

**MENU OF CONDITIONS**  
**FOR DRAFT APPROVAL**  
**1384341 ONTARIO LTD.**  
**NEWILL SUBDIVISION, 2727 CARP ROAD**

**DRAFT APPROVED xx/xx/xxxx**

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The City of Ottawa's conditions applying to the draft approval of 1384341 Ontario Ltd's Newill Subdivision (File No. OLV2002-0020), 2727 Carp Road, are as follows:

	<p>This approval applies to the draft plan certified by T. Hartwick, Ontario Land Surveyor, dated January 2, 2020, showing 78 Residential Lots, 3 streets, 2 pathway blocks, 4 commercial blocks, 1 creek corridor block, 4 road widening blocks.</p> <p>This approval applies to the approved conceptual plans and reports in support of the draft plan as follows (list plans, reports and studies associated with the draft approval):</p> <ol style="list-style-type: none"> <li>1) Draft Plan of Subdivision, prepared by Annis, O'Sullivan, Vollebakk Ltd. and signed January 2, 2020.</li> <li>2) Stage 1 &amp; 2 Archaeological Assessment, prepared by Adams Heritage and dated January 9, 2014.</li> <li>3) Stage 3 Archaeological Assessment, prepared by Adams Heritage and dated July 22, 2014.</li> <li>4) Phase One Environmental Site Assessment Rump Lands, prepared by Houle Chevrier Engineering and dated June 20, 2016.</li> <li>5) Phase Two Environmental Site Assessment Rump Lands, prepared by Houle Chevrier Engineering and dated July 27, 2016.</li> <li>6) Headwater Report, prepared by Bowfin Environmental Consulting Inc. and dated June 2018.</li> <li>7) Environmental Impact Statement and Tree Conservation Report, prepared by Muncaster Environmental Planning Inc. and dated June 2020.</li> <li>8) Outline for Detailed Stormwater Management Design Brief, prepared by Novatech and dated June 27, 2019.</li> <li>9) Hydrogeological Investigation and Terrain Analysis, prepared by GEMTEC Consulting Engineers and Scientists, and dated November 10, 2020.</li> </ol> <p>Subject to the conditions below, these plans and reports may require updating and/or additional details prior to final approval.</p>	
	<p>The Owner agrees, by entering into a Subdivision Agreement, to satisfy all terms, conditions and obligations, financial and otherwise, of the City of Ottawa, at the Owner's sole expense, all to the satisfaction of the City.</p>	<p><b><u>Clearing Agency</u><sup>i</sup></b></p>
	<p><b><u>General</u></b></p>	

1. <b>G1</b>	Prior to the issuance of a Commence Work Notification, the Owner shall obtain such permits as may be required from Municipal or Provincial authorities and shall file copies thereof with the General Manager, Planning, Infrastructure and Economic Development Department.	<b>OTTAWA Planning</b>
2. <b>G2</b>	<p>Prior to commencing construction, the Owner shall enter into a subdivision agreement with the City. The subdivision agreement shall, among other matters, require that the Owner post securities in a format approved by the City Solicitor, in an amount of 100% of the estimated cost of all works, save and except non-municipal buildings.</p> <p>The aforementioned security for site works shall be for works on both private and public property and shall include, but not be limited to, lot grading and drainage, landscaping and driveways, roads and road works, road drainage, underground infrastructure and services (storm, sanitary, watermains), streetlights, stormwater management works and park works.</p> <p>The amount secured by the City shall be determined by the General Manager, Planning, Infrastructure and Economic Development Department, based on current City tender costs, which costs shall be reviewed and adjusted annually. Securities for on-site works may be at a reduced rate subject to the approval of the General Manager, Planning, Infrastructure and Economic Development Department.</p> <p>Engineering, Inspection and Review fees will be collected based on the estimated cost of the works (+HST) and a park review and inspection fee will be based on 4% (+HST) of the total value of the park works as noted herein and in accordance with the City's Fees By-law for planning applications (By-law No. 2018-24 or as amended).</p>	<b>OTTAWA Planning</b>
3. <b>G3</b>	The Owner acknowledges and agrees that any residential blocks for street-oriented dwelling units on the final Plan shall be configured to ensure that there will be no more than 25 units per block.	<b>OTTAWA Planning</b>
4. <b>G4</b>	<p>The Owner acknowledges and agrees that any person who, prior to the draft plan approval, entered into a purchase and sale agreement with respect to lots or blocks created by this Subdivision, shall be permitted to withdraw from such agreement without penalty and with full refund of any deposit paid, up until the acknowledgement noted above has been executed.</p> <p>The Owner agrees to provide to the General Manager, Planning, Infrastructure and Economic Development Department an acknowledgement from those purchasers who signed a purchase and</p>	<b>OTTAWA Legal</b>

