

THIS SITE PLAN AGREEMENT made in duplicate the 10th day of December, 2019

BETWEEN:

10773883 CANADA INC.

Hereinafter called the "Owner"

OF THE FIRST PART

- and -

CITY OF OTTAWA

Hereinafter called the "City"

OF THE SECOND PART

WHEREAS the Owner is the owner of the lands and premises described in Schedule "A" of this Agreement;

AND WHEREAS the Owner and the City have agreed to certain matters hereinafter expressed relating to the planning and development of the said lands pursuant to the City's Site Plan Control By-law, as amended, and in accordance with Section 41 of the *Planning Act*, R.S.O. 1990, c. P.13, as amended, and as approved on December 10, 2019;

THIS AGREEMENT WITNESSETH that in consideration of the sum of One Dollar (\$1.00) of lawful money of Canada paid by the City to the Owner, the receipt whereof is hereby acknowledged, and other good and valuable consideration, the parties hereto agree to the following terms and conditions:

1. In this Agreement:

"ACCEPTANCE" means the date on which the City accepts all Works and obligations which are constructed, installed, supplied or performed by the Owner pursuant to this Agreement and further referred to in this Agreement;

"AGREEMENT" means this Agreement and the Schedules which shall be deemed to be covenants as though specifically set out therein;

"APPROVAL" means the date on which the City is satisfied that certain Works have been constructed, installed or performed to the satisfaction of the City, and further referred to in this Agreement;

"CHIEF BUILDING OFFICIAL" means the senior officer of the Building Code Services Branch of the Planning, Infrastructure and Economic Development Department of the City or his/her designate;

"CITY" means the City of Ottawa and includes its successors and assigns and its officers, employees, agents, contractors and subcontractors;

"CITY STANDARDS OR SPECIFICATIONS" means the detailed description of construction materials, workmanship and standards of Works to be carried out by the Owner as prescribed by the City and its amendment from time to time by the City and which are hereby incorporated by reference to and shall form part of this Agreement as though the same were attached thereto;

“CITY TREASURER” means the General Manager and City Treasurer of the Corporate Services Department of the City or his/her designate;

“COUNCIL” means the Council of the City;

“GENERAL MANAGER, PLANNING, INFRASTRUCTURE AND ECONOMIC DEVELOPMENT” means the senior officer of the Planning, Infrastructure and Economic Development Department of the City or his/her designate;

“GENERAL MANAGER, PUBLIC WORKS AND ENVIRONMENTAL SERVICES” means the senior officer of the Public Works and Environmental Services Department of the City or his/her designate;

“LANDS” means the lands to which this Agreement shall apply are those described in Schedule “A” hereto, and may be referred to herein as “site”, “development”, “subject lands”, “Lands” or “lands”;

“LANDSCAPE ARCHITECT” means a landscape architect in good standing with the Ontario Association of Landscape Architects or the Canadian Society of Landscape Architects;

“LETTER OF CREDIT” means the letter of credit provided by the Owner to the City in accordance with the requirements of Section 8 of this Agreement;

“MAINTAIN” means to repair, replace, reinstate and/or keep operational;

“MANAGER, DEVELOPMENT REVIEW” means the Manager of Development Review in the Planning, Infrastructure and Economic Development Department and includes Manager, Development Review – Central; Manager, Development Review – East; Manager, Development Review – West; Manager, Development Review – South; and Manager, Development Review – Rural;

“OWNER” means the party of the First Part, its heirs, executors, administrators, successors and assigns and agents thereof or contractor or subcontractor carrying out the Works for or on behalf of the Owner;

“PLAN” or **“SITE PLAN”** means the Site Plan Approval by Council or a delegate of Council to act in the capacity of Council and includes the lands described in Schedule “A”;

“RECORD DRAWINGS” means a revised set of drawings submitted by the Owner upon completion of a project reflecting all changes made in the specifications and working drawings during the construction process, and showing the exact dimensions, geometry, and location of all elements of the work completed during construction;

“ROAD” means those public roads or any part thereof, any daylighting triangles, and any areas of road widening shown or laid out on the Site Plan. The use of “Streets” or “Public Highway” shall be synonymous with “Road”;

“WORKS” means those services, installations, structures, buildings and other works listed in and required by this Agreement.

2. Scope of Works and Conformity

The Owner acknowledges and agrees to construct and maintain the proposed development in conformity with this Agreement and Schedules attached hereto, at its sole expense. It is understood and agreed that written approval of the City, in a form determined solely by the City, is required prior

to any departure from the specifications of this Agreement and Schedules.

3. **Copies of Plans to be Kept on Site**

Copies of the approved plans shall be kept on site throughout the period of construction for the guidance of City staff and those employed to construct the Works. Large scale copies of the said plans shall be available from the offices of the General Manager, Planning, Infrastructure and Economic Development.

4. **Entire Approval/Revisions to Plans**

The Owner acknowledges and agrees that the provisions of this Agreement do not comprise the entire site plan approval and reference must be made to the actual approval document, obtained from the General Manager, Planning, Infrastructure and Economic Development, and the Owner acknowledges and agrees to satisfy all conditions of approval and abide by all municipal by-laws, statutes and regulations. The Owner further acknowledges and agrees that reference must be made to the latest approved plans containing any approved revisions. These approved revised plans shall also be kept on site in accordance with Clause 3 of this Agreement.

5. **Registration and Issuance of Building Permits**

The City shall cause this Agreement to be registered against the lands to which it applies immediately following execution by the parties hereto and the Owner agrees not to register any other instrument against the subject lands until this has been accomplished. The Owner may apply for, but not request nor require the City to issue building permits for the construction of the Works on the said lands, until this Agreement has been signed and until all of the payments and performance deposits required of the Owner by the terms and conditions of this Agreement have been made.

6. **Financial Requirements**

The Owner shall pay to the City, by cash or certified cheque, the charges and fees, as set out in Schedule "B" attached hereto and other financial requirements including but not limited to legal fees, development charges, road cuts and building permit fees that may be required by the City as established by by-law or resolution of Council from time to time, which pertain to this development and are not specifically referred to herein. It is the Owner's responsibility to verify which financial requirements are applicable to this development and the Owner shall pay same when required by the City.

7. **Performance Deposits**

All Works required to be provided and maintained in this Agreement shall be provided and maintained by the Owner at its sole risk and expense and shall be to the satisfaction of the City. In order to ensure that such Works are provided and maintained by the Owner, the Owner shall deposit with the City, before this Agreement is executed by the City, a sum in cash, certified cheque or by irrevocable letter(s) of credit in a form and from a financial institution/user approved by the City Treasurer, which deposit however made, may be referred to hereafter as a "performance deposit" or "performance redeposit". The performance deposit shall be based upon the total estimated cost of the Works required to be constructed or installed. The estimate of the cost of the Works and the amount of the performance deposit shall be those prescribed in Schedule "B", attached hereto, as approved by the General Manager, Planning, Infrastructure and Economic

Development.

8. **Letters of Credit - Renewal**

If the Owner satisfies the provisions of Clause 7 by depositing irrevocable letter(s) of credit with the City, the following provisions shall apply:

- (a) Until the Acceptance or Approval of all Works required to be provided and maintained by the Owner pursuant to this Agreement, to the satisfaction of the City, it will be a condition of the letter of credit that it shall be deemed to be automatically extended without amendment from year to year from the existing or any expiration date thereof, unless at least thirty (30) days prior to any such future expiration date, the financial institution which issued the letter of credit notifies the City in writing by registered mail that it elects not to consider the letter of credit to be renewable for any additional period.
- (b) Until the Acceptance or Approval of all Works required to be provided and maintained by the Owner pursuant to this Agreement, to the satisfaction of the City, the irrevocable letter(s) of credit shall continue to be automatically extended in the same manner as provided in sub-clause (a) hereof.
- (c) If the Owner and/or financial institution fails to extend the letter(s) of credit as required under sub-clauses (a) and (b) hereof as required by the City, such failure shall be deemed to be a breach of this Agreement by the Owner, and the City, without notice to the Owner, may call upon any part or the whole amount of the existing letter(s) of credit notwithstanding anything otherwise contained herein. Any amount received by the City shall be held by the City in the same manner as if it had originally been cash deposited under the provisions of Clause 7.

9. **Insurance Policy**

- (a) The Owner shall obtain, before the execution of this Agreement, and keep in force during construction of the Works, Commercial General Liability insurance from an insurance company licensed to do business in Ontario, providing insurance in the amount of not less than Five Million (\$5,000,000.00) Dollars, per occurrence, exclusive of interest, and costs against loss or damage resulting from bodily injury to, or death of one or more persons and loss of or damage to property. Such policy shall name the City of Ottawa as an additional insured thereunder.
- (b) The policy shall provide coverage against claims for damage or injury including death to a person or persons, for damage to property of the City or any other public or private property resulting from or arising out of any act or omission on the part of the Owner or any of its servants or agents during the construction, installation or maintenance of any Works to be performed upon public rights-of-way pursuant to this Agreement. The policy shall include completed operations coverage and shall be maintained in full force until final Acceptance of the Works by the City.
- (c) The policy shall include written contractual liability, cross liability, contingent employer's liability, personal injury, liability with respect to non-owned licensed vehicles, premises and operations liability, Owner's and contractor's protective coverage, as well as severability of interest clause. The policy shall have no exclusion pertaining to shoring, blasting, excavating, underpinning, demolition, pile driving, caisson work and work below ground surface including tunneling and

grading. The Owner shall forward to the City, prior to the signing of this Agreement by the City, a Certificate of Liability Insurance. This Certificate of Insurance shall be signed by an authorized employee of the insurance company providing the insurance. Such insurance policy shall contain an endorsement to provide the City and the Owner with not less than thirty (30) days written notice of cancellation.

