

**SITE PLAN CONTROL APPLICATION
SITE PLAN APPROVAL REPORT
PLANNING, DEVELOPMENT AND BUILDING SERVICES DEPARTMENT**

Site Location: 1650 Shea Road

File No.: D07-12-23-0032

Date of Application: March 23, 2023

This SITE PLAN CONTROL application submitted by Peter Hume, on behalf of Davidson Co-Tenancy, is APPROVED upon resolution of the conditions stated in this report.

And the following plans are approved:

1. **Site Plan**, prepared by Stantec Geomatics Ltd., dated 2023-03-16, revision d18 dated 2025-07-24.
2. **Phasing Plan**, Sheet PH, prepared by IBI Group, dated 2025-09-23, revision 1 dated 2025-09-23.
3. **General Plan**, Sheet 001, prepared by IBI Group, revision 7 dated 2025-10-09.
4. **Notes, Legend CB Data Table**, Sheet 010, prepared by IBI Group, revision 7 dated 2025-09-23.
5. **Street Sections**, Sheet 011, prepared by IBI Group, revision 7 dated 2025-09-23.
6. **Retaining Wall Sections**, Sheet 012, prepared by IBI Group, dated 2022-09-15, revision 7 dated 2025-09-23.
7. **privé Rhizome Private, privé Vizcaya Private**, Sheet 100, prepared by IBI Group, revision 7 dated 2025-10-09
8. **privé Vizcaya Private, privé Augmentum Private**, Sheet 101, prepared by IBI Group, revision 7 dated 2025-09-23.
9. **privé Cantemos Private, privé Bilbao Private**, Sheet 102, prepared by IBI Group, revision 7 dated 2025-09-23.
10. **privé Vistancia Private, Watermain Connection**, Sheet 103, prepared by IBI Group, revision 7 dated 2025-09-23.

11. **Watermain-Hydro Corridor Block 176**, Sheet 104, prepared by IBI Group, revision 7 dated 2025-09-23.
12. **Grading Plan**, Sheet 200, prepared by IBI Group, revision 7 dated 2025-10-09.
13. **Sanitary Drainage Area Plan**, Sheet 400, prepared by IBI Group, revision 7 dated 2025-09-23.
14. **Storm Drainage Area Plan**, Sheet 500, prepared by IBI Group, revision 7 dated 2025-10-09
15. **Ponding Plan**, Sheet 600, prepared by IBI Group, revision 7 dated 2025-09-23.
16. **Sediment and Erosion Control**, Sheet 900, prepared by IBI Group, revision 7 dated 2025-09-23.
17. **Redi Rock Retaining Wall Design (RR1)**, prepared by Paterson Group, revision 3, dated 2025-05-22.
18. **Redi Rock Retaining Wall Design (RR2)**, prepared by Paterson Group, revision 4, dated 2025-05-27.
19. **Redi Rock Retaining Wall Design (RR3)**, prepared by Paterson Group, revision 4, dated 2025-05-27.
20. **Landscape Site Plan**, Sheet L01, prepared by NAK, dated 2023-02-03, revision 8, dated Sep.16/25.
21. **Landscape Site Plan**, Sheet L02, prepared by NAK, dated 2023-02-03, revision 8, dated Sep.16/25.
22. **Landscape Site Plan**, Sheet L03, prepared by NAK, dated 2023-02-03, revision 8, dated Sep.16/25.
23. **Landscape Site Plan**, Sheet L04, prepared by NAK, dated 2023-02-03, revision 8, dated Sep.16/25.
24. **Landscape Site Plan**, Sheet L05, prepared by NAK, dated 2023-02-03, revision 8, dated Sep.16/25.
25. **Details**, Sheet D01, prepared by NAK, dated 2023-02-03, revision 8, dated Sep.16/25.

And as detailed in the following reports:

1. **Environmental Noise Impact Assessment**, prepared by IBI, dated September 14, 2022.
2. **Natural Environmental Update**, prepared by Muncaster Environmental

Planning Inc., dated September 19, 2022.

