



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

Site Location: 1158 Old Second Line Road

File No.: D07-12-23-0086

Date of Application: June 14, 2023

This SITE PLAN CONTROL application submitted by Scott Alain, Fotenn on behalf of Joey Theberge (former owner) and Jordan Tannis (new owner), is APPROVED as shown on the following plans:

1. **Site Plan**, Drawing No. A1.0, prepared by S.J Lawrence Architect Incorporated, dated 2022.11.22, revision 26 dated 2025.07.07.
2. **Site Servicing Plan**, Drawing No. C01, prepared by EXP Services Inc., dated June 2023, Revision 2 dated 03/06/25.
3. **Site Grading Plan**, Drawing No. C02, prepared by EXP Services Inc., dated June 2023, Revision 2 dated 03/06/25.
4. **Notes and Detail Sheet**, Drawing No. C03, prepared by EXP Services Inc., dated June 2023, Revision 2 dated 03/06/25.
5. **Erosion and Sediment Control Plan**, Drawing No. C04, prepared by EXP Services Inc., dated June 2023, Revision 2 dated 03/06/25.
6. **Profile Antelope Private**, Drawing No. C05, prepared by EXP Services Inc., dated June 2023, Revision 2 dated 03/06/25.
7. **Profile Antelope Private**, Drawing No. C06, prepared by EXP Services Inc., dated June 2023, Revision 2 dated 03/06/25.
8. **Profile Antelope Private**, Drawing No. C07, prepared by EXP Services Inc., dated June 2023, Revision 2 dated 03/06/25.
9. **Profile Antelope Private**, Drawing No. C07-B, prepared by EXP Services Inc., dated June 2023, Revision 2 dated 03/06/25.
10. **Post-Development Catchments**, Dwg. No. C09, prepared by EXP Services Inc., dated June 2023, Revision 2 dated 03/06/25.
11. **Sanitary Drainage Area Plan**, Drawing No. C10, prepared by EXP Services Inc., June 2023, Revision 2 dated 03/06/25.

12. **Landscape Plan**, Dwg. No. L.1, prepared by EXP Services Inc., dated 06/13/2023, revision 8, dated 07/08/2025.
13. **Stone Strong Profiles Design (SS1 & SS2)**, Profile Views, prepared by Paterson Group, dated 05/2025.
14. **Stone Strong Profiles Design (SS1 & SS2)**, Grading Plans, Cross Sections, Block Counts and Details, prepared by Paterson Group, dated 05/2025.

And as detailed in the following reports:

1. **Site Servicing and Stormwater Management Report**, prepared by EXP Services Inc., dated June 14, 2023, Revision 4 dated May 23, 2025.
2. **Phase One Environmental Site Assessment 1158 Old Second Line Road**, prepared by EXP Services Inc., Project Number: OTT-00245054-A0, Revision 1, dated March 2, 2018.
3. **Phase Two Environmental Site Assessment 1158 Old Second Line Road**, prepared by EXP Services Inc., Project Number: OTT-00245054-A0, Revision 1, dated November 22, 2018.
4. **Site Condition Assessment, 1158 Old Second Line Road**, prepared by EXP Services Inc., Project Number: OTT-00254054-A0, dated September 20, 2023.
5. **Preliminary Geotechnical Investigation**, prepared by EXP Services Inc., Project Number: OTT-00254054-A0, dated November 17, 2023.
6. **Additional Test Pit Investigation. Proposed Residential Development 1158 Old Second Line Road**, prepared by EXP Services Inc., Project Number OTT-00245054-A0, dated September 17, 2024.
7. **Geotechnical Review – Global Stability Analysis**, prepared by Paterson Group, Project PG7558-Memo.01, dated May 16, 2025.
8. **Tree Conservation Report**, prepared by Kilgour & Associates Ltd., Project Number: Theberge 1652.1, dated 2024-06-19.
9. **Environmental Impact Study**, prepared by Kilgour & Associates Ltd., Project Number: Theberge 1554, dated 2023-06-02.
10. **Technical Memorandum, Theberge 1158 Old Second Line Transportation Review**, prepared by CGH Transportation Inc., Project Number 2023-056, dated 2023-05-31.
11. **Noise Impact Assessment 1158 Old Second Line Road**, prepared by EXP Services Inc., Project Number: OTT-00245003-A1, dated June 12, 2023.

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, 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, 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. **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, Development and Building Services. Such sidewalk(s) shall be constructed to City Standards.

7. **Extend Internal Walkway**

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, Development and Building Services.

8. **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.