10. **Failure to Comply**

The Owner acknowledges and agrees that failure to comply with any term or condition herein may result in the City taking such action to enforce compliance, as deemed appropriate by the City.

11. **Implementation of Reports/Studies**

All reports and/or studies required as a result of the Works in this Agreement shall be implemented to the City's satisfaction at the sole expense of the Owner.

12. **Completion Time Limit**

Failure by the Owner to complete all Works required by this Agreement within the time limit specified in Schedule "B" hereof or as extended, in writing, by the General Manager, Planning, Infrastructure and Economic Development, at his sole discretion, shall constitute a default, in which case the City may avail itself of the remedies hereinafter prescribed or available to it in law.

13. **Expiry**

If a building permit has not been issued within two years of the date of signing of this Agreement by the Owner, the Approval herein shall be null and void, at the City's discretion, unless an extension is granted in writing by the General Manager, Planning, Infrastructure and Economic Development.

14. **Default**

- (a) In the event of a default by the Owner or its assigns in the provision and maintenance of all Works required to be done by the Owner pursuant to this Agreement, the City may enter upon the lands and complete all Works that are in default, at the expense of the Owner. The City may authorize the use of any or all of the performance deposit(s) held by the City pursuant to Clause 7 to pay for the cost of the City carrying out such Works. "Cost" and "expense of the Owner" in this clause shall be actual cost incurred by the City plus 25% of such cost as a charge for overhead. Any costs incurred by the City pursuant to this clause which are in excess of the amount of any deposit held by the City pursuant to Clause 7 shall be paid by the Owner to the City within thirty (30) days of the mailing of an invoice by the City, for such amount in excess, addressed to the Owner at its last known address. Any costs referred to in this clause may be recovered by the City in like manner as municipal taxes pursuant to the provisions of Section 446(3) of the *Municipal Act, 2001*, S.O. 2001, c. 25, as amended.
- (b) The total cost for Works upon which the performance deposit is based, is the sum of the estimated cost of each of the Works to be provided by the Owner, to the satisfaction of the General Manager, Planning, Infrastructure and Economic Development, as described in Schedule "B" herein. Nothing contained herein shall be construed

as limiting the use of the deposit on a proportional basis in the event of a default by the Owner, but rather the whole or such part of the performance deposit, as deemed necessary by the City, may be used to rectify the default.

15. Release of Performance Deposit

On Acceptance or Approval of all Works to be provided and maintained by the Owner in accordance with this Agreement, the Owner shall be entitled to have released to it the performance deposit then held by the City.

16. Partial Release of Performance Deposit

(a) One partial release of the performance deposit may be permitted prior to final inspection and Approval as described in Clause 17. Until final release of the performance deposit, the Owner agrees that the City shall retain a minimum performance deposit in an amount that is the greater of 10% of the total amount of the cost of Works for the site required by Schedule "B" herein, or Ten Thousand (\$10,000.00) Dollars.

(b) If the performance deposit is less than Ten Thousand (\$10,000.00) Dollars, the full amount shall be retained until final release.

17. Inspection - Release of Performance Deposit

The Owner acknowledges and agrees that it is the Owner's responsibility to make an application to the General Manager, Planning, Infrastructure and Economic Development for the inspection of any completed Works for which the Owner wishes the release of a performance deposit. Said application must be submitted at least sixty (60) days prior to the expiry of any letter of credit held as a performance deposit by the City. Inspections for release of a performance deposit will not be undertaken during winter conditions. The City shall use all reasonable efforts to reply to requests for release in a timely manner.

18. Transfer of Performance Deposit

The Owner acknowledges and agrees that the City shall hold in its possession the performance deposit until Acceptance or Approval of the Works in accordance with the approved Plans to the satisfaction of the City. The Owner further acknowledges and agrees:

(a) that it shall be responsible to arrange for the transfer or replacement of the performance deposit provided to the City prior to the sale or transfer of the Owner's lands;

(b) that if the performance deposit has not been replaced prior to the sale or transfer of the Owner's lands, the City may, to the benefit of the new registered owner, apply the deposit for any Works as approved by the City which have not been completed pursuant to the Plans, and for this purpose, the City Treasurer is hereby authorized to call in any letter of credit or other deposit provided. The balance of deposit held, if any, will be refunded to the Owner who provided the deposit, upon Acceptance and Approval of the Works to the satisfaction of the City.

19. Continued Maintenance after Release of Performance Deposit

(a) While this Agreement is in effect, the Owner shall maintain all site specific and surrounding landscaping, including all road allowances abutting the lands, so as to provide a neat and tidy appearance, to a

standard satisfactory to the General Manager, Planning, Infrastructure and Economic Development. Maintenance shall include but not be limited to the regular watering, weeding, and cutting or pruning of all grass, shrubs and trees. All other landscape materials, such as fencing and walkway surfaces, shall similarly be maintained in a manner satisfactory to the City. All grass, shrubs and trees shall be replaced if they become unhealthy or die. Any vegetation, which by its size or nature creates a hazard or becomes a nuisance, shall be replaced with planting materials approved by the City. All curbs, asphalt, catch basins and other drainage facilities shall be maintained so as to ensure their continued, proper and safe functioning. All traffic aisles, parking stalls and accesses shall be kept free of snow and all painted markings shall be maintained so as to be clearly visible. All other matters and things to be provided and maintained by the Owner pursuant to this Agreement shall be so continually maintained to the satisfaction of the City.

- (b) If, in the sole opinion of the City, the Owner has defaulted in the maintenance of the Works to be provided, the Owner shall rectify, to the satisfaction of the City, all such Works as are in default, within sixty (60) days of mailing of a notification by the City addressed to the Owner at its last known address, or within a time deemed reasonable by the City and stipulated in writing. If, in the opinion of the City, the Owner has not rectified all such Works as are in default after said stipulated time period, the City may enter upon the lands and do all such Works as are in default, at the expense of the Owner. Actual cost incurred by the City in carrying out such Works plus 25% of such cost as a charge for overhead, shall be paid by the Owner to the City within thirty (30) days of mailing of an invoice by the City addressed to the Owner at its last known address or such costs may be recovered by the City in like manner as municipal taxes pursuant to the provisions of Section 446(3) of the *Municipal Act, 2001*, S.O. 2001, c. 25, as amended.

20. **Relocation of Utilities and Provision of Easements**

The Owner shall obtain approval for, arrange for and pay for the cost of the relocation of any existing utilities which are necessary due to this development to the satisfaction of, and at a time satisfactory to the authority having jurisdiction, together with the granting of such new easements as may be required and the release of any existing easements which are rendered unnecessary.

21. **Release of Plans**

The Owner hereby releases to the City its rights to any approved drawings that form part of this Agreement or that may be required for development and/or building purposes, for the purposes of tendering the construction upon default of this Agreement. The Owner shall also ensure that appropriate releases to the City are obtained from the Owner's consultants, if required.

22. **Plans and Reports**

The Owner acknowledges and agrees that the plans and reports included in Schedule "E" hereto, form part of the site plan approval under Section 41 of the *Planning Act R.S.O. 1990, c. P.13* and shall comply with such approval.

23. **Notices**

Any notice required to be given herein shall be in writing and shall be

delivered personally or by prepaid registered mail and, if to the City, shall be addressed to the office of the General Manager, Planning, Infrastructure and Economic Development at 110 Laurier Avenue West, 4th Floor, Ottawa, Ontario, K1P 1J1, or at such other address at which the City offices are located in the future and, if to the Owner or its agent, at the addresses provided in the application submitted for approval of the subject development, or at such other address as the Owner may advise the City in writing.

24. **Subsequent Parties and Gender**

This Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, administrators, successors and assigns, and all covenants and agreements herein contained, assumed by, or imposed upon the Owner are deemed to be covenants which run with and bind the lands and every part thereof. All covenants herein contained shall be construed to be several as well as joint, and wherever the singular or masculine is used, it shall be construed as if the plural or the feminine or the neuter, as the case may be, had been used where the context or the party or the parties hereto so require, and the rest of the sentence shall be construed as if the grammatical and terminological changes thereby rendered necessary had been made.

25. **Indemnity**

The Owner, on behalf of himself, his heirs, executors, administrators and assigns, including his successors in title, covenants and agrees to indemnify and save harmless the City from all actions, causes of actions, suits, claims or demands whatsoever which arise directly or by reason of this Agreement and the construction and maintenance or the improper or inadequate construction and/or maintenance of the Works.

26. **Release of Agreement**

The provisions of the City's Delegation of Authority By-Law, being By-Law No. 2019-280, as amended, apply with respect to the release of this Agreement.

