



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

Site Location: 245 and 275 Lamarche Avenue

File No.: D07-12-24-0103

Date of Application: September 24, 2024

This SITE PLAN CONTROL application submitted by Caivan (Orleans Village 2) Ltd. is APPROVED upon resolution of the conditions stated in this report

And the following plans are approved:

1. **Overall Site Plan**, SP1, prepared by Q4 Architects Inc., revision 11 dated 2025.07.09.
2. **Elevations A**, A-5, prepared by Q4 Architects Inc., revision 4 dated 2024.11.01.
3. **Elevations B**, A-5, prepared by Q4 Architects Inc., revision 5 dated 2024.11.01.
4. **Landscape Plan**, L01, prepared by NAK Design Strategies, revision 8 dated July 21/25.
5. **Landscape Plan**, L02, prepared by NAK Design Strategies, revision 8 dated July 21/25.
6. **Landscape Plan**, L03, prepared by NAK Design Strategies, revision 8 dated July 21/25.
7. **Landscape Plan**, L04, prepared by NAK Design Strategies, revision 8 dated July 21/25.
8. **Landscape Details**, L05, prepared by NAK Design Strategies, revision 8 dated July 21/25.
9. **Landscape Details**, L06, prepared by NAK Design Strategies, revision 8 dated July 21/25.
10. **Landscape Details**, L07, prepared by NAK Design Strategies, revision 8 dated July 21/25.
11. **General Notes**, Sheet 1, prepared by DSEL, project no. 24-1403, revision 9, dated 2025-08-26.
12. **Details and Table**, Sheet 2, prepared by DSEL, project no. 24-1403, revision 9, dated 2025-08-26.

13. **Details**, Sheet 3, prepared by DSEL, project no. 24-1403, revision 9, dated 2025-08-26.
14. **General Plan**, Sheet 4, prepared by DSEL, project no. 24-1403, revision 9, dated 2025-08-26.
15. **General Plan**, Sheet 5, prepared by DSEL, project no. 24-1403, revision 9, dated 2025-08-26.
16. **Private Street 1**, Sheet 6, prepared by DSEL, project no. 24-1403, revision 9, dated 2025-08-26.
17. **Private Street 1**, Sheet 7, prepared by DSEL, project no. 24-1403, revision 9, dated 2025-08-26.
18. **Private Street 1**, Sheet 8, prepared by DSEL, project no. 24-1403, revision 9, dated 2025-08-26.
19. **Private Street 2**, Sheet 9, prepared by DSEL, project no. 24-1403, revision 9, dated 2025-08-26.
20. **Private Street 3**, Sheet 10, prepared by DSEL, project no. 24-1403, revision 9, dated 2025-08-26.
21. **Private Street 4**, Sheet 11, prepared by DSEL, project no. 24-1403, revision 9, dated 2025-08-26.
22. **Private Street 5**, Sheet 12, prepared by DSEL, project no. 24-1403, revision 9, dated 2025-08-26.
23. **Servicing 2**, Sheet 13, prepared by DSEL, project no. 24-1403, revision 9, dated 2025-08-26.
24. **Servicing 1**, Sheet 14, prepared by DSEL, project no. 24-1403, revision 9, dated 2025-08-26.
25. **Servicing 4**, Sheet 15, prepared by DSEL, project no. 24-1403, revision 9, dated 2025-08-26.
26. **Grading Plan**, Sheet 16, prepared by DSEL, project no. 24-1403, revision 9, dated 2025-08-26.
27. **Grading Plan**, Sheet 17, prepared by DSEL, project no. 24-1403, revision 9, dated 2025-08-26.
28. **Cross Sections**, Sheet 18, prepared by DSEL, project no. 24-1403, revision 9, dated 2025-08-26.
29. **Sanitary Drainage Plan**, Sheet 19, prepared by DSEL, project no. 24-1403, revision 9, dated 2025-08-26.
30. **Storm Drainage Plan**, Sheet 20, prepared by DSEL, project no. 24-1403, revision 9, dated 2025-08-26.
31. **Ponding Plan**, Sheet 21, prepared by DSEL, project no. 24-1403, revision 9, dated 2025-08-26.
32. **Ponding Plan**, Sheet 22, prepared by DSEL, project no. 24-1403, revision 9, dated 2025-08-26.

