay soils where the six conditions of the Tree Planting in Sensitive Marine Clay Soils – 2017 Guidelines have been met, the following shall be provided:</p> <p>a) The landscape plan shall include a note indicating that is has been developed as per the geotechnical report(s) (date, author), the letter (date, author), and Map (date, title), to the satisfaction of the General Manager, Planning, Development and Building Department.</p> <p>b) At the time of tree planting, in addition to providing an F1 inspection form, the Landscape Architect will provide a signed letter indicating that trees have been planted with appropriate soil volume in accordance with the approved Landscape Plan, to the satisfaction of the General Manager, Planning, Development and Building Department.</p>	<b>OTTAWA Planning</b>
		<b><u>Tree Conservation</u></b>	
61.	<b>TC1</b>	<p>[Urban area]</p> <p>The Owner acknowledges and agrees to abide by the Tree Protection By-law, 2020-340, and that any trees to be removed from the site shall be in accordance with an approved Tree Permit.</p> <p>The Owner agrees to implement the measures recommended in the supporting tree conservation report to ensure preservation of the trees identified for protection, in accordance with the City's tree protection requirements listed within the Tree Protection By-law, 2020-340. All of which are to the satisfaction of the General Manager, Planning, Development and Building Department.</p>	<b>OTTAWA Planning</b>
62.	<b>TC3</b>	The Owner agrees to maintain the tree protection measures until construction is complete and/or the City has provided written permission to remove them.	<b>OTTAWA Planning</b>
		<b><u>Parks</u></b>	

63.	P1	In accordance with the <i>Planning Act</i> and the City of Ottawa Parkland Dedication By-law, the Owner covenants and agrees that blocks 72 and 75 (the "park block(s)") will be conveyed to the City, at no cost, for parkland purposes. All to the satisfaction of the General Manager, Recreation, Cultural and Facility Services Department.	OTTAWA Parks																																				
64.	P2	<p>The Owner covenants and agrees that the estimated parkland conveyance requirement has been based on the proposed residential use and calculated at the rate set out below in accordance with the Parkland Dedication By-law, being By-law No. 2022-280, as amended. For conveyance of parkland (residential &gt; 18 units/net ha), the conveyance rate shall be one hectare per 600 net residential units but shall not exceed a maximum of 15% of the gross land area where greater than five hectares, to the satisfaction of the General Manager, Recreation, Cultural and Facility Services Department.</p> <p>The Owner covenants and agrees that, based on the estimated number of 1,966 dwelling units for this subdivision, the estimated conveyance requirement to the City is 32,767 square metres as demonstrated in the table below:</p> <p><b>Estimated Parkland Dedication Requirement:</b></p> <table><tr><th></th><th>unit count</th><th>parkland required</th></tr><tr><td>19.6' standard TH</td><td>505</td><td>0.8417 ha</td></tr><tr><td>20' rear-lane TH</td><td>99</td><td>0.1650 ha</td></tr><tr><td>35' detached single</td><td>116</td><td>0.1933 ha</td></tr><tr><td>37' detached single</td><td>51</td><td>0.0850 ha</td></tr><tr><td>42' detached single</td><td>56</td><td>0.0933 ha</td></tr><tr><td>50' detached single</td><td>98</td><td>0.1633 ha</td></tr><tr><td>Stacked Product</td><td>921</td><td>1.5350 ha</td></tr><tr><td>Future Development Block - Stacked</td><td>120</td><td>0.2000 ha</td></tr><tr><td></td><td>1966</td><td></td></tr><tr><td><b>Total Estimated Parkland Dedication Required:</b></td><td></td><td><b>3.2767 ha</b></td></tr><tr><td></td><td></td><td><b>32,767 sq.m</b></td></tr></table> <p>The Owner acknowledges and agrees that the sum of proposed parkland dedication is 29,700 square metres, as demonstrated in the table below:</p>		unit count	parkland required	19.6' standard TH	505	0.8417 ha	20' rear-lane TH	99	0.1650 ha	35' detached single	116	0.1933 ha	37' detached single	51	0.0850 ha	42' detached single	56	0.0933 ha	50' detached single	98	0.1633 ha	Stacked Product	921	1.5350 ha	Future Development Block - Stacked	120	0.2000 ha		1966		<b>Total Estimated Parkland Dedication Required:</b>		<b>3.2767 ha</b>			<b>32,767 sq.m</b>	OTTAWA Parks
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<b>Proposed Parkland Dedication for the Overall Subdivision Boundary:</b>	
proposed park block - parkette:	0.4100 ha
proposed park block - neighbourhood park:	2.5600 ha
<b>Parkland proposed:</b>	<b>2.9700 ha</b>
	<b>29,700 sq.m</b>

The Owner agrees that there is an estimated under-dedication of parkland in the amount of 3,067 square metres for the draft plan area.

The Parties acknowledge and agree that the cumulative sum of all parkland dedication requirements for the area defined by approved Draft Plan dated December 7, 2021 (Planning File No. D07-16-20-0021) and this Draft Plan area, cumulatively known as the "Conservancy subdivision", shall be balanced within the whole of the Conservancy subdivision.

The Owner further agrees to provide any under-dedicated parkland, in the form of land conveyance, to be consolidated with the parcel identified as Block 122 on the Draft Plan dated December 7, 2021 (Planning File No. D07-16-20-0021); current PIN 045954929.

The Owner acknowledges and agrees that immediately following the registration of each phase of subdivision for this draft plan area which results in an under-dedication of parkland, a covenant further to Section 119 of the Land Titles Act shall be registered on one of the remaining Conservancy subdivision land parcels (current PIN No. 045954929, 045954105, 045954104, 045954106, 045954103), as approved by the General Manager, Recreation, Cultural and Facility Services. The Restrictive Covenant shall be to the satisfaction of the City Solicitor and the General Manager, Recreation, Cultural and Facility Services and shall express the following intent:

That the Lands subject to the covenant shall not be approved for development unless the parkland provided at the time of registration includes the under-dedicated amount, outstanding from this draft plan area, consolidated with the parkland parcel to be provided in accordance with the City's Parkland Dedication By-law, as may be amended, to the satisfaction of the General Manager, Recreation, Cultural and Facility Services.

The Owner covenants and agrees that in the event that there is an over-dedication of parkland, the City will not provide municipal paybacks, nor any other form of compensation, for such an over-dedication.

In the event that there is change in the proposed use, block area, residential product and/or number of dwelling units within the Final Plan, the required parkland dedication will also be subject to change. The Owner

		<p>acknowledges and agrees that any additional parkland dedication that may be due will be required to be in the form of land conveyance on the Final Plan unless otherwise agreed to, in writing, by the General Manager, Recreation, Cultural and Facility Services Department.</p> <p>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>All of the aforementioned is to be to the satisfaction of the General Manager, Recreation, Cultural and Facility Services Department.</p>	
65.		<p>The Owner shall be responsible for the construction and installation of the 'base park improvements' for the park blocks at their sole expense.</p> <p>Unless otherwise specified in writing by the General Manager, Recreation, Cultural and Facilities Services Department, the base park improvements will include the following:</p> <ul style="list-style-type: none"> <li>a) demolition, removal and disposal of all existing materials, structures and foundations;</li> <li>b) grading (including cut and/or fill) where necessary to bring the park blocks to site plan grades and to provide positive surface drainage, in accordance with the approved subdivision grading plan(s);</li> <li>c) topsoil supply and placement, minimum of 150 mm;</li> <li>d) seed and/or sod #1 nursery grade or equivalent value;</li> <li>e) fencing to City standard;</li> <li>f) street trees along all public road allowances which abut future City owned parkland;</li> <li>g) all necessary drainage systems including connections to municipal services as required; and</li> <li>h) services and utilities, as specified herein, to 2 metres inside the park block property line.</li> </ul>	<b>OTTAWA Parks</b>
66.	<b>P3</b>	<p>The Owner acknowledges and agrees to design and construct, at no cost to the City, the park blocks in accordance with City specifications and standards.</p> <p>The Owner further agrees to prepare and submit upon registration, for approval all park plans and documents required for the development of the park blocks as noted in the Park Development Manual, 2nd version, 2017 (and as amended) and as based on the approved Facility Fit Plan or as otherwise directed by the General Manager, Recreation, Cultural and Facility Services Department. The plans and documents will detail the designs, costs, and amenities to be provided in each park. The expected cost of the design, construction, review and inspection of these parks will be in accordance with the City's fee guidelines for the provision of local</p>	<b>OTTAWA Parks</b>

