

**Ontario Municipal Board**  
Commission des affaires municipales  
de l'Ontario



**ISSUE DATE:** December 18, 2015

**CASE NO(S):** PL131306

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

Applicant and Appellant:	J.P. Chenier Company Ltd
Subject:	Application to amend Zoning By-law No. 2008-250 – Neglect of the City of Ottawa to make a decision
Existing Zoning:	EP and R1D
Proposed Zoning:	Site Specific: R3
Purpose:	To permit the development of a subdivision with single detached homes and townhouse units
Property Address/Description:	6279 Fernbank Road
Municipality:	City of Ottawa
Municipal File No.:	D02-02-13-0057
OMB Case No.:	PL131306
OMB File No.:	PL131306
OMB Case Name:	J.P. Chenier Company Ltd v. Ottawa (City)

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

Applicant and Appellant:	J.P. Chenier Company Ltd
Subject:	Proposed Plan of Subdivision - Failure of the City of Ottawa to make a decision
Purpose:	To permit the development of subdivision with single detached homes and townhouses
Property Address/Description:	6279 Fernbank Road
Municipality:	City of Ottawa
Municipal File No.:	D07-16-13-0016
OMB Case No.:	PL131306
OMB File No.:	PL131398

**PROCEEDING COMMENCED UNDER** subsection 69(3) of the *Planning Act*, R.S.O. 1990, c. P.13, as amended

Appellant:	J.P. Chenier Company Ltd.
Subject:	Protest the levying of fees in relation to an application for plan of subdivision and a zoning bylaw amendment
Property Address/Description:	6279 Fernbank Road
Municipality:	City of Ottawa
OMB Case No.:	PL131306
OMB File No.:	MM130059

**Heard:** April 20 to 28, 2015 in Ottawa, Ontario

**APPEARANCES:**

**Parties**

**Counsel**

J. P. Chenier Company Ltd.

U. Melinz, and B. Hagen

City of Ottawa

T. Marc

Keldine Fitzgerald

**DECISION DELIVERED BY R. G. M. MAKUCH**

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[1] J. P. Chenier Company Limited (“Applicant/Appellant”) has made application for a re-zoning of the subject property to permit single detached and townhouse dwellings as well as a corresponding application for approval of a plan of subdivision seeking approval for 59 single detached dwellings and 81 townhouse units in 20 blocks for a total of 140 units, two public walkway blocks and a storm water pond block. The application was deemed complete on July 16, 2013.

[2] Appeals were filed against City of Ottawa (“City”) Council’s failure to make decisions on these matters within the statutory time frame set out in the *Planning Act* (“Act”).

[3] The subject property is located on the north side of Fernbank Road at the end of Porter Street and Hemlock Avenue, in the community of Stittsville. This is considered to be the third phase of the Cypress Gardens subdivision approved in 1960. It has an area of 6.8 hectares and is undeveloped with a poorly drained area on the west side adjacent to City owned referred to as an Urban Natural Feature (“UNF”).

[4] The area is designated “General Urban Area” on Schedule B in the City’s Official Plan and is zoned “Residential First Density R1D Zone and EP – Environmental Protection” in the City Comprehensive Zoning By-law No. 2008-250.

[5] The re-zoning application sought to rezone the site from “Residential First Density R1D Zone” and “EP - Environmental Protection” to a “Residential Third Density R3 Exception Zone”. A planning rationale report was submitted with the planning applications for plan of subdivision and Zoning By-law amendment approval.

[6] In response to preliminary comments received from the City’s Planning department on the initial subdivision plan, a revised plan of subdivision was prepared comprising of 23 single detached dwelling lots, 13 semi-detached dwelling lots (26 units) and 25 blocks of townhouses (100 units) for a total of 149 units.

[7] The application for zoning by-law amendment was appealed on November 12, 2013 and the application for Plan of Subdivision was appealed on December 16, 2013, on the grounds that the City failed to meet the statutory timelines for approval.

[8] It is noted that City Council refused the applications on April 15, 2015, just prior to the hearing following a recommendation from the City Planning Department. The refusal is on the grounds that there is information lacking as to the serviceability of the site respecting storm management issues and concern that the development as proposed will have adverse impacts on the City owned UNF lands immediately to the west of the subject site.

[9] The applications are also opposed by Keldine Fitzgerald, who purports to speak for the local community.

[10] The issues in this hearing generally relate to storm water management, hydrogeological connectivity, protection of groundwater, compatibility with adjacent existing development and the protection of endangered species.

[11] The issues relating to compatibility with the adjacent residential development and the protection of endangered species have been resolved to the City's satisfaction through draft conditions, although Ms. Fitzgerald continues to oppose the applications on those grounds.

[12] On April 28, 2015, the seventh day of the hearing, following the completion of the evidence and prior to the presentation of final arguments, counsel for the Applicant/Appellant and City as well as Ms. Fitzgerald advised the Board that they had reached an interim agreement towards ultimate settlement of these matters and agreed that the hearing of these appeals would be adjourned *sine die* to allow the parties and their engineers to meet to attempt to resolve all site water issues including the treatment of storm water/water balance to arrive at a solution as to how it should be treated and be dealt with.

[13] It was agreed by the parties that if the engineers for the City and Applicant/Appellant reached an agreement on a solution to these issues, it would not be necessary to obtain a "sign off" from Ms. Fitzgerald. The City and Applicant/Appellant could approach the Board directly for a disposition.

[14] The Board has been advised that the City and Applicant/Appellant have now reached an agreement on the above matters and seek an order from the Board to implement the settlement. Ms. Fitzgerald continues to have concerns with the development.

[15] The Applicant/Appellant relies on the evidence of David Krajaefski, land use planner, Bernie Muncaster, environmental biologist, Bryan Byerley, hydrogeological engineer, Troy Skinner, geotechnical engineer, J. F. Sabourin and Bryan Willcott, civil engineers, as well as Angela Jonkman, civil engineer for the Applicant/Appellant.

[16] The City relies on the evidence of Damien Whittaker, Don Moss, Matthew Hayley, Mark Richardson and Lily Xu.

[17] Ms. FitzGerald relies on the evidence of Faith Blacquiere, Jillian McKim, Robert White, Helmut Gerd-Kroll, Diana Trudeau and Ian McKim all local residents with the exception of Faith Blacquiere.

[18] The parties also agreed that the Board would base its decision on written submissions from counsel as well as from Ms. Fitzgerald.

[19] The Board has considered all of the evidence and finds that the appeals should be allowed for the reasons that follow.

[20] Mr. Krajaefski, the land use planning consultant for the Applicant/Appellant, gave the Board a comprehensive overview of the relevant planning documents in relation to these applications and provided the Board with his opinion that the applications were consistent with the Provincial Policy Statement 2014, and in conformity with the City's Official Plan.

[21] The Official Plan supports new development and intensification in the "General Urban Area" so long as it serves to enhance the area's desirable characteristics and ensure the long-term viability of existing communities.

[22] The existing community character is predominantly low rise (two-storeys or less) and low density housing that is organized in clusters of housing on local streets. The development proposes to place all of the proposed single detached residential lots adjacent to existing single detached residential homes on Elm Crescent and

Meadowland Drive as a means of achieving compatible development with the existing adjacent single detached dwellings. The proposed townhouse units form their own cluster of housing and are located on local streets internal to the development. The Board is satisfied that the proposed development “enhances and builds upon the desirable established road patterns and built form” of the existing community.

[23] Official Plan s. 2.5.1 speaks to the issue of compatibility and defines compatible development as not necessarily new buildings being identical to its surroundings but rather as enhancing the established community and co-existing with existing development without causing undue adverse impact on adjacent properties.

[24] Section 2.5.1, Objective 4 is aimed at new development respecting the character of existing areas and encourages design to integrate new development to complement and enliven the surroundings and complement the massing patterns, rhythm, character and context.

[25] The draft plan of subdivision shows that the development responds favourably to its context by proposing a cluster of housing fronting onto local streets. The development is compatible with its surroundings in terms of building height and massing as proposed single detached units and semi-detached dwellings will abut single detached dwellings on adjacent streets in the existing community.

[26] The Official Plan encourages intensification and greater density in new residential developments throughout the City and the addition of 148 residential units on the subject lands will achieve a more compact urban form.

[27] He also reviewed the criteria under s. 51(24) of the *Planning Act*, and concluded that the approval of the draft plan of subdivision meets the requirements of s. 51(24) of the *Planning Act*. It is not premature and is in the public interest that the subject lands be subdivided by way of a plan of subdivision. The proposed development conforms to the “General Urban Area” designation in the Official Plan and the subject lands are suitable for residential development as set out in the supporting reports filed with the

subdivision application. He was satisfied that adequate infrastructure can be provided to support the proposed development.

[28] This proposed subdivision is within an existing settlement area and makes efficient use of the capacity allocated to this area within the existing infrastructure according to Mr. Krajaefski. The subdivision is not premature as it is surrounded by registered plans of subdivision and is the third and final phase of the Cypress Gardens subdivision. It makes use of existing municipal services and will assist the City in meeting its needs for a range of housing types. The subdivision conforms to the Official Plan which designates the site as “General Urban Area”. All types of housing are permitted in this designation and all of the lots proposed for single detached housing and two of the lots proposed for semi-detached housing abut existing single detached housing. The streets proposed within the subdivision connect to two existing registered public streets on adjacent lands. The streets within the draft plan are local streets and use the standard City of Ottawa 18 m width of right-of-way. The road system in the area is adequate and appropriate to support this development. A traffic impact study prepared by a qualified transportation engineer was filed with the subdivision application for the subject lands, which confirmed that the street network is adequate both within the subdivision and in the vicinity of the site. The Board is satisfied that traffic is simply not an issue. The proposed lot frontages and lot areas are appropriate for the type of housing on which they are to be sited. They are consistent with other contemporary subdivisions including those in the adjacent Westwood subdivision to the west and the Traditions subdivision to the south.

[29] The requested R3 Exception Zone will permit single detached dwellings on lots with a least 12 m of lot width and 360 square metres (“sq m”) of lot area. The minimum front yard setback will be 3 m, with 1.2 m side yards and 3 m corner side yards. The minimum rear yard will be 6m in depth. The maximum building height will be 11 m. Although the minimum front yard setback is 3 m, by recessing the garage back from the front face of the dwelling, it is possible to achieve a legal parking space in front of the garage as well as within the garage itself. This recession of the garage from the front

face of the building is a desirable design feature and avoids the domination of garages at the front of single detached dwellings which is a less attractive streetscape.

