

Sunset Lakes Developments

From: Moore, Sean <Sean.Moore@ottawa.ca>
Sent: October 28, 2015 2:04 PM
To: sunsetlakes@rogers.com
Cc: ARK Engineering
Attachments: Cedarlakes Ph 3-5 (5E only) FINAL Draft Conditions 20151023.pdf

Hi Dan P,

As requested please find attached a pdf of the Final Draft Approved conditions for Phases 3-5E.

Regarding the performance report for Phases 1-2, I have spoken with the SNCA and will advise as soon as their review is complete.

Regards,

Sean Moore MCIP, RPP, LEED Green Associate
Planner III, Acting
Development Review (Rural Services)
Urbaniste III, Intérimaire
Examen des demandes d'aménagement (services ruraux)



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MENU OF CONDITIONS

6980848 Canada Corporation and 7657315 Canada Corporation
Cedarlakes Subdivision Phases 3-5 (Phase 5 East)

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This approval applies to the draft plan certified by Andre Roy, J.D. Barnes Limited, Ontario Land Surveyor, dated REVISED DRAFT PLAN TO BE REFERENCED.

Clearing Agency

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.

General

1. 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 and Growth Management.
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.

**OTTAWA
Planning**
3. The Owner acknowledges and agrees that any person who, prior to the draft plan approval, entered into a purchase and sale agreement with respect to lots or blocks created by this Subdivision, shall be permitted to withdraw from such agreement without penalty and with full refund of any deposit paid, up until the acknowledgement noted above has been executed.

**OTTAWA
Legal**
4. 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.

**OTTAWA
Legal**
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.

**OTTAWA
Planning**
6. The Owner acknowledges and agrees that all reports and/or studies required as a result of the approval of the Plan of Subdivision shall be implemented to

OTTAWA

the satisfaction of the City at the sole expense of the Owner, and that the City may require certification by the Owner's professional consultants that the Works have been designed and constructed in accordance with the approved reports, studies, standards, specifications and plans to the satisfaction of the General Manager, Planning and Growth Management.

Planning

Zoning

7. 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 Planning Act, with all possibility of appeal to the Ontario Municipal Board exhausted.

**OTTAWA
Planning**

8. The Owner undertakes and agrees that prior to the registration of the Plan of Subdivision; the Owner shall deliver to the City a certificate executed by an Ontario Land Surveyor showing that the area and frontage of all lots and blocks within the Subdivision are in accordance with the applicable Zoning By-law.

**OTTAWA
Planning**

Highways/Roads

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 Impact Assessment. The study shall comply with the City of Ottawa's Transportation Impact Assessment Guidelines. The Owner agrees to revise the Draft Plan in accordance with the recommendations of the study to the satisfaction of the General Manager, Planning and Growth Management.

**OTTAWA
Planning**

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.

**OTTAWA
Planning
Legal**

11. The Owner shall convey to the City, at no cost to the City, an unencumbered road widening along Stagecoach Road, adjacent to the subdivision lands, measuring 15 metres from the existing centreline in accordance with the Official Plan, to the satisfaction of the General Manager, Planning and Growth Management.

**OTTAWA
Planning**

12. Prior to registration, the Owner shall illustrate 0.3 metre reserves delineating discrete phases of no more than 40 lots per phase, to the satisfaction of the General Manager, Planning and Growth Management.

**OTTAWA
Planning**

13. The Owner agrees that all intersections shall have daylighting triangles

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- measuring a minimum of five metre by five metre.
14. 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. **Planning**
OTTAWA
Planning
15. All streets shall be named to the satisfaction of the Director of Building Code Services and in accordance with the Municipal Addressing Bylaw or the Private Roadways By-law as applicable. **OTTAWA**
BCS
16. The design of all roads and intersections shall be to the satisfaction of the General Manager, Planning and Growth Management. **OTTAWA**
Planning
17. The Owner acknowledges and agrees to be responsible for 100% of the cost and installation of all permanent and temporary street name signs and traffic signal signs that may be required in accordance with City Specifications. All signs shall be installed and located to the satisfaction of the General Manager, Planning and Growth Management and installed prior to Acceptance by the City of the Roads within the subdivision. **OTTAWA**
Planning
BSC
18. 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. **OTTAWA**
Planning
19. The Owner acknowledges and agrees that all street lighting shall be designed and constructed in accordance with the City specifications and design, and can include marker lighting. **OTTAWA**
Planning
20. The Owner acknowledges and agrees that no permanent features will be permitted above and below grade within the widened right-of-way or corner site triangles, including commercial signage. **OTTAWA**
Planning
21. The Owner acknowledges and agrees that the design of all Road intersections, including geometric, intersection spacing, grades, the conveyances of the necessary sight triangles and required 0.3 metre reserves necessary for lot access control or until the future construction of Road extensions or future development of adjacent lands, shall be to the satisfaction of the General Manager, Planning and Growth Management. **OTTAWA**
Planning
- Geotechnical**
22. The Owner shall submit a Geotechnical report prepared in accordance with the City's approved Geotechnical and Slope Stability Guidelines for Development Applications, by a Geotechnical Engineer, licensed in the Province of Ontario, containing detailed information on applicable Geotechnical matters and recommendations which matters may include, where applicable, but are not limited to:
- a. existing sub-surface soils, groundwater conditions;
 - b. slope stability and erosion protection, in addition to any building construction
 - c. requirements adjacent to unstable slopes;
 - 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;
 - i. design and construction of swimming pools;
 - ii. tree planting, including restrictions to landscaping with respect to proximity to buildings; and
 - iii. design and construction of park blocks.

