



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

Site Location: 4159 Obsidian Street

File No.: D07-12-25-0068

Date of Application: May 16, 2025

This SITE PLAN CONTROL application submitted by Mark Ouseley, Fotenn Consultants Inc., on behalf of Mattamy (Half Moon Bay 3) Ltd., is APPROVED upon resolution of the conditions stated in this report.

And the following plans are approved:

1. **Site Plan, HMB South Phase 7, A**, prepared by Korsiak Urban Planning, dated May 14, 2025, Revision 3 dated 01/16/2026.
2. **Landscape Plan, HMB South Phase 7, L1.0**, prepared by NAK design strategies, dated 2025-03-13, Revision 9 dated Mar. 3, 2026.
3. **Details, Mattamy Homes, HMB South Phase 7, L2.0**, prepared by NAK design strategies, dated 2025-03-13, Revision 9 dated Mar.3/26.
4. **Erosion Control Plan and Detail Sheet, HMB South Phase 7, EC/DS-1**, prepared by Stantec Consulting Ltd., dated 25.05.13, Revision 4 dated 26.01.09.
5. **Existing Conditions and Removals Plan, EX-1**, prepared by Stantec Consulting Ltd., dated 25.05.13, Revision 4 dated 26.01.09.
6. **Grading Plan, HMB South Phase 7, GP1**, prepared by Stantec Consulting Ltd., dated 25.05.13, Revision 4 dated 26.01.09.
7. **Sanitary Drainage Plan, HMB South Phase 7, SA-1**, prepared by Stantec Consulting Ltd., dated 25.05.13, Revision 4 dated 26.01.09.
8. **Storm Drainage Plan, HMB South Phase 7, SD-1**, prepared by Stantec Consulting Ltd., dated 25.05.13, Revision 4 dated 25.11.07.
9. **Site Servicing Plan, HMB South Phase 7, SSP-1**, prepared by Stantec Consulting Ltd., dated 25.05.13, Revision 4 dated 26.01.09.

10. **Details Sheet, HMB South Phase 7, DS-1**, prepared by Stantec Consulting Ltd., dated 25.05.13, revision 4 dated 26.01.09.
11. **Details Sheet, HMB South Phase 7, DS-2**, prepared by Stantec Consulting Ltd., dated 25.05.13, Revision 4 dated 26.01.09.
12. **Notes and Legends Plan, HMB South Phase 7, NL-1**, prepared by Stantec Consulting Ltd., Rev. 4 dated 26.01.09.
13. **Servicing and Stormwater Management Report, Half Moon Bay South Phase 7 (4159 Obsidian Street)** - prepared by Stantec Consulting Ltd., dated May 14, 2025, Revision dated September 19, 2025.

And as detailed in the following report(s):

1. **Servicing and Stormwater Management Report, Half Moon Bay South Phase 7 (4159 Obsidian Street)** - prepared by Stantec Consulting Ltd., dated May 14, 2025, Revision dated January 14, 2026.

And subject to the following Requirements, General and Special Conditions:

Requirements

1. The Owner shall submit a certificate of insurance in a form satisfactory to the City. The certificate of insurance must be issued in favor of the City of Ottawa in an amount not less than five million dollars per occurrence, must contain an endorsement naming the City as an additional insured and an unconditional thirty days notice of any material change or cancellation of the policy.

General Conditions

1. Lapsing of Approval

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

2. Barrier Curbs

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

3. **Water Supply for Fire Fighting**

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

4. **Reinstatement of City Property**

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

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 a 1.8m wide temporary walkway along the future Greenbank Road as shown on the approved site plan. The Owner shall ensure that this temporary walkway shall line up with the temporary sidewalk that is to be built for the development, abutting this site to the north. The temporary walkway shall be constructed to City standards to the satisfaction of the General Manager, Planning Development and Building Services Department.

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.

SPECIAL CONDITIONS

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

11. 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.

12. 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.