		<p>services, as outlined in the Park Development Local Servicing Provisions, at the time of registration of each phase of development and shall be referred to as the "park development budget".</p> <p>The Owner acknowledges and agrees that the design plans and documents as well as the final park development budget shall be subject to approval by the City. The Owner acknowledges and agrees that the park development budget does not include any preliminary and/or remedial work necessary to complete the base park improvements.</p> <p>All to the satisfaction of the General Manager, Recreation, Cultural and Facility Services Department.</p>	
67.	<b>P4</b>	<p>All Owner obligations associated with the park blocks must be completed to the satisfaction of the General Manager, Recreation, Cultural and Facility Services Department within two years of registration of that phase of subdivision in which the park is located, with the understanding that each park is located in the phase which most benefits the surrounding community, to the satisfaction of the General Manager, Recreation, Cultural and Facility Services Department, .</p> <p>Further to condition P3 above, in the event that the park construction occurs more than two years after registration of that phase of subdivision which contains the park block(s), the Owner agrees that the park development budget shall be based on the rate as outlined in the Park Development Local Servicing Provisions in effect at the time of the commencement of the park construction.</p>	<b>OTTAWA Parks</b>
68.	<b>P5</b>	<p>The Owner acknowledges and agrees that no stormwater management facilities, overland stormwater flow routes, and/or encumbrances of any kind, such as retaining walls, utility lines, and/or easements shall be located on, under, or in front of, dedicated park blocks.</p> <p>If encumbrances exist on site, the removal and/or mitigation of the encumbrances shall be the responsibility of the Owner, at the Owner's expense, outside of the Park Development Budget.</p> <p>All to the satisfaction the General Manager, Recreation, Cultural and Facility Services Department.</p>	<b>OTTAWA Parks</b>
69.	<b>P6</b>	<p>The Owner acknowledges and agrees that any encumbrances which are not solely for the benefit of the park, such as retaining walls, utility lines, underground structures, natural systems lands, wildlife and vegetation buffers, or easements of any kind on lands, or portion thereof, encumbering the design and function of future park blocks must be approved, in writing, by the General Manager of Recreation, Culture and Facility Services</p>	<b>OTTAWA Parks</b>



		Department, and will not form part of the <i>Planning Act</i> parkland dedication requirements.	
70.	<b>P7</b>	<p>The Owner covenants and agrees the park blocks must be fully developable for all park uses based on a geotechnical report. If any constraints to development of the park blocks are found, the measures necessary to mitigate the constraints and to provide a subgrade suitable for the park uses will be undertaken by the Owner. The Owner is solely responsible for the costs of any necessary mitigation measures in addition to the park development budget.</p> <p>All of the aforementioned are to the satisfaction of the General Manager, Recreation, Cultural and Facility Services Department.</p>	<b>OTTAWA Parks</b>
71.	<b>P8</b>	<p>Once a Facility Fit Plan is submitted and after tree protection fencing has been installed accordingly, both as approved by the General Manager, Recreation, Cultural and Facility Services Department and the General Manager Public Works Department (Forestry Services), the Owner may remove vegetation, trees and topsoil from the park blocks to facilitate rough grading of the area.</p> <p>If the removal (stripping) and/or stockpiling of the native topsoil is required, the Owner agrees to provide replacement topsoil, at the Owner's cost and in addition to the park development budget, at a sufficient depth and quality for parkland as per City Standards.</p> <p>The Owner acknowledges and agrees that all work shall proceed in accordance with the applicable By-laws and regulations.</p> <p>All to the satisfaction of the General Manager, Planning, Development and Building Services Department.</p>	<b>OTTAWA Parks</b>
72.	<b>P9</b>	<p>The Parties acknowledge and agree that in the event that the Owner designs and constructs the park block(s) under the Developer-Build park process, the Owner may use the park block(s), outside of the protected park areas, for the stockpiling of materials or staging as needed. The Owner agrees to conduct the stockpiling of soils in accordance with the On-Site and Excess Soil Management regulation (O.Reg. 406/19), as amended.</p> <p>The Owner acknowledges and agrees that contaminated soils shall not be stockpiled on the park block(s). The Owner further acknowledges and agrees to provide to the City documentation of the source and quality of the soils temporarily stored on the park block(s).</p>	<b>OTTAWA Parks</b>
73.		The Owner acknowledges and agrees that in the event that the Owner chooses to use the park block(s) for stockpiling and/or staging, once this use	<b>OTTAWA Parks</b>

		of the park block(s) is completed, all materials will be removed from the park block(s) and a geotechnical report by a qualified and Province of Ontario licensed engineer or geoscientist will be submitted to the City prior to any further park construction activities proceeding on the park block(s). The geotechnical report shall confirm that the subgrade is suitable for its intended use and that no contaminants have been deposited on the park block(s). The geotechnical report must also indicate the level of soil compaction across the park block(s) and that the soil structure conforms to City Standards and is suitable for vegetative growth. All to the satisfaction of the General Manager, Planning, Development and Building Services Department.	
74.		The Owner agrees that any remediation required to the park block(s) as a result of the Owner's use of the park block(s) will be at the Owner's expense and will be in addition to the park development budget and such remediation work shall be completed to the satisfaction of the General Manager, Planning, Development, and Building Services Development, and the General Manager, Recreation, Cultural, and Facility Services Department.	<b>OTTAWA Parks</b>
75.	<b>P12</b>	<p>The Owner acknowledges and agrees that it is the responsibility of the Owner to rough grade the park blocks where necessary to meet subdivision grades. If fill is required, clean earth borrow shall be used and will be compacted and leveled within the park blocks accordingly. Positive surface drainage is to be provided, as per City Standards and as per the approved subdivision grading plan, all at the expense of the Owner and outside of the park development budget.</p> <p>The Owner acknowledges and agrees that any fill imported to the park block(s) must be conducted in accordance with the On-Site and Excess Soil Management regulation (O.Reg. 406/19), 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 On-Site and Excess Soil Management regulation. Importation of soils with no chemical testing will not be permitted. Additional testing may be required by the Qualified Persons as defined in the regulation.</p> <p>Copies of all records related to all soils imported to the park block(s) must be provided to the City prior to park construction works proceeding. All works and fill materials are to be approved by the General Manager, Planning, Development, and Building Services Department prior to being placed on site.</p> <p>Records demonstrating the fill compaction method(s) and resulting compaction levels shall be provided to the City prior to park construction</p>	<b>OTTAWA Parks</b>

		<p>works proceeding. Compaction sample locations shall be distributed across the site and shall be representative of the fill Works within the park block(s).</p> <p>All work shall proceed in accordance with the applicable By-laws and regulations and according to the current (at time of work) approved City details and specifications. The cost of these works shall be in addition to the park development budget.</p> <p>All to the satisfaction of the General Manager, Planning, Development and Building Services Department.</p>	
76.		<p>The Owner acknowledges and agrees that, in the event that the Owner designs and constructs the park block(s) under the Developer-Build park process, it is the responsibility of the Owner to undertake the final grading of the park block(s) as per the approved park working drawings / grading and drainage plan. The final grading, including topsoil spreading, will be covered by the park development budget to a maximum of 10% of the park construction cost. Additional grading beyond the maximum specified above will be at the Owner's expense, outside the park development budget.</p> <p>All works and design drawings are subject to the approval of the General Manager, Recreation, Cultural and Facility Services Department and the General Manager, Planning, Development and Building Services Department.</p>	<b>OTTAWA Parks</b>
77.	<b>P14</b>	<p>The Owner acknowledges and agrees that, unless otherwise specified in writing by the General Manager, Recreation, Cultural, and Facility Services Department, the Owner shall provide the following services and utilities to all park blocks:</p> <ul style="list-style-type: none"> <li>i) A 300mm diameter storm sewer and catch basin/maintenance hole (CB/MH) at 2m inside the park property line.</li> <li>j) 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.</li> <li>k) 150mm diameter sanitary sewer and maintenance hole (MH) at 2m inside the park property line.</li> <li>l) 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(s) electricity service is included on the approved CUP drawings.</li> </ul>	<b>OTTAWA Parks</b>

		All works shall be shown on the approved subdivision drawings and shall be subject to the approval of the General Manager, Planning, Development and Building Services Department.	
78.	<b>P15</b>	<p>Unless otherwise specified below, the Owner agrees to install fencing of uniform appearance and quality, with a minimum height of five feet (5') (1.5 metres) along the common boundary of all residential lots and other lots which abut park blocks. Fences shall be installed 0.15 metres on the park property side of the common property line, and the location of the fence shall be verified by an Ontario Land Surveyor. All fences must adhere to the City's fence By-law 2003-462, as amended. 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, to the satisfaction of the General Manager, Recreation, Cultural and Facilities Services.</p> <p>The Owner acknowledges and agrees to substitute the fencing material above with post-and-rail (two rail) cedar fencing (as per the standard City detail) along the common boundary in those instances where a park block is adjacent to an open space block, the O'Keefe Drain, or the Foster Watercourse.</p>	<b>OTTAWA Parks</b>
79.	<b>P16</b>	<p>The Owner acknowledges and agrees that access from private property to active public property will only be allowed with the prior written approval of the General Manager, Recreation, Cultural and Facility Services Department. The Owner shall place the following clause in each Agreement of Purchase and Sale and shall be registered as a notice on title in respect of all Lots and Blocks:</p> <p>"The Transferee for himself/herself, his/her heirs, executors, administrators, successors and assigns acknowledges being advised that gates accessing public property are not permitted in the fences without the express written permission of the General Manager, Recreation, Cultural and Facility Services Department."</p>	<b>OTTAWA Parks</b>
80.	<b>P17</b>	<p>The Owner shall include a clause in each Agreement of Purchase and Sale and shall be registered as a notice on title in respect of all Lots and Blocks which shall provide notification to all purchasers of lands within the Subdivision that parkland within this subdivision and/or already existing in the vicinity of the subdivision may have (select as appropriate):</p> <ul style="list-style-type: none"> <li>a) active hard surface and soft surface recreational facilities</li> <li>b) active lighted sports fields and other lit amenities</li> <li>c) recreation and leisure facilities</li> <li>d) potential community centre</li> </ul>	<b>OTTAWA Parks</b>