33. **Erosion and Sediment Control Plan**, Sheet 23, prepared by DSEL, project no. 24-1403, revision 9, dated 2025-08-26.
34. **Erosion and Sediment Control Plan**, Sheet 24, prepared by DSEL, project no. 24-1403, revision 9, dated 2025-08-26.

And as detailed in the following report(s):

1. **Phase 1 Environmental Site Assessment Update**, prepared by Golder Associates Ltd., dated February 23, 2022
2. **Phase 1 Environmental Site Assessment Update**, prepared by Golder Associates Ltd., dated October 15, 2024
3. **Environmental Noise Assessment**, prepared by Gradient Wind Engineers and Scientists, dated March 7, 2025.
4. **Tree Conservation Report**, prepared by Kilgour & Associates Ltd., dated September 3, 2024.
5. **Transportation Impact Assessment**, prepared by CGH Transportation, dated September 2024.
6. **Design Brief for Caivan (Orleans Village) Limited Proposed Residential Site Plan**, prepared by DSEL, project no. 24-1403, revision 6, dated August 2025.
7. **Orleans Village Phase 4 – Site Plan – Stormwater Analysis**, prepared by JFSA, project no. 2661, dated August 14, 2025.
8. **Geotechnical Investigation**, prepared by Paterson Group, report PG6152-1, revision 6, dated June 10, 2025.
9. **Geotechnical Memo**, prepared by Paterson Group, PG6152-MEMO.01, revision 5, dated July 21, 2025.
10. **Geotechnical Memo**, prepared by Paterson Group, PG6152-MEMO.02, dated March 24, 2025.
11. **Geotechnical Memo**, prepared by Paterson Group, PG6152-MEMO.03, dated May 16, 2025.
12. **Geotechnical Memo**, prepared by Paterson Group, PG6152-MEMO.04, dated August 13, 2025.
13. **Geotechnical Memo**, prepared by Paterson Group, PG6152-MEMO.05, revision 1, dated August 29, 2025.
14. **Geotechnical Memo**, prepared by Paterson Group, PG6152-MEMO.06, dated August 13, 2025.
15. **Geotechnical Memo**, prepared by Paterson Group, PG6152-MEMO.07, dated August 29, 2025.

And subject to the following Requirements, 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. 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.

7. 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.

8. **Development Charges**

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

Special Conditions

9. **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.

Roads Right-of-Way and Traffic

10. **Private Approach Detail**

The Owner acknowledges and agrees that all private approaches serving the proposed development shall be designed and constructed, at the sole expense of the Owner, in accordance with the City's "Curb Return Entrances – Uncontrolled Intersections" Plan, Drawing No. SC7.1, dated March 2007 and revised March

2021, and the Owner shall comply with the City's Private Approach By-law, being No. 2003-447, as amended.

Transit

11. Transit Pads and Shelters

The Owner shall locate, design and construct, at no cost to the City, a paved transit passenger standing area and shelter pad to the specifications of the City.

Noise

12. Noise Control Attenuation Measures

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

- (a) each unit is to be fitted with a forced air heating system and ducting, and shall be sized to accommodate central air conditioning;
- (b) 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;
- (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 Orleans Village Environmental Noise 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.

13. **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 C – Forced Air Heating System and Ducting

"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 E – Proximity to Adjacent Industry

"The purchaser/lessee for themselves, their heirs, executors, administrators, successors and assigns, acknowledges being advised that due to the proximity of the adjacent commercial car wash building, sound levels from the commercial car wash building may at times be audible."

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."

ENGINEERING

14. 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.

15. Geotechnical – Encroachments

The Owner acknowledges and agree that the Geotechnical Investigation has recommended a method of shoring that may encroach onto the adjacent property or onto the City's Lamarche Avenue right-of way. The Owner acknowledges and agrees that it shall be required to obtain the approval of the adjacent property owner and/or receive municipal consent for any Works within the said Road, prior to the installation of any encroachments. The Owner acknowledges and agrees that for encroachments within the said Road, the Owner shall ensure that there will be no conflicts between the proposed shoring method and the municipal services or utilities in the said Road.