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

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| 23. | The Owner shall retain the services of the previously referred to Geotechnical Engineer to ensure that the recommendations of the report are fully implemented. The Owner shall provide the General Manager, Planning and Growth Management with certificates of compliance issued by the Geotechnical Engineer with respect to each of the matters identified in condition #22. Furthermore, the Owner shall provide the General Manager, Planning and Growth Management with certificates of compliance issued by the Geotechnical Engineer prior to construction of the foundation and prior to request for backfill inspection. | OTTAWA
Planning |
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Walkways, Fencing, and Noise Barriers

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| 24. | 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: <ul style="list-style-type: none"> a. Along the exterior lot line of Lot 101 b. Along Block 142 where it abuts adjacent properties | OTTAWA
Planning |
| 25. | The Owner agrees that any vinyl-coated chain link fence required to be installed under this Agreement, shall be located a minimum of 0.15 metres inside the property line of the private property. | OTTAWA
Planning |
| 26. | The Owner shall insert a clause in each agreement of purchase and sale and Deed for lands which fences have been constructed stating that: <p style="margin-left: 40px;">“Purchasers are advised that they must maintain all fences in good repair, including those as constructed by (developer name) 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”.</p> | OTTAWA
Planning |

Landscaping/Streetscaping

27. The Owner shall insert a clause in each agreement of purchase and sale and Deed for lands which states: **OTTAWA Planning**
- “Purchasers are advised that they must plant a minimum of 1 tree per interior lot and 2 trees per exterior side yard lots where lots were not provided with retained trees”
28. The Owner agrees to have a landscape plan or tree conservation report for the draft plan of subdivision prepared by a professional. The plan shall include tree retention locations 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**
29. The Owner agrees to implement the approved landscape plan or tree conservation report to the satisfaction of the General Manager, Planning and Growth Management. Prior to any on-site works or Early Servicing 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**
30. 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**
31. 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**

Parks

32. The Owner acknowledges and agrees to design and construct at its cost the parkland, identified as Block(s) 141 and 142 in accordance with City Specifications and Standards. The Owner further agrees to provide design plans 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 a rate per hectare and indexing rate utilized for park development by the City at the time of registration of each phase of development, or a rate to be established by the Ontario Municipal Board. . 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. **OTTAWA Planning**

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.

33. The Owner acknowledges and agrees that the park design , construction, review and inspection budget, as per Condition 32 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. **OTTAWA Planning**
34. 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. **OTTAWA Planning**
35. The Owner acknowledges and agrees that, following registration of this agreement, all park blocks will be transferred to the City. Notwithstanding said transfer, the Owner acknowledges and agrees that prior to the assumption of the park by the City, the Owner will retain all liability for the transferred blocks and that said transfer will in no way exonerate the Owner from its responsibility to design and construct the park pursuant to the terms of this agreement. **OTTAWA Planning**
36. The Owner covenants and agrees that Block(s) 141 and 142 will be conveyed to the City, at no cost, as dedicated parkland. The size and configuration of Block(s) 141 and 142 on the Final Plan shall be to the satisfaction of the General Manager, Planning and Growth Management. The parkland dedication requirement has been calculated at a rate of 5% of the gross land area or such other rate as agreed to in writing to the satisfaction of General Manager, Planning and Growth Management, based on the estimated number of 122 units for this subdivision for a dedication requirement of 2.5 ha. In the event that the number of units changes, the required parkland dedication will also change. **OTTAWA Planning**
37. In accordance with the Planning Act and the City of Ottawa Parkland Dedication By-law, the Owner shall convey Blocks 141 and 142 together with cash-in-lieu of parkland on the subject lands within Ward 20 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, all to the satisfaction of the General Manager, Planning and Growth Management. **OTTAWA Planning**

