

Ontario Land Tribunal

Tribunal ontarien de l'aménagement
du territoire



ISSUE DATE: September 04, 2024

CASE NO(S).: OLT-23-000954

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

Applicant/ Appellant:	Phoenix Harbour Old Montreal Road Inc.
Subject:	Application to amend the Zoning By-law – Refusal or neglect to make a decision
Description:	To develop a residential subdivision on the subject lands
Reference Number:	D02-02-18-0021
Property Address:	1146-1208 Old Montreal Road
Municipality/UT:	Ottawa/Ottawa
OLT Case No.:	OLT-23-000954
OLT Lead Case No.:	OLT-23-000954
OLT Case Name:	Phoenix Harbour Old Montreal Road Inc. v. Ottawa (City)

PROCEEDING COMMENCED UNDER section 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
Reference Number:	D07-16-18-0001
Property Address:	1146-1208 Old Montreal Road
Municipality/UT:	Ottawa/Ottawa
OLT Case No.:	OLT-23-000955
OLT Lead Case No.:	OLT-23-000954

Heard: In writing

APPEARANCES:**Parties****Counsel**

Phoenix Harbour Old Montreal Road Inc.
("Appellant")

Jacob Polowin
Michael Polowin

City of Ottawa
("City")

Timothy Marc

Tamarack (Cardinal Creek) Corporation

Ursula Melinz

DECISION DELIVERED BY ERIC S. CROWE AND ORDER OF THE TRIBUNAL**[Link to the Order](#)****INTRODUCTION**

[1] The Tribunal convened a written Settlement Hearing concerning an appeal by the Appellant of the City of Ottawa's ("City") failure to make a decision on Applications for a Zoning-By-law Amendment ("ZBA") and a Draft Plan of Subdivision ("DPS") within the timeframes prescribed in the *Planning Act*, R.S.O. 1990, c. P.13, as amended ("Act").

[2] The proposed development would facilitate a residential subdivision, including residential apartments, semi-detached dwellings, townhouses, stacked townhouse units and a municipal park on the property municipally addressed as 1146, 1154, part of 1172, 1176, 1180 and 1208 Old Montreal Road in the City ("subject lands").

[3] Tamarack (Cardinal Creek) Corporation was previously granted Party Status.

SUBJECT LANDS

[4] The subject lands are located on the south side of Old Montreal Road, east of Trim Road, in the area known as Cardinal Creek. The subject lands have approximately 262 metres of frontage on Old Montreal Road, and a total area of approximately 7.19 hectares

(17.7 acres).

[5] The subject lands are currently occupied by detached dwellings at 1154, 1176 and 1180 Old Montreal Road, with outbuildings located at 1208 Old Montreal Road.

[6] The south edge of the subject lands is defined by a creek corridor which is a tributary to the Cardinal Creek. The DPS and ZBA applications do not propose any development south of this feature.

[7] The parcel at 1172 Old Montreal Road is not owned by Phoenix and does not form part of the applications. The property is occupied by a detached residential dwelling and has access from Old Montreal Road via a shared driveway.

[8] The subject lands are designated “Neighbourhood” on Schedule B8 (Suburban East) of the Ottawa Official Plan, which allows a mix of residential building forms and densities.

PROPOSED SETTLEMENT

[9] The Applicant and the City (collectively, the “Parties”) have agreed to a comprehensive resolution of the appeals and wish to reflect their agreement herein, before the Tribunal for approval.

[10] The Parties request that the Tribunal allow the appeals and approve in principle the ZBA (attached as **ATTACHMENT “A”**) and DPS (attached as **ATTACHMENT “B”**), and DPS Conditions (attached as **ATTACHMENT “C”**) and that the City is provided the authority to give final approval of the DPS.

[11] Tamarack (Cardinal Creek) Corporation has prepared a Cost Sharing Agreement for lands including the Phoenix Lands and is responsible for implementing it.

[12] The Settlement Proposal before the Tribunal provides approximately 440 residential

units in the form of townhouses (podium, back-to-back stacked) and apartment dwellings. The structural components of the Settlement Proposal include the following:

- a) Approximately 440 residential units
- b) 1 park block (4,454 square metres)
- c) 1 pathway block (1,788 square metres)
- d) 1 open space block (519 square metres)
- e) 1 creek corridor block (24,025 square metres)
- f) 1 public local street
- g) 1 road widening block (2,262 square metres)

WITNESS

[13] Evidence in support of the proposed Application was provided by the Affidavit of Paul Black, a land use planner. Mr. Black was qualified to provide expert land use planning opinion evidence.

[14] The Tribunal marked the following documents as Exhibits:

- Exhibit 1: MOS dated August 14, 2024;
- Exhibit 2: Affidavit of Paul Black dated August 15, 2024;
- Exhibit 3: Draft ZBLA;
- Exhibit 4: Draft DPS; and
- Exhibit 5: Draft DPS conditions

EVIDENCE

Section 2 of the *Planning Act*

[15] According to Mr. Black, the development as proposed would make efficient use of

existing communication, transportation, sewage, and water infrastructure. In addition, there is adequate provision of a full range of housing including affordable housing and protection of public health and safety. According to Mr. Black the proposed development is appropriate location of growth and development.

[16] Mr. Black highlighted s. 51(24) of the Act and several sections that the ZBL and DPS shall have regard to including the health, safety, convenience, accessibility for persons with disabilities and welfare of the present and future inhabitants of the municipality including the following:

- a. the effect of development of the proposed subdivision on matters of provincial interest as referred to in section 2;
- b. whether the proposed subdivision is premature or in the public interest;
- c. whether the plan conforms to the official plan and adjacent plans of subdivision, if any;
- d. the suitability of the land for the purposes for which it is to be subdivided;
- f. the dimensions and shapes of the proposed lots;
- g. the restrictions or proposed restrictions, if any, on the land proposed to be subdivided or the buildings and structures proposed to be erected on it and the restrictions, if any, on adjoining land;
- h. conservation of natural resources and flood control;
- i. the adequacy of utilities and municipal services;
- j. the adequacy of school sites; and,
- k. the area of land, if any, within the proposed subdivision that, exclusive of highways, is to be conveyed or dedicated for public purposes.

[17] In Mr. Black's opinion, the Settlement Proposal has regard for the applicable matters of Provincial interest in the Act and the criteria set out in s. 51(24) of the Act.

Provincial Policy Statement (2020) ("PPS")

[18] Mr. Black highlighted several sections of the PPS. He advised that, s. 1 of the PPS supports building strong and healthy communities through the wise management of

change and promotion of efficient land use and development patterns.

[19] Mr. Black highlighted s. 2 of the PPS and advised the subject land is located within the defined Settlement Area of the City where the PPS directs the majority of growth and development to occur. The proposed development includes a range of apartment and townhouse dwellings that will address market demand and contribute to the range of housing options available in the area while helping the City meet their long-term growth objectives. According to Mr. Black the subject land is located in proximity to existing infrastructure and public service facilities and will make efficient use of these.

[20] With regards to the protection of natural features, Mr. Black advised the Settlement Proposal provides a significant setback from the Cardinal Creek tributary and protection of the valley lands that will ensure its protection.

[21] In Mr. Black's opinion, the proposed redevelopment and the implementing planning instruments are consistent with the PPS.

City of Ottawa Official Plan ("City OP") (2022)

[22] Mr. Black submitted within the City OP s. 5.4.1 provides policies related to built form and site design applicable to Neighbourhoods within the Suburban Transect as follows:

2) The Suburban Transect is generally characterized by Low- to Mid-density development. Development shall be:

a. Low-rise within Neighbourhoods

[23] Mr. Black advised, the proposed zoning details propose building heights of up to six storeys and maximum 20 metres in height. The Settlement Proposal includes low and mid-rise housing in the form of townhouse (including back-to-back and stacked) and apartment dwelling units. City staff are satisfied with the proposed heights.

[24] Mr. Black highlighted policy 5.4.5(1) which provides that residential growth within

Neighbourhoods in the Suburban Transect and within a 15-minute neighbourhood shall meet the target residential density range of 40 to 60 dwellings per net hectare in accordance with Table 3b of the City OP. According to Mr. Black, the Settlement Proposal has a density of 134 units per net hectare. The City OP, states,

The expressed density ranges are targets with respect to existing and new development in combination and individual sites may be lower or higher than the indicated targets as provided for in Policy 12 c) below.

[25] According to Mr. Black, policy 3.2(12)(c) states that the density targets from Table 3b shall be implemented in the ZBL through a municipally initiated zoning conformity exercise and:

may determine different maximum built form permissions, and minimum density requirements where applicable, as appropriate to lot fabric, neighbourhood context, servicing and proximity to Hubs, Main streets, Minor Corridors, rapid-transit stations and major neighbourhood amenities.

According to Mr. Black City' Staff are satisfied with the proposed density.

[26] Mr. Black highlighted, s. 6.3.1 of the City OP which defines Neighbourhoods and sets the stage for their function and change over the life of the Plan. In addition, para 3 Development in the Neighbourhood designation which seeks additional height beyond 4 storeys:

- a. May be evaluated through a ZBA, without the need to amend this Plan, in cases that fall under the provisions of s. 6.3.1 Policy 2) but where the zoning does not provide corresponding permissions; and
- b. In all other cases, require an area-specific policy through an amendment to this Plan.

According to Mr. Black, OPA 25 permits building heights up to six storeys on the subject lands.

[27] In Mr. Black's opinion, the Settlement Proposal and proposed zoning details conform to the City OP.

Cardinal Creek Concept Plan

[28] Mr. Black advised the subject lands are located within the Cardinal Creek Village Concept Plan area. Mr. Black highlighted several sections of the plan including s.3 which encourages compact urban development. Mr. Black advised, the subject lands are designated "Existing Residential" on Figure 2 within the Cardinal Creek Concept Plan and according to Mr. Black, this designation falls within the larger "Residential Areas" designation which comprises the majority of the development within the Cardinal Creek Village community.

[29] According to Mr. Black, the subject lands proposes a mix of mid-rise apartments and townhouses that has appropriate regard for the vision for the subject lands set out in the Concept Plan. The subject lands are located along an Arterial Road and at the intersection of an Arterial and a Collector and are therefore suitable for the proposed medium-density housing form.

[30] Mr. Black advised the Cardinal Creek Concept Plan anticipates that the subject lands, although existing residential, could develop at some point in the future. Specifically, Table 3 ("Dwelling Unit Projections") states that the Concept Plan assumes that 75 percent of the existing residential areas would be developed with low-density housing, while the remaining 25 percent would be developed with medium-density housing. The proposed development contributes to the 25 percent of the existing residential lands that were anticipated to develop as low-rise apartments or similar forms.

[31] According to Mr. Black a portion of the subject lands is also designated "Urban Natural Feature" on the Land Use Plan. These features form part of the Greenspace Network in the Concept Plan. Per s. 3.8, the intent of the greenspace network is to augment and integrate existing elements (including watercourses) with additional open spaces in the form of parks and stormwater management facilities in order that a full range

of passive recreational opportunities can be accommodated. Per 3.8.1, Urban Natural Features shall be dedicated to the City.

[32] Mr. Black contends, the Settlement Proposal provides protections for the Cardinal Creek tributary and urban natural feature along the south edge of the subject lands. The proposed park block abuts the corridor and will provide opportunities for active recreation adjacent to the natural areas.

[33] In Mr. Black's opinion, the proposed Settlement Proposal and proposed zoning details have appropriate regard for the Cardinal Creek Concept Plan.

Relevant Guidelines and Other Considerations

[34] Mr. Black advised that, Design Guidelines for Greenfield Neighbourhoods illustrate the City's expectations for greenfield neighbourhoods and are to be considered through the processing of DPS. The following guidelines have been incorporated into the Settlement Proposal:

- 1) Plan and build new communities based on the inherent capacity of the natural landscape to sustain the community over time;
- 2) Create a connected network of parks, greenspaces and public lands that is structured by existing natural features and connected by pathways and sidewalks. Make this network easily accessible on foot or bike from homes throughout the neighbourhood;
- 3) Conserve natural features such as woodlots, wetlands and creeks, and the natural connections between them, to sustain healthy habitats for plants and animals;
- 4) Preserve existing green corridors such as along watercourses, as connections for wildlife and for pedestrians and cyclists. Maintain the natural character of these features and limit the number of encroachments;

- 5) Incorporate landform features and topography in the design of road and block patterns to maximize vistas and visual interest and reduce extensive earth movement requirements;
- 6) Create a walkable neighbourhood with pathways, trails and sidewalks that are accessible year round and that connect destinations such as transit stops, commercial areas, schools, community facilities and parks;
- 7) Locate residential buildings close to the property line with their primary face addressing the street, while making room for trees and utilities. Provide visual interest along the streetscape with a variety in setbacks and projections;
- 8) Mix various types of housing on each street while considering the relationship (height, size, bulk) between each other, and to existing houses;
- 9) Design building façades so that windows and doors are prominent features that address the streets they front;
- 10) Site and design residential buildings on corner lots so that both the front and the side of the building are oriented to the public street and are detailed with similar quality and style;
- 11) Locate surface parking areas of multi-unit residential buildings away from public view and not between the public street and the building. Design and landscape parking areas so they do not detract from any rear yard amenity space; and,
- 12) Provide a landscape buffer along the edges of multi-unit residential parking areas, in situations where they are along a public street. Provide breaks in the buffers to connect the sidewalk to walkways on the site. Buffers may include low shrubs, trees, and decorative fences.

Disposition

[35] In the absence of any planning evidence to the contrary, the Tribunal finds and accepts the land use planning evidence and expert opinion provided by Mr. Black, that the proposed ZBA and DPS has regard for the matters of Provincial Interest under the Act, represents good planning and is in the Public Interest, is consistent with the policies of the PPS, conforms to the City OP and Cardinal Creek Concept Plan and meets the Design Guidelines for Greenfield Neighbourhoods.