9. **Development Charges**

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

10. **Designated Substances Survey**

Prior to demolition of any existing buildings located on the lands described in Schedule "A" herein, the Owner acknowledges and agrees to complete a designated substances survey and submit the findings and recommendations for the proper handling and disposal of waste as identified in said survey, to the satisfaction of the General Manager, Planning, Development and Building Services, and in accordance with Best Management Practices. The survey shall address, but not be limited to:

- (a) O.Reg. 278/05: Designated Substance - Asbestos on Construction Projects and in Buildings and Repair Operations under the Occupational Health and Safety Act, R.S.O. 1990, c.O.1, as amended (O.Reg. 278/05);
- (b) Guideline - Lead on Construction Projects, prepared by the Ontario Ministry of Labour - Occupational Health and Safety Branch, published September 2004 and revised April 2011, as amended;
- (c) O.Reg. 213/91: Construction Projects under the Occupational Health and Safety Act, R.S.O. 1990, c.O.1, as amended (O.Reg. 213/91);
- (d) Registration Guidance Manual for Generators of Liquid Industrial and Hazardous Waste, prepared by the Ontario Ministry of the Environment, Conservation and Parks, published April 1995 and revised January 2016, as amended, to be used in conjunction with R.R.O. 1990, Reg. 347: General-Waste Management under the Environmental Protection Act, R.S.O. 1990, c.E.19, as amended (R.R.O. 1990, Reg. 347);

- (e) R.R.O. 1990, Reg. 362: Waste Management – PCB's under the Environmental Protection Act, R.S.O. 1990, c.E.19, as amended (R.R.O. 1990, Reg. 362).

Special Conditions

11. 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, 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, 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, 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.

12. 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.

13. Private Access

The Owner acknowledges and agrees that all private accesses to Roads 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. Noise Control Attenuation Measures

The Owner acknowledges and agrees to implement the noise control attenuation measures recommended in the approved Noise Impact Assessment 1158 Old Second Line Road, referenced in Schedule "E" of this Agreement, as follows:

- (a) each unit is to be equipped with central air conditioning;
- (b) further to subsection (a) 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;

- (c) 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. A letter shall be prepared by a qualified professional and provided to the General Manager, Planning, Development and Building Services confirming the plans submitted for building permit issuance have incorporated any and all mitigation measures to achieve the required indoor sound levels;
- (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 Noise Impact Assessment 1158 Old Second Line Road 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.

15. **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 all agreements of purchase and sale or lease agreements shall contain the following clauses, which shall be covenants running with the subject lands:

Type A – Increasing Roadway Traffic

"The purchaser/lessee of Block 3 (units 5 - 8) for themselves, their heirs, executors, administrators, successors and assigns, acknowledges being advised that noise levels due to increasing roadway 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."

Type B – Increasing Roadway Traffic

“The purchaser/lessee of Block 3 (units 1 - 4) for themselves, their 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 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.”

Type C – Forced Air Heating System and Ducting

“The purchaser/lessee of Block 1 (units 9 – 12), Block 3 (units 3 - 8) 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

“The purchaser/lessee of Block 1 (units 1-12), Block 2 (units 1-10), Block 3 (unit 1 and 2) 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.”

“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.”

16. **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 Preliminary Geotechnical Investigation and Additional Test Pit Investigation Reports (the “Reports”), 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 Reports, 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.

17. **Retaining Wall – Stability**

The Owner acknowledges and agrees to install the proposed retaining walls in accordance with the approved Stone Strong Profiles Design plans, 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 plans. 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.

18. **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.

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

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

- (a) Re-grade the shoulders of the ditch within the road allowance(s) of Old Second Line Road abutting the subject lands, to the satisfaction of the General Manager, Planning, Development and Building Services;
- (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 Old Second Line Road abutting the subject lands, to the satisfaction of the General Manager, Planning, Development and Building Services.

20. **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.

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 Site Servicing and Stormwater Management Report, 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. **Firewalls**

The Owner agrees to construct two-hour firewalls as shown on the approved Grading and Site Servicing Plans referenced in Schedule "E" herein, to compartmentalize the structures into separate fire areas and comply with the City's Design Guidelines for Water Distribution Systems. The Owner further agrees to post securities, prior to Site Plan registration, for an amount of \$50,000.00 to guarantee their installation. The securities will be released upon receiving a letter signed and sealed by an Architect licensed in the Province of Ontario certifying that construction was carried out in accordance with the approved Grading and Servicing Plans. All must be to the satisfaction of the General Manager of Planning, Development and Building Services.

23. **Water Plant**

The Owner acknowledges and agrees that the water plant within the subject lands and Hydro One corridor 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.