38. All Owner obligations associated with the Park Blocks such as preliminary grading, servicing and fencing must be completed by the time of first lift of asphalt on the first street adjacent to a park frontage, to the satisfaction of the General Manager of Planning and Growth Management. The first phase of development must include a park. **OTTAWA Planning**
39. 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 Park Blocks without the prior written approval of the General Manager, Planning and Growth Management. **OTTAWA Planning**
40. 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 Blocks 141 and 142 will not form part of the required Planning Act parkland dedication requirements at the discretion of the General Manager, Planning and Growth Management. **OTTAWA Planning**
41. The Owner acknowledges and agrees, at his expense, to erect on Park Block 141 and 142 at a location(s) selected by the General Manager, Planning and Growth Management, a professionally painted sign. Sign material, size and installation and construction details shall be to the satisfaction of the General Manager, Planning and Growth Management. This sign shall clearly read, in English and in French:
- a. Future Parkland
 - b. No Dumping
 - c. No Removal of Soil or Vegetation
 - d. No Storage of Materials
42. The Owner further agrees to maintain the sign in condition 41 (including graffiti removal) and that such sign shall be removed only with the approval of the General Manager, Planning and Growth Management. **OTTAWA Planning**
43. 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. active lighted sports fields
 - c. recreation and leisure facilities
 - d. potential community centre
 - e. library
 - f. daycare
 - g. other potential public buildings/facilities

44. The Owner shall not remove or disturb any of the existing vegetation or topsoil on dedicated parkland unless such removal or disturbance forms part of the work approved by the General Manager, Planning and Growth Management. No storage of equipment, vehicles building materials including granular or topsoil, or disposal of snow, will be permitted on the Park Block. If the Owner disturbs the parkland, it must be reinstated to the satisfaction of the General Manager, Planning and Growth Management. **OTTAWA Planning**
45. 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**
46. Unless otherwise specified the Owner shall provide the following services and utilities to all Park Blocks: **OTTAWA Planning**
- a. The Owner shall provide an open ditch, culvert and driveway in the road allowance adjacent to the park frontage, in accordance with the approved street cross-section.
 - b. The Owner shall provide a well, constructed as per Ontario Regulation 903, as amended and the recommendations of the approved Hydrogeological investigation and, shall also be certified by a P. Eng. or P. Geo. The Hydrogeological investigation shall be in accordance with MOE Procedure D-5-5, as amended, except for the minimum number of wells.
 - c. A 120/240 volt, 200 ampere single phase hydro service at 2m inside the park property line. The Owner is responsible for making all arrangements and coordinating the connection of the new hydro 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.
47. The Owner shall install fencing of uniform appearance and quality, with a minimum height of five feet (5') (1.5m) along the common boundary of all residential lots and blocks and ravine lands, and hazard lands which abut public walkways and Park Blocks. Fences shall be installed 0.15m on the 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 6 gauge black vinyl coated chain link material and black powder coated schedule 40 pipe rails and posts or an approved alternative. **OTTAWA Planning**

48. The Owner shall place the following clause in each Lot and Block abutting Blocks 141 and 142: **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"

Environmental Constraints

49. The Owner acknowledges that the watercourses are subject to the South Nation Conservation Authority's "Development, Interference with Wetlands and Alterations to Shorelines and Watercourses" Ont. Reg. 170/06, made under Section 28 of the Conservation Authorities Act, R.S.O. 1990, c. C.27, as amended. The regulation requires that the Owner of the property obtain a permit from the Conservation Authority prior to straightening, changing, diverting, or interfering in any way with any watercourse. Any application received in this regard will be assessed within the context of approved policies for the administration of the regulation. **OTTAWA SNC Planning**

50. Prior to registration the Owner acknowledges and agrees to prepare a final Environmental Impact Statement, to the satisfaction of the General Manager, Planning and Growth Management. **OTTAWA Planning**

51. The Owner acknowledges and agrees the final Environmental Impact Statement shall include: **OTTAWA Planning**

- a. for phases 3, 4 and Phase 5 east a survey for the endangered butternut be completed during the 2016 leaf-out period
- b. three surveys in 2016 following the MNRF protocol to determine if the threatened bobolink or eastern meadowlark are nesting on the west cultural meadow in the west portion of Phase 4
- c. for Phase 5 West a survey for butternuts be completed during the 2016 leaf-out period
- d. three surveys for the threatened eastern whip-poor-will be completed in the spring to early summer 2016 following MNRF protocol.
- e. Following a mutually agreed upon methodology collect quantitative data and analysis by a Registered Professional Forester (RPF) for the purpose of evaluating the woodland in Phase 5 West for the determination of its significance as a 'significant woodland' as defined by the EIS Guidelines, Official Plan and Provincial Policy Statement.

