

Ontario Land Tribunal
Tribunal ontarien de l'aménagement
du territoire



ISSUE DATE: March 22, 2022

CASE NO(S): OLT-21-001620
(Formerly PL200195)

PROCEEDING COMMENCED UNDER section 34(11) of the *Planning Act, R.S.O. 1990, c. P. 13, as amended.*

Appellant: ClubLink Corporation ULC
Subject: Application to amend the Zoning By-law – Refusal or neglect to make a decision
Description: To permit the redevelopment of the lands for residential and open space uses, including 1502 residential units which will be mixed between detached, townhouse and mid-rise apartments.
Reference Number: D02-02-19-0123
Property Address: 7000 Campeau Drive
Municipality/UT: Ottawa/Ottawa
OLT Case No: OLT-21-001620
Legacy Case No: PL200195
OLT Lead Case No: OLT-21-001620
Legacy Lead Case No: PL200195
OLT Case Name: ClubLink Corporation ULC v. Ottawa (City)

PROCEEDING COMMENCED UNDER section 51(34) of the *Planning Act, R.S.O. 1990, c. P. 13, as amended.*

Appellant: ClubLink Corporation ULC
Subject: Proposed Plan of Subdivision – Failure of Approval Authority to make a decision
Description: To permit the redevelopment of the lands for residential and open space uses, including 1502 residential units which will be mixed between detached, townhouse and mid-rise apartments.
Reference Number: D07-16-19-0026
Property Address: 7000 Campeau Drive
Municipality/UT: Ottawa/Ottawa
OLT Case No: OLT-21-001622
Legacy Case No: PL200196

OLT Lead Case No: OLT-21-001620
Legacy Lead Case No: PL200195

Heard: January 17, 2022 to February 14, 2022 by video hearing

APPEARANCES:

Parties

Counsel

Clublink Corporation ULC
("Clublink/Applicant/Appellant")

Mark Flowers
Kyle Gossen

City of Ottawa ("City")

Timothy Marc

Kanata Greenspace Protection
Coalition ("KGPC/Coalition")

Sylvain Rouleau

DECISION DELIVERED T.F. NG AND C. HARDY AND ORDER OF THE TRIBUNAL

INTRODUCTION

[1] This was the Hearing in the matter of appeals by Clublink Corporation ULC (the "Applicant/Appellant/Clublink") pursuant to s. 34(11) of the *Planning Act* (the "Act") from the failure of the City of Ottawa ("City") to make a decision with respect to an application for a Zoning By-law Amendment ("ZBA") within the statutory time period, and pursuant to s. 51(34) of the Act, from the failure of the City to make a decision on an application for approval of a Plan of Subdivision within the statutory time period, with respect to the Applicant's lands comprising 70.89 hectares ("ha") municipally known as 7000 Campeau Drive in the City ("subject lands/subject property").

[2] The proposed ZBA and Plan of Subdivision were requested to facilitate the redevelopment of the existing Golf Course on the subject lands. The proposed development consists of a total of up to 1,480 residential units in the subdivision, of townhouses, semi-detached homes, apartment units and single detached family homes, as well as parks and public open spaces.

[3] Kanata Greenspace Protection Coalition (“the Coalition/KGPC”) was granted party status at a previous Case Management Conference (“CMC”) as its membership generally comprises residents of the existing residential development adjacent to the Golf Course and it has an interest, as regards potential impacts of the proposed development.

[4] Participant status was also granted to (9) nine individuals at a previous CMC. Their participant statements were taken into consideration by the Panel.

PRELIMINARY MATTERS

[5] At the hearing on the first day, January 17, 2022, the City and the Applicant brought Motions to Adjourn and to Strike Averments, respectively.

[6] The Panel heard the Motion to adjourn first and then the Motion to strike averments. City’s Motion to adjourn was denied and Applicant’s Motion to strike averments in Douglas Nuttall’s statement was allowed. The reasons are set out in the following paragraphs.