[30] In addition, the requested R3 Exception Zone will permit semi-detached dwelling units on lots with at least 6 m of lot width, 180 sq m of lot area and a front yard setback of 6 m. The minimum corner side yard and rear yard will be the same as single detached dwellings and the minimum side yard will be 0.9 m. The maximum building height will also be 11 m.

[31] The townhouse units will have at least 6 m of lot width, 150 sq m lot areas with a front yard and corner side yard setback of 3 m, a minimum side yard of 1.2 m, a minimum rear yard of 6 m and a maximum building height of 11 m.

[32] The lot width and lot area of the single detached dwellings and townhouse units are consistent with those in the adjacent Westwood subdivision to the west as well as the subdivision to the south.

[33] Flood control is being designed through the subdivision lot grading, drainage and servicing plans to meet Ministry of the Environment Guidelines. Due to the need to add up to approximately 3.5 m of fill prior to development, it is not possible to conserve natural resources on-site. However, the Environmental Impact Statement Update dated March 2015, for the site contains a series of recommendations that will conserve natural resources on adjacent City owned lands to the west of the site and attempt to conserve natural resources on the west periphery of the site where grading and other servicing constraints permit.

[34] The Applicant/Appellant had sought approval for 149 lots being a mix of 23 single, 26 semi-detached and 100 townhouse units during the course of the hearing but is now seeking approval for 148 lots. There are now only two single lots on Meadowland rather than three following the discussions with the City.



[35] There is substantial detailed evidence before the Board respecting water issues, particularly with respect to storm water management, including the pre-development and post-development flow scenarios as well as the appropriate way to treat storm water from the subject site. The potential impact on the adjacent UNF was of particular concern for the City and the community.

[36] The City and Applicant/Appellant now agree that the site is serviceable following the discussions that took place between the parties following the adjournment of the hearing on April 28, 2015. The Board notes that the City's Planning Committee and City Council have re-considered these applications and have now concurred in supporting the draft approval and zoning by-law amendment sought at its meeting on October 28, 2015.

[37] The Board is satisfied based on Mr. Krajaefski's evidence that the proposed development as amended represents appropriate land use planning as it is consistent with the Provincial Policy Statement 2014, is in conformity with the City's Official Plan and that the criteria set out in s. 51(24) were satisfied and that the draft plan of subdivision approval should be granted.

[38] The Applicant/Appellant has now satisfied the City's concerns in relation to the serviceability of the site, and that there is no negative impact or anticipated threat to the UNF or public safety associated with off-site storm water issues created by the development of the site.

[39] It is noted that the City has been studying the flooding problem and concerns raised by the community and that solutions are being developed and will be implemented by the City.

[40] The evidence demonstrates that residential development of the site is appropriate and possible and is not premature given the Official Plan designation and zoning in place for the site and the agreement reached between the City and Applicant/Appellant respecting a storm water management plan.

[41] Development of the site with medium and low density residential units is compatible with the adjacent plans of subdivision. The medium density units will be constructed on the interior of the site to provide a buffer to the existing single density units that surround the site on three sides; in other words, singles will generally back on to singles.

[42] The Board is satisfied that the draft conditions agreed to by the City and Applicant/Appellant are fair and reasonable.

[43] Ms. Fitzgerald did not adduce any cogent evidence upon which the Board could rely to refuse the appeals. The Board is satisfied that the concerns she has raised on behalf of the community have been addressed by the Applicant/Appellant and the City.

[44] The Board finds that the proposed development and amendment to the Zoning By-law constitute good land use planning and design. It is in the public interest that the proposed development be approved. Approval of the development and related amendment to the zoning by-law are consistent with the Provincial Planning Statement 2014; in conformity with the City Official Plan; generally consistent with the City Urban Design Guidelines for Greenfield Neighbourhoods; and, appropriate for the development of the Lands.

[45] Accordingly, the Board hereby allows the appeals and amends Zoning By-law No. 2008-250 in accordance with the zoning schedule agreed to by the City and the Applicant/Appellant submitted in November 2015 (Documents 5 and 6 submitted by the City as Attachments 1 and 2 hereto. The Board will withhold issuance of its order pending receipt of the final form of the amendment from the City.

[46] Furthermore, the Board gives its approval to the Draft Plan of Subdivision submitted November 2015 (Attachment 3) as well as the Draft Conditions jointly

submitted by the City and the Applicant/Appellant dated November 18, 2015, being Attachment 4 hereto.

[47] The Board will remain seized with the s. 51 appeal respecting the plan of subdivision and may be spoken to if changes to the draft plan or conditions requested are deemed necessary or if there are any difficulties implementing or clearing the draft conditions.

*"R. G. M. Makuch"*

R. G. M. MAKUCH  
MEMBER

If there is an attachment referred to in this document,  
please visit [www.elto.gov.on.ca](http://www.elto.gov.on.ca) to view the attachment in PDF format.

**Ontario Municipal Board**

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# ATTACHMENT 1

## Document 5 - Preliminary Zoning By-law Amendment Details

Proposed changes to the Zoning By-law No. 2008-250 for Part of 5786 Fernbank Road:

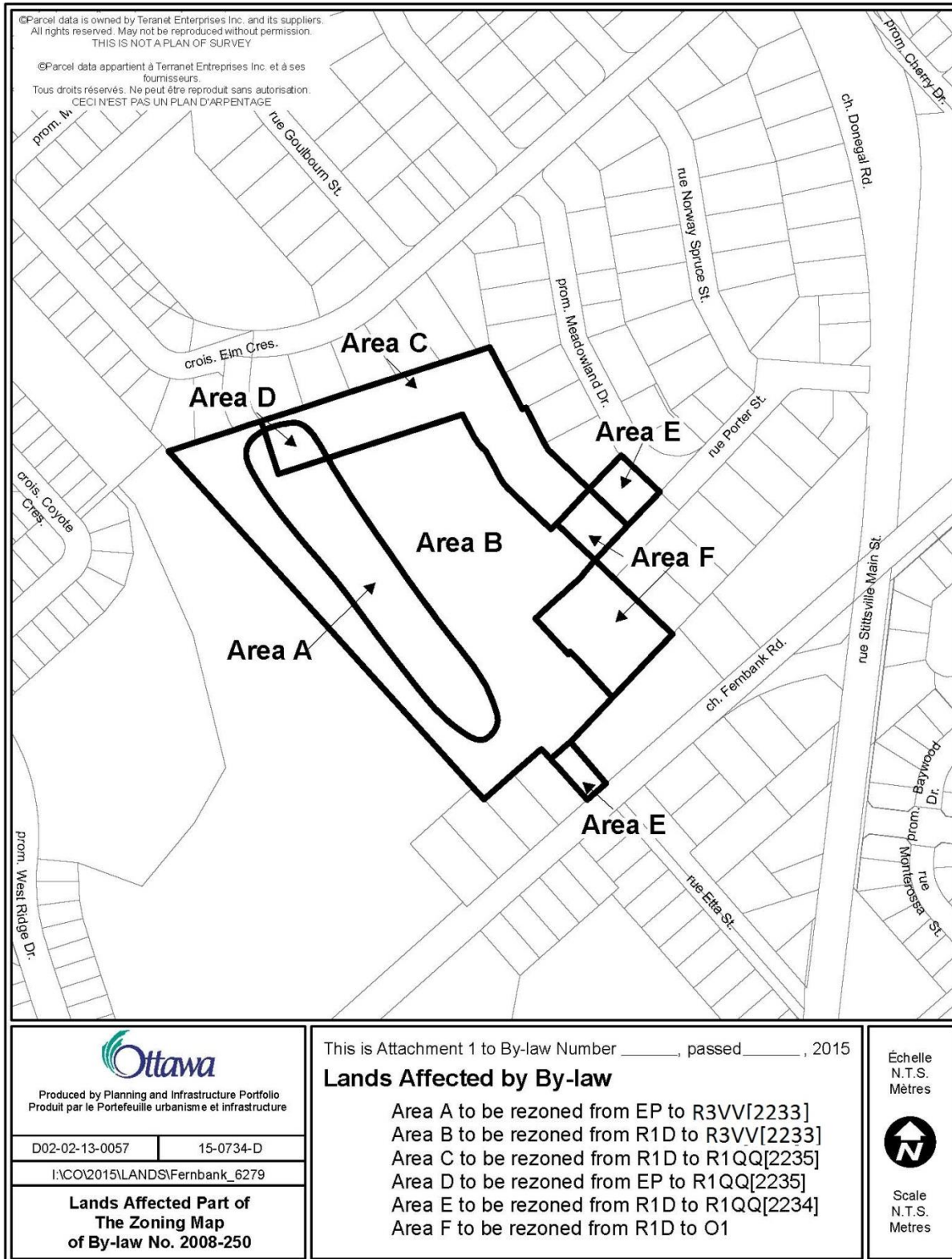
1. The Zoning Map of By-law No. 2008-250 be amended by rezoning the lands shown on Document 6 as follows:
  - (a) Area A from EP to R3VV[2233],
  - (b) Area B from R1D to R3VV[2233],
  - (c) Area C from R1D to R1QQ[2235],
  - (d) Area D from EP to R1QQ[2235],
  - (e) Area E from R1D to R1QQ[2234]
  - (f) Area F from R1D to O1
2. Section 239 – Urban Exceptions of the said By-law No. 2008-250 ~~is~~ **be** amended by adding the following exception:

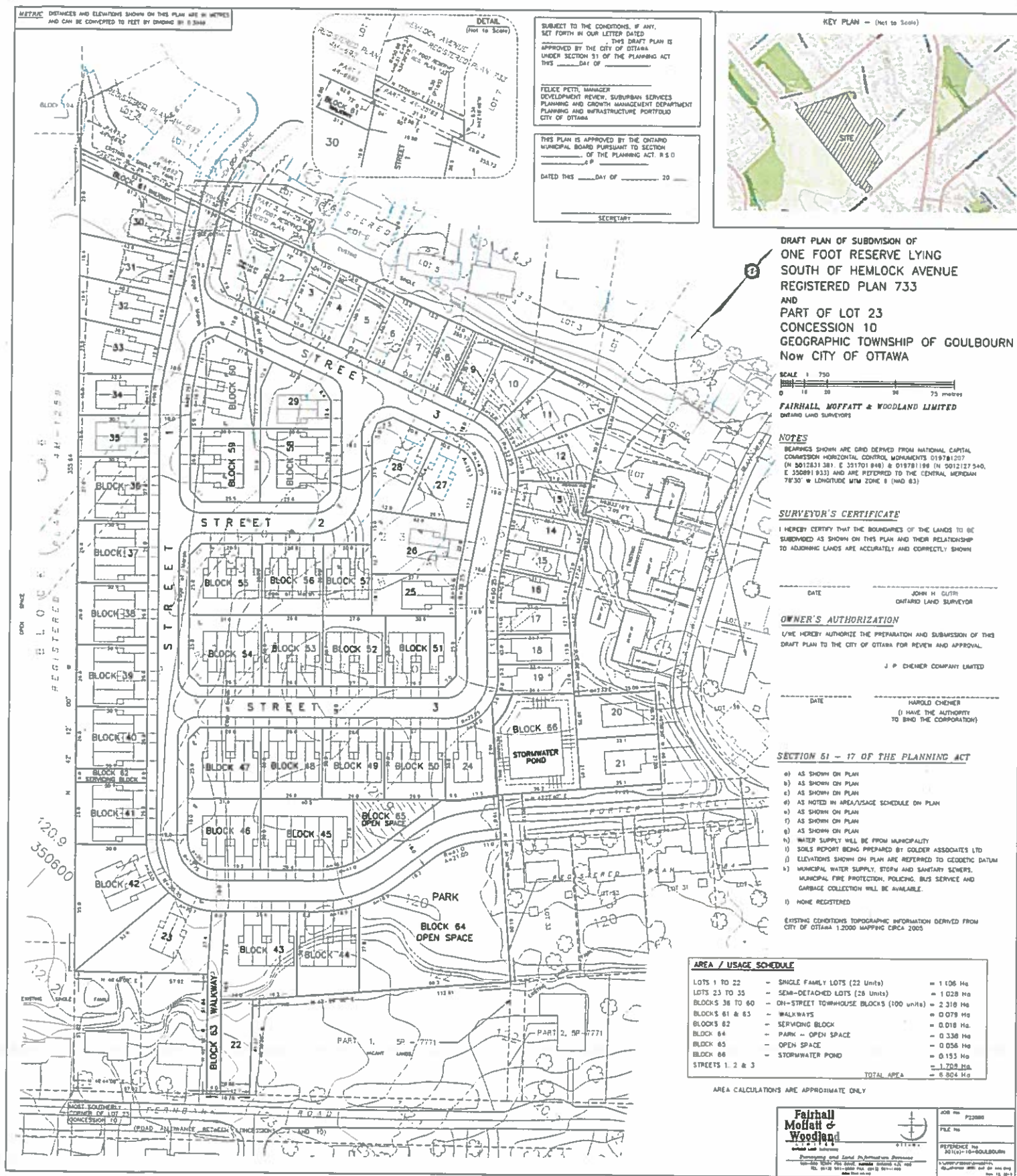
I Exception Number	II Applicable Zone	Exception Provisions		
		III Additional Land Uses Permitted	IV Land Uses Prohibited	V Provisions
2233	R3VV[2233]		- planned unit development	- minimum lot width for semi-detached dwelling per unit: 6.0 metres  - minimum lot area for semi-detached dwelling per unit: 180 m <sup>2</sup>  - the minimum setback between the vehicular entrance to a private garage or carport and an existing or planned sidewalk or street is 6.0 m.

2234	R1QQ[223 4]			<ul style="list-style-type: none"> <li>- minimum rear yard setback: 7.0 metres</li> <li>- the minimum setback between the vehicular entrance to a private garage or carport and an existing or planned sidewalk or street is 6.0 m.</li> </ul>
2235	R1QQ[223 5]			<ul style="list-style-type: none"> <li>- minimum rear yard setback: 9.0 metres</li> <li>- the minimum setback between the vehicular entrance to a private garage or carport and an existing or planned sidewalk or street is 6.0 m.</li> </ul>

# ATTACHMENT 2

## Document 6 – Preliminary Rezoning Map





# ATTACHMENT 4

File: D07-16-13-0016  
November 18, 2015

**MENU OF CONDITIONS**  
**FOR DRAFT APPROVAL**  
**THOMAS CAVANAGH CONSTRUCTION LTD.**  
**6279 FERNBANK ROAD**  
**THE CHENIER'S LAND/CYPRESS GARDENS PHASE 3**  
  
**DRAFT APPROVED DD/MM/YYYY**

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The City of Ottawa's conditions applying to the approval of the final plan for registration of J.P. Chenier Company Ltd.'s subdivision at 6279 Fernbank Road (File No. D07-16-13-0016, also known as the Chenier's Land or Cypress Gardens Phase 3) are as follows:

This approval applies to the draft plan certified by John Gutry, Surveyor, Ontario Land Surveyor, dated XXX showing the "Chenier's Land" development.

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.

**Clearing  
Agency**

**General**

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| 1. | Prior to the issuance of a Commence Work Notification, or starting any work on site, the Owner shall obtain such permits as may be required from Municipal or Provincial authorities and shall file copies thereof with the General Manager, Planning and Growth Management.   | <b>OTTAWA<br/>Planning</b> |
| 2. | Prior to commencing construction, the Owner shall enter into a subdivision agreement with the City. The subdivision agreement shall, among other matters, require that the Owner post securities in a format approved by the City Solicitor, in an amount of 100% of the estimated cost of all works, save and except non-municipal buildings. The aforementioned security for site works shall be for works on both private and public property and shall include, but not be limited to, lot grading and drainage, landscaping and driveways, roads and road works, road drainage, underground infrastructure and services (storm, sanitary, watermains), streetlights, stormwater management works. The amount secured by the City shall be determined by the General Manager, Planning and Growth Management, based on current City tender costs, which costs shall be reviewed and adjusted annually. Engineering, Inspection and Review fees will be collected based on the estimated cost of the works as noted herein and in accordance with the City's Planning Fees By-laws, as amended. | <b>OTTAWA<br/>Planning</b> |
| 3. | The Owner acknowledges and agrees that any residential blocks for street-oriented dwelling units on the final Plan shall be configured to ensure that there will generally be no more than 25 units per block.   | <b>OTTAWA<br/>Planning</b> |
| 4. | 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.   | <b>OTTAWA<br/>Legal</b>    |

The Owner shall provide to the General Manager, Planning and Growth Management an acknowledgement from those purchasers who signed a purchase and sale agreement before the Plan was draft approved, that the Plan 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.

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| 5. | 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 and Growth Management staff and until the City issues a Commence Work Notification. | <b>OTTAWA<br/>Planning</b> |
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**Zoning**

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| 6. | 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 Municipal Board exhausted.           | <b>OTTAWA<br/>Planning</b> |
| 7. | The Owner undertakes and agrees that prior to the registration of the Plan of Subdivision, the Owner shall deliver to the City a certificate executed by an Ontario Land Surveyor showing that the area and frontage of all lots and blocks within the Subdivision are in accordance with the applicable Zoning By-law. | <b>OTTAWA<br/>Planning</b> |

**Roadway Modifications**

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| 8. | The Owner shall pay all expenses associated with all works related to roadway modifications, and shall provide financial security in the amount of 100% of the cost of implementing the required works. | <b>OTTAWA<br/>Planning</b> |
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**Highways/Roads**

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| 9.  | 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 Brief (based on the proposed unit number of 149 units). The study shall comply with the City of Ottawa's Transportation Impact Assessment Guidelines. The Owner agrees to revise the Draft Plan in accordance with the recommendations of the study to the satisfaction of the General Manager, Planning and Growth Management.  | <b>OTTAWA<br/>Planning</b> |
| 10. | The Owner shall provide for temporary turn-arounds for all streets terminating at the edge of any phase of development, prior to registration of the Plan, to the satisfaction of the General Manager, Planning and Growth Management. 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 turn-arounds. Turning circle(s) may include a 0.3 metre reserve along the perimeter of any temporary turning circle(s), to the satisfaction of the General Manager, Planning and Growth Management. 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. | <b>OTTAWA<br/>Planning</b> |
| 11. | Any dead ends and/or open spaces of road allowances created by this plan   | <b>OTTAWA</b>              |

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|            | of subdivision shall be terminated in 0.3 metre reserves. This may include a 0.3 metre reserve along any temporary turning circle(s).  | <b>Planning<br/>Legal</b>              |
| <b>12.</b> | The Owner shall provide site triangles on the final plan:<br>local to local: 3x3m,<br>local to collector : 5x5m,<br>collector to collector : 5x5m, and<br>collector to arterial : 5x5m.  | <b>OTTAWA<br/>Planning<br/>Legal</b>   |
| <b>13.</b> | The Owner agrees to provide a construction traffic management plan for the subdivision prior to the earlier of registration of the Agreement or early servicing. Such plan shall be to the satisfaction of the General Manager, Planning and Growth Management.  | <b>OTTAWA<br/>Planning</b>             |
| <b>14.</b> | All streets shall be named to the satisfaction of the Director of Building Code Services and in accordance with the Municipal Addressing By-law or the Private Roadways By-law as applicable.  | <b>OTTAWA<br/>Planning<br/>BCS</b>     |
| <b>15.</b> | The design of all roads and intersections shall be to the satisfaction of the General Manager, Planning and Growth Management.   | <b>OTTAWA<br/>Planning</b>             |
| <b>16.</b> | Where land has been dedicated for road widening purposes as part of the planning process, where the Owner receives no financial compensation or in-kind consideration in exchange for the widening, and where the City deems that the land is no longer required for that purpose, the lands may be conveyed back to the original Owner, or its successor in title, for \$1.00. The Owner, or its successor in title, will be responsible for all costs to complete said conveyance, including an administrative fee.  | <b>OTTAWA<br/>Planning</b>             |
| <b>17.</b> | The Owner acknowledges that the construction of buildings may be restricted on certain lots and/or blocks until such time as Road connections are made so that snowplow turning and garbage collection can be implemented to the satisfaction of the General Manager, Planning and Growth Management.  | <b>OTTAWA<br/>Planning</b>             |
| <b>18.</b> | Road Modifications<br><br>The Owner agrees that the owner is responsible for the following, if required by the before mentioned Transportation Brief in condition 9:<br><br>i) A south bound right turn lane and a northbound left turn lane at the intersection(s) of Stittsville Main Street and Elm Crescent;<br>ii) An Roadway Modification Approval report is required;<br>iii) The cost estimate for the road works will identify the funding required for the off-site works to be included in Schedule B/C; and<br>iv) The developer is responsible to submit 80% complete detailed design drawings. | <b>OTTAWA<br/>Planning<br/>Transp.</b> |

