

2. DRAFT PLAN OF SUBDIVISION 06T- 99001, LONGWOOD CORPORATION LTD., ELEANOR DRIVE, CITY OF NEPEAN

**COMMITTEE RECOMMENDATIONS AS AMENDED**

**That Council approve Draft Plan of Subdivision 06T-99001 as outlined in the draft approval report attached as Annex 1, as amended by the following:**

**That a pathway be maintained in perpetuity (location and width to the satisfaction of the Planning Commissioner) so that it may be extended at some time in the future, and that Regional Staff make best efforts to negotiate the pathway extension, and that maintenance and ownership issues be resolved among the affected parties and to the satisfaction of the Planning Commissioner.**

**DOCUMENTATION:**

1. Planning and Development Approvals Commissioner's report dated 13 July 1999 is immediately attached.
2. Extract of Draft Minute, 13 July 99, follows and includes a record of the vote.

REGION OF OTTAWA-CARLETON  
RÉGION D'OTTAWA-CARLETON

REPORT  
RAPPORT

Our File/N/Réf. Your File/V/Réf.	15-99-SD01
DATE	13 July 1999
TO/DEST.	Co-ordinator, Planning and Environment Committee
FROM/EXP.	Planning and Development Approvals Commissioner
SUBJECT/OBJET	<b>DRAFT PLAN OF SUBDIVISION 06T-99001, LONGWOOD CORPORATION LTD., ELEANOR DRIVE - CITY OF NEPEAN</b>

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### **DEPARTMENTAL RECOMMENDATION**

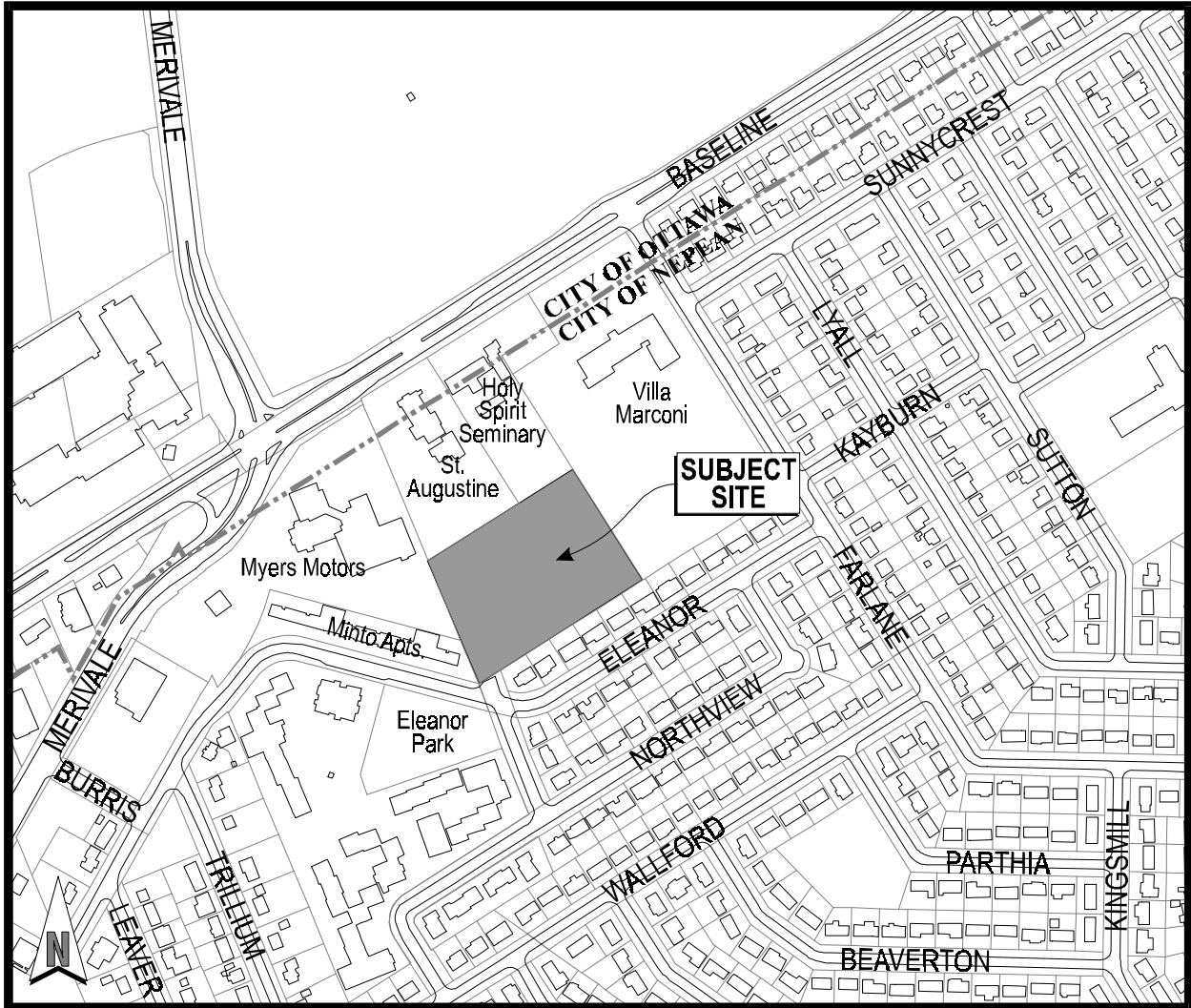
**That Planning and Environment Committee and Council approve Draft Plan of Subdivision 06T-99001 as outlined in the Draft Plan Approval Report attached as Annex I.**