13. Noise Control Attenuation Measures

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

- (a) Blocks 1 and 2: each unit is to be equipped with central air conditioning;
- (b) Blocks 3, 4, 5, and 6: each unit is to be fitted with a forced air heating system and ducting, and shall be sized to accommodate central air conditioning;
- (c) further to subsection (b) above, the location and installation of any outdoor air conditioning device(s) shall comply with the noise criteria of the Ministry of the Environment, Conservation and Parks' Publication NPC-216, dated 1993, and the Environmental Noise Guidelines for Installation of Residential Air Conditioning Devices, dated September 1994, as amended, in order to minimize the noise impacts both on and off the immediate vicinity of the subject lands;
- (d) 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;
- (e) 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 Detailed Traffic Noise Study 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.

14. 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 (Blocks 3, 4, 5, and 6)

“The purchaser/lessee for themselves, their heirs, executors, administrators, successors and assigns, acknowledges being advised that this dwelling unit has been fitted with a forced air heating system and the ducting, etc. was sized to accommodate central air conditioning. Installation of central air conditioning by the purchaser/lessee will allow windows and exterior doors to remain closed, thereby ensuring that the indoor sound levels are within the City of Ottawa’s and the Ministry of the Environment, Conservation and Parks’ noise criteria.”

“The purchaser/lessee for themselves, their heirs, executors, administrators, successors and assigns, acknowledges and agrees it shall identify the location and install any outdoor air conditioning device(s) so as to comply with the noise criteria of the Ministry of the Environment, Conservation and Parks’ Publication NPC-216, dated 1993, and the Environmental Noise Guidelines for Installation of Residential Air Conditioning Devices, dated September 1994, as amended, in order to minimize the noise impacts both on and off the immediate vicinity of the subject lands.”

Type D – Central Air Conditioning (Blocks 1 and 2)

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

Ending Paragraph

“The purchaser/lessee covenants with the vendor/lessor that the above clauses, verbatim, shall be included in all subsequent agreements of purchase and sale and lease agreements for the lands described herein, which covenant shall run with the said lands.”

15. 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, dated August 28, 2025 (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.

16. **Stormwater Management Memorandum**

Prior to registration of this Agreement, the Owner acknowledges and agrees to provide the General Manager, Planning, Development and Building Services, with a memorandum prepared by a Professional Engineer, licensed in the Province of Ontario, confirming that the designed roof-top scuppers and associated spill point elevations will be set equivalent to the top of the control weir of the approved roof drain elevation(s). The Owner further acknowledges and agrees that said memorandum shall be to the satisfaction of the General Manager, Planning, Development and Building Services, and all associated costs shall be the Owner's responsibility.

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 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.

19. **Salt Free Ice Melting**

The Owner acknowledges and agrees that the storm sewer system was designed with the Etobicoke Exfiltration System (EES) designed to replenish the groundwater in the Kars Esker. As a result, the Owner agrees that only salt-free agents may be used on site for winter maintenance of snow and ice. This includes, but is not limited to, all drive aisles, parking areas, sidewalks, and pathways.

20. Groundwater Recharge

The Owner agrees that the ground water recharge to the Kars Esker shall be implemented through construction of the stormwater management facilities enhanced through the incorporation a stormwater exfiltration system for local roads and parking areas, in accordance with the approved stormwater detailed design.

21. 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.

22. 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.

23. **Permission to terrace on neighboring property**

The Owner acknowledges and agrees to obtain permission from the landowner immediately south of the subject lands to complete the terracing as shown on the approved grading plan.

24. **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.

25. **Maintenance and Liability Agreement for Landscaping**

The Owner acknowledges and agrees it shall be required to enter into a Maintenance and Liability Agreement with the City, for those elements which are to be located in the City's Obsidian Street and the Future Greenbank Road rights-of-way, as shown on the approved Site Plan referenced in Schedule "E" herein, including all plant and landscaping material (except municipal trees) and walkways. The Maintenance and Liability Agreement shall be registered on title, at the Owner's expense, immediately after the registration of this Agreement. The Owner shall assume all maintenance and replacement responsibilities in perpetuity.