3. **Geotechnical Investigation**, prepared by GEMTEC, dated November 2, 2022.
4. **Phase One Environmental Site Assessment Update**, prepared by GEMTEC, dated February 29, 2024.
5. **1650 Shea Road Guide Rail Assessment**, prepared by ARCADIS, dated July 31, 2024.
6. **Redi-Rock Retaining Wall – Global Stability Analysis**, prepared by Paterson Group, dated June 5, 2025.
7. **Servicing Brief**, prepared by ARCADIS, revision dated October 2025.

And subject to the following General and Special Conditions:

General Conditions

1. **Lapsing of Approval**

The Owner shall enter into this Site Plan Control Agreement and/or Letter of Undertaking, including all standard and special conditions, financial and otherwise, as required by the City. In the event that the Owner fails to sign this Agreement and/or Letter of Undertaking, complete the conditions to be satisfied prior to the signing of this Agreement, and have the corresponding building permit(s) issued within three (3) years of Site Plan approval, the approval shall lapse.

2. **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, Development and Building Services.

3. **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, pressure tanks or gravity tanks.

4. **Reinstatement of City Property**

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

5. **Construction Fencing**

The Owner acknowledges and agrees to install construction fencing, at its expense, in such a location as may be determined by the General Manager, Planning, Development and Building Services.

6. **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, Development and Building Services, 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, Development and Building Services, the aforesaid Works are proceeding satisfactorily toward completion. The Owner shall obtain the prior consent of the General Manager, Planning, Development and Building Services 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, Development and Building Services, 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.

7. **Development Charges**

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

Special Conditions

8. **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, Development and Building Services Department, 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, Development and Building Services Department, 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, Development and Building Services Department, may order all

Work in the project to be stopped, altered, retested or changed to the satisfaction of the General Manager, Planning, Development and Building Services Department.

9. **Private Approach Detail**

The Owner agrees that all private approaches, including temporary construction access to the subject lands, shall be designed and located in accordance with and shall comply with the City's Private Approach By-Law, being By-law No. 2003-447, as amended, and shall be subject to approval of the General Manager, Planning, Development and Building Services.

10. **Noise Control Attenuation Measures**

The Owner acknowledges and agrees to implement the noise control attenuation measures recommended, for all applicable dwelling units, based on the approved Environmental Noise Impact Assessment, referenced in Schedule "E" of this Agreement, as follows:

- (a) each unit is to be equipped with central air conditioning;
- (b) each unit is to be fitted with a forced air heating system and ducting, and shall be sized to accommodate central air conditioning;
- (c) further to subsection (b) above, the location and installation of any outdoor air conditioning device(s) shall comply with the noise criteria of the Ministry of the Environment, Conservation and Parks' Publication NPC-216, dated 1993, and the Environmental Noise Guidelines for Installation of Residential Air Conditioning Devices, dated September 1994, as amended, in order to minimize the noise impacts both on and off the immediate vicinity of the subject lands;
- (d) upon completion of the development and prior to occupancy and/or final building inspection, a professional engineer, licensed in the Province of Ontario with expertise in the subject of acoustics related to land use planning, shall be retained to visit the lands, inspect the installed noise control measures and satisfy themselves that the installed recommended interior noise control measures comply with the measures in the Environmental Noise Impact Assessment referenced in Schedule "E" hereto. The professional engineer shall prepare, sign and stamp a letter to the General Manager, Planning, Development and Building Services (the "Certification Letter") stating that they certify acoustical compliance with all requirements of the applicable conditions in this Agreement, to the satisfaction of the General Manager, Planning, Development and Building Services.