27. **Schedules**

The following Schedules are attached hereto and form part of this Agreement:

Schedule "A"	Description of Lands to which this Agreement Applies
Schedule "B"	Performance Deposits and Fees/Financial Requirements
Schedule "C"	City Standards or Specifications
Schedule "D"	Site Specific Conditions
Schedule "E"	List of Approved Plans and Approved Reports

28. **Clause Headings**

All clause headings are for ease of reference only and shall not affect the construction or interpretation of this Agreement.

(THIS SPACE INTENTIONALLY LEFT BLANK, EXECUTION OF THIS DOCUMENT OCCURS ON THE NEXT PAGE)

DATED AT _____ this _____ day of _____,
20____.

) 10773883 CANADA INC.
) Per:
)
)
)
) _____
) Name:
) Title
)
)
)
)
) _____
) Name:
) Title:

I/We have authority to bind the
Corporation

DATED AT OTTAWA this _____ day of _____,
20____.

Approved for execution

City Solicitor

) CITY OF OTTAWA
) Per:
)
)
) _____
) Jim Watson, Mayor
)
)
)
) _____
) Caitlin Salter-MacDonald,
) Deputy Clerk

We have authority to bind the
Corporation

SCHEDULE “A”

DESCRIPTION OF LANDS TO WHICH THIS AGREEMENT APPLIES

All and singular that certain parcel or tract of land and premises situate, lying and being in the City of Ottawa, being composed of:

DESCRIPTION	P.I.N.
Block A on Plan 623, save and except Parts 1 and 2 on 4R-32594; City of Ottawa	Part of 04148-0218 (LT)

SCHEDULE “B”

PERFORMANCE DEPOSITS AND FEES/FINANCIAL REQUIREMENTS

ESTIMATED COST OF WORKS TO BE CONSTRUCTED

WORKS ON PUBLIC PROPERTY

SOFT SERVICING

GENERAL	\$0.00
STRUCTURAL	\$0.00
CULVERT	\$0.00
STORM SEWER	\$0.00
WATER MAIN	\$0.00
SANITARY SEWER	\$0.00
COMBINED SEWER	\$0.00
TRAFFIC	\$0.00
ELECTRICAL	\$0.00
ROADS	\$0.00
RESURFACING	\$0.00
FENCING	\$990.00
HIGHWAY GUARD RAILS	\$0.00
LANDSCAPING	\$8,981.72
LABOUR AND EQUIPMENT	\$0.00
TRENCHLESS SEWER	\$0.00
Sub Total SOFT SERVICING	\$9,971.72

HARD SERVICING

GENERAL	\$0.00
STRUCTURAL	\$0.00
CULVERT	\$0.00
STORM SEWER	\$0.00
WATER MAIN	\$0.00
SANITARY SEWER	\$0.00
COMBINED SEWER	\$0.00
TRAFFIC	\$0.00
ELECTRICAL	\$0.00
ROADS	\$23,880.00
RESURFACING	\$0.00
FENCING	\$0.00
HIGHWAY GUARD RAILS	\$0.00
LANDSCAPING	\$0.00
PARK DEVELOPMENT BUDGET	\$0.00
LABOUR AND EQUIPMENT	\$0.00
TRENCHLESS SEWER	\$0.00
Sub Total HARD SERVICING	\$23,880.00

TOTAL WORKS ON PUBLIC PROPERTY

\$33,851.72

WORKS ON PRIVATE PROPERTY

SOFT SERVICING

GENERAL	\$2,000.00
STRUCTURAL	\$0.00
CULVERT	\$0.00
STORM SEWER	\$0.00
WATER MAIN	\$0.00
SANITARY SEWER	\$0.00
COMBINED SEWER	\$0.00
TRAFFIC	\$0.00
ELECTRICAL	\$0.00
ROADS	\$0.00
RESURFACING	\$0.00
FENCING	\$12,960.00
HIGHWAY GUARD RAILS	\$0.00
LANDSCAPING	\$24,742.16
LABOUR AND EQUIPMENT	\$0.00
TRENCHLESS SEWER	\$0.00
Sub Total SOFT SERVICING	\$39,702.16

HARD SERVICING

GENERAL	\$0.00
STRUCTURAL	\$0.00
CULVERT	\$0.00
STORM SEWER	\$3,150.00
WATER MAIN	\$7,900.00
SANITARY SEWER	\$4,380.00
COMBINED SEWER	\$0.00
TRAFFIC	\$0.00
ELECTRICAL	\$0.00
ROADS	\$10,920.00

RESURFACING	\$0.00
FENCING	\$0.00
HIGHWAY GUARD RAILS	\$0.00
LANDSCAPING	\$620.00
LABOUR AND EQUIPMENT	\$0.00
TRENCHLESS SEWER	\$0.00
Sub Total HARD SERVICING	\$26,970.00
TOTAL PRIVATELY OWNED WORKS	\$66,672.16
TOTAL ESTIMATED COST OF WORKS	\$100,523.88

SECURITIES AND CASH PAYABLE

1.	Security Amount Required	
	100% of Total Estimated Cost of Works on public property	\$33,851.72
	50% of Total Estimated Cost of Works on private property	\$33,336.08
	TOTAL SECURITY BY LETTER OF CREDIT	\$67,187.80
2.	Cash Payable	
	Design Review and Inspection Fee	
	a) Soft Servicing for Works on private property + Soft servicing for Works on public property	\$49,673.88
	b) Hard Servicing for Works on private property + Hard Servicing for Works on public property	\$50,850.00
	c) Park Development Budget	\$0.00
	2% of Total Soft Servicing	\$993.48
	4% of Total Hard Servicing	\$2,034.00
	4% of Park Design Review and Inspection Fee	\$0.00
	Minus (-) Original Inspection/Review Fee	\$4,424.78
	Sub Total - Balance Due	\$0.00
	HST on balance due (13%)	\$0.00
	Total Design Review and Inspection Fee plus HST	\$0.00
	Special Charges	
	Cash-In-Lieu of Parkland (40%) \$117,261.20 goes to A/C 830015 (City Wide) (60%) \$175,891.80 goes to A/C 830307 (Ward 18)	\$293,153.00
	Parkland Assessment Fee	\$500.00
	Parkland Assessment Fee HST	\$65.00
	4th and subsequent Engineering Fee	\$0.00
	Agreement Planning Fee	\$0.00
	Agreement Planning Fee (Legal Services Fee)	\$0.00
	Agreement Planning Fee (Planning Services Fee)	\$0.00
	Development Review Miscellaneous 1	\$0.00
	Development Review Miscellaneous 2 (No HST)	\$0.00
	Encroachment Fees	\$0.00
	Engineering Peer Review	\$0.00
	Gateway Maintenance Fee	\$0.00
	LRT Proximity Study Fee	\$0.00
	Sanitary Sewer Frontage Fees	\$0.00
	Site Plan Re-circulation	\$0.00
	Storm Sewer Frontage Fees	\$0.00
	Stormwater Development Charge	\$0.00
	Water Frontage Fees	\$0.00
	Total Special Charges	\$293,718.00
	TOTAL CASH PAYABLE BY CERTIFIED CHEQUE	\$293,718.00

Comment:

3. Prior to the execution of this Agreement, the Owner shall pay the City the said sum of \$293,718.00, in accordance with Clause 6 - Financial Requirements, contained herein.
4. Prior to the execution of this Agreement, the Owner shall deposit with the City the said sum of \$67,187.80, in accordance with Clause 7 - Performance Deposits, contained herein.
5. **Time Limit for Completion of Works**

All Works for which performance deposits are required shall be completed within the following time limit from the date of registration of this Agreement, unless an extension is granted in writing by the General Manager, Planning, Infrastructure and Economic Development.

Time Limit: 24 months.

City of Ottawa HST Registration Number: 86393 5995 RT0001

SCHEDULE "C"**CITY STANDARDS OR SPECIFICATIONS****Engineering****1. Extension of Municipal Services**

The City shall not be responsible for the installation of any extension to municipal services which may be required in order for the Owner to comply with this Agreement or with any provincial or municipal laws or by-laws. In cases where such an extension of municipal services is required, the Works shall be undertaken by and at the expense of the Owner and construction shall be to the Standards or Specifications of the City for the installation of such municipal services. The Owner shall provide public liability insurance in a form acceptable to the City for any Works involving the extension of municipal services and obtain any required approvals and permits of the City.

2. Works on City Road Allowances

Any Works required to be done by the Owner on City road allowances shall be according to the City Standards and Specifications and by-laws of the City. The Owner, or its contractor, shall be required to obtain all the necessary permits for road cuts prior to the disruption of the City road allowance and it is further understood and agreed that the aforementioned cuts shall be reinstated to the satisfaction of the General Manager, Planning, Infrastructure and Economic Development.

3. Approvals

The Owner shall obtain all necessary approvals from the Ministry of the Environment, Conservation and Parks and the City with regard to the installation of the storm and sanitary sewers and watermains and the provision of sewage holding/treatment facilities. In addition, the Owner shall obtain all other permits, licenses and approvals from all other federal, provincial or regulatory agencies, as may be required.