[36] The Tribunal acknowledges the cooperation between the Parties in having reached a Settlement.

ORDER

[37] **THE TRIBUNAL ORDERS** that the appeals filed by Phoenix Harbour Old Montreal Road Inc. are allowed in part;

[38] **AND THE TRIBUNAL FURTHER ORDERS:**

1. City of Ottawa Zoning By-law No 2008-250, as amended, is further amended in accordance with the Zoning By-law Amendment at **ATTACHMENT “A”** to this Order; and
2. The Draft Plan of Subdivision prepared by Mirel. Aradau, Ontario Land Surveyor and signed on August 13, 2024, at **ATTACHMENT “B”** to this Order is approved, subject to the Conditions of Draft Approval at **ATTACHMENT “C”** to this Order.

[39] **AND THE TRIBUNAL FURTHER ORDERS** that, in accordance with the *Planning Act*, s. 51 (56.1), the City of Ottawa is provided the authority to give final approval of the Plan of Subdivision for the purposes of the *Planning Act*, subsection 51(58), subject to the *Planning Act*, subsection 51(56.2).

[40] The City of Ottawa is authorized to assign a By-law number to the Zoning By-law in Attachment A to this Order for record-keeping purposes.

[41] **AND THE TRIBUNAL FURTHER ORDERS** that the Tribunal Member is seized and may be spoken to in the event matters arise in connection with the implementation of this Order.

"Eric S. Crowe"

ERIC S. CROWE
MEMBER

Ontario Land Tribunal

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

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

ATTACHMENT "A"

Draft Zoning By-law Amendment

Add 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 1154, 1172, 1176, 1180 and part of 1208 Old Montreal Road.

The Council of the City of Ottawa, pursuant to Section 34 of the *Planning Act*, R.S.O.1990, enacts 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 RR7 to R5Z[2973] H(20);
- b) Area B from RR7 to R4Z[2972];
- c) Area C from RR7 to EP;
- d) Area D from RU to R5Z[2973] H(20);
- e) Area E from RU to R4Z[2972];
- f) Area F from RU to O1;
- g) Area G from RU to EP;
- h) Area H from O1 to EP;
- i) Area I from RR7[19r] to R4Z[2972];
- j) Area J from RU to R4Z[2972]-h;
- k) Area K from RR7[19r] to R5Z[2973] H(20);
- l) Area L from RR7[19r] to R5Z[2973] H(20)-h;
- m) Area M from RR7[19r] to R4Z[2972]-h;
- n) Area N from RU to R5Z[2973] H(20)-h;
- o) Area O from RR7[19r] to O1; and,
- p) Area P from RR7 to O1.

2. Section 239 – Urban Exceptions of the said By-law No. 2008-250 is amended by adding the following exception:

I	II	Exception Provisions
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Exception Number	Applicable Zone	III Additional Land Uses Permitted	IV Land Prohibited Uses	V Provisions
2972	-R4Z[2972] -R4Z[2972]-h			<p>-Minimum Interior Side Yard Setback:</p> <ul style="list-style-type: none"> i. 2 metres where the adjacent building wall is greater than 11 m in height; ii. 6 m abutting an O1 zone; iii. In all other cases, the R4Z Subzone of Table 162 applies. <p>-Despite Table 110, a parking lot is not required to have a landscaped buffer where it does not abut a public street; except that a landscape buffer of 1.5 metres minimum is required abutting an O1 zone.</p> <p>-The lands within the R4Z[2972] zone are considered one lot for zoning purposes, excluding the lands municipally addressed 1172 Old Montreal Road until such time as the holding symbol is removed.</p> <p>-For the lands municipally addressed 1172 Old Montreal Road, despite Section 59 - Frontage on a Public Street, development of the subject land is permitted.</p> <p>-Where a holding symbol applies, all uses are prohibited except for those existing as of the passing of this by-law. The holding symbol may not be removed until such time as the existing detached dwelling use is discontinued.</p>
2973	-R5Z[2973] H(20) -R5Z[2973] H(20)-h		<p>-apartment dwelling, high-rise</p> <p>-detached dwelling</p> <p>-duplex dwelling</p>	<p>-The lot line abutting Old Montreal Road is deemed to be the front lot line.</p> <p>-The following applies to an apartment dwelling:</p>

			-linked-detached dwelling -semi-detached dwelling	i. Minimum Front Yard Setback: 1.5 m ii. Minimum Interior Side Yard Setback: 5 m iii. Minimum Rear Yard Setback: 3.5 m -Minimum parking space rate for an apartment dwelling, mid-rise is 1 space per dwelling unit. -Despite Section 163(9), 15 percent of the lot area must be provided as landscaped area for a lot containing an apartment dwelling, mid rise. -The lands within the R5Z[2973] H(20) zone are considered one lot for zoning purposes, excluding the lands municipally addressed 1172 Old Montreal Road until such time as the holding symbol is removed. -For the lands municipally addressed 1172 Old Montreal Road, despite Section 59 - Frontage on a Public Street, development of the subject land is permitted. -Where a holding symbol applies, all uses are prohibited except for those existing as of the passing of this by-law. The holding symbol may not be removed until such time as the existing detached dwelling use is discontinued
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ENACTED AND PASSED this **XXth** day of **MONTH**, 2024.

CITY CLERK

MAYOR

BY - LAW NO. 2024 - XXX

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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
1154, 1172, 1176, 1180 and part of 1208
Old Montreal Road.

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Enacted by City Council at its meeting of
(Month Day, 2024).

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LEGAL SERVICES

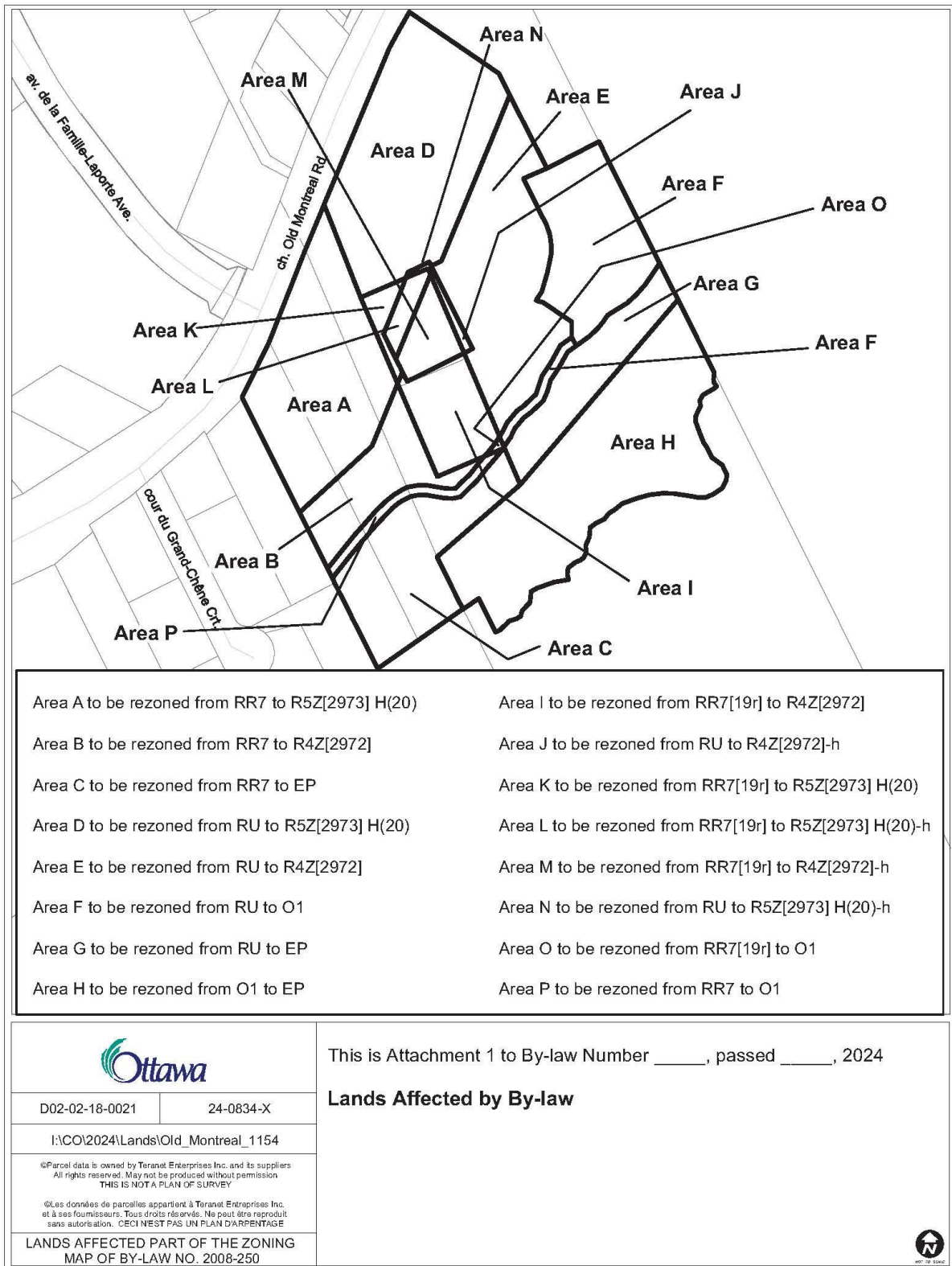
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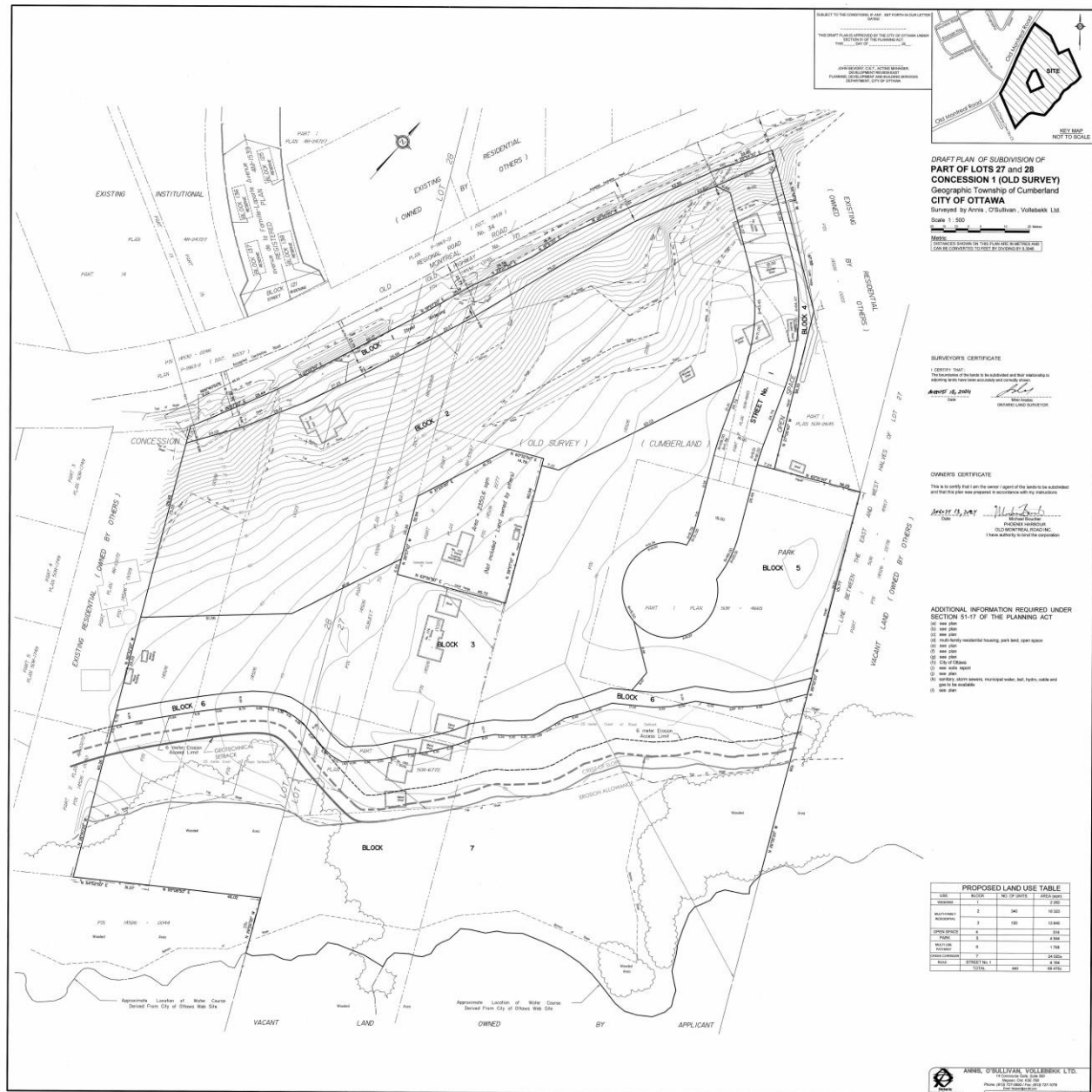
COUNCIL AUTHORITY:

City Council (Month Day, 2024)

Agenda Item XX

(PHC [ARAC] Report No. xx)





ATTACHMENT “C”*Final Draft: 13 August 2024***File: D07-16-18-0001**

MENU OF CONDITIONS
FOR DRAFT PLAN OF SUBDIVISION APPROVAL
DCR PHOENIX HARBOUR OLD MONTREAL INC.plan
1154, 1172, 1176, 1180 & 1208 OLD MONTREAL ROAD
(INCLUDING PIN 145260028)