		sale agreement before this Subdivision was draft approved, that the Subdivision had not received draft approval by the City. The Owner agrees that the purchase and sale agreements signed prior to draft approval shall be amended to contain a clause to notify purchasers of this fact, and to include any special warning clauses, such as but not limited to Noise Warnings and easements.	
5.	<b>G5</b>	The Owner acknowledges and agrees that if the geotechnical report identifies the need for lightweight fill, all prospective purchasers shall be informed through a clause in the agreements of purchase and sale of the presence of lightweight fill on the lands, and that the presence of such lightweight fill may result in specific restrictions on landscaping, pools, additions, decks and fencing	<b>OTTAWA Legal</b>
6.	<b>G6</b>	The Owner, or his agents, shall not commence or permit the commencement of any site related works until such time as a pre-construction meeting has been held with Planning, Infrastructure and Economic Development Department staff and until the City issues a Commence Work Notification.	<b>OTTAWA Planning</b>
		<b><u>Zoning</u></b>	
7.	<b>Z1</b>	The Owner agrees that prior to registration of the Plan of Subdivision, the Owner shall ensure that the proposed Plan of Subdivision shall conform with a Zoning By-law approved under the requirements of the <i>Planning Act</i> , with all possibility of appeal to the Ontario Land Tribunal exhausted.	<b>OTTAWA Planning</b>
8.	<b>Z2</b>	The Owner undertakes and agrees that prior to the registration of the Plan of Subdivision, the Owner shall deliver to the City a certificate executed by an Ontario Land Surveyor showing that the area and frontage of all lots and blocks within the Subdivision are in accordance with the applicable Zoning By-law.	<b>OTTAWA Planning</b>
		<b><u>Roadway Modifications</u></b>	
9.	<b>RM1</b>	The Owner shall pay all expenses associated with all works related to roadway modifications, and shall provide financial security in the amount of 100% of the cost of implementing the required works.	<b>OTTAWA Planning</b>
10	<b>RM2</b>	[Road signage and pavement marking] The Owner agrees to provide a Development Information Form and Geometric Plan indicating:  a) Road Signage and Pavement Marking for the subdivision; b) Intersection control measure at new internal intersections; and	<b>OTTAWA Planning Transpo Plg</b>

		<p>c) location of depressed curbs and TWSIs;</p> <p>prior to the earlier of registration of the Agreement or early servicing. Such form and plan shall be to the satisfaction of the General Manager, Planning, Infrastructure and Economic Development Department.</p>	
11	<b>RM7</b>	<p>[Traffic calming]</p> <p>Where traffic calming is identified, the Owner acknowledges and agrees to implement traffic calming measures on roads within the limits of their subdivision to limit vehicular speed and improve pedestrian safety. The Owner further acknowledges and agrees that the detailed design for new roads will include the recommendation(s) from the required supporting transportation studies.</p> <p>The Owner agrees that traffic calming measures shall reference best management practices from the Canadian Guide to Neighbourhood Traffic Calming, published by the Transportation Association of Canada, and/or Ontario Traffic Manual. These measures may include either vertical or horizontal features (such measures shall not interfere with stormwater management and overland flow routing), including but not limited to:</p> <ul style="list-style-type: none"> <li>• intersection or mid block narrowings, chicanes, medians;</li> <li>• speed humps, speed tables, raised intersections, raised pedestrian crossings;</li> <li>• road surface alterations (for example, use of pavers or other alternate materials, provided these are consistent with the City's Official Plan polices related to Design Priority Areas);</li> <li>• pavement markings/signage; and</li> <li>• temporary/seasonal installations such as flexi posts or removable bollards.</li> </ul>	<b>OTTAWA Planning</b>
12	<b>Special</b>	<p>The Owner acknowledges and agrees that prior to registration of the subdivision a Road Opening application will be required for lands identified on the Draft Plan of Subdivision which are not in current ownership. These lands are legally identified as part of Part 2 and part of Part 3 of Plan 4R-8028.</p>	
		<b><u>Highways/Roads</u></b>	
13	<b>HR1</b>	<p>The Owner acknowledges and agrees that all supporting transportation studies and design of all roads and intersections shall be to the satisfaction of the General Manager, Planning, Infrastructure and Economic Development Department.</p>	<b>OTTAWA Planning</b>

14HR3	The Owner shall provide for temporary turnarounds for all streets terminating at the edge of any phase of development, prior to registration of the Plan. The Owner agrees that it will convey to the City at no cost any temporary easements that may be required in order to establish the temporary turnarounds. For any portion of the temporary turn-around easements that do not form part of the permanent road allowance, the easements shall be released at the expense of the Owner when the easements are no longer required by the City.	<b>OTTAWA Planning</b>
15HR4	The Owner shall convey to the City, at no cost to the City, an unencumbered road widening along <i>William Mooney Road</i> , adjacent to the subdivision lands, in accordance with the Official Plan. The required widening shall be illustrated on the Draft M-Plan and Final Plan of Subdivision as a dimension from the existing centerline of the public highway to the required widened limit. If it is determined that a widening is not required, the Owner's Surveyor shall illustrate the distance from the existing centerline of the Public Highway to the existing road limit on the Draft M-Plan and the Final Plan of Subdivision. All of which will be to the satisfaction of the City Surveyor.	<b>OTTAWA Planning Surveys</b>
16HR4	The Owner shall convey to the City, at no cost to the City, an unencumbered road widening along <i>Carp Road</i> , adjacent to the subdivision lands, in accordance with the Official Plan. The required widening shall be illustrated on the Draft M-Plan and Final Plan of Subdivision as a dimension from the existing centerline of the public highway to the required widened limit. If it is determined that a widening is not required, the Owner's Surveyor shall illustrate the distance from the existing centerline of the Public Highway to the existing road limit on the Draft M-Plan and the Final Plan of Subdivision. All of which will be to the satisfaction of the City Surveyor.	<b>OTTAWA Planning Surveys</b>
17HR5	Any dead ends and/or open spaces of road allowances created by this plan of subdivision may be terminated in 0.3 metre reserves. The Owner shall place 0.3 metre reserves on the following locations: <ul style="list-style-type: none"> <li>• Street 2 between Phase 1 and Phase 2 (2 locations)</li> <li>• Street 3 between Phase 1 and Phase 2</li> </ul>	<b>OTTAWA Planning Legal</b>
18HR6	The Owner shall provide site triangles at the following locations on the final plan: <ul style="list-style-type: none"> <li>• William Mooney Road and Street 1</li> <li>• Street 1 and Street 2</li> <li>• Street 1 and Street 3</li> <li>• Street 2 and Street 3 (2 intersections)</li> </ul>	<b>OTTAWA Planning Legal</b>

