

Ontario Land Tribunal
Tribunal ontarien de l'aménagement
du territoire



ISSUE DATE: March 23, 2026

CASE NO(S).: OLT-25-000193

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

Applicant and Appellant: 6980848 Canada Corporation
Subject: Application to amend the Zoning By-law – Refusal or neglect to make a decision
Description: To permit a zoning by-law amendment to the subject lands to facilitate the development of 71 residential lots.
Reference Number: D02-02-24-0052
Property Address: 1600 Stagecoach Road
Municipality/UT: Ottawa
OLT Case No.: OLT-25-000193
OLT Lead Case No.: OLT-25-000193
OLT Case Name: 6980848 Canada Corporation v. Ottawa (City)

PROCEEDING COMMENCED UNDER subsection 51(39) of the *Planning Act*, R.S.O. 1990, c. P.13, as amended

Applicant and Appellant: 6980848 Canada Corporation
Subject: Proposed Plan of Subdivision - Refusal by Approval Authority
Description: To permit a plan of subdivision consisting of 71 residential lots.
Reference Number: D07-16-24-0001
Property Address: 1600 Stagecoach Road
Municipality/UT: Ottawa
OLT Case No.: OLT-24-000746
OLT Lead Case No.: OLT-25-000193
OLT Case Name: 6980848 Canada Corporation v. Ottawa (City)

Heard: March 12, 2026 by Video Hearing

APPEARANCES:**Parties**

6980848 Canada Corporation

City of Ottawa

CounselKyle Gossen
Grace O'Brien

Timothy Marc

DECISION DELIVERED BY F. LAVOIE AND ORDER OF THE TRIBUNAL

[Link to Order](#)**INTRODUCTION**

[1] This Decision and Order arises from a Merit Hearing converted to a settlement hearing, regarding appeals filed by 6980848 Canada Corporation (“Appellant”) pursuant to subsections 34(11) and 51(39) of the *Planning Act*, RSO 1990, c. P.13, regarding the City of Ottawa’s (“City”) refusal of the Appellant’s Zoning By-law Amendment (“ZBA”) and Draft Plan of Subdivision (“DPS”) applications. The settlement seeks to permit the development of 69 residential lots on the property municipally known as 1600 Stagecoach Road (“Subject Property”).

PROCEDURAL HISTORY

[2] The appeals’ procedural history is detailed in two previous decisions of this Tribunal, by panels differently constituted. On October 23, 2024, the Tribunal ruled Official Plan Amendment 5 (“OPA 5”) was in force and effect.¹ Among other things, OPA

¹ 6980848 Canada Corporation v Ottawa (City), 2024 CanLII 106134 (ON LT).

5 designated the Subject Property as “Village” in the City Official Plan (“OP”) and “Village Residential” in the Greely Secondary Plan (“SP”). A week later, City Council adopted Official Plan Amendment 35 (“OPA 35”), removing the Subject Property from the Village of Greely, which the Appellant appealed. The City brought a motion to consolidate the OPA 35 appeal with the ZBA and DPS appeals. The Tribunal refused the City’s motion and ordered the OPA 35 appeal in abeyance until the Tribunal’s disposition of the DPS appeal.² The DPS and ZBA appeals were later consolidated by the Tribunal.

THE SUBJECT PROPERTY AND SURROUNDINGS

[3] The Subject Property is currently vacant and located in the Village of Greely, in the Rural Transect of the City of Ottawa. The Village of Greely is characterized by rural residential subdivisions with large lot sizes and private services.

[4] The Subject Property has approximately 198 metres of frontage along Stagecoach Road to the east, and approximately 50 metres of total frontage along Cedarlakes Way to the north. Immediately north of the Subject Property are the first two phases of the subdivision, known as Cedar Lakes. East and west of the Subject Property are other rural residential subdivisions. South of the Subject Property are generally rural vacant lands and forested areas. The lands east, west, and south of the Subject Property are outside of the Village boundary. The Subject Property and its surrounding area are illustrated below in Figure 1.

² 6980848 *Canada Corporation v Ottawa (City)*, 2025 CanLII 50819 (ON LT).

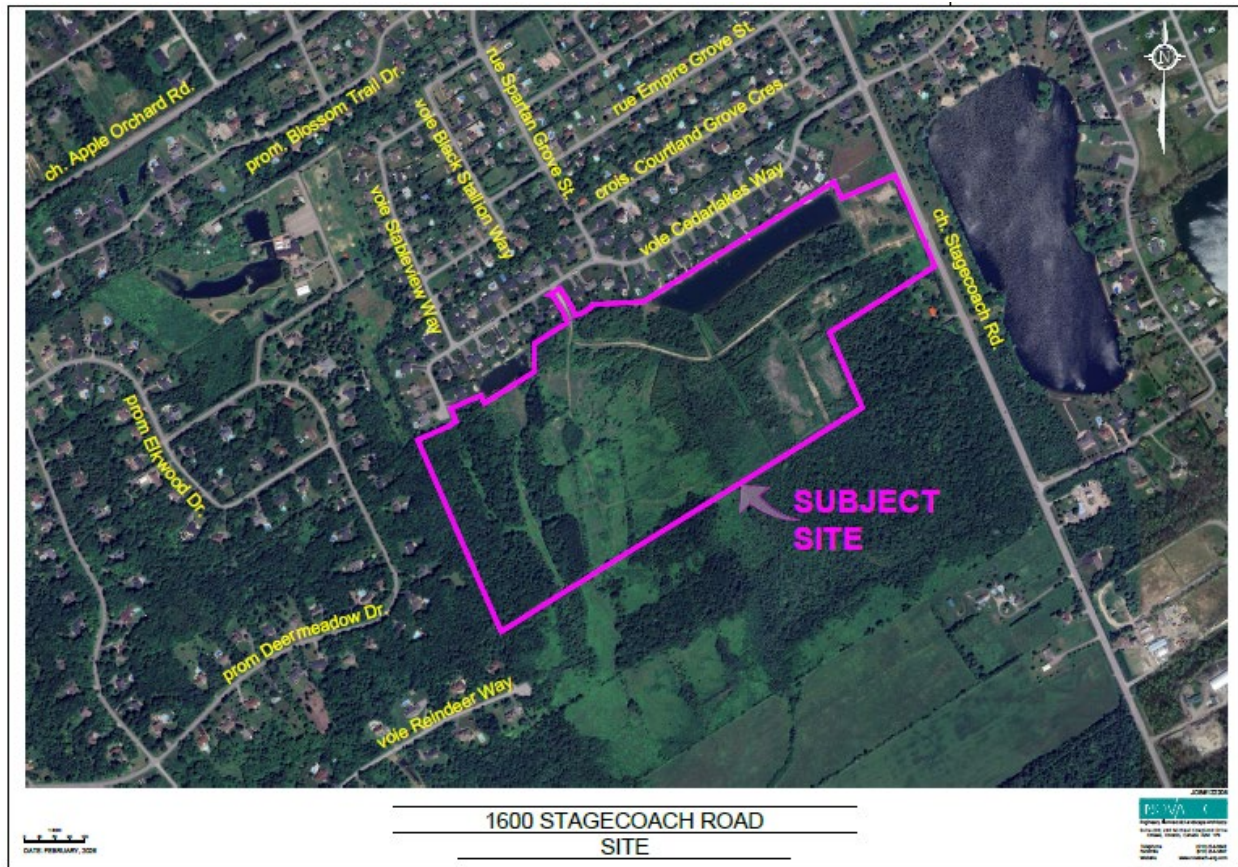


Figure 1: Subject Property Aerial Map (p.9 of exhibit 5, Appellant's Visual Evidence)

THE SETTLEMENT

[5] The Appellant and the City advised the Tribunal of their proposed settlement on March 6, 2026, which they seek to have approved by the Tribunal. The settlement resulted in:

- a. A slight reduction of proposed lots from 71 to 69;
- b. The addition of condition 93 regarding an updated Hydrogeological Investigation & Terrain Analysis;
- c. The revision of condition 119 regarding infiltration based low impact development ("LID") controls as well as a *Drainage Act* petition; and

- d. The City's agreement to repeal OPA 35.

PARTICIPANT STATUS REQUESTS

[6] The Tribunal received Participant Status Requests from Lucie Pyper, William MacNaull, and Roger Shier before the settlement hearing, to which the Appellant and City advised they did not object. The Tribunal granted the three Participant Status Requests and proceeded to conduct the settlement hearing. While the Participants have varied concerns, drainage and traffic concerns feature as common themes across their statements.

THE SETTLEMENT HEARING

[7] The Appellant presented the evidence of their land use planner, Ryan Poulton. The Tribunal qualified Mr. Poulton to provide expert opinion evidence in land use planning.

[8] Mr. Poulton opined the Proposed Development has regard for the s. 51(24) *Planning Act*, which reveal the DPS criteria as follows:

- a. Has regard for matters of provincial interest in s. 2 of the *Planning Act*, particularly paragraphs a), d), e), f), h), j), n), o), p), and r). The City and Appellant have agreed to address any remaining environmental comments to be addressed through detailed design, and the City is satisfied with the Transportation Impact Assessment Strategy;
- b. The Proposed Development is not premature and is in the public interest, being a logical extension of the abutting residential land uses with four proposed roadway connections providing access to the subdivision;
- c. The Proposed Development conforms to the OP, detailed further below;

- d. The Subject Property is suitable for the purpose of 69 residential lots;
- e. The Proposed Development provides adequate connections through four roadway connections, connected to Stagecoach Road, Cedarlakes Way, and two new north-south roads which will end in cul-de-sacs both in the southern portion of the Subject Property;
- f. The dimensions of the proposed lots include a minimum lot area of 4000 square metres, meeting the minimum size required for the Village Residential Designation of the Secondary Plan, and a minimum lot width of 30 metres;
- g. The DPS application is supported by a ZBA application which will ensure that adequate setbacks are provided, and the subdivision is proposed to be rezoned V1E and OS, with site specific provisions;
- h. No anticipated impacts on natural heritage features by the proposed subdivision provided the recommendations of the Environmental Impact Study and Tree Conservation Report are implemented;
- i. A water budget analysis concluded that the use of Low Impact Development measures would result in no increase in total runoff discharged from the Subject Property;
- j. The proximity of four schools within the Village and surrounding rural area is adequate;
- k. Blocks 78 along Stagecoach Road, and Blocks 73, 74 along the southern boundary of the Subject Property are proposed to be provided as a park and trails, respectively.
- l. The development of each residential property will not be subject to site plan control.