Motion to Adjourn

[7] The City’s Notice of Motion dated December 29, 2021 (“Motion to Adjourn”) was supported by the Coalition (Notice of Response to Motion dated January 4, 2022) but was opposed by the Applicant by Notice of Response to Motion dated January 6, 2022 together with the Affidavit in support.

[8] The grounds for the Motion to Adjourn were set out in the City’s Notice of Motion, the Affidavit in support and oral submissions. The City submitted that the witness statements of the Applicant referred to an updated stormwater management design that has not been provided to the City or the Coalition. The City noted that stormwater management is complex on the Subject Property and a submission from the Applicant detailing a viable means of addressing stormwater. The City argued that they required

a full package for review and stormwater management is part of that package. The City advised the Tribunal that a minimum of (7) seven weeks was necessary to comprehensively review the updated stormwater management design once it was provided by the Applicant.

[9] During oral submissions, the City elaborated on the seven week timeline noting that once the new submission is received, it would be circulated among various departments to enable the City to meaningfully respond. The City argued that stormwater is a key component of the hearing and as such, the hearing should not proceed until the parties have received a full package from the Applicant.

[10] The Coalition added further grounds in support of the Motion to Adjourn. The Coalition argued that the parties prepared their witness statements based on a stormwater management design that is no longer being proposed by the Applicant as indicated in the expert witness statements of the Applicant. The Applicant has not made the new stormwater management design available to the parties for review and comment prior to the start of the hearing.

[11] During oral submissions, the Coalition argued that a phased hearing is not appropriate in this circumstance. The Coalition and the City are opposed to a phased hearing as groupings of evidence cannot be made and there is no clear division of issues. They argued that the Application is not ready to proceed and the hearing should not be phased.

[12] The Applicant opposed the Motion to Adjourn. The Applicant argued that the proposed stormwater management design in question is essentially the same as that submitted to the City in the Second Submission. In addition, any further stormwater management analysis could occur after subdivision approval during detailed engineering design. The Applicant argued that they would suffer prejudice if the hearing was adjourned at this late stage.

[13] The Applicant noted that if the Tribunal were in favour of granting the

adjournment, the hearing could be phased so that issues relating to stormwater management could be adjourned to a future date, but the remaining issues could be adjudicated without delay.

[14] The Applicant in oral submissions argued that there was no change being proposed to the location or number of stormwater management ponds, nor were there any changes to where storm flows were proposed to drain. They argued that there are two matters before the Tribunal, the proposed ZBA and the proposed Draft Plan and no changes are being made to the matters that are before the Tribunal.

[15] After carefully considering the submissions of the parties, the Tribunal orally dismissed the City's Motion to Adjourn and the Coalition's Response to Motion. The Tribunal found that it is in the interest of all parties that the hearing process be managed in an efficient manner.

[16] Under Rule 17.1 of the Ontario Land Tribunal *Rules of Practice and Procedure*, hearing events will take place on the date set unless the Tribunal agrees to an adjournment. Pursuant to Rule 17.4, the Tribunal will grant last minute adjournments only for unavoidable emergencies, such as illnesses so close to the hearing date that another representative or witness cannot be obtained.

[17] The reasons stated for the adjournment do not amount to an emergency. The Tribunal found that there were no special circumstances in this case. Further, there was no serious hardship demonstrated by either the City nor the Coalition if the hearing were to proceed as scheduled.

[18] There is delay in the request for an adjournment as the stated reason, "of another submissions requirement", was known for at least seven months from June 2021 (the date of the 3rd Submission).

[19] This Motion was presented at the eleventh hour and the Applicant would suffer prejudice if the Motion to Adjourn was granted as the Applicant's application was made

more than (2) two years ago.

[20] The parties and witnesses were all present and ready to proceed and the Tribunal was in a position to make its decision based on the planning instruments before it.