### **Public Transit**

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| <b>19.</b> | The Owner shall ensure that the staging of the Subdivision, including the | <b>OTTAWA</b> |
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|            | construction of dwellings, roadways, walkways, and paved passenger standing areas, or shelter pads, shall occur in a sequence that permits the operation of an efficient, high quality transit service at all stages of development.  | <b>Transit</b>                         |
| <b>20.</b> | The Owner shall orient dwellings and vehicular accesses in the vicinity of bus stops in such a manner as to avoid traffic conflicts and visual intrusion and to submit plans to Planning and Growth Management for approval indicating the orientation of all dwellings and private accesses in the vicinity of all bus stop locations.   | <b>OTTAWA<br/>Transit<br/>Planning</b> |
| <b>21.</b> | The Owner shall inform all prospective purchasers, through a clause in all agreements of Purchase and Sale and indicate on all plans used for marketing purposes, those streets identified for potential transit services, the location of the bus stops, paved passenger standing areas, or shelters pads and shelters, any of which may be located in front of or adjacent to the purchaser's lot at any time.  | <b>OTTAWA<br/>Transit</b>              |
| <b>22.</b> | The Owner agrees to implement a Transit Service Strategy in accordance with the Official Plan. The Owner, together with the City, will determine the method and means by which the developments, as well as adjacent areas, can be efficiently and effectively serviced by transit. The Owner shall enter into an agreement with the Transit Services Branch, prior to the registration of the subdivision, to outline the provision of interim bus service. Said agreement shall include, but not be limited to, the following: establishment of routes and stops and levels of service and provision and maintenance of stops and turnarounds. The agreement may include: funding and cost-sharing arrangements and timing and triggers for the transfer of responsibility to City. | <b>OTTAWA<br/>Transit</b>              |

**Geotechnical**

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| <b>23.</b> | The Owner covenants and agrees that the following clause shall be incorporated into all agreements of purchase and sale for Lots 1 to 24, Lots 31 to 36 and Blocks 37 to 45 (lots and blocks along the perimeter of the property), and registered separately against the title: "The Owner acknowledges that special soils conditions may exist on this lot which will require:<br>(a) a geotechnical engineer licensed in the Province of Ontario to approve any proposal or design for a swimming pool installation on this lot prior to applying for a pool enclosure permit or installing the pool; and<br>(b) the Owner to submit a copy of the geotechnical engineer's report and the slope stability report to the General Manager, Planning and Growth Management at the time of the application for the pool enclosure permit. | <b>OTTAWA<br/>Planning</b> |
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The Owner also acknowledges that said engineer will be required to certify that the construction has been completed in accordance with his/her recommendation and that a copy of the certification or report will be submitted to the General Manager, Planning and Growth Management."

- 24.** The Owner shall submit a geotechnical report prepared in accordance with the City's approved *Geotechnical Investigation and Reporting Guidelines for Development Applications in the City of Ottawa* by a geotechnical Engineer, licensed in the Province of Ontario, containing detailed information on applicable geotechnical matters and recommendations to the satisfaction of the General Manager, Planning and Growth Management, that, where applicable, includes, but is not limited to:
- a. existing sub-surface soils, groundwater conditions;
  - b. maintenance of groundwater conditions;
  - c. slope stability and erosion protection, in addition to any building construction requirements adjacent to slopes proscribed in the City's approved Slope Stability Guidelines for Development Applications;
  - d. design and construction of underground services to the building, including differential settlement near any buildings or structures;
  - e. design and construction of roadways, fire routes and parking lots;
  - f. design and construction of retaining walls and/or slope protection;
  - g. design and construction of engineered fill;
  - h. design and construction of building foundations;
  - i. site dewatering;
  - j. tree planting;
  - k. support for the stormwater design, as required;
  - l. design and construction, or exclusion, of swimming pools or spas;
  - m. any restrictions to landscaping, in particular the type and size of trees and the proximity of these to structures/buildings; and
  - n. design and construction of park blocks.

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All reports shall be to the satisfaction of the General Manager, Planning and Growth Management.

#### **Sidewalks, Walkways, Fencing, and Noise Barriers**

- 25.** The Owner shall construct a 1.8 metre pathway within Blocks 62 and 64, to the satisfaction of the General Manager, Planning and Growth Management.
- 26.** Block 62 walkway extension
- The Owner agrees to extend the walkway in Block 62 to connect to the existing walkway within the Coyote Run Park, all to the satisfaction of City of Ottawa. The connection shall be designed as a Nature Trail as defined and described in the Park and Pathway Development Manual.
- 27.** The Owner agrees to design and construct, at no cost to the City, sidewalks in accordance with City Specifications along one side of Street No. 1, from the end of Park Block 65 to the south side of Elm Crescent, all to the satisfaction of the City of Ottawa.
- 28.** The Owner agrees to design and construct, at no cost to the City, fully accessible walkways and related works through the length of the public lands identified on the Plan in accordance with City specifications, as may

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be required through the detailed design, all to the satisfaction of the City of Ottawa:

- Park Block 65.

- 29.** The Owner agrees to design and construct, at no cost to the City, 1.5 metre black vinyl-coated chain link fences in accordance with the Fence By-law and all other City Specifications, at the following locations:
- Along the perimeter of the Park Block 65, 0.15 metre inside the Park Block where not abutting a public street;
  - Along the perimeter of the Stormwater Management Pond Block 67, 0.15 metre inside the Stormwater Management Pond Block where not abutting a public street;
  - Along the two sides of the Walkway Blocks 62 and 64, 0.15 metre inside the Walkway Blocks;
  - Along the perimeter of the City owned Urban Natural Feature, inside private properties (Lots 31-36, Blocks 37-43) and the Servicing Block 63.
- All to the satisfaction of the General Manager, Planning and Growth Management.
- 30.** No access
- No access from private property to public property (Park Block 65, Stormwater Management Pond Block 67, Servicing Block 63 and Walkway Blocks 62 and 64) will be allowed. The Owner shall place the following clause in each Agreement of Purchase and Sale and in Deeds for all Lots and Blocks abutting the before mentioned public property blocks:
- “The Transferee for himself, his heirs, executors, administrators, successors and assigns acknowledges being advised that gates accessing public property are not permitted in the fences.”
- 31.** The Owner agrees to design and construct, at no cost to the City, 1.8 metre wood privacy fences in accordance with the Fence By-law and all other City Specifications, at the following locations:
- along the property line where abutting existing homes
- 32.** If applicable, the Owner agrees, to design and erect, at no cost to the City, noise attenuation barriers in accordance with City specifications at the locations according to the Noise Study, that is to be reviewed and accepted by the City of Ottawa.
- 33.** The Owner agrees that any noise attenuation barrier required to be installed under this Agreement, shall be located a minimum of 0.30 metres inside the property line of the private property, and the location of the fence shall be verified by an Ontario Land Surveyor, prior to the release of securities for the noise attenuation barrier.
- 34.** The Owner agrees to design and erect, at no cost to the City, 1.8 metre high, 9-gauge galvanized chain link fence in accordance with City

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Specifications at the following locations:

- Where there will be a major grading difference, for example, a retaining wall

35. The Owner shall insert a clause in each agreement of purchase and sale and Deed for lands which fences have been constructed stating that: **OTTAWA Planning**

"Purchasers are advised that they must maintain all fences in good repair, including those as constructed by the developer, along the boundary of this land, to the satisfaction of the General Manager, Planning and Growth management. The Purchaser agrees to include this clause in any future purchase and sale agreements".

**Landscaping/Streetscaping**

36. The Owner agrees that for all single detached and semi-detached lots, a minimum of 1 tree per interior lot and 2 trees per exterior side yard lots shall be provided on the Landscape Plan to the satisfaction of the General Manager, Planning and Growth Management. Said streetscape plan shall also include trees at a 6-8 metre on-centre separation distance the full extent of the road right-of-way abutting the future park block(s). Should specific site constraints prevent said allocation of trees, the required plantings shall be provided within any proposed park(s), open space or environmental blocks, non-residential road right-of-way frontages, stormwater management facility(s), or other suitable alternative location, to the satisfaction of the General Manager, Planning and Growth Management. **OTTAWA Planning**

37. The Owner agrees to have a landscape plan for the draft plan of subdivision prepared by a Landscape Architect. The landscape plan shall include detailed planting location and species list, pathway width and materials, access points, fencing requirements and fencing materials and shall be approved by the General Manager, Planning and Growth Management prior to subdivision registration. **OTTAWA Planning Forestry**

38. The Owner agrees to implement the approved landscape plan to the satisfaction of the General Manager, Planning and Growth Management. **OTTAWA Planning Forestry**

39. The Owner agrees to have a tree conservation report prepared by an arborist, forester, landscape architect, or other qualified professional, to be coordinated with the grading and drainage plan. The tree conservation report will identify the vegetation communities and specimens that are to be preserved, to the satisfaction of the General Manager, Planning and Growth Management. **OTTAWA Planning Forestry**

40. The Owner agrees to implement the approved tree conservation report measures, prepared in accordance with City Specifications and Standards following registration of the plan, at the cost of the Owner. The Owner shall provide the General Manager, Planning and Growth Management with an arborist's, forester's, landscape architect's, or other qualified professional's certification that the plan has been fully implemented. **OTTAWA Planning Forestry**

41. The Owner shall implement the protection measures outlined in the tree conservation report, to ensure preservation of the trees identified for protection, to the satisfaction of the General Manager, Planning and Growth Management. **OTTAWA Planning Forestry**

42. Sufficient Soil **OTTAWA Planning Forestry**

The Owner agrees to ensure that there will be sufficient soil for the planted trees to grow, as indicated below which will be properly shown on the streetscape plan(s), all to the satisfaction of City of Ottawa.