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

52. Prior to any draft approval of lands and lotting in Phase 5 West (being lots 1-28, Blocks 143 and 146, and Streets A and B, as shown conceptually on draft plan certified by Andre Roy, J.D. Barnes Limited, Ontario Land Surveyor, dated April 6, 2011), the Owner shall prepare a final Environmental Impact Statement which addresses the woodlot in Phase 5 West and its significance as it relates to Official Plan policies and the Provincial Policy Statement, to the satisfaction of the General Manager, Planning and Growth Management. **OTTAWA Planning**

53. The Owner or the Owner's successor(s) agrees to develop each lot in accordance with the findings and recommendations of the detailed Tree Conservation Report and to inform future Purchasers regarding their obligation to implement the specific tree saving measures applicable to the lot they are purchasing, through all Offers of Purchase and Sale and Agreements, to the satisfaction of the General Manager, Planning and Growth Management. **OTTAWA Planning**
54. The Owner acknowledges and agrees that the construction of the subdivision shall be in accordance with the recommendation of the Integrated Environmental Review Statement. **OTTAWA Planning**
55. 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 water features and wooded areas. The Handbook shall be distributed to all purchasers with the Agreement of Purchase and Sale. **OTTAWA Planning**
56. The Owner agrees to inform prospective purchasers that school accommodation pressures exist in the Ottawa-Carleton District School Board schools designated to serve this development and that at the present time this problem is being addressed by the utilization of portable classrooms and/or by directing students to schools outside of their community. **OTTAWA Planning**
- Archaeology**
57. 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). **OTTAWA Planning and Ministry of Culture**
- (Ministry provides written clearance to the City prior to registration, at the request of the applicant.)
58. The Owner agrees to implement the recommendations of the approved assessment, including mitigation, through preservation or removal and documentation of archaeological resources; and The Owner agrees that no site works shall take place until any archaeological resource conservation concerns have been addressed. All of the above noted conditions shall be to the satisfaction of the Ministry of Culture and the General Manager, Planning and Growth Management. **OTTAWA Planning and Ministry of Culture**

Grading

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|-------------------------------------|--|---------------------------|
| 59. | The Owner acknowledges and agrees to prepare, as a minimum, plan and profile, grading and drainage, stormwater management, private services, details and utility plans and associated calculations and reports to the satisfaction of the General Manager, Planning and Growth Management. | OTTAWA
Planning
SNC |
| 60. | The Owner acknowledges and agrees to have topographical surveys completed beyond the boundaries of the rear and side yards of lots adjacent the new proposed lots for the purposes of drainage water control. The surveys shall be to the satisfaction of the General Manager, Planning and Growth Management. The Owner shall obtain all necessary access permission to carry out this work at its cost. | OTTAWA
Planning
SNC |
| 61. | The Owner acknowledges and agrees that this development shall not interfere with existing drainage patterns for adjacent lands during construction and after the completion of the development of this Subdivision. Drainage from the existing adjacent lands must be accommodated if blocked or affected by this development, to the satisfaction of the General Manager, Planning and Growth Management. | OTTAWA
Planning
SNC |
| 62. | The Owner acknowledges and agrees to submit an as-built grading plan showing actual ground elevations to geodetic datum at front, rear and side of houses, driveways at edge of pavement and at garage, all lot corners, swale inverts, terraces and top and bottom of retaining walls. The grades must be taken under the supervision of a Professional Civil Engineer or Ontario Land Surveyor. | OTTAWA
Planning
SNC |
| 63. | The Owner acknowledges and agrees to have a civil engineer licensed in the Province of Ontario or an Ontario land surveyor certify the elevation of the top of footings prior to completion of the foundation walls, and the Owner shall remove said footing if found to be out by more than 0.1 metre from the approved design grading plan. Said elevation shall be submitted by the professional engineer or Ontario Land Surveyor to the General Manager, Planning and Growth Management for approval prior to the completion of the foundation walls. | OTTAWA
Planning
SNC |
| <u>Stormwater Management</u> | | |
| 64. | 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. | OTTAWA
Planning
SNC |
| 65. | Prior to the commencement of construction of any phase of this Subdivision (roads, utilities, any off site work, etc.) the Owner shall: <ul style="list-style-type: none"> (a) have a Stormwater Management Plan and an Erosion and Sediment Control Plan prepared by a Professional Engineer in accordance with Current Best Management Practices, (b) have said plans approved by the General Manager, Planning and Growth Management, and | OTTAWA
Planning |

- (c) provide certification to the General Manager, Planning and Growth Management through a Professional Engineer that the plans has been implemented.