16. Protection of City Sewers

- (a) Prior to the issuance of the CWN, the Owner shall, at its expense:
 - (i) obtain a video inspection of the City Sanitary (from MHSA73252 to MHSA73255) and Storm (from MHST80494 to MHST80497) Sewer Systems within Lamarche Avenue prior to any construction to determine the condition of the existing City Sewer System prior to construction on the lands and to provide said video inspection to the General Manager, Planning, Development and Building Services.
- (b) Upon completion of construction on the lands, the Owner shall, at its expense and to the satisfaction of the General Manager, Planning, Development and Building Services:
 - (i) obtain a video inspection of the existing City Sanitary (from MHSA73252 to MHSA73255) and Storm (from MHST80494 to MHST80497) Sewer Systems within Lamarche Avenue to determine if the City Sewer Systems sustained any damages as a result of construction on the lands; and
 - (ii) assume all liability for any damages caused to the City Sanitary and Storm Sewer Systems within Lamarche Avenue and compensate

the City for the full amount of any required repairs to the City Sewer System.

17. **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.

18. **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 Design Brief, referenced in Schedule "E" herein. The Owner further acknowledges and agrees it shall assume all maintenance and replacement responsibilities in perpetuity. The Owner shall keep all records of inspection and maintenance in perpetuity, and shall provide said records to the City upon its request.

19. **Grading along Shared Property Lines**

Prior to the issuance of the Commence Work Notification, the Owner shall provide a signed letter of consent from the adjacent property Owner(s) at 201 Kinship Private and 1000 Ventus Way (Block 72) certifying that the adjacent property Owner(s) has reviewed and accepts the proposed grades along the eastern shared property line as shown on the approved grading plans, along with any associated regrading needed within the adjacent property to accommodate the proposed grades.

20. **Stormwater Management Operation and Maintenance Manual (OMM)**

Prior to occupancy, the Owner agrees to prepare a Stormwater Management Operation and Maintenance Manual (OMM). The OMM shall include procedures, best practices, a description of programs for the operation, maintenance, inspection, and repair of the site's stormwater management system, and contingency plans and procedures to address abnormal situations. The OMM shall include but not be limited to, information relating to the inlet control devices, oil and grit separator, control maintenance hole, and underground storage chambers.

Private Systems

21. **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.

22. **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.

23. **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.

Blasting

24. 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.

25. Vibration Monitoring

The Owner agrees and acknowledges that prior to commencing site alteration or construction that vibration monitoring shall be undertaken by a Professional Engineer licensed in the province of Ontario. Vibration levels shall not exceed those determined by the City and the Province to cause damage to adjacent buildings and structures. The Owner may consider offering pre-construction surveys to adjacent/abutting properties, to validate damage claims or indemnify and save harmless. The Owner agrees to maintain vibration monitoring records during construction, which shall be made available to the General Manager, Planning, Development and Building Services upon request. The Owner agrees and acknowledges that the City shall be indemnified from any damage claims resulting from construction activities.

Site Lighting

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.

PLANNING AND OTHER

Planning and Design

27. Lifting of Reserve

- (a) Existing 30cm reserves along Lamarche Avenue shall be lifted prior to Site Plan Approval to the satisfaction of the General Manager, Planning, Development and Building Services.

28. Improvement of Lamarche and Innes

- (a) The Owner acknowledges and agrees that the intersection of Innes Road and Lamarche Avenue shall be signalized once traffic warrants are met. The intersection signalization works have been identified in the City's Development Charges Background Study and By-law.

In the interim, the Owner agrees that Lamarche Avenue will function as a stop-controlled intersection only at Innes Road. The intersection will be designed and constructed to the satisfaction of the General Manager, Planning, Development and Building Services.

The Owner further acknowledges and agrees, that the Owner may file a Front Ending Agreement application for the signalization of Innes Road and Lamarche Avenue intersection. The approval of such agreement shall be to the full discretion of the City.

29. Sediment forebay cleanout

- (a) Sediment forebay clean-out shall be completed by the Developer at 80% buildout of the forebays tributary area. The clean-out of accumulated sediment shall be completed to reestablish the original design grades and all sediment shall be removed off-site in accordance with excess soils regs. Hauling records and the location of final disposal shall be provided to the City for their records. The sediment disposal area in the Hydro Corridor may be utilized for dewatering of the excavated sediment, but the Developer will need to obtain a Construction Agreement from Hydro One prior to completing the work and restore the area to existing conditions after hauling the dewatered sediment off-site to the satisfaction of the General Manager, Planning, Development and Building Services.