		<ul style="list-style-type: none"> <li>• Street 3 and Carp Road</li> </ul>	
19	<b>HR7</b>	A 0.3 m reserve adjacent to the widened limit of <i>William Mooney Road</i> shall be indicated on the plan submitted for registration and conveyed at no cost to the City.	<b>OTTAWA Planning Legal</b>
20	<b>HR9</b>	The Owner agrees to provide a construction traffic management plan for the subdivision prior to the earlier of registration of the Agreement or early servicing. Such plan shall be to the satisfaction of the General Manager, Planning, Infrastructure and Economic Development Department.	<b>OTTAWA Planning</b>
21	<b>HR10</b>	The Owner acknowledges that should the plan be registered in phases; the first phase of registration shall include: <ul style="list-style-type: none"> <li>• Lots 1-39</li> <li>• Blocks 79-84</li> <li>• Street 1, 3 (part of)</li> </ul>	<b>OTTAWA Planning</b>
22	<b>HR11</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 Planning BCS</b>
23	<b>HR15</b>	The Owner acknowledges that the construction of buildings may be restricted on certain lots and/or blocks until such time as road connections are made so that snow plow turning and garbage collection can be implemented.	<b>OTTAWA Planning</b>
		<b><u>Geotechnical</u></b>	
24	<b>GT2</b>	The Owner shall submit a geotechnical report prepared in accordance with the City's Geotechnical Investigation and Reporting Guidelines and/or Slope Stability Guidelines for Development Applications by a geotechnical engineer or geoscientist, licensed in the Province of Ontario, containing detailed information on applicable geotechnical matters and recommendations to the satisfaction of the General Manager, Planning, Infrastructure and Economic Development which include, but are not limited to: <ul style="list-style-type: none"> <li>a) existing sub-surface soils, groundwater conditions;</li> <li>b) slope stability (including an assessment during seismic loading) and erosion protection, in addition to any building construction requirements adjacent to unstable slope;</li> <li>c) clearly indicate orientation of any cross-sections used in slope stability analysis and location of center of the slip circle;</li> <li>d) grade raise restrictions on the site and, if appropriate, the impacts this will have on the slope stability;</li> </ul>	<b>OTTAWA Planning</b>

	<ul style="list-style-type: none"> <li>e) design and construction of underground services to the building, including differential settlement near any buildings or structures;</li> <li>f) design and construction of roadway, fire routes and parking lots;</li> <li>g) design and construction of retaining walls and/or slope protection;</li> <li>h) design and construction of engineered fill;</li> <li>i) design and construction of building foundations;</li> <li>j) site dewatering;</li> <li>k) design and construction of swimming pools;</li> <li>l) design and construction of park blocks for its intended uses; and</li> <li>m) in areas of sensitive marine clay soils:</li> </ul>	
25GT3	<p>[Sensitive marine clay soils]</p> <p>In areas of sensitive marine clay soils:</p> <ul style="list-style-type: none"> <li>a) The Owner agrees to any restrictions to landscaping, in particular the type and size of trees and the proximity of these to structures/buildings due to the presence of sensitive marine clay soils, as per the City’s Tree Planting in Sensitive Marine Clay Soils – 2017 Guidelines.</li> <li>b) The Owner agrees to provide the following tests, data, and information prior to zoning approval, in order to determine the sensitivity of the clay soils and how it will impact street tree planting and potentially front yard setbacks: <ul style="list-style-type: none"> <li>i. Shear Vane analysis including remolded values per ASTM D2573.</li> <li>ii. Atterberg Limit testing per ASTM D4318; with the following data clearly identified, Natural water content (W), Plastic Limit (PL), Plasticity Index (PI), Liquidity Index (LI), and Activity (A).</li> <li>iii. Shrinkage Limit testing per ASTM D4943 with Shrinkage Limit (SL).</li> <li>iv. A separate section within the geotechnical report on sensitive marine clay soils, which will include a signed letter and corresponding map that confirms the locations of low, medium sensitivity (generally &lt;40% plasticity) or high sensitivity clay soils (generally &gt;40% plasticity), as determined by the above tests and data.</li> <li>v. The report identifies that foundation walls are to be reinforced at least nominally, with a minimum of two upper and two lower 15M (rebar size) bars in the foundation wall.</li> </ul> </li> <li>c) In locations where all six conditions in the Tree Planting in Sensitive Marine Clay Soils – 2017 Guidelines cannot be met (e.g. if soils are generally &gt;40% plasticity) the 2005 Clay Soils Policy will</li> </ul>	OTTAWA Planning



		apply, meaning only small, low-water demand trees can be planted at a minimum separation distance of 7.5m from a building foundation. In these cases, the Zoning By-law will be used to ensure sufficient front yard setbacks to accommodate street trees in the right-of-way. For example, if street trees are planted in the right-of-way at a distance of 2m from the front lot line, then the minimum front yard setback would be 5.5m (7.5m – 2m).	
26	<b>GT4</b>	In areas of sensitive marine clay soils, the Owner agrees that, prior to registration, to prepare an information package for homeowners regarding tree planting and watering, in accordance with the supporting geotechnical report. This information must be approved by Forestry Services prior to circulation to homeowners.	<b>OTTAWA Forestry</b>
		<b><u>Pathways, Sidewalks, Walkways, Fencing, and Noise Barriers</u></b>	
27	<b>S1</b>	The Owner acknowledges and agrees that all pathways, sidewalks, walkways, fencing, and noise barriers are to be designed and constructed in accordance with City specifications, at no cost to the City, and to the satisfaction of the General Manager, Planning, Infrastructure and Economic Development Department.	
28	<b>S5</b>	The Owner agrees to connect all new pathways, sidewalks, walkways to the existing pathways, sidewalks, walkways located at the following locations: <ul style="list-style-type: none"> <li>• Block 84 to Falls Drive</li> <li>• Block 85 to Block 38 of Plan 4M-1142</li> <li>• Block 85 to Block 39 of Plan 4M-1142</li> </ul>	<b>OTTAWA Planning</b>
29	<b>S8</b>	[Wood privacy fences] <p>a) The Owner agrees to design and construct 1.8 metre wood privacy fences in accordance with the Fence By-law at the following locations:</p> <ul style="list-style-type: none"> <li>• Along the rear lot lines of residential lots 33-39</li> </ul> <p>b) The Owner agrees that any wood privacy fence required to be installed shall be located a minimum of 0.15 metres inside the property line of the private property.</p>	<b>OTTAWA Planning</b>
30	<b>S10</b>	The Owner shall insert a clause in each agreement of purchase and sale and shall be registered as a notice on title in respect of all lands which fences have been constructed stating that: <p>“Purchasers are advised that they must maintain all fences in good repair, including those as constructed by (<i>developer name</i>) along the boundary of this land, to the satisfaction of the General Manager,</p>	<b>OTTAWA Planning</b>