Any changes made to the Plan shall be submitted to the satisfaction to the City of Ottawa and the Conservation Authority.

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

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| 66. | 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. | OTTAWA
Planning |
| 67. | Prior to the registration, or the making of an application for a Ministry of Environment and Climate Change Certificate of Approval for any stormwater works, whichever event first occurs, the Owner shall prepare a Stormwater Site Management Plan in accordance with a Conceptual Stormwater Site Management Plan (specified by title of plan, date). Stormwater Best Management Practices and in conformity with the approved Sub-Watershed 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 South Nation Conservation. | OTTAWA
Planning
SNC |
| 68. | 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. | OTTAWA
Planning |
| 69. | The Owner, or upon transfer of the Certificate of Approval, the Owner's Association shall maintain the stormwater management pond in accordance with the recommendations of the Stormwater Management Plan and to the satisfaction of the General Manager, Environmental Services until such time as the stormwater management pond has been given Final Acceptance and assumed by the City of Ottawa. | OTTAWA
Planning
ESD |
| 70. | 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:

"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." | OTTAWA
Planning |
| 71. | The Owner agrees that the responsibility of the maintenance of the stormwater management pond(s) shall be transferred at such time as the establishment of | OTTAWA |

	the Owner's Association.	Planning
72.	The Owner or upon transfer of the Certificate of Approval, the Owner's Association acknowledges and agrees to monitor water quality of the stormwater facility in accordance with the Ministry of Environment Certificate of Approval requirements and as outlined in the Stormwater Site Management Plan to the satisfaction of the South Nation Conservation Authority as required, after completion and Acceptance of the stormwater management facility by the City of Ottawa.	OTTAWA Planning
73.	The Owner acknowledges and agrees that all proposed residential units shall have their underside of footing elevations set at a minimum 300mm above the 1:100 year storm event water levels in the proposed stormwater management ponds or the normal water elevation identified in the geotechnical report, whichever level is greater, or such other level as recommended by a Professional Engineer and accepted by the General Manager, Planning and Growth Management, in order to provide an appropriate safeguard against basement flooding.	OTTAWA Planning
	<u>Fisheries</u>	
74.	The Owner acknowledges that the proposed works on watercourses within and downstream from the proposed subdivision will require the Department of Fisheries and Oceans (DFO) authorization. Any harmful alteration, disruption or destruction (HADD) as a result of the subdivision will require compensation to the satisfaction of DFO.	OTTAWA Planning SNC
75.	The Owner agrees that all approvals and conditions of approval shall be met as required by the South Nation Conservation, Department of Fisheries and Oceans, and all other Municipal and Provincial authorities. A copy of all agreements and certificates of approvals required by the agencies noted above shall be presented to the City prior to the City issuing commence work notifications to begin construction.	OTTAWA Planning SNC
76.	The Owner acknowledges that any construction or alteration activities to any watercourse will require a Permit from South Nation Conservation as required under Ontario Regulation 170/06 (Regulation of Development, Interference with Wetlands and Alteration to Shorelines and Watercourses) before commencing any work within or adjacent to the watercourse.	OTTAWA Planning SNC
77.	The Owner shall provide and implement, where required, a Compensation Plan for the loss of fish habitat, as well as a monitoring program for the project to the satisfaction of the DFO.	OTTAWA Planning SNC
78.	The Owner shall submit an application for authorization works or undertakings affecting fish habitat completed and signed by the applicant/owner. The completed applications will include the following:	OTTAWA Planning SNC
	<ul style="list-style-type: none"> a. Details concerning the length and width of the drain portion that will be affected; b. Drawings of the altered watercourse (site plan, cross section illustration the compensation items; c. Sediment and erosion control measures (details); and 	

- d. A completed Channel Relocation Application Form, if applicable.