		e) library f) day care g) other potential public buildings / facilities / amenities.	
81.	<b>P18</b>	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.	<b>OTTAWA Parks</b>
82.	<b>P19</b>	The Owner acknowledges and agrees that, following registration of this agreement, all park blocks will be transferred to the City, at no cost to the City. Notwithstanding said transfer, the Owner acknowledges and agrees that, prior to the assumption of the park block by the City, the Owner will retain all liability for the transferred blocks and that said transfer will in no way exonerate the Owner from its responsibility to design and construct the park pursuant to the terms of this Agreement.	<b>OTTAWA Parks</b>
83.	<b>P20</b>	Prior to the acceptance of park block(s), or open space block(s) with substantial wooded area(s), 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. The Owner acknowledges and agrees that any removals/clean up shall follow best forestry practises. All to the satisfaction of the General Manager, Planning, Development and Building Services Department and the General Manager, Public Works Department (Forestry Services).	<b>OTTAWA Planning Parks</b>
84.	<b>P21</b>	<p>The Owner acknowledges and agrees to erect on the park blocks, at the Owner's sole expense and outside of the park development budget, at a location selected by the General Manager, Recreation, Cultural and Facility Services a professionally painted sign. Sign material, size and installation and construction details shall be to the satisfaction of the General Manager, Planning, Development and Building Services Department. The signs shall clearly read, in English and in French:</p> <p style="text-align: center;">             Future Parkland              No Dumping              No Removal Soil or Vegetation              No Storage of Materials                Parc futur              Il est interdit de jeter des déchets              Il est interdit d'enlever le sol ou la végétation              Entreposage de matériaux interdit           </p>	<b>OTTAWA Parks</b>

		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.	
85.	<b>P22</b>	<p>Upon registration of the subdivision and transfer of ownership of the park blocks to the City, the Owner agrees to provide:</p> <ul style="list-style-type: none"> <li>• a certificate of insurance that names the City of Ottawa as Additional Insured, and</li> <li>• a letter of credit which covers the full amount of the park design and construction cost to ensure the work is completed.</li> </ul> <p>Upon the City's receipt of the above, the Owner will hereby be granted consent to enter at no cost to complete the work within the park block(s). All is to the satisfaction of the General Manager, Recreation, Culture and Facility Services Department.</p>	<b>OTTAWA Parks</b>
86.	<b>P23</b>	<p>The Owner acknowledges and agrees that no work within the right-of-way ("ROW") in front of, or around, any boundary of the park blocks will be a park cost and will not be included in the park development budget. All ROW work including, tree planting, topsoil and sod, and all hard surface work will be at the Owners' expense.</p> <p>The Owner further acknowledges and agrees that where a park plaza or landscape feature extends into the ROW as a continual element of the park development, this work may be considered park work at the discretion of the General Manager, Recreation, Cultural and Facility Services.</p>	<b>OTTAWA Parks</b>
		The Owner acknowledges and agrees that if there is a deficiency in the quantity of street trees within the subdivision, and the Owner and the City mutually agree, those trees shall be planted within the park block(s). The Owner further agrees that the supply, installation, maintenance, and warranty of those trees shall be at the Owners' expense, and that the costs shall not be a part of the park development budget. All to the satisfaction of the General Manager, Recreation, Cultural and Facilities Services and the General Manager, Public Works Department (Forestry Services).	<b>OTTAWA Parks</b>
87.		The Owner acknowledges and agrees that no retaining walls, boulders, or other structures shall be placed on or adjacent to any park block boundary.	<b>OTTAWA Parks</b>
88.		The Owner acknowledges and agrees that the total consulting costs, including all prime consulting, sub-consulting and testing fees, for the design and development of the park block(s) shall not exceed the percentage of the park construction cost, as recommended by type of project, as suggested in the Ontario Association of Landscape Architects Fee Guide for Landscape Architectural Services, current version (at time of subdivision registration)	<b>OTTAWA Parks</b>

		and shall be to the satisfaction of the General Manager, Recreation, Cultural and Facility Services.	
89.	<b>P27</b>	<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 block(s) as per the typical City-build park process as described in the Parks Development Manual, 2<sup>nd</sup> edition (2017), as amended.</p> <p>The Owner acknowledges and agrees that if such an agreement is reached, the City may need to hire another consultant other than that which has been used during the subdivision approval process due to the Conflict of Interest provisions in Section 42 of the Procurement By-law, as follows:</p> <p>42. CONFLICT OF INTEREST (1) No person shall provide Consulting Services or Professional Services to both the City and a private sector developer on the same or related project. (2008-332)</p> <p>The timing of the park construction will be at the discretion of the City. The expected cost of the park(s) works to be paid to the City will be based on the rate per hectare, and indexing rate utilized for the park development by the City at the time of registration of the phase of development which includes the park block(s), (referred to as the "park development budget"), plus a 5% administrative fee for City forces to execute the project; 13% HST shall be applied 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(s). All standard subdivision conditions associated with completing the base park improvements on the park block(s), 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) property line, etc will remain a subdivision cost to be covered by the Owner separate from the park development budget.</p> <p>All to the satisfaction of the General Manager, Recreation, Cultural and Facility Services Department.</p>	<b>OTTAWA Parks</b>
90.		The Owner acknowledges and agrees that in the event that the Parties agree that the City will design and construct the park block(s) under the City-Built park process, the Owner may not use any portion of the park block(s) shown on the Draft Plan for any purpose, including but not limited to: parking, storage of equipment and vehicles, nor for the stockpiling or staging of any materials, including granular or topsoil, or for disposal of snow or any other material, nor for any access or travel routes. If the Owner disturbs any	<b>OTTAWA Parks</b>

		<p>portion of the park block(s), it must be reinstated to the satisfaction of the General Manager, Recreation, Cultural and Facility Services Department.</p> <p>The Owner also agrees to complete the base park improvements, and to submit an as-built survey, prior to base course asphalt being installed on any of the roads abutting the park block(s).</p> <p>The Owner further acknowledges and agrees that the Owner shall install temporary fencing, at the Owner's cost, around the perimeter of the park block(s) upon completion of the park block(s) base park improvement works and shall maintain the fencing in good order.</p> <p>All to the satisfaction of the General Manager, Recreation, Cultural &amp; Facility Services.</p>	
		<b><u>Environmental Constraints</u></b>	
91.	<b>EC1</b>	The Owner shall prepare an Integrated Environmental Review and/or an Environmental Impact Statement, in accordance with the policies of the Official Plan, to the satisfaction of the General Manager, Planning, Development and Building Department.	<b>OTTAWA Planning</b>
92.	<b>EC2</b>	The Owner agrees that prior to registration, early servicing, or other works that would alter the vegetative characteristics of the site, the Owner shall have the environmental impact statement updated as necessary to reflect the final plan as approved, and to address any changes to the anticipated impacts and recommended mitigation measures that may be required as a result of changes to the draft plan, changes in the regulatory context with respect to species at risk, or changes in the known environmental context of the site. This update shall be to the satisfaction of the General Manager, Planning, Development and Building Department.	<b>OTTAWA Planning</b>
93.	<b>EC3</b>	<p>The Owner acknowledges and agrees that the construction of the subdivision shall be in accordance with the recommendations of City of Ottawa Environmental Impact Study, Barrhaven Conservancy West, Phases 1, 2 &amp; 3, prepared by Kilgour and Associates, dated March 15, 2024.</p> <p>Note that section 5.1.3 of the EIS, "Conservation Lands," stipulates further consultations with the City and the Conservation Authority. Per the report: "Detailed planning for this area (i.e. south of the regulatory floodplain line) will be developed through subsequent consultation with the City and RVCA."</p>	<b>OTTAWA Planning</b>



94.	<b>EC4</b>	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.	<b>OTTAWA Planning</b>
95.	<b>EC5</b>	The Owner acknowledges that the O'Keefe Drain, the Foster Drain, The Jock River, and the Fish Habitat Compensation Ponds are subject to the Rideau Valley Conservation Authority's "Development, Interference with Wetlands and Alterations to Shorelines and Watercourses" regulation, made under Section 28 of the Conservation Authorities Act, R.S.O. 1990, c. C.27, as amended. The regulation requires that the Owner of the property obtain a permit from the Conservation Authority prior to straightening, changing, diverting, or interfering in any way with any watercourse. Any application received in this regard will be assessed within the context of approved policies for the administration of the regulation.	<b>OTTAWA Planning CA</b>
96.	<b>EC6</b>	The Owner agrees to establish a 30m from high water mark "No Touch/No Development" setback on either side of the O'Keefe Drain and the Foster Drain Watercourses, described as a Block or a Part on a legal plan, to the satisfaction of the Rideau Valley Conservation Authority and the General Manager, Planning, Development and Building Department. The final approved plan of subdivision shall clearly show this setback, which shall also be incorporated into the Zoning By-law provisions and shall be identified in all agreements of purchase and sale for Blocks 71, 72, 45, 50, 58, 74, 73, 51, 14, 19, 66, 75, 21, 20, 87, 24 and 77	<b>OTTAWA Planning CA</b>
97.	<b>EC7</b>	The Owner shall erect protective fencing and sediment and erosion control measures along the setback perimeter of the O'Keefe Drain, the Foster Drain, The Jock River, and the Fish Habitat Compensation Ponds prior to any site preparation works within the Subdivision to ensure no disturbance of the watercourse during construction to the satisfaction of the Rideau Valley Conservation Authority. These measures shall be maintained in good working order until the site has stabilized, after which any such measures that are not permanent shall be removed in a manner that minimizes disturbance to the site.	<b>OTTAWA Planning CA</b>
98.	<b>EC8</b>	The Owner acknowledges that any proposed works on or adjacent to the corridor will need to comply with the requirements of the Federal Fisheries Act and avoid causing Serious Harm to Fish, unless the Department of Fisheries and Oceans (DFO) has provided authorization.	<b>OTTAWA Planning</b>
99.	<b>EC9</b>	The Owner shall complete the DFO Self-Assessment process and provide the City and the Rideau Valley Conservation Authority with a copy of the completed Request for Review. The Owner acknowledges that should the	<b>OTTAWA Planning</b>