		Planning, Infrastructure and Economic Development Department. The Purchaser agrees to include this clause in any future purchase and sale agreements”.	
		<b><u>Landscaping/Streetscaping</u></b>	
31	<b>LS1</b>	<p>The Owner agrees, prior to registration to have a landscape plan(s) for the plan of subdivision prepared by a Landscape Architect, in accordance with the recommendations contained in the geotechnical report(s), the Tree Conservation Report, and/or the Environmental Impact Statement (if appropriate).</p> <p>The landscape plan(s) shall include detailed planting locations, plant lists which include species, plant form and sizes, details of planting methods, pathway widths and materials, access points, fencing requirements and fencing materials, other landscape features and gateway features where required.</p> <p>The Owner agrees to implement the approved landscape plan(s) and bear all costs and responsibility for the preparation and implementation of the plan(s).</p> <p>The Owner agrees that where sensitive marine clay soils are present, and the geotechnical report has satisfied the applicable conditions of the Tree Planting in Sensitive Marine Clay Soils - 2017 Guidelines, confirmation of adequate soil volumes in accordance with the subject guidelines shall be provided by a Landscape Architect prior to zoning approval.</p> <p>All of the aforementioned are to the satisfaction of the General Manager, Planning, Infrastructure and Economic Development Department.</p>	<b>OTTAWA Planning Forestry</b>
32	<b>LS3</b>	<p>In areas of sensitive marine clay soils where the six conditions of the Tree Planting in Sensitive Marine Clay Soils – 2017 Guidelines have been met, the following shall be provided:</p> <p>a) The landscape plan shall include a note indicating that is has been developed as per the geotechnical report(s) (date, author), the letter (date, author), and Map (date, title), to the satisfaction of the General Manager, Planning Infrastructure and Economic Development.</p> <p>b) At the time of tree planting, in addition to providing an F1 inspection form, the Landscape Architect will provide a signed letter indicating that trees have been planted with appropriate soil</p>	<b>OTTAWA Planning</b>

		volume in accordance with the approved Landscape Plan, to the satisfaction of the General Manager, Planning Infrastructure and Economic Development.	
33	<b>special</b>	The Owner shall insert a clause in each agreement of purchase and sale and Deed for lands which states:  “Purchasers are advised that they must plant a minimum of 1 tree per interior lot and 2 trees per exterior side yard lots, in accordance with the approved landscape plan”.	
		<b><u>Tree Conservation</u></b>	
34	<b>TC2</b>	[Rural area] The Owner acknowledges and agrees that if any existing tree, which has been identified for retention in the City-approved tree conservation report, is damaged or destroyed in any way whatsoever during the development, that the Owner will be required to provide compensation in the form of a replacement tree, of a size and species to be determined by the General Manager, Planning, Infrastructure and Economic Development Department.	<b>OTTAWA Planning</b>
35	<b>TC3</b>	The Owner agrees to maintain the tree protection measures until construction is complete and/or the City has provided written permission to remove them.	<b>OTTAWA Planning</b>
36	<b>Special</b>	The transferee of Lots 1, and 40-43 inclusive for himself, his heirs, executors, administrators, successors and assigns acknowledges being advised that the wooded area, as identified below, shall be allowed to naturalize with no disturbance (i.e. no clearing of trees or bushes, no grass cutting, and no grading or filling), and which may be the subject of periodic monitoring to ensure that the conditions are adhered to, such wooded area is to be identified on the final plan for registration:  i. A wooded area along the western edge of the property extending 130 metre east from the property line.	
		<b><u>Parks</u></b>	
37	<b>P1</b>	In accordance with the <i>Planning Act</i> and the City of Ottawa Parkland Dedication By-law, the Owner shall provide cash-in-lieu of parkland on the subject lands within Ward 5 such value of the land to be determined by the City's Realty Services Branch. The Applicant shall bear the cost of any appraisal costs incurred by the City all to the	<b>OTTAWA Parks</b>

		satisfaction of the General Manager, Recreation, Cultural and Facility Services Department.	
38	<b>Special</b>	The Owner covenants and agrees to pay the City the Park Development Contribution (Rural) fee, as indexed annually, for each lot as per the Plan of Subdivision, at the time of registration of each Phase of development, in order to satisfy the park development requirements for this subdivision.	
		<b><u>Environmental Constraints</u></b>	
39	<b>EC1</b>	The Owner shall prepare an Integrated Environmental Review and/or an Environmental Impact Statement, in accordance with the policies of the Official Plan, to the satisfaction of the General Manager, Planning, Infrastructure and Economic Development Department.	<b>OTTAWA Planning CA</b>
40	<b>EC2</b>	<p>The Owner agrees that prior to registration, early servicing, or other works that would alter the vegetative characteristics of the site, where the afore-mentioned occurs 5-years after the initial draft approval, the Owner shall have the Environmental Impact Statement updated as necessary to reflect the final plan as approved, and to address any changes to the anticipated impacts and recommended mitigation measures that may be required as a result of changes to the draft plan, changes in the regulatory context with respect to species at risk, or changes in the known environmental context of the site.</p> <p>Notwithstanding the above, should Provincial legislation be modified that triggers the requirement of a revised Environmental Impact Statement, and updated report will be required.</p> <p>The updated Environmental Impact Statement shall be to the satisfaction of the General Manager, Planning, Infrastructure and Economic Development Department.</p>	<b>OTTAWA Planning</b>
41	<b>EC3</b>	The Owner acknowledges and agrees that the construction of the subdivision shall be in accordance with the recommendations of the approved Environmental Impact Statement and Tree Conservation Report.	<b>OTTAWA Planning CA</b>
42	<b>EC4</b>	The Owner agrees to abide by all appropriate regulations associated with Provincial and Federal statutes for the protection of wildlife, including migratory birds and species at risk.	<b>OTTAWA Planning</b>
43	<b>EC5</b>	The Owner acknowledges that the Huntley Creek is subject to the Mississippi Valley Conservation Authority's "Development, Interference with Wetlands and Alterations to Shorelines and	<b>OTTAWA Planning CA</b>