Unserviced Lands

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| 79. | The Owner agrees that all well construction, including test wells, shall be in accordance with the recommendations of the approved Hydrogeological and Terrains Analysis Report, and that certification by a Professional Engineer or Professional Geoscientist will be provided to the General Manager, Planning and Growth Management 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. Further, prior to occupancy, the Owner agrees to provide well certifications to the General Manager, Planning and Growth Management. | OTTAWA
Planning |
| 80. | Prior to registration of the Plan of Subdivision, the Owner acknowledges and agrees to prepare a final Terrain Analysis and Hydrogeological Study to the satisfaction of the General Manager, Planning and Growth Management and the South Nation Conservation Authority. | OTTAWA
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| 81. | The Owner acknowledges and agrees that a permit to take water is required under the Ontario Water Resources Act from the Ministry of Environment for taking more than 50,000 litres of water a day from any source including a well. | OTTAWA
Planning
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| 82. | <p>The registration of this subdivision shall be phased. Each phase of registration is not to contain more than 40 lots. Prior to the registration of each phase other than the first phase, the Owner shall submit a performance review of the operation of wells and 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, with experience in hydrogeology, or a professional geoscientist shall prepare the performance review. The final number of lots required for the purpose of the performance review analysis shall be as follows:</p> <p>a. For Phase 4 development, 12 lots must be analyzed in Phase 3 and a total of 8 lots within Phase 2 not previously sampled.</p> <p>b. For Phase 5 East development, 12 lots must be analyzed in Phase 4 and a total of 8 lots within Phase 3 not previously sampled.</p> <p>For items a and b above, the lots in the previous phases must have been built and occupied for not less than three seasons, to the satisfaction of the General Manager, Planning and Growth Management.</p> | OTTAWA
Planning
SNC |
| 83. | The Owner acknowledges and agrees that the City does not guarantee the quality or quantity of groundwater. If, at some future date, the quality or the quantity of groundwater becomes deficient, the City bears no responsibility, financial or otherwise, to provide solutions to the deficiency, such solutions being the sole responsibility of the homeowner. The homeowner is advised to test his/her well on a regular basis for bacteriological and select chemical parameters (ex. nitrate). Advice on well maintenance can be found in the 'How Well is Your Well Guide and Water Wells Best Management Practices Guide', both of which can be obtained from the City or Rideau Valley Conservation | OTTAWA
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Landowner Resource Office. The Owner covenants and agrees that it will advise all prospective lot purchasers in the agreement of purchase and sale and all Transfer/Deeds of these groundwater concerns.

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| 84. | The Owner agrees that existing wells on the site, including test wells that shall not be utilized for potable water supply or monitoring in the future, shall be abandoned in accordance with well regulations (Ontario Water Resources Act, R.R.O. 1990, Regulation 903, and any subsequent amendments) at no cost to the City. A certificate of compliance shall be provided in this regard. | OTTAWA
Planning
SNC |
| 85. | The Owner acknowledges and agrees to provide the City a dedicated monitoring well, at no cost to the City, and to which the City will have unlimited access by way of a permanent easement dedication, to monitor groundwater conditions. Where the subdivision has a number of phases one monitoring well may be required for each phase of development. The aforementioned easement shall be to the satisfaction of the City Solicitor and the General Manager, Planning and Growth Management. | OTTAWA
Planning
SNC |
| 86. | The Owner acknowledges and agrees to drill all wells to the March or Nepean aquifer through the limestone formation. The Owner shall ensure that all such wells are cased a minimum of 40 metres to isolate access to only the lower formations and properly grouted in accordance with Ontario Regulation 903, as amended. | OTTAWA
Planning
SNC |
| 87. | The Owner acknowledges and agrees to include statements in all offers of purchase and sale agreements with prospective purchasers, in wording acceptable to the satisfaction of the General Manager, Planning and Growth Management advising that all wells must be drilled to the lower formations through the limestone formation and that all such wells must be cased a minimum of 40 metres to isolate access to only the formations and properly grouted in accordance with Ontario Regulation 903, as amended. | OTTAWA
Planning
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| 88. | The Owner acknowledges and agrees to submit a private services plan, prepared by a Civil Engineer licensed in the Province of Ontario, to the General Manager, Planning and Growth Management for approval, showing proposed locations for the houses, sewage disposal systems, wells and drainage easements. This plan will be for the purpose of the subdivision approval only. The exact location of the sewage disposal systems will be determined at the time of the building permit application and will be subject to approval by the Ottawa Septic System Office. Any significant deviation in the location of the sewage disposal system shall require approval by the General Manager, Planning and Growth Management. | OTTAWA
Planning
SNC |
| 89. | The homeowner is advised to regularly inspect the septic system and follow a septic management program to minimize the potential for contamination of groundwater by operation of the septic system. The guides entitled "Septic System Do's and Don'ts" and "Septic Smart Guide" can be obtained from the Ottawa Septic System Office. The Owner covenants and agrees that it will advise all prospective lot purchasers in the agreement of purchase and sale and all Transfer/Deeds of these septic system requirements. | OTTAWA
Planning
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| 90. | The Owner acknowledges and agrees that the home water treatment systems utilized for improving home water quality must be inspected regularly in accordance with the manufacturer's recommendation. The Owner covenants and agrees that it will advise all prospective lot purchasers in the agreement of purchase and sale and all Transfer/Deeds of these water treatment | OTTAWA
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requirements.