30. Cost sharing letter of good standing

- (a) Pursuant to the "Cost Sharing Agreement for the Expansion of Eastern Urban Community Stormwater Pond I and Shared Core Services" the Owner shall provide to the a letter of good standing from the trustee of said Cost

Sharing Agreement prior to development, to the satisfaction of the General Manager, Planning, Development and Building Services.

Waste Collections

31. 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.

Trees

32. Information Package

In areas of sensitive marine clay soils, the Owner agrees that, prior to registration, to prepare an information package for homeowners regarding tree planting and watering, in accordance with the supporting geotechnical report. This information must be approved by Planning Forestry prior to circulation to homeowners.

Signs

33. 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 **Overall Site Plan, SP1**, 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 **Overall Site Plan, SP1**, 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.

CONVEYANCES TO CITY

34. Pedestrian Easement

Prior to the registration of this Agreement, the Owner shall grant to the City, at no cost to the City, an unencumbered 1.8 metre easement for Pedestrian Access along the 1.8m walkway, connecting from the public park to the abutting lands along the east (rear) property line, as shown on the approved **Overall Site Plan SP1**, and **Landscape Plans L02** and **L04**, referenced in Schedule "E" hereto, to the

satisfaction of the City. The Owner shall provide a Reference Plan for registration, indicating the Pedestrian 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.

35. **Park Land Requirements, Park Design and Construction, and Park Protection**

- (a) The Owner acknowledges and agrees that the required parkland conveyance to the City is to be **4,620.16m²**.
- (b) The Owner covenants and agrees that the park 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 land conveyance (residential > 18 units/net ha): one hectare per 600 units but shall not exceed a maximum of 10% the gross land area (gross site area is less than 5 ha)

Development Type	Rate	Land Area	Parkland Dedication Requirement (ha)
Residential	10%	46,201.63m ²	4,620.16 m ²
Total requirement:			4,620.16 m ²
Proposed Parkland Dedication (Land):			3,391.15 m ²
Under Dedication:			1,220.01 m ²

Prior to registration of the Site Plan Agreement, the Owner shall convey parkland to the City, at no cost to the City, being the Public Park on the approved Overall Site Plan, SP1, to be shown on a deposited 4R plan (hereinafter referred to as "Park Lands"), in accordance with the Planning Act, RSO 1990, c P.13 and the City's Parkland Dedication By-law, being By-law No. 2022-280, as amended, to the satisfaction of the General Manager, Recreation, Cultural and Facility Services.

- (c) It is expressly acknowledged and agreed by the Parties that the conveyance of the Park Land represents an under-dedication of parkland and that the Owner shall provide cash-in-lieu of conveyance of parkland in addition to the Park Land to compensate for such under-dedication.
- (d) 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 19 funds.

The Owner shall also pay the parkland appraisal fee of \$850.00 plus H.S.T. of \$110.50, as referenced in Schedule "B" herein.

All of the above shall be to the satisfaction of the General Manager, Recreation, Cultural and Facility Services.

36. **Park Land Requirements**

- (a) The Owner shall be responsible for the construction and installation of the base park improvements for the Park Land (the 'Base Park Improvements') at their sole expense.
- (b) The Base Park Improvements will include the following:
 - (i) demolition, removal and disposal of all existing materials, structures and foundations;
 - (ii) grading (including cut and/or fill) where necessary to bring the Park Land to site plan grades and to provide positive surface drainage, in accordance with the approved plan;
 - (iii) topsoil supply and placement, minimum of 150 mm;
 - (iv) seed and/or sod #1 nursery grade or equivalent value;
 - (v) fencing to City standard;
 - (vi) street trees along all public road allowances, which abut future City owned parkland;
 - (vii) all necessary drainage systems including connections to municipal services as required; and
 - (viii) Unless otherwise specified, the Owner shall provide the following services and utilities to all Park Land:
 - i. A 300mm diameter storm sewer and Catch Basin/Manhole at 2m inside the park property line;
 - i. A 50mm diameter water line complete with water vault chamber at 2m inside the park property line as per city standard details for unit price contracts. Costs for the water vault chamber and water meter, if ultimately required, shall be paid for by the City or be included as part of the maximum park construction budget for the park;
 - ii. 150mm diameter sanitary sewer and Manhole at 2m inside the park property line;
 - iii. A 120/240 volt, 200 ampere single phase hydro service at 2m inside the park property line complete with electrical kiosk for park services as per city standard details for unit price contracts. The Owner is responsible for making all arrangements and coordinating the connection of the new hydro service, including costs and inspections, with the respective electrical agencies.
 - iv. Electrical and water connections (minimum 50mm) are to be connected directly to the street line, including back flow preventors, shutoff valves, water and hydro meters and chambers.