26. **Joint Use, Maintenance and Liability Agreement**

- (a) The Owner acknowledges and agrees to ensure that the future Condominium Corporation and the owner of the adjacent lands enter into a joint use, maintenance and liability agreement which shall be binding upon the owners and all subsequent purchasers to deal with the joint use, maintenance and liability of the common elements including, but not limited to, the sanitary sewers, watermain, major overland stormwater flow and

vehicular access providing the subject lands with a sanitary outlet and water service and vehicular access through the lands immediately north of the subject lands at 3718 Greenbank Road and any other elements located in the common property, for the mutual benefit and joint use of the owners, and the joint use, maintenance and liability agreement shall be filed with the General Manager, Planning, Real Estate and Economic Development.

- (b) The Owner shall file with the General Manager, Planning, Real Estate and Economic Development, an opinion from a solicitor authorized to practice law in the Province of Ontario that the joint use, maintenance and liability agreement is binding upon the owners of the land and all subsequent purchasers to deal with the matters referred to Paragraph (a).
- (c) The Owner acknowledges and agrees that the joint use, maintenance and liability agreement shall be registered on the Owner's land at no cost to the City, and a copy of the registered agreement shall be provided to the General Manager, Planning, Real Estate and Economic Development.
- (d) Prior to the registration of this Agreement, the Owner shall obtain a blanket easement, at no cost to the City, for the purpose of access and servicing (sanitary sewers, watermain and major overland stormwater flow), to the satisfaction of the City. The Owner shall provide a Reference Plan for registration, indicating the access and servicing 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.

27. 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 Greenbank Realignment frontage of the lands, measuring 23.2 metres from the centreline of 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.

28. **Parkland Dedication**

- (a) The Owner acknowledges and agrees that the conveyance requirement to the City is 1,222 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: one hectare per 600 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:

<u>Parkland Dedication Calculation</u>	
Residential unit count:	
stacked, back-to-back townhouse	90 ea
total:	90
Parkland Dedication rate: land conveyance (1ha/x units):	600
Parkland Dedication required sub-total:	0.1500 ha
	1,500 m ²
Parkland provided at subdivision (subtracted from requirement):	-244 m ²
Parkland Dedication Requirement - Land Conveyance:	1,256 m²

<u>Maximum Allowable Parkland Conveyance</u>	
Gross Land Area (as per Site Plan dated 09/23/2025):	12,217 m ²
Parkland Dedication maximum percentage:	10%
Parkland Dedication Requirement Maximum:	1,222 m²

<u>Parkland Dedication to be Provided</u>	
Parkland Dedication Requirement:	1,222 m ²
Land Conveyance	1,000 m²
Cash-in-Lieu of Parkland	222 m²

29. **Combination of Conveyance of Parkland and Cash-In-Lieu of Conveyance of Parkland**

- (a) Prior to registration of the Site Plan Agreement, the Owner shall convey parkland to the City, at no cost to the City, being **Part 2 on the draft 4R plan** (hereinafter referred to as “Parkland”), 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.
- (b) It is expressly acknowledged and agreed by the Parties that the conveyance of the Parkland represents an under-dedication of parkland in the amount of 222 square metres and that the Owner shall provide cash-in-lieu of

conveyance of parkland in addition to the Parkland to compensate for such under-dedication.

- (c) 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 3 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.