[9] Mr. Poulton testified the Proposed Development is consistent with the Provincial Planning Statement 2024 (“PPS”). Notably, the Proposed Development is consistent

with Policy 2.3.1.1 by directing growth and development in a settlement area, Policy 2.3.1.2 through an efficient use of land resources to support a land use pattern desirable in the Village of Greely, and Policy 2.5.1 by adding new housing in vacant lands in keeping with the rural character of the area. Regarding stormwater management, Mr. Poulton relied on the reports and witness statements of Jonathon Burnett, Senior Water Resources Engineer at JFSA Canada Inc., and Dan Payer, President, Senior Design and Construction Engineer at Ark Engineering and Development, to opine that the proposed development is consistent with Policy 3.6.8, as peak flows leaving the Subject Property are maintained or decreased for all storm events.

[10] Mr. Poulton's opinion was that the proposed development conforms with the City's OP and SP. Indeed, Policy 3.4 of the OP focuses rural growth in Villages and Policy 5.5.1 requires development in rural transect areas to be low-rise, as proposed. With respect to the SP, the proposed development will be serviced by private wells and septic, is supported by hydrogeological and terrain analysis, will have cul-de-sacs for future connections were the village boundary to expand, and meets the 0.4 hectares required minimum lot area, conforming with Policies 2.1.1, 2.1.3, 2.1.8, 3.2.12 respectively.

[11] Mr. Poulton advised that all Draft Plan Conditions have been resolved, and that in his opinion, the conditions are reasonable and have regard to the nature of the Proposed Development.

[12] Lastly, Mr. Poulton testified as to the concerns raised in the three Participant Statements. He said he was satisfied with the water quality, water quantity, and drainage concerns have been addressed by the Hydrogeological Investigation and Terrain Analysis. Regarding the proposed road connection to Deermeadow Drive to the west of the Subject Property, he said his planning opinion did not change whether that connection was provided or not, but that it would be good practice to improve

connectivity for both subdivisions. He further testified that the Appellant and City have agreed to engaging in discussions to attempt to address issues with downstream landowners.

[13] The Tribunal accepts Mr. Poulton's uncontroverted evidence. The Tribunal finds the DPS has regard for matters of provincial interest under section 2 of the *Planning Act* and the s. 51(24) criteria. The DPS and ZBA are consistent with the PPS, conform with the City OP and SP, and overall represent good planning in the public interest.

ORDER

[14] **THE TRIBUNAL ORDERS THAT:**

- a. the Zoning By-Law appeal is allowed in part and the Zoning By-Law for 1600 Stagecoach Road in the City of Ottawa is hereby amended as set out in **Attachment 1** to this Order. The Tribunal authorizes the municipal clerk of the City of Ottawa to assign a number to this by-law for record keeping purposes;
- b. the Draft Plan of Subdivision appeal is allowed and the draft plan shown on the plan prepared by J.D. Barnes Limited last revised February 2, 2026, comprising Part of Lot 8 Concession 3 (Geographic Township of Osgoode) and Blocks 42, 44, 45, 51, 52 and 57 Registered Plan 4M-1479 and Blocks 21 and 23 Registered Plan 4M-1555 and Block 59 Registered Plan 4M-833, set out in **Attachment 2** to this Order, is approved subject to the fulfillment of the conditions set out in **Attachment 3** to this Order; and
- c. pursuant to subsection 51(56.1) of the *Planning Act*, the City of Ottawa shall have the authority to clear the conditions of draft plan approval and to administer final approval of the plan of subdivision for the purposes of subsection 51(58) of the *Act*.

[15] The Tribunal may be spoken to if there are any difficulties implementing this Decision and Order, including the implementation of the conditions of Draft Plan of Subdivision approval.

"F. Lavoie"

F. LAVOIE
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 1

BY-LAW NO. 2026 -

A by-law of the City of Ottawa to amend By-law No. 2008-250 to change the zoning of lands known municipally as 1600 and 1618 Stagecoach 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 RU to V1E[968r];
- b) Area B from RU to O1;
- b) Area C from DR1 to V1E[968r]; and
- d) Area D from V1E[617r] to V1E[968r].

2. Section 240 – Rural Exceptions of the said By-law No. 2008-250 is amended by adding the following exception:

I Exception Number	II Applicable Zone	Exception Provisions		
		III Additional Land Uses Permitted	IV Land Uses Prohibited	V Provisions
968r	V1E[968r]			<ul style="list-style-type: none"> - Minimum lot area: 4000m². - Minimum interior side yard setback: 1.5m for one side and 3.5m on the other side. - Minimum corner side yard setback: 7.5m. - Minimum rear yard setback: 10.5m. - Despite Subsection 69(2), except for flood or erosion control works, a public bridge, or a marine facility, no building or structure, including any part of a sewage system, that does not require plan of subdivision approval or site plan control approval, shall be located closer

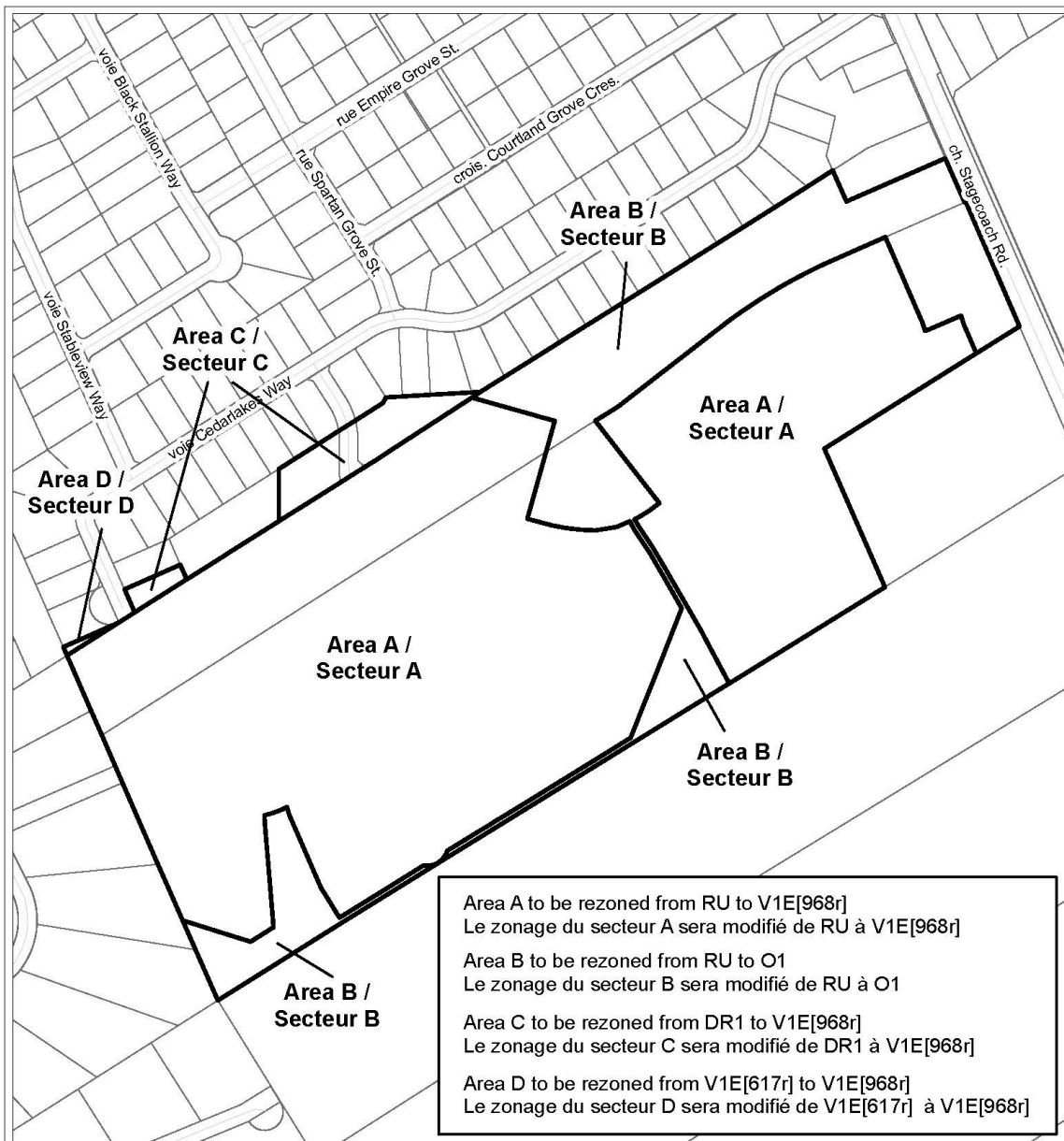
2




				than 15m to the top of the bank of any watercourse or waterbody.
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ENACTED AND PASSED this xxth day of [Month], [Year].