		results of the Self-Assessment indicate that serious harm to fish cannot be avoided, then the proponent must implement the appropriate measures to avoid, mitigate, or offset harm to fish and fish habitat, including aquatic species at risk.	
100.	<b>EC11</b>	The Owner shall convey, at no cost to the City, the following lands: Blocks 89 comprising the O'Keefe Drain feature and the associated setback as well as Blocks 90 and 91, comprising the Foster Drain Corridor and its associated setback and Block 92, comprising of the Foster Drain Corridor, the O'Keefe Drain and the Jock River floodplain. Final configuration of the Blocks shall be to the satisfaction of the General Manager, Planning, Development and Building Department. These lands shall not be credited towards determining parkland dedication requirements.	<b>OTTAWA Planning CA</b>
101.	<b>EC12</b>	Where required, the Owner shall prepare, to the satisfaction of the General Manager, Planning, Development and Building Department, an Owner Awareness Package (OAP) highlighting the advantages and responsibilities of a homeowner living in or adjacent to a natural area. The OAP shall describe the natural attributes of the community and the importance of good stewardship practices to ensure the long-term health and sustainability of the Natural Heritage System. Topics to be discussed include, but are not limited to, reducing environmental impacts from common household activities (e.g., water conservation, yard waste disposal, chemical use and storage, etc.), avoiding human-wildlife conflicts, and recommendations of locally appropriate native species for landscaping. The OAP shall be distributed to all purchasers with the Agreement of Purchase and Sale.	<b>OTTAWA Planning</b>
102.		Prior to registration, that the Owner agrees to register on title the Memorandum of Understanding between the Barrhaven Conservancy Development Corporation (BCDC) and the Rideau Valley Conservation Authority (RVCA) signed January 18, 2024, related to abeyance lands and the implementation of conditions associated with RVCA Approved permit (RV5-4419).	<b>RVCA</b>
103.		The Owner shall agree that all development including, infrastructure, lot grading and dwellings, located outside of the floodplain but within the regulation limit are subject to the Rideau Valley Conservation Authority's "Development, Interference with Wetlands and Alterations to Shorelines and Watercourses" regulation, made under Section 28 of the Conservation Authorities Act, R.S.O. 1990, c. C.27, as amended. The regulation requires that the Owner of each property obtain a permit from the Conservation Authority prior development.	<b>RVCA</b>
104.		The Owner shall agree that implementation of all naturalization work, including constructed wetlands are required to provide environmental	<b>RVCA</b>

		benefit for the Jock River watershed and shall not form part of or contribute to stormwater management facilities required by the development of the subdivision. It is acknowledged that constructed wetland features may act as receiving surface water features, and approved works shall be completed prior to registration.	
105.		That prior to registration a monitoring program be prepared and accepted by the Rideau Valley Conservation Authority to ensure the successful implementation of naturalization work within the regulation limit.	<b>RVCA</b>
106.		That the Owner agrees that lands within the floodplain associated with the Jock River, shall be prohibited from any development activity including grade raises, building or structures, without prior approval from the Rideau Valley Conservation Authority.	<b>RVCA</b>
		<b><u>Schools</u></b>	
107.		The Owner shall include the following clause in all Agreements of Purchase and Sale: Prospective purchasers are informed that school accommodation pressures exist in the Ottawa-Carleton District School Board schools designated to serve this development which are currently being addressed by the utilization of portable classrooms and/or by directing students to schools outside their community.	<b>OCDSB</b>
		<b><u>Archaeology</u></b>	
108.	<b>ARC1</b>	Where the Owner is required to undertake an archaeological assessment: i. The Owner acknowledges having been required to retain a licensed consultant archaeologist to undertake an archaeological assessment of the entire property, including 1:10,000 scale mapping, "Archaeological Site Record" and report(s); ii. The Owner agrees to implement the recommendations of the approved assessment, including mitigation, through preservation or removal and documentation of archaeological resources; and iii. The Owner agrees that no site works shall take place until any archaeological resource conservation concerns have been addressed.  All of the above noted conditions shall be to the satisfaction of the Ministry of Tourism and Culture and the General Manager, Planning, Real Estate and Economic Development Department.	<b>OTTAWA Planning MTCS</b>  (Ministry provides written clearance to the City prior to registration, usually at the request of the applicant.)
		<b><u>Sump Pumps</u></b>	

109.	<b>SP1</b>	Prior to registration or early servicing the Owner acknowledges and agrees to provide a hydrogeological assessment of the seasonal high water table prepared and certified by a hydrogeologist whom is either a Professional Geoscientist or Professional Engineer licensed in Ontario. The assessment will require a monitoring well program designed and supervised by a hydrogeologist, who will also be responsible for the overall hydrogeological assessment, all to the satisfaction of the General Manager, Planning, Development and Building Department.	<b>OTTAWA Planning</b>
110.	<b>SP2</b>	<p>The Owner acknowledges requirements for the hydrogeological assessment will be defined in the City of Ottawa Sewer Design Guidelines. The Owner acknowledges and agrees this will include but not be limited to: requirements for the identification of the pre-development high water table, anticipated post-development changes to the long-term water table (where supporting data is available in order to assess these changes), the potential for short-term groundwater concerns during transient events (e.g., spring melt, high intensity storm events), and estimated rate of groundwater ingress for both long-term and transient conditions.</p> <p>This assessment shall be used to support the setting of the underside of footing (USF) elevations for proposed residences in the affected area.</p>	<b>OTTAWA Planning</b>
111.	<b>SP3</b>	<p>The Owner acknowledges to install a complete sump pump system which conforms to the City of Ottawa Sewer Design Guidelines, to the satisfaction of the General Manager, Planning, Development and Building Department. The Owner acknowledges and agrees this will include but not be limited to:</p> <ol style="list-style-type: none"> <li>CSA approved sump pump with check valve,</li> <li>Design for 200% anticipated flow and maximum head,</li> <li>Covered sump pit,</li> <li>Backwater valve,</li> <li>Back up pump and power supply.</li> </ol>	<b>OTTAWA Planning</b>
112.	<b>SP4</b>	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.	<b>OTTAWA Planning</b>
113.	<b>SP5</b>	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.	<b>OTTAWA Planning</b>

114.	<b>SP6</b>	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.	<b>OTTAWA Planning</b>
115.	<b>SP7</b>	The Owner acknowledges and agrees if the use of sump pump systems was not identified in a Master Servicing Study, there will be a requirement to update or amend said report. For new developments, the MSS is to identify the need for sump pump systems where these are required.	<b>OTTAWA Planning</b>
116.	<b>SP8</b>	The Owner acknowledges and agrees all grading plans are to clearly indicate each individual home where a sump pump system is required.	<b>OTTAWA Planning</b>
117.	<b>SP9</b>	The Owner acknowledges and agrees to include statements in all offers of purchase and sale agreements for all lots, and register separately against the title wording acceptable to the satisfaction of the General Manager, Planning, Development and Building Department, advising the home is equipped with a sump pump and advising guidelines for its use and maintenance.	<b>OTTAWA Planning</b>
118.	<b>SP10</b>	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.	<b>OTTAWA Planning</b>
		<b><u>Stormwater Management</u></b>	
119.	<b>SW1</b>	<p>The Owner shall provide any and all stormwater reports that may be required by the City for approval prior to the commencement of any works in any phase of the Plan of Subdivision. Such reports shall be in accordance with any watershed or subwatershed studies, conceptual stormwater reports, City or Provincial standards, specifications and guidelines. The reports shall include, but not be limited to, the provision of erosion and sedimentation control measures, implementation or phasing requirements of interim or permanent measures, and all stormwater monitoring and testing requirements.</p> <p>All reports and plans shall be to the satisfaction of the General Manager, Planning, Development and Building Department.</p>	<b>OTTAWA Planning CA</b>
120.	<b>SW2</b>	(a) Prior to the commencement of construction of any phase of this Subdivision (roads, utilities, any off site work, etc.) the Owner shall:	<b>OTTAWA Planning CA</b>