11. **Notice on Title – Noise Control Attenuation Measures**

The Owner acknowledges and agrees that a notice shall be registered on title to the subject lands, at the Owner's expense. The Owner further acknowledges and

agrees that such notice on title, or the clauses as written directly below, shall be included in all agreements of purchase and sale and lease agreements to inform prospective purchasers and tenants of these matters. The notice on title shall include, but not be limited to, the following:

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

Type C – Forced Air Heating System and Ducting

For Block 1-1 (100 privé Vizcaya Private), Block 1-2 (102 privé Vizcaya Private), Block 1-3 (104 privé Vizcaya Private), Block 1-4 (106 privé Vizcaya Private), Block 1-5 (108 privé Vizcaya Private), Block 1-6 (114 privé Vizcaya Private), Block 1-7 (116 privé Vizcaya Private), Block 1-8 (118 privé Vizcaya Private), Block 1-9 (120 privé Vizcaya Private), Block 2-13 (121 privé Vizcaya Private), Block 2-14 (208 privé Augmentum Private), Block 3-17 (119 privé Vizcaya Private), Block 3-18 (117 privé Vizcaya Private), Block 3-19 (115 privé Vizcaya Private), Block 3-22 (202 privé Augmentum Private), Block 3-23 (204 privé Augmentum Private), Block 3-24 (206 privé Augmentum Private), Block 5-33 (207 privé Augmentum Private), Block 5-34 (205 privé Augmentum Private), Block 5-35 (203 privé Augmentum Private), Block 5-38 (313 privé Cantemos Private), Block 5-39 (311 privé Cantemos Private), Block 5-40 (309 privé Cantemos Private), Block 7-49 (308 privé Cantemos Private), Block 7-50 (310 privé Cantemos Private), Block 7-51 (312 privé Cantemos Private), Block 7-54 (322 privé Cantemos Private), Block 7-55 (324 privé Cantemos Private), Block 7-56 (326 privé Cantemos Private), Block 9-67 (325 privé Cantemos Private), Block 9-68 (323 privé Cantemos Private), Block 9-69 (321 privé Cantemos Private), Block 9-70 (319 privé Cantemos Private), Block 9-73 (402 privé Bilbao Private), Block 9-74 (404 privé Bilbao Private), Block 9-75 (406 privé Bilbao Private), Block 9-76 (408 privé Bilbao Private), Block 11-89 (409 privé Bilbao Private), Block 11-90 (407 privé Bilbao Private), Block 11-91 (405 privé Bilbao Private), Block 11-92 (403 privé Bilbao Private), Block 11-95 (519 privé Vistancia Private), Block 11-96 (517 privé Vistancia Private), Block 11-97 (515 privé Vistancia Private), Block 11-98 (513 privé Vistancia Private), Block 13-110 (514 privé Vistancia Private), Block 13-111 (516 privé Vistancia Private), Block 13-112 (518 privé Vistancia Private), Block 13-113 (520 privé Vistancia Private), Block 13-114 (526 privé Vistancia Private), Block 13-115 (528 privé Vistancia Private), Block 13-116 (530 privé Vistancia Private), Block 13-117 (532 privé Vistancia Private), Block 13-118 (534 privé Vistancia Private).

“The purchaser/lessee for themselves, their heirs, executors, administrators, successors and assigns, acknowledges being advised that this dwelling unit has been fitted with a forced air heating system and the ducting, etc. was sized to accommodate central air conditioning. Installation of central air conditioning by the purchaser/lessee 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 for themselves, their heirs, executors, administrators, successors and assigns, acknowledges and agrees it shall identify the location and

install any outdoor air conditioning device(s) so as to comply with the noise criteria of the Ministry of the Environment, Conservation and Parks' Publication NPC-216, dated 1993, and the Environmental Noise Guidelines for Installation of Residential Air Conditioning Devices, dated September 1994, as amended, in order to minimize the noise impacts both on and off the immediate vicinity of the subject lands."