### **BACKGROUND**

This report is brought forward for the consideration of Planning and Environment Committee (PEC) at the direction of Councillor Hunter. The request to refer this matter to PEC was made to Councillor Hunter by Corey Peabody, a local ratepayer.

Application for the approval of Subdivision (Draft Plan) 06T-99001 was submitted by D. W. Kennedy (consultant) on 16 March 1999. The joint public hearing for the subdivision required by the Planning Act was held at the City of Nepean on 25 May 1999 and the subdivision was recommended for approval by Nepean Council on 27 May 1999. Applications to rezone the subject property and for site plan approval were considered and approved concurrently by Nepean Planning and Development Committee and Council. No appeal to the zoning by-law was received within the prescribed appeal period - the zoning of the subject is therefore in force and effect. Nepean intends to prepare a joint site plan/ subdivision agreement to govern the development of the subject property.

The subject property is 1.59ha in area. It is located north of Eleanor Drive, south of the Holy Spirit Seminary and St. Augustine's Church (which both front onto Baseline Road in the City of Ottawa). The property is bounded on the east by the Villa Marconi and on the west by Myers Motors and an apartment complex owned by Minto Developments. The parcel of land is landlocked except for frontage of 18m on Eleanor Drive.



The property is designated “General Urban Area” in the Region’s Official Plan and is designated “Residential” in the Nepean Official Plan. The subject property has recently been sold to Longwood Corporation by the Ukrainian Episcopal Church of Canada who have owned the lands since 1984. For most of this time the property has been leased by the City of Nepean in order to provide the community with a softball diamond. The Ukrainian Seminary terminated the lease with the City in order to sell the lands to Longwood Corporation.

#### Subdivision /Site Plan

The proposed plan of subdivision creates four blocks as shown on the draft plan of subdivision attached to Annex I. The units will be freehold, but individual owners will each have an interest in the internal 7m private street and common elements. Vehicular access to the development is off Eleanor Drive immediately opposite Greencrest Place.

### Parking:

The site plan proposes 37 attached bungalow units, 29 of which will have double garages and driveways. An additional 10 visitor parking spaces are proposed which exceeds the City of Nepean's by-law requirement (one garage and one driveway for each attached unit). Freehold townhouse developments in Nepean normally do not require additional visitor parking spaces.

### Fencing/Landscaping:

Fencing is proposed around the periphery of this development to safeguard the privacy of the adjacent residential properties, and to provide appropriate screening for these proposed units where they abut commercial/institutional uses. Nepean has required that the applicant prepare a detailed landscaping plan and has required the applicant to retain as many existing, healthy trees as is practicable.

### Stormwater:

The applicant is required to prepare a stormwater management plan as a condition of subdivision approval. The proponent is responsible for ensuring that stormwater discharging from the subject property is released at a rate equal to or less than the current release rate.

### Zoning:

The site specific by-law proposed for the subject site is in force and effect. Draft Condition 5 remains a condition of approval in case a further rezoning occurs prior to final registration of the plan.

Although no specific condition has been appealed, this subdivision is deemed disputed in light of concerns expressed by local ratepayers. These concerns have been summarized below and where appropriate comments regarding proposed draft conditions have been provided. Many of the concerns, however, do not relate to the subdivision approval or recommended draft plan conditions.

### Community Concerns

### Greenspace:

The local ratepayers have expressed concern regarding the loss of the use of the subject lands as a ball diamond and greenspace. It is their contention that the area is underserved with respect to greenspace, particularly space which could be used for recreational purposes. The ratepayers put forward the position that Nepean should expropriate or otherwise purchase the subject land as parkland.

Nepean has deemed that the community in which the proposed development is located is adequately served with respect to parkland. In the Nepean staff report considered 25 May 1999, staff demonstrated that the area met the parkland dedication requirements of the Nepean Official Plan and the Planning Act. Nepean staff have also examined alternate sites within the area which could be used to replace the ball diamond located on the subject property. Nepean Planning and Development Committee rejected the proposition of expropriating or purchasing the subject lands for recreational/ parkland uses.