		<ul style="list-style-type: none"> <li>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;</li> <li>ii. (if appropriate) provide all digital models and modelling analysis in an acceptable format;</li> <li>iii. have said plans approved by the General Manager, Planning, Development and Building Department, and</li> <li>iv. provide certification through a Professional Engineer licensed in the province of Ontario that the plans have been implemented.</li> </ul> <p>(b) All submissions and any changes made to the Plan shall be submitted to the satisfaction to the City and the Rideau Valley Conservation Authority.</p> <p>(c) The Owner shall implement an inspection and monitoring plan to maintain erosion control measures.</p>	
121.	<b>SW3</b>	On completion of all stormwater works, the Owner agrees to provide certification to the General Manager, Planning, Development and Building 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.	<b>OTTAWA Planning</b>
122.	<b>SW4</b>	The Owner shall maintain and implement a monitoring/implementation program for the ultimate stormwater management facilities and measures in accordance with the recommendations of the Adequacy of Services Report for Barrhaven Conservancy Development Corporation, Barrhaven Conservancy West, March 2024, 3rd Submission, and the Environmental Compliance Approval(s), until such time as the stormwater management facilities and measures has been given Final Acceptance and has been assumed by the City. The Owner acknowledges and agrees that the City shall not assume the stormwater management facilities and measures until a minimum of 80% of the tributary area of the facilities and measures is constructed and occupied, or at an earlier agreed upon date. The Owner acknowledges that the City shall hold a portion of the letter of credit, for the construction of the facilities and measures, for the purpose of ensuring maintenance and monitoring is completed in accordance with the approved Plan, and in accordance with the Ministry of the Environment's Environmental Compliance Approval(s). All of aforementioned are to the satisfaction of the General Manager, Planning, Development and Building Department.	<b>OTTAWA Planning</b>
123.	<b>SW5</b>	The Owner agrees to design and construct, as part of the stormwater management infrastructure, at no cost to the City, a monitoring facility or facilities (if required) and vehicular access to the satisfaction of the City.	<b>OTTAWA Planning</b>

124.	<b>SW6</b>	The Owner agrees that the development of the Subdivision shall be undertaken in such a manner as to prevent any adverse effects, and to protect, enhance or restore any of the existing or natural environment, through the preparation of any storm water management reports, as required by the City.	<b>OTTAWA Planning</b>
125.	<b>SW7</b>	<p>The Owner covenants and agrees that the following clause shall be incorporated into all agreements of purchase and sale for the whole, or any part, of a lot or block on the Plan of Subdivision, and registered separately against the title:</p> <p>"The Owner acknowledges that some of the rear yards within this subdivision are used for on-site storage of infrequent storm events. Pool installation and/or grading alterations and/or coach houses on some of the lots may not be permitted and/or revisions to the approved Subdivision Stormwater Management Plan Report may be required to study the possibility of modification on any individual lot. The Owner must obtain approval of the General Manager, Planning, Development and Building Department of the City of Ottawa prior to undertaking any grading alterations."</p>	<b>OTTAWA Legal</b>
126.	<b>SW8</b>	Where the Owner is required under this Agreement to provide the oversize and/or over-depth storm sewers or open drains in order to make provisions for later development of upstream lands not owned by the Owner herein, as referred to in the approved plans, the City will, insofar as it legally may, require that payment shall be made by the Owner of such upstream undeveloped land which will utilize the said storm sewers as an outlet(s), prior to registration. The amount of payment shall be determined by the General Manager, Planning, Development and Building Department.	<b>OTTAWA Planning</b>
127.		The Owner acknowledges and agrees that the proposed roadway crossings of the O'keefe Municipal Drain (Streets 1 & 7) shall be designed to the satisfaction of the City of Ottawa and shall comply with the requirements of the Drainage Act. Consultation with the City's Drainage Superintendent will be undertaken as part of the detailed design of the crossings.	<b>OTTAWA Planning</b>
128.		The RVCA are currently reviewing the Stormwater Management requirements for new developments in the Jock River Reach 1. Draft plan approval of the subdivision will apply the current Stormwater Management criteria as approval is in advance of the updated study. Stormwater Management criteria may be revisited on a phase by phase basis, pursuant to applicable requirements of Council approved studies to the satisfaction of the General Manager of Planning, Development and Building Department.	<b>OTTAWA Planning</b>

129.		The Owner acknowledges and agrees that overland storm drainage system shall be designed to the satisfaction of the City and shall avoid overland flow routes between internal residential units.	<b>OTTAWA Planning</b>
130.		The stormwater management outlets for this development shall be designed to the satisfaction of the City and will consider guidance and criteria provided in the MECP CLI ECA, as applicable. Trunk storm sewer profiles will be provided as part of the detailed design shall include the outlet channels to the Jock River and or receiving watercourse. Where submerged outlets are proposed, the design shall incorporate isolation, backflow prevention as well as access for maintenance purposes.	<b>OTTAWA Planning</b>
131.		<p><b>SWM Monitoring</b></p> <p>a) The owner acknowledges and agrees to submit a stormwater quality monitoring plan framework to be reviewed and accepted prior to early servicing or registration of any phase of the subdivision. The implementation of the monitoring program for Conservancy East will ultimately inform the final engineering design for future phases of Conservancy, including west of Borrioskane. Such monitoring program shall demonstrate that the proposed stormwater management system is operating in conformance with design and approvals.</p> <p>b) Should the monitoring program reveal that the proposed stormwater management system is not performing as designed, the Owner shall explore alternative options for stormwater management servicing for future phases, including west of Borrioskane. Prior to the registration of the 1000th unit of the overall Conservancy lands, should the monitoring program not be in conformance with the intended design, the Owner shall prepare a Stormwater Management Solution Memo identifying alternative solutions to bring the system into conformance.</p> <p>c) The City shall not approve the final release of the Letter of Credit specifically related to the proposed stormwater management infrastructure, limited to deep sump catch basins, infiltration trenches and oil grit separators, until such time as the above mentioned monitoring program has been implemented and reviewed to the City's satisfaction.</p>	<b>OTTAWA Planning</b>
		<b><u>Sanitary Services</u></b>	
132.	<b>SS1</b>	The Owner agrees to submit detailed municipal servicing plans, prepared by a Professional Civil Engineer licensed in the Province of Ontario, to the General Manager, Planning, Development and Building Department.	<b>OTTAWA Planning</b>



133.	<b>SS2</b>	Where the Owner is required under this Agreement to provide and install sanitary sewers of a diameter larger and/or at a greater depth than would be required to service the area to be developed, as detailed in the approved plans of this agreement, the City will, insofar as it legally may, require other persons connecting to the sewer to pay an equitable share of the cost thereof to the Owner. The amount of payment shall be determined by the General Manager, Planning, Development and Building Department.	<b>OTTAWA Planning</b>
134.	<b>SS3</b>	As the Owner proposes a road allowance(s) of less than 20 metres, and if the Owner also proposed boulevards between 4.0 and 5.0 metres wide, the Owner shall meet the following requirements: <ul style="list-style-type: none"> <li>a) extend water, sanitary, and storm services a minimum of 2.0 metres onto private property during installation before being capped;</li> <li>b) install high voltage electrical cable through the transformer foundations to maintain adequate clearance from the gas main;</li> <li>c) provide and install conduits as required by each utility;</li> <li>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</li> <li>e) install all road-crossing ducts at a depth not to exceed 1.2 metres from top of duct to final grade.</li> </ul>	<b>OTTAWA Planning</b>
135.		The Owner acknowledges and agrees that the size and shape of the sanitary pump station block shall be to the satisfaction of the City . Specifically, the design of the pump station and its location shall ensure adequate separation is provided to nearby residential dwellings.	<b>OTTAWA Planning</b>
136.		The owner shall design the proposed sanitary pump station to the City's satisfaction prior to early servicing or registration, which ever comes first. <ul style="list-style-type: none"> <li>a) The design of the pump station shall include an odour eliminator and any required forcemain shall be HDPE pipe.</li> <li>b) The design of the sanitary pump station shall ensure that all underside of footings shall be above the Hydraulic Grade Line during a station failure. The design of the sanitary pump station shall include overflow protection.</li> </ul>	<b>OTTAWA Planning</b>
137.		The Owner shall provide sanitary sewer trunk profile drawings to the satisfaction of the City.	<b>OTTAWA Planning</b>
138.		The Owner shall engage in engineering design meetings with the City for the design of the sanitary pump station. A minimum of three design meetings will be held with the City unless the City notifies the Owner	<b>OTTAWA Planning</b>