		Watercourses” regulation, made under Section 28 of the Conservation Authorities Act, R.S.O. 1990, c. C.27, as amended. The regulation requires that the Owner of the property obtain a permit from the Conservation Authority prior to any development within a regulated area. The regulated area includes the meander belt. Other features include the proposed realigned watercourse and associated outlet. Any application received in this regard will be assessed within the context of approved policies for the administration of the regulation. Permission is granted for two years for the initial site preparation and grading. Subsequent work for individual lot development will require permission from the MVCA if work is to be completed after the issuance of the original permit.	
44	<b>Special</b>	All grading works associated with the Street 3 connection to Carp Road within the 100-year floodplain shall be completed prior to registration and shall include: <ul style="list-style-type: none"> <li>a) Detailed cut and fill analysis for the proposed works;</li> <li>b) Issuance of a permit by Mississippi Valley Conservation Authority under Section 28 of the Conservation Authorities Act for the placement of fill, in accordance with the approved cut and fill analysis.</li> <li>c) Completion of the required grading works;</li> <li>d) Submission of an as-built survey demonstrating that the area is entirely removed from the floodplain.</li> </ul>	
45	<b>EC6</b>	The Owner agrees to establish a 30 metre “No Touch/No Development” corridor along the Huntley Creek west-east tributary, described as a Part on a legal plan, to the satisfaction of the Mississippi Valley Conservation Authority and the General Manager, Planning, Infrastructure and Economic Development Department. The final approved plan of subdivision shall clearly show this corridor and shall be identified in all agreements of purchase and sale for Lots 1-11, 40, 58-62, 68-70 and 78 inclusive.	<b>OTTAWA Planning CA</b>
46	<b>Special</b>	The Owner agrees to establish a “No Touch/No Development” corridor/buffer of a minimum of 30 metres along each side of Huntley Creek, and will be identified as a Part on a legal plan. The final approved plan of subdivision shall clearly show this setback, to the satisfaction of the Mississippi Valley Conservation Authority and the General Manager, Planning, Infrastructure and Economic Development Department.	<b>OTTAWA Planning CA</b>
47	<b>Special</b>	The Owner acknowledges and agrees that prior to any site preparation, site works, early servicing or registration of the subdivision, an Erosion and Sediment Control Plan shall be prepared for Huntley Creek and the re-aligned Huntley Creek east-west tributary to the satisfaction of the General Manager of Planning, Infrastructure	

		<p>and Economic Development, and the Mississippi Valley Conservation Authority.</p> <p>In relation to the Huntley Creek Corridor, identified as Block 83 on the draft plan, the Erosion and Sediment Control Plan will ensure no site disturbance within the greater of; 30 metres from the normal high watermark, meanderbelt hazard and the 100-year flood plain.</p> <p>All erosion and sediment control measures shall be maintained in good working order until the site has stabilized, after which any such measures that are not permanent, as per the approved Erosion and Sediment Control Plan shall be removed in a manner that minimizes disturbance to the site.</p>	
48	<b>EC8</b>	The Owner acknowledges that any proposed works on or adjacent to the Huntley Creek west-east tributary corridor will need to comply with the requirements of the Federal Fisheries Act and avoid causing Serious Harm to Fish, unless the Department of Fisheries and Oceans (DFO) has provided authorization.	<b>OTTAWA Planning</b>
49	<b>EC9</b>	The Owner shall complete the DFO Self-Assessment process and provide the City and the Mississippi Valley Conservation Authority with a copy of the completed Request for Review. The Owner acknowledges that should the results of the Self-Assessment indicate that serious harm to fish cannot be avoided, then the proponent must implement the appropriate measures to avoid, mitigate, or offset harm to fish and fish habitat, including aquatic species at risk.	<b>OTTAWA Planning</b>
50	<b>EC10</b>	The Owner agrees that no in-stream works will occur within the Huntley Creek west-east tributary during the fish timing window and as outlined by Ministry of Natural Resources and Forestry and Fisheries and Oceans Canada.	<b>OTTAWA Planning CA</b>
51	<b>EC12</b>	Where required, the Owner shall prepare, to the satisfaction of the General Manager, Planning, Infrastructure and Economic Development Department, an Owner Awareness Package (OAP) highlighting the advantages and responsibilities of a homeowner living in or adjacent to a natural area. The OAP shall describe the natural attributes of the community and the importance of good stewardship practices to ensure the long-term health and sustainability of the Natural Heritage System. Topics to be discussed include, but are not limited to, reducing environmental impacts from common household activities (e.g., water conservation, yard waste disposal, chemical use and storage, etc.), avoiding human-wildlife conflicts, and recommendations of locally appropriate native species for	<b>OTTAWA Planning CA</b>