4. Utilities

The Owner shall be required to coordinate the preparation of an overall utility distribution plan showing the location (shared or otherwise) and installation, timing and phasing of all required utilities (on-ground, below-ground) through liaison with the appropriate electrical, gas, telephone and cable authorities and including on-site drainage facilities and streetscaping, such location plan being to the satisfaction of all affected authorities and the City, and to be approved prior to the issuance of a building permit for the development.

5. Storm Water Management

- (a) The Owner shall require that the storm water management calculations be submitted in writing by a Professional Engineer, licensed in the Province of Ontario, to the General Manager, Planning, Infrastructure and Economic Development for his approval. Upon Acceptance and Approval of the Works, a written certification from said Professional Engineer and the Record Drawings must be submitted to the General Manager, Planning, Infrastructure and Economic Development, confirming that the storm water management measures have been implemented as per the approved design.

- (b) The Owner shall be responsible for the repair and maintenance of the storm water control facility until Acceptance by the General Manager, Public Works and Environmental Services.

6. **Erosion and Sediment Control**

The Owner agrees to implement the erosion and sediment control plan to provide for protection of the receiving storm sewer or water course during construction activities. This plan, to be used during construction, is intended to ensure that no sediment and/or associated pollutants are discharged to a receiving water course which could degrade water quality and/or impair fish or other aquatic habitat. The methods used should be regularly maintained to ensure effectiveness of the methods and compliance with provincial/federal legislation pertaining to water quality and habitat.

7. **Street Cleaning**

On a continuous basis during development, the Owner shall maintain all streets within the area in order to ensure that they are clear of mud, dust and other material resulting from vehicles involved in development to the satisfaction of the General Manager, Planning, Infrastructure and Economic Development. The Owner shall prevent the 'flushing' of dirt and debris associated with development Work into any sewers. Upon any default by the Owner to maintain the streets, the General Manager, Planning, Infrastructure and Economic Development may, in his discretion, arrange for the required cleaning to be performed, and all costs incurred by the City shall be recovered pursuant to Clause 14 of this Agreement.

8. **Performance of Works**

The Owner shall ensure that the performance of Works required as a result of this Agreement, whether by the Owner or its employees, servants, agents, contractors or subcontractors, shall be so performed as not to constitute a nuisance or disturbance to abutting or nearby properties or the owners thereof. The Owner shall comply with and ensure that all of its contractors and subcontractors comply with any written instructions issued by the City concerning any such nuisance or disturbance regardless of whether such instructions require positive action or discontinuance of action.

9. **Site Servicing**

The Owner shall design and construct all site servicing to the approval of the General Manager, Planning, Infrastructure and Economic Development.

Inspection

10. **Dye Test Inspection**

- (a) The Owner shall not convey the subject lands or allow any building on the lands to be occupied until the Owner has filed written certification with the General Manager, Planning, Infrastructure and Economic Development that the plumbing and lateral services have received and passed a dye-test inspection.
- (b) The Owner shall submit written certification to the General Manager, Planning, Infrastructure and Economic Development, that all sanitary sewers and manholes, except private building sanitary sewer connections, have passed leakage testing. This verification will include certified test results for all sections of sanitary sewers constructed as part of this development.

- (c) Such certification as described in subsection (a) and (b) above, shall be provided by a Professional Engineer, licensed in the Province of Ontario, retained by the Owner and approved by the City.

11. **Testing**

The Owner may be required by the City to perform qualitative and quantitative testing, at the Owner's expense, of any materials which have been or are proposed to be used in the construction of any of the Works required by this Agreement to determine whether they are in conformity with applicable standards as determined by the General Manager, Planning, Infrastructure and Economic Development.

12. **Video Examination**

Video examination of storm and sanitary sewers 200mm or larger in diameter shall be required by the General Manager, Planning, Infrastructure and Economic Development, at the Owner's expense, before final Acceptance or Approval of the Works.

Fire Requirements

13. **Fire Fighting Performance Standards**

Every Owner of a building or structure shall ensure that its building is served by access routes for fire fighting, as required, designed and constructed in accordance with the *Building Code Act, 1992*, S.O., 1992, c.23, as amended, and regulations made thereunder. The approved access routes shall be maintained in accordance with the *Fire Protection and Prevention Act, 1997*, S.O. 1997, c.4, as amended. The Owner further agrees to abide by any City by-law relating to the maintenance and signage of such access routes. The locations of any fire hydrants and siamese connections on the site shall be in accordance with the Ontario Building Code, O. Reg. 332/12, as amended. The required fire hydrant shall be installed and in service prior to the commencement of any structural framing for buildings in the subject development.

14. **Fire Fighting Maintenance Standards**

- (a) Hydrants shall be maintained in operating condition, free of snow and ice accumulations and readily available and unobstructed for use at all times in accordance with the Ontario Fire Code, O. Reg. 213/07, as amended, and the requirements of the City.
- (b) The Owner acknowledges and agrees that no driveway serving any lot shall be located within 3.0 metres of a fire hydrant. No person shall obstruct the access to any fire hydrant. Vegetation or other objects shall not be planted or placed within a 3.0 metre corridor between the hydrant and the curb, or within a 1.5 metre radius beside or behind a hydrant, without the express written consent of the City.

15. **Fire Lanes and Parking Spaces for the Physically Disabled**

- (a) The Owner acknowledges and agrees to provide, maintain and post signs designating fire lanes and parking for the physically disabled in conformity with City by-laws. The Owner shall ensure that fire lanes are kept free and clear of vehicles and that parking spaces for the physically disabled are not illegally occupied.
- (b) The Owner shall, if necessary, request the City's assistance and agrees to permit the police and/or municipal law enforcement officers to enter upon the lands for the purposes of patrolling areas where

parking is not permitted, and to allow the ticketing of any vehicles that are in contravention of the parking regulations with respect to fire lanes or parking spaces for the physically disabled.

Landscaping

16. Inspections and Maintenance

- (a) Maintenance of plant material by the Owner shall begin immediately following completion of each portion of planting. Maintenance shall consist of watering, weeding, and rodent, pest and disease control in accordance with generally accepted horticultural practices. Should the Owner pass the maintenance of plant material onto the subsequent owner, the Owner shall remain responsible for replacement. In addition, the Owner shall provide, for the City's approval, a copy of the maintenance directions provided to subsequent owners.
- (b) The plant material shall be guaranteed until Acceptance and the Owner shall replace any plant material, as determined by the City and be in accordance with the approved landscape plan.

General

17. Snow Storage

Any portion of the lands which is intended to be used for snow storage shall be shown on the approved Site Plan or as otherwise approved by the General Manager, Planning, Infrastructure and Economic Development. The grading and drainage patterns and/or servicing of the site shall not be compromised by the storage of snow. Snow storage areas shall be setback a minimum of 1.5 metres from property lines, foundations, fencing or landscaping. Snow storage areas shall not occupy driveways, aisles, required parking spaces, or any portion of a road allowance.

18. Dumping

The Owner shall not dump, or permit to be dumped, any fill and/or debris on adjacent lands, and/or road allowances, except as may be approved in writing by the General Manager, Planning, Infrastructure and Economic Development.

19. Exterior Lighting

All exterior lighting proposed for the subject lands shall be installed only in the locations and in accordance with specifications shown on the approved plans referenced herein unless otherwise approved in writing by the General Manager, Planning, Infrastructure and Economic Development. Sharp cut-off fixtures or, in exceptional circumstances only, an alternative fixture design approved by the General Manager, Planning, Infrastructure and Economic Development, shall be used to minimize possible lighting glare onto adjacent properties. It is noted that exterior lighting includes exterior building lighting.

20. Municipal Number Signs

The Owner shall provide and erect or affix, at its expense, such municipal number signs, illuminated or otherwise, in such locations and of such a size, design and colour as submitted to and approved by the Chief Building Official, prior to occupancy of any buildings, or part thereof.

21. **Waste Handling**

- (a) The Owner shall provide, to the City's satisfaction, an enclosed environmentally acceptable solid waste disposal system and handling facilities for waste generated from the development. In the event that exterior waste storage, central collection pads or other handling facilities are proposed on the subject lands, then the location and the screening of the said facilities shall be shown on the approved Site Plan. Uses that require food processing or food storage, which could generate an effluent or leachate, shall have the area around the disposal facility graded so that this material is directed to the sanitary sewer, subject to the approval of the General Manager, Planning, Infrastructure and Economic Development.
- (b) The Owner acknowledges and agrees that not all types of developments will be serviced by the City's waste collection program. The Owner is responsible for determining if this service will be provided by the City and, if not, shall arrange for separate private service contracts for the proper collection and disposal of waste from the development.

22. **Retention and Protection of Existing Trees**

All those existing trees on the subject lands which are to be retained and protected as detailed on the approved Site Plan or landscape plan shall be protected by fencing to the satisfaction of the City prior to the commencement of any development on the said lands. It is further understood and agreed that in the event that any existing tree, which has been designated for retention, is damaged or destroyed in any manner whatsoever during the development, that the Owner, at its own expense, shall replace the damaged or destroyed tree(s) with a species of a height and calliper as determined and approved by the General Manager, Planning, Infrastructure and Economic Development.