#### Staff Comment

Under the Planning Act, parkland dedication is not an area of Regional jurisdiction. Nepean has demonstrated that the area is adequately serviced with respect to greenspace, and is attempting to find alternate sites which could be leased for recreational purposes. Accordingly, no changes are recommended to Draft Condition 15.

#### Pedestrian access to Baseline Road:

Ratepayers have expressed concern that the proposed development of the subject site will eliminate an informal path network which is used to gain access to OC Transpo bus shelters on Baseline Road. This pathway is generally located at the western edge of the subject property. It continues through the St. Augustine's Church parking lot to Baseline Road. The paths are well worn - suggesting that they are well travelled.

Representatives of St. Augustine's Church have expressed concern with the use of this informal pathway which they view as promoting trespassing onto their property. The Church has expressed concerns about liability, and security with respect to the public utilising Church property as a means of egress to Baseline Road.

At the 25 May 1999 public meeting, the applicant, Nepean staff, and the Nepean Solicitor noted concerns with respect to liability and maintenance of a public pathway on private lands. Notwithstanding these issues, the Draft Plan was ultimately recommended for approval by Nepean Council subject to, amongst other conditions, the granting of a 3m easement for a pathway. The easement was to be reserved for the period up to 31 December 2000 in order to facilitate negotiations with St. Augustine's Church to allow a connection onto their property to the north. Draft condition 12 refers to this easement.

#### Staff Comment

OC Transpo recognizes the importance of providing local residents convenient access to transit services on Baseline Road. OC Transpo staff, having been directed by the Transit Services Committee to revisit their earlier comments on the subdivision, have now begun examining methods of securing access through the subject site to provide convenient access to transit services on Baseline Road. There are two options currently being explored. The preferred option is to negotiate with St. Augustine's Church to allow for the continuation of the pathway onto their lands in the location at the west of the subject site. This is the preferred location because it most approximates the location of the existing informal pathway and provides the most convenient access to the bus shelter immediately in front of St. Augustine's. This option does rely

on a negotiated settlement as St. Augustine's is not party to the subdivision application and is not legally bound to allow access/ egress through its property.

The second option is to require the Ukrainian Seminary, as a draft condition, to provide egress over their remnant property to Baseline Road. This could be accomplished at a location to the east of the subject site over an existing sewer easement. There are two problems with this option. The first is that this is not the most appropriate location for the path, and the second is that it may not be possible to continue the 3m path through the Seminary's property without having to also negotiate an easement from St. Augustine's. There does not appear to be sufficient room on the Seminary's property to locate a path between the property line and the existing structure.

**Legal Department Comments:**

The pathway sought by the residents through the proposed development does not lead to any public right-of-way. Rather, it terminates at the property line of the St. Augustine's Church, which property lies between the development and Baseline Road.

It would be inappropriate for the Region, or any area municipality, to direct that a pathway be installed that would require persons using it to trespass over private property in order to make effective use of the pathway. In the event that a person using the pathway was hurt on the property of the seminary, or the seminary was damaged by someone who had walked onto the seminary's property from the pathway, it is to be expected that the owner of the pathway and the Region as the approval authority for the plan of subdivision could be faced with a claim for damages.

Without a negotiated solution, it would only be through expropriation that a pathway could be linked to Baseline Road. The expropriation of lands for pathway purposes is normally an area municipal rather than a Regional responsibility. It is the area municipalities that have the necessary equipment and staff resources to ensure that the pathways and sidewalks are satisfactorily maintained.

**Recommendation:**

It is recommended that the Draft Condition 12 imposed by Nepean be retained and that Regional staff be directed to help negotiate a solution with respect to allowing public egress through the subject site, and across the St. Augustine's property to Baseline Road. Expropriation of an easement or imposing a draft condition which may require alterations to the existing Seminary structure may unduly expose the Region to litigation, and/or result in an appeal to the Ontario Municipal Board, and even if successful would at best lead to the path being located in the least desirable location.

Parking and Traffic (Density):

Ratepayers initially expressed concern regarding the density of the proposed development specifically with respect to parking and traffic. They, however, did not appeal the zoning by-law which, amongst other matters, would govern permitted density on the subject site.

Nepean staff support the proposed use as appropriate, and relied upon the traffic impact study submitted in support of the proposed amendment to support the use as appropriate.

Staff Comment

The proposed development conforms to the Nepean and Regional Official Plans and is an appropriate infill development. Regional staff have also reviewed the traffic impact study. No concerns were identified with respect to the density of the proposed development.

Removal of trees:

Ratepayers expressed concern that a number of existing trees on the site should be retained.

As a condition of both subdivision and site plan approval, the applicant is required to retain significant trees where practicable. In addition to this, the applicant is required to submit a detailed landscaping plan which demonstrates suitable planting of new trees on the subject site.