Type D – Central Air Conditioning

For Block 3-20 (113 privé Vizcaya Private), Block 3-21 (200 privé Augmentum Private), Block 5-36 (201 privé Augmentum Private), Block 5-37 (315 privé Cantemos Private), Block 7-52 (314 privé Cantemos Private), Block 7-53 (320 privé Cantemos Private), Block 9-71 (317 privé Cantemos Private), Block 9-72 (400 privé Bilbao Private), Block 11-93 (401 privé Bilbao Private), Block 11-94 (521 privé Vistancia Private).

"The purchaser/lessee for themselves, their 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."

Ending Paragraph

"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."

12. **Slope Stability**

The Owner shall have a Professional Structural Engineer and a Soils Engineer, licensed in the Province of Ontario to inspect and confirm the constructed retaining walls have been constructed in accordance with the approved Slope Stability Analysis Report and the approved Retaining Wall Designs.

13. **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, Development and Building Services 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, Development and Building Services.

14. **Geotechnical – Encroachments**

The Owner acknowledges and agrees that it shall be required to receive municipal consent and/or a temporary construction related encroachment permit should construction activities associated with the construction of the Redi-Rock Retaining Walls along the south and east boundaries of the subject property encroach onto the City's Shea Road and Cosanti Drive right-of ways. The Owner acknowledges and agrees that for construction encroachments within the said Roads, the Owner shall ensure that there will be no conflicts between the proposed construction method and the municipal services or utilities in the said Roads.

Notwithstanding the above, the Owner acknowledges and agrees that the Redi-Rock Retaining Walls within the lands are to be located on private property and no part of the permanent retaining wall structure should encroach onto the City's Shea Road and Cosanti Drive right-of-ways.

15. **Retaining Wall**

- (a) The Owner agrees to submit to the General Manager, Planning, Development and Building Services, prior to issuance of a building permit, details of the retaining walls which are greater than one metre in height, as shown on the approved General Plan, Retaining Wall Sections and Grading Plan referenced in Schedule "E" hereto, which shall be designed and prepared by a Professional Structural Engineer, licensed in the Province of Ontario, to the satisfaction of the General Manager, Planning, Development and Building Services. The Owner shall provide confirmation to the General Manager, Planning, Development and Building Services that the Professional Structural Engineer has inspected and confirmed that the retaining walls have been constructed in accordance with the approved retaining wall details.
- (b) The Owner acknowledge being advised that due to the location of the retaining wall and its proximity to the drainage Works and road infrastructure on the abutting City-owned Shea Road and Cosanti Drive right-of-way, the City cannot guarantee that the ordinary inspection, maintenance, repair and replacement of, and upgrades to, its drainage Works and road infrastructure will not impact the retaining wall. This may include, but is not limited to, the City's winter maintenance, including road salts, as well as erosion, undermining or settlement impacts due to stormwater flows directly at the base of the wall.

The Owner agrees to release, indemnify and save the City harmless from all causes of action and damages related to the ordinary inspection, maintenance, repair and replacement of, and upgrades to, the drainage and road infrastructure on the abutting Shea Road and Cosanti Drive right-of-way and all Works related thereto. The Owner shall be responsible for all costs relating to inspection, maintenance, repair and replacement of the private retaining wall. If the City's work on its drainage and road infrastructure is found to be negligent, by a court of competent jurisdiction,

causing damage to the private retaining wall, this clause shall not apply in such instance.

16. **Retaining Wall – Stability**

The Owner acknowledges and agrees to install the proposed retaining walls in accordance with the approved Retaining Wall Design for the retaining walls adjacent to Shea Road and Cosanti Drive and as shown on the approved General Plan, Retaining Wall Sections and Grading Plan, referenced in Schedule “E” hereto. The Owner shall provide written confirmation, satisfactory to the General Manager, Planning, Development and Building Services, that a Geotechnical Engineer/Professional Structural Engineer, licensed in the Province of Ontario, has inspected and confirmed that the retaining walls have been constructed in accordance with the said approved Retaining Wall Design for the retaining walls adjacent to Shea Road and Cosanti Drive. The Owner further acknowledges and agrees to provide an Internal Compound Stability (ICS) analysis from a Geotechnical Engineer / Professional Structural Engineer, licensed in the Province of Ontario, that all retaining walls, which are greater than one metre in height have been checked for global stability, have a factor of safety of at least 1.5 for static conditions (as calculated through SLIDE) and 1.1 for seismic conditions is achieved, which shall be to the satisfaction of the General Manager, Planning, Development and Building Services. The report shall provide structural details of the retaining wall(s).