	Single Tree			Multiple/Shared Trees (ex. In planting trench)		
Tree Height at Maturity	Tall	Medium	Short	Tall	Medium	Short
Required soil volume (m3) per tree	30	25	15	18	14	9
Minimum Soil Depth (m)	1.3	1.3	1.3	1.3	1.3	1.3

### **Parks**

43. The Owner covenants and agrees that the parkland dedication requirement has been calculated at a rate of 1.0 hectare per 300 units. The Owner agrees that for totally proposed 149 units, the parkland dedication for the subdivision will be a minimum of 0.497 hectares. This dedication will be taken as a combination of parkland and cash-in-lieu of land, as stated in Condition 44 (P2). In the event that the number of units changes, the required cash-in-lieu of land will also change. **OTTAWA Planning Park**

44. In accordance with the *Planning Act* and the City of Ottawa Parkland Dedication By-law, the Owner agrees to convey Blocks 65 (0.338 hectares) to the City, at no cost, as dedicated parkland. The size and configuration of the Block on the Final Plan shall be to the satisfaction of the General Manager, Planning and Growth Management. The remaining parkland dedication (0.159 hectares) will be provided through cash-in-lieu prior to registration, such value of the land to be determined by the City's Real Estate Partnerships Development Office. The Applicant shall be responsible for any appraisal costs incurred by the City. **OTTAWA Planning Park**

45. All Owner obligations associated with the Park Block 65 must be completed to the satisfaction of the General Manager of Planning and Growth Management within two years of registration **OTTAWA Planning Park**

46. 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 dedicated park blocks without the prior written approval of the General Manager, Planning and Growth Management. **OTTAWA Planning**

47. 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 65 will not form part of the required **OTTAWA Planning**



*Planning Act* parkland dedication requirements at the discretion of the General Manager, Planning and Growth Management.

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| 48. | The Owner agrees prior to an early servicing permit being issued, or at a time otherwise determined by the General Manager, Planning and Growth Management, to prepare and submit to the City for approval a facility fit plan detailing the park amenities in each park block. The list of park amenities to be provided in each park block will be provided by City staff to the Owner. The facility fit plan will provide direction for the location of services to be dropped at the park and will take into consideration the proposed grading in relation to the surrounding lands. The park facility fit plan will also identify area of existing vegetation that can be preserved within the park block as approved by city staff .The Facility Fit Plan will be prepared as per Section 4.0 of the City of Ottawa Park and Pathway Manual.  | <b>OTTAWA<br/>Planning</b> |
| 49. | The Owner agrees the park block must be fully developable based on a geotechnical report to the satisfaction of the General Manager Planning and Growth Management. If any constraints to development of the park block are found the measures necessary to mitigate the constraints and to provide a subgrade suitable for the intended park uses as identified in the Facility Fit Plan will be undertaken by the Owner to the satisfaction of the General Manager Planning and Growth Management.   | <b>OTTAWA<br/>Planning</b> |
| 50. | Once a Facility Fit Plan is submitted and approved by the General Manager Planning and Growth Management, and after tree preservation fencing has been installed on the park(s) as noted in the Facility Fit plan and as approved by the General Manager Planning and Growth Management, the Owner may remove the topsoil from the park block to facilitate rough grading of the area. It is agreed that the Owner may stockpile the topsoil either on or off the park site. 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 block as per City Standards.   | <b>OTTAWA<br/>Planning</b> |
| 51. | The City acknowledges and agrees that the Owner may use the park outside of the protected park areas as noted in condition P6 (48) for the stockpiling of materials or staging as needed. The Owner acknowledges that, in the event that the Owner chooses to use the Park(s) for stockpiling or staging, once this use of the parkland is completed all materials will be removed from the park block and a geotechnical report will be submitted by a qualified engineer ensuring that the subgrade is suitable for final park development and that no contaminants have been deposited on the park block. The geotechnical report must indicate the level of soil compaction on the site and conform to City Standards, all to the satisfaction of the General Manager, Planning and Growth Management. Any remediation required to the park as a result of the developers use of the park block will be at the Owners expense and will be in addition to the estimated Park budget calculated at the pre hectare rate of \$480,443, as indexed and such remediation work shall be completed to the satisfaction of the General Manger, Planning and Growth Management. | <b>OTTAWA<br/>Planning</b> |

- 52.** The Owner further agrees to prepare and submit upon registration of the subdivision to the satisfaction of the General Manager Planning and Growth Management for approval a Park Concept Plan which will be prepared as per criteria outlined in the Park and Pathway Manual and based on the Facility Fit plan layout noted in condition P6 (48) **OTTAWA Planning**
- 53.** If required as per the approved subdivision grading plan, it is the responsibility of the Owner to fill where necessary, with clean earth fill, compact and level the park block accordingly, providing for positive surface drainage, as per the City's standards for park filling. The General Manager, Planning and Growth Management shall approve all works and fill materials prior to being placed on site. **OTTAWA Planning**
- 54.** The Owner shall grade areas of parkland where necessary, to the satisfaction of the General Manager, Planning and Growth Management, so as to provide a uniform surface, free of debris, necessary to establish a safe clean and maintainable surface. Park Blocks shall be graded in accordance with the approved Grading Plan for the plan of subdivision. **OTTAWA Planning**
- 55.** Unless otherwise specified the Owner shall provide the following services and utilities to all Park Blocks: **OTTAWA Planning**
- a) A 300 mm diameter storm sewer and CB/MH at 2 m inside the park property line, or an alternative storm servicing option
  - b) A 50 mm diameter water line complete with standpost at 2 m inside the park property line.
  - c) 150 mm diameter sanitary sewer and MH at 2 m inside the park property line, if possible and if required.
  - d) A 120/240 volt, 200 ampere single phase hydro service at 2 m inside the park property line. The Owner is responsible for making all arrangements and coordinating the connection of the new hydro service, including costs and inspections, with the respective electrical agencies.
- All Works shall be shown on the approved drawings and shall be subject to the approval of the General Manager, Planning and Growth Management.
- 56.** The Owner shall install fencing of uniform appearance and quality, with a minimum height of 1.5 m along the common boundary of all residential lots and blocks and ravine lands, and hazard lands which abut public walkways and Park Blocks. Fences shall be installed 0.15 m on the park side of the common property line, and the location of the fence shall be verified by an Ontario Land Surveyor. Fence materials will be of commercial grade and consist of heavy duty 6 gauge black vinyl coated chain link material and black powder coated schedule 40 pipe rails and posts or an approved alternative. **OTTAWA Planning**
- 57.** No access from private property to public property (i.e. park) will be allowed. The Owner shall place the following clause in each Agreement of Purchase and Sale and in Deeds for all Lots and Blocks **OTTAWA Planning**

"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."

- 58.** The Owner shall include a clause in each Agreement of Purchase and Sale and in Deeds for 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:
- a) active hard surface and soft surface recreational facilities
  - b) recreation and leisure facilities
- 59.** The Owner acknowledges and agrees to design and construct at its cost the parkland, identified as Block 65 in accordance with City Specifications and Standards. The Owner further agrees to provide design plans (construction working drawings) for the park(s) at his expense to the satisfaction of the General Manager Planning & Growth Management. The plans will detail the designs, costs and amenities to be provided in each park. The expected cost of the design, construction, review and inspection of these parks will be in accordance with the rate per hectare and indexing rate utilized for park development by the City at the time of registration of each phase of development. The anticipated park cost is based on \$480,443 per hectare, or \$162,390 for 0.338 hectares of parkland. The final budget for design, construction, review and inspection shall be subject to approval by the City. The Owner shall submit drawings and documents for the parks to the City for approval, in accordance with the current Parks Development Business Process and to the satisfaction of the General Manager, Planning and Growth Management.
- The above clause is subject to the City not imposing development charges after October 1, 2014, on the subject lands for local and community parks.
- 60.** The Owner acknowledges and agrees that the park design , construction, review and inspection budget, as per Condition 59 (P17) hereof, does not include any preliminary and/or remedial work necessary to bring the park block to a minimum development standard including, if necessary, the removal of trees to meet the approved subdivision grading plan. This shall be at the cost of the Owner and to the satisfaction of the General Manager, Planning and Growth Management. These works are as identified within these Conditions.
- 61.** The Owner acknowledges and agrees that, if the approved park concept design contains amenities proposed by the Owner that exceed the standard park design and construction budget, and if securities are not retained by the City for these items, the City shall not be responsible for these items in the event that the City must complete the park.
- 62.** 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

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transferred blocks and that said transfer will in no way exonerate the Owner from its responsibility to design and construct the park pursuant to the terms of this agreement.

### **Environmental Constraints**

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| 63. | The Owner shall have an Integrated Environmental Review prepared, in accordance with the policies of the Official Plan, to the satisfaction of the General Manager, Planning and Growth Management, prior to registration. The updated report shall demonstrate that there is no negative impact to the adjacent Urban Natural Feature (UNF).   | <b>OTTAWA<br/>Planning<br/>Environ.<br/>MVCA</b> |
| 64. | <p>The Owner acknowledges and agrees that the development shall have no negative impact on the ecological functions of the adjacent Urban Natural Feature. An Environmental Impact Statement completed to the satisfaction of the General Manager, Planning and Growth Management and the study shall demonstrate that there are no negative impacts on the natural features and functions of the Urban Natural Feature as per the Council-approved Environmental Impact Statement and Official Plan Section 4.7.8.</p> <p>The EIS shall demonstrate that there is no significant habitat of endangered and threatened species on the site or adjacent to it and that those species, if present, are protected, and as in accordance with the Ontario Municipal Board decision.</p> <p>The Owner acknowledges and agrees that the construction of the subdivision shall be in accordance with the recommendations of said Environmental Impact Statement.</p> | <b>OTTAWA<br/>Planning<br/>Environ.<br/>MVCA</b> |
| 65. | The Owner shall erect temporary protective fencing along the setback perimeter of the Urban Natural Feature (UNF) prior to any site preparation works within the Subdivision to ensure no disturbance of the UNF during construction to the satisfaction of the General Manager – Planning and Growth Management .  | <b>OTTAWA<br/>Planning<br/>Environ.</b>          |
| 66. | The Owner shall prepare, to the satisfaction of the General Manager, Planning and Growth Management, a Conservation Handbook describing the natural attributes of the subdivision and the importance of good stewardship practices to ensure the long-term health and sustainability of the wetlands and woodlots. The Handbook shall be distributed to all purchasers with the Agreement of Purchase and Sale.   | <b>OTTAWA<br/>Planning<br/>Environ.<br/>MVCA</b> |
| 67. | <p>Requirements by MVCA</p> <p>Prior to a pre-servicing agreement with the city, a detailed stormwater management design plan shall be prepared to the satisfaction of the MVCA. Refinements to the conceptual design and Serviceability Report shall include:</p> <ul style="list-style-type: none"> <li>• Confirmation that there are no impacts to adjacent residents and that quantity control targets are achieved.</li> <li>• Demonstrate that existing stormwater infrastructure connecting the site to Poole Creek will not be negatively impacted.</li> </ul>  | <b>OTTAWA<br/>MVCA</b>                           |

- Potential impacts to the thermal regime of Poole Creek (cool water stream) must be discussed in the design.
- A water balance analysis which includes all potential contributing groundwater sources be completed to address the affect on groundwater recharge and the resultant possible change of baseflow.
- Identify the drainage and catchment area for the development and any tributary areas for all return periods.