Staff Comment

The Region has reviewed the existing landscape assessment submitted by Thakar Associates. According to Thakar, “the site is devoid of significant tree cover except in specific locations.” It is not a significant woodlot as referred to by the local residents. A review of aerial photography of the subject site as confirmed by a site inspection reveals that the growth is primarily scrub and invader species which are typically undesirable in residential settings. The applicant has undertaken to preserve significant trees where it can be done. No additional condition respecting landscaping is recommended.

Gated Community:

The ratepayers offer the perception that the proposed development is to be a gated community.

Staff Comment

The development is an infill site development - not a community, and the fencing is normally required by Nepean to protect the privacy of the existing single detached dwellings that abut the subject lands. This site, although being marketed as a freehold development, is not unlike any of the numerous private condominium developments throughout the Region. So called “gated communities” are much larger and usually involve some sort of security feature at the entrance. No such feature is proposed as part of this development.

The remainder of the proposed conditions are standard in nature and are not in dispute.

## CONSULTATION

As Regional Staff have satisfied Council's delegated responsibility under the Planning Act, 1990 to confer with those agencies and individuals with an interest in Draft Plan 06T-99001, no further public consultation is necessary. Notice of the 13 July 1999 PEC meeting to consider Draft Plan 06T-99001 was communicated to Nepean, D.W. Kennedy, and to Corey Peabody.

## FINANCIAL IMPLICATIONS

The approval of draft Plan 06T-99001 would have no immediate financial implications for the Region. Upon the registration of the Draft Plan development charge revenue will accrue to the Region. However, if the Draft Plan or conditions are referred to the OMB, or if expropriation is contemplated, the Region could be exposed to costs in the form of staff resources which would be required to prepare and give evidence on Council's decision as well as on matters of professional planning, legal, and engineering opinion. Such costs would most likely be absorbed within the budgets of the Regional departments concerned.

## CONCLUSION AND RECOMMENDATION

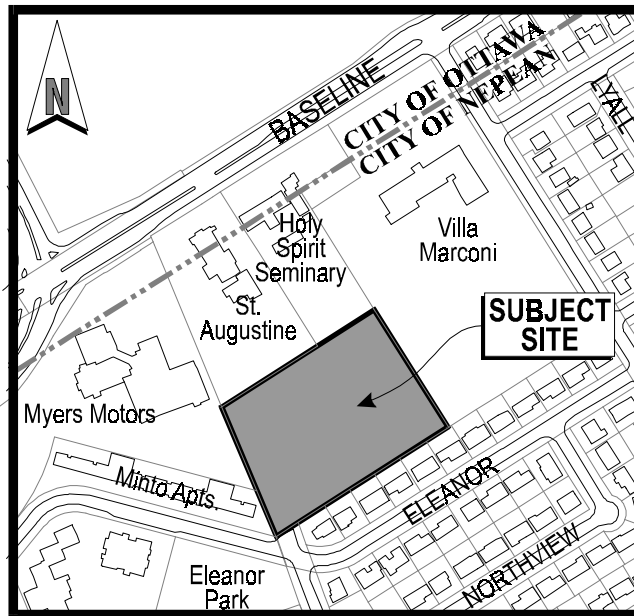
Although no specific Draft Condition has been objected to, the Draft Plan 06T-99001 is deemed disputed as a result of the letter filed with the chairman of PEC by Corey Peabody. It has therefore been brought before PEC and Council for a decision. Regional staff recommends that PEC recommend to Council that Draft Plan 06T-99001 be approved subject to the conditions attached as Annex I.

*Approved by*  
*Barry Edgington for*  
N. Tunnacliffe, MCIP, RPP



**DEVELOPMENT APPROVALS DIVISION****DRAFT PLAN APPROVAL REPORT**

13 July 1999

Subdivision  X  Re-Subdivision      CondominiumRegion File No: 15-99-SD01 Provincial File No.: 06T-99001NAME: Longwood Corporation Ltd.LOCATION: City of Nepean - Part of Lot 35, Concession A, Rideau Front.**CURRENT AND PROPOSED USES:**

- Existing - Vacant (formerly leased for recreational purposes)
- Proposed - Approximately 37 multiple-attached units

DESIGNATIONCONFORMITY

Regional Official Plan - General Urban Area	<u>YES</u>
Local Official Plan - Residential	<u>YES</u>
Zoning - Zoning By-law 39-81 - R5A Block "T" - appealed to OMB	<u>NO</u>

AGENCIES WITH CONDITIONS**Agencies requesting standard condition(s):**

City of Nepean  
 Canada Post  
 Bell Canada  
 Enbridge Gas  
 Nepean Hydro  
 Ottawa-Carleton District School Board (OCDSB)  
 Rideau Valley Conservation Authority (RVCA)  
 Rogers Cable

**Agencies requesting non-standard condition(s):**

RMOC  
 City of Nepean  
 RVCA

**REGIONAL COMMENTS**

Standard Regional conditions have been imposed, as well special conditions regarding servicing matters.