30. Parkland Requirements

- (a) The Owner shall be responsible for the construction and installation of the base park improvements for the parkland (the 'Base Park Improvements') at their sole expense and outside of the Park Development Budget.
- (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 parkland to site plan grades and to provide positive surface drainage, in accordance with the approved Grading and Drainage 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, spaced at 7m to 9m on centre, 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 parkland:
 - i. A 300mm diameter storm sewer and Catch Basin/Manhole at 2m inside the park property line;
 - ii. 150mm diameter sanitary sewer stub 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 (if required) 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 Parkland, save and except any utilities lines required by the City, and shall be removed and/or released from the Parkland, prior to the conveyance of the said lands to the City. Any utilities presently located within the Parkland, must be relocated at the Owner's sole expense.
- (d) Notwithstanding the transfer of the Parkland, the Owner acknowledges and agrees that the Owner will retain all liability for the transferred Parkland, until Final Acceptance of the Base Park Improvements and the completed park design & construction, 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 Parkland.
- (e) The Owner acknowledges and agrees that it is the responsibility of the Owner to rough grade the Parkland where necessary to meet Site Plan grades and provide for positive surface drainage across the Parkland, as per the approved Grading and Drainage Plan referenced in Schedule "E" hereto. If fill is required, it shall be comprised of clean earth borrow, compacted and leveled within the Parkland accordingly, as per the City Standards for park fill and rough grading. All at the expense of the Owner and outside of the Park Development Budget.

Any fill imported to the Parkland must be conducted in accordance with the

excess soils regulations, as amended or superseded. 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 or superseded. 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 Parkland 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 Parkland 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 Parkland 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 Parkland, 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 Parkland, 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 (the "Park Development Budget"). A park review and inspection fee will further be collected and is based on 4% (+HST) of the Park Development Budget 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 Parkland to facilitate rough grading of the area.

If the native topsoil has been removed from the Parkland, 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, if the Owner proceeds with the development of the Parkland under the Developer-Build park model, the Owner may use the Parkland 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 Parkland for stockpiling or staging, once this use of the Parkland is completed, and prior to any subsequent park construction activities occurring, all materials will be removed from the Parkland and geotechnical and soils reports will be prepared by a geotechnical engineer or geoscientist, licensed in the Province of Ontario, and will be submitted for approval by the City. The geotechnical and soils reports shall confirm that the subgrade is suitable for its intended use and that no contaminants have been deposited on the Parkland. The geotechnical report must indicate the level of soil compaction across the site and that the soils conform to City Standards and are suitable for tree and grass growth, to the satisfaction of the General Manager, Planning, Development and Building Services.

The Owner agrees that any remediation required to the Parkland as result of the Owners use of the Parkland will be at the Owner's expense and will be in addition to the Park Development Budget and such remediation work

shall be completed to the satisfaction of the General Manager, Planning, Development and Building Services.

- (l) Prior the construction of the final design of the Park Block, the Owner acknowledges and agrees to undertake a geotechnical and soils analysis of the Parkland 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 Parkland 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, verification to the satisfaction of the City's Reality Initiatives & Development Branch that the proposed land is suitable for park use in accordance with provincial legislation and regulations. This verification will include, but is not limited to, a report documenting the soil and/or groundwater conditions on site at the substantial completion of the park construction. The soil and groundwater on site are to meet the appropriate O.Reg. 153/04 Site Condition Standards.

The Owner agrees that where an RSC is required, 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.

31. Park Design and Construction

- (a) The Owner acknowledges and agrees to design and construct at its cost the Parkland, identified as **Part 2 on the draft 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 or superseded) for the park(s). The plans and documents will detail the designs, costs and amenities to be provided on the Parkland. 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 Parkland to the Base Park Improvements including, but not limited to, park servicing 2m inside the park property line, filling of the Parkland to meet the approved Grading and Drainage Plan referenced in Schedule "E" hereto, and removal of trees. 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 Parkland, including any trees identified for preservation, with the City Park Planner, Recreational, Cultural & Facility Services Department. The opportunity to retain existing vegetation on the Parkland, 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 Parkland and the specific trees to be retained within the Parkland 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 Parkland must be completed to the satisfaction of the General Manager, Planning, Development and Building Services within two years of registration, or at such date as approved in writing by the General Manager, Recreation, Cultural and Facility Services.