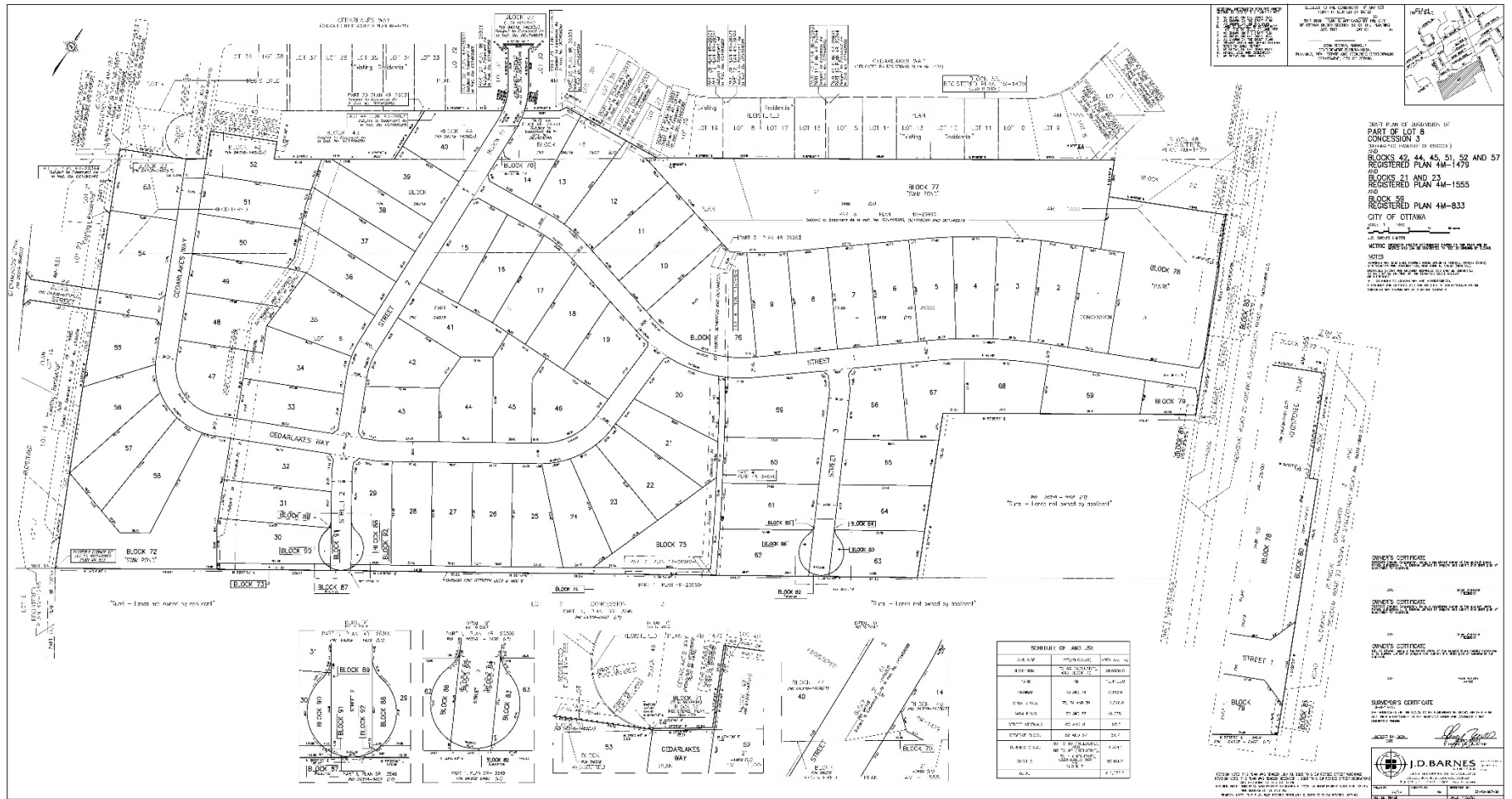
DEPUTY CITY CLERK

MAYOR



		LOCATION MAP / PLAN DE LOCALISATION ZONING KEY PLAN / SCHÉMA DE ZONAGE	
D02-02-24-0052	25-1570-X	 1600, 1618 chemin Stagecoach Road	
I:\CO\2025\ZKP\Stagecoach_1600_1618			
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REVISION / RÉVISION - 2026 / 02 / 11			

ATTACHMENT 2



ATTACHMENT 3

File: D07-16-24-0001

**MENU OF CONDITIONS
FOR DRAFT APPROVAL
6980848 CANADA CORPORATION
1600 AND 1618 Stagecoach Road**

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

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The City of Ottawa's conditions applying to the draft approval of 6980848 Canada Corporation's, 1600 and 1618 Stagecoach Road Subdivision (File No. D07-16-24-0001), are as follows:

1.		<p>This approval applies to the draft plan certified by George Zervos, Ontario Land Surveyor, dated February 3, 2026 showing 69 Residential Lots, 5-4 streets, 1 park block, 2 30cm reserves, 2 watercourse blocks, 3 pond/stormwater management blocks, 4 private open space and-pathway blocks, 9 blocks for turning circles and 2 road widening blocks.</p> <p>This approval applies to the reviewed conceptual plans and reports submitted to support the draft plan as follows:</p> <ol style="list-style-type: none"> 1) Conceptual Serviceability Brief, prepared by ARK Engineering and Development, dated March 2025 2) Phase 1 Environmental Site Assessment, prepared by Paterson Group, dated July 16, 2025. 3) Environmental Impact Statement, prepared by BCH Environmental, July 21, 2025. 4) Hydrogeological Investigation and Terrain Analysis, Proposed Residential Subdivision Cedar lakes, Phases 3 and 4, prepared by Gemtec, dated February 27, 2026. 5) Geotechnical Investigation Proposed Residential Subdivision Cedar Lake Subdivision, Phases 3 and 4, prepared by Paterson Group dated June 20, 2024. 6) TIA Strategy Report, by D.J. Halpenny & Associates, dated December 2023 7) Noise Control Study, prepared by Atrel Engineering Ltd, dated July 17, 2025. 8) Stage 2 Archaeological Assessment, 1600 Stagecoach Road, Part Lot 8 Concession 3, Geographic Township of Osgoode, Carleton County Greely Ontario, prepared by LHC Heritage Planning and Archaeology Inc., dated December 13, 2023. <p>Subject to the conditions below, these plans and reports may require updating and/or additional details prior to final approval.</p>	
2.		The Owner agrees, by entering into a Subdivision Agreement, to satisfy all terms, conditions and obligations, financial and otherwise, of the City of Ottawa, at the Owner's sole expense, all to the satisfaction of the City.	<u>Clearing Agency</u> ¹
		<u>General</u>	
3.	G1	Prior to the issuance of a Commence Work Notification, the Owner shall obtain such permits as may be required from Municipal or Provincial	OTTAWA Planning

		authorities and shall file copies thereof with the General Manager, Planning, Development and Building Services Department.	
4.	G2	<p>Prior to commencing construction, the Owner shall enter into a subdivision agreement with the City. The subdivision agreement shall, among other matters, require that the Owner post securities in a format approved by the City Solicitor, in an amount of 100% of the estimated cost of all works, save and except non-municipal buildings.</p> <p>The aforementioned security for site works shall be for works on both private and public property and shall include, but not be limited to, lot grading and drainage, landscaping and driveways, roads and road works, road drainage, underground infrastructure and services (storm, sanitary, watermains), streetlights, stormwater management works and park works.</p> <p>The amount secured by the City shall be determined by the General Manager, Planning, 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
5.	G4	<p>The Owner acknowledges and agrees that any person who, prior to the draft plan approval, entered into a purchase and sale agreement with respect to lots or blocks created by this Subdivision, shall be permitted to withdraw from such agreement without penalty and with full refund of any deposit paid, up until the acknowledgement noted above has been executed.</p> <p>The Owner agrees to provide to the General Manager, Planning, 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.</p>	OTTAWA Legal
6.	G5	All prospective purchasers shall be informed through a clause in the agreements of purchase and sale of the presence of lightweight fill on the	OTTAWA Legal

		lands, and that the presence of such lightweight fill may result in specific restrictions on landscaping, pools, additions, decks and fencing	
7.	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
8.	Special	The Owner acknowledges and agrees that the plan of subdivision may need to be amended to reflect the approved Hydrogeological Assessment and Terrain Analysis Report. This may include the number of lots, their configuration, the need for 30-centimetre reserves and phasing of registration.	OTTAWA Planning
9.		Deleted	
		<u>Zoning</u>	
10.	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
11.	Z2	The Owner undertakes and agrees that prior to the registration of the Plan of Subdivision, the Owner shall deliver to the City a certificate executed by an Ontario Land Surveyor showing that the area and frontage of all lots and blocks within the Subdivision are in accordance with the applicable Zoning By-law.	OTTAWA Planning
12.	Special	The Owner agrees that the blocks and lots within the subdivision shall be zoned as per the recommendations of the approved Environmental Impact Statement and include special provisions for the portions of the lot(s) where vegetation is to be conserved.	OTTAWA Planning
		<u>Roadway Modifications</u>	
13.	RM2	[Road signage and pavement marking] The Owner agrees to provide a Development Information Form and Geometric Plan indicating: a) Road Signage and Pavement Marking for the subdivision; b) Intersection control measure at new internal intersections; and c) location of depressed curbs and TWSIs;	OTTAWA Planning