23. **Mailboxes**

In cases where the development provided for in this Agreement is for ground oriented multiple family residential use, the Owner shall install a mailbox on the front of each dwelling unit, to the satisfaction of the General Manager, Planning, Infrastructure and Economic Development.

Plans

24. **Submission of Approved Plans**

The Owner shall file with the General Manager, Planning, Infrastructure and Economic Development, one digital copy of all approved plans referenced in the Schedules to this Agreement, in a format acceptable to the General Manager, Planning, Infrastructure and Economic Development. The boundaries of the land within the development application shall be referenced to the Horizontal Control Network in accordance with City requirements and guidelines for referencing legal surveys.

25. **Provision of Legal Survey**

- (a) The Owner shall submit to the Chief Building Official a certified Surveyor's Real Property Report, prepared by a licensed Ontario Land Surveyor, including foundation elevations, upon completion of the foundation to ensure interim compliance with the relevant City Zoning By-law, being By-law No. 2008-250, as amended.
- (b) The Owner shall supply to the General Manager, Planning,

Infrastructure and Economic Development, one set of mylar or plastic film as-constructed road, grading and service drawings including the location of all Works, certified under seal by a Professional Engineer, licensed in the Province of Ontario, for City records upon Acceptance and Approval of the Works. Furthermore, the Owner shall provide the Record Drawings and the attribute data for the Works in a form that is compatible with the City's computerized systems.

SCHEDULE "D"**SITE SPECIFIC CONDITIONS****1. Execution of Agreement Within One Year**

The Owner shall enter into this Site Plan Agreement, including all standard and special conditions, financial and otherwise, as required by the City. The Owner acknowledges and agrees that the approval shall lapse within one (1) year of Site Plan approval if the Owner has not executed this Agreement and has not completed the conditions required to be satisfied prior to execution of this Agreement.

2. Permits

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.

3. Barrier Curbs

The Owner acknowledges and agrees that the parking areas and entrances shall have barrier curbs and shall be constructed in accordance with the drawings of a design professional, such drawings to be approved by the General Manager, Planning, Infrastructure and Economic Development.

4. Water Supply For Fire Fighting

The Owner shall provide adequate water supply for fire fighting for every building. Water supplies may be provided from a public water works system, automatic fire pumps and pressure tanks, or gravity tanks.

5. Reinstatement of City Property

The Owner shall reinstate, at its expense and to the satisfaction of the General Manager, Planning, Infrastructure and Economic Development, any property of the City, including, but not limited to, sidewalks, curbs and boulevards, which is damaged as a result of the subject development.

6. Construction Fencing

The Owner shall install construction fencing, at its expense, in such a location as may be determined by the General Manager, Planning, Infrastructure and Economic Development.

7. Construct Sidewalks

The Owner shall design and construct sidewalk(s) within public rights-of-way or on other City owned lands to provide a pedestrian connection from or to the site as may be determined by the General Manager, Planning, Infrastructure and Economic Development. Such sidewalk(s) shall be constructed to City Standards.

8. Extend Internal Walkways

The Owner shall extend internal walkways beyond the limits of the subject lands to connect to existing or proposed public sidewalks, at the sole expense of the Owner, to the satisfaction of the General Manager, Planning, Infrastructure and Economic Development.

9. **Completion of Works**

The Owner acknowledges and agrees that no new building will be occupied on the lands until all requirements with respect to completion of the Works as identified in this Agreement have been carried out and received Approval by the General Manager, Planning, Infrastructure and Economic Development, including the installation of municipal numbering provided in a permanent location visible during both day and night and the installation of any street name sign on relevant streets. Notwithstanding the non-completion of the foregoing Works, occupancy of a lot or structure may otherwise be permitted, if in the sole opinion of the General Manager, Planning, Infrastructure and Economic Development, the aforesaid Works are proceeding satisfactorily toward completion. The Owner shall obtain the prior consent of the General Manager, Planning, Infrastructure and Economic Development for such occupancy in writing.

Until all requirements with respect to completion of the Works as identified in this Agreement have been carried out and received Approval by the General Manager, Planning, Infrastructure and Economic Development, the Owner shall give notice to the City of a proposed conveyance of title to any building at least thirty (30) days prior to any such conveyance. No conveyance of title to any building shall be effective unless the Owner has complied with this provision.

Nothing in this clause shall be construed as prohibiting or preventing the approval of a consent for severance and conveyance for the purposes of obtaining financing.

10. **Maintenance and Liability Agreement**

The Owner acknowledges and agrees it shall be required to enter into a Maintenance and Liability Agreement for all plant and landscaping material (except municipal trees), and decorative paving placed in the City's right-of-way along Bank Street and Evans Boulevard in accordance with City Specifications, and the Maintenance and Liability Agreement shall be registered on title, at the Owner's expense, immediately after the registration of this Agreement. The Owner shall assume all maintenance and replacement responsibilities in perpetuity.

11. **Road Widening**

The Owner(s) shall convey, at no cost to the City, an unencumbered road widening across the complete Bank Street frontage measuring 18.75 meters from the existing centerline of pavement. The exact widening must be determined by legal survey. The Owner shall provide an electronic copy of the Deed and a copy of the Deposited Reference Plan indicating the widening, prior to execution of the agreement by the City. Such reference plan must be tied to the Horizontal Control Network in accordance with the municipal requirements and guidelines for referencing legal surveys and will have been submitted to the City Surveyor for review prior to its deposit in the Registry Office. The City will not register the Deed for the road widening until after the City has issued the related building permit.

12. **Traffic Impact Assessment**

The Owner(s) has undertaken a Transportation Impact Assessment referenced in Schedule "E" hereto, to determine the infrastructure and programs needed to mitigate the impact of the proposed development on the local transportation network and establish the site design features needed to support system-wide transportation objectives. The Owner shall ensure that the recommendations of the Transportation Impact Assessment are fully implemented, to the satisfaction of the General Manager, Planning,

Infrastructure and Economic Development.

13. **Private Access**

The Owner acknowledges and agrees that all private accesses to Roads, including temporary construction access to the subject lands, shall comply with the City's Private Approach By-Law being By-Law No. 2003-447 as amended, or as approved through the Site Plan control process.

14. **Provision for Transit Passenger Standing Areas/Shelter Pads and Shelters**

The Owner acknowledges and agrees that it shall locate, design and construct, at no cost to the City, paved transit passenger standing areas/shelter pad and shelter as shown on the approved Site Plan, referenced in Schedule "E" herein, to the specifications of General Manager of Planning, Infrastructure and Economic Development.

15. **New Trees**

The Owner shall plant all trees as shown and set out in the approved Landscape Plan, referenced in Schedule "E" hereto, at its sole expense and the said trees located within the City's Bank Street and Evans Boulevard rights-of-way shall be planted in Siva Cells or the technological equivalent, to the satisfaction of the Program Manager Planning, Infrastructure and Economic Development.

16. **On-Site Parking**

- (a) The Owner acknowledges and agrees that units within the proposed building(s) may not be provided with on-site parking. In the event any future tenant or purchaser wishes to have parking, the Owner acknowledges that alternative and lawful arrangements may need to be made to address parking needs at an alternate location and such arrangements are solely the responsibility of the person seeking parking. The Owner further acknowledges and agrees the availability and regulations governing on-street parking vary; that access to on-street parking, including through residential on-street parking permits issued by the City cannot be guaranteed now or in the future; and that a tenant or purchaser intending to rely on on-street parking for their vehicle or vehicles does so at their own risk.
- (b) The Owner acknowledges and agrees that a notice-on-title respecting on-site parking, as contained in Clause 17 below, shall be registered on title to the subject lands, at the Owner's expense, and a warning clause shall be included in all agreements of purchase and sale and lease agreements.

17. **On-Site Parking - Notice on Title**

The Owner, or any subsequent owner of the whole or any part of the subject lands, acknowledges and agrees that all agreements of purchase and sale or lease agreements shall contain the following clauses, which shall be covenants running with the subject lands:

The Purchaser/Lessee for himself, his heirs, executors, administrators, successors and assigns acknowledges being advised that the unit being sold/rented may not be provided with any on-site parking. Should the Purchaser/Lessee have a vehicle for which they wish to have parking, alternative and lawful arrangements may need to be made to address their parking needs

at an alternate location and that such arrangements are solely the responsibility of the person seeking parking. The Purchaser/Lessee acknowledges that the availability and regulations governing on-street parking vary; that access to on-site street parking, including through residential on-street parking permits issued by the City of Ottawa cannot be guaranteed now or in the future; and that the Purchaser/Lessee intending to rely on on-street parking for their vehicle or vehicles does so at their own risk.

The Purchaser/Lessee covenants with the Vendor/Lessor that the above clause, verbatim, shall be included in all subsequent agreements of purchase and sale and lease agreements for the lands described herein, which covenant shall run with the said lands.

18. **Fencing**

The Owner acknowledges and agrees that a new 1.8m solid wood 'screen' fence will be installed around part of the Subject Lands as shown on the approved Landscape Plan, referenced in Schedule "E" herein, to the satisfaction of the General Manager, Planning, Infrastructure and Economic Development. The Owner further acknowledges and agrees that the existing fence, as shown on the said Landscape Plan, shall be removed.