Processing Fee Paid:  X (50%)  (100%)

Owner's Concurrence (Office Use Only):

**RECOMMENDATION**

**Based on the above, it is recommended that the application be approved subject to the Conditions for Final Approval listed separately.**

Signature of Regional Planner *Original signed by*  
*Mike Boucher*

I concur with the recommendation *Original signed by*  
*R.B. Edgington, MCIP, RPP*  
*Director*  
 Development Approvals Division

**Regional File:  
15-99-SD01**

**REGIONAL CONDITIONS FOR FINAL APPROVAL**  
**LONGWOOD CORPORATION LTD.**  
**CITY OF NEPEAN SUBDIVISION (ELEANOR DRIVE)**

The RMOC's conditions applying to the approval of the final plan for registration of Longwood Corporation Ltd. City of Nepean Subdivision (06T-99001) are as follows:

**General**

1. This approval applies to the draft plan certified by D.A. Simmonds, OLS, dated 15 March 1999, showing 4 blocks, accommodating approximately 37 dwelling units.
2. The owner agrees, by entering into subdivision agreements, to satisfy all requirements, financial and otherwise, of the City of Nepean and the RMOC, including but not limited to, the phasing of the plan for registration, the provision of roads, installation of services and utilities, and drainage. **RMOC (PDAD) Nepean**
3. Any residential blocks on the final plan shall be configured to ensure that there will generally be no more than 25 units per block. **RMOC (PDAD)**
4. Prior to any further division of lots or blocks, the RMOC or the City of Nepean may require an additional agreement to address any new or amended conditions. **RMOC (PDAD)**

**Zoning**

5. Prior to registration of the plan of subdivision, the RMOC shall be advised by the City of Nepean that the proposed plan of subdivision conforms with a zoning by-law approved under the requirements of the Planning Act, with all possibility of appeal to the OMB exhausted. **RMOC (PDAD) Nepean**

**Highways/Roads**

6. The owner agrees, via the subdivision/site plan agreement with the City of Nepean, to restore existing adjacent streets, curbs and other services that may be disturbed in the development of this subdivision. **Nepean**
7. The owner, at their expense, undertakes and agrees to assume the conveyance of the road allowance at Greencrest Place on the north side of Eleanor Drive to the satisfaction of the City of Nepean. **Nepean**
8. The owner shall undertake a transportation impact study certified by a Professional engineer (expertise in undertaking such studies). The study shall comply with RMOC's Transportation Impact Study Guidelines (September 1995), Ontario Ministry of Transportation's Manual of Uniform Traffic Control Devices, Trip Generation Manual, "5th Edition" Institute of Traffic Engineers, 1991 and Highway Capacity Manual, 1985, as amended. **RMOC (PDAD)**
9. All streets shall be named to the satisfaction of the City of Nepean and the Regional Planning and Development Approvals Department. The owner shall be responsible for the costs, if any, of creating an appropriate legal description in order that the existing roadway be named pursuant to the provisions of the Municipal Act. **RMOC (PDAD) Nepean**

**Sidewalks, Walkways, and Fencing**

10. The owner agrees with the City of Nepean to construct sidewalks to the specifications of the City of Nepean, in locations specified within the City of Nepean Subdivision Agreement. **Nepean**
11. The owner agrees to construct fencing to the specifications of the City of Nepean in the location specified within the City of Nepean Subdivision Agreement. **Nepean**
12. The owner agrees via the subdivision agreement to provide a 3.0 m wide easement on the property to be used as a pedestrian link for up to 31 December 2000 to the satisfaction of the City of Nepean. **Nepean**

**Land/Streetscaping**

13. The owner shall provide postal facilities among other matters; arrangements for the siting of community mailboxes, and lay-bys if **Nepean**

required.

14. The owner shall provide to the City of Nepean a landscape plan and install streetscaping to the City of Nepean specifications to the satisfaction of the City of Nepean. **Nepean**

### **Parks**

15. The owner shall convey “at no cost” to the City of Nepean, land for park purposes in the amount of 1.2 hectares per 1,000 population, or cash-in-lieu thereof as specified in the City of Nepean Subdivision Agreement. **Nepean**