32. Protection of Public Parkland

- (a) Save and except as contemplated by the above conditions dealing with the Owner's use of the Park Block (condition K) and geotechnical assessment of the parkland (condition 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 Parkland. Furthermore, the Owner shall neither remove nor permit to be removed any fill, topsoil, trees, vegetation or shrubs from on the Parkland, without the prior consent of the General Manager, Planning, Development and Building Services.
- (b) The Owner shall cause the lands conveyed, designated as **Parts 2 on the draft 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 **Part 2 on the draft 4R-plan**. 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.

- (c) Trees or shrubs which have been or are hereafter removed from the Parkland in contravention of the Site Plan Agreement shall, at the City’s option, be replaced by the Owner, at the expense of the Owner, with nursery stock of a variety and quality equivalent to or better than the trees and/or shrubs removed.

33. 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.”

March 13, 2026

Date



Geraldine Wildman, Development
Review South, Planning, Development
and Building Services Department

SITE PLAN CONTROL APPROVAL APPLICATION SUPPORTING INFORMATION

File Number: D07-12-25-0068

SITE LOCATION

4159 Obsidian Street, and as shown on Document 1.

SYNOPSIS OF APPLICATION

- The subject site, municipally known as 4159 Obsidian Street is located in Barrhaven South, within a low-rise residential neighbourhood. The site is a 1.22-hectare rectangular parcel with approximately 117 metres of frontage along Obsidian Street. Bounded by a low-rise Planned Unit of Development (PUD) consisting of back-to-back stacked dwellings to the north, Obsidian Street to the west, the Greenbank Road Realignment corridor and Southwest Transitway Extension to the east and vacant land to the south. The subject site represents Phase 7 of Mattamy's Half Moon Bay South community. The subject site is currently undeveloped.
- The site was draft approved as part of a larger residential subdivision in September 2023 (D07-16-21-0024).
- The Site Plan Control application proposes to develop the subject site as a PUD consisting of 90 back-to-back stacked dwellings within five (5) blocks, each stacked dwelling will have a height of three (3) storeys. The proposed dwelling blocks will be constructed around the perimeter of the subject site with parking internal to the development. A rectangular-shaped area of approximately 1,000 square metres along Obsidian Street will be conveyed to the City of Ottawa for a parkette.
- Vehicular access to the subject site is proposed from the development to the north of the subject site at 3718 Greenbank Road, which was also developed by Mattamy and has existing access to Obsidian Street. A total of 105 vehicular surface parking spaces and 48 bicycle parking space will be provided. The development will also feature two private outdoor communal amenity areas for the resident in addition to private outdoor amenity space in the form of porches and balconies. Pedestrian circulation throughout the development will be provided by a series of walkways that will connect to existing sidewalks along Obsidian Street, and to future Greenbank Road.

Residential Units and Types

Dwelling Type	Number of Units
Stacked	90

Related Applications

The following applications are related to this proposed development:

- Zoning By-law Amendment – D02-02-25-0031
- Plan of Subdivision – D07-16-21-0024

DECISION AND RATIONALE

This application is approved for the following reasons:

- The application is consistent with the Provincial Policy Statement.
- The proposal meets the Official Plan policies within the Neighbourhood designation in the suburban transect by providing a diversity of housing options within 200m of the future Kilbirnie transit station.
- The proposal is generally consistent with the Barrhaven South Urban Expansion Area Community Design Plan, specifically policies and guidelines relating to residential site design and building form.
The application complies with the zone General Mixed Use, Exception 2800, Maximum Height 14.5 metres – GM [2800] H(14.5).
- The proposed development represents good planning.