		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.	
14.	RM7	<p>[Traffic calming]</p> <p>Where traffic calming is identified, the Owner acknowledges and agrees to implement traffic calming measures on roads within the limits of their subdivision to limit vehicular speed and improve pedestrian safety. The Owner further acknowledges and agrees that the detailed design for new roads will include the recommendation(s) from the required supporting transportation studies.</p> <p>The Owner agrees that traffic calming measures shall reference best management practices from the Canadian Guide to Neighbourhood Traffic Calming, published by the Transportation Association of Canada, and/or Ontario Traffic Manual. These measures may include either vertical or horizontal features (such measures shall not interfere with stormwater management and overland flow routing), including but not limited to:</p> <ul style="list-style-type: none"> • intersection or mid block narrowings, chicanes, medians; • speed humps, speed tables, raised intersections, raised pedestrian crossings; • road surface alterations (for example, use of pavers or other alternate materials, provided these are consistent with the City's Official Plan polices related to Design Priority Areas); • pavement markings/signage; and • temporary/seasonal installations such as flexi posts or removable bollards. 	OTTAWA Planning
15.	Special	The Owner acknowledges and agrees to design and construct a paved and marked shoulder of at least 1.5 metres in width, at no cost to the City, along Cedarlakes Drive the full frontage of the Park Block, which shall continue along the Park frontage along the west side of Stagecoach Road to connect to the existing paved shoulder to the north.	OTTAWA Planning
		<u>Highways/Roads</u>	
16.	HR1	The Owner acknowledges and agrees that all supporting transportation studies and design of all roads and intersections shall be to the satisfaction of the General Manager, Planning, Development and Building Services Department.	OTTAWA Planning
17.	HR2	The Owner shall retain a licensed or registered professional with expertise in the field of transportation planning and/or traffic operations to prepare a Transportation Impact Assessment. The study shall comply with the City of Ottawa's Transportation Impact Assessment Guidelines. The Owner	OTTAWA Planning

		agrees to revise the Draft Plan in accordance with the recommendations of the study.	
18.	HR3	The Owner shall provide for temporary turnarounds for all streets terminating at the edge of any phase of development, prior to registration of the Plan. The Owner agrees that it will convey to the City at no cost any temporary easements that may be required in order to establish the temporary turnarounds. For any portion of the temporary turn-around easements that do not form part of the permanent road allowance, the easements shall be released at the expense of the Owner when the easements are no longer required by the City.	OTTAWA Planning
19.	HR4	The Owner shall convey to the City, at no cost to the City, an unencumbered road widening along <i>Stagecoach Road</i> , adjacent to the subdivision lands, in accordance with the Official Plan. The required widening shall be illustrated on the Draft M-Plan and Final Plan of Subdivision as a dimension from the existing centerline of the public highway to the required widened limit. If it is determined that a widening is not required, the Owner's Surveyor shall illustrate the distance from the existing centerline of the Public Highway to the existing road limit on the Draft M-Plan and the Final Plan of Subdivision. All of which will be to the satisfaction of the City Surveyor.	OTTAWA Planning Surveys
20.	HR5	Any dead ends and/or open spaces of road allowances created by this plan of subdivision may be terminated in 0.3 metre reserves. The Owner shall place 0.3 metre reserves on the following locations: <ul style="list-style-type: none"> • <i>South end of streets 2 and 3</i> 	OTTAWA Planning Legal
21.	HR6	The Owner shall provide site triangles at the following locations on the final plan: <ul style="list-style-type: none"> • <i>Local Road to Local Road: 5m x 5m</i> • <i>Local Road to Arterial Road: 10m x 10m</i> 	OTTAWA Planning Legal
22.	HR7	A 0.3 m reserve adjacent to the widened limit of <i>Stagecoach Road</i> shall be indicated on the plan submitted for registration and conveyed at no cost to the City.	OTTAWA Planning Legal
23.	HR9	The Owner agrees to provide a construction traffic management plan for the subdivision prior to the earlier of registration of the Agreement or early servicing. Such plan shall be to the satisfaction of the General Manager, Planning, Development and Building Services Department.	OTTAWA Planning
24.	HR10	The Owner acknowledges that should the plan be registered in phases; the first phase of registration shall include: <ul style="list-style-type: none"> • <i>Not more than 40 lots, all related drainage and Park Block 78</i> 	OTTAWA Planning

25.	HR11	All streets shall be named to the satisfaction of the Chief Building Official of Building Code Services and in accordance with the Addressing Bylaw.	OTTAWA Planning BCS
26.	HR12	Where land has been dedicated for road widening purposes as part of the planning process, where the Owner receives no financial compensation or in-kind consideration in exchange for the widening, and where the City deems that the land is no longer required for that purpose, the lands may be conveyed back to the original Owner, or its successor in title, for \$1.00. The Owner shall be responsible for all costs to complete said conveyance, including administrative fees, unless otherwise determined by the General Manager, Planning, Development and Building Services Department.	OTTAWA Planning
27.	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
28.		deleted	
29.		deleted	
30.	Special	<p>The Owner acknowledges and agrees that Blocks 49 and 50, 4M-1479 will be released as a turning circle together with the related reserves being Parts 47, 48 and 49 Plan 4R-26931, and conveyed to the owners of the abutting Lot 1 Plan 4M 1479 and Lot 1 Plan 4M-1555. The PINs for each lot are to be consolidated. Block 52, Plan 4M-1479 will be dedicated as road.</p> <p>The Owner agrees that the former turning circle will be reinstated into road side ditch within the City right of way and lawn for the private side of the two lots Lot 1 Plan 4M 1479 and Lot 1 Plan 4M-1555</p> <p>This shall be at no cost to the City.</p>	OTTAWA Planning
		<u>Geotechnical</u>	
31.	GT1	<p>Where special soils conditions exist, the Owner covenants and agrees that the following clause shall be incorporated into all agreements of purchase and sale for all Lots. and included in the municipal covenant agreement against the title:</p> <p>“The Owner acknowledges that special soils conditions exist on this lot which will require:</p> <p>(a) a geotechnical engineer licensed in the Province of Ontario to approve any proposal or design for a swimming pool installation or</p>	OTTAWA Planning

		<p>other proposal requiring an additional building permit on this lot prior to applying for a pool enclosure permit or installing the pool; and</p> <p>(b) the Owner to submit a copy of the geotechnical engineer's or geoscientists report to the General Manager, Planning, Development and Building Services Department at the time of the application for the pool enclosure or additional building permit.</p> <p>The Owner also acknowledges that said engineer or geoscientist will be required to certify that the construction has been completed in accordance with his/her recommendation and that a copy of the certification or report will be submitted to the General Manager, Planning, Development and Building Services Department.</p>	
32.	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; k) design and construction of swimming pools; l) design and construction of park blocks for its intended uses; and m) in areas of sensitive marine clay soils: 	OTTAWA Planning
33.	GT3	<p>[Sensitive marine clay soils]</p> <p>a) The Owner agrees to any restrictions to landscaping, in particular the type and size of trees and the proximity of these to structures/buildings due to the presence of sensitive marine clay soils, as per the City's Tree Planting in Sensitive Marine Clay Soils – 2017 Guidelines.</p>	OTTAWA Planning

		<p>b) The Owner agrees to provide the following tests, data, and information prior to zoning approval, in order to determine the sensitivity of the clay soils and how it will impact street tree planting and potentially front yard setbacks:</p> <ol 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 7.5m from a building foundation. In these cases, the Zoning By-law will be used to ensure sufficient front yard setbacks to accommodate street trees in the right-of-way. For example, if street trees are planted in the right-of-way at a distance of 2m from the front lot line, then the minimum front yard setback would be 5.5m (7.5m – 2m).</p>	
34.	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 report. This information must be approved by Forestry Services prior to circulation to homeowners.	OTTAWA Forestry
		<u>Pathways, Sidewalks, Walkways, Fencing, and Noise Barriers</u>	
35.	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

36.	S7	<p>[Chain link fence between parks and other lands]</p> <p>a) The Owner agrees to design and construct 1.5 metre black vinyl-coated chain link fences in accordance with the Fence By-law at the following locations:</p> <ul style="list-style-type: none"> • Block 78 abutting Lot 1 <p>All chain link fencing that separate public lands and residential lots and blocks shall have a maximum opening (the diamond shape area) of no greater than 37 mm in order to comply with the applicable part of the "Pool Enclosure By-Law".</p> <p>b) The Owner agrees that any vinyl-coated chain link fence required to be installed with the exception of parks fencing shall be located a minimum of 0.15 metres inside the property line of the park. Refer to Parks condition 55 for details.</p>	OTTAWA Planning Parks
37.	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 6980848 CANADA CORPORATION 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>	
38.	Special	<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, 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 shall demonstrate that each lot retains at least one existing tree in proximity to each street right of way abutting the lot where possible or alternatively provides for a new tree to act as a street tree on private property.</p> <p>The landscape plan(s) shall include detailed approximate 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 and other landscape features where required.</p>	OTTAWA Planning Forestry

		<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). Any required tree planting on private lots or tree conservation required on private lots shall be implemented through the purchase and sale agreements and notices on title to be the responsibility of the purchaser.</p> <p>The Owner agrees that where sensitive marine clay soils are present, the required tree planting must satisfy the applicable conditions of the Tree Planting in Sensitive Marine Clay Soils - 2017 Guidelines, confirmation of adequate soil volumes in accordance with the subject guidelines shall be provided by a Landscape Architect prior to zoning approval.</p> <p>All of the aforementioned are to the satisfaction of the General Manager, Planning, Development and Building Services Department.</p>	
39.		-deleted	
40.	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 geotechnical report(s) (date, author), the letter (date, author), and Map (date, title), to the satisfaction of the General Manager, Planning, Development and Building Services.</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>	
41.	Special	<p>The Owner acknowledges and agrees that if any existing tree, which has been identified for retention in the City-approved tree conservation report, is damaged or destroyed in any way whatsoever during the development, except for the removal of hazardous trees or for the provision of access to the stormwater ponds, that the Owner will be required to provide compensation in the form of a replacement tree, of a size and species to be determined by the General Manager, Planning, Development and Building Services Department.</p>	OTTAWA Planning

42.	TC3	The Owner agrees to maintain the tree protection measures until construction is complete and/or the City has provided written permission to remove them.	OTTAWA Planning
		<u>Parks</u>	
43.	P1	In accordance with the <i>Planning Act</i> and the City of Ottawa Parkland Dedication By-law, the Owner shall: a) convey Block 78 to the City for parkland purposes; all to the satisfaction of the General Manager, Recreation, Cultural and Facility Services Department.	OTTAWA Parks
44.	P2	The Owner covenants and agrees that Block 78 will be conveyed to the City, at no cost, as dedicated parkland. The size and configuration of the park block(s) on the Final Plan shall be to the satisfaction of the General Manager, Recreation, Cultural and Facility Services Department. The Owner covenants and agrees that the parkland dedication requirement has been calculated at a rate of: a) 5% of the gross land area (residential <18units/ha).	OTTAWA Parks
45.	Special	The Owner acknowledges and agrees to pay the City the Park Development Contribution (Rural) fee, as indexed annually, for each lot as per the Plan of Subdivision, at the time of registration of each phase of development, to satisfy the park development requirements for this subdivision. The fee is \$3,446.00 per lot as of January 1, 2026.	OTTAWA Parks
46.	P4	All Owner obligations associated with the Park Block(s) must be completed to the satisfaction of the General Manager, Recreation, Cultural and Facility Services Department: a) Within two years of registration of Phase 1.	OTTAWA Parks
47.	P5	The Owner acknowledges and agrees that no stormwater management facilities, encumbrances such as retaining walls, utility lines or easements of any kind shall be located on, or in front of, dedicated park blocks without the written approval of the General Manager, Recreation, Cultural and Facility Services Department.	OTTAWA Parks
48.	P6	The Owner acknowledges and agrees that any encumbrances which are not solely for the benefit of the park, such as retaining walls, utility lines or easements of any kind on lands, or portion thereof encumbering the design and function of future Park Block 78 must be approved by the General	OTTAWA Parks