### **Stormwater Management**

16. Prior to the commencement of construction of any phase of this subdivision (roads, utilities, any off site work, etc.) the owner shall: **RMOC (PDAD) RVCA**
- a) have an Erosion and Sediment Control Plan prepared by a Professional Engineer in accordance with Current Best Management Practices,
  - b) have such a plan approved by the RMOC, and
  - c) provide certification to the RMOC through a Professional Engineer that the plan has been implemented.
17. On completion of all stormwater works, the owner shall provide certification to the RMOC through a Professional Engineer that all measures have been implemented in conformity with the Stormwater Site Management Plan. **RMOC (PDAD)**
18. Prior to registration, or prior to an application for a Certificate of Approval for any stormwater works (whichever comes first), the owner shall prepare a Stormwater Site Management Plan. The Stormwater Site Management Plan shall identify the sequence of its implementation in relation to the construction of the subdivision and shall be to the satisfaction of the RMOC, City of Nepean and RVCA. **RMOC (PDAD) Nepean RVCA**

### **Water Services**

19. The owner shall design and construct all necessary watermains within the subject lands to the satisfaction of the RMOC. The owner shall pay all related costs, including the cost of connection, inspection and sterilization by Regional personnel. **RMOC (PDAD)**

20. The details for water servicing and metering shall be to the satisfaction of the RMOC. The owner shall pay all related costs, including the cost of connections and the supply and installation of water meters by Regional personnel. **RMOC (PDAD)**
21. Upon completion of the installation of all watermains, hydrants and water services, the owner shall provide the RMOC with mylar(s) of the "as-built" plan(s), certified under seal by a professional engineer, showing the location of the watermains, hydrants and services. Furthermore, the owner shall provide the "as-built" information and the attribute data for the water plan installation on diskette in a form that is compatible with the Regional computerized systems. **RMOC (PDAD)**
22. Financial security, in the amount of 100% of the value of the water plant, in accordance with the MOE Certificate, must be field with the Regional Legal Department, pending preliminary acceptance of the water plant. **RMOC (PDAD)**
23. The installation of the water plant shall be subject to inspection by the RMOC at the owner's expense. **RMOC (PDAD)**
24. The owner prepares, entirely at his cost, a hydraulic network analysis of the proposed water plant within the plan of subdivision and as it relates to the existing infrastructure. Said report shall be submitted to the RMOC for review and approval as part of the water plant design submission. **RMOC (PDAD)**
25. The owner shall install the necessary watermains in accordance with the staging schedule approved by the RMOC. **RMOC (PDAD)**
26. All prospective purchasers will be informed through a clause in all agreements of purchase and sale, that no driveway shall be located within 3.0 m of an existing fire hydrant. No objects, including vegetation, shall be placed or planted within a 3.0 m corridor between a fire hydrant and the curb, nor a 1.5 m radius beside or behind a fire hydrant. **RMOC (PDAD)**
27. A joint use and maintenance agreement referring to obligations amongst co-owners to the common elements is required. The association may enter into an agreement with the RMOC to provide for the maintenance of private watermains, private hydrants, and **RMOC (PDAD)**

private water services, as applicable.

### Utilities

- |     |   |  |
|-----|---|--|
| 28. | Such easements and maintenance agreements which may be required for electrical, gas, water, sewer, telephone and cablevision facilities, shall be provided and agreed to by the owner, to the satisfaction of the appropriate authority; and that the owner shall ensure that these easement documents are registered on title immediately following registration of the final plan; and the affected agencies are duly notified.                                     | <b>RMOC<br/>(PDAD)<br/>Bell<br/>Cable<br/>Hydro<br/>(Nepean)<br/>Gas</b> |
| 29. | Where the relocation or removal of any existing on-site/adjacent utility facility, including water, sewer, electrical, gas, telephone and cablevision, is required as a direct result of the development, the owner shall pay the actual cost associated therewith to the satisfaction of the appropriate utility authority.  | <b>RMOC<br/>(PDAD)<br/>Bell<br/>Cable<br/>Hydro<br/>(Nepean)<br/>Gas</b> |
| 30. | The owner shall 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-grade, below-grade or above-grade), including on-site drainage facilities and streetscaping)--such location plan shall be to the satisfaction of all affected authorities and shall consider their respective standards and specification manuals, where applicable. | <b>RMOC<br/>(Leg)</b>  |

### Waste Management

- |     |   |                        |
|-----|---|------------------------|
| 31. | The owner shall provide facilities for the on-site storage of garbage or refuse and a method of regular collection. | <b>RMOC<br/>(Hlth)</b> |
|-----|---|------------------------|

### Noise Attenuation

- |     |   |                        |
|-----|---|------------------------|
| 32. | It is recommended that the developer follows the requirements outlined in the "Prescribed Measures to Address Aircraft Noise" document, as agreed upon by the RMOC, the Corporation of the City of Nepean and the Ottawa-Carleton Homebuilders Association. | <b>RMOC<br/>(PDAD)</b> |
| 33. | The developer must demonstrate that the development will not interfere with the electronic/telecommunications aids for Ottawa-Macdonald Cartier International Airport to the satisfaction of  | <b>RMOC<br/>(PDAD)</b> |

Transport Canada and Ottawa-Macdonald Cartier International Airport. The developer must also demonstrate compliance with the Ottawa-Macdonald Cartier International Airport Zoning Regulations.