The Owner further acknowledges and agrees to retain the services of a Professional Structural Engineer and a Soils Engineer, licensed in the Province of Ontario, to inspect any retaining walls on the subject lands and confirm that the retaining walls have been constructed in accordance with the approved retaining wall details.

17. **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. 2025-94, as amended.

18. **Re-Grading and Maintenance of Ditch**

The Owner acknowledges and agrees it shall be responsible for various grading and maintenance measures along Shea Road, which include the following:

- (a) Re-grade the shoulders of the ditch within the road allowance(s) of Shea Road abutting the subject lands, to the satisfaction of the General Manager, Planning, Development and Building Services Department;
- (b) Obtain utility clearances prior to the re-grading of any ditch;

- (c) Obtain approval from the City's Roads Services Branch of the Public Works Department if the grade of any ditch bottom is to change; and
- (d) Maintain a grass cover within the road allowance(s) of Shea Road abutting the subject lands, to the satisfaction of the General Manager, Planning, Development and Building Services Department.

19. **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, Development and Building Services 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.

20. **Stormwater Works – Landscaping**

- (a) Upon completion of all landscaping works for the stormwater management facility the Owner acknowledges and agrees to provide the General Manager, Planning, Development and Building Services with certification from the Landscape Architect to ensure that all measures have been implemented in conformity with the approved Landscape Plan, referenced in Schedule "E" herein.
- (b) The Owner acknowledges and agrees to maintain the landscaping works within the stormwater management facility to ensure the successful establishment and maintenance of landscaping works, as well as controlling invasive plant species (such as poison parsnip and phragmites), to the satisfaction of the General Manager, Planning, Development and Building Services for a 2-year warranty period beyond Final Acceptance of the works. It is further agreed that securities shall not be reduced for the landscaping works within the stormwater management facility until the 2-year warranty period has lapsed and all landscaping works are to the satisfaction of the General Manager, Planning, Development and Building Services.

21. **Inlet Control Devices (ICDs)**

The Owner acknowledges and agrees to install and maintain in good working order the required in-ground stormwater inlet control devices, as recommended in the approved Servicing 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.

22. **Water Plant**

The Owner acknowledges and agrees that the water plant within the lands is a private watermain. The Owner further acknowledges and agrees that the private watermain and appurtenances thereto are to be maintained by the Owner at its own expense, in perpetuity. The Owner performing maintenance on critical infrastructure, such as private watermains and private fire hydrants, shall maintain adequate records as proof of having done so in accordance with applicable regulations, and that the records shall be retained for review by the City and or the Ottawa Fire Services when requested.

23. **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 As-built 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, Development and Building Services.

24. **Leak Survey**

The Owner acknowledges and agrees that the Water Plant and sewer service within the lands is a private system, including Private Services and sewer services and appurtenances, and the Owner acknowledges and agrees that it is responsible for the operation, maintenance and/or replacement, in perpetuity, of the Private Services and sewer system, including the Private Watermains, private hydrants, private sanitary and storm sewer infrastructure (collectively the "private system") which are located on the lands and that the Owner will retain copies of all the associated Work and maintenance contracts, and make said contracts available for inspection upon demand by the City.