19. **Roof Top Amenity Barrier**

The Owner acknowledges and agrees that the physical barrier on the roof-top amenity space shall be set back from the edge of the building, to limit opportunities for overlook into adjacent yards, at the Owner's sole expense and to the satisfaction of the General Manager, Planning, Infrastructure and Economic Development.

20. **Noise, Penthouse Mechanical System**

The Owner acknowledges and agrees that a solid noise wall flush with the mechanical penthouse façade shall be installed in accordance with the approved Stationary Noise Feasibility Assessment, referenced in Schedule "E" herein, at the Owner's sole expense and to the satisfaction of the General Manager, Planning, Infrastructure and Economic Development.

21. **Noise, Cooling Tower**

The Owner acknowledges and agrees that a Whisper Quiet Fan shall be installed for the cooling tower, in accordance with the approved Stationary Noise Feasibility Assessment report, referenced in Schedule "E" herein, at the Owner's sole expense and to the satisfaction of the General Manager, Planning, Infrastructure and Economic Development.

22. **Stationary Noise Control Attenuation Measures**

The Owner covenants and agrees that is shall retain the services of a professional engineer licensed in the Province of Ontario to ensure that the recommendations of the Stationary Noise Feasibility Assessment, referenced in Schedule "E" herein (the "Report"), are fully implemented. The Owner further acknowledge and agrees that is shall provide the General Manager, Planning Infrastructure and Economic Development with confirmation issued by the professional engineer that the Owner has complied with all recommendations and provisions of the Report, prior to building occupancy, which confirmation shall be to the satisfaction of the General Manager, Planning Infrastructure and Economic Development.

23. **Traffic Noise Control Attenuation Measures**

The Owner acknowledges and agrees to implement the noise control attenuation measures recommended in the approved Traffic Noise Assessment, referenced in Schedule "E" of this Agreement, as follows:

- (a) each unit is to be equipped with central air conditioning;
- (b) prior to the issuance of a building permit, a review of building components (windows, walls, doors) is required and must be designed to achieve indoor sound levels within the City's and the Ministry of the Environment, Conservation and Parks' noise criteria;
- (c) notice respecting noise shall be registered against the lands, at no cost to the City, and a warning clause shall be included in all agreements of purchase and sale or lease agreements, as detailed in paragraph 24 below.

24. **Notice on Title – Traffic Noise Control Attenuation Measures**

The Owner, or any subsequent owner of the whole or any part of the subject lands, acknowledges and agrees that all agreements of purchase and sale or lease agreements shall contain the following clauses, which shall be covenants running with the subject lands:

The Purchaser/Lessee for himself, his heirs, executors, administrators, successors and assigns acknowledges being advised that despite the inclusion of noise control features in this development and within building units, noise levels from increasing roadway traffic may be of concern, occasionally interfering with some activities of the dwelling occupants as the outdoor sound level exceeds the City of Ottawa's and the Ministry of the Environment, Conservation and Parks' noise criteria.

To help address the need for sound attenuation this development has been designed so as to provide an indoor environment that is within provincial guidelines. Measures for sound attenuation include:

- Sound Transmission Class ("STC") multi pane glass glazing elements
- Upgraded exterior walls achieving STC 45 or greater

The Purchaser/Lessee for himself, his heirs, executors, administrators, successors and assigns acknowledges being advised that this dwelling unit has been supplied with a central air conditioning system which will allow windows and exterior doors to remain closed, thereby ensuring that the indoor sound levels are within the City of Ottawa's and the Ministry of the Environment, Conservation and Parks' noise criteria.

The Purchaser/Lessee covenants with the Vendor/Lessor that the above clauses, verbatim, shall be included in all subsequent agreements of purchase and sale, and lease agreements for the lands described herein, which covenant shall run with the said lands.

25. **Certification Letter for Noise Control Measures**

- (a) The Owner acknowledges and agrees that upon completion of the development and prior to occupancy and/or final building inspection, it shall retain a Professional Engineer, licensed in the Province of Ontario with expertise in the subject of acoustics related to land use planning, to visit the lands, inspect the installed noise control measures and satisfy himself that the installed recommended interior noise control measures comply with the measures in the Traffic Noise Assessment and Stationary Noise Feasibility Assessment, both referenced in Schedule "E" hereto, as approved by the City and/or the approval agencies and authorities (The Ministry of the Environment and Climate Change) or noise thresholds identified in the City's Environmental Noise Control Guidelines. The Professional Engineer shall prepare a letter to the General Manager, Planning, Infrastructure and Economic Development (the "Certification Letter") stating that he certifies acoustical compliance with all requirements of the applicable conditions in this Agreement, to the satisfaction of the General Manager, Planning, Infrastructure and Economic Development.
- (b) The Certification Letter shall be unconditional and shall address all requirements as well as all relevant information relating to the development, including project name, lot numbers, building identification, drawing numbers, noise study report number, dates of relevant documents and in particular reference to the documents used for the building permits and site grading applications. The Certification Letter(s) shall bear the certification stamp of a Professional Engineer, licensed in the Province of Ontario, and shall be signed by said Professional Engineer, and shall be based on the following matters:
 - (i) Actual site visits, inspection, testing and actual sound level readings at the receptors;
 - (ii) Previously approved Detailed Noise Control Studies, Site Plan and relevant approved Certification Letters (C of A) or Noise thresholds of the City's Environmental Noise Control Guidelines; and
 - (iii) Non-conditional final approval for release for occupancy.
- (c) All of the information required in subsections (a) and (b) above shall be submitted to the General Manager, Planning, Infrastructure and Economic Development, and shall be to his satisfaction.

26. **Waste and Recycling Collection – Residential Units**

The Owner acknowledges and agrees that the City will provide waste collection and cart (and/or container) recycling collection for the residential units. The Owner shall provide an adequate storage room or space for waste containers and recycling carts (and/or containers). The Owner acknowledges and agrees that it is recommended that the containers and carts be placed on a concrete floor. The Owner shall provide an adequate constructed road access to the waste/recycling storage room or area suitable for waste/recycling vehicles as direct access to the containers and carts is required. The Owner acknowledges and agrees that any additional services (i.e. winching of containers) may result in extra charges.

27. **Waste and Recycling Collection - Commercial Units**

- (a) The Owner acknowledges and agrees that waste collection and recycling collection will not be provided by the City for commercial units and it shall make appropriate arrangements with a private contractor for waste collection and recycling collection at the Owner's sole expense.
- (b) The Owner acknowledges and agrees that a notice-on-title respecting waste and recycling collection as contained in Clause 28 hereinafter, shall be registered on title to the subject lands, at the Owner's expense, and the following warning clause shall be included in all agreements of purchase and sale and lease agreements.

28. **Notice on Title – Waste and Recycling Collection – Commercial Units**

The Owner, or any subsequent owner of the whole or any part of the commercial units of the subject lands, acknowledges and agrees that all agreements of purchase and sale or lease agreements shall contain the following clauses, which shall be covenants running with the subject lands:

The Purchaser/Lessee of the commercial unit for himself, his heirs, executors, administrators, successors and assigns acknowledges being advised that each commercial unit must accommodate appropriately sized waste and recycling containers within the individual unit, and all of the waste and recycling generated by that commercial unit must be stored on with the said container, and at no point is the said waste and recycling to be included with the residential waste and recycling.

The Purchaser/Lessee of the commercial unit for himself, his heirs, executors, administrators, successors and assigns further acknowledges being advised that waste collection and recycling collection will not be provided by the City and that it shall make appropriate arrangements with a private contractor for waste and recycling collection at the Owner's sole expense.

The Purchaser/Lessee covenants with the Vendor/Lessor that the above clauses, verbatim, shall be included in all subsequent agreements of purchase and sale, and lease agreements for the lands described herein, which covenant shall run with the said lands.

29. **Parking Area and Depressed Driveways**

- (a) The Owner acknowledges and agrees that during major storm events, depressed driveways and below grade parking areas may be subject to flooding due to drainage from the road allowance. The Owner further acknowledges and agrees that the City shall not take responsibility for flooding claims. The Owner further acknowledges that it is recommended that backwater valves be installed on catch basins located in depressed driveways.
- (b) The Owner acknowledges and agrees that a notice-on-title respecting below grade parking areas and depressed driveways, as contained in Clause 30 hereinafter, shall be registered on title to the subject lands, at the Owner's expense, and a warning clause shall

be included in all agreements of purchase and sale and lease agreements.

30. **Notices on Title – All Units (Below Grade Parking and Depressed Driveways)**

The Owner, or any subsequent owner of the whole or any part of the subject lands, acknowledges and agrees that all agreements of purchase and sale or lease agreements shall contain the following clauses, which shall be covenants running with the subject lands:

The Purchaser/Lessee for himself, his heirs, executors, administrators, successors and assigns acknowledges being advised that during major storm events, depressed driveways and below grade parking areas may be subject to flooding due to drainage from the road allowance. The Purchaser/Lessee further acknowledges being advised that the City of Ottawa shall not be liable for flooding claims. Backwater valves are recommended for installation on catch basins located in depressed driveways.

The Purchaser/Lessee covenants with the Vendor/Lessor that the above clauses, verbatim, shall be included in all subsequent agreements of purchase and sale, and lease agreements for the lands described herein, which covenant shall run with the said lands.