**Schools**

34. The owner be required to inform prospective purchasers that school accommodation problems 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 their community. **OCDSB**

**Purchase and Sale Agreements and Covenants on Title**

35. The owner agrees to inform all prospective purchasers of the proposed location(s) of community mailboxes within the subdivision. All plans used for marketing purposes shall indicate the proposed location(s) for community mailboxes. **Nepean**
36. The owner undertakes and agrees to include wording in all Purchase and Sale Agreements/Subdivision Agreements and Site Plan Agreements (if applicable) which will prohibit the filling of, dumping upon lands, or destruction of trees. The removal or cutting down of any trees without approval of the City of Nepean shall be prohibited. **Nepean**
37. The owner undertakes and agrees to include wording in all Purchase and Sale Agreements/Subdivision Agreements and Site Plan Agreements (if applicable) which will bind the future owners of lands to share certain parts of the property and services and utilities which pass through the lands as tenants-in-common. This Agreement will be registered to define and establish the rights and obligations between owners of units, their mortgagees and tenants, with respect to the common property and shared elements of the lands. **Nepean**

**Financial Requirements**

38. Upon draft plan approval, Regional services within the plan of subdivision may be installed provided appropriate financial security, insurance, and a letter of indemnity are posted to the satisfaction of the Regional Solicitor. **RMOC (Leg)**
39. Prior to registration of the plan of subdivision, the RMOC shall be satisfied that the processing fee, as prescribed in Part 6.3 of the Regional Regulatory Code, has been paid in full. **RMOC (PDAD)**

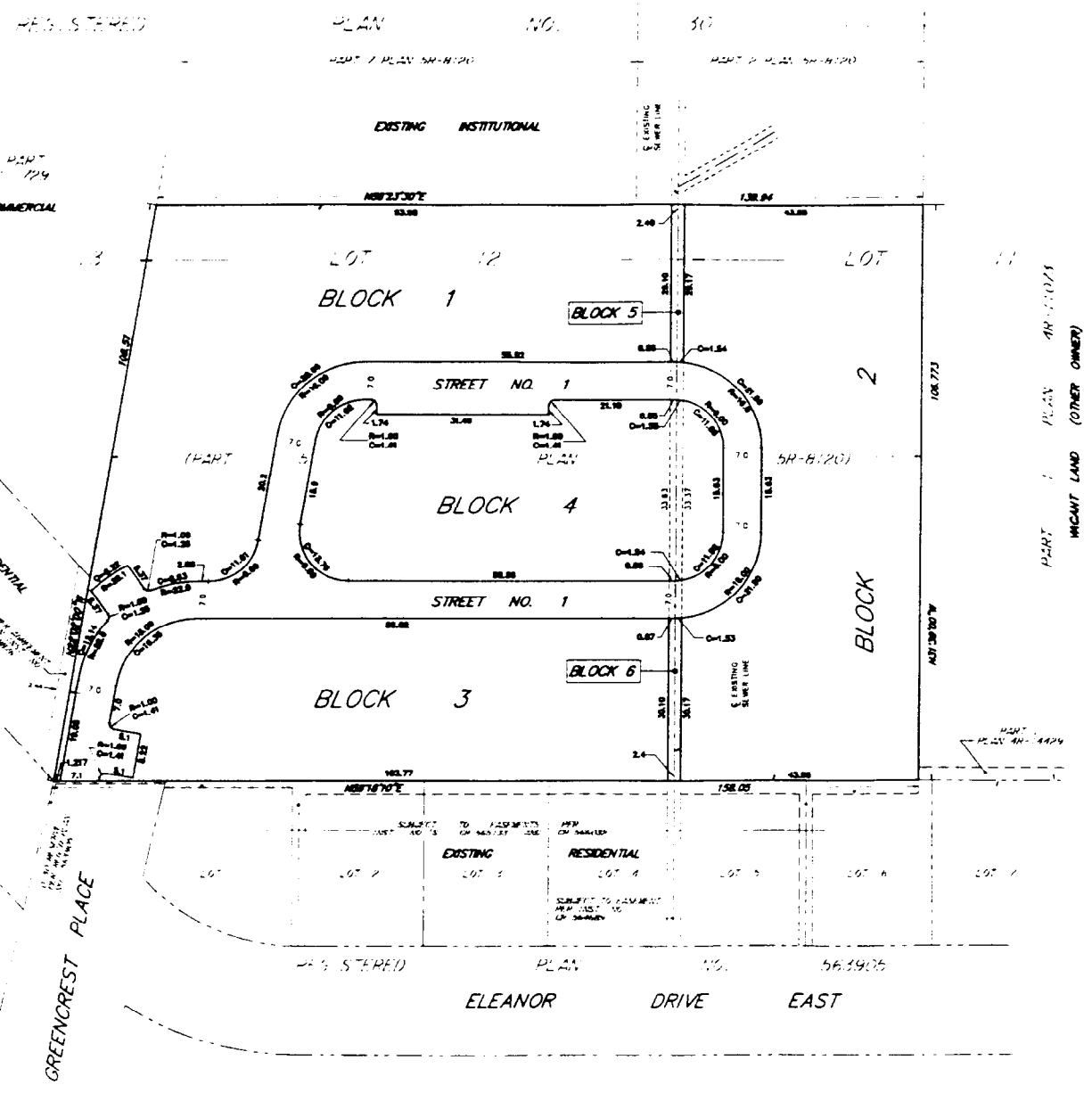
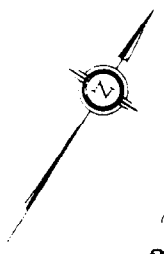