Motion to Strike Portions of the Affidavit of Douglas Nuttall

[21] The Tribunal then addressed the Applicant's motion to strike portions of the Affidavit of Mr. Nuttall filed by Notice of Motion dated December 29, 2021 ("Motion to Strike"). The Motion to Strike was opposed by the Coalition by Notice of Response to Motion dated January 7, 2022. The City did not take any position on the Motion to Strike.

[22] The grounds for the Motion to Strike were set out in the Applicant's Notice of Motion, Affidavit in support and oral submissions. The Applicant argued that references in Mr. Nuttall's witness statement relating to a restrictive covenant must be struck as they are irrelevant to the planning process and are outside of the Tribunal's jurisdiction. The Applicant further argued that Mr. Nuttall's responses to certain issues should also be struck as they relate to matters outside of Mr. Nuttall's area of expertise. The Applicant requested that the Tribunal direct the Coalition to provide the parties with a revised witness statement of Mr. Nuttall with the noted references deleted.

[23] The Applicant noted that the City did not respond to the Motion to Strike, nor identify the restrictive covenant as something that required consideration. The restrictive covenant was not included in the Issues List as a matter that would be adjudicated at the hearing. The restrictive covenant is a private agreement outside of the Tribunal's jurisdiction and should be inadmissible.

[24] The Applicant further argued that Mr. Nuttall's responses to issues in his witness statement relating to land use planning and parkland be struck. Mr. Nuttall is a Civil Engineer and the Applicant put forward that the paragraphs in the witness statement

that are the subject of the Motion to Strike are outside of Mr. Nuttall's area of expertise as a professional engineer.

[25] The Coalition opposed the Motion to Strike. The Coalition argued that to properly review and design a stormwater management system one must review existing conditions, which in this case included parameters established by the restrictive covenant. Without a review of historical documents, such as the restrictive covenant, the parties would not have a complete picture of the surrounding area and the realities within which the Subject Property's stormwater management system must be designed.

[26] With respect to matters outside of Mr. Nuttall's area of expertise, the Coalition argued that Mr. Nuttall adopted findings contained within Dennis Jacobs' witness statement when commenting on parkland and planning issues. The Coalition noted that this is a common practice among expert witnesses.

[27] The Coalition argued that the Tribunal could consider the restrictive covenant, even if it is outside of its jurisdiction, in order to gain an understanding of current conditions and limitations that exist on the Subject Property.

[28] After carefully considering the submissions of the parties, the Tribunal orally allowed the Motion to Strike and the orders requested. The Coalition's Response to Motion was denied. The Tribunal found that it has no jurisdiction to consider the restrictive covenant, which is a private contractual matter between the parties. The Tribunal agrees with the Ontario Municipal Board (in a matter respecting a similar 40% agreement between the City and a developer) where the Board found that it does not have jurisdiction to address the 40% Agreement, as it is a private agreement between the City of Ottawa and KNL Developments Ltd., which these two parties can amend without notice to or the consent of residents, and the Board has no free standing jurisdiction to interpret contracts. (see: *The Greenspace Alliance of Canada's Capital v KNL Developments Ltd.* O.M.B. Case No. PL040841, September 26, 2005).

[29] The private agreement is being litigated in the courts and further, this Tribunal

finds that a review of the restrictive covenant is not required in order to understand stormwater management on the Subject Property or surrounding lands.

[30] With respect to Mr. Nuttall providing opinions on land use planning and parkland, the Tribunal finds that this is outside of his area of expertise as a professional engineer. The Tribunal directed that the paragraphs and attachment referring to the restrictive covenant and parkland dedication be struck from Mr. Nuttall's witness statement and that the Coalition submit an amended witness statement to the parties and the Tribunal.

HEARING

[31] Subsequent to the Panel's disposition of the Motions, hearing of the subject matter of the Appeals commenced from the second day and ended on the fifteenth day.