		<p>otherwise. The Owner shall ensure that the following documents are circulated to the City prior to final approval of the pump station design:</p> <p>a) Design Report  b) Design Drawings including but not limited to: electrical, civil, I&amp;C, HVAC, Mechanical, etc.)  c) PCN  d) HGL/Overflow Analysis</p>	
		<b><u>Water Services</u></b>	
139.	<b>W1</b>	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.	<b>OTTAWA Planning</b>
140.	<b>W2</b>	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.	<b>OTTAWA Planning</b>
141.	<b>W3</b>	The Owner acknowledges and agrees not to permit any occupancy of buildings on the individual Lots described in Schedule "A" until the water plant has been installed, sterilized and placed in service to the satisfaction of the General Manager, Planning, Development and Building Department.	<b>OTTAWA Planning</b>
142.	<b>W4</b>	The Owner further acknowledges and agrees that the service post, which is the fitting located near the property line that allows access to the shutoff valve, must be visible, raised to finished grade and in working condition in order for the City to turn on the service.	<b>OTTAWA Planning</b>
143.	<b>W5</b>	The owner acknowledges and agrees to provide a Water Age Analysis prior to registration which reflects their proposed phasing and scheduling. Where required, through this analysis or through testing, the Owner acknowledges and agrees that flushing infrastructure will be installed at no cost to the City, and that the Owner will be responsible for all costs associated with the consumption and disposal of water, as required, to ensure that adequate chlorine residual is maintained throughout the water system, all to the satisfaction of the General Manager, Infrastructure and Water Services.	<b>OTTAWA Planning</b>
144.	<b>W6</b>	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	<b>OTTAWA Planning</b>

		looped watermain that is not looped shall be required to have sufficient fire protection, to the satisfaction of the General Manager, Planning, Development and Building Department.	
		<b><u>Serviced Lands</u></b>	
145.	<b>SL1</b>	The Owner shall be responsible for the provisions of the following works, including oversizing and over depth (where appropriate), at its cost, in accordance with plans approved by the General Manager, Planning, Development and Building Department, and/or the Province: <ul style="list-style-type: none"> <li>a. Watermains;</li> <li>b. Sanitary Sewers;</li> <li>c. Storm Sewers;</li> <li>d. Roads and traffic plant(s);</li> <li>e. Street Lights;</li> <li>f. Sidewalks;</li> <li>g. Landscaping;</li> <li>h. Street name, municipal numbering, and traffic signs;</li> <li>i. Stormwater management facilities; and</li> <li>j. Grade Control and Drainage.</li> </ul>	<b>OTTAWA Planning</b>
146.	<b>SL2</b>	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.	<b>OTTAWA Planning</b>
147.	<b>SL3</b>	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.	<b>OTTAWA Planning</b>
148.	<b>SL4</b>	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.	<b>OTTAWA Planning</b>
		<b><u>Retaining Walls</u></b>	
149.		As part of detailed design submission, the Owner acknowledges and agrees that grading options will be investigated to minimize the use of retaining walls. This may include consideration of terracing onto the adjacent City of Ottawa lands at 4235 McKenna Casey Drive (Casey SWMF) subject to the City's satisfaction and applicable permits and fees.	<b>OTTAWA Planning</b>

150.		<p>The Owner covenants and agrees that the following clause shall be incorporated into all agreements of purchase and sale and included in the municipal covenant agreement against the title for Lots including a retaining wall:</p> <p>“The Transferee of Block X and Lot X, for himself, his heirs, executors, administrators, successors and assigns covenants and agrees that it shall be responsible for the maintenance, repair, and replacement of the retaining wall, located within the limits of the above-noted properties. The Transferee shall ensure that reasonable maintenance and care be carried out for the retaining wall on its respective property and any appurtenances which may be adjacent to, mounted or attached to the retaining wall, such as but not limited, to railings, noise walls and fences, drainage swales, trees and shrubs which may in turn affect the condition of the retaining wall, its draining or accessibility by the Transferee to the retaining wall.</p> <p>The Transferee further agrees that it shall not undertake any Works to modify or alter the wall or its appearance and shall obtain written approval from the City for conducting any repairs, which may affect the wall in whole or in part and which may extend beyond the limits of the private property.</p> <p>The Transferee expressly acknowledges and agrees that the City shall bear no responsibility for these privately-owned retaining walls.”</p>	<b>OTTAWA Planning</b>
151.		<p>The Owner shall design the open space lands within Blocks 89, 90, 91, 92 (Jock River, Foster watercourse, O'Keefe watercourse) to provide adequate access and work space for future maintenance of the private landowner retaining walls on adjacent lands within the development area. A minimum of 4m will be made available along the base of the retaining walls for this purpose. The final design of the open space lands, inclusive of the access and work space, shall be to the satisfaction of the City of Ottawa and the Rideau Valley Conservancy Authority and subject to applicable permits and fees. Should the Owner, the City of Ottawa and the RVCA fail to agree on an appropriate design, the Owner will investigate alternative options for providing access for maintenance purposes.</p>	<b>OTTAWA Planning</b>
152.		<p>Prior to early servicing, the Owner acknowledges and agrees to work with the City to determine the appropriate legal mechanism for maintenance/future replacement of privately owned retaining wall by the respective property owners.</p>	<b>OTTAWA Planning</b>

153.		<p><b>Public Retaining Walls</b> As part of detailed design, the Owner acknowledges and agrees that grading options will be investigated to minimize the use of retaining walls on public lands.</p> <p>Where window streets are proposed, retaining walls will be avoided and such window streets shall be of sufficient width to accommodate terracing within the right of way boulevard. The Owner shall provide a conformance letter from a Geotechnical Engineer licensed in the province of Ontario relating to design of the proposed terracing within the right of way. The terracing and right of ways shall be designed to the satisfaction of the City of Ottawa.</p>	<b>OTTAWA Planning</b>
		<b><u>Utilities</u></b>	
154.	<b>U1</b>	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).	<b>OTTAWA Planning</b>
155.	<b>U2</b>	The Owner agrees, prior to registration or early servicing, whichever is earlier, to provide a composite utility plan for the subdivision. Such plan shall be to the satisfaction of the General Manager, Planning, Real Estate and Economic Development Department.	<b>OTTAWA Planning</b>
156.	<b>H1</b>	The Owner shall pre-consult with Hydro Ottawa for any proposed reduction to the City of Ottawa three-metre minimum standard setback prior to designing the electrical servicing, as it may affect the electrical servicing design, timeline for installation and cost; this includes any proposed overhang encroachment into the 3m-setback space.	<b>Hydro Ottawa</b>
157.	<b>H2</b>	The Owner may be required to enter into an Electrical Servicing Agreement with Hydro Ottawa Limited, to the satisfaction of Hydro Ottawa.	<b>Hydro Ottawa</b>
158.	<b>H3</b>	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	<b>Hydro Ottawa</b>

		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.	
159.	<b>H4</b>	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.	<b>Hydro Ottawa</b>
160.	<b>H5</b>	The Owner shall be responsible for servicing the buildings within the property. Only one service entrance per property shall be permitted.	<b>Hydro Ottawa</b>
161.	<b>H6</b>	Prior to commencement of any construction activities, the Owner shall inform Hydro Ottawa of any acute shock construction process or rubberization to be used during construction, and apply Hydro Ottawa's work procedure UDS0022 "Protecting Electrical Distribution Underground Plant & Support Structures from Acute Shock Construction Processes". The Owner shall be responsible for any damage to Hydro Ottawa distribution assets.	<b>Hydro Ottawa</b>
162.	<b>H7</b>	Hydro Ottawa prohibits any change of grade that results in reduced life expectancy of the asset. Any change in grade of more than 0.3m in the vicinity of proposed or existing electric utility equipment shall be reviewed with Hydro Ottawa. The proposed grade change around XX [state where] is more than 0.3m.	<b>Hydro Ottawa</b>
163.	<b>H8</b>	The Owner shall ensure that any landscaping or surface finishing does not encroach into existing or proposed Hydro Ottawa's overhead or underground assets or easement. When proposing to place plantings in proximity of existing power lines, the Owner shall refer to Hydro Ottawa's free publication "Tree Planting Advice". The shrub or tree location and expected growth must be considered. If any Hydro Ottawa related activity requires the trimming, cutting or removal of vegetation, or removal of other landscaping or surface finishing, the activity and the re-instatement shall be at the Owner's expense.	<b>Hydro Ottawa</b>
164.	<b>H9</b>	The Owner is advised that there are overhead medium voltage overhead lines along the XXX side of the property. The Owner shall ensure that no personnel or equipment encroaches within three metres (3.0m) of the Hydro Ottawa overhead medium voltage distribution lines, unless approved by Hydro Ottawa. The Owner shall contact Hydro Ottawa prior to commencing work when proposing to work within 3.0m of the Hydro Ottawa distribution lines as noted above. No such work shall commence without approval of Hydro Ottawa.	<b>Hydro Ottawa</b>

165.	<b>H10</b>	<p>The Owner acknowledges and agrees that prior to commencing Works identified within the Draft Plan; it shall confirm the proposed development is sufficiently serviced by all necessary utilities. The Owner further agrees to comply with all relevant and existing utility Conditions of Service, construction processes and guidelines. The Owner further agrees it shall be responsible for engaging the providers of any necessary utilities to determine servicing for the proposed development and that it shall be responsible for all costs relating to the relocation, placement and/or upgrade of existing or future utility infrastructure for the proposed development. The Owner shall be required to demonstrate to the satisfaction of the General Manager, Planning, Real Estate and Economic Development that sufficient utility servicing and infrastructure exist to service the proposed development and that communication / telecommunication infrastructure facilities are available, at a minimum, for the delivery of emergency management services.</p> <p>The Owner acknowledges and agrees to convey, at their cost, any easements as may be required by the necessary utilities and agrees to abide by all conditions of the City's inhibiting order. The Owner further acknowledges and agrees that such easements shall not be granted on any lands being conveyed to the City, or those proposed to be conveyed to the City, without City's approval.</p> <p>Should any lands owned or proposed to be owned by the City be encumbered as a result of these conditions, the Owner shall bear the sole responsibility and costs associated with correcting such actions, including but not limited to the conveyance of additional lands, the relocation of any such easements or infrastructure as may be deemed appropriate by the General Manager, Planning, Real Estate and Economic Development.</p>	<b>Hydro Ottawa</b>
166.		The Owner shall contact Enbridge Gas Inc.'s Customer Connections department by emailing SalesArea60@enbridge.com to determine gas availability, service and meter installation details and to ensure all gas piping is installed prior to the commencement of site landscaping (including, but not limited to: tree planting, silva cells, and/or soil trenches) and/or asphalt paving.	<b>Enbridge</b>
167.		The Owner acknowledges and agrees that if the gas main needs to be relocated as a result of changes in the alignment or grade of the future road allowances or for temporary gas pipe installations pertaining to phase construction, all costs are the responsibility of the Owner.	<b>Enbridge</b>
168.		In the event that easement(s) are required to service this development, the Owner shall grant any easement(s) to Enbridge Gas Inc. at no cost. The inhibiting order will not be lifted until the Owner has met all of Enbridge Gas Inc.'s requirements.	<b>Enbridge</b>