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| 91. | The Owner acknowledges that the sodium levels in well water may exceed 20 mg/l. The City Medical Officer of Health recommends that persons with cardiac problems (hypertension etc.) discuss this matter with their family physician prior to accepting an offer of purchase. The Owner covenants and agrees that it will advise all prospective lot purchasers in the agreement of purchase and sale and all Transfer/Deeds of these sodium concerns. | OTTAWA
Planning
SNC |
| 92. | The Owner agrees that the design and construction of the sewage treatment facility for the individual lot shall conform to the recommendations of the approved Hydrogeological and Terrain Analysis Report. The Owner covenants and agrees that it will advise all prospective lot purchasers in the agreement of purchase and sale and all Transfer/Deeds of these sewage treatment requirements. | OTTAWA
Planning
SNC |
| 93. | The Owner acknowledges and agrees that due to the size of the lot and that the lot will be serviced with a well and private sewage disposal system, sufficient area may not be available for the installation of a swimming pool or any accessory buildings and/or structures. If it is the Owner's intention to install a swimming pool or construct or place such buildings or structures, the area requirements must be considered during the initial development of the lot to ensure appropriate clearances from the well and the septic system. The Owner covenants and agrees that it will advise all prospective lot purchasers in the agreement of purchase and sale and all Transfer/Deeds of these swimming pool and or buildings or structure concerns. | OTTAWA
Planning
SNC |
| 94. | The Owner acknowledges and agrees that lots shall be made suitable for the installation of sewage systems prior to or at the building permit stage to the satisfaction of the Ottawa Septic System Office and in conformity with the Ontario Building Code. | OTTAWA
Planning
SNC |
| 95. | The Owner acknowledges and agrees that the septic system design shall be based on an investigation of each lot in the Subdivision, such investigation is to be prepared by a qualified professional, to evaluate the suitability of local conditions on each lot. All septic systems shall be constructed in accordance with Part 8 (sewage systems) of the Ontario Building Code under the Building Code Act, and any subsequent amendments. The Owner covenants and agrees that it will advise all prospective lot purchasers in the agreement of purchase and sale and all Transfer/Deeds of these septic system requirements. | OTTAWA
Planning
SNC |
| 96. | 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. | OTTAWA
Planning
SNC |
| | "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." | |

Fire Services

97. 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 BCS**
98. Prior to final approval the Owner acknowledges and agrees to design any necessary on-site provision of a water supply for fire protection to the satisfaction of Ottawa Fire Services. This shall include the construction of any facilities, and the provision of any easements or Blocks within the subdivision. **OTTAWA BCS**
99. The Owner acknowledges and agrees to provide and erect or affix, at its expense, such municipal number signs, illuminated or otherwise, in such locations and in such a size, design and colour as submitted to and approved by the City's Fire Chief prior to occupancy of any building, or part thereof, in the subject development and that any such numbering shall be visible from the street during both the day and night. **OTTAWA BCS**

Utilities

100. The Owner shall comply with Hydro One conditions of service and thus Hydro One should be consulted for the servicing terms. The Owner should consult with Hydro One prior to commencing engineering designs to ensure compliance with these documents. **HYDRO**
101. The Owner may be required to enter into an Electrical Servicing Agreement with Hydro One to the satisfaction of the General Manager, Planning and Growth Management. **HYDRO**
102. The Owner shall contact Hydro One to discuss electrical servicing for the property. The Owner acknowledges Hydro One has not committed to, nor approved the electrical servicing of the proposed subdivision. **HYRO**
103. 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 One's Contributed Capital Policy and Conditions of Service. **HYDRO**
104. The Owner shall convey, at their cost, all required easements as determined by Hydro One. **HYDRO**
105. 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 **OTTAWA Planning**

to the City, the connection to and/or extension of the existing communication/telecommunication infrastructure.

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| 106. | The Owner shall be required to demonstrate to the municipality that sufficient communication/telecommunication infrastructure facilities are available within the proposed development to enable, at a minimum, the effective delivery of communication /telecommunication for emergency management services (i.e. 911 Emergency Services). | OTTAWA
Planning |
| 107. | The developer shall grade all streets to final elevation prior to the installation of the gas lines and provide the necessary field survey information required for the installation of the gas lines, all to the satisfaction of Enbridge Gas Distribution. | OTTAWA
Planning
Enbridge |
| 108. | The Owner shall coordinate the preparation of an overall utility distribution plan showing the location and installation, timing and phasing of all required utilities, including on-site drainage facilities and streetscaping. | OTTAWA
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Utilities
Canada
Post |

Noise Attenuation

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| 109. | <p>With respect to all lots abutting Stagecoach Road, the Owner shall have a Environmental Noise Control 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:</p> <ul style="list-style-type: none"> i. comply with the City of Ottawa's Environmental Noise Control Guidelines; ii. comply with 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. | OTTAWA
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If required 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.