31. **Letter of Tolerance**

The Owner shall, within two (2) weeks of Site Plan Control Approval, file with the General Manager, Planning, Infrastructure and Economic Development a copy of the letter of tolerance issued by the Right-of-Way Unit for the encroachments of the wood screen fence and bollards to be constructed within the City's Bank Street and Evans Boulevard rights-of-way, as shown on the approved Landscape Plan, referenced in Schedule "E" herein.

32. **Permanent Encroachment Agreement**

The Owner acknowledges and agrees to enter into a permanent Encroachment Agreement to permit the encroachment of the wood screen fence and bollards to be constructed within the City's Bank Street and Evans Boulevard rights-of-way. The Owner shall, at its expense, provide a reference plan for registration, indicating the approved encroachments, and the Owner shall submit the draft reference plan to the City's Surveyor for review and approval prior to its deposit in the Land Registry Office. The Owner further acknowledges and agrees that the cost of preparation and registration of the Encroachment Agreement will be borne by the Owner.

33. **Geotechnical Investigation**

The Owner acknowledges and agrees that it shall retain the services of a geotechnical engineer, licensed in the Province of Ontario, to ensure that the recommendations of the Geotechnical Investigation (the "Report"), referenced in Schedule "E" herein, are fully implemented. The Owner further acknowledges and agrees that it shall provide the General Manager, Planning, Infrastructure and Economic Development with confirmation issued by the geotechnical engineer that the Owner has complied with all recommendations and provisions of the Report, prior to construction of the foundation and at the completion of the Works, which confirmation shall be

to the satisfaction of the General Manager, Planning, Infrastructure and Economic Development.

34. **Use of Explosives and Pre-Blast Survey**

The Owner acknowledges and agrees that all blasting activities will conform to the City's Standard S.P. No. F-1201 entitled Use of Explosives, as amended. Prior to any blasting activities, a pre-blast survey shall be prepared as per S.P. No. F-1201, at the Owner's expense, for all buildings, utilities, structures, water wells and facilities likely to be affected by the blast, in particular, those within seventy-five (75) metres of the location where explosives are to be used. The standard inspection procedure shall include the provision of an explanatory letter to the owner or occupant and owner with a formal request for permission to carry out an inspection.

35. **Groundwater Management**

The Owner acknowledges and agrees to retain an environmental consultant to test groundwater to be removed from the site during and after redevelopment. If through further testing the groundwater samples are found to be contaminated, all contaminated groundwater must be removed, managed or treated in accordance with appropriate Ontario regulations and/or discharged in accordance with the City's Sewer Use By-Law, being By-law No. 2003-514, as amended.

36. **Environmental Site Remediation Program**

The Owner acknowledges and agrees to implement an environmental site remediation program, as per the recommendations of the Phase II - Environmental Site Assessment, referenced in Schedule "E" herein, involving the excavation and off-site disposal of all impacted soil and the pumping treatment or off-site disposal of all impacted groundwater, which is to be completed concurrently with the site redevelopment. The Owner acknowledges and agrees that

- (a) soils that are found to be contaminated, must be disposed, treated or recycled at a waste disposal site or landfill licensed for that purpose by the Ministry of the Environment, Conservation and Parks;
- (b) groundwater found to be contaminated, shall be removed, managed and/or treated in accordance with the appropriate Ontario regulations and/or discharged in accordance with the City's Sewer Use By-law, being By-law 2003-514, as amended.

37. **Snow Storage**

In addition to the requirements of Clause 17 of Schedule "C" of this Agreement, the Owner acknowledges and agrees that any portion of the subject lands which is intended to be used for snow storage shall not interfere with the servicing of the subject lands.

38. **Off-Site Contamination Management Agreement**

The Owner acknowledges and agrees that where contamination emanating from the site and impacting the City's rights-of-way is discovered during the course of the Works, the Owner shall notify the Manager, Realty Services immediately in writing and agrees to enter into an Off-Site Management Agreement with the City to address the contamination in the rights-of-way. The Owner shall be responsible for all associated costs with the Off-Site Management Agreement, which agreement shall be to the satisfaction of the General Manager, Planning, Infrastructure and Economic Development.

39. **Inlet Control Devices**

The Owner acknowledges and agrees to install and maintain in good working order the required roof-top and in-ground stormwater inlet control devices, as recommended in the approved Site Servicing and Stormwater Management Design Brief, referenced in Schedule "E" herein. The Owner further acknowledges and agrees it shall assume all maintenance and replacement responsibilities in perpetuity. The Owner shall keep all records of inspection and maintenance in perpetuity, and shall provide said records to the City upon its request.

40. **Private Storm Sewer Connection to City Sewer System**

The Owner acknowledges and agrees that any new storm sewers to be installed as part of this development shall not be connected to the City's existing storm sewer system until such time as either:

- (a) a certificate of conformance and Record Drawings have been received from a Professional Engineer, licensed in the Province of Ontario, certifying that all required inlet control devices have been properly installed to City Standards or Specifications, and that the storm sewer system has been installed in accordance with the approved engineering drawings for site development and City Sewer Design Guidelines. The inlet control devices shall be free of any debris; or
- (b) a flow limiting orifice plate, designed by a Professional Engineer licensed in the Province of Ontario and to the satisfaction of the City, has been installed at the storm water outlet prior to connecting any upstream storm sewers. Such orifice plate shall not be removed until subsection (a) above has been satisfied and approved by the General Manager, Planning, Infrastructure and Economic Development.

41. **Professional Engineering Inspection**

The Owner shall have competent Professional Engineering inspection personnel on-site during the period of construction, to supervise the Works, and the General Manager, Planning, Infrastructure and Economic Development, shall have the right at all times to inspect the installation of the Works. The Owner acknowledges and agrees that should it be found in the sole opinion of the General Manager, Planning, Infrastructure and Economic Development, that such personnel are not on-site or are incompetent in the performance of their duties, or that the said Works are not being carried out in accordance with the approved plans or specifications and in accordance with good engineering practice, then the General Manager, Planning, Infrastructure and Economic Development, may order all Work in the project to be stopped, altered, retested or changed to the satisfaction of the General Manager, Planning, Infrastructure and Economic Development.

42. **Stormwater Works Certification**

Upon completion of all stormwater management Works, the Owner acknowledges and agrees to retain the services of a Professional Engineer, licensed in the Province of Ontario, to ensure that all measures have been implemented in conformity with the approved Plans and Reports, referenced in Schedule "E" herein. The Owner further acknowledges and agrees to provide the General Manager, Planning, Infrastructure and Economic Development with certificates of compliance issued by a Professional Engineer, licensed in the Province of Ontario, confirming that all recommendations and provisions have been implemented in accordance

with the approved Plans and Reports referenced in Schedule "E" herein.

43. **Permit to Take Water (PTTW)**

If required, the Owner acknowledges and agrees to obtain an approved temporary Permit to Take Water application from the Ministry of the Environment, Conservation and Parks in accordance with O. Reg. 387/04 Water Taking and Transfer under *Ontario Water Resources Act*, R.S.O. 1990, c.O.40 prior to starting the project to the satisfaction of the General Manager, Planning, Infrastructure and Economic Development.

44. **Site Dewatering**

The Owner acknowledges and agrees that while the site is under construction, any water discharged to the sanitary sewer due to dewatering shall meet the requirements of the City's Sewer Use By-law No. 2003-514, as amended.

45. **Hydro Ottawa Limited – Medium Voltage Overhead Lines**

The Owner acknowledges and agrees that there are medium voltage overhead lines along the to the north and east sides of the subject lands and the following conditions shall apply:

- (a) The Owner shall ensure that no personnel or equipment encroaches within three (3.0 m) metres of the Hydro Ottawa Limited overhead medium voltage distribution lines, unless approved by Hydro Ottawa Limited. The Owner shall contact Hydro Ottawa Limited prior to commencing work when proposing to work within three (3.0 m) metres of the Hydro Ottawa Limited distribution lines as noted above. No such work shall commence without prior approval of Hydro Ottawa Limited.
- (b) The Owner shall ensure that no permanent structures are located within the "restricted zone" defined by Hydro Ottawa Limited's standard OLS0002. The "restricted zone" surrounds overhead medium voltage pole lines, consisting of a five (5.0 m) metre radial distance from overhead medium voltage conductors, and a two (2.0 m) metre distance from a vertical line drawn from the conductors to ground level along the length of the pole line. This standard complies with the requirements of the *Occupational Health & Safety Act*, the Ontario Building Code and the Ontario Electrical Safety Code. Permanent structures include buildings, signs (even lit signs when open for maintenance), antennas, pools, and fences.

46. **Hydro Ottawa Limited – Medium Voltage Underground Lines**

The Owner acknowledges and agrees that there are existing underground medium voltage lines which run along the west side of the subject lands, as well as a padmounted transformer located within the northerly limits of the subject lands, and the following conditions shall apply:

- (a) The Owner shall arrange for, or ensure its contractors arrange for, an underground electricity cable locate by contacting Ontario One Call, a minimum of seven (7) working days prior to excavating. The Owner acknowledges and agrees that there shall be no mechanical excavation within 1.5 metres of Hydro Ottawa Limited's underground plant unless the exact position of the plant is determined by hand digging methods. Direct supervision by Hydro Ottawa Limited personnel and protection and support of the underground assets shall be at the Owner's expense.