Further, the Owner acknowledges and agrees to have a Professional Engineer, licensed in the Province of Ontario, conduct regular inspections of the water system and sewer system, which includes a leak detection survey at least every five (5) years and a video of the sanitary sewer system to check for major water infiltration into the private system. Copies of the inspection reports and videos shall be provided to the General Manager, Infrastructure and Water Services and Fire

Services. The Owner further acknowledges and agrees that as part of the Owner's ongoing maintenance responsibility for the private system, repairs to the system must be completed immediately to correct any deficiencies which contribute to water loss or leakage of infiltration within the private system. Any deficiencies shall be immediately reported to the City. The Owner acknowledges and agrees to notify the General Manager, Infrastructure and Water Services when such repairs have been completed.

25. **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 based on the location where explosives are to be used. In particular, a pre-blast survey shall be completed in accordance with Table 1 of S.P. No. F-1201. 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.

26. **Site Lighting Certificate**

(a) In addition to the requirements contained in Clause 19 of Schedule "C" hereto, the Owner acknowledges and agrees, prior to the issuance of a building permit, to provide the City with a certificate from an acceptable professional engineer, licensed in the Province of Ontario, which certificate shall state that the exterior site lighting has been designed to meet the following criteria:

- (i) it must be designed using only fixtures that meet the criteria for full cut-off (sharp cut-off) classification, as recognized by the Illuminating Engineering Society of North America (IESNA or IES); and
- (ii) it must result in minimal light spillage onto adjacent properties. As a guideline, 0.5 fc is normally the maximum allowable spillage.

(b) The Owner acknowledges and agrees that, upon completion of the lighting Works and prior to the City releasing any associated securities, the Owner shall provide certification satisfactory to the General Manager, Planning, Development and Building Services, from a Professional Engineer, licensed in the Province of Ontario, that the site lighting has been constructed in accordance with the Owner's approved design plan.

27. **Waste Collection**

The Owner acknowledges and agrees that the City will provide curb-side cart (and/or container) garbage, recycling, and organic waste collection for the residential units. The Owner acknowledges and agrees that it is recommended that the containers and carts be placed on a concrete floor where being stored.

28. **Street Name and Signs**

- (a) The Owner acknowledges and agrees it shall provide for, install and maintain, at its own expense, all regulatory traffic signage, in accordance with the City's Municipal Addressing By-law 2014-78, as amended, for any private road within the area controlled by this Agreement and as shown on the approved Site Plan, referenced in Schedule "E" herein.
- (b) The Owner acknowledges and agrees it shall provide for, install and maintain, at its own expense, all temporary street name signs, in accordance with the City's Municipal Addressing By-law 2014-78, as amended, for any private road within the area controlled by this Agreement and the approved Site Plan, referenced in Schedule "E" herein.
- (c) The Owner acknowledges and agrees it shall, at its own expense, make arrangements for the City to provide, install, and maintain all permanent street name signs, in accordance with the City's Municipal Addressing By-law 2014-78, as amended, and to City Specifications or Standards.

29. **Access Easement to City – Dry Pond Facility**

Prior to the registration of this Agreement, the Owner shall grant to the City, at no cost to the City, an unencumbered 6.9 metre access easement over Rhizome Private with the right and licence of free, uninterrupted, unimpeded and unobstructed access to the City to enter on and to pass at any and all times, on, over, along and upon the lands with or without vehicles, supplies, machinery and equipment for all purposes necessary or convenient for any Works required to be done by the City at the adjacent dry pond facility located west of the subject site.

The Owner shall provide a Reference Plan for registration, indicating the access easement, to the City Surveyor for review and approval prior to its deposit in the Land Registry Office. Such reference plan must be tied to the Horizontal Control Network in accordance with the municipal requirements and guidelines for referencing legal surveys. The Owner acknowledges and agrees to provide an electronic copy of the Transfer and a copy of the deposited reference plan to the City Solicitor prior to registration of the easement. All costs shall be borne by the Owner.