**68. Endangered Species**

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MNRF  
Environ.**

The Owner acknowledges that habitat for the butternut and Blanding's turtle (*Emydoidea blandingii*) may be present on or adjacent to the property and special requirements must be met. Prior to registration, early servicing, or any post-draft approval works any of which that may result in harm, or destruction, of butternut and/or Blanding's turtle species, or its habitat, the Owner agrees to obtain the necessary approvals from the Ministry of Natural Resources and Forestry (MNRF), Kemptville District under the regulations of the Endangered Species Act. A copy of the written correspondence and the approval (if required by the MNRF) shall be provided to the General Manager, Planning and Growth Management prior to registration and/or the issuance of a Commence Work Order.

**69. Critical Root Zone**

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a) The Owner agrees to implement a 4 meter Critical Root Zone (CRZ) in conjunction with the three trees identified for retention along the south portion of the west property and protect from any further site alteration such as grading along the treed section of the western property line adjacent to the Urban Natural Feature.

b) The Owner agrees to use its best efforts to protect all trees from harm on adjacent residential properties and the church property which have critical root zones that extend onto the development site.

c) The Owner agrees to protect all trees from harm with trunks that touch or cross the property line unless written permission allowing them to do so is obtained from the adjacent property owner.

**Schools**

- 70.** The Owner shall inform prospective purchasers through a clause on title that school accommodation pressures exist in the Ottawa-Carleton District School Board schools designated to serve this development, which are currently being addressed by the utilization of portable classrooms and/or by directing students to schools outside their community.

**OCDSB**

71. That Owner shall inform prospective purchasers that Ottawa-Carleton Catholic Schools in the area are overcrowded and therefore existing attendance boundaries may be changed and/or students may be directed to schools outside their community or accommodated in portables.

**OCCSB**

### **Archaeology**

72. 1) 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);
- 2) The Owner agrees to implement the recommendations of the approved assessment, including mitigation, through preservation or removal and documentation of archaeological resources; and
- 3) The Owner agrees that no site works shall take place until any archaeological resource conservation concerns have been addressed.

**OTTAWA  
Planning  
MTC**

(Ministry provides written clearance to the City prior to registration, usually at the request of the applicant.)

All of the above noted conditions shall be to the satisfaction of the Ministry of Tourism and Culture and the General Manager, Planning and Growth Management.

### **Stormwater Management**

73. a. The Owner shall provide to the General Manager, Planning and Growth Management any and all stormwater reports that may be required by the City for approval prior to the commencement of any works in any phase of the Plan of Subdivision. Such reports shall be in accordance with any watershed or subwatershed studies, conceptual stormwater reports, City or Provincial standards, specifications and guidelines. The reports shall include, but not be limited to, the provision of erosion and sedimentation control measures, implementation or phasing requirements of interim or permanent measures, and all stormwater monitoring and testing requirements. All reports shall be to the satisfaction of the General Manager, Planning and Growth Management.

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MVCA**

b. The Owner acknowledges that a financial contribution toward the protection of Poole Creek shall be made in accordance with the Upper Poole Creek Subwatershed Study Final Report if such contribution is necessary.

74. (a) Prior to the commencement of construction of any phase of this Subdivision (roads, utilities, any off site work, etc.) the Owner shall:
- i) have a Stormwater Management Plan prepared by a Professional Engineer in accordance with the Sewer Design Guidelines, Second Edition, Document SDG002, October 2012, City of Ottawa, including Technical Bulletin ISDTB-2014-01, and Current Best Canadian Management Practices, limiting flow off-site to the limit of the downstream sewer system (both sewer and surface flows);
  - ii) have an Erosion and Sediment Control Plan prepared by a Professional Engineer in accordance with Current Best Canadian

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MVCA**

Management Practices;

- iii) provide detailed analysis to determine the annual surface water level in the lands directly to the west (UNF) and show how the subdivision will not negatively affect the surface water level in the UNF;
- iv) provide detailed discussion on thermal mitigation of flows from the site as the downstream receiving watercourse is at least a cool-water fish habitat;
- v) design any, and all, facilities required to store stormwater on-site, including outlets;
- vi) provide a water balance model in accord with the (Ontario) Ministry of the Environment Stormwater Management Planning and Design Manual, March 2003, as amended, and the Hydrogeological Assessment Submissions- Conservation Authority Guidelines to Support Development Applications, June 2013, as amended to the satisfaction of the City of Ottawa;
- vii) provide a plan to maintain the water balance required above in vi;
- viii) have said plans approved by the General Manager, Planning and Growth Management, and
- ix) provide certification to the General Manager, Planning and Growth Management through a currently licensed and appropriately experienced Professional Engineer of Ontario that the plans have been implemented.

(b) Any changes made to the Plan shall be submitted to the satisfaction to the City of Ottawa and the Mississippi Valley Conservation Authority.

(c) The Owner shall implement an inspection and monitoring plan to maintain erosion control measures.

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| <b>75.</b> | On completion of all stormwater works, the Owner shall provide certification to the General Manager, Planning and Growth Management through a Professional Engineer that all measures have been implemented in conformity with the approved Stormwater Site Management Plan.  | <b>OTTAWA<br/>Planning</b>          |
| <b>76.</b> | Prior to the registration, or the making of an application for a Ministry of Environment and Climate Change, Environmental Compliance Approval, for any stormwater works, whichever event first occurs, the Owner shall prepare a Stormwater Site Management Plan in accordance with the Stormwater Site Management Plan. The Stormwater Site Management Plan shall identify the sequence of its implementation in relation to the construction of the subdivision and shall be to the satisfaction of the General Manager, Planning and Growth Management and the Mississippi Valley Conservation Authority. | <b>OTTAWA<br/>Planning<br/>MVCA</b> |
| <b>77.</b> | The Owner shall maintain any onsite stormwater management pond within the development land in accordance with the recommendations of the Stormwater Management Plan and to the satisfaction of the General Manager, Planning and Growth Management until such time as the stormwater management pond has been given Final Acceptance and assumed by the City of Ottawa.   | <b>OTTAWA<br/>Planning</b>          |

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| 78. | If applicable, the Owner shall design and construct, as part of the stormwater management infrastructure, at no cost to the City, a monitoring facility or facilities and vehicular access to the satisfaction of the General Manager, Planning and Growth Management.   | <b>OTTAWA<br/>Planning</b>         |
| 79. | The Owner agrees that the development of the Subdivision shall be undertaken in such a manner as to prevent any adverse effects, and to protect, enhance or restore any of the existing or natural environment, through the preparation of any storm water management reports, as required by the City. All reports are to be approved by the General Manager, Planning and Growth Management prior to the commencement of any Works.  | <b>OTTAWA<br/>Planning</b>         |
| 80. | <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 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 pool installation on any individual lot. The Owner must obtain approval of the General Manager, Planning and Growth Management of the City of Ottawa prior to undertaking any grading alterations.”</p>   | <b>OTTAWA<br/>Legal</b>            |
| 81. | <p>Water Balance and Stormwater Solution</p> <p>The Owner acknowledges that the total capacity at the ditch inlet catch basin at Elm/Hemlock is approximately 600 l/s.</p> <ol style="list-style-type: none"> <li>1) The Owner agrees that the subject site (Chenier Land) and the UNF will share the ditch inlet catch basin at Elm/Hemlock and would limit the total flow for the two sites to a maximum of approximately 300 L/s. The exact maximum flow is to be determined by the City of Ottawa, but will not be less than 300 L/s.</li> <li>2) Subject to sub-clause 7) below, the Owner agrees that flows in excess of approximately 200 L/s from the Chenier Land will be directed to the UNF. The frequency is as details in the Water Balance Analysis (J. F. Sabourin and Associates Inc., dated September 2, 2015 and as updated from time to time).</li> <li>3) The Owner agrees to provide a conveyance path between the UNF and the storm sewer system, to the satisfaction of City of Ottawa.</li> <li>4) The Owner agrees that the development needs to provide its own quality control.</li> <li>5) The Owner agrees that the remaining approximate 300 l/s of capacity is to be used by the City as determined by the City.</li> </ol> | <b>OTTAWA<br/>Planning<br/>ISD</b> |



- 6) The Owner agrees to provide the design for the Cypress Garden Park Pond and cost share with the City on any upgrades for this work, if required, to the satisfaction of the City of Ottawa.
- 7) The City and Owner agrees that 200 L/s in subclause 2) is a preliminary assumption. The exact limit of flow shall be supported by an engineering report and to the satisfaction of the General Manager, Planning and Growth Management.