		Manager of Recreation, Culture and Facility Services Department, and will not form part of the <i>Planning Act</i> parkland dedication requirements.	
49.	Special	<p>The Owner agrees the park block(s) must be fully developable for its intended use based on a geotechnical report. If any constraints to development of the park block(s) are found the measures necessary to mitigate the constraints and to provide a subgrade suitable for the intended park(s) uses as identified by Parks planning staff, will be undertaken by the Owner. The Owner is solely responsible for the costs of any necessary mitigation measures.</p> <p>All of the aforementioned are to the satisfaction of the General Manager, Recreation, Cultural and Facility Services Department.</p>	OTTAWA Parks
50.	Special	<p>After tree protection fencing has been installed accordingly, both as approved by the General Manager, Recreation, Cultural and Facility Services Department, the Owner may remove vegetation, trees and topsoil from the park(s) to facilitate rough grading of the area. The City agrees that the Owner may stockpile the topsoil either on or off the Park Block.</p> <p>If the removal of the native topsoil is required, the Owner agrees to provide replacement topsoil at a sufficient depth and quality for the park(s) as per City Standards for park topsoil. All work shall proceed in accordance with the applicable By-laws.</p>	OTTAWA Parks
51.	P9	<p>The City acknowledges and agrees that the Owner may use the Park(s) outside of the protected park areas for the stockpiling of materials or staging as needed. The Owner agrees to conduct the stockpiling of soils in accordance with the future excess soils regulation, as amended.</p> <p>The Owner agrees contaminated soils shall not be stockpiled on future park areas. The Owner agrees to provide to the City documentation of the source and quality of the soils temporarily stored on the future park areas.</p> <p>The Owner acknowledges and agrees that in the event that the Owner chooses to use the parkland for stockpiling or staging, once this use of the parkland is completed, all materials will be removed from the parkland and a geotechnical report by a qualified and licensed engineer or geoscientist will be submitted. The geotechnical report shall confirm that the subgrade is suitable for its intended use and that no contaminants have been deposited on the parkland. The geotechnical report must indicate the level of soil compaction on the site and conform to City Standards, to the satisfaction of the General Manager, Recreation, Cultural and Facility Services Department.</p>	OTTAWA Parks

		The Owner agrees that any remediation required to the parkland as result of the owners use of the parkland will be at the Owner's expense and will be in addition to the estimated park budget calculated at the per hectare rate as indexed and such remediation work shall be completed to the satisfaction of the General Manager, Recreation, Cultural and Facility Services Department.	
52.		Deleted	
53.	P11	<p>[Filling and rough grade the park block(s)]</p> <p>a) Any fill imported to the future park block must be conducted in accordance with the future excess soils regulation, as amended. Documentation of the source and quality of the fill to be imported must be approved by a Qualified Person. Soils must be tested to the minimum parameter list as specified in the excess soils regulation. Importation of soils with no chemical testing will not be permitted. Additional testing may be required by the Qualified Persons as defined in the regulation.</p> <p>b) Copies of all records related to all soils imported to the future park areas must be provided to the City. It is the responsibility of the Owner to fill and rough grade the park where necessary, with clean earth borrow, compacted and leveled within the park block accordingly, to provide for positive surface drainage as per the City Standards for Park Fill and rough grading as per the approved subdivision grading plan. All at the expense of the Owner. All works and fill materials are to be approved by the General Manager, Planning, Development and Building Services Department prior to being placed on site.</p>	OTTAWA Planning Parks
54.	Special	<p>[Servicing and final grading of park blocks]</p> <p>It is the responsibility of the Owner to undertake final grading of the park block as per the park working drawings /grading and drainage plan. This final grading will be covered by the park budget to a maximum of 10% of the park construction cost. Additional grading beyond 10% of park construction cost will be at the Owner's expense.</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> <p>Unless otherwise specified the Owner shall provide the following services and utilities to all Park Blocks: (select serviced park or un-serviced park)</p> <p>[Un-serviced land]</p> <p>a) The Owner shall provide an open ditch or culvert, where a rural road cross section is proposed, and driveway(s) in the road allowance</p>	OTTAWA Planning Parks

		<p>adjacent to the park frontage, in accordance with the approved street cross-section.</p> <p>b) The Owner shall provide a well, constructed as per Ontario Regulation 903, as amended, and the recommendations of the approved hydrogeological investigation and, shall also be certified by a P. Eng. or P. Geo. The hydrogeological investigation shall be in accordance with MOECC Procedure D-5-5, except for the minimum number of wells.</p> <p>c) A 120/240 volt, 200 ampere single phase hydro (electricity) service at 2 m inside the park property line. The Owner is responsible for making all arrangements and coordinating the connection of the new electricity service, including costs and inspections, with the respective hydro (electricity) agencies. The owner is also responsible to ensure the park hydro (electricity) service is included on the approved CUP drawings. All works shall be shown on the approved drawings.</p>	
55.	P13	<p>The Owner shall install fencing of uniform appearance and quality, with a minimum height of five feet (5') (1.5m) along the common boundary of all residential lots and other lots which abut Park Blocks. Fences shall be installed 0.15m on the park property side of the common property line, and the location of the fence shall be verified by an Ontario Land Surveyor. All fences must adhere to the City's fence By-law 2003-462. Fence materials will be of commercial grade and consist of 6-gauge black vinyl coated chain link material and black powder coated schedule 40 pipe rails and posts or an approved alternative.</p>	OTTAWA Parks
56.	P14	<p>[No Gates] 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
57.	P15	<p>[Gates Permitted] Access from private property to active public property will only be allowed with the prior written approval of the General Manager, Planning, Development and Building Services Department. The Owner shall place the following clause in each Agreement of Purchase and Sale and shall be registered as a notice on title in respect of all Lots and Blocks:</p> <p>"The Transferee for himself/herself, his/her heirs, executors, administrators, successors and assigns acknowledges being advised that gates accessing</p>	OTTAWA Parks

		public property are not permitted in the fences without the express written permission of the General Manager, Recreation, Cultural and Facility Services Department.”	
58.	P16	<p>The Owner shall include a clause in each Agreement of Purchase and Sale and shall be registered as a notice on title in respect of all Lots and Blocks which shall provide notification to all purchasers of lands within the Subdivision that parkland within this subdivision and/or already existing in the vicinity of the subdivision may have (select as appropriate):</p> <ul style="list-style-type: none"> a) active hard surface and soft surface recreational facilities b) active lighted sports fields and other lit amenities c) recreation and leisure facilities d) potential community centre e) library f) day care g) other potential public buildings/facilities. 	OTTAWA Parks
59.		Deleted	
60.	P18	The Owner acknowledges and agrees that, following registration of this agreement, all park blocks will be transferred to the City. Notwithstanding said transfer, the Owner acknowledges and agrees that, prior to the assumption of the park by the City, the owner will retain all liability for the transferred blocks and that said transfer will in no way exonerate the Owner from its responsibility to design and construct the park pursuant to Section 2.3 of the Park Development Manual 2nd edition.	OTTAWA Parks
61.	P21	<p>The Owner acknowledges and agrees to erect on the park block(s) at a location selected by the General Manager, Recreation, Cultural and Facility Services a professionally painted sign indicating:</p> <p style="padding-left: 40px;">Future Parkland No Dumping No Removal of soils or Vegetation All at the expense of the Owner</p>	OTTAWA Parks
62.	P22	<p>Upon registration of the subdivision and transfer of ownership of the park block to the city, the Owner agrees to provide:</p> <ul style="list-style-type: none"> • a certificate of insurance that names the City of Ottawa as Additional Insured, and • a letter of credit which covers the full amount of the park block works pursuant to Condition 60 to ensure the work is completed, 	OTTAWA Parks

		the Owner will hereby be granted consent to enter at no cost to complete the work. All is to the satisfaction of the General Manager of Recreation Culture and Facility Services.	
63.	P23	<p>The Owner acknowledges and agrees that no work within the ROW (right-of-way) in front of, or around, any boundary of the park will be a park cost. All ROW work including, tree planting, topsoil and sod, and all hard surface work will be at the Owners' expense.</p> <p>Where a park plaza or landscape feature extends into the ROW as a continual element of the park development, this work may be considered park work at the discretion of the General Manager, Recreation, Cultural and Facility Services.</p>	OTTAWA Parks
64.	Special	The Owner acknowledges and agrees that all standard subdivision conditions associated with the park, including, but not limited to: fencing, fill and rough grading, tree removal and services inside the park block(s) will remain a subdivision cost to be covered by the Owner separate from the park funding.	OTTAWA Parks
		<u>Environmental Constraints</u>	
65.	EC1	The Owner shall prepare an Integrated Environmental Review and/or an Environmental Impact Statement, in accordance with the policies of the Official Plan, to the satisfaction of the General Manager, Planning, Development and Building Services Department.	OTTAWA Planning CA
66.	EC2	The Owner agrees that prior to registration, early servicing, or other works that would alter the vegetative characteristics of the site, the Owner shall have the environmental impact statement updated as necessary to reflect the final plan as approved, and to address any changes to the anticipated impacts and recommended mitigation measures that may be required as a result of changes to the draft plan, changes in the regulatory context with respect to species at risk, or changes in the known environmental context of the site. This update shall be to the satisfaction of the General Manager, Planning, Development and Building Services Department.	OTTAWA Planning
67.	EC3	The Owner acknowledges and agrees that the construction of the subdivision shall be in accordance with the recommendations of the revised Environmental Impact Statement from the BCH Environmental, August 20, 2025	OTTAWA Planning CA
68.	EC4	The Owner agrees to abide by all appropriate regulations associated with Provincial and Federal statutes for the protection of wildlife, including migratory birds and species at risk.	OTTAWA Planning