		landscaping. The OAP shall be distributed to all purchasers with the Agreement of Purchase and Sale.	
52	<b>Special</b>	The Owner acknowledges and agrees to prepare and implement a Landscape Plan for the naturalization and re-vegetation of the re-located Huntley Creek west-east Tributary riparian buffer. The Landscape Plan shall be prepared for the totality of the 30 metre tributary corridor and include a hedgerow, or other suitable alternative, to demarcate the limits of the corridor. The Landscape Plan will be prepared to the satisfaction of the General Manager of Planning, Infrastructure and Economic Development and the Mississippi Valley Conservation Authority.	
53	<b>Special</b>	The Owner acknowledges and agrees that a notice shall be registered on title for lots 1-11, 40, 58-62, 68-70, and 78 which identifies that the portion of the property within 15 metres from the centre line of the Huntley Creek east-west Tributary is to be maintained naturally vegetated and undisturbed. Any alteration to the watercourse is subject to the Mississippi Valley Conservation Authority's "Development, Interference with Wetlands and Alterations to Shorelines and Watercourses" regulation, made under Section 28 of the Conservation Authorities Act, R.S.O. 1990, c.C.27, as amended.	
54	<b>Special</b>	The Owner acknowledges and agrees that prior to the registration of the subdivision, Huntley Creek, identified as Block 83 on the draft plan of subdivision, shall be re-zoned to an appropriate Open Space zone.	
55	<b>Special</b>	The Owner acknowledges and agrees that prior to the registration of the subdivision, the wooded area to be preserved on Lots 1 and 40-43 and identified on the draft plan of subdivision, shall be re-zoned to an appropriate Open Space zone.	
56	<b>Special</b>	<p>The Owner acknowledges and agrees that the City and the MVCA are not responsible for any works associated with Huntley Creek, identified as Block 83 on the draft plan. If, at some future date, maintenance or any works associated with the function of Huntley Creek or Block 83, are required, the City and the MVCA shall bear no responsibility, financial or otherwise, to provide solutions to those works. All efforts and costs relating to maintenance works associated with Huntley Creek and Block 83 shall be the sole responsibility of the Owner of lots 11, 12, 27 to 33 and 51 to 58 inclusively.</p> <p>The Owner further acknowledges and agrees that a notice on title respecting the above shall be registered on title of lots 11, 12, 27 to 33 and 51 to 58 inclusively, at the Owner's expense, and a warning clause shall be included in all agreements of purchase and sale and lease agreements for those said lots.</p>	
57	<b>Special</b>	The Owner acknowledges and agrees to erect permanent demarcation along the boundaries of the Huntley Creek corridor, identified as Block	

		83, prior to any site preparation works within the Subdivision to ensure no disturbance of the corridor.	
58	<b>Special</b>	The Owner acknowledges and agrees that a notice shall be registered on title for lots 11, 12, 27-33 and 51-58 which identifies that a portion of the lots are located within the flood plain and meander belt erosion hazard of Huntley Creek and is subject to the Mississippi Valley Conservation Authority's "Development, Interference with Wetlands and Alterations to Shorelines and Watercourses" regulation, made under Section 28 of the Conservation Authorities Act, R.S.O. 1990, c. C.27, as amended. The regulation requires that the Owner of the property obtain a permit from the Conservation authority prior to any development within a regulated area.	
		<b><u>Stormwater Management</u></b>	
59	<b>SW1</b>	<p>The Owner shall provide any and all stormwater reports (list of reports, for example, a Stormwater Site Management Plan in accordance with a Conceptual Stormwater Site Management Plan) that may be required by the City for approval prior to the commencement of any works in any phase of the Plan of Subdivision. Such reports shall be in accordance with any watershed or subwatershed studies, conceptual stormwater reports, City or Provincial standards, specifications and guidelines. The reports shall include, but not be limited to, the provision of erosion and sedimentation control measures, implementation or phasing requirements of interim or permanent measures, and all stormwater monitoring and testing requirements.</p> <p>All reports and plans shall be to the satisfaction of the General Manager, Planning, Infrastructure and Economic Development Department.</p>	<b>OTTAWA Planning CA</b>
60	<b>SW2</b>	<p>(a) Prior to the commencement of construction of any phase of this Subdivision (roads, utilities, any off site work, etc.) the Owner shall:</p> <ul style="list-style-type: none"> <li>i. have a Stormwater Management Plan and an Erosion and Sediment Control Plan prepared by a Professional Engineer in accordance with current best management practices;</li> <li>ii. (if appropriate) provide all digital models and modelling analysis in an acceptable format;</li> <li>iii. have said plans approved by the General Manager, Planning, Infrastructure and Economic Development Department, and</li> <li>iv. provide certification through a Professional Engineer licensed in the province of Ontario that the plans have been implemented.</li> </ul>	<b>OTTAWA Planning CA</b>



		<p>(b) All submissions and any changes made to the Plan shall be submitted to the satisfaction to the City and the Mississippi Valley Conservation Authority.</p> <p>(c) The Owner shall implement an inspection and monitoring plan to maintain erosion control measures.</p>	
61	<b>SW3</b>	On completion of all stormwater works, the Owner agrees to provide certification to the General Manager, Planning, Infrastructure and Economic Development Department through a Professional Engineer, licensed in the province of Ontario, that all measures have been implemented in conformity with the approved Stormwater Site Management Plan.	<b>OTTAWA Planning</b>
62	<b>SW6</b>	The Owner agrees that the development of the Subdivision shall be undertaken in such a manner as to prevent any adverse effects, and to protect, enhance or restore any of the existing or natural environment, through the preparation of any storm water management reports, as required by the City.	<b>OTTAWA Planning</b>
63	<b>Special</b>	The Owner acknowledges and agrees that prior to the registration of the subdivision, the final design of the Roadside Infiltration Trenches, ensuring infiltration targets are met, shall be prepared to the satisfaction General Manager, Planning, Infrastructure and Economic Development Department.	<b>OTTAWA Planning</b>
64	<b>Special</b>	The Owner acknowledges and agrees that the site lies within an area identified as high recharge in the Carp Road Corridor Community Design Plan and that the stormwater management design for this site must follow the recommendations of the Carp Road Corridor Community Design Plan and maintain recharge of groundwater on site. Further, the Owner acknowledges and agrees that recharge targets from the Carp River Watershed Subwatershed Study dated December 2004 must be met as part of the water balance calculations which will be submitted for review as part of the detailed design.	<b>OTTAWA Planning</b>
		<b><u>Unserviced Lands</u></b>	
65	<b>UL1</b>	The Owner agrees that all well construction, including test wells, shall be in accordance with the recommendations of the approved Hydrogeological and Terrain Analysis Report and the Hydrogeological and Terrain Analysis Guidelines, as amended. And that certification of same by a Professional Engineer, or Professional Geoscientist, licensed in Ontario, will be provided to the Mississippi Valley Conservation Authority in this regard. The Owner shall advise all prospective lot purchasers, in the agreements of purchase and sale and in the Deed(s), of these certification requirements. The Owner also agrees that the Subdivision Agreement with the City of Ottawa	<b>OTTAWA Planning CA</b>