DRAFT APPROVED DD/MM/YYYY
REVISED DD/MM/YYYY
DRAFT APPROVAL EXTENDED FROM DD/MM/YYYY TO DD/MM/YYYY

The City of Ottawa's conditions applying to the draft approval of DCR Phoenix Harbour Old Montreal Inc.'s Subdivision (File No. D07-16-18-0001), addressed 1154, 1172, 1176, 1180 and 1208 Old Montreal Road, including an unaddressed parcel (PIN 145260028), are as follows:

	<p>The following recommended conditions of draft plan of subdivision approval submitted to the Ontario Land Tribunal in reference to OLT Lead Case No. OLT-23-000954 apply to the draft plan of subdivision certified by M. Aradau, Ontario Land Surveyor, dated August 13, 2024 showing two Residential Blocks for 440 dwelling units, one public street, one pathway block, one park block, one open space block, one environmental protection (creek corridor) block, and one road widening block.</p> <p>The conditions apply to the following reports and conceptual plans in support of the draft plan of subdivision:</p> <ol style="list-style-type: none"> 1) Adequacy of Public Servicing Report, 1208 Old Montreal Road, prepared by IBI Group, Report No. 109575-5.2.2.1, dated 19 July 2023. 2) Phase One Environmental Site Assessment, 1154, 1176, 1180 and 1208 Old Montreal Road, Ottawa, Ontario, prepared by exp, Project No. OTT-00234493-A0, Final Report, dated 27 August 2021. 3) Phase Two Environmental Site Assessment, 1154, 1176, 1180 and 1208 Old Montreal Road, Ottawa, Ontario, prepared by exp, Project No. OTT-00234493-B0, dated 5 October 2021. 4) Stage 1 Archaeological Assessment: Proposed Cardinal Creek Development, Lands South of Old Montreal Rd. Part Lot 25, 26, and 27, and 28 Concession 1 and Part Lot C, D, and E Concession 8 in the Geographic Township of Cumberland, Historic County of Russell, Ottawa, Ontario, prepared by Paterson Group, Report No. PA1001, Revised Report, dated March 2013. 5) Stage 2 Archaeological Assessment: Proposed Residential Development, Old Montreal Road, Part Lots 27 and 28, Concession 1 Cumberland Township, Carleton County, City of Ottawa, Ontario, 	
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Final Draft: 13 August 2024

	<p>prepared by Paterson Group, Report No. PA1105-1, dated 13 May 2020.</p> <p>6) Updated Geotechnical Investigation, Proposed Residential Subdivision, 1154-1208 Old Montreal Road, Ottawa, Ontario, prepared by exp, Project No. OTT-00234493-A0, Final Report, dated 7 October 2021.</p> <p>7) Desktop Hydrogeological Study, 1208 Old Montreal Road, Ottawa, Ontario, prepared by exp, Report No. OTT-00234493-A0, dated 30 January 2018.</p> <p>8) Landslide Hazard and Risk Assessment Final Report, prepared by Stantec Consulting Ltd., Report No. 121624058, dated 13 December 2021.</p> <p>9) Third-party Review of Landslide Hazard and Risk Assessment – 1154 Old Montreal Road, Letter Report, prepared by BCG Engineering Inc., Project No. 1954004.03, dated 3 June 2022.</p> <p>10) Transportation Impact Assessment, Phoenix Homes Subdivision Old Montreal Road, prepared by WSP, Report No. 17M-02201-00, dated March 2018.</p> <p>11) Transportation Impact Assessment Update – 1154-1208 Old Montreal Road, prepared by IBI Group, Project No. 127391, dated 16 February 2021.</p> <p>12) Old Montreal Road Modifications (Draft), Dwg Nos. RMA-2021-TPD-XXXXA to XXXC, prepared by IBI Group, dated July 2021.</p> <p>13) Environmental Noise Impact Assessment, 1208 Old Montreal Road, prepared by IBI Group, Report No. 109575-5.2.2.1, dated 12 February 2021.</p> <p>14) Environmental Impact Statement, Phoenix Homes - Old Montreal Road, Updated Report, prepared by Kilgour & Associates Inc., dated 17 July 2023.</p> <p>15) Headwater Drainage Feature Assessment, Phoenix Homes - Old Montreal Road, prepared by Kilgour & Associates Inc., dated 31 July 2021.</p> <p>16) Tree Conservation Report, Phoenix Homes – Old Montreal Road, prepared by Kilgour & Associates Inc., dated 17 July 2023.</p> <p>17) Integrated Environmental Review, Phoenix Homes Proposed Development of 1154 – 1208 Old Montreal Road, prepared by Kilgour & Associates Inc., Final Report, dated 15 February 2018.</p> <p>18) Site Plan, Proposed Subdivision, Old Montreal Road, Dwg. No. SP-1, prepared by M. David Blakely Architect Inc., dated November 2016, Revision 39, dated 24 June 2024.</p> <p>Subject to the conditions below, the above listed plans and reports may require updating and/or additional details prior to final approval.</p>	
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Final Draft: 13 August 2024

		The Owner agrees, by entering into a Subdivision Agreement, to satisfy all terms, conditions and obligations, financial and otherwise, of the City of Ottawa, at the Owner's sole expense, all to the satisfaction of the City.	<u>Clearing Agency</u>
		<u>General</u>	
1.	G1	Prior to the issuance of a Commence Work Notification, the Owner shall obtain such permits as may be required from Municipal or Provincial authorities and shall file copies thereof with the General Manager, Planning, Development and Building Services Department.	OTTAWA Planning
2.	G2	<p>Prior to commencing construction, the Owner shall enter into a subdivision agreement with the City. The subdivision agreement shall, among other matters, require that the Owner post securities in a format approved by the City Solicitor, in an amount of 100% of the estimated cost of all works, save and except non-municipal buildings.</p> <p>The aforementioned security for site works shall be for works on both private and public property and shall include, but not be limited to, lot grading and drainage, landscaping and driveways, roads and road works, road drainage, underground infrastructure and services (storm, sanitary, watermain), streetlights, stormwater management works and park works.</p> <p>The amount secured by the City shall be determined by the General Manager, Planning, Development and Building Services Department, based on current City tender costs, which costs shall be reviewed and adjusted annually. Securities for on-site works may be at a reduced rate subject to the approval of the General Manager, Planning, Development and Building Services Department.</p> <p>Engineering, Inspection and Review fees will be collected based on the estimated cost of the works (+HST) and a park review and inspection fee will be based on 4% (+HST) of the total value of the park works as noted herein and in accordance with the City's Planning Fees By-law.</p>	OTTAWA Planning
3.	G3	The Owner acknowledges and agrees that any residential blocks for street-oriented dwelling units on the final Plan shall be configured to ensure that there will be no more than 25 units per block.	OTTAWA Planning
4.	G4	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.	OTTAWA Legal

Final Draft: 13 August 2024

		The Owner agrees to provide to the General Manager, Planning, Development and Building Services Department an acknowledgement from those purchasers who signed a purchase and sale agreement before this Subdivision was draft approved, that the Subdivision had not received draft approval by the City. The Owner agrees that the purchase and sale agreements signed prior to draft approval shall be amended to contain a clause to notify purchasers of this fact, and to include any special warning clauses, such as but not limited to Noise Warnings and easements.	
5.	G5	Deleted.	
6.	G6	The Owner, or his agents, shall not commence or permit the commencement of any site related works until such time as a pre-construction meeting has been held with Planning, Development and Building Services Department staff and until the City issues a Commence Work Notification.	OTTAWA Planning
		<u>Landowners Agreement</u>	
7.	LA1	<p>Prior to obtaining approval for each and every commence work notification, or early servicing, or registration event from the City, the Owner agrees to either:</p> <ul style="list-style-type: none"> a) provide a letter of clearance from Tamarack (Cardinal Creek South) Corporation ("Tamarack") confirming that the Owner has arrived at an agreement with Tamarack for the Owner's reasonable proportionate share of the Cardinal Creek Village Costs (the "Owner's CCV Costs") and the required payment has been made to Tamarack; OR b) If an agreement on the Owner's CCV Costs has not been made prior to the first of the following development events (the "Development Event"): (1) seeking approval for a commence work notification; (2) seeking approval for early servicing; or (3) seeking approval for registration from the City, then: <ul style="list-style-type: none"> i. Tamarack's engineer shall identify the quantum of the Owner's CCV Costs as of the date of the Development Event; ii. The Owner shall pay 70% of the quantum identified in section (i) to Tamarack, and shall pay 30% of the quantum, to be held by Gowling WLG (Canada) LLP, in trust, pending final determination of the Owner's CCV Costs; iii. Final determination of the Owner's CCV Costs shall occur pursuant to the dispute resolution agreement between the Owner and Tamarack dated August 8, 2024; and 	OTTAWA Planning CCVLG

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		iv. Tamarack's clearance as stated in (a) shall be provided to the City and the dispute resolution process shall proceed to determine the balance of the required payment to Tamarack. Clearance from Tamarack as stated above is required prior to any Development Event as stated above.	
		<u>Zoning</u>	
8.	Z1	The Owner agrees that prior to registration of the Plan of Subdivision, the Owner shall ensure that the proposed Plan of Subdivision shall conform with a Zoning By-law approved under the requirements of the <i>Planning Act</i> , with all possibility of appeal to the Ontario Land Tribunal exhausted.	OTTAWA Planning
9.	Z2	<p>a) 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.</p> <p>b) 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 for trees provided within Street 1 in accordance with the subject guidelines shall be provided by a Landscape Architect prior to registration.</p>	OTTAWA Planning
		<u>Site Plan Control</u>	
10.	New	The Owner acknowledges and agrees that all residential apartment and stacked dwelling Blocks within the Subdivision shall be subject to Site Plan Control Approval.	OTTAWA Planning
		<u>Roadway Modifications</u>	
11.	RM1	The Owner shall pay all expenses associated with all works related to roadway modifications and shall provide financial security in the amount of 100% of the cost of implementing the required works.	OTTAWA Planning
12.	RM2	<p>The Owner agrees to provide a Development Information Form and Geometric Plan indicating:</p> <p>a) Road Signage and Pavement Marking for the subdivision; b) Intersection control measure at new internal intersections; and c) location of depressed curbs and TWSIs;</p>	OTTAWA Planning Transpo Plg.

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		prior to the earlier of registration of the Agreement or early servicing. Such form and plan shall be to the satisfaction of the General Manager, Planning, Development and Building Services Department.	
13.	RM7	<p>Where traffic calming is identified, the Owner acknowledges and agrees to implement traffic calming measures on roads within the limits of their subdivision to limit vehicular speed and improve pedestrian safety. The Owner further acknowledges and agrees that the detailed design for new roads will include the recommendation(s) from the required supporting transportation studies.</p> <p>The Owner agrees that traffic calming measures shall reference best management practices from the Canadian Guide to Neighbourhood Traffic Calming, published by the Transportation Association of Canada, and/or Ontario Traffic Manual. These measures may include either vertical or horizontal features (such measures shall not interfere with stormwater management and overland flow routing), including but not limited to:</p> <ul style="list-style-type: none"> • intersection or mid block narrowings, chicanes, medians; • speed humps, speed tables, raised intersections, raised pedestrian crossings; • road surface alterations (for example, use of pavers or other alternate materials, provided these are consistent with the City's Official Plan policies related to Design Priority Areas); • pavement markings/signage; and • temporary/seasonal installations such as flexi posts or removable bollards. 	OTTAWA Planning
		<u>Highways/Roads</u>	
14.	HR1	The Owner acknowledges and agrees that all supporting transportation studies and design of all roads and intersections shall be to the satisfaction of the General Manager, Planning, Development and Building Services Department.	OTTAWA Planning
15.	HR2	The Owner shall retain a licensed or registered professional with expertise in the field of transportation planning and/or traffic operations to prepare a Transportation Impact Assessment. The study shall comply with the City of Ottawa's Transportation Impact Assessment Guidelines. The Owner agrees to revise the Draft Plan in accordance with the recommendations of the study.	OTTAWA Planning
16.	HR3	The Owner shall provide for temporary turnarounds for all streets terminating at the edge of any phase of development, prior to registration of the Plan. The Owner agrees that it will convey to the City at no cost any temporary easements that may be required in order to establish the	OTTAWA Planning

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		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.	
17.	HR4	The Owner shall convey to the City, at no cost to the City, an unencumbered road widening along Old Montreal Road, adjacent to the subdivision lands, in accordance with the Official Plan. The required widening shall be illustrated on the Draft M-Plan and Final Plan of Subdivision as a dimension from the existing centerline of the public highway to the required widened limit. If it is determined that a widening is not required, the Owner's Surveyor shall illustrate the distance from the existing centerline of the Public Highway to the existing road limit on the Draft M-Plan and the Final Plan of Subdivision. All of which will be to the satisfaction of the City Surveyor.	OTTAWA Planning Surveys
18.	HR6	The Owner shall provide site triangles at the following locations as applicable on the final plan: <ul style="list-style-type: none"> • Arterial/Arterial: overlapping 5m x 15m triangles • Arterial/Collector: overlapping 5m x 15m triangles • Collector/Collector: overlapping 5m x 15m triangles • Arterial/Local: 3m x 9m with the longer dimension along the arterial road • Collector/Local: 3m x 9m with the longer dimension along the collector road • Local/Local: 3m x 3m 	OTTAWA Planning Legal
19.	HR7	A 0.3 m reserve adjacent to the widened limit of Old Montreal Road shall be indicated on the final 4M-Plan submitted for registration and conveyed at no cost to the City.	OTTAWA Planning Legal
20.	HR9	The Owner agrees to provide a construction traffic management plan for the subdivision prior to the earlier of registration of the Agreement or early servicing. Such plan shall be to the satisfaction of the General Manager, Planning, Development and Building Services Department.	OTTAWA Planning
21.	HR11	All streets shall be named to the satisfaction of the Chief Building Official of Building Code Services and in accordance with the Addressing By-law.	OTTAWA Planning BCS
22.	HR12	Where land has been dedicated for road widening purposes as part of the planning process, where the Owner receives no financial compensation or in-kind consideration in exchange for the widening, and where the City deems that the land is no longer required for that purpose, the lands may be conveyed back to the original Owner, or its successor in title, for \$1.00. The Owner shall be responsible for all costs to complete said conveyance,	OTTAWA Planning