**Survey Requirements**

40. The plan of subdivision shall be referenced, where possible, to the Horizontal Control Network, in accordance with the municipal requirements and guidelines for referencing legal surveys. **RMOC (PDAD)**
41. The owner shall provide the final plan intended for registration on diskette in a digital form that is compatible with the RMOC computerized system. **RMOC (PDAD)**

**Closing Conditions**

42. 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 states 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*. **RMOC (Leg)**
43. At any time prior to final approval of this plan for registration, the RMOC may, in accordance with Section 51 (18) of the Planning Act, R.S.O. 1990, amend, delete or add to the conditions and this may include the need for amended or new studies. **RMOC (Leg)**
44. The Regional and Local Subdivision Agreement shall state that the conditions run with the land and are binding on the owner's, heirs, successors and assigns. **RMOC (Leg) Nepean**
45. Prior to registration of the plan of subdivision, the RMOC is to be satisfied that Conditions 1 to 44 have been fulfilled. **RMOC (PDAD)**
46. If the plan of subdivision has not been registered by xxx date, the draft approval shall lapse pursuant to Section 51 (32) of the Planning Act, 1990. Extensions may only be granted under the provisions of Section 51 (33) of said Planning Act prior to the lapsing date. **RMOC (PDAD)**



LONGWOOD CORPORATION LTD. (ELEANOR DRIVE)

SUBDIVISION

CITY OF NEPEAN

15-99-SDO1

06T-99001

**NOTE:**  
 THIS REDUCED ILLUSTRATION IS FOR GENERAL INFORMATION PURPOSES ONLY. THE ORIGINAL ENLARGED PLAN IS ON FILE WITH THE PLANNING & DEVELOPMENT APPROVALS DEPARTMENT FOR REFERENCE IF REQUIRED.

Extract of Draft Minute  
Planning and Environment Committee Minutes  
13 July 1999

DRAFT PLAN OF SUBDIVISION 06T-99001, LONGWOOD CORPORATION LTD., ELEANOR DRIVE, CITY OF NEPEAN

-Planning and Development Approvals Commissioner's report dated 13 July 1999

Moved by A. Munter

**That Condition 12 be replaced with the following:**

**That the owner provide a pathway or other suitable pedestrian access to Baseline Road from the subdivision, to the satisfaction of the Regional Planning Commissioner.**

LOST

NAYS: D. Beamish, M. Bellemare, B. Hill, P. Hume, W. Stewart, R. van den Ham and G. Hunter.....7

YEAS: J. Legendre and A. Munter.....2

Moved by D. Beamish

**That a pathway be maintained in perpetuity (location and width to the satisfaction of the Planning Commissioner) so that it may be extended at some time in the future, and that Regional Staff make best efforts to negotiate the pathway extension, and that maintenance and ownership issues be resolved among the affected parties and to the satisfaction of the Planning Commissioner.**

CARRIED

YEAS: D. Beamish, P. Hume, J. Legendre, A. Munter, W. Stewart and G. Hunter.....6

NAYS: M. Bellemare, B. Hill and R. van den Ham.....3

The Committee then considered the staff recommendation as amended.

**That Council approve Draft Plan of Subdivision 06T-99001 as outlined in the draft approval report attached as Annex 1, as amended by the following:**

**That a pathway be maintained in perpetuity (location and width to the satisfaction of the Planning Commissioner) so that it may be extended at some time in the future, and that Regional Staff make**

Extract of Draft Minute  
Planning and Environment Committee Minutes  
13 July 1999

**best efforts to negotiate the pathway extension, and that maintenance and ownership issues be resolved among the affected parties and to the satisfaction of the Planning Commissioner.**

CARRIED as amended  
(A. Munter dissented)

Moved by P. Hume

**That Council be requested to waive the rules of Procedure to consider this item at its meeting of 14 July 1999.**

CARRIED