69.	EC5	The Owner acknowledges that the Reach 1 and Reach 2 are subject to the South Nation Conservation Authority oversight under Ontario regulation 1/24: Prohibited Activities, Exemptions and Permits, 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. The Owner acknowledges that any changes to the existing channels of watercourses upstream or downstream of the Owner's property requires a Conservation Authorities Act permit and landowner permission	OTTAWA Planning CA
70.	Special	<p>The Owner agrees to establish a 15 metre setback from the watercourse as set out in the Environmental Impact Statement (EIS). A reference plan of survey will be registered on the private property on the east side of the east drain and on the west side of the west drain, defining an area that is 15 metre from the top of bank. Within the defined area, there will be no placement of structures, no removal of natural vegetation and native seeds or plantings will be planted in areas lacking cover, as set out in the approved EIS. This defined area shall not be for the purpose of access to or maintenance of the drains. The final approved reference plan and planting plan, shall be to the satisfaction of the South Nation Conservation Authority, and the General Manager, Planning, Development and Building Services Department. The watercourse setback shall also be incorporated into the zoning bylaw provisions.</p> <p>The new reference plan of survey and watercourse setback provisions shall be identified in all agreements of purchase and sale and on all detailed design plans for lots 47-52, 59-62 and East side of Block 76. The provisions of the existing registered easement shall be identified in all agreements of purchase and sale and on all detailed design plans for lots 10, 20-21, 30-34, 36-39, 47-49 and West side of Block 76.</p>	OTTAWA Planning CA
71.	EC7	The Owner shall erect protective fencing and sediment and erosion control measures along the setback perimeter of the two watercourses prior to any site preparation works within the Subdivision to ensure no disturbance of the watercourse during construction to the satisfaction of the South Nation) Conservation Authority. These measures shall be maintained in good working order until the site has stabilized, after which any such measures that are not permanent shall be removed in a manner that minimizes disturbance to the site.	OTTAWA Planning CA
72.	EC8	The Owner acknowledges that any proposed works on or adjacent to Reach 1 and the main portion of Reach 2 corridor will need to comply with the requirements of the Federal Fisheries Act and avoid causing Serious	OTTAWA Planning CA

		Harm to Fish, unless the Department of Fisheries and Oceans (DFO) has provided authorization.	
73.	EC9	The Owner shall complete the DFO Self-Assessment process and provide the City and the South Nation) Conservation Authority with a copy of the completed Request for Review. The Owner acknowledges that should the results of the Self-Assessment indicate that serious harm to fish cannot be avoided, then the proponent must implement the appropriate measures to avoid, mitigate, or offset harm to fish and fish habitat, including aquatic species at risk.	OTTAWA Planning CA
74.	EC10	The Owner agrees that no in-stream works will occur within Reach 1 and Reach 2 between March 15 and June 30 of any given year.	OTTAWA Planning CA
75.	EC12	Where required, the Owner shall prepare, to the satisfaction of the General Manager, Planning, Development and Building Services Department, an Owner Awareness Package (OAP) highlighting the advantages and responsibilities of a homeowner living in or adjacent to a natural area. The OAP shall describe the natural attributes of the community and the importance of good stewardship practices to ensure the long-term health and sustainability of the Natural Heritage System. Topics to be discussed include, but are not limited to, reducing environmental impacts from common household activities (e.g., water conservation, yard waste disposal, chemical use and storage, etc.), avoiding human-wildlife conflicts, and recommendations of locally appropriate native species for landscaping. The OAP shall be distributed to all purchasers with the Agreement of Purchase and Sale.	OTTAWA Planning CA
		<u>Archaeology</u>	
76.	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>	<p>TTAWA Planning MTCS</p> <p>(Ministry provides written clearance to the City prior to registration, usually at the request of the applicant.)</p>

77.		The Owner acknowledges and agrees that no site works, commence work, early servicing nor registration shall occur in the vicinity of the site identified in the Stage 2 Archaeological Assessment for a Stage 3 Assessment until such time as the Stage 3 Assessment and any subsequent requirements are addressed to the satisfaction of the Ministry of Tourism and Culture and the General Manager, Planning, Development and Building Services Department.	OTTAWA Planning MTCS
		<u>Stormwater Management</u>	
78.	Special	The Owner agrees to prepare and submit a Lot grading and Drainage Plan and indicate how it is to be implemented, to the satisfaction of the General Manager, Planning, Real Estate and Economic Development Department, and South Nation Conservation.	OTTAWA Planning CA
79.	SW1	<p>The Owner shall provide any and all stormwater reports (Conceptual Serviceability Brief, prepared by ARK Engineering and Development, dated March 2025) that may be required by the City for approval prior to the commencement of any works in any phase of the Plan of Subdivision. Such reports shall be in accordance with any watershed or subwatershed studies, conceptual stormwater reports, City or Provincial standards, specifications and guidelines. The reports shall include, but not be limited to, the provision of erosion and sedimentation control measures, implementation or phasing requirements of interim or permanent measures, and all stormwater monitoring and testing requirements.</p> <p>All reports and plans shall be to the satisfaction of the General Manager, Planning, Development and Building Services Department.</p>	OTTAWA Planning CA
80.	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 South Nation Conservation Authority.</p>	OTTAWA Planning CA

		(c) The Owner shall implement an inspection and monitoring plan to maintain erosion control measures.	
81.	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
82.	SW5	The Owner agrees to design and construct, as part of the stormwater management infrastructure, at no cost to the City, a monitoring facility or facilities (if required) and vehicular access to the satisfaction of the City.	OTTAWA Planning
83.	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
84.	SW7	<p>The Owner covenants and agrees that the following clause shall be incorporated into all agreements of purchase and sale for the whole, or any part, of a lot or block on the Plan of Subdivision, and registered separately against the title:</p> <p>“The Owner acknowledges that some of the rear yards within this subdivision are used for on-site storage of infrequent storm events. Pool installation and/or grading alterations and/or coach houses on some of the lots may not be permitted and/or revisions to the approved Subdivision Stormwater Management Plan Report may be required to study the possibility of modification on any individual lot. The Owner must obtain approval of the General Manager, Planning, Development and Building Services Department of the City of Ottawa prior to undertaking any grading alterations.”</p>	OTTAWA Legal
85.	SW9	<p>[To be used for lots that contain drainage swales, landscaping tees or any stormwater management conveyance infrastructure.]</p> <p>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 the Lots/Blocks listed below that the Purchaser/Lessee is responsible to maintain conveyance of surface flow over the rear and/or side of their lot, and maintain sub-surface drainage infrastructure, all of which shall be to the satisfaction of the General Manager, Planning, Development and Building Services Department of the City of Ottawa.</p> <p>a) Lots 20, 21, 30-34, 36-39, 47-49 and 59-62</p>	OTTAWA Planning

		b) Blocks 72, 73, 74, 75 and 76	
86.	SW10	<p>[To be used for lots where there are roadside drainage ditches. Required by Motion from Councillor Darouze on July, 6, 2022]</p> <p>All prospective purchasers shall be informed, through a clause in the agreements of purchase and sale, of the presence of roadside drainage ditches which may be located in front of or adjacent to the purchaser's lot. All prospective purchasers shall be further informed of applicable by-laws and policies, including the Ditch Alteration Policy, related to roadside drainage ditches as well as of the responsibility of the owner to ensure that such are properly maintained.</p>	OTTAWA Planning
87.	Special	<p>The Owner agrees to design and construct, as part of the stormwater management infrastructure, at no cost to the City, all-season heavy-duty vehicular access to both stormwater management ponds and related watercourses on the site. The Owner further acknowledges that a draft reference plan will be required identifying the areas of the lots and blocks subject to the SWM pond and 6 metre minimum access corridor. The design of the heavy-duty vehicular access, as well as the reference plan will be prepared to the satisfaction of the General Manager of Planning, Real Estate and Economic Development.</p>	OTTAWA Planning
88.	Special	<p>The Owner agrees that the responsibility of the maintenance of the stormwater management pond(s) shall be transferred at such time as the establishment of the Homeowners' Association. The Owner further agrees that the Homeowners' Association will assume responsibility for its stewardship, and maintenance, that, among other items, includes keeping the pond surface free from debris, and monitoring the water quality of the stormwater management ponds, in perpetuity. The City shall, upon final acceptance of the Works, assume the Environmental Compliance Approval and responsibility for the ditches, swales, culverts in accordance with the easements granted to the City for this purpose within this development.</p> <p>The Owner further agrees to give financial management assistance to the Homeowners' Association on setting up an account and advice on collecting fees.</p> <p>The Owner further agrees that all purchase and sale agreements for the whole, or any part, of a lot/block on the Plan of Subdivision shall contain the following clause which shall be a covenant running with the lands for the benefit of the lands in the Subdivision:</p> <p>"The Transferee, for himself, his heirs, executors, administrators, successors and assigns, covenants and agrees being advised that he/she shall become a party to the Homeowners' Association and that, upon</p>	OTTAWA Planning

		establishment of such Association, the stormwater management pond shall be conveyed to the Homeowners' Association and shall become the sole responsibility of the Homeowners' Association for purpose of stewardship, maintenance and liability."	
89.		The Owner acknowledges that the securities for the stormwater management ponds and for the ditches and pipes upstream (to the extent of standing water) that are to serve this subdivision, shall be held until the ponds are constructed in accordance with the approved plans and studies, to the satisfaction of the General Manager of Planning, Development and Building Services.	OTTAWA Planning
		<u>Serviced Lands</u>	
90.	SL1	The Owner shall be responsible for the provisions of the following works, including oversizing and over depth (where appropriate), at its cost, in accordance with plans approved by the General Manager, Planning, Development and Building Services Department, and/or the Province: <ul style="list-style-type: none"> a. Storm Sewers; b. Roads and traffic plant(s); c. Street Lights; d. Sidewalks; e. Landscaping; f. Street name, municipal numbering, and traffic signs; g. Stormwater management facilities; and h. Grade Control and Drainage. 	OTTAWA Planning
91.	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
92.	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
		<u>Unserviced Lands</u>	
93.	Special	The Owner acknowledges and agrees that prior to submission of detailed design or commence work that the Hydrogeological and Terrain Analysis Report needs to be amended to the satisfaction of the General Manager, Planning, Development and Building Services Department, to demonstrate that the development of 69 lots is appropriate. Should the report not be	Ottawa Planning