### **Sanitary Services**

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| <b>82.</b> | The Owner shall submit detailed municipal servicing plans, prepared by a Civil Engineer licensed in the Province of Ontario, to the General Manager, Planning and Growth Management.  | <b>OTTAWA<br/>Planning</b> |
| <b>83.</b> | Where the Owner is required under this Agreement to provide and install sanitary sewers of a diameter larger and/or at a greater depth than would be required to service the area to be developed, as detailed in the approved plans of this agreement, the Owner shall convey to the City such 0.3m reserves as may be necessary to prevent the Owners and developers of adjacent lands from making connections to the sanitary sewers installed by the Owner. Insofar as it legally may, the City will require other persons connecting to the sewer to pay an equitable share of the cost thereof to the Owner, the amount of which payment shall be determined by the General Manager, Planning and Growth Management.  | <b>OTTAWA<br/>Planning</b> |
| <b>84.</b> | Where the Owner is required under this Agreement to provide the oversize and/or over-depth storm sewers or open drains in order to make provisions for later development of upstream lands not owned by the Owner herein, as referred to in the approved plans, the City shall, insofar as it legally may, require that payment shall be made by the Owner of such upstream undeveloped land which will utilize the said storm sewers as an outlet(s), prior to the approval of a Plan of Subdivision for such land by the City, the amount of which shall be determined by the General Manager, Planning and Growth Management.  | <b>OTTAWA<br/>Planning</b> |
| <b>85.</b> | <p>As the Owner proposes a road allowance(s) of less than 20 meters, and if the Owner also proposed boulevards between 4.0 and 5.0 meters wide, the Owner shall meet the following requirements:</p> <ol style="list-style-type: none"> <li>a) extend water, sanitary, and storm services a minimum of 2.0 meters onto private property during installation before being capped;</li> <li>b) install hydro high voltage cable through the transformer foundations to maintain adequate clearance from the gas main;</li> <li>c) provide and install conduits as required by each utility;</li> <li>d) provide and install transformer security walls when a 3.0 meters clearance, as required by the Electrical Code, cannot be maintained. The design and location of the security wall must be approved by the local hydro utility; and</li> <li>e) install all road-crossing ducts at a depth not to exceed 1.2 meters from top of duct to final grade.</li> </ol> | <b>OTTAWA<br/>Planning</b> |

## **Water Services**

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| <b>86.</b> | The Owner shall design and construct all necessary watermains and the details of services and meters for the lots abutting the watermains within the subject lands to the satisfaction of the General Manager, Planning and Growth Management. The Owner shall pay all related costs, including the cost of connection, inspection and sterilization by City personnel, as well as the supply and installation of water meters by the City.                              | <b>OTTAWA<br/>Planning</b> |
| <b>87.</b> | The details for water servicing and metering shall be to the satisfaction of the General Manager, Planning and Growth Management. The Owner shall pay all related costs, including the cost of connections and the supply and installation of water meters by City personnel.  | <b>OTTAWA<br/>Planning</b> |
| <b>88.</b> | Upon completion of the installation of all watermains, hydrants and water services, the Owner shall provide the City with Mylar(s) of the "as-built" plan(s), certified under seal by a Professional Engineer, showing the location of the watermains, hydrants and services. Furthermore, the Owner shall provide the "as-built" information and the attribute data for the water plant installation in a form that is compatible with the City's computerized systems. | <b>OTTAWA<br/>Planning</b> |
| <b>89.</b> | The Owner shall prepare, at its cost, a hydraulic network analysis of the proposed water plant within the Plan of Subdivision and as it relates to the existing infrastructure. This analysis shall be submitted to the General Manager, Planning and Growth Management for review and approval as part of the water plant design submission.  | <b>OTTAWA<br/>Planning</b> |
| <b>90.</b> | The Owner agrees to construct and install all services in all the streets and offsite locations identified below and, where applicable, oversized services shall be constructed and installed in accordance with the conditions and City Specifications and approved reports.  | <b>OTTAWA<br/>Planning</b> |
| <b>91.</b> | The Owner acknowledges and agrees not to permit any occupancy of buildings on the individual Lots described in Schedule "A" until the water plant has been installed, sterilized and placed in service to the satisfaction of the General Manager, Planning and Growth Management.   | <b>OTTAWA<br/>Planning</b> |
| <b>92.</b> | The Owner acknowledges and agrees that no services shall be tapped into the new watermain until the disinfection has been successfully completed and the watermain has been placed in service by the City.   | <b>OTTAWA<br/>Planning</b> |
| <b>93.</b> | The Owner further acknowledges and agrees that the service post, which is the fitting located near the property line that allows access to the shutoff valve, must be visible, raised to finished grade and in working condition in order for the City to turn on the service.   | <b>OTTAWA<br/>Planning</b> |
| <b>94.</b> | The Owner acknowledges and agrees that the details of services and meters for the lots abutting the watermain shall be to the satisfaction of the General Manager, Planning and Growth Management. The Owner shall pay all related costs, including the cost of connections and the supply and   | <b>OTTAWA<br/>Planning</b> |

installation of water meters.

95. The Owner acknowledges and agrees to install triple outlet fire hydrants and watermains in accordance with City specifications. The Owner further acknowledges and agrees to ensure that all hydrants shall be maintained accessible, and shall be in good operating condition at all times to the satisfaction of the General Manager, Planning and Growth Management. In the event that any hydrants are not operational, then the Owner shall clearly label these hydrants as out of service. **OTTAWA Planning**

96. The Owner acknowledges and agrees not to apply for, nor shall the City issue, building permits for more than 50 dwelling units (or the equivalent) where the watermain for such units is unlooped. Any unit serviced by an unlooped watermain shall be required to have sufficient fire protection, to the satisfaction of the General Manager, Planning and Growth Management. **OTTAWA Planning**

### **Serviced Lands**

97. The Owner shall be responsible for the provisions of the following works, including oversizing and overdepth where appropriate, at its cost, in accordance with plans approved by the General Manager, Planning and Growth Management, and/or the Province: **OTTAWA Planning**
- a. Watermains;
  - b. Sanitary Sewers;
  - c. Storm Sewers;
  - d. Roads and traffic plant(s);
  - e. Street Lights;
  - f. Sidewalks;
  - g. Landscaping;
  - h. Street name, municipal numbering, and traffic signs;
  - i. Stormwater management facilities; and
  - j. Grade Control and Drainage.

98. 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**

99. The Owner shall provide services oversized and overdepth to service lands beyond the limits of the subdivision as required and to the satisfaction of the General Manager, Planning and Growth Management. **OTTAWA Planning**

### **Hydro**

100. The Owner shall comply with Hydro Ottawa's Conditions of Service and thus should be consulted for the servicing terms. The document, including referenced standards, guidelines and drawings, may be found at <http://www.hydroottawa.com/residential/rates-and-conditions/conditions-of-service/>. The Owner should consult Hydro Ottawa prior to commencing engineering designs to ensure compliance with these documents. **Hydro**

The Owner shall comply with Hydro Ottawa's Conditions of Service and thus should be consulted for the servicing terms. The document, including referenced standards, guidelines and drawings, may be found at [www.hydroottawa.com/development/](http://www.hydroottawa.com/development/). The Owner should consult Hydro Ottawa prior to commencing engineering designs to ensure compliance with these documents.

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| <b>101.</b> | The Owner acknowledges that servicing from new rear lanes is not permitted.  | <b>Hydro</b> |
| <b>102.</b> | The Owner shall pre-consult with Hydro Ottawa any proposed reduction to the City of Ottawa three-metre minimum standard setback prior to designing the electrical servicing, as it may affect the electrical servicing design, timeline for installation and cost. This includes any proposed overhang encroachment into the 3m-setback space.   | <b>Hydro</b> |
| <b>103.</b> | The Owner may be required to enter into an Electrical Servicing Agreement with Hydro Ottawa Limited, to the satisfaction of Hydro Ottawa.  | <b>Hydro</b> |
| <b>104.</b> | The Owner shall contact Hydro Ottawa to discuss electrical servicing for the property. By Hydro Ottawa commenting on this proposal, Hydro Ottawa has not committed to, or approved the electrical servicing of the proposed development.   | <b>Hydro</b> |
| <b>105.</b> | The Owner may be responsible for a Capital Contribution payment(s) towards a distribution system expansion, if the proposed development requires electrical servicing greater than can be provided by the existing distribution system in the vicinity, either in capacity or in extension limit. This amount shall be in accordance with Hydro Ottawa's Contributed Capital Policy and Conditions of Service.   | <b>Hydro</b> |
| <b>106.</b> | Hydro Ottawa's standard distribution network is overhead for any voltage system along or through open fields, business parks, rural areas, arterial, major collector and collector roads. Any additional premium costs beyond the standard shall be at the Owner's cost. In all instances, electrical distribution above 27kV is via overhead distribution.  | <b>Hydro</b> |
| <b>107.</b> | The Owner shall be responsible for servicing the buildings within the property. Only one service entrance per property shall be permitted.   | <b>Hydro</b> |
| <b>108.</b> | The Owner shall convey, at their cost, all required easements as determined by Hydro Ottawa. The Owner further acknowledges and agrees that the City's Inhibiting Order will not be lifted until such time as the required transfer of easements to Hydro have occurred. The Owner will be required to provide written confirmation from Hydro to the City that the required easements have been obtained to Hydro's satisfaction and that the Inhibiting Order may be lifted, subject to any other City conditions for lifting. | <b>Hydro</b> |
| <b>109.</b> | Prior to commencement of any construction activities, the Owner shall inform Hydro Ottawa of any acute shock construction process or   | <b>Hydro</b> |

rubbelization to be used during construction, and apply Hydro Ottawa's work procedure UDS0022 "Protecting Electrical Distribution Underground Plant & Support Structures from Acute Shock Construction Processes". The Owner shall be responsible for any damage to Hydro Ottawa distribution assets.

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| 110. | Hydro Ottawa prohibits any change of grade that results in reduced life expectancy of the asset. Any change in grade of more than 0.3m in the vicinity of proposed or existing electric utility equipment shall be reviewed with Hydro Ottawa.  | <b>Hydro</b> |
| 111. | The Owner shall be responsible for all costs for feasible relocations, protection or encasement of any existing Hydro Ottawa plant.   | <b>Hydro</b> |
| 112. | The Owner shall ensure that any landscaping or surface finishing does not encroach into existing or proposed Hydro Ottawa's overhead or underground assets or easement. When proposing to plant in proximity of existing power lines, the Owner shall refer to Hydro Ottawa's free publication "Tree Planting Advice". The shrub or tree location and expected growth must be considered. If any Hydro Ottawa related activity requires the trimming, cutting or removal of vegetation, or removal of other landscaping or surface finishing, the activity and the re-instatement shall be at the Owner's expense.  | <b>Hydro</b> |
| 113. | Where applicable, the Owner is advised that there are overhead medium voltage overhead lines along the side(s) of the property. The Owner shall ensure that no personnel or equipment encroaches within three meters (3.0m) of the Hydro Ottawa overhead medium voltage distribution lines, unless approved by Hydro Ottawa. The Owner shall contact Hydro Ottawa prior to commencing work when proposing to work within 3.0m of the Hydro Ottawa distribution lines as noted above. No such work shall commence without approval of Hydro Ottawa.  | <b>Hydro</b> |
| 114. | The Owner shall ensure that no permanent structures are located within the "restricted zone" defined by Hydro Ottawa's standard OLS0002, which can be found at <a href="http://www.hydroottawa.com">www.hydroottawa.com</a> . The "restricted zone" surrounds overhead medium voltage pole lines, consisting of a five-meter (5m) radial distance from overhead medium voltage conductors, and a two-meters (2m) distance from a vertical line drawn from the conductors to ground level along, the length of the pole line. This standard complies with the requirements of the Ministry of Labour's <i>Occupational Health &amp; Safety Act</i> , the Building Code and the Ontario Electrical Safety Code. | <b>Hydro</b> |
| 115. | The Owner and its agents shall arrange for an underground electricity cable locate by contacting Ontario One Call at 1-800-400-2255, not less than seven (7) working days prior to excavating. There shall be no mechanical excavation within 1.5m of any Hydro Ottawa underground plant unless the exact position of plant is determined by hand digging methods. Direct supervision by Hydro Ottawa forces, and protection or support of the underground assets shall be at the Owner's expense.  | <b>Hydro</b> |