30. **Access Easement to City – Retaining Walls**

The Owner acknowledges and agrees to convey to the City immediately upon registration, a blanket easement over the lands or through reference plan, identifying the locations of the retaining walls and sufficient surrounding areas, for access for the City's employees, contractors, agents, or assigns for the purpose of inspecting, maintaining, repairing or replacing all or part of the retaining wall if in the opinion of the City such is required due to unsafe conditions imposed on the public or the City's right-of-way infrastructure. Any such Works conducted under the easement shall all be at the sole expense of the Owner.

For greater clarity, notwithstanding the said easement, the inspection, maintenance, repair and replacement of the retaining wall shall be the sole responsibility of the Owner, and the City shall have no obligation to exercise the easement on behalf of the Owner.

If the Owner proceeds with a partial easement, the Owner shall provide a Reference Plan for registration, indicating the access easement, to the City Surveyor for review and approval prior to its deposit in the Land Registry Office. Such reference plan must be tied to the Horizontal Control Network in accordance with the municipal requirements and guidelines for referencing legal surveys.

The Owner acknowledges and agrees to provide an electronic copy of the Transfer and a copy of the deposited reference plan to the City Solicitor prior to registration of the easement. All costs shall be borne by the Owner.

31. **Hydro One Construction Agreement**

Prior to the registration of the Site Plan Agreement or issuance of a commence work notification, whichever is earlier, the Owner shall have received Hydro One approval for the proposed work within its easement and executed the Hydro One construction agreement. All costs and associated obligations shall be borne by the Owner, including indemnification for both Hydro One and City for the proposed works.

October 27, 2025

Date



Kersten Nitsche
Manager (A), Development Review
West, Planning, Development and
Building Services Department

Enclosure: Site Plan Control Application approval – Supporting Information

SITE PLAN CONTROL APPROVAL APPLICATION SUPPORTING INFORMATION

File Number: D07-12-23-0032

SITE LOCATION

1650 Shea Road, and as shown on Document 1.

SYNOPSIS OF APPLICATION

The subject property is located one block southwest of the intersection of Fernbank Road and Shea Road. It is a vacant, irregularly shaped parcel with an area of approximately 20,800 square metres. Surrounding land uses include the Hydro Corridor to the west, low-rise residential subdivisions and a planned commercial block to the north, a low-rise residential subdivision to the south, and rural properties to the east, located outside the urban boundary.

The proposed development consists of 118 back-to-back townhouse units, each with an individual driveway and garage. Site access is proposed from Shea Road and Cosanti Drive, connecting to internal private laneways that will serve the townhouse units. A concurrent common element condominium application will establish the shared services and private roads within the development. Servicing for the proposed development was planned through the associated plan of subdivision application. The applicant is required to undertake works to the City's dry ponds, which have been reviewed by both the City's Stormwater Operations team and Hydro One with a construction agreement having been executed with Hydro One.

Residential Units and Types

Dwelling Type	Number of Units
Townhouse	118

Related Applications

The following applications are related to this proposed development:

- Zoning By-law Amendment D02-02-25-0036 (Approved)
- Plan of Condominium – D07-04-23-0004 (Under Review)

DECISION AND RATIONALE

This application is approved for the following reasons:

- The proposed development conforms to all applicable Official Plan policies. The site is designated 'Neighbourhood' with the Suburban Transect. The designation allows for a range of low-rise residential uses, including townhome dwellings.
- The proposal meets all applicable regulations under the Zoning By-law.
- The proposal represents good planning.

PARKLAND DEDICATION

Parkland dedication, in accordance with By-law 2022-280, was previously satisfied through the related plan of subdivision approval.

CONSULTATION DETAILS

Councillor's Comments

Councillor Glen Gower was aware of the application related to this report.

Public Comments

This application was subject to public circulation under the Public Notification and Consultation Policy. There were public comments received online and staff considered these comments.

APPLICATION PROCESS TIMELINE STATUS

This Site Plan application was not processed by the On Time Decision Date as a result of the complex engineering considerations of the site, along with hydro and land disposal impacts. The Council approved timeline **has not been met**.

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Document 1 – Location Map