[32] The Parties listed some forty three issues with a fair amount of duplication of issues. In the course of the hearing, on January 26, 2022 the City withdrew some sub-issues and made concessions as follows:

1. City withdrew sub issue PPS s.1.1.1(b) and s.1.1.3.4 from Issue 2 and Issue 23
2. City withdrew sub issue Clause 2(q) in Issue 3 and Issue 24
3. City withdrew issue 8.
4. City withdrew issue 11 (noting it will not seek additional open spaces in the Tribunal hearing but will contend in the courts that the subject lands shall wholly remain as open spaces. NB. The City and the Applicant are in court over an agreement pertaining to the subject property).

[33] The Panel permitted the withdrawals and directed that the Coalition can continue to call evidence on the matters identified in the Coalition's issues. As for evidence

already presented by witnesses, the Tribunal will decide on the appropriate weight to be given.

[34] When Issue 43 (on draft plan conditions) was brought up, the City proposed to draft conditions of Draft Plan Approval in case the Tribunal finds in favour of the Draft Plan. The parties concurred and requested January 27 and 28, 2022 to be taken off to enable the City time to prepare draft conditions for circulation. Parties then returned on January 31, 2022 (Monday) with the draft conditions (which the Applicant and the Coalition made suggested changes and revisions to). During the course of hearing, all parties had the opportunity to put questions to their own witnesses and to opposing witnesses as regards these proposed conditions of draft plan approval.

Issues

[35] The Tribunal views that the Issues are essentially the following:

1. Are the Golf Course lands to remain as privately owned open spaces to serve the existing residential community?
2. Does the proposal benefit the residential community with respect to the existing and future residents in the area?
3. Is the proposed development premature?
4. Does the ZBA and Draft Plan of Subdivision ("DPS") meet the requirements of the policy and legislative framework?
5. Can the DPS be approved subject to conditions?
6. Is the proposed development compatible with the existing neighbourhood character, in the public interest and represents good land use planning?

[36] The core issue, after further distillation mainly appears to be encapsulated by Issue No. 6 above. The question of whether the proposal is compatible with the existing residential neighbourhood that surrounds the Golf Course, represents good planning and in the public interest.

[37] The evaluation of compatibility is tested with the proposed instruments ZBA and DPS as against the Provincial Policies and Legislative Framework that apply to these

applications.

Witnesses

[38] The Applicant called a total of twelve expert witnesses, the City called two experts and the Coalition called three experts as follows:

Applicant

1. Peter Smith – Land use planner
2. Silvano Tardella – Landscape Architect and Urban, Community Designer
3. Andrew McKinley – Ecologist and Environmentalist
4. Andrew Boyd – Forrester and Arborist
5. Mark Jamieson – Transportation and Traffic Engineer
6. Mark D’Arcy – Environmental Engineer
7. David Gilbert – Geotechnical Engineer
8. Nicholas Zulinski – Hydrogeologist
9. Stephen Pichette – Civil Engineer
10. Jean-Francois Sabourin – Water Resources Engineer
11. Paul Villard – Geomorphologist
12. Jennifer Hemmings – Landscape Architect and Park Planner City

City

13. Laurel McCreight – Land use Planner
14. Gabrielle Schaeffer – Civil Engineer Coalition

Coalition

15. Dennis Jacobs – Land use Planner
16. Stephen Quigley – Environmental Engineer
17. Douglas Nuttall – Water Resource and Watershed Engineer

[39] All experts were duly affirmed and qualified to give expert opinions in their respective specializations by the Tribunal. Exhibits marked at the hearing are attached as Attachment 2 to this decision.

[40] The Tribunal finds that the witnesses fall into two groups. The City and the Coalition are strongly in opposition to the redevelopment of the existing golf course lands which is the subject property that the proposed development is sited. The

evidence of the witnesses for the City and the Coalition is given in support of that position.

[41] The contrary position is firmly held by the Applicant's expert witnesses who collectively mounted evidence in support of the redevelopment of the subject property.