		<p>approved or not support the current draft plan or number of lots therein, then a revised draft plan and draft conditions are required to reflect the approvable number and configuration of lots.</p> <p>Any recommendations from the approved Hydrogeological and Terrain Analysis Report must be incorporated into the subdivision agreement, the detailed design and 4M plan for this subdivision. This may include well construction details, lot configuration, phasing, and 30-centimetre reserves across lot frontages.</p> <p>The final Hydrogeological and Terrain Analysis Report and detailed design of the subdivision shall address the following:</p> <ul style="list-style-type: none"> a) That there will be no additional septic loading, including the city park permitted. b) Confirm the stormwater pond designs allow for infiltration (ie the outlet is above the operating level of the pond) and that the final pond design will confirm the reasonableness of the infiltration estimates applied in the septic impact assessment calculations to the satisfaction of the General Manager, Planning, Development and Building Services Department. c) Confirm that all assumptions applied in the septic impact assessment calculations are incorporated at the design stage and/or included in the conditions for the development. This includes at minimum; final site grading, maximum impermeable areas, roof leaders, retained forest cover and stormwater amendment design. d) In addition to the required dedicated monitoring well for each phase of the development, the dedicated monitoring well for the first registration will be a nested well with minimum of two screened intervals – one within the overburden (receiving aquifer) and one within the bedrock cased to a depth similar to the of the proposed development supply wells. 	
94.	Special	<p>The Owner agrees that all well construction, including test wells, shall be in accordance with the recommendations of the approved Hydrogeological and Terrain Analysis Report, the City of Ottawa Hydrogeological and Terrain Analysis Guidelines, and Provincial regulations, as amended. And that a signed well certification (i.e. Well Inspection Report) by a Professional Engineer, or Professional Geoscientist, licensed in Ontario, will be provided to the General Manager, Planning, Development and Building Services Department in this regard. The Owner shall advise all prospective lot purchasers, in the agreements of purchase and sale and in the Deed(s), of the well certification requirements. The Owner also agrees that the Subdivision Agreement with the City of Ottawa may require satisfactory well certification.</p>	OTTAWA Planning

95.	UL2	<p>The Owner is advised that a clause will be inserted into the Subdivision Agreement requiring that all agreements of purchase and sale shall include the following notification.</p> <p>“The City of Ottawa does not guarantee the quality or quantity of the groundwater. If, at some future date, the quality or the quantity of the groundwater becomes deficient, the City of Ottawa bears no responsibility, financial or otherwise, to provide solutions to the deficiency; such solutions being the sole responsibility of the homeowner.”</p>	OTTAWA Planning Legal
96.	Special	<p>The registration of this subdivision shall be phased. Each phase of registration is not to contain more than 40 lots. Prior to the registration of subsequent phases, the Owner shall submit a Supplementary Hydrogeological and Terrain Analysis Study (also known as a performance review) to assess the appropriate installation and operation of wells and private sewage disposal systems in the previous phase(s) of the development, and to assess any potential changes in the understanding of the hydrogeological setting. Such review shall demonstrate that the previous phase(s) are operating satisfactorily and that the assumptions and conclusions presented in the approved Hydrogeological and Terrain Analysis report are still valid. A Professional Engineer licensed in Ontario, with experience in hydrogeology, or a Professional Geoscientist licensed in Ontario shall prepare the performance review in accordance with the City of Ottawa Hydrogeological and Terrain Analysis Guidelines and to the satisfaction of the General Manager, Planning, Development and Building Services Department.</p> <p>The final number of lots required for analysis must be rationalised and supported in the performance review, but in any case the performance review shall only be prepared and submitted for review when:</p> <ul style="list-style-type: none"> - A minimum of 40% of the houses in the lots in the previous phase (Phase 3) have been built and must have been occupied for at least 3-seasons. The report must confirm that the assumptions used in the septic impact assessment of the original Hydrogeological and Terrain Analysis Report remain valid and are being implemented onsite, this shall include assumptions such as; site grading, impermeable surface cover, connection of roof leaders, tree conservation, etc.. - Well water quality sampling and homeowner interviews must be conducted on a minimum of 20% of the residential wells in Phase 3 once the homes are owner occupied for at least one season. The wells sampled must be evenly distributed and representative. 	OTTAWA Planning

		<p>The assessment methodology and report must be completed to the satisfaction of the General Manager, Planning, Development and Building Services Department.</p> <p>Further, the Owner agrees that all lots offered for sale in subsequent phases to the first phase shall contain a notice within the purchase and sale agreement that the registration of those subsequent phases is subject to compliance with and the City's approval of the Supplementary Hydrogeological and Terrain Analysis Study (also known as a performance review).</p>	
97.	UL4	The Owner acknowledges and agrees being advised that the final lot grading inspection must be completed by the City and approval obtained prior to sod or grass seed, in accordance with approved plans, being placed. 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
98.	Special	The Owner acknowledges and agrees that purchase and sale agreements and homeowner's awareness packages should contain information on the requirements of the approved hydrogeological study which may include; lot layout, wells and septic systems as well as information on use and maintenance of those systems.	OTTAWA Planning
		<u>Utilities</u>	
99.	U1	The Owner is hereby advised that prior to commencing any work within the subdivision, the Owner must confirm that sufficient wire-line communication /telecommunication infrastructure is currently available to the proposed development to provide communication/telecommunication service to the proposed development. In the event that such infrastructure is not available, the Owner is hereby advised that the Owner shall ensure, at no cost to the City, the connection to and/or extension of the existing communication / telecommunication infrastructure. The Owner shall be required to demonstrate to the municipality that sufficient communication /telecommunication infrastructure facilities are available within the proposed development to enable, at a minimum, the effective delivery of communication /telecommunication for emergency management services (i.e. 911 Emergency Services).	OTTAWA Planning
100.	U2	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.	OTTAWA Planning

101.		The Owner acknowledges and agrees to convey any easement(s) as deemed necessary by Bell Canada to service this new development. The Owner further agrees and acknowledges to convey such easements at no cost to Bell Canada	BELL
102.		The Owner agrees that should any conflict arise with existing Bell Canada facilities where a current and valid easement exists within the subject area, the Owner shall be responsible for the relocation of any such facilities or easements at their own cost	BELL
103.		<p>The Owner acknowledges and agrees that the subdivision will be serviced through centralized Community Mail Boxes (CMBs). The number and location of the CMB will be determined at the time of the preliminary Composite Utility Plan.</p> <p>The Owner further acknowledges and agrees that if additional gravel or culvert is required, it will be provided by the developer as per Canada Post standards.</p>	CANADA POST
104.	Special	<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 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 their cost, any easements as may be required by the necessary utilities and agrees to abide by all conditions of the City's inhibiting order. The Owner further acknowledges and agrees that such easements shall not be granted on any lands being conveyed to the City, or those proposed to be conveyed to the City, without City's approval.</p> <p>Should any lands owned or proposed to be owned by the City be encumbered as a result of these conditions, the Owner shall bear the sole responsibility and costs associated with correcting such actions, including but not limited to the conveyance of additional lands, the relocation of any</p>	Hydro One

		such easements or infrastructure as may be deemed appropriate by the General Manager, Planning, Development and Building Services.	
		<u>Land Transfers</u>	
105.	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. Park Block – Block 78 ii. Road Widening Blocks – Blocks 80, 81 iii. 0.3 m Reserve Blocks TBD for Phased registration and Blocks 82, 87 iv. Daylighting Triangles – TBD 	OTTAWA Planning Legal
106.	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
107.	Special	<p>The Owner agrees to convey, at no cost to the City, any easements that may be required for the provision of water and wastewater systems, in addition to underground or overland stormwater drainage systems.</p> <p>The Owner agree to convey to the City easements over the following Lots and Blocks to accommodate Stormwater Management and Drainage works.</p> <ul style="list-style-type: none"> • Lots 20, 21, 30-34, 36-39, 47-49 and 59-62 • Blocks 72, 73, 74, 75 and 76 	OTTAWA Planning Legal
		<u>Blasting</u>	
108.	B1	<p>The Owner agree that all blasting activities will conform to the City of Ottawa's standard S.P. No: F-1201 Use of Explosives. Prior to any blasting activities, a pre-blast survey shall be prepared as per F-1201, at the Owner expense for all buildings, utilities, structures, water wells, and facilities likely to be affected by the blast and those within 75 m of the location where explosives are to be used. The standard inspection procedure shall include the provision of an explanatory letter to the owner or occupant and owner with a formal request for permission to carry out an inspection.</p> <p>The Owner agree to provide a Notification Letter in compliance with City specification F-1201. Specification indicates that a minimum of 15 Business days prior to blasting the Contractor shall provide written notice</p>	OTTAWA Planning

		to all owner(s) and tenants of buildings or facilities within a minimum of 150m of the blasting location. The Owner agrees to submit a copy of the Notification Letter to the City.	
		<u>Development Charges By-law</u>	
109.	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
		<u>Survey Requirements</u>	
110.	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
111.	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
112.	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>	
113.	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
114.	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
115.	C3	The owner shall pay any outstanding taxes owing to the City of Ottawa prior to registration.	OTTAWA Planning Revenue
116.	C4	Prior to registration of the Plan of Subdivision, the City is to be satisfied that conditions 1 to 112 and 119 have been fulfilled.	OTTAWA Planning
117.	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	OTTAWA Planning