		may require the (specify Mississippi Valley Conservation Authority to indicate satisfaction with the well certification, as may be required.	
66	<b>UL2</b>	<p>The Owner is advised that a clause will be inserted into the Subdivision Agreement requiring that all agreements of purchase and sale shall include the following notification.</p> <p>“The City of Ottawa does not guarantee the quality or quantity of the groundwater. If, at some future date, the quality or the quantity of the groundwater becomes deficient, the City of Ottawa bears no responsibility, financial or otherwise, to provide solutions to the deficiency; such solutions being the sole responsibility of the homeowner.”</p>	<b>OTTAWA Planning Legal</b>
67	<b>UL3</b>	<p>The registration of this subdivision shall be completed for all lots; phasing will be completed through the implementation of 0.3 metre reserves. Each phase of development is not to contain more than 40 lots. Prior to lifting the 0.3 metre reserve(s) of subsequent phases, the Owner shall submit a performance review of the operation of wells and/or private sewage disposal systems in the previous phase(s) of the development. Such review shall demonstrate that the previous phase(s) are operating satisfactorily. A Professional Engineer currently licensed in Ontario, with experience in hydrogeology, or a Professional Geoscientist currently licensed in Ontario shall prepare the performance review in accordance with the Hydrogeological and Terrain Analysis Guidelines, of the City of Ottawa, March 2021, as amended.</p> <p>The final number of lots required for analysis must be rationalised and supported in the performance review, but in any case the performance review shall only be prepared and submitted for review when a minimum of 50% of the lots in the previous phase have been built and occupied for more than one year and, when requesting the lifting of reserves of any phase beyond the second phase, a representative number of lots in the older phases must also be analysed, all to the satisfaction of the General Manager, Planning, Infrastructure and Economic Development Department.</p> <p>Further, the Owner agrees that prior to the lifting of 0.3 metre reserves to accommodate of each phase of development, lots in that phase or any subsequent phase will not be offered for sale.</p>	<b>OTTAWA Planning CA</b>
68	<b>Special</b>	The Owner acknowledges and agrees that all wells are to be constructed with a minimum well casing depth of 12 metres, as per the approved Hydrogeological report.	

69	<b>Special</b>	The Owner acknowledges and agrees that all residential development will occur in accordance with the approved Lot Development Plan. The location of wells and septic systems must meet those identified in the approved Lot Development Plan in order to ensure that servicing can be safely accommodated on each lot.	
70	<b>Special</b>	<p>The Owner acknowledges and agrees that Site Plan Approval is applicable on all commercial Blocks, Blocks 79 to 82 all inclusive, and that site plan shall be required to ensure all commercial development adheres to the maximum permitted impermeable surface and maximum septic flows permitted as per the approved Hydrogeological report. Should the individual development of each Block wish to deviate from the maximum permitted impermeable surface of maximum permitted septic flows, an updated Septic Impact Assessment will be required to support the proposed development; the revised lot-specific septic impact assessment must be prepared by a Professional Engineer or Professional Geoscientist to the satisfaction of the General Manager of Planning, Infrastructure and Economic Development.</p> <p>Such requirement for Site Plan Control being applied on all commercial Blocks, regardless of the exemptions within the Site Plan Control By-law, shall form part of the notice on title of each Block, placed in all purchase and sale agreements and any other agreement as required to the satisfaction of the General Manager of Planning, Infrastructure and Economic Development</p>	
71	<b>Special</b>	The Owner acknowledges and agrees to abide by the recommendations of Section 8 of the approved Hydrogeological report.	<b>OTTAWA Planning</b>
		<b><u>Utilities</u></b>	
72	<b>U1</b>	The Owner is hereby advised that prior to commencing any work within the subdivision, the Owner must confirm that sufficient wire-line communication /telecommunication infrastructure is currently available to the proposed development to provide communication/telecommunication service to the proposed development. In the event that such infrastructure is not available, the Owner is hereby advised that the Owner shall ensure, at no cost to the City, the connection to and/or extension of the existing communication / telecommunication infrastructure. The Owner shall be required to demonstrate to the municipality that sufficient communication /telecommunication infrastructure facilities are available within the proposed development to enable, at a minimum, the effective delivery of communication /telecommunication for emergency management services (i.e. 911 Emergency Services).	<b>OTTAWA Planning</b>