- (b) The Owner acknowledges and agrees that the proposed grade change near the Hydro Ottawa Limited facilities is no more than 0.3 metres. Hydro Ottawa Limited prohibits any change of grade that results in reduced life expectancy of the asset. Any change in grade of more than 0.3 meters in the vicinity of proposed or existing electric utility equipment shall be reviewed with Hydro Ottawa Limited.
- (c) The Owner shall ensure that planting or permanent structures are not placed within the clearance areas around padmounted equipment as shown in Hydro Ottawa Limited Drawing No. UTS0038, titled "Clearances from Padmounted Equipment".

47. **Hydro Ottawa Limited – Encroachment**

The Owner acknowledges and agrees that it shall ensure that any landscaping or surface finishing will not encroach into the existing or proposed Hydro Ottawa Limited overhead or underground assets or easement. When proposing to plant in the proximity of existing power lines, the Owner shall refer to Hydro Ottawa Limited's free publication *Tree Planting Advice*. The Owner acknowledges and agrees to ensure that the shrubs and tree locations and expected growth will be considered. If any Hydro Ottawa Limited related activity requires the trimming, cutting or removal of vegetation, or removal of other landscaping or surface finishing, the activity and the re-instatement shall be at the Owner's expense.

48. **Hydro Ottawa Limited – Removal**

The Owner acknowledges and agrees it shall contact Hydro Ottawa Limited to arrange for disconnecting the service from the distribution system and removal of all Hydro Ottawa Limited assets at least ten business days prior to demolition or removal of the serviced structure.

49. **Hydro Ottawa Limited – Relocation**

The Owner acknowledges and agrees it shall be responsible for all costs for feasible relocations, protection or encasement of any existing Hydro Ottawa Limited plant and/or asset.

50. **Hydro Ottawa Limited – Easements**

The Owner acknowledges and agrees to convey any such easement deemed necessary by Hydro Ottawa Limited, depending on the electrical servicing design, at the Owner's own expense and to the satisfaction of Hydro Ottawa Limited.

51. **Hydro Ottawa Limited – Installation and Service Agreement**

The Owner shall enter an Installation and Service agreement with Hydro Ottawa Limited.

52. **Hydro Ottawa Limited – Conditions of Service**

The Owner shall comply with Hydro Ottawa Limited's *Conditions of Service*, as amended, and shall consult with Hydro Ottawa Limited regarding the servicing terms prior to commencing engineering designs in order to ensure compliance with all Hydro Ottawa Limited standards and guidelines.

53. **Development Charges**

The Owner shall pay development charges to the City in accordance with the by-laws of the City.

54. **Inform Prospective Purchasers of Development Charges**

The Owner and its successors and assigns covenant and agree to inform prospective purchasers of the development charges that have been paid or which are still applicable. The applicable development charges shall be stated as of the time of the conveyance of the relevant land 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 change in accordance with the *Development Charges Act, 1997*, S.O. 1997, c.27, as amended and the *Education Act*, R.S.O. 1990, c.E.2, as amended, Part IX, Division E.

55. **Development Charges – Instalment Option**

- (a) The Owner acknowledges that for building permits issued after January 15, 2010, payment of non-residential development charges, excluding development charges for institutional developments, may be calculated in two (2) installments at the option of the Owner, such option to be exercised by the Owner at the time of the application for the building permit. The non-discounted portion of the development charge shall be paid at the time of issuance of the building permit and the discounted portion of the development charge shall be payable a maximum of two (2) years from the date of issuance of the initial building permit subject to the following conditions:
 - (i) a written acknowledgement from the Owner of the obligation to pay the discounted portion of the development charges;
 - (ii) no reduction in the Letter of Credit below the amount of the outstanding discounted development charges; and
 - (iii) indexing of the development charges in accordance with the provisions of the City's Development Charges By-law, as amended.
- (b) The Owner further acknowledges and agrees that Council may terminate the eligibility for this two (2) stage payment at any time without notice, including for the Lands subject to this Agreement and including for a building permit for which an application has been filed but not yet issued.
- (c) For the purposes of this provision,
 - (i) "discounted portion" means the costs of eligible services, except fire, police and engineered services, that are subject to 90% cost recovery of growth-related net capital costs for purposes of funding from development charges. The 10% discounted portion, for applicable services, must be financed from non-development charge revenue sources.
 - (ii) "non-discounted portion" means the costs of eligible services, fire, police and engineered services, that are subject to 100% cost recovery of growth-related net capital costs for purposes of funding from development charges.

SCHEDULE “E”**LIST OF APPROVED PLANS AND REPORTS**

The Parties have agreed that the following plans and reports constitute part of the site plan approval under Section 41 of the *Planning Act R.S.O. 1990, c. P.13*. These documents can be viewed at Ottawa City Hall, 110 Laurier Avenue West, Ottawa, ON K1P 1J1.

Approved Plans

1. **Site Plan**, prepared by Chmiel Architects, Drawing No. SP-01, Project No. 18-1673, dated October 18, 2018, Revision 10 dated November 6, 2019, approved by the City on December 10, 2019.
2. **Level P1 Floor Plan**, prepared by Chmiel Architects, Drawing No. A100-1, Project No. 18-1673, dated October 18, 2018, Revision 7 dated August 26, 2019, approved by the City on December 10, 2019.
3. **Level P2 Floor Plan**, prepared by Chmiel Architects, Drawing No. A100-2, Project No. 18-1673, dated October 18, 2018, Revision 7 dated August 26, 2019, approved by the City on December 10, 2019.
4. **West Elevation (Bank St)**, prepared by Chmiel Architects, Drawing No., Drawing No. A200, Project No. 18-1673, dated October 18, 2018, Revision 5, dated October 11, 2019, approved by the City on December 10, 2019.
5. **South Elevation (Evans Blvd)**, prepared by Chmiel Architects, Drawing No. A201, Project No. 18-1673, dated October 18, 2018, Revision 5 dated October 11, 2019, approved by the City on December 10, 2019.
6. **East Elevation (Side Elevation)**, prepared by Chmiel Architects, Drawing No. A202, Project No. 18-1673, dated October 18, 2018, Revision 5, dated October 11, 2019, approved by the City on December 10, 2019.
7. **North-East Elevation (Rear Elevation 1)**, prepared by Chmiel Architects, Drawing No. A203, Project No. 18-1673, dated October 18, 2018, Revision 5 dated October 11, 2019, approved by the City on December 10, 2019.
8. **North-East Elevation (Rear Elevation 2)**, prepared by Chmiel Architects, Drawing No. A204, Project No. 18-1673, dated October 18, 2018, Revision 6 dated October 11, 2019, approved by the City on December 10, 2019.
9. **North Elevation (Side Elevation)**, prepared by Chmiel Architects, Drawing No. A205, Project No. 18-1673, dated October 18, 2018, Revision 5, dated October 11, 2019, approved by the City on December 10, 2019.
10. **Landscape Plan**, prepared by James B Lennox & Associates Inc., Drawing No. L.1, Project No. 18MIS1857, dated September 2018, Revision 6, dated October 30, 2019, approved by the City on December 10, 2019.
11. **Grading and Erosion Control Plan**, prepared by Novatech Engineers, Planners & Landscape Architects, Drawing No. 118019-GR, Project No. 118019-01, dated October 18, 2018, Revision 7, dated November 5, 2019, approved by the City on December 10, 2019.
12. **General Plan of Services**, prepared by Novatech Engineers, Planners & Landscape Architects, Drawing No. 118019-GP, Project No. 118019-01, dated October 19, 2018, Revision 5 dated November 5, 2019, approved by the City on December 10, 2019.

13. **Storm Drainage Area Plan**, prepared by Novatech Engineers, Planners & Landscape Architects, Drawing No. 118019-STM, Project No. 118019-01, dated October 19, 2018, Revision 2 dated May 29, 2019, approved by the City on December 10, 2019.

Approved Reports

1. **Stationary Noise Feasibility Assessment**, prepared by Gradient Wind Engineering Inc., Report No. 18-128 – Stationary Noise, dated May 8, 2019.
2. **Traffic Noise Assessment**, 1545 Bank St., prepared by Gradient Wind Engineering Inc., Report No. GWE18-128 – Traffic Noise, dated October 25, 2018.
3. **Transportation Impact Assessment**, prepared by Novatech Engineers, Planners & Landscape Architects, File No. 118019, Reference No. R-2018-120, dated November 19, 2018.
4. **Site Servicing and Stormwater Management Design Brief**, prepared by Novatech Engineers Planners & Landscape Architects, File No. 118019, Reference No. R-2018-139, dated October 19, 2018.
5. **Geotechnical Investigation**, prepared by Paterson Group Inc., Report No. PG4604-1, dated July 25, 2018.
6. **Phase I – Environmental Site Assessment**, prepared by Paterson Group Inc., Report No. PE4330-1, dated July 20, 2018.
7. **Phase II – Environmental Site Assessment**, prepared by Paterson Group Inc., Report No. PE4330-2, dated August 27, 2018.