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		including administrative fees, unless otherwise determined by the General Manager, Planning, Development and Building Services Department.	
23.	New	The Owner acknowledges and agrees to provide the property addressed 1172 Old Montreal Road with a temporary access driveway from Old Montreal Road over the Subdivision lands. The Owner shall maintain the temporary driveway throughout the period of Subdivision construction. Furthermore, the Owner shall register on title to the Subdivision a new access easement over the Subdivision lands in favour of 1172 Old Montreal Road at the time of registration of the Subdivision, and the existing registered right-of-way easement described as Instrument No. RR133366 shall be removed from title. The Owner shall submit a draft Reference Plan describing the access easement prepared in accordance with the City requirements and guidelines for referencing legal surveys for review by the City Surveyor prior to the plan being deposited.	OTTAWA Planning
24.	HR14	<p>The Owner covenants and agrees to:</p> <ul style="list-style-type: none"> a) obtain approval for a Common Elements Condominium, or other agreement as deemed appropriate, which condominium or other agreement once registered on title, will set out the obligations between the co-Owners of the common elements for the operation and maintenance of the private streets, private watermain, private hydrants and private water services, such agreement to be to the satisfaction of the City Solicitor. b) design all private watermain within the subdivision to the satisfaction of the City, and it will pay all related costs, including the cost of connection, inspection, and disinfection by City personnel. c) install the private infrastructure services in accordance with the staging schedule approved by the City. 	OTTAWA Planning Legal
25.	HR15	The Owner acknowledges that the construction of buildings may be restricted on certain lots and/or blocks until such time as road connections are made so that snow plow turning and garbage collection can be implemented.	OTTAWA Planning
		<u>Public Transit</u>	
26.	PT2	<p>The Owner shall ensure that the staging of the Subdivision, including the construction of dwellings, roadways, walkways, and paved passenger standing areas, or shelter pads, shall occur in a sequence that permits the operation of an efficient, high quality transit service at all stages of development.</p> <p>In this regard, the Owner acknowledges and agrees that the planned pedestrian crossover (PXO) shall be operational prior to first occupancy of</p>	OTTAWA Transit

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		any dwellings within the Subdivision. The temporary pedestrian path(s) of travel throughout the Subdivision to and from the PXO and the existing bus stop on Famille-Laporte Avenue at Old Montreal Road prior to first occupancy and throughout construction shall consist of a 1.5-metre wide asphalt surface and be clear, accessible, barrier free and maintained throughout the year, including winter maintenance.	
27.	PT3	The Owner shall orient dwellings and vehicular accesses in the vicinity of bus stops in such a manner as to avoid traffic conflicts and visual intrusion. Prior to the earlier of early servicing or registration, the Owner shall submit plans to Planning, Development and Building Services Department for approval indicating the orientation of all dwellings and private accesses in the vicinity of all bus stop locations.	OTTAWA Planning Transit
28.	PT4	The Owner shall inform all prospective purchasers, through a clause in all agreements of Purchase and Sale and indicate on all plans used for marketing purposes, those streets identified for potential transit services, the location of the bus stops, paved passenger standing areas, or shelters pads and shelters, any of which may be located in front of or adjacent to the purchaser's lot at any time.	OTTAWA Transit
		<u>Geotechnical</u>	
29.	GT2	<p>The Owner shall submit a geotechnical report prepared in accordance with the City's Geotechnical Investigation and Reporting Guidelines and/or Slope Stability Guidelines for Development Applications by a geotechnical engineer or geoscientist, licensed in the Province of Ontario, containing detailed information on applicable geotechnical matters and recommendations to the satisfaction of the General Manager, Planning, Development and Building Services which include, but are not limited to:</p> <ul style="list-style-type: none"> a) existing sub-surface soils, groundwater conditions; b) slope stability (including an assessment during seismic loading) and erosion protection, in addition to any building construction requirements adjacent to unstable slope; c) clearly indicate orientation of any cross-sections used in slope stability analysis and location of center of the slip circle; d) grade raise restrictions on the site and, if appropriate, the impacts this will have on the slope stability; e) design and construction of underground services to the building, including differential settlement near any buildings or structures; f) design and construction of roadway, fire routes and parking lots; g) design and construction of retaining walls and/or slope protection; h) design and construction of engineered fill; i) design and construction of building foundations; j) site dewatering; 	OTTAWA Planning

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		<p>k) design and construction of swimming pools;</p> <p>l) design and construction of park blocks for its intended uses; and</p> <p>m) in areas of sensitive marine clay soils:</p>	
30.	GT3	<p>a) The Owner agrees to any restrictions to landscaping, in particular the type and size of trees and the proximity of such trees 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> <p>b) The Owner agrees to provide the following tests, data, and information prior to registration, in order to determine the sensitivity of the clay soils and how it will impact street tree planting and potentially yard setbacks:</p> <ul style="list-style-type: none"> i. Shear Vane analysis including remolded values per ASTM D2573. ii. Atterberg Limit testing per ASTM D4318; with the following data clearly identified, Natural water content (W), Plastic Limit (PL), Plasticity Index (PI), Liquidity Index (LI), and Activity (A). iii. Shrinkage Limit testing per ASTM D4943 with Shrinkage Limit (SL). iv. A separate section within the geotechnical report on sensitive marine clay soils, which will include a signed letter and corresponding map that confirms the locations of low, medium sensitivity (generally <40% plasticity) or high sensitivity clay soils (generally >40% plasticity), as determined by the above tests and data. v. The report identifies that foundation walls are to be reinforced at least nominally, with a minimum of two upper and two lower 15M (rebar size) bars in the foundation wall. <p>c) In locations where all six conditions in the Tree Planting in Sensitive Marine Clay Soils – 2017 Guidelines cannot be met (e.g., if soils are generally >40% plasticity) the 2005 Clay Soils Policy will apply, meaning only small, low-water demand trees can be planted at a minimum separation distance of 7.5 metres from a building foundation. In these cases, the Zoning By-law will be used to ensure sufficient yard setbacks to accommodate street trees in the public right-of-way (Street 1). For example, if street trees are planted in the right-of-way at a distance of 2 metres from the lot line, then the minimum yard setback would be 5.5 metres (7.5m – 2m).</p>	OTTAWA Planning
31.	GT4	In areas of sensitive marine clay soils, the Owner agrees that, prior to registration, to prepare an information package for homeowners regarding tree planting and watering, in accordance with the supporting geotechnical	OTTAWA Forestry

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		report. This information must be approved by Forestry Services prior to circulation to homeowners.	
		<u>Pathways, Sidewalks, Walkways, Fencing, and Noise Barriers</u>	
32.	S1	The Owner acknowledges and agrees that all pathways, sidewalks, walkways, fencing, and noise barriers are to be designed and constructed in accordance with City specifications, at no cost to the City, and to the satisfaction of the General Manager, Planning, Development and Building Services Department.	OTTAWA Planning
33.	S3	<p>The Owner agrees to design and construct concrete sidewalks within public rights-of-way at the following locations:</p> <ul style="list-style-type: none"> • a 2.0-metre wide concrete sidewalk along the south side of Old Montreal Road from the intersection of the proposed private roadway to the planned Pedestrian Crossover (PXO) at Old Montreal Road at Famille-Laporte Avenue. The sidewalk shall be a component of the required roadway modification for the PXO. • A 2.0-metre wide concrete sidewalk along the west side of Street 1 from Old Montreal Road to the roundabout and continuing along the entire perimeter of the roundabout terminating at the east side of Street 1. 	OTTAWA Planning
34.	S4	<p>The Owner agrees to design and construct, fully accessible walkways and related works through the length of the public lands, as identified on the preliminary Site Plan of the Proposed Subdivision (Dwg. No. SP-1), at the following locations:</p> <ul style="list-style-type: none"> • A 3.0-metre wide asphalt Multi-Use Pathway (MUP) within Block 6 on the Draft Plan extending from the eastern limit of the Subdivision to a point in line with the proposed private parking area between Dwelling Blocks 12 and 13, as shown on the preliminary Site Plan, where it will terminate. A short accessible segment of asphalt pedestrian walkway shall extend northward from the terminus of the MUP to the curb line of the drive aisle of the private parking area for public access. A single row of armour stones shall be placed on either side of the MUP across the width of the private parking area to restrict vehicular access to the MUP. 	OTTAWA Planning
35.	New	The Owner acknowledges that the Multi-Use Pathway (MUP) to be constructed within Block 6 on the Draft Plan is intended to be extended by the City to the west limit of the Subdivision at an appropriate time in the future. The Owner further acknowledges and agrees to install armour stones across the terminus of the MUP to restrict vehicular access to the undeveloped segment of Block 6.	OTTAWA Planning

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36.	S6	<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 along the north side of the Multi-Use Pathway Block (Block 6) from the west lot line of the Park Block (Block 5) to the west limit of the Subdivision, save and except for where a pedestrian walkway access is specified.</p> <p>All chain link fencing that separates public lands and residential blocks shall have a maximum opening (the diamond shape area) of no greater than 37 mm.</p> <p>b) The Owner agrees that any vinyl-coated chain link fence required to be installed with the exception of the park block fencing shall be located a minimum of 0.15 metres inside the property line of the private property.</p>	OTTAWA Planning
37.	S7	<p>a) The Owner agrees to design and construct 1.5 metre black vinyl-coated chain link fences in accordance with the Fence By-law at the following locations:</p> <ul style="list-style-type: none"> • along the entire length of the east lot line of the Park Block (Block 5). • along the entire length of the north lot line of the Park Block. <p>All chain link fencing that separates public lands and residential blocks shall have a maximum opening (the diamond shape area) of no greater than 37 mm.</p> <p>b) The Owner agrees that any vinyl-coated chain link fence required to be installed with the exception of park block fencing shall be located a minimum of 0.15 metres inside the property line of the park. Refer to Parks Condition 63 for details.</p>	OTTAWA Planning Parks
38.	S8	<p>a) The Owner agrees to design and construct 1.8 metre wood privacy fences in accordance with the Fence By-law at the following locations:</p> <ul style="list-style-type: none"> • along the entire length of the west limit of the Subdivision extending from the widened road allowance of Old Montreal Road to the lot line of the environmental protection Block (Block 7). • along the entire length of the east lot line of Block 4 and atop the retaining wall to be installed within the Block. <p>b) The Owner agrees that any wood privacy fence required to be installed shall be located a minimum of 0.15 metres inside the property line of the private property.</p>	OTTAWA Planning

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39.	S9	The Owner acknowledges and agrees that the potential requirement for and location and size of any noise attenuation barriers shall be determined during the subsequent Site Plan Control Approval and/or Plan of Condominium Approval application processes. The Owner further acknowledges and agrees that such noise attenuation barriers are to be designed in accordance with City specifications and erected at no cost to the City.	OTTAWA Planning
40.	S10	<p>The Owner shall insert a clause in each agreement of purchase and sale and shall be registered as a notice on title in respect of all lands which fences have been constructed stating that:</p> <p>“Purchasers are advised that they must maintain all fences in good repair, including those as constructed by DCR Phoenix Harbour Old Montreal Inc. along the boundary of this land, to the satisfaction of the General Manager, Planning, Development and Building Services Department. The Purchaser agrees to include this clause in any future purchase and sale agreements”.</p>	OTTAWA Planning
		<u>Landscaping/Streetscaping</u>	
41.	LS1	<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 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. Furthermore, the landscape plan shall include augmentation tree planting consisting of appropriate varying species and sizes within the environmentally protected creek valley lands where clearings in the natural vegetation occur.</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>All the aforementioned are to the satisfaction of the General Manager, Planning, Development and Building Services Department.</p>	OTTAWA Planning Forestry
42.	LS2	The Owner agrees that along the Park Block public road frontage, the Landscape Plan shall locate trees at a 6- to 8-metre, on-centre separation distance along the full extent of the road right-of-way abutting the Park Block.	OTTAWA Planning Forestry

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		Should specific site constraints prevent the required allocation of trees throughout the Subdivision, the remaining number of required trees shall be provided within any proposed park(s), open space or environmental blocks, non-residential road right-of-way frontages, stormwater management facility(s), or other suitable alternative locations, to the satisfaction of the General Manager, Planning, Development and Building Services Department.	
43.	LS3	<p>In areas of sensitive marine clay soils where the six conditions of the Tree Planting in Sensitive Marine Clay Soils – 2017 Guidelines have been met, the following shall be provided:</p> <p>a) The landscape plan shall include a note indicating that is has been developed as per the Updated Geotechnical Investigation final report, dated 7 October 2021, and the Tree Conservation Report, dated 17 July 2023, to the satisfaction of the General Manager, Planning, Development and Building Services.</p> <p>b) At the time of tree planting, in addition to providing an F1 inspection form, the Landscape Architect will provide a signed letter indicating that trees have been planted with appropriate soil volume in accordance with the approved Landscape Plan, to the satisfaction of the General Manager, Planning, Development and Building Services.</p>	OTTAWA Planning
		<u>Tree Conservation</u>	
44.	TC1	<p>The Owner acknowledges and agrees to abide by the Tree Protection By-law, 2020-340, and that any trees to be removed from the site shall be in accordance with an approved Tree Permit.</p> <p>The Owner agrees to implement the measures recommended in the supporting tree conservation report to ensure preservation of the trees identified for protection, in accordance with the City's tree protection requirements listed within the Tree Protection By-law, 2020-340. All of which are to the satisfaction of the General Manager, Planning, Development and Building Services Department.</p>	OTTAWA Planning
45.	TC3	The Owner agrees to maintain the tree protection measures until construction is complete and/or the City has provided written permission to remove them.	OTTAWA Planning
		<u>Gateway Features</u>	
46.	GF1	The Owner acknowledges and agrees that any proposed Primary Neighbourhood Gateway Feature located on public lands at the	OTTAWA Planning