169.		The Owner acknowledges and agrees to convey any easement(s) as deemed necessary by Bell Canada to service this new development. The Owner further agrees and acknowledges to convey such easements at no cost to Bell Canada.	<b>Bell</b>
170.		The Owner agrees that should any conflict arise with existing Bell Canada facilities or easements within the subject area, the Owner shall be responsible for the relocation of any such facilities or easements at their own cost.	<b>Bell</b>
171.		The Owner shall (a) permit all CRTC-licensed telecommunications companies intending to serve the Subdivision ("Rogers Communications Canada Inc.") to install their facilities within the Subdivision, and (b) provide joint trenches for such purpose.	<b>Rogers</b>
172.		The Owner shall grant, at its own cost, all easements required by the Communications Service Providers to serve the Subdivision, and will cause the registration of all such easements on title to the property.	<b>Rogers</b>
173.		The Owner shall coordinate construction activities with the Communications Service Providers and other utilities, and prepare an overall composite utility plan that shows the locations of all utility infrastructure for the Subdivision, as well as the timing and phasing of installation.	<b>Rogers</b>
174.		The Owner agrees that, if the Owner requires any existing Rogers facilities to be relocated, the Owner shall be responsible for the relocation of such facilities and provide where applicable, an easement to Rogers to accommodate the relocated facilities.	<b>Rogers</b>
175.		The Owner will consult with Canada Post to determine suitable permanent locations for the Community Mail Boxes. The developer will then indicate these locations on the appropriate servicing plans.	<b>Canada Post</b>
176.		The Owner agrees, prior to offering any units for sale, to display a map on the wall of the sales office in a place readily accessible to potential homeowners that indicates the location of all Community Mail Boxes within the development, as approved by Canada Post.	<b>Canada Post</b>
177.		The Owner agrees to include in all offers of purchase and sale a statement which advises the purchaser that mail will be delivered via Community Mail Box. The developer also agrees to note the locations of all Community Mail Boxes within the development, and to notify affected homeowners of any	<b>Canada Post</b>



		established easements granted to Canada Post to permit access to the Community Mail Box.	
178.		The Owner will provide a suitable and safe temporary site for a Community Mail Box until curbs, sidewalks and final grading are completed at the permanent Community Mail Box locations. Canada Post will provide mail delivery to new residents as soon as the homes are occupied.	<b>Canada Post</b>
179.		The Owner agrees to provide the following for each Community Mail Box site and to include these requirements on the appropriate servicing plans: - Any required walkway across the boulevard, per municipal standards - Any required curb depressions for wheelchair access, with an opening of at least two meters (consult Canada Post for detailed specifications)	<b>Canada Post</b>
		<b><u>VIA Rail</u></b>	
180.		Prior to early servicing or registration of the subdivision, which ever comes first, the Owner agrees to submit detailed engineering drawings prepared by a licensed engineer in the province of Ontario for review by Via Rail or its designate. The cost of review by Via Rail shall be at the Owner's expense.	<b>VIA Rail</b>
181.		As determined by Via Rail, the Owner agrees to share any and all locates it shall obtain with Via Rail. The locates shall be shared electronically and in hard copy.	<b>VIA Rail</b>
182.		The Owner agrees to obtain clearance from Via Rail as it relates to the Railway Safety Act, Part III, Sections 24 & 25 prior to the earlier of early servicing or subdivision registration.	<b>VIA Rail</b>
183.		The Owner shall obtain clearance from VIA Rail prior to early servicing or subdivision registration, which ever comes first, on the following items:  a) Railway Right of Way Access Control Policy; b) Wire Crossings and Proximities Regulations – C.R.C., c. 1195; c) Standards Respecting Railway Clearances – TC E-05; d) Notice of Railway Works Regulations, a copy of the notice must be sent to VIA.	<b>VIA Rail</b>
184.		Any and all proposed traffic control within the development shall comply with Circular 13 from the Railway Association of Canada, as applicable.	<b>VIA Rail</b>
185.		Prior to early servicing or subdivision registration, the Owner agrees to have appropriate regard the Buried Signal Communication Guidelines and Guidelines for New Development by the Federation of Canadian Municipalities (FCM), where required.	<b>VIA Rail</b>

		Further, no drainage from the proposed development shall be permitted to be directed to the Via railway. The proposed development shall not interfere with existing railway drainage without the consent of the Via Rail Infrastructure Department. Any and all loads must be in compliance with Cooper E90, as applicable.	
186.		The owner agrees to provide chainlink fencing for all lots and blocks adjacent to the VIA railway line. All fencing will be at the Owner's cost and shall be maintained by the transferee or assigns of the Owner (future purchaser).	VIA Rail
187.		Prior to early servicing or registration of the subdivision, which ever comes first, the Owner shall demonstrate no impact to Electrical and Gas Supply and Communication related to Via Rail operations and obtain such clearance from VIA Rail.	VIA Rail
188.		The Owner shall make all reasonable efforts to avoid interference and impacts with VIA's operations, track infrastructure or property. As applicable and to the extent possible, the owner will make best efforts to conform to all VIA, Department of Transportation and Canadian Transportation Agency rules and regulations, or any other authority having jurisdiction.	VIA Rail
189.		The Owner shall take all necessary and reasonable steps to mitigate or eliminate any direct impacts on VIA's operations and property, caused as a result of the Owner's actions.	VIA Rail
190.		The Owner shall hold Via Rail harmless against any and all claims, damages or proceedings (including legal costs and other costs and expenses) that may arise in relation to the non-compliance to any condition contained in this letter.	VIA Rail
		<b><u>Fire Services</u></b>	
191.	<b>FUS1</b>	The Owner acknowledges and agrees that if two-hour firewalls, active fire protection measures such as sprinkler systems, and/or minimum building separations are required to comply with the FUS calculation as per the City Design Guidelines for water distribution systems, the Owner shall note any such requirements on the grading plan. The Owner shall, prior to registration, provide certified plans demonstrating the locations of such oversized services and/or oversized plumbing to compensate for low peak hour pressures in the local water distribution system. All are to the satisfaction of the General Manager of Planning, Development and Building Department.	<b>OTTAWA Planning</b>

192.	<b>FUS2</b>	The Owner acknowledges and agrees that measures which include, but are not limited to, active fire protection measures such as sprinkler systems, two-hour firewalls that compartmentalize the structure into separate fire areas, and oversized services and/or oversized plumbing shall require the posting of securities to guarantee their installation, prior to registration. The securities will be released upon receiving a letter signed and sealed by a Professional Engineer licensed in the Province of Ontario certifying that construction was carried out in accordance with the approved drawing(s)/plan(s). All are to the satisfaction of the General Manager of Planning, Development and Building Department.	<b>OTTAWA Planning</b>
193.	<b>FUS3</b>	The Owner shall insert a clause in each agreement of purchase and sale and shall be registered as a notice on title in respect of all Lots and Blocks wherein the dwelling contains, or intends to contain, a sprinkler system as follows:  "Purchasers are advised that they must maintain the sprinkler system in working order to the satisfaction of the City's Fire Department. The Purchaser agrees to include this clause in any future purchase and sale agreements."	<b>OTTAWA Planning</b>
194.	<b>FUS4</b>	The Owner acknowledges and agrees that it shall, in the case of insufficient fire flow availability or excessive water age and loss of water disinfectant residual, provide active fire protection options such as sprinkler systems, two-hour firewalls or fire breaks that compartmentalize the structures into separate fire areas, as may be required, to limit the sizing of crescent, dead-end, and other distribution mains to a nominal size of no more than 200mm. All are to be determined by and to the satisfaction of the General Manager of Planning, Development and Building Department.	<b>OTTAWA Planning</b>
		<b><u>Noise Attenuation</u></b>	
195.	<b>N1</b>	The Owner shall have a Noise Study undertaken related to noise assessment and land use planning with respect to noises generated by moving and stationary sources prepared by a Professional Engineer, licensed in the province of Ontario to the satisfaction and approval of the General Manager, Planning, Development and Building Department. The Study shall comply with:  i. the City of Ottawa's Environmental Noise Control Guidelines, as amended; and ii. address, and be in accordance with, the current version of the Association of Professional Engineers of Ontario Guidelines for Professional Engineers providing Acoustical Engineering Services in Land Use Planning.	<b>OTTAWA Planning</b>