All work shall be completed in accordance with the approved Plans and Reports referenced in Schedule "E" herein and to the satisfaction of the

General Manager, Planning, Development and Building Services and the General Manager, Recreation, Cultural and Facility Services.

- (c) The Owner acknowledges and agrees that no stormwater management facilities, overland flow routes, and/or encumbrances of any kind, such as, but not limited to, retaining walls, utility lines, agreements and/or easements of any kind shall be located on, under, or above dedicated Park Land, save and except any utilities lines required by the City, and shall be removed and/or released from the Park Land, prior to the conveyance of the said lands to the City. Any utilities presently located within the Park Land, must be relocated at the Owner's sole expense.
- (d) Notwithstanding the transfer of the Park Land, the Owner acknowledges and agrees that the Owner will retain all liability for the transferred Park Land, until Final Acceptance of the Base Park Improvements, and that said transfer will in no way exonerate the Owner from its responsibility pursuant to the terms of the Site Plan Agreement. The Owner, on behalf of himself, his heirs, executors, administrators and assigns, including his successors in title, covenants and agrees to indemnify and save harmless the City from all actions, causes of actions, suits, claims or demands whatsoever which arise directly from the interim use by the Owner of the Park Land.
- (e) The Owner acknowledges and agrees that it is the responsibility of the Owner to rough grade the park where necessary to meet Site Plan grades and provide for positive surface drainage across the Park Land, as per the approved Grading Plans referenced in Schedule "E" hereto. If fill is required, it shall be comprised of clean earth borrow, compacted and leveled within the Park Land accordingly as per the City Standards for Park Fill and rough grading. All at the expense of the Owner.

Any fill imported to the Park Land must be conducted in accordance with the excess soils regulations, as amended. Documentation of the source and quality of the fill to be imported must be approved by a Qualified Person, as defined by Ontario Regulation 153/04, as amended. Soils must be tested to the minimum parameter list as specified in the excess soils regulations. Importation of soils with no chemical testing will not be permitted. Additional testing may be required by the Qualified Person as defined in the regulation.

Copies of all records related to all soils imported to the Park Land must be provided to the City. All works and fill materials are to be approved by the General Manager, Planning, Development and Building Services Department prior to being placed on site.

All work shall proceed in accordance with the applicable regulations and according to the current (at time of work) approved City details and specifications.

- (f) The Owner shall submit a cost estimate, any necessary plans for the Base Park Improvements and shall submit, as set out in Schedule "B" herein, securities in the amount of 100% of the estimated cost of all Base Park

Improvements, all to the satisfaction of the General Manager, Recreation, Cultural and Facility Services. A park review and inspection fee will further be collected and is based on 4% (+HST) of the total value of the Base Park Improvements cost. The Owner acknowledges and agrees that no credit shall be given towards the Parks and Recreation component of the Development Charges for costs associated with Base Park Improvements.