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		<p>intersection of Street 1 and Old Montreal Road shall be designed, constructed and certified by a qualified professional and shall be in accordance with the City's Design Guidelines for Development Application Gateway Features, applicable by-laws and policies.</p> <p>Prior to the earlier of registration or installation, the Owner shall deposit security to meet the on-going maintenance obligations of the Feature by the Owner for a one-year period after the construction of the Feature. The security will not be reduced or released until the expiration of the one-year period and until the time a certification by a qualified professional confirming that the Feature is constructed in accordance with the Guidelines and approved plans and is in a good state of repair is provided. During the warranty period, the Owner shall be solely responsible for the on-going upkeep and maintenance of the Gateway Feature.</p> <p>The Owner shall, prior to registration, make a financial contribution (+HST) to the "Maintenance Fund" in accordance with the City's Design Guidelines for Development Application Gateway Features.</p> <p>All of the aforementioned shall be to the satisfaction of the General Manager, Planning, Development and Building Services Department.</p>	
47.	GF2	<p>The Owner acknowledges and agrees that any proposed Secondary Neighbourhood Gateway Feature(s) located on public lands at the entrance(s) to the Subdivision along Old Montreal Road shall be temporary only and be designed, constructed and certified by a qualified professional in accordance with the City's Design Guidelines for Development Application Gateway Features, applicable by-laws and policies.</p> <p>Prior to the earlier of registration or installation, the Owner shall deposit security to guarantee on-going maintenance and removal of the Secondary Neighbourhood Gateway Feature(s).</p> <p>The Owner shall be solely responsible for the on-going upkeep and maintenance of the Secondary Neighbourhood Gateway Feature until it is removed, upon which time the security may be released.</p> <p>All of the aforementioned shall be to the satisfaction of the General Manager, Planning, Development and Building Services Department.</p>	OTTAWA Planning
		<u>Parks</u>	
48.	P1	<p>In accordance with the <i>Planning Act</i> and the City of Ottawa Parkland Dedication By-law, the Owner shall:</p>	OTTAWA Parks

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		<p>a) convey Block 5 being 0.454 ha. in size (the "Park Block") to the City for parkland purposes,</p> <p>all to the satisfaction of the General Manager, Recreation, Cultural and Facility Services Department.</p>																
49.	P2	<p>a) The Owner covenants and agrees that Block 5 will be conveyed to the City, at no cost, as dedicated parkland. The size and configuration of the Park Block on the Final Plan shall be to the satisfaction of the General Manager, Recreation, Cultural and Facility Services Department.</p> <p>b) 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:</p> <p style="padding-left: 40px;">(i) For conveyance of parkland (residential > 18 units/net ha):</p> <p style="padding-left: 80px;">one hectare per 600 net residential units but shall not exceed a maximum of 10% of the gross land area where less than or equal to five hectares,</p> <p style="padding-left: 40px;">or such other rate as agreed to in writing to the satisfaction of the General Manager, Recreation, Cultural and Facility Services Department.</p> <p>Based on the estimated number of 440 dwelling units for this subdivision, including townhouses, mid-rise and low-rise apartments, and a gross land area of 4.545 hectares, there is a parkland dedication requirement in the form of land conveyance of 0.454 hectares as demonstrated in the table below. The gross land area of the site has been calculated by excluding the area of the site constrained by hazard lands, for a gross land area of 4.545 hectares.</p> <table><tr><th>Proposed Use</th><th>Number of Net Residential Units</th><th>Gross Land Area (ha)</th><th>Parkland Dedication Rate</th><th>Parkland Dedication Requirement (ha)</th></tr><tr><td>Residential</td><td>440</td><td>4.545</td><td>1 ha. per 600 net residential units</td><td>0.733</td></tr><tr><td>Total</td><td></td><td></td><td>to a max. of 10% gross land area</td><td>0.454 ha</td></tr></table>	Proposed Use	Number of Net Residential Units	Gross Land Area (ha)	Parkland Dedication Rate	Parkland Dedication Requirement (ha)	Residential	440	4.545	1 ha. per 600 net residential units	0.733	Total			to a max. of 10% gross land area	0.454 ha	OTTAWA Parks
Proposed Use	Number of Net Residential Units	Gross Land Area (ha)	Parkland Dedication Rate	Parkland Dedication Requirement (ha)														
Residential	440	4.545	1 ha. per 600 net residential units	0.733														
Total			to a max. of 10% gross land area	0.454 ha														

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		<p>The Owner covenants and agrees that no parkland dedication has been contributed for the property known as 1172 Old Montreal Road, identified as "Land owned by others" on the Draft Plan.</p> <p>In the event there is a change in the proposed use, block area, residential product and/or number of dwelling units, and/or residential density within the Final Plan, the required parkland dedication will also be subject to change. The Owner acknowledges and agrees that any additional parkland dedication that may be due will be required to be in the form of land conveyance on the Final Plan unless otherwise agreed to, in writing, by the General Manager, Recreation, Cultural and Facility Services Department.</p> <p>The Owner covenants and agrees that if there is an over-dedication for this Draft Plan area, the City will not provide any form of reimbursement for such over-dedication.</p> <p>All of the aforementioned is to be to the satisfaction of the General Manager, Recreation, Cultural and Facility Services Department.</p>	
50.	Px	<p>The Owner shall be responsible for the construction and installation of the 'base park improvements' for the Park Block at its 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"> a) demolition, removal and disposal of all existing materials, structures and foundations; b) grading (including cut and/or fill) where necessary to bring the park block(s) to site plan grades and to provide positive surface drainage, in accordance with the approved subdivision grading plan(s); c) topsoil supply and placement, minimum of 150 mm; d) seed and/or sod #1 nursery grade or equivalent value; e) fencing to City standard; f) street trees along all public road allowances, which abut future City owned parkland; g) all necessary drainage systems including connections to municipal services as required; and h) services and utilities, as specified herein, to 2 metres inside the park block(s) property line. 	OTTAWA Parks
51.	P3	<p>The Owner acknowledges and agrees to design and construct, at no cost to the City, the Park Block in accordance with City specifications and standards.</p>	OTTAWA Parks

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		<p>The Owner further agrees to prepare and submit for approval all park plans and documents required for the development of the Park Block as noted in the Park Development Manual, 2nd version, 2017 (as amended) and as based on the approved Facility Fit Plan, or as otherwise directed by the General Manager, Recreation, Cultural and Facility Services Department. The plans and documents will detail the designs, costs, and amenities to be provided in the park. The expected cost of the design, construction, review and inspection of the park will be in accordance with the City's fee guidelines for the provision of local services, as outlined in the Park Development Local Servicing Provisions, at the time of registration 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 the aforementioned shall be to the satisfaction of the General Manager, Recreation, Cultural and Facility Services Department.</p>	
52.	P4	<p>The Owner acknowledges and agrees that all obligations associated with the Park Block must be completed to the satisfaction of the General Manager, Recreation, Cultural and Facility Services Department within two years of registration.</p> <p>In the event the park construction occurs more than two years after registration, the Owner agrees that the Park Development Budget shall be based on the rate as outlined in the Park Development Local Servicing Provisions in effect at the time of the commencement of the park construction.</p>	OTTAWA Parks
53.	P5	<p>The Owner acknowledges and agrees that no stormwater management facilities, overland storm water flow routes, and/or encumbrances of any kind, such as retaining walls, utility lines or easements of any kind shall be located on, under, or in front of, the dedicated Park Block.</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 the aforementioned shall be to the satisfaction of the General Manager, Recreation, Cultural and Facility Services Department.</p>	OTTAWA Parks

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54.	P6	The Owner acknowledges and agrees that any encumbrances that 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 the future Park Block, must be approved, in writing, by the General Manager of Recreation, Culture and Facility Services Department, and will not form part of the <i>Planning Act</i> parkland dedication requirements.	OTTAWA Parks
55.	P7	<p>The Owner agrees the Park Block must be fully developable for all park uses based on a geotechnical report. If any constraints to development of the Park Block are found, the measures necessary to mitigate the constraints and to provide a subgrade suitable for park uses will be undertaken by the Owner. The Owner is solely responsible for the costs of any necessary mitigation measures in addition to the Park Development Budget.</p> <p>All the aforementioned shall be to the satisfaction of the General Manager, Recreation, Cultural and Facility Services Department.</p>	OTTAWA Parks
56.	P8	<p>Once a Facility Fit Plan is submitted and after tree protection fencing has been installed accordingly, both as approved by the General Manager, Recreation, Cultural and Facility Services Department and the General Manager, Public Works Department (Forestry Services), the Owner may remove vegetation, trees and topsoil from the Park Block to facilitate rough grading of the area.</p> <p>If the removal (stripping) and/or stockpiling of the native topsoil from the Park Block 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. The Owner acknowledges and agrees that all work shall proceed in accordance with the applicable By-laws and regulations.</p> <p>All the aforementioned shall be to the satisfaction of the General Manager, Planning, Development and Building Services Department.</p>	OTTAWA Parks
57.	P9	<p>The Parties acknowledge and agree that in the event that the Owner designs and constructs the Park Block under the Developer-Build park process, the Owner may use the park block, outside of the protected park areas, for the stockpiling of materials or staging as needed. The Owner agrees to conduct the stockpiling of soils in accordance with the On-Site and Excess Soil Management regulation (O.Reg. 406/19), as amended.</p> <p>The Owner acknowledges and agrees that contaminated soils shall not be stockpiled on the Park Block. The Owner further acknowledges and agrees</p>	OTTAWA Parks

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		to provide to the City documentation of the source and quality of the soils temporarily stored on the Park Block.	
58.	P9	The Owner acknowledges and agrees that in the event the Owner chooses to use the Park Block for stockpiling and/or staging, once such use of the Park Block is completed, all materials will be removed from the Park Block 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. The geotechnical report shall confirm that the subgrade is suitable for its intended use and that no contaminants have been deposited on the Park Block. The geotechnical report must also indicate the level of soil compaction throughout the Park Block 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.	OTTAWA Parks
59.	P9	The Owner agrees that any remediation required to the Park Block as a result of the Owner's use of the Park Block will be at the Owner's expense and will be in addition to the park development budget and such remediation work shall be completed to the satisfaction of the General Manager, Planning, Development, and Building Services Development, and the General Manager, Recreation, Cultural, and Facility Services Department.	OTTAWA Parks
60.	P11	<p>The Owner acknowledges and agrees that it is the responsibility of the Owner to rough grade the Park Block where necessary to meet subdivision grades. If fill is required, clean earth borrow shall be used and will be compacted and leveled within the Park Block accordingly. Positive surface drainage is to be provided, as per City Standards and as per the approved subdivision grading plan, all at the expense of the Owner and outside of the park development budget.</p> <p>The Owner acknowledges and agrees that any fill imported to the Park Block must be conducted in accordance with the 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 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,</p>	OTTAWA Planning Parks

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		<p>Development and Building Services Department, prior to being placed on site.</p> <p>Records demonstrating the fill compaction method(s) and resulting compaction levels shall be provided to the City prior to park construction works proceeding. Compaction sample locations shall be distributed across the site and shall be representative of the fill Works within the Park Block.</p> <p>All work shall proceed in accordance with the applicable By-laws and regulations and according to the current (at time of work) approved City details and specifications. The cost of these works shall be in addition to the park development budget.</p> <p>All the aforementioned shall be to the satisfaction of the General Manager, Planning, Development and Building Services Department.</p>	
61.	P12	<p>The Owner acknowledges and agrees that, in the event the Owner designs and constructs the Park Block under the Developer-Build park process, it is the responsibility of the Owner to undertake the final grading of the Park Block as per the approved park working drawings / grading and drainage plan. The final grading, including topsoil spreading, will be covered by the park development budget to a maximum of 10% of the park construction cost. Additional grading beyond the maximum specified above will be at the Owner's expense, outside the park development budget.</p> <p>All works and design drawings are subject to the approval of the General Manager, Recreation, Cultural and Facility Services Department and the General Manager, Planning, Development and Building Services Department.</p>	OTTAWA Planning Parks
62.	P13	<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 the Park Block:</p> <ul style="list-style-type: none"> a) A 300mm diameter storm sewer and catch basin/maintenance hole (CB/MH) at 2m inside the park property line. b) A 50mm diameter water line complete with standpost at 2m inside the park property line. A city standard park water vault chamber, standard detail W31.1 latest version, must also be installed as part of parks water works. The park water vault will be funded from the park budget. Co-ordination of all park water works including water vault and meter installation is an Owner responsibility. c) A 120/240 volt, 200 amperes single phase hydro service at 2m inside the park property line. The Owner is responsible for making 	OTTAWA Planning Parks