		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.	
118.		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
119.	SPECIAL	<p>Infiltration-based Low Impact Development (LID) Controls</p> <p>The Owner is not required to meet this condition in relation to one or both of the off-site tributaries between the subject site and Grey's Creek Municipal Drain if, prior to registration, (a) the City has been granted easement(s) for the off-site tributary/tributaries; or, (b) drainage works have been approved for the off-site tributary/tributaries pursuant to the Drainage Act providing continuous outlet from the southern boundary of the subject site through to the Grey's Creek Municipal Drain. If LIDs are to be used in relation to one or both tributaries, the Owner acknowledges and agrees that to use LID controls as part of the stormwater management system, the following is required to be secured in the subdivision agreement:</p> <ol style="list-style-type: none"> 1. The Owner shall submit an updated Conceptual Serviceability Brief that meets all required conditions below. 2. The Owner acknowledges and agrees that they shall implement an inspection and monitoring plan to maintain erosion control measures pursuant to its obligations under CLI-ECA 008-S701 and approved design documents. 3. The Owner acknowledges and agrees that they shall submit Operations and Maintenance Manuals for any new portions of an Authorized System to the satisfaction of the General Manager, Infrastructure & Water Services prior to subdivision registration. 4. The Owner acknowledges and agrees that it will review and abide by all conditions listed in stormwater CLI-ECA 008-S701. This shall include but not be limited to submission of all required forms, consents and verifications. The Owner further agrees to provide all its consultants, contractors or sub-contractors, and agents who may be involved in 	

	<p>carrying out work on, or operate any aspect of, the Authorized System with a copy of this condition.</p> <p>5. The Owner acknowledges and agrees that prior to hand over to the City, the Owner shall undertake and submit mandatory inspection records in accordance with stormwater CLI-ECA 008-S701 to the General Manager, Infrastructure & Water Services.</p> <p>6. The Owner acknowledges and agrees that the following stormwater objective is added for the overall stormwater management system, including any infiltration-based LID controls and SWM ponds:</p> <ol style="list-style-type: none"> 1. to ensure no adverse flooding or erosion impacts to downstream lands. <p>This shall be achieved through a treatment train approach of LIDs and SWM ponds where:</p> <ol style="list-style-type: none"> a. Infiltration-based LID controls are utilized to manage excess runoff volumes and site discharge runoff hydrographs throughout the year and for a range of design storm events. Specifically, the Owner will analyze the proposed design using a range of hydrologic conditions and events to demonstrate that the entire stormwater management system achieves the stormwater objective. Item 7 below provides further detail. b. End-of-pipe facilities (SWM ponds) manage peak flows for all events up to the 1 in 100-year rainfall event. <p>The Owner shall demonstrate that the design of the overall stormwater management system (including LID controls) meets the stormwater objective through an updated hydrologic and hydraulic analysis;</p> <p>7. Furthermore, the Owner shall complete a comprehensive downstream impact analysis to evaluate potential flooding and erosion impacts on downstream lands. The Owner and the City acknowledge that physical access to downstream private properties to complete a detailed empirical erosion analysis is currently not available. In the absence of access to the downstream properties, a comprehensive modeling study shall be conducted instead of a physical geomorphological analysis, with the explicit intention of demonstrating and confirming that the proposed development will result in no adverse flooding or erosion impacts to downstream lands.</p> <p>This analysis shall assess and quantify conditions for the full suite of design storm events (from the 2-year up to the 100-year event) and an</p>	
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	<p>update of the continuous hydrologic simulation for the existing and post-development conditions, specifically analyzing parameters such as:</p> <ul style="list-style-type: none"> • Flood depths and extents • Depth x Velocity • Shear Stress <p>8. The Owner acknowledges and agrees that infiltration-based LID controls (infiltration LIDs) were not and will not be relied upon to satisfy nitrate dilution requirements in the approved hydrogeological study.</p> <p>9. The Owner acknowledges and agrees that the detailed design of all infiltration LIDs shall demonstrate conformance with all applicable watershed or subwatershed studies, Environmental Impact Statement, approved conceptual stormwater plans, City and Provincial policies, standards, guidelines, and regulatory approval requirements which include, but are not limited to:</p> <ol style="list-style-type: none"> a. City of Ottawa Sewer Design Guidelines b. Ministry of Environment, Conservation and Parks Stormwater Management Planning and Design Manual (2003) c. Ministry of Environment, Conservation and Parks Draft Low Impact Development Stormwater Management Guidance Manual (2022) d. Ministry of Environment, Conservation and Parks Consolidated Linear Infrastructure Environmental Compliance Approval for a Municipal Stormwater Management System <p>10. The Owner shall complete a comprehensive hydrologic and hydraulic model for existing and proposed conditions that supports the design of all stormwater management measures including dual drainage elements, infiltration-LIDs and end-of-pipe facilities. Modeling is to be completed using both continuous simulation of historical rainfall and single-event simulations of design storms, in conformance with City and Provincial standards and guidelines including, but not limited to, the City of Ottawa Sewer Design Guidelines.</p> <p>11. The Owner acknowledges and agrees that the detailed design of all stormwater management measures (including SWM ponds and infiltration LIDs) shall demonstrate their sufficiency to operate as intended for the full duration of the year.</p> <p>12. The Owner shall complete, in accordance with City and Provincial policies, standards and guidelines and to the satisfaction of the General</p>	
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	<p>Manager, Planning, Development and Building Services an updated hydrogeological report and an updated geotechnical report in accordance with City of Ottawa Sewer Design Guidelines Appendix 10 that contemplates and informs the use of LID controls. Where there is less than 1.0 metre separation to the seasonally high groundwater elevation, extended groundwater monitoring programs will be required, including groundwater mounding analyses. In addition, the updated reports shall confirm that the infiltration trench facilities will not pose a material risk of groundwater contamination or impact to onsite and offsite private drinking water wells.</p> <p>13. The Owner acknowledges and agrees that the City's final acceptance of any infiltration LID facilities and all associated ROW stormwater infrastructure will not occur until:</p> <ul style="list-style-type: none"> a. The owner submits a stormwater management drainage area plan to define the LID tributary areas, b. The owner submits a stormwater infrastructure and LID phasing plan, c. 90% of the tributary area draining to the outlet of the LID system is constructed and stabilized, and until d. the Owner establishes through the monitoring program set out in this condition, that the stormwater management system including infiltration LID facilities are performing as expected and in accordance with the objectives of the approved monitoring plan and the stormwater objective. <p>Stabilization of the tributary area is defined as once (a) the buildings are constructed with lots fully sodded/vegetated and (b) top lift of asphalt installed, to the satisfaction of the General Manager, Planning, Development and Building Services.</p> <p>14. The Owner acknowledges and agrees that they will provide a servicing plan demonstrating how sufficient outlet will be achieved during construction, prior to stabilization of the LID tributary area, and prior to bringing the infiltration trenches into service. The Owner acknowledges and agrees that this plan will be provided with the detailed design of the overall stormwater management system to the satisfaction of the General Manager, Planning, Development and Building Services.</p> <p>MONITORING PROGRAM:</p> <p>15. The Owner acknowledges and agrees that prior to early servicing or registration, whichever is earliest, details and terms of a monitoring program of the overall stormwater management system including</p>	
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	<p>infiltration trenches are to be prepared to the satisfaction of the City. At a minimum, the monitoring program is to include infiltration trench monitoring groundwater level monitoring, and receiving watercourse monitoring. The monitoring plan shall reflect planned phasing of the development. Securities tied to all stormwater management items will not be released until such time as the monitoring program has been completed to the satisfaction of the General Manager, Planning, Development and Building Services. The purpose of the monitoring program is to verify that the design objective of the stormwater management system, including Sufficient Outlet, is met for this development as requested by the City and as indicated in the approved monitoring program.</p> <p>16. The Owner acknowledges and agrees that if monitoring is not complete prior to proceeding with the Phase 2 registration, the Owner shall provide an interim monitoring report. The report shall summarize performance relative to the acceptance criteria and identify any triggered remedial actions to date.</p> <p>17. The Owner shall maintain the infiltration trenches in accordance with the recommendations of the Stormwater Management Plan and to the satisfaction of the General Manager, Planning, Development and Building Services until such time as the infiltration trenches have been given Final Acceptance and assumed by the City.</p> <p>REMEDIAL ACTION PLAN:</p> <p>18. The Owner acknowledges and agrees that prior to early servicing or registration, whichever is earliest, details and terms of a Remedial Action Plan are to be prepared to the satisfaction of the General Manager, Planning, Development and Building Services Department. This plan shall outline the specific measures to be taken should monitoring indicate performance deficiencies.</p> <p>19. The Owner acknowledges and agrees that the Remedial Action Plan must demonstrate that remedial works can be integrated with the approved overall stormwater management system.</p> <p>20. The Owner acknowledges and agrees that should the Monitoring Program demonstrate that the stormwater management system including infiltration trenches is:</p> <ul style="list-style-type: none"> a. Not working in its entirety as designed; b. Not meeting the runoff volume control objectives. 	
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	<p>c. Not projected to meet the runoff volume control requirements throughout its lifecycle up to and including its last day in service before replacement (lifecycle renewal);</p> <p>then the Owner will implement, at the sole cost of the Owner, the necessary measures identified in the Remedial Action Plan to ensure that the runoff volume objective is achieved to the satisfaction of the General Manager, Planning, Development and Building Services Department.</p> <p>21. The Owner agrees that securities for the stormwater runoff volume components within each drainage area will not be released until such time as the drainage area monitoring program is completed and demonstrates that the proposed stormwater management system is working as designed and will achieve the runoff volume control objective to the satisfaction of the General Manager, Planning, Development and Building Services Department.</p>	
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¹ For Clearing Agencies:

"Planning" refers to Planning Services.

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

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

"Legal" refers to Legal Services.

"Parks" refers to Parks and Facilities Planning Services.

"BCS" refers to Building Code Services.

"Transit" refers to Transit Planning.

"Transpo Plg" refers to Transportation Planning.

"Forestry" refers to Forest Management.

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

"Revenue" refers to Revenue Services.

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