24. **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.

25. **Leak Survey**

The Owner acknowledges and agrees that the Water Plant and sewer service within the lands and Hydro One corridor 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 including Hydro One corridor 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.

26. **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.

27. **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.

28. **Waste Collection**

The Owner acknowledges and agrees that residential cart (and/or container) garbage, recycling, and organic waste collection will be provided by the City from a centralized refuse room or area. The Owner shall provide, at its own expense, adequate storage for the containers and carts and acknowledges it is recommended that they be placed on a concrete floor. The Owner shall provide an adequately constructed road for direct access to the garbage/recycling/organic waste storage room or area suitable for garbage/recycle/organic waste collection vehicles. Any additional services (i.e. winching of containers) may result in extra charges. It is expressly acknowledged that this service may be amended or discontinued at the City's sole discretion, if in the City's opinion, access is not appropriate or due to policy/process changes within the operating department.

29. **Replacement Trees in City's Right-of-Way**

Prior to registration of this Agreement, the Owner acknowledges and agrees it shall pay the sum of \$8705.33 to the City as compensation for the removal of Tree 1 (Sugar Maple) and Tree 23 (White Pine) located within the City's right-of-way along Old Second Line. Upon receipt of compensation, the Director of Parks, Maintenance, and Forestry Services or their designate will provide the Owner with written approval, at which time the Owner may make arrangements with a contractor to remove the said two city-owned trees, at the Owner's expense.

30. **Parkland Dedication**

- (a) The Owner acknowledges and agrees that the conveyance requirement to the City is 1000 square metres.
- (b) The Owner covenants and agrees that the conveyance requirement has been calculated at the rate set out below in accordance with the Parkland Dedication By-law, being By-law No. 2022-280, as amended:
 - (i) For cash-in-lieu of conveyance of parkland (residential > 18 units/net ha):
 - i. one hectare per 1,000 net residential units but shall not exceed a maximum of 10% of the gross land area where less than or equal to five hectares.

Conveyance Requirement Table

Gross Land Area (GLA)	12294.44 m ²	
Net gain in residential units	100 units	
Development Type	Calculation	Conveyance Requirement (m ²)
Residential > 18 units/net hectare	100 units @ 10 m ² per net residential unit (1200 m ²), not to exceed 10% of gross land area for sites less than 5 hectares (1229 m ²)	1000 m ²
Total Conveyance Requirement		1000 m ²

31. **Cash-In-Lieu of Conveyance of Parkland**

Prior to registration of the Site Plan Agreement, the Owner acknowledges and agrees to pay cash-in-lieu of conveyance of parkland as referenced in Schedule "B" herein. Pursuant to the City's Parkland Dedication By-law, being By-law No. 2022-280, as amended, 40% of said funds collected shall be directed to City wide funds, and 60% shall be directed to Ward 4 funds. The Owner shall also pay the parkland

appraisal fee of \$820.00 plus H.S.T. of \$106.60, as referenced in Schedule "B" herein.

32. **Existing Right-of-Way**

The Owner acknowledges and agrees that there is an existing right-of-way on the northwest corner of the subject lands registered as Instrument Number MH 4001 in favour of the owners of Hydro Ottawa (the "Benefitting Lands"). The Owner further acknowledges and agrees that Site Plan Approval herein does not constitute approval to impede or obstruct the access, and that it is the Owner's sole responsibility to notify the owners of the Benefitting Lands under the easement of any act that may impact or impede the rights under the said easement.

33. **Road Widening**

Prior to registration of this Agreement, the Owner acknowledges and agrees to convey to the City, at no cost to the City, an unencumbered road widening across the complete Old Second Line Road frontage of the lands, measuring 3.050 metres from the existing centreline of pavement/the abutting right-of-way. The exact widening must be determined by legal survey. The Owner shall provide a reference plan for registration, indicating the widening, 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 the execution of this Agreement by the City. All costs shall be borne by the Owner.

34. **Access Easement to City**

The Owner acknowledges and agrees it shall grant to the City, at the Owner's expense, a Blanket Easement over the lands, 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 to construct, maintain, repair and replace the Private Watermains, Private Service Posts and fire hydrants at the Owner's expense. The Owner acknowledges and agrees that notwithstanding the rights granted to the City under the grant of easement, the Owner remains responsible at all times for the maintenance, inspection, alteration, repair, replacement and reconstruction of the utility in the said lands during their term of use. The Owner acknowledges and agrees to provide an electronic copy of the Transfer of Easement prior to the execution of this Agreement by the City, to the satisfaction of the City Solicitor. All costs shall be borne by the Owner.