- (g) The construction of the Base Park Improvements to the Park Land shall be completed within the earlier of: (a) two years after the issuance of the first Above Grade Permit for any part of the subject lands, or (b) prior to any occupancy permit for any part of the subject lands, to the satisfaction of the General Manager, Recreation, Cultural and Facility Services. Unforeseen delays (e.g. weather) resulting in the late completion of the construction of the Base Park Improvements to the Park Land may be taken into consideration and the date for completion may be extended, at the sole discretion of the General Manager, Recreation, Cultural and Facility Services.
- (h) Before carrying out any of the Base Park Improvements on the Park Lands, the Owner must obtain, at the Owner's expense, a License of Occupation (LOO) or a Consent to Enter (CTE) from the City's Reality Initiatives & Development Branch. The LOO or CTE will outline in detail the insurance requirements, extent of area permitted, permitted use, and duration to the satisfaction of the General Manager, Recreation, Cultural and Facility Services. The Owner will indemnify the City against any claim during any interim use of or work carried out by the applicant on the park, to the satisfaction of the General Manager, Recreation, Cultural and Facility Services.
- (i) The Owner shall submit, as set out in Schedule "B" herein, securities at the rate per hectare and indexing rate utilized for park development. A park review and inspection fee will further be collected and is based on 4% (+HST) of the park development rate for the site and in accordance with the City's Planning Fees By-law, as amended.
- (j) Once a Facility Fit Plan is submitted and after tree protection fencing has been installed accordingly, both as approved by the General Manager, Recreation, Cultural and Facility Services Department, the Owner may remove vegetation, trees and topsoil from the Park Land to facilitate rough grading of the area.

If the native topsoil has been removed from the Park Land, the Owner agrees to provide replacement topsoil, outside of the Park Development Budget, at a sufficient depth and quality for parks as per City Standards for park topsoil. All work shall proceed in accordance with the applicable regulations. The Owner shall level and grade such topsoil as required by the City.

- (k) The City acknowledges and agrees that the Owner may use the Park Land outside of the protected park areas for the stockpiling of materials or staging as needed. The Owner agrees to conduct the stockpiling of soils in accordance with the excess soils regulation, as amended.

The Owner agrees contaminated soils shall not be stockpiled on future park areas. The Owner agrees to provide to the City documentation of the source and quality of the soils temporarily stored on the future park areas.

The Owner acknowledges and agrees that, in the event the Owner chooses to use the Park Land for stockpiling or staging, once this use of the parkland is completed, all materials will be removed from the Park Land and a geotechnical report prepared by a geotechnical engineer or geoscientist, licensed in the Province of Ontario, be submitted. The geotechnical report shall confirm that the subgrade is suitable for its intended use and that no contaminants have been deposited on the Park Land. The geotechnical report must indicate the level of soil compaction on the site and conform to City Standards, to the satisfaction of the General Manager, Planning, Development and Building Services.

The Owner agrees that any remediation required to the Park Land as result of the Owners use of the Park Land will be at the Owner's expense and will be in addition to the estimated Park Development Budget and such remediation work shall be completed to the satisfaction of the General Manager, Planning, Development and Building Services.

- (l) The Owner acknowledges and agrees to undertake a geotechnical and soils analysis of the Park Land to determine its composition and drainage characteristics to a minimum 2 metre depth. The Owner shall clearly demonstrate to the satisfaction of the General Manager, Planning, Development and Building Services that the soils in the Park Land are capable of supporting the development of park facilities such as, but not limited to, pathways, children's playgrounds, park shelters, and vegetation growth.

- (m) Record of Site Condition

The Owner shall submit to the General Manager, Planning, Development and Building Services and the Director, Buildings Code Services, a Record of Site Condition (RSC) completed in accordance with the O.Reg. 153/04 and acknowledged by the Ministry of Environment, Conservation and Parks. The RSC shall confirm that all of the Lands are suitable for the proposed use, including the park, in accordance with O.Reg. 153/04. The Owner acknowledges and agrees the City may issue a building permit on a phased basis to allow for site investigation and remediation activities and if permitted by O.Reg. 153/04. Further works shall not be permitted until the RSC is submitted.

37. **Park Design and Construction**

- (a) The Owner acknowledges and agrees to design and construct at its cost the Park Land, identified as the Public Park on the approved Overall Site Plan, SP1, to be shown on a deposited 4R plan in accordance with City Specifications and Standards. The Owner further agrees to provide for approval, design plans and documents as detailed in the Park Development

Manual (and as amended) for the park(s). The plans and documents will detail the designs, costs and amenities to be provided on the Park Land. The expected cost of the design, construction, review and inspection of these parks will be in accordance with the indexing rate per hectare utilized for park development by the City at the time of registration of Site Plan Agreement and shall be referred to as the "Park Development Budget".