PARKLAND DEDICATION

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

CONSULTATION DETAILS

Councillor's Comments

Councillor David Hill 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

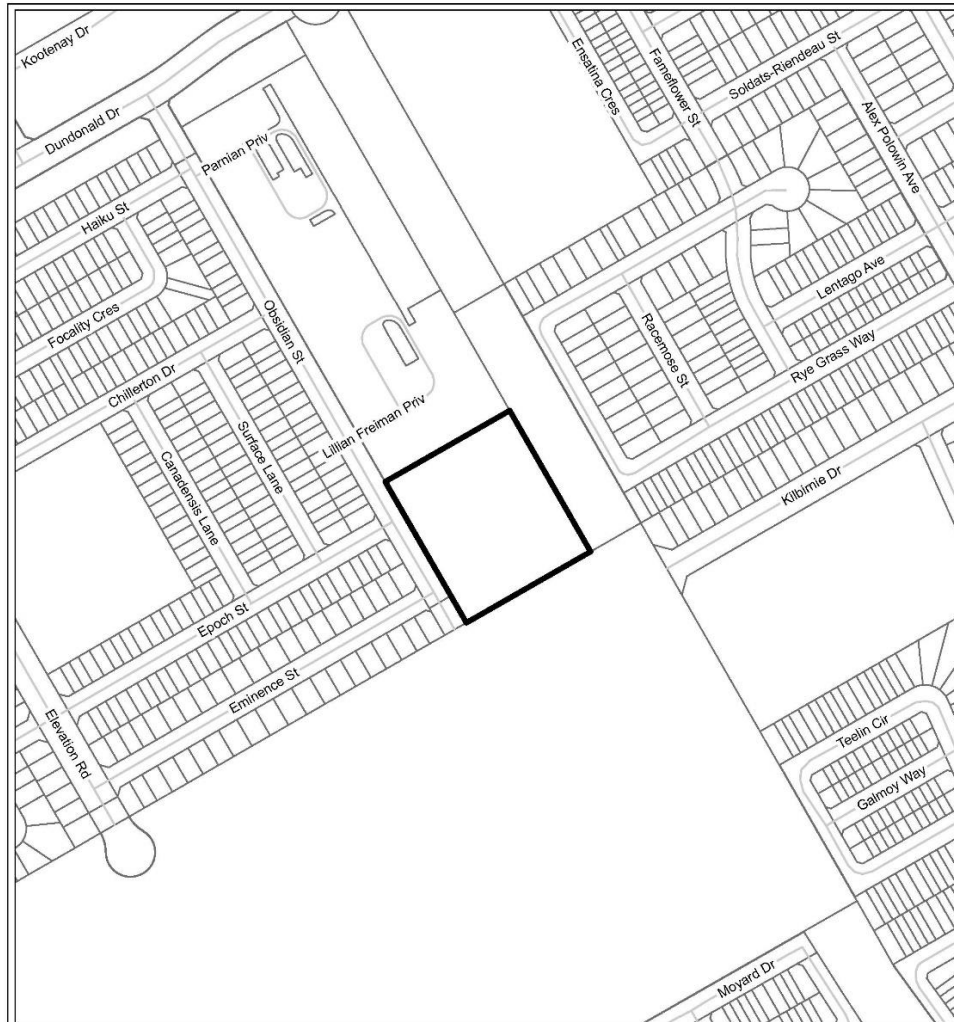
N/A.

APPLICATION PROCESS TIMELINE STATUS

This Site Plan application was not processed by the On Time Decision Date. The Council approved timeline has not been met due to the complicated nature of the file.

Contact: Tracey.Scaramozzino@ottawa.ca, Tel: 613-580-2424 x12545 or Jaime.mallory@ottawa.ca, 613-580-2424 x70476.

Document 1 – Location Map



		LOCATION MAP / PLAN DE LOCALISATION ZONING KEY PLAN / SCHÉMA DE ZONAGE SITE PLAN / PLAN D'EMPLACEMENT	
D02-02-25-0031	25-0696-X	 4159 rue Obsidian Street	
D07-12-25-0068			
I:\CO\2025\ZKP\Obsidian_4159			
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REVISION / RÉVISION - 2025 / 06 / 05			

Document 2 – Proposed Site Plan