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		<p>all arrangements and coordinating the connection of the new hydro (electrical) service, including costs and inspections, with the respective hydro (electricity) agencies. The Owner is also responsible to ensure the park electricity service(s) is included on the approved Composite Utility Plan drawings.</p> <p>All works shall be shown on the approved subdivision drawings and shall be subject to the approval of the General Manager, Planning, Development and Building Services Department.</p> <p>The Owner further acknowledges and agrees to provide an additional \$7,000 to the Park Development Budget in lieu of the provision of a 150mm diameter sanitary service and maintenance hole (MH) at 2 metres inside the park property line.</p>	
63.	P14	<p>Unless otherwise specified below, the Owner agrees to install fencing of uniform appearance and quality, with a minimum height of five feet (1.5 metres) along the common boundary of all residential lots and other lots which abut Park Block(s). 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 Facility Services.</p> <p>Where a retaining wall(s) abuts the Park Block, fences will be located atop the retaining wall.</p>	OTTAWA Parks
64.	P15	<p>No access from private property to passive public property will be allowed. The Owner shall place the following clause in each Agreement of Purchase and Sale and shall be registered as a notice on title in respect of all Lots and Blocks:</p> <p>“The Transferee for himself, his heirs, executors, administrators, successors and assigns acknowledges being advised that gates accessing public property are not permitted in the fences.”</p>	OTTAWA Parks
65.	P16	<p>The Owner shall include a clause in each Agreement of Purchase and Sale and shall be registered as a notice on title in respect of all Lots and Blocks which shall provide notification to all purchasers of lands within the Subdivision that parkland within the subdivision and/or already existing in the vicinity of the subdivision may have:</p> <ul style="list-style-type: none"> ▪ active hard surface and soft surface recreational facilities 	OTTAWA Parks

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		<ul style="list-style-type: none"> ▪ active lighted sports fields and other lit amenities ▪ recreation and leisure facilities ▪ potential community centre ▪ library ▪ day care ▪ other potential public buildings / facilities / amenities. 	
66.	P17	The Owner acknowledges and agrees that, if the approved park concept design contains amenities proposed by the Owner that exceed the standard park development budget, and if securities are not retained by the City for these items, the City shall not be responsible for these items in the event the City must complete the park.	OTTAWA Parks
67.	P18	The Owner acknowledges and agrees that, following registration of this agreement, the Park Block 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 Park Block and that said transfer will in no way exonerate the Owner from its responsibility to design and construct the park pursuant to the terms of this Agreement.	OTTAWA Parks
68.	P21	<p>The Owner acknowledges and agrees to erect on the Park Block, 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> <p>The Owner further agrees to maintain the signs (including graffiti removal) and such signs shall be removed only with the approval of the General Manager, Recreation, Cultural and Facility Services.</p>	OTTAWA Parks
69.	P22	Upon registration of the subdivision and transfer of ownership of the Park Block to the City, the Owner agrees to provide:	OTTAWA Parks

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		<p>a) a certificate of insurance that names the City of Ottawa as Additional Insured, and</p> <p>b) a letter of credit which covers the full amount of the Park Design and Construction Cost to ensure the Work is completed.</p> <p>Upon the City's receipt of the above, the Owner will hereby be granted consent to enter, at no cost, to complete the work within the Park Block, all to the satisfaction of the General Manager, Recreation, Culture and Facility Services Department.</p>	
70.	P23	<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 Block will be a park cost and will not be included in the park development budget. All right-of-way work including, tree planting, topsoil and sod, and all hard surface work will be at the Owner's 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, such work may be considered park work at the discretion of the General Manager, Recreation, Cultural and Facility Services.</p>	OTTAWA Parks
71.	Px	<p>The Owner acknowledges and agrees that if there is a deficiency in the quantity of street trees able to be planted within the subdivision, and the Owner and the City mutually agree, the remaining balance of street trees shall be planted within the Park Block. The Owner further agrees that the supply, installation, maintenance, and warranty of the additional park trees shall be at the Owner's expense, and that the costs shall not be a part of the park development budget, all to the satisfaction of the General Manager, Recreation, Cultural and Facilities Services and the General Manager, Public Works Department (Forestry Services).</p>	OTTAWA Parks
72.	P24	<p>The Owner acknowledges and agrees that the total consulting costs, including all prime consulting, sub-consulting and testing fees, for the design and development of the Park Block shall not exceed the percentage of the park construction cost, as recommended by type of project, as suggested in the <i>Ontario Association of Landscape Architects Fee Guide for Landscape Architectural Services</i>, current version (at time of subdivision registration) and shall be to the satisfaction of the General Manager, Recreation, Cultural and Facility Services.</p>	OTTAWA Parks
73.	Px	<p>The Owner acknowledges and agrees that in the event the Parties agree that the City will design and construct the Park Block under the City-Built park process, the Owner may not use any portion of the Park Block shown on the Draft Plan for any purpose, including but not limited to, parking, storage of equipment and vehicles, the stockpiling or staging of any</p>	OTTAWA Parks

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		<p>materials, including granular or topsoil, disposal of snow or any other material, or any access or travel routes. If the Owner disturbs any portion of the Park Block, it must be reinstated to the satisfaction of the General Manager, Recreation, Cultural and Facility Services Department.</p> <p>The Owner also agrees to complete the base park improvements, and to submit an as-built survey, prior to base course asphalt being installed on any of the roads abutting the Park Block.</p> <p>The Owner further acknowledges and agrees that the Owner shall install temporary fencing, at the Owner's cost, around the perimeter of the Park Block upon completion of the Park Block base park improvement works and shall maintain the fencing in good order.</p> <p>All the aforementioned shall be to the satisfaction of the General Manager, Recreation, Cultural & Facility Services.</p>	
		<u>Retaining Walls</u>	
74.	R1	The Owner acknowledges and agrees that all retaining walls proposed within the Subdivision lands shall be installed on private property outside of the public Right-of-Way.	OTTAWA Planning
75.	R2	The Owner acknowledges and agrees that it shall be responsible for the design and construction of all retaining walls within the subject lands at no cost to the City. Furthermore, the Owner acknowledges and agrees to provide shop drawings, prior to grading approval, for the retaining walls exceeding 1.0 metre in height, which shall be stamped and signed by a structural engineer and that all cross-sections and retaining wall design details will also be stamped and signed by both a geotechnical and structural engineer. Design details shall include, but shall not be limited to, analysis against overturning, global instability, certification from manufacturer of concrete type and mix, additives to increase resistance to road salts, and air entrainment. Both the geotechnical and structural engineer will certify that the retaining walls have been constructed in accordance with the designs approved by the City. The Owner further agrees that all analysis required shall be in accordance with the City's approved Slope Stability Guidelines for Development Applications as amended.	OTTAWA Planning
76.	R3	The Owner acknowledges and agrees to coordinate and negotiate all access and encroachment onto neighbouring lands. This includes but is not limited to such things as noise walls and retaining wall construction. It is the Owner's responsibility to address any situation through negotiated access or through any necessary grading adjustments to match existing grades without the encumbrance of the City's Right-of-Way.	OTTAWA Planning

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77.	R4	The Owner agrees that where acoustic barriers and or fences are proposed on top of retaining wall structures, the retaining walls must be designed to account for the additional loads and stresses imposed on the retaining wall by the acoustic barrier and/or fence. Design considerations should include, but are not limited to, climatic design loads such as the wind load. This will be to the satisfaction of the General Manager, Planning, Development and Building Services.	OTTAWA Planning
78.	R5	<p>The Owner acknowledges and agrees to include the following Notices to Purchaser related to retaining walls in all applicable agreements of Purchase and Sale and that there shall be a condition included in the registered Subdivision Agreement specifying the Lots and/or Blocks that contain retaining walls and to which the Notices apply:</p> <p>“The Purchaser of Lots or Blocks containing retaining walls acknowledges being advised that he/she shall be responsible in perpetuity for any repair and all related costs of maintenance and/or replacement of the retaining wall located within the limits of the said Lots or Blocks. The Purchaser further acknowledges that the retaining wall structure spans multiple private properties and due to the nature of such structure it is inherently linked along its entire length. Any Works required to part or the whole of the retaining wall structure, therefore, may affect sections located on other properties.</p> <p>“The Purchaser of Lots or Blocks containing retaining walls acknowledges being advised that he/she is responsible for ongoing inspection, maintenance repair or replacement of the retaining wall within his/her property and including all related costs.</p> <p>“The Purchaser acknowledges being advised of the specific Geotechnical recommendations made by the Geotechnical Engineer and included in the Geotechnical Report and retaining wall design drawings related to the inspection, maintenance, repair, and replacement of the retaining wall contained within his/her property.”</p>	OTTAWA Planning
		<u>Environmental Constraints</u>	
79.	EC1	The Owner shall prepare an Environmental Impact Statement, including an integrated environmental review, in accordance with the policies of the Official Plan and the Environmental Impact Study Guidelines, to the satisfaction of the General Manager, Planning, Development and Building Services Department. The Environmental Impact Statement shall include a section explaining how the Subdivision development will address the stormwater management objectives of the Greater Cardinal Creek	OTTAWA Planning RVCA

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		Subwatershed Management Plan (2014), to the satisfaction of the General Manager, Planning, Development and Building Services Department.	
80.	EC2	The Owner agrees that prior to registration, of each phase if applicable, early servicing, or other works that would alter the vegetative characteristics of the site, the Owner shall have the environmental impact statement updated as necessary to reflect the final plan as approved, and to address any changes to the anticipated impacts and recommended mitigation measures that may be required as a result of changes to the draft plan, changes in the regulatory context with respect to species at risk, or changes in the known environmental context of the site. This update shall be to the satisfaction of the General Manager, Planning, Development and Building Services Department.	OTTAWA Planning
81.	EC3	The Owner acknowledges and agrees that the construction of the subdivision shall be in accordance with the recommendations of the approved Environmental Impact Statement and Tree Conservation Report.	OTTAWA Planning RVCA
82.	EC4	The Owner agrees to abide by all appropriate regulations associated with Provincial and Federal statutes for the protection of wildlife, including migratory birds, species at risk, fish and fish habitat.	OTTAWA Planning
83.	EC5	The Owner acknowledges that the Cardinal Creek tributary is 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.	OTTAWA Planning RVCA
84.	EC6	The Owner agrees to establish a "No Touch/No Development" setback from the watercourse, described as a Block or a Part on a legal plan, to the satisfaction of the Rideau Valley Conservation Authority and the General Manager, Planning, Development and Building Services Department. The final approved plan of subdivision shall clearly show this setback, which shall also be incorporated into the Zoning By-law provisions and shall be identified in all agreements of purchase and sale for Block 3.	OTTAWA Planning RVCA
85.	EC7	The Owner shall erect protective fencing and sediment and erosion control measures along the setback perimeter of the Cardinal Creek Tributary south of the Site 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 and the General	OTTAWA Planning RVCA

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		Manager, Planning, Development and Building Services. 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.	
86.	EC8	The Owner acknowledges that any proposed works on or adjacent to the Cardinal Creek Tributary corridor will need to comply with the requirements of the Federal Fisheries Act and avoid causing the death of Fish, as well as the harmful alteration, disruption or destruction of fish habitat, unless the Department of Fisheries and Oceans (DFO) has provided authorization.	OTTAWA Planning RVCA
87.	EC9	The Owner shall complete DFO's "check if the project needs a review" (see DFO website) and provide the General Manager, Planning, Development and Building Services, and Rideau Valley Conservation Authority with a copy of the completed "check if your project needs a review", and all correspondence, as required. The Owner acknowledges that should the results of the "check if your project needs a review" indicate that impacts to fish and fish habitat or if harm, harassment, capture or take of an aquatic species at risk cannot be avoided, then the Owner must submit a request for review or apply for a Species At Risk Act (SARA) Permit, at its sole cost, to the applicable region's Fish and Fish Habitat Protection Program office. The proponent shall provide all relevant documents, plans, permits and correspondence with DFO and relevant Federal Ministries to the General Manager, Planning, Development and Building Services, and the Rideau Valley Conservation Authority.	OTTAWA Planning RVCA
88.	EC10	The Owner agrees that no in-stream works will occur within the Cardinal Creek Tributary between 15 March and 30 June of any given year.	OTTAWA Planning RVCA
89.	EC11	<p>The Owner shall convey, at no cost to the City, Block 7 comprising the Cardinal Creek Tributary corridor and the associated setback. The final configuration of the Block shall be to the satisfaction of the General Manager, Planning, Development and Building Services Department. These lands shall not be credited towards determining parkland dedication requirements.</p> <p>Access by the Owner across Block 7 to the southern landlocked parcel situated outside the limits of the Subdivision, such parcel being Part of Lot 27, Concession 1 (Old Survey), Geographic Township of Cumberland, to conduct studies and perform necessary testing as a precursor to the development of the landlocked parcel, shall not be unreasonably denied by the City.</p>	OTTAWA Planning RVCA
90.	EC12	The Owner shall prepare, to the satisfaction of the General Manager, Planning, Development and Building Services Department, an Owner	OTTAWA Planning

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		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, encroachment into the valley corridor and natural areas, and recommendations of locally appropriate native species for landscaping. The OAP shall be distributed to all purchasers with the Agreement of Purchase and Sale.	RVCA
91.	EC13	The owner acknowledges and agrees that no site alteration, grading or development is permitted within the setbacks from Cardinal Creek south tributary (i.e., limits of development), with the exception of the demolition and removal of the existing dwelling and associated structures and laneways. All excavated and demolition lands will be remediated and returned to a natural state with ecological enhancements and plantings of native trees, shrubs and plants. The Owner shall be responsible for all expenses associated with demolition, remediation and naturalization works.	OTTAWA Planning RVCA
92.	New	<p>The Owner acknowledges and agrees to remove from the Site all BTEX and PHC impacted soil and groundwater identified by the Phase Two Environmental Site Assessment (ESA), dated 5 October 2021, and collect confirmatory soil samples to demonstrate that the remaining soil concentrations satisfy the MECP Table 2 SCS. In accordance with O.Reg. 153/04, a revised Phase Two ESA containing a remediation completion report on the affected areas shall be submitted to the satisfaction of the General Manager, Planning, Development and Building Services, prior to the issuance of any building permits.</p> <p>The Owner further acknowledges to submit environmental reports prepared by a qualified professional verifying to the satisfaction of the General Manager, Planning, Development and Building Services, that the lands within the Subdivision to be conveyed to the City are suitable for the intended use, in accordance with provincial legislation and regulations. This may also include filing a Record of Site Condition by the Owner prior to transfer of ownership to the City.</p>	OTTAWA Planning
93.	New	The Owner acknowledges and agrees that a heavy-duty asphalt municipal vehicle access to the creek erosion access corridor within Block 7 on the Draft Plan from Street 1 is to be incorporated into the design of the Park Block to the satisfaction of the General Manager, Recreation, Cultural & Facility Services.	OTTAWA Planning