**116. Hydro Ottawa Site Specific Conditions**

**Hydro  
Ottawa**

- 1) Hydro Ottawa may require servicing this subdivision by means of underground wiring, thus any other underground work must be coordinated. At least 14-weeks are needed from receipt of the Owner's deposit to start the material purchase and scheduling of the work.
- 2) The Owner shall make arrangements for space within the proposed roadways and lots for the installation of power distribution equipment. Such arrangements shall be subject to approval by Hydro Ottawa.
- 3) Hydro Ottawa plans to install an underground distribution trunk line to tie in with a circuit on Fernbank Road through the proposed Blocks 44 and 64 and Lot 23. This will provide increased reliability in the proposed subdivision.
- 4) The Owner shall apply Hydro Ottawa's standards and City approved road cross-section standards for subdivisions.
- 5) Prior to construction, the Owner shall ensure that setbacks along public road right-of-ways meet Hydro Ottawa's requirements to install electrical distribution equipment within those right-of-ways.
- 6) Hydro Ottawa reserves the right to raise conditions throughout the development of this proposal should the revisions contain non-conformances with, for example, Hydro Ottawa's Conditions of Service or Standards. To ensure the best outcome, Hydro Ottawa welcomes an early discussion on the proposal.

**Fire Services**

- 117.** The Owner shall not demand of the City to issue, nor shall anyone claiming title from it or under its authority, demand of the City to issue, one or building permits to construct any building or other structure on any lots or block in the Subdivision until firebreak lots are designated to the satisfaction of the City's Fire Chief.

**OTTAWA  
Planning**

**Utilities**

- 118.** The Owner is hereby advised that prior to commencing any work within the Draft Plan, 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

**OTTAWA  
Planning**

services (i.e. 911 Emergency Services).

**119. Enbridge**

**OTTAWA  
Enbridge**

- (a) The developer is responsible for preparing a composite utility plan that allows for the safe installation of all utilities, including required separation between utilities.
- (b) Streets are to be constructed in accordance with composite utility plans previously submitted and approved by all utilities.
- (c) The developer shall grade all streets to final elevation prior to the installation of the gas lines and provide Enbridge Gas Distribution Inc. with the necessary field survey information required for the installation of the gas lines.
- (d) The developer shall provide current Town approved road cross-sections showing all Utilities in the configuration proposed for all of the street widths within the development. The gas location must be a minimum of 0.6 metres from the street line.
- (e) The requirements identified here within are subject to change. Enbridge Gas Distribution retains the right to add, amend or remove conditions, or obtain easements to service this application, at no cost to Enbridge Gas Distribution.

**120. Canada Post**

**OTTAWA  
Canada  
Post**

The Owner shall satisfy the requirements of the Canada Post Corporation and the City regarding the location and construction of community mailboxes and related works and shall provide such notices to purchasers.

**Noise Attenuation**

**121. If applicable, the Owner shall have a Noise Study undertaken related to noise assessment and land use planning with respect to noises generated by moving and stationary sources. The study shall be to the satisfaction and approval of the General Manager, Planning and Growth Management and shall comply with:**

**OTTAWA  
Planning**

- i) the City of Ottawa's Environmental Noise Control Guidelines;
- ii) the City of Ottawa's Standards for Noise Barriers and Noise Control Guidelines; and
- iii) address, and be in accordance with, the current version of the Association of Professional Engineers of Ontario Guidelines for Professional Engineers providing Acoustical Engineering Services in Land Use Planning.

**122. If applicable, the Owner shall have a Noise Study undertaken related to noise assessment and land use planning with respect to noises generated by moving and stationary sources and in accordance with the City's Environmental Noise Control Guidelines. The study shall provide all specific**

**OTTAWA  
Planning**

details on the methods and measures required to attenuate any noise that exceeds the allowable noise limits in locations as determined by the recommendations of the Noise Assessment Study.

- 123.** If applicable, where structural mitigation measures are required as a result of the Noise Assessment Study, the Owner shall provide, prior to final building inspection, certification to the General Manager, Planning and Growth Management, through a Professional Engineer, that the noise control measures have been implemented in accordance with the approved study. **OTTAWA Planning**

- 124.** If applicable, the Owner agrees that all purchase and sale agreements, and the Deed(s) for the whole or any part of the lot/block on the Plan of Subdivision shall contain the noise warning clauses (Types A to G) that shall be incorporated in all Transfers/Deeds from the Owner so that the clauses shall be covenants running with the lands in the Subdivision. **OTTAWA Planning and Legal**

**Subdivision Design**

- 125.** Townhouse elevation **OTTAWA Planning**
- The Owner acknowledges and agrees to provide elevations for townhouse units for review and approval of the General Manager, Planning and Growth Management prior to registration.

The City will inform the adjacent community through the Ward Councillor's office and the community party.

- 126.** Front Yard **OTTAWA Planning**
- The Owner acknowledges and agrees that the implementing zoning by-law shall require that the minimum front yard setback for the front façade of the dwelling shall be less than the maximum front yard setback for the garage to ensure that the front façade projects beyond the garage setback.

The Owner agrees that the minimum distance between a garage door and a planned sidewalk is 6 metres.

- 127.** Block 66 **OTTAWA Planning**
- The Owner acknowledges and agrees that the maintenance of Block 66 (surplus land) shall not be the responsibility of the City of Ottawa and that the subject block is not considered parkland dedication in accordance with the parkland dedication by-law. The subject Block should be included in private ownership at the time of Registration as part of abutting lot(s) and/or block(s).

- 128.** Lots 25 and 27 **OTTAWA Planning**
- a. The Owner acknowledges and agrees that the dwelling unit(s) to be constructed on the through Lots 25 and 27 shall front on Street No. 3.



The rear yards of Lots 25 and 27 shall include fencing and landscaping abutting Street No. 1 and 2, respectively, to screen the rear yard from the abutting street.

- b. The Owner acknowledges and agrees that a 30 cm reserve is required between Lot 27 and Street No. 2 and between Lot 25 and Street No. 1.

### **Community Concerns**

#### **129. Community Notification**

**OTTAWA  
Planning**

- a. The Owner agrees to provide notification to the residents surrounding the adjacent land, at least one week prior to any construction activities, such as tree removal and site preparation, through the Ward Councillor's office and the community party.
- b. The Owner acknowledges that the City will consult the adjacent residents on the park concept plan as described in condition 52.

### **Land Transfers**

- 130.** The Owner shall convey, at no cost to the City, all lands required for public purposes, including but not limited to, reserves, road widening, daylighting triangles, walkway blocks, open space blocks, lands required for parks (or cash-in-lieu thereof) and for storm water measures, to the satisfaction of the General Manager, Planning and Growth Management. In particular, the Owner shall convey, at no cost to the City, the following lands, if required:

**OTTAWA  
Planning  
Legal**

- i) Pathway Blocks 62 and 64
- ii) Servicing Block 63
- iii) Park Block 65
- iv) Storm Water Management Block 67
- v) Road Widening Blocks if required
- vi) 0.3 m Reserve Blocks if required

- 131.** The Owner shall 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 to the satisfaction of the General Manager, Planning and Growth Management.

**OTTAWA  
Planning  
Legal**

### **Development Charges By-law**

- 132.** The Owner acknowledges that some of the works of the Subdivision are eligible for development charges revenues pursuant to the City's applicable Development Charges By-law and background study, as well as budget approval by City Council where required. Such contributions are to be determined and agreed to by the City, prior to the commencement of the associated Works or as agreed to by the City. The Owner agrees to enter into any agreements that may be required pursuant to the applicable Development Charges By-law.

**OTTAWA  
Planning  
Legal**

133.	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
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134.	The Owner acknowledges and agrees to enter into any front-ending agreements with the City of Ottawa for (specify the works) that are anticipated to be required in advance of the time as approved by Council. The City shall repay the Owner for the cost of works as noted herein in accordance with the approved Front-Ending Policy of the City's Development Charge By-law, and subject to budget approval of the required expenditure by City Council in the year in which it is approved.	OTTAWA Planning Legal
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**Survey Requirements**

135.	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
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136.	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
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**Closing Conditions**

137.	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
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138.	At any time prior to final approval of this plan for registration, the City may, in accordance with Section 51 (18) of the <i>Planning Act</i> , as it read on March 27, 1995, amend, delete or add to the conditions and this may include the need for amended or new studies.	OTTAWA Legal
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139.	Prior to registration of the Plan of Subdivision, the City is to be satisfied that conditions 1-136 have been fulfilled.	OTTAWA Planning
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140.	The Owner covenants and agrees that should damage be caused to any of the Works in this Subdivision by any action or lack of any action whatsoever on its part, the General Manager, Planning and Growth Management 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 and Growth Management may cause the damage to be repaired and shall recover the costs of the repair plus the Management Fees under Section 427, of the <i>Municipal Act, 2001</i> , like manner as municipal taxes.	OTTAWA Planning
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141.	If the Plan(s) of Subdivision, including all phases within the draft	OTTAWA
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approved plan of subdivision, has not been registered within three years from the time of draft approval, by *XX Date, XX Month, XX Year*, the draft approval shall lapse pursuant to Section 51 (32) of the *Planning Act*. Extensions may only be granted under the provisions of Section 51 (33) of said *Planning Act* prior to the lapsing date.

**Planning**

- 142.** The owner shall pay any outstanding taxes owing to the City of Ottawa prior to registration.

**OTTAWA  
Planning  
Revenue**