73	<b>Special</b>	The Owner acknowledges and agrees that prior to commencing Works identified within the Draft Plan; it shall confirm the proposed development is sufficiently serviced by all necessary utilities. The Owner further agrees to comply with all relevant and existing utility Conditions of Service, construction processes and guidelines. The Owner further agrees it shall be responsible for engaging the providers of any necessary utilities to determine servicing for the proposed development and that it shall be responsible for all costs relating to the relocation, placement and/or upgrade of existing or future utility infrastructure for the proposed development. The Owner shall be required to demonstrate to the satisfaction of the General Manager, Planning, Infrastructure and Economic Development that sufficient utility servicing and infrastructure exist to service the proposed development and that communication / telecommunication infrastructure facilities are available, at a minimum, for the delivery of emergency management services.	<b>OTTAWA HydroOne</b>
74	<b>Special</b>	The Owner acknowledges and agrees to convey, at their cost, any easements as may be required by the necessary utilities and agrees to abide by all conditions of the City's inhibiting order. The Owner further acknowledges and agrees that such easements shall not be granted on any lands being conveyed to the City, or those proposed to be conveyed to the City, without City's approval.	<b>OTTAWA HydroOne</b>
75	<b>Special</b>	Should any lands owned or proposed to be owned by the City be encumbered as a result of these conditions, the Owner shall bear the sole responsibility and costs associated with correcting such actions, including but not limited to the conveyance of additional lands, the relocation of any such easements or infrastructure as may be deemed appropriate by the General Manager, Planning, Infrastructure and Economic Development.	<b>OTTAWA HydroOne</b>
		<b><u>Noise Attenuation</u></b>	
76	<b>Special</b>	The Owner agrees that all purchase and sale agreements for the whole or any part of lots 33-39, inclusive, on the Plan of Subdivision shall contain the following clauses that shall be registered as a notice on title in respect of those lots:  "Purchasers/Tenants are advised that due to the proximity of the adjacent Rural Employment Lands on Carp Road, sound levels due to increasing commercial and industrial uses may at times be audible and on occasions interfere with some activities of the dwelling occupants".	
		<b><u>Land Transfers</u></b>	

77LT1	<p>The Owner shall convey, at no cost to the City, all lands required for public purposes, including but not limited to, reserves, road widenings, daylighting triangles, walkway blocks, open space blocks, and lands required for parks (or cash-in-lieu thereof) and for stormwater management. In particular, the Owner agrees to convey the following lands:</p> <ul style="list-style-type: none"> <li>i. Pathway, Walkway or Servicing Blocks – 84, 85</li> <li>ii. Road Widening Blocks – 88-90</li> <li>iii. 0.3 m Reserve Blocks – 86-87, plus roads 2 and 3 along the boundary of phases 1 and 2</li> </ul>	OTTAWA Planning Legal
78LT2	<p>The Owner agrees to convey, at no cost to the City, any easements that may be required for the provision of water and wastewater systems, in addition to underground or overland stormwater drainage systems.</p>	OTTAWA Planning Legal
	<b><u>Development Charges By-law</u></b>	
79DC2	<p>The Owner shall inform the purchaser after registration of each lot or block of the development charges that have been paid or which are still applicable to the lot or block. The applicable development charges shall be as stated as of the time of the conveyance of the relevant lot or block and the statement shall be provided at the time of the conveyance. The statement of the Owner of the applicable development charges shall also contain the statement that the development charges are subject to changes in accordance with the <i>Development Charges Act, 1997</i> and the <i>Education Development Charges Act</i>.</p>	OTTAWA Planning Legal
	<b><u>Survey Requirements</u></b>	
80Surv1	<p>The Owner shall provide the final plan intended for registration in a digital format that is compatible with the City's computerized system. <b>(ALWAYS REQUIRED)</b></p>	OTTAWA Planning
81Surv2	<p>The Plan of Subdivision shall be referenced to the Horizontal Control Network in accordance with the City requirements and guidelines for referencing legal surveys.</p>	OTTAWA Surveys
82Surv3	<p>The distance from the travelled Centreline of all existing adjacent roads to the subdivision boundary should be set out in the Plan of Subdivision.</p>	OTTAWA Surveys
	<b><u>Closing Conditions</u></b>	

83C1	The City Subdivision Agreement shall state that the conditions run with the land and are binding on the Owner's, heirs, successors and assigns.	<b>OTTAWA Legal</b>
84C2	At any time prior to final approval of this plan for registration, the City may, in accordance with Section 51 (44) of the <i>Planning Act</i> , amend, delete or add to the conditions and this may include the need for amended or new studies.	<b>OTTAWA Legal</b>
85C3	The owner shall pay any outstanding taxes owing to the City of Ottawa prior to registration. <b>(ALWAYS REQUIRED)</b>	<b>OTTAWA Planning Revenue</b>
86C4	Prior to registration of the Plan of Subdivision, the City is to be satisfied that conditions 1 to X (specify, for example 1 to 140) have been fulfilled.	<b>OTTAWA Planning</b>
87C5	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, Infrastructure and Economic Development Department may serve notice to the Owner to have the damage repaired and if such notification is without effect for a period of two full days after such notice, the General Manager, Planning, Infrastructure and Economic Development Department may cause the damage to be repaired and shall recover the costs of the repair plus the Management Fee under Section 427, of the <i>Municipal Act, 2001</i> , like manner as municipal taxes.	<b>OTTAWA Planning</b>
88C6	If the Plan(s) of Subdivision, including all phases within the draft approved plan of subdivision, has not been registered by <i>(a date at least three years after the date of draft approval will be inserted later)</i> , the draft approval shall lapse pursuant to Section 51 (32) of the <i>Planning Act</i> . Extensions may only be granted under the provisions of Section 51 (33) of said <i>Planning Act</i> prior to the lapsing date.	<b>OTTAWA Planning</b>

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<sup>i</sup> For Clearing Agencies:  
“Planning” refers to Planning Services.

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

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

“Legal” refers to Legal Services.

“Parks” refers to Parks and Facilities Planning Services.

“BCS” refers to Building Code Services.

“Transit” refers to Transit Planning.

“Transpo Plg” refers to Transportation Planning.

“Forestry” refers to Forest Management.

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

“Revenue” refers to Revenue Services.

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