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94.	New	Deleted.	
95.	New	<p>The Owner acknowledges and agrees that a notice respecting retrogressive landslide risk potential shall be registered on title to Block 3, at the Owner's expense. Such notice shall be included in all agreements of purchase and sale and lease agreements to inform prospective purchasers and tenants of these matters. The notice shall include, but not be limited to, the following:</p> <p>"The Owner, or any subsequent owner of the whole or any part of the subject lands, acknowledges and agrees that all agreements of purchase and sale or lease agreements shall contain the following clause, which shall be a covenant running with the subject lands:</p> <p>"The purchaser/lessee for themselves, their heirs, executors, administrators, successors and assigns, acknowledges being advised that,</p> <ul style="list-style-type: none"> a) the site soil characteristics and geophysical conditions conducive to potential retrogressive landslide(s) were identified during the planning of the subdivision; b) a retrogressive landslide assessment was completed and reviewed by the Rideau Valley Conservation Authority; and c) as of the time of granting of subdivision approval, the City of Ottawa had yet to have approved standards, protocols nor policies in effect regarding retrogressive landslide assessment or risk tolerance; and d) the retrogressive landslide assessment accepted by the Rideau Valley Conservation Authority demonstrated that the annual probability of a retrogressive landslide was less than 1:10,000 (i.e., the risk is not zero)." 	OTTAWA Planning
		<u>Schools</u>	
96.	New	<p>The Owner acknowledges and agrees that a notice respecting school accommodation shall be registered on title to the subject lands, at the Owner's expense. The Owner further acknowledges and agrees that such notice, or the clauses as written directly below, shall be included in all agreements of purchase and sale and lease agreements to inform prospective purchasers and tenants of these matters. The notice shall include, but not be limited to, the following:</p> <p>The Owner, or any subsequent owner of the whole or any part of the subject lands, acknowledges and agrees that all agreements of purchase and sale or lease agreements shall contain the following clauses, which shall be covenants running with the subject lands:</p>	OCDSB

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		<p>“The purchaser/lessee for themselves, their heirs, executors, administrators, successors and assigns, acknowledges being advised that the Ottawa-Carleton District School Board has pupil accommodation concerns for this dwelling unit. The purchaser/lessee agrees to inform prospective purchasers or tenants in all subsequent agreements of purchase and sale and lease agreements that school accommodation pressures exist in the Ottawa-Carleton District School Board, which are currently being addressed by the utilization of portable classrooms and/or by directing students to school outside their community.”</p> <p>“The purchaser/lessee covenants with the vendor/lessor that the above clauses, verbatim, shall be included in all subsequent agreements of purchase and sale and lease agreements for the lands described herein, which covenant shall run with the said lands.”</p>	
		<u>Archaeology</u>	
97.	ARC1	<p>Where the Owner is required to undertake an archaeological assessment:</p> <ul style="list-style-type: none"> i. The Owner acknowledges having been required to retain a licensed consultant archaeologist to undertake an archaeological assessment of the entire property, including 1:10,000 scale mapping, “Archaeological Site Record” and report(s); ii. The Owner agrees to implement the recommendations of the approved assessment, including mitigation, through preservation or removal and documentation of archaeological resources; and iii. The Owner agrees that no site works shall take place until any archaeological resource conservation concerns have been addressed. <p>All of the above noted conditions shall be to the satisfaction of the Ministry of Tourism and Culture and the General Manager, Planning, Development and Building Services Department.</p>	OTTAWA Planning MTCS
		<u>Sump Pumps</u>	
98.	SP1	<p>Prior to registration or early servicing, the Owner acknowledges and agrees to provide a hydrogeological assessment of the seasonal high water table prepared and certified by a hydrogeologist who is either a Professional Geoscientist or Professional Engineer licensed in Ontario. The assessment will require a monitoring well program designed and supervised by a hydrogeologist, who will also be responsible for the overall hydrogeological assessment, all to the satisfaction of the General Manager, Planning, Development and Building Services.</p>	OTTAWA Planning

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99.	SP2	<p>The Owner acknowledges requirements for the hydrogeological assessment will be defined in the City of Ottawa Sewer Design Guidelines. The Owner acknowledges and agrees this will include but not be limited to: requirements for the identification of the pre-development high water table, anticipated post-development changes to the long-term water table (where supporting data is available in order to assess these changes), the potential for short-term groundwater concerns during transient events (e.g., spring melt, high intensity storm events), and estimated rate of groundwater ingress for both long-term and transient conditions.</p> <p>This assessment shall be used to support the setting of the underside of footing (USF) elevations for proposed residences in the affected area.</p>	OTTAWA Planning
100.	SP3	<p>The Owner acknowledges to install, if determined to be necessary, a complete sump pump system which conforms to the City of Ottawa Sewer Design Guidelines, to the satisfaction of the General Manager, Planning, Development and Building Services. The Owner acknowledges and agrees this will include but not be limited to:</p> <ul style="list-style-type: none"> a) CSA approved sump pump with check valve, b) Design for 200% anticipated flow and maximum head, c) Covered sump pit, d) Backwater valve, and e) Back up pump and power supply. 	OTTAWA Planning
101.	SP5	<p>The Owner acknowledges and agrees that in addition to the main sump pump described in Condition 100 if determined to be necessary, a back-up system will be required with minimum capacity and continuous hours of operation as will be specified in the City of Ottawa Sewer Design Guidelines.</p>	OTTAWA Planning
		<u>Stormwater Management</u>	
102.	SW1	<p>The Owner shall provide any and all stormwater reports (list of reports, for example, a Stormwater Site Management Plan in accordance with a Conceptual Stormwater Site Management Plan) that may be required by the City for approval prior to the commencement of any works in any phase of the Plan of Subdivision. Such reports shall be in accordance with any watershed or subwatershed studies, conceptual stormwater reports, City or Provincial standards, specifications and guidelines. The reports shall include, but not be limited to, the provision of erosion and sedimentation control measures, implementation or phasing requirements of interim or permanent measures, and all stormwater monitoring and testing requirements.</p>	OTTAWA Planning RVCA

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		All reports and plans shall be to the satisfaction of the General Manager, Planning, Development and Building Services Department.	
103.	SW2	<p>(a) Prior to the commencement of construction of any phase of this Subdivision (roads, utilities, any off-site work, etc.) the Owner shall:</p> <ul style="list-style-type: none"> i. have a Stormwater Management Plan and an Erosion and Sediment Control Plan prepared by a Professional Engineer in accordance with current best management practices; ii. (if appropriate) provide all digital models and modelling analysis in an acceptable format; iii. have said plans approved by the General Manager, Planning, Development and Building Services Department, and iv. provide certification through a Professional Engineer licensed in the province of Ontario that the plans have been implemented. <p>(b) All submissions and any changes made to the Plan shall be submitted to the satisfaction to the City and the Rideau Valley Conservation Authority.</p> <p>(c) The Owner shall implement an inspection and monitoring plan to maintain erosion control measures.</p>	OTTAWA Planning RVCA
104.	SW3	On completion of all stormwater works, the Owner agrees to provide certification to the General Manager, Planning, Development and Building Services Department through a Professional Engineer, licensed in the province of Ontario, that all measures have been implemented in conformity with the approved Stormwater Site Management Plan.	OTTAWA Planning
105.	SW6	The Owner agrees that the development of the Subdivision shall be undertaken in such a manner as to prevent any adverse effects, and to protect, enhance or restore any of the existing or natural environment, through the preparation of any storm water management reports, as required by the City.	OTTAWA Planning
106.	SW7	Deleted.	
107.	SW9	The Transferee, for themselves, their heirs, executors, administrators, successors and assigns covenants and agrees to insert a clause in agreements of purchase and sale for all residential Blocks on the Draft Plan that the Purchaser/Lessee is responsible to maintain conveyance of surface flow over the rear and/or side of their Block, and maintain sub-surface drainage infrastructure, all of which shall be to the satisfaction of the General Manager, Planning, Development and Building Services Department.	OTTAWA Planning

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		<u>Sanitary Services</u>	
108.	SS1	The Owner agrees to submit detailed municipal servicing plans, prepared by a Professional Civil Engineer licensed in the Province of Ontario, to the General Manager, Planning, Development and Building Services Department.	OTTAWA Planning
		<u>Water Services</u>	
109.	W1	The Owner agrees to design and construct all necessary watermains and the details of water servicing and metering for the lots abutting the watermains within the subject lands. The Owner shall pay all related costs, including the cost of connection, inspection and sterilization by City personnel, as well as the supply and installation of water meters by the City.	OTTAWA Planning
110.	W2	The Owner shall prepare, at its cost, a hydraulic network analysis of the proposed water plant within the Plan of Subdivision and as it relates to the existing infrastructure. This analysis shall be submitted for review and approval as part of the water plant design submission.	OTTAWA Planning
111.	W3	The Owner acknowledges and agrees not to permit any occupancy of buildings on the individual Lots described in Schedule "A" until the water plant has been installed, sterilized and placed in service to the satisfaction of the General Manager, Planning, Development and Building Services Department.	OTTAWA Planning
112.	W4	The Owner further acknowledges and agrees that the service post, which is the fitting located near the property line that allows access to the shutoff valve, must be visible, raised to finished grade and in working condition in order for the City to turn on the service.	OTTAWA Planning
113.	W5	The owner acknowledges and agrees to provide a Water Age Analysis prior to registration which reflects their proposed phasing and scheduling. Where required, through this analysis or through testing, the Owner acknowledges and agrees that flushing infrastructure will be installed at no cost to the City, and that the Owner will be responsible for all costs associated with the consumption and disposal of water, as required, to ensure that adequate chlorine residual is maintained throughout the water system, all to the satisfaction of the General Manager, Infrastructure and Water Services.	OTTAWA Planning
114.	W6	The Owner acknowledges and agrees not to apply for, nor shall the City issue, building permits for more than 50 dwelling units (or the equivalent) where the watermain for such units is not looped. Any unit serviced by a looped watermain that is not looped shall be required to have sufficient fire	OTTAWA Planning

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		protection, to the satisfaction of the General Manager, Planning, Development and Building Services Department.	
		<u>Serviced Lands</u>	
115.	SL1	<p>The Owner shall be responsible for the provisions of the following works, including oversizing and over depth (where appropriate), at its cost, in accordance with plans approved by the General Manager, Planning, Development and Building Services Department, and/or the Province:</p> <ul style="list-style-type: none"> a) Watermains; b) Sanitary Sewers; b) Storm Sewers; c) Roads and traffic plant(s); d) Street Lights; e) Sidewalks; f) Landscaping; g) Street name, municipal numbering, and traffic signs; h) Stormwater management facilities; and i) Grade Control and Drainage. 	OTTAWA Planning
116.	SL2	The Owner shall not commence construction of any Works or cause or permit the commencement of any Works until the City issues a Commence Work Notification, and only then in accordance with the conditions contained therein.	OTTAWA Planning
117.	SL4	The Owner shall not be entitled to a building permit, early servicing, or commencement of work construction until they can demonstrate that there is adequate road, sanitary, storm, and watermain capacity and any Environmental Compliance Approvals (ECA) necessary are approved. All are to the satisfaction of the General Manager, Planning, Development and Building Services Department.	OTTAWA Planning

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		<u>Services to 1172 Old Montreal Road</u>	
118.	New	<p>The Owner acknowledges and agrees to contact the owner of the residential property addressed 1172 Old Montreal Road to make best efforts to reach agreement to extend and connect urban services to the dwelling. The provision of such services shall be to the satisfaction of the Chief Building Official.</p> <p>Should such mutual agreement mentioned above be reached, the Owner further acknowledges and agrees to abandon (fully decommission) the well on the said property in accordance with Ontario Regulation 903 – Wells (Ontario Water Resources Act), and the existing septic system, prior to registration of the Subdivision. The decommissioning of the septic system shall be confirmed by a qualified engineer upon completion of the works and be to the satisfaction of the Chief Building official and the General Manager, Planning, Development and Building Services.</p>	OTTAWA Planning
		<u>Unserviced Lands</u>	
119.	UL4	The Owner acknowledges and agrees that the final lot grading inspection must be completed by the City and approval obtained prior to sod or grass seed being placed in accordance with approved plans. The Owner further acknowledges and agrees that the installation of lot grading survey stakes is required prior to the City completing the final lot grading inspection.	OTTAWA Planning
120.	New	<p>The Owner acknowledges and agrees to submit to the City a hydrogeological risk brief completed and reviewed by a qualified hydrogeologist. The Owner agrees that the brief shall assess the risk to the groundwater on lands adjacent to the Subdivision that may result from the migration of contaminated materials and from the lowering of the groundwater. The brief shall identify location of wells potentially impacted by the proposed development and propose water quality parameters to be tested. The hydrogeological risk brief shall be to the satisfaction of the General Manager, Planning, Development and Building Services.</p> <p>The Owner further acknowledges and agrees to sample and test the wells identified in the hydrogeological risk brief prior to commence work.</p> <p>The Owner shall provide a temporary water supply within twelve (12) hours of a complaint from an owner of a residence identified in the hydrogeological risk brief. The Owner shall retain a hydrogeologist to investigate the cause of the problem and shall submit a report within fifteen (15) working days of a complaint to the City for review. Should the General Manager, Planning, Development and Building Services, determine that the cause of the problem is the Subdivision, the Owner shall provide the</p>	OTTAWA Planning