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| 110. | Where structural mitigation measures are required as a result of the Environmental Noise Control 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 |
| 111. | 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 any clauses required following the review of the Environmental Noise Control Study 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
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Canada Post

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| 112. | The Owner shall meet the requirements of Canada Post for postal delivery facilities if applicable, to the satisfaction of the General Manager, Planning and | CANADA
POST |
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Growth Management.

113. The Owner shall advise all prospective purchasers that Canada Post does not intend to provide door-to-door mail delivery. It is anticipated that mail delivery will be provided through a system of permanent communal boxes. **CANADA POST**

Land Transfers

114. 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, 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: **OTTAWA Planning Legal**

- (a) Pathway, Walkway or Servicing Blocks – NA
- (b) Open Space Blocks – NA
- (c) Watercourses (buffer strips/riparian corridors) - NA
- (d) Park Blocks – Block 141 and 142
- (e) Storm Water Management Blocks – NA
- (f) Road Widening Blocks – Block 162
- (g) 0.3 m Reserve Blocks – Block 163, 164, 165, and future reserves to delineate phasing
- (h) Daylighting Triangles – at all intersections

115. 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**

116. 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 Development Charges Act, 1997 and the Education Development Charges Act. **OTTAWA Planning Legal**

Survey Requirements

117. 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**
118. 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**

Purchase and Sale Agreements and Covenants on Title

119. The Owner agrees that Notices on Title shall be included in all future Agreements of Purchase and Sale and Deeds, in accordance with the **OTTAWA Planning**

- Subdivision Agreement, that existing wells on the site, including test wells that will not be utilized for potable water supply or monitoring in the future, shall be abandoned in accordance with well regulations (Ontario Water Resources Act, R.R.O. 1990, Regulation 903, and any subsequent amendments). A certificate of compliance shall be provided in this regard. **Legal**
120. Groundwater may be of average quality in terms of aesthetic criteria (hardness, iron, hydrogen sulphide, TDS, sodium, etc.). The Owner is advised that a clause shall be inserted in the Subdivision Agreement requiring that all Offers of Purchase and Sale and Deeds shall include a notification, in wording acceptable to the City, advising that some incrustation, taste and color problems may occur and treatment systems may have to be utilized for improving water quality. **OTTAWA
Planning
Legal**
121. The Owner is advised that a clause shall be inserted in the Subdivision Agreement requiring that all Offers of Purchase and Sale and Deeds shall include a notification, in wording acceptable to the City, advising that the sodium levels in well water may exceed 20 mg/L. The City Medical Officer of Health recommends that persons with cardiac problems such as hypertension, etc., should discuss this matter with their family physician prior to accepting an offer of purchase. **OTTAWA
Planning
Legal**
122. The Owner is advised that a clause shall be inserted in the Subdivision Agreement requiring that all Offers of Purchase and Sale and Deeds shall include a notification, in wording acceptable to the City, advising future residents to perform a water quality analysis bacteria, septic indicator parameters (Chlorides, Nitrite, Nitrates, TKN, Turbidity, Ammonia, Sodium, Total Coliform, E.Coli) and other health related parameters before connecting the water supply to the house plumbing. **OTTAWA
Planning
Legal**
123. The Owner is advised that a clause shall be inserted in the Subdivision Agreement requiring that all Offers of Purchase and Sale and Deeds shall include a notification, in wording acceptable to the City, advising future residents to perform regular water quality analysis to avoid any future serious health issues. In case of any exceedances, the Medical Officer of Health shall be informed for further evaluation and necessary measures. Ontario Drinking Water Standards (ODWS) for Nitrate is < 10 mg/l, for Fluoride is 1.5 mg/l and no significant evidence of bacterial activity. **OTTAWA
Planning
Legal**
- Closing Conditions**
124. 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
Planning
Legal**
125. At any time prior to final approval of this plan for registration, the City may, in accordance with Section 51 (44) of the Planning Act, amend, delete or add to the conditions and this may include the need for amended or new studies. **OTTAWA
Planning
Legal**
126. Prior to registration of the Plan of Subdivision, the City is to be satisfied that conditions 1-125 have been fulfilled. **OTTAWA
Planning**
127. 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 Municipal Act, 2001, like manner as municipal taxes.

128.

If the Plan(s) of Subdivision has not been registered by INSERT THREE YEARS FROM OMB APPROVAL, 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.

**OTTAWA
Planning**