35. **Construction and Private Infrastructure within Hydro One Easement**

The Owner acknowledges and agrees that, prior to registration of this Agreement and prior to issuance of a Commence Work Notification, the Owner shall obtain permission from Hydro One to construct and install permanent private infrastructure within their easement located on the Site (Part 2, Plan 4R-20110 and Part 2, Plan 5R-1715) and within their easement located on the adjacent City-owned land to the

east (Block 81, Plan 4M-1309), to the satisfaction of the General Manager, Planning, Development and Building Services.

36. **Infrastructure Easement on City Property**

The Owner acknowledges and agrees that, prior to the registration of this Agreement and prior to issuance of a Commence Work Notification, the Owner shall obtain easements from the City for the construction and installation of permanent private sanitary, stormwater, and water infrastructure within Block 81, Plan 4M-1309 as shown on the approved Servicing Plan referenced in Schedule "E" hereto and to the satisfaction of the General Manager, Infrastructure and Water Services. The Owner shall provide a Reference Plan for registration, indicating the infrastructure easements, 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.

37. **Construction of Multi-use Pathway**

The Owner acknowledges and agrees to construct a three (3) metre wide asphalt multi-use pathway within the widened Old Second Line Road right-of-way as per the approved Landscape Plan referenced in Schedule "E" hereto and to the satisfaction of the General Manager, Planning, Development and Building Services, at the Owner's expense.

38. **Notice on Title – School Accommodation**

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 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 themselves, their heirs, executors, administrators, successors and assigns, acknowledges being advised that the Ottawa-Carleton District School Board has pupil accommodation concerns for this dwelling unit. The purchaser/lessee agrees to inform prospective purchasers or tenants in all subsequent agreements of purchase and sale and lease agreements that school accommodation pressures exist in the Ottawa-Carleton District School Board, which are currently being addressed by the utilization of portable classrooms and/or by directing students to school outside their community."

"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."

July 14, 2025

Date



Kersten Nitsche, MCIP RPP
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: D07-12-23-0086

SITE LOCATION

1158 Old Second Line Road, as shown in Document 1.

SYNOPSIS OF APPLICATION

The site is located on the east side of Old Second Line Road, approximately 40 metres south of Goward Drive.

The site currently has a detached residential dwelling on the parcel's southwest side, with the remaining portion occupied by primarily non-woody vegetative conditions. The site has a frontage of approximately 96 metres on Old Second Line Road and an area of 0.81 hectares. There are low-density residential uses to the north and south of the site. A hydro corridor is located to the east of the site. South March Highlands Conservation Forest is located to the west.

The proposed development consists of eight stacked buildings with 10, 12 and 14 units each for a total of 100 units on a private street and 140 parking spaces distributed around the site with a communal amenity area in the centre of the site. Access to the development will be provided from Old Second Line Road.

A Zoning By-law Amendment application was filed in conjunction with this Site Plan Control application; the Zoning By-law Amendment was approved on May 15, 2024. The Zoning By-law amendment rezoned the lands from Residential Third Density, Subzone Z, Urban Exception 2622 (R3Z[2622]), to Residential Fourth Density, Subzone A, Urban Exception 2622, Schedule 183 (R4A[2622]S183), to allow stacked dwellings as a permitted use and add site-specific exceptions for building height and setbacks.

Residential Units and Types

Dwelling Type	Number of Units
Stacked	51
Townhouse	49

Related Applications

The following applications are related to this proposed development:

- Zoning By-law Amendment – D02-02-23-0055

DECISION AND RATIONALE

This application is approved for the following reasons:

- Proposal complies with the intent of Section 5.4 and Section 6.3 the Official Plan
- Proposal is currently in conformity with the Zoning By-law
- Proposed site design represents good planning.

PARKLAND DEDICATION

Parkland dedication, in accordance with By-law 2022-280, is being satisfied within this approval through the taking of cash-in-lieu of parkland as detailed in the above conditions.

CONSULTATION DETAILS

Councillor's Comments

Councillor Cathy Curry 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.

Technical Agency/Public Body Comments

Summary of Comments –Technical

N/A

Advisory Committee Comments

Summary of Comments – Advisory Committees

N/A

APPLICATION PROCESS TIMELINE STATUS

This Site Plan application was not processed by the On Time Decision Date due to the complexity of the civil engineering issues.

Contact: Kersten Nitsche Tel: 613-580-2424 ext. 79233 or e-mail:
Kersten.Nitsche@ottawa.ca

Document 1 – Location Map