The design plans and documents as well as the final Park Development Budget shall be subject to approval by the City, all to the satisfaction of the General Manager, Recreation, Cultural and Facility Services.

- (b) The Owner acknowledges and agrees the Park Development Budget does not include any preliminary and/or remedial work necessary to bring the Park Land to the Base Park Improvements including, but not limited to, park servicing 2m inside the park property line, filling of the Park Land to meet the approved Grading Plans. Any preliminary and/or remedial works necessary shall be at the cost of the Owner and to the satisfaction of the General Manager, Planning, Development and Building Services.
- (c) The Owner covenants and agrees to coordinate the identification and possible removal of any existing trees and vegetation from the Park Land, including any trees identified for preservation, with the City Park Planner, Recreational, Cultural & Facility Services Department. The opportunity to retain existing vegetation on the Park Land, including any trees identified for preservation, is subject to the detailed design of the park. A tree permit must be issued prior to removal of the trees within the Park Land and the specific trees to be retained within the Park Land must be fenced with protective fencing at the critical root zone. Such fencing is to be inspected and approved by the City Forester and Park Planner, Recreational, Cultural & Facility Services Department prior to the issuance of a tree removal permit.
- (d) All Owner obligations associated with the Park Land must be completed to the satisfaction of the General Manager, Planning, Development and Building Services at such time that 50% of the dwelling units located on the subject lands are granted occupancy permits, or at such date as approved in writing by the General Manager, Recreation, Cultural and Facility Services.
- (e) The Owner and the General Manager of Recreation, Cultural and Facility Services may, if it is mutually beneficial to both parties, enter into an agreement whereby the Owner will provide funding to the City for the design and the construction of the Park Land. The City will proceed with the design and construction of the park as per the typical City-build park process as described in the Parks Development Manual. The timing of the park construction will be at the discretion of the City.

The expected cost of the park(s) works to be paid to the City will be based on the indexing rate per hectare utilized for park development by the City at the time of registration, (referred to as the Park Development Budget), plus a 5% administrative fee for City forces to execute the project plus 13% HST on the total amount. The funding for park works will be paid to the City at the

time of registration. All standard site plan conditions associated with the Base Park Improvements, including but not limited to: fencing, fill and rough grading, topsoil replacement, tree removal and services stubbed to within 2.0 m inside the Park Land will remain a site plan cost to be covered by the Owner separate from the Park Development Budget.

38. **Protection of Public Park Land**

- (a) Save and except as contemplated by Condition (k) and (l) herein, the Owner shall neither deposit, nor permit to be deposited, fill, snow, debris, building materials, granular, excavated materials, topsoil or construction equipment, nor allow vehicle parking, storage or access for any purposes on the Park Land. Furthermore, the Owner shall neither remove nor permit to be removed any fill, topsoil, trees, vegetation or shrubs from on the Park Land, without the prior consent of the General Manager, Planning, Development and Building Services.
- (b) The Owner shall cause the lands conveyed, designated as the Public Park on the approved **Overall Site Plan, SP1**, to be shown on a **deposited 4R plan**, to the City for park purposes, to be identified by permanent markers and, if required, temporary markers at the Owner's expense. The Owner shall install and maintain temporary fencing adjacent to the Public Park on the approved **Overall Site Plan, SP1**. The markers and temporary fencing shall be of a type and placed in such a location and at such times as are satisfactory to the General Manager, Planning, Development and Building Services.

39. **Notice on Title – Parkland**

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 parkland within the vicinity of the subject lands may have active hard and soft surface recreational facilities, buildings and supporting infrastructure. These amenities may include lit facilities and may generate noise by users using these facilities and amenities."

"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."



September 11, 2025

Date

John Sevigny, C.E.T.
A/Manager, Development Review
East, Planning, Development and
Building Services Department

Enclosure: Site Plan Control Application approval – Supporting Information

SITE PLAN CONTROL APPROVAL APPLICATION SUPPORTING INFORMATION

File Number: D07-12-24-0103

SITE LOCATION

245 and 275 Lamarche Avenue, and as shown on Document 1.