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		<p>residence with a permanent water supply in a timely manner and with equivalent or better quality and quantity, consisting of either:</p> <ul style="list-style-type: none"> (a) a new well, complete with a pump, pipe and all appurtenances required to provide potable water to the house, including the abandonment of the existing well; or (b) if possible, connection to municipal water, including all associated cost to bring the service to the house, including the abandonment of the existing well. <p>The temporary water supply shall remain in place until the permanent water supply has been provided or the City has determined that the Owner is not responsible.</p>	
		<u>Utilities</u>	
121.	U1	<p>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).</p>	OTTAWA Planning
122.	U2	<p>The Owner agrees, prior to registration or early servicing, whichever is earlier, to provide a composite utility plan for the subdivision. Such plan shall be to the satisfaction of the General Manager, Planning, Development and Building Services Department.</p>	OTTAWA Planning
123.	H10	<p>The Owner acknowledges and agrees that prior to commencing Works identified within the Draft Plan, it shall confirm the proposed development is sufficiently serviced by all necessary utilities. The Owner further agrees to comply with all relevant and existing utility Conditions of Service, construction processes and guidelines. The Owner further agrees it shall be responsible for engaging the providers of any necessary utilities to determine servicing for the proposed development and that it shall be responsible for all costs relating to the relocation, placement and/or upgrade of existing or future utility infrastructure for the proposed development. The Owner shall be required to demonstrate to the satisfaction of the General Manager, Planning, Development and Building</p>	OTTAWA Planning HONI Enbridge Bell Canada

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		<p>Services that sufficient utility servicing and infrastructure exist to service the proposed development and that communication / telecommunication infrastructure facilities are available, at a minimum, for the delivery of emergency management services.</p> <p>The Owner acknowledges and agrees to convey, at its cost, any easements as may be required by the necessary utilities and agrees to abide by all conditions of the City's inhibiting order. The Owner further acknowledges and agrees that such easements shall not be granted on any lands being conveyed to the City, or those proposed to be conveyed to the City, without City's approval.</p> <p>Should any lands owned or proposed to be owned by the City be encumbered as a result of these conditions, the Owner shall bear the sole responsibility and costs associated with correcting such actions, including but not limited to the conveyance of additional lands, the relocation of any such easements or infrastructure as may be deemed appropriate by the General Manager, Planning, Development and Building Services.</p>	
124.	New	The Owner shall consult Hydro One to discuss electrical servicing for the subdivision prior to commencing engineering designs.	HONI
125.	New	The Owner shall convey, at its cost, all required easements as determined by Hydro One.	HONI
126.	New	The Owner acknowledges and agrees that it shall be responsible for any damage to Hydro One distribution assets.	HONI
127.	New	The Owner shall be responsible for all costs for feasible relocations, protection or encasement of any existing Hydro One plant.	HONI
128.	New	The Owner acknowledges and agrees that it shall be responsible for all costs of any relocations or revisions to HONI facilities that are necessary to accommodate the subdivision.	HONI
129.	New	The Owner acknowledges and agrees to grant to Bell Canada any easements that may be required, which may include a blanket easement, for communication/telecommunication infrastructure. In the event of any conflict with existing Bell Canada facilities or easements, the Owner shall be responsible for the relocation of such facilities or easements.	Bell Canada
		<u>Fire Services</u>	

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130.	FUS1	The Owner acknowledges and agrees that if two-hour firewalls, active fire protection measures such as sprinkler systems, and/or minimum building separations are required to comply with the FUS calculation as per the City Design Guidelines for water distribution systems, the Owner shall note any such requirements on the grading plan. The Owner shall, prior to registration, provide certified plans demonstrating the locations of such oversized services and/or oversized plumbing to compensate for low peak hour pressures in the local water distribution system. All are to the satisfaction of the General Manager of Planning, Development and Building Services Department.	OTTAWA Planning
131.	FUS2	The Owner acknowledges and agrees that measures which include, but are not limited to, active fire protection measures such as sprinkler systems, two-hour firewalls that compartmentalize the structure into separate fire areas, and oversized services and/or oversized plumbing shall require the posting of securities to guarantee their installation, prior to registration. The securities will be released upon receiving a letter signed and sealed by a Professional Engineer licensed in the Province of Ontario certifying that construction was carried out in accordance with the approved drawing(s)/plan(s). All are to the satisfaction of the General Manager of Planning, Development and Building Services Department.	OTTAWA Planning
132.	FUS3	The Owner shall insert a clause in each agreement of purchase and sale and shall be registered as a notice on title in respect of all Lots and Blocks wherein the dwelling contains, or intends to contain, a sprinkler system as follows: "Purchasers are advised that they must maintain the sprinkler system in working order to the satisfaction of the City's Fire Department. The Purchaser agrees to include this clause in any future purchase and sale agreements."	OTTAWA Planning
133.	FUS4	The Owner acknowledges and agrees that it shall, in the case of insufficient fire flow availability or excessive water age and loss of water disinfectant residual, provide active fire protection options such as sprinkler systems, two-hour firewalls or fire breaks that compartmentalize the structures into separate fire areas, as may be required, to limit the sizing of crescent, dead-end, and other distribution mains to a nominal size of no more than 200mm. All are to be determined by and to the satisfaction of the General Manager of Planning, Development and Building Services Department.	OTTAWA Planning
		<u>Noise Attenuation</u>	
134.	N1	The Owner shall have a Noise Study undertaken related to noise assessment and land use planning with respect to noises generated by	OTTAWA Planning

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		<p>moving and stationary sources prepared by a Professional Engineer, licensed in the province of Ontario to the satisfaction and approval of the General Manager, Planning, Development and Building Services Department. The Study shall comply with:</p> <ul style="list-style-type: none"> i. the City of Ottawa's Environmental Noise Control Guidelines, as amended; and ii. address, and be in accordance with, the current version of the Association of Professional Engineers of Ontario Guidelines for Professional Engineers providing Acoustical Engineering Services in Land Use Planning. <p>The study shall provide all specific details on the methods and measures required to attenuate any noise that exceeds the allowable noise limits in locations as determined by the recommendations of the Noise Assessment Study.</p>	
135.	N2	Where structural mitigation measures are required as a result of the Noise Assessment Study, the Owner shall provide, prior to final building inspection, certification to the General Manager, Planning, Development and Building Services Department, through a Professional Engineer, that the noise control measures have been implemented in accordance with the approved study.	OTTAWA Planning
136.	N4	The Owner agrees that all purchase and sale agreements for the whole or any part of the lot/block on the Plan of Subdivision shall contain the following clauses that shall be registered as a notice on title in respect of all Lots and Blocks:	OTTAWA Planning Legal
		<p>Warning Clause Type A:</p> <p>"Transferees are advised that sound levels due to increasing road 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."</p>	
		<p>Warning Clause Type B:</p> <p>"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 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."</p>	
		<p>Warning Clause Type C:</p> <p>"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</p>	

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		and exterior doors to remain closed, thereby ensuring that the indoor sound levels are within the City's and the Ministry of the Environment's noise criteria. (Note: The location and installation of the outdoor air conditioning device should comply with the noise criteria of MOE Publication NPC-216, Residential Air Conditioning Devices, dated 1993, and the Environmental Noise Guidelines for Installation of Residential Air Conditioning Devices, dated September 1994, and thus minimize the noise impacts both on and in the immediate vicinity of the subject property.)"	
		Warning Clause Type D: "This dwelling unit has been supplied with a central air conditioning system which will allow windows and exterior doors to remain closed, thereby ensuring that the indoor sound levels are within the City's and the Ministry of the Environment's noise criteria."	
		The Owner acknowledges and agrees that the application of the above-noted warning clauses, if deemed necessary, and the specific dwelling units to which they are to apply shall be determined during the subsequent Site Plan Control Approval and/or Plan of Condominium Approval application processes.	
		<u>Land Transfers</u>	
137.	LT1	<p>The Owner shall convey, at no cost to the City, all lands required for public purposes, including but not limited to, reserves, road widenings, daylighting triangles, walkway blocks, open space blocks, and lands required for parks (or cash-in-lieu thereof) and for stormwater management. In particular, the Owner agrees to convey the following lands:</p> <ul style="list-style-type: none"> i. Pathway, Walkway or Servicing Blocks – Block 6 ii. Open Space Blocks – Nil. iii. Watercourses (buffer strips/riparian corridors) – Block 7 iv. Park Blocks – Block 5 v. Storm Water Management Blocks – Nil. vi. Road Widening Blocks – Block 1 vii. 0.3 m Reserve Blocks – Nil. viii. Daylighting Triangles – Nil. ix. Transit Corridors – Nil. x. Wetlands – Nil. 	OTTAWA Planning Legal
138.	LT2	The Owner agrees to convey, at no cost to the City, any easements that may be required for the provision of water and wastewater systems, in addition to underground or overland stormwater drainage systems.	OTTAWA Planning Legal

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		<u>Vibration Monitoring</u>	
139.	New	The Owner acknowledges and agrees that prior to commencing site alteration or construction that vibration monitoring shall be undertaken by a Professional Engineer licensed in the province of Ontario. Vibration levels shall not exceed those determined by the City and Province to cause damage to adjacent buildings and structures. The Owner may consider offering pre-construction surveys to adjacent/abutting properties, to validate damage claims or indemnify and save harmless. The Owner agrees to maintain vibration monitoring records during construction, which shall be made available to the General Manager, Planning, Development and Building Services Department upon request. The Owner agrees and acknowledges that the City shall be indemnified from any damage claims resulting from construction activities.	OTTAWA Planning
		<u>Development Charges By-law</u>	
140.	DC1	Deleted.	
141.	DC2	The Owner shall inform the purchaser after registration of each lot or block of the development charges that have been paid or which are still applicable to the lot or block. The applicable development charges shall be as stated as of the time of the conveyance of the relevant lot or block and the statement shall be provided at the time of the conveyance. The statement of the Owner of the applicable development charges shall also contain the statement that the development charges are subject to changes in accordance with the <i>Development Charges Act, 1997</i> and the <i>Education Development Charges Act</i> .	OTTAWA Planning Legal
142.	DC4	<p>The Owner acknowledges that for building permits issued after January 15, 2010, payment of non-residential development charges, excluding development charges for institutional developments, may be calculated in two installments at the option of the Owner, such option to be exercised by the Owner at the time of the application for the building permit. The non-discounted portion of the development charge shall be paid at the time of issuance of the building permit and the discounted portion of the development charge shall be payable a maximum of two years from the date of issuance of the initial building permit subject to the following conditions:</p> <ul style="list-style-type: none"> a) a written acknowledgement from the Owner of the obligation to pay the discounted portion of the development charges; b) no reduction in the Letter of Credit below the amount of the outstanding discounted development charges; and c) indexing of the development charges in accordance with the provisions of the Development Charges By-law. 	OTTAWA Planning Legal

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		<p>The Owner further acknowledges that Council may terminate the eligibility for this two-stage payment at any time without notice, including for the lands subject to this agreement and including for a building permit for which an application has been filed but not yet issued.</p> <p>For the purposes of this provision, “discounted portion” means the costs of eligible services, except fire, police and engineered services that are subject to 90% cost recovery of growth-related net capital costs for purposes of funding from development charges. The 10% discounted portion, for applicable services, must be financed from non-development charge revenue sources.</p> <p>“Non-discounted portion” means the costs of eligible services, fire, police and engineered services, that are subject to 100% cost recovery of growth-related net capital costs for purposes of funding from development charges.</p>	
		<u>Survey Requirements</u>	
143.	Surv1	The Owner shall provide the final plan intended for registration in a digital format that is compatible with the City’s computerized system.	OTTAWA Planning
144.	Surv2	The Plan of Subdivision shall be referenced to the Horizontal Control Network in accordance with the City requirements and guidelines for referencing legal surveys.	OTTAWA Surveys
145.	Surv3	The distance from the travelled Centreline of all existing adjacent roads to the subdivision boundary should be set out in the Plan of Subdivision.	OTTAWA Surveys
		<u>Closing Conditions</u>	
146.	C1	The City Subdivision Agreement shall state that the conditions run with the land and are binding on the Owner’s, heirs, successors and assigns.	OTTAWA Legal
147.	C2	At any time prior to final approval of this plan for registration, the City may, in accordance with Section 51 (44) of the <i>Planning Act</i> , amend, delete or add to the conditions and this may include the need for amended or new studies.	OTTAWA Legal
148.	C3	The Owner shall pay any outstanding taxes owing to the City of Ottawa prior to registration.	OTTAWA Planning Revenue
149.	C4	Prior to registration of the Plan of Subdivision, the City is to be satisfied that Conditions 1 to 148 have been fulfilled.	OTTAWA Planning

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150.	C5	The Owner covenants and agrees that should damage be caused to any of the Works in this Subdivision by any action or lack of any action whatsoever on its part, the General Manager, Planning, Development and Building Services Department, may serve notice to the Owner to have the damage repaired and if such notification is without effect for a period of two full days after such notice, the General Manager, Planning, Development and Building Services Department, may cause the damage to be repaired and shall recover the costs of the repair plus the Management Fee under Section 427, of the <i>Municipal Act, 2001</i> , like manner as municipal taxes.	OTTAWA Planning
151.	C6	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.	OTTAWA Planning

ⁱ For Clearing Agencies:

“Planning” refers to Planning Services.

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

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

“Legal” refers to Legal Services.

“Parks” refers to Parks and Facilities Planning Services.

“BCS” refers to Building Code Services.

“Transit” refers to Transit Planning.

“Transpo Plg” refers to Transportation Planning.

“Forestry” refers to Forest Management.

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

“Revenue” refers to Revenue Services.

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