		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.	
196.	<b>N2</b>	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.	<b>OTTAWA Planning</b>
197.	<b>N4</b>	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. An updated Noise Assessment shall be required prior to registration to confirm which of the clauses are required for specific Lots and Blocks to the satisfaction of the General Manager, Planning, Development and Building Department.	<b>OTTAWA Planning Legal</b>
		Warning Clause Type A: "Transferees are advised that sound levels due to increasing (road) (Transitway) (rail) (air) traffic may occasionally interfere with some activities of the dwelling occupants as the sound levels exceed the City's and the Ministry of the Environment's noise criteria."	
		Warning Clause Type B: "Transferees are advised that despite the inclusion of noise control features in the development and within the building units, sound levels due to increasing (road) (Transitway) (rail) (air) traffic may on occasions interfere with some activities of the dwelling occupants as the sound levels exceed the City's and the Ministry of the Environment's noise criteria."	
		Warning Clause Type C: "This dwelling unit has been fitted with a forced air heating system and the ducting, etc. was sized to accommodate central air conditioning. Installation of central air conditioning by the occupant will allow windows and exterior doors to remain closed, thereby ensuring that the indoor sound levels are within the City's and the Ministry of the Environment's noise criteria. (Note: The location and installation of the outdoor air conditioning device should comply with the noise criteria of MOE Publication NPC-216, Residential Air Conditioning Devices, dated 1993, and the Environmental Noise Guidelines for Installation of Residential Air Conditioning Devices, dated September 1994, and thus minimize the noise impacts both on and in the immediate vicinity of the subject property.)"	

		<p>Warning Clause Type D</p> <p>"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."</p>	
		<p>Warning Clause Type E</p> <p>"Purchasers/Tenants are advised that due to the proximity of the adjacent industry (facility) (utility), sound levels from the industry (facility) (utility) may at times be audible."</p>	
		<p>Warning Clause Type F</p> <p>"The Transferee for himself, his heirs, executors, administrators, successors and assigns acknowledges being advised that the property/dwelling unit is located in a noise sensitive area due to its proximity to railway facilities and that noise, due to rail operations may interfere year round with some indoor activities and with outdoor activities, particularly during the summer months. The Transferee for himself, his heirs, executors, administrators, successors and assigns also acknowledges being advised that the railway operates 24 hours a day, which may affect the living environment of the residents of the property/area. The Transferee further acknowledges that the Canadian National Railway Company and the City of Ottawa are not responsible if the Transferee for himself, his heirs, executors, administrators, successor and assigns, finds that the noise levels due to rail operations, continue to be a concern or are offensive."</p>	
		<p>Warning Clause Type G</p> <p>"The Transferee for himself, his heirs, executors, administrators, successors and assigns acknowledges being advised that the property/dwelling unit is located in a noise and vibration sensitive area due to its proximity to railway facilities and that noise and/or vibration, due to rail operations may interfere year round with some indoor activities and with outdoor activities, particularly during the summer months. The Transferee for himself, his heirs, executors, administrators, successors and assigns also acknowledges being advised that the railway operates 24 hours a day, which may affect the living environment of the residents of the property/area. The Transferee further acknowledges that the Canadian National Railway Company and the City of Ottawa are not responsible if the Transferee for himself, his heirs, executors, administrators, successors and assigns, finds that the noise and/or vibration due to rail operations, continue to be of concern or are offensive."</p>	
		<b><u>Land Transfers</u></b>	

198.	<b>LT1</b>	<p>The Owner shall convey, at no cost to the City, all lands required for public purposes, including but not limited to, reserves, road widenings, daylighting triangles, walkway blocks, open space blocks, and lands required for parks (or cash-in-lieu thereof) and for stormwater management. In particular, the Owner agrees to convey the following lands:</p> <ul style="list-style-type: none"> <li>i. Pathway, Walkway or Servicing Blocks –79, 80, 81, 85, 86</li> <li>ii. Open Space Blocks – 84, 87</li> <li>iii. Watercourses (buffer strips/riparian corridors) –92, 89, 90, 91</li> <li>iv. Park Blocks –72, 75</li> <li>v. Storm Water Management Blocks – 82, 83</li> <li>vi. Pump Station Blocks –78</li> <li>vii. Road Widening Blocks –88</li> <li>viii. 0.3 m Reserve Blocks –</li> <li>ix. Daylighting Triangles –</li> <li>x. Transit Corridors –</li> <li>xi. Wetlands –</li> </ul>	<b>OTTAWA Planning Legal</b>
199.	<b>LT2</b>	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.	<b>OTTAWA Planning Legal</b>
		<b><u>Development Charges By-law</u></b>	
200.	<b>DC1</b>	The Owner acknowledges that some of the works of the Subdivision are eligible for funding from development charges pursuant to the City's applicable Development Charges By-law and Background Study. Approval by City Council is required to authorize budget authority, authority to enter into a front ending agreement, and authority to provide the repayment of development charges eligible. 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, in accordance with the Front-Ending Agreement Policy. The Owner shall enter into agreements that may be required pursuant to the applicable Development Charges By-law and Background Study.	<b>OTTAWA Planning Legal</b>
201.	<b>DC2</b>	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	<b>OTTAWA Planning Legal</b>

		changes in accordance with the <i>Development Charges Act, 1997</i> and the <i>Education Development Charges Act</i> .	
202.	<b>DC3</b>	The Owner acknowledges and agrees to enter into any front-ending agreements with the City of Ottawa for (specify the works) that are anticipated to be required in advance of the time as approved by Council. The City shall repay the Owner for the cost of works as noted herein in accordance with the approved Front-Ending Policy of the City's Development Charge By-law, and subject to budget approval of the required expenditure by City Council in the year in which it is approved.	<b>OTTAWA Planning Legal</b>
203.	<b>DC4</b>	<p>The Owner acknowledges that for building permits issued after January 15, 2010, payment of non-residential development charges, excluding development charges for institutional developments, may be calculated in two installments at the option of the Owner, such option to be exercised by the Owner at the time of the application for the building permit. The non-discounted portion of the development charge shall be paid at the time of issuance of the building permit and the discounted portion of the development charge shall be payable a maximum of two years from the date of issuance of the initial building permit subject to the following conditions:</p> <ul style="list-style-type: none"> <li>a) a written acknowledgement from the Owner of the obligation to pay the discounted portion of the development charges;</li> <li>b) no reduction in the Letter of Credit below the amount of the outstanding discounted development charges; and</li> <li>c) indexing of the development charges in accordance with the provisions of the Development Charges By-law.</li> </ul> <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>	<b>OTTAWA Planning Legal</b>

		<b><u>Survey Requirements</u></b>	
204.	<b>Surv1</b>	The Owner shall provide the final plan intended for registration in a digital format that is compatible with the City's computerized system. <b>(ALWAYS REQUIRED)</b>	<b>OTTAWA Planning</b>
205.	<b>Surv2</b>	The Plan of Subdivision shall be referenced to the Horizontal Control Network in accordance with the City requirements and guidelines for referencing legal surveys.	<b>OTTAWA Surveys</b>
206.	<b>Surv3</b>	The distance from the travelled Centreline of all existing adjacent roads to the subdivision boundary should be set out in the Plan of Subdivision.	<b>OTTAWA Surveys</b>
		<b><u>Closing Conditions</u></b>	
207.	<b>C1</b>	The City Subdivision Agreement shall state that the conditions run with the land and are binding on the Owner's, heirs, successors and assigns.	<b>OTTAWA Legal</b>
208.	<b>C2</b>	At any time prior to final approval of this plan for registration, the City may, in accordance with Section 51 (44) of the <i>Planning Act</i> , amend, delete or add to the conditions and this may include the need for amended or new studies.	<b>OTTAWA Legal</b>
209.	<b>C3</b>	The owner shall pay any outstanding taxes owing to the City of Ottawa prior to registration. <b>(ALWAYS REQUIRED)</b>	<b>OTTAWA Planning Revenue</b>
210.	<b>C4</b>	Prior to registration of the Plan of Subdivision, the City is to be satisfied that conditions 1 to 212 have been fulfilled.	<b>OTTAWA Planning</b>
211.	<b>C5</b>	The Owner covenants and agrees that should damage be caused to any of the Works in this Subdivision by any action or lack of any action whatsoever on its part, the General Manager, Planning, Development and Building 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.	<b>OTTAWA Planning</b>



212.	<b>C6</b>	If the Plan(s) of Subdivision, including all phases within the draft approved plan of subdivision, has not been registered by <i>(a date at least three years after the date of draft approval will be inserted later)</i> , the draft approval shall lapse pursuant to Section 51 (32) of the <i>Planning Act</i> . Extensions may only be granted under the provisions of Section 51 (33) of said <i>Planning Act</i> prior to the lapsing date.	<b>OTTAWA Planning</b>
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<sup>i</sup> For Clearing Agencies:

"Planning" refers to Planning Services.

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

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

"Legal" refers to Legal Services.

"Parks" refers to Parks and Facilities Planning Services.

"BCS" refers to Building Code Services.

"Transit" refers to Transit Planning.

"Transpo Plg" refers to Transportation Planning.

"Forestry" refers to Forest Management.

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

"Revenue" refers to Revenue Services.

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