SYNOPSIS OF APPLICATION

- The site is located southeast of the Innes Road and Lamarche Avenue intersection. The subject lands are currently vacant and approximately 4.6 hectares in size, with 292 metres of frontage to Lamarche Avenue and 20.5 metres of frontage to Innes Road, an arterial road.
- The subject lands are vacant and generally rectangular in shape. North of the site is the south edge of Innes Road, surrounded by low-rise built forms featuring a mix of commercial and residential uses. Abutting the east of the property is a residential development currently under construction. Across Lamarche Avenue to the west of the site is a vacant greenfield, proposed for medium-density residential development. To the south, the site connects to earlier phases of Caivan's Orleans Village, consisting of low-rise residential units. Further south is a proposed Bus Rapid Transit (BRT) route along Brian Coburn Boulevard, with stations planned at Mer Bleue Road and Fern Casey Street.
- The proposed development will accommodate 468 new stacked dwelling units, arranged in 22 blocks, and including approximately 1600 square metres of communal amenity area and 5600 square metres of total amenity area. A 3390 square metre public park will be provided by and constructed by the applicant in the approximate centre of the development with frontage to Lamarche Avenue.
- The proposal includes 468 surface vehicular parking spaces for residents and 87 for visitors. 234 bicycle parking spaces are provided in surface parking spaces across the development. Trees are provided in the rear yards of units where soil conditions support the future growth of those trees and landscaping is provided through the site. Some additional tree planting is accommodated in landscaping islands at the ends of and within the surface parking areas. Pedestrian connections from 1.5 to 1.8m are provided through the development, into the park, and connecting to the future residential development to the east
- A Zoning By-law Amendment was approved on June 4, 2025 by Planning and Housing Committee and rose to Council on June 11, 2025. The amendment rezoned the majority of the lands to R4Z (Residential Fourth Density) with slightly reduced parking ratios, to support the proposed development. A portion of lands

was rezoned to AM (Arterial Mainstreet) for future development along Innes Road, and the park area was rezoned to O1 (Parks and Open Space).

- The site infrastructure consists of a network of private watermain, sanitary sewers, and storm sewers. The site is serviced via two connections to the existing 300mm diameter municipal watermain in Lamarche Avenue, a single connection to the existing municipal sanitary sewer in Lamarche Avenue, and a single connection to the existing municipal storm sewer in Lamarche Avenue. On-site stormwater quantity control is provided via parking area and drive aisle sag ponding, as well as underground stormwater retention chambers. Stormwater quality control is provided via the combination of an on-site Oil-Grit Separator, and the downstream EUC Pond 1.

Residential Units and Types

Dwelling Type	Number of Units
Stacked	468

Related Applications

The following applications are related to this proposed development:

- Zoning By-law Amendment – D02-02-24-0049

DECISION AND RATIONALE

This application is approved for the following reasons:

- The proposal is consistent with the Provincial Planning Statement and the City of Ottawa Official Plan.
- The proposal conforms to the Zoning By-law which provides for an R4Z[3036], O1, and AM10 zoning for the lands subject to this Site Plan Control Application. The associated Zoning By-law Amendment application (D02-02-24-0049) was approved by Planning and Housing Committee on June 4, 2025, Ottawa City Council on June 11, 2025, and confirmed to have been passed without appeals on July 11, 2025 as By-law 2025-234.
- The General and Special Conditions contained within this report will ensure that various site-related requirements will be upheld post-approval and after construction is complete, to be included in a Site Plan Agreement to be registered on the lands.

PARKLAND DEDICATION

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

CONSULTATION DETAILS

Councillor's Comments

Councillor Catherine Kitts is aware of the application.

Public Comments

This application was not subject to public circulation under the Public Notification and Consultation Policy. Public Comments were received on the related Zoning By-law Amendment (D02-02-24-0049) and responded to in the Staff Report (ACS2025-PDB-PSX-0021).

APPLICATION PROCESS TIMELINE STATUS

This Site Plan application was not processed by the On Time Decision Date. The Council approved timeline has not been met due to the complexity of the proposed development and the desire from both Staff and the Applicant to resolve all outstanding comments prior to issuing a decision.

Contact: Kelly Livingstone, Tel: 613-580-2424, ext. 65764 or e-mail: kelly.livingstone@ottawa.ca

Document 1 – Location Map