[42] Having heard the evidence and the submissions, the Tribunal prefers and is persuaded by the opinion evidence of the Applicant's expert witnesses who generally are highly qualified in their disciplines, displayed independence of opinion and demonstrated that their opinions are proffered fairly and in an unbiased manner. These traits were often evident in cross-examination when the answers given were direct and fairly to the point.

[43] The Tribunal finds in favour of the redevelopment, that the proposal represents good land use planning, and that it is in the public interest. The reasons are as set out herein after careful consideration of the policy and legislative framework, the appeal documentation and the evidence.

Site Context

[44] The subject property is currently occupied by the Kanata Golf and Country Club which consists of an 18-hole golf course, a two-storey clubhouse and a large surface parking lot.

[45] The subject property is approximately 70.89 ha, is located within the "General Urban Area" designation of the City Official Plan ("OP") and is currently zoned O1A, Parks and Open Space Zone, Subzone A by the City Zoning By-law No. 2008-250, as amended (the "ZBL"). The parent O1 Zone permits environmental preserve and educational areas, parks and urban agriculture and the O1A subzone permits a golf course as an additional permitted use.

[46] The subject property is located within the low-rise residential neighbourhood of

Kanata Lakes. The subject property fronts onto Campeau Drive, which is a major east-west arterial road. There is also frontage along abutting roads including Knudson Drive, Beaverbrook Road and Weslock Way. The Kanata Town Centre is south of Campeau Drive and comprises a mix of medium density uses.

[47] The subject property is split into (4) four parcels which are separated by a local road network.

- a. Parcel A, the southerly parcel, is the largest parcel (approximately 43.1 hectares) which is irregular in shape having three prongs emanating from Campeau Drive. Parcel A largely fronts onto Campeau Drive and fronts onto Knudson Drive at four locations including two pedestrians only connections. Currently Parcel A is occupied by the golf course, the 2-storey clubhouse near its southwest corner, an accessory building, a storage yard and a 1-storey garage.
- b. Parcel B, the easterly parcel (approximately 9.54 ha) is located on the east side of Knudson Drive and is long and narrow in shape. Parcel B has frontage on Beaverbrook Road to the north and Weslock Way to the northwest.
- c. Parcel C, the northerly parcel (approximately 2.36 ha), is the smallest parcel and is located north of Beaverbrook Road and north of Parcel B. Parcel C has frontage on Beaverbrook Road.
- d. Parcel D, the westerly parcel (approximately 15.98 ha) is on the west side of the subject property and has frontage onto Knudson Drive. Parcel D is located across Knudson Road to the north of Parcel A.

[48] With respect to services, the subject property is within an existing community which has facilities and services including public transit, schools, public parks and active and passive recreational facilities. The Applicant's proposal includes additional facilities

and services that will be within walking distance of each of the new residential units being proposed.

[49] The subject property is located between the Kanata Lakes neighbourhood to the west and north and the Beaverbrook neighbourhood to the east. The Kanata Town Centre is located to the south of the subject property across Campeau Drive. The areas surrounding the subject property contain a mix of dwelling types including detached, semi-detached and townhomes. The south side of Campeau Drive facing Parcel A comprises a mix of medium density uses, including three 16-storey buildings with rental apartments. The subject property is well served by public transit. The Terry Fox Bus Rapid Transit Station is about 950 metres (“m”) walking distance from the subject property. The City has also completed an Environmental assessment for the extension of Light Rail Transit service to Kanata Town Centre with eight new transit stations including Terry Fox station.

[50] There is a pre-existing development agreement relating to the subject property that is commonly referred to as the “40% Agreement” (“40% Agreement”). The 40% Agreement was in place prior to the Applicant acquiring the subject property and relates to the overall development of the area. There is currently an ongoing legal dispute with respect to the interpretation and applicability of the 40% Agreement.

Proposed Development and Applications

[51] The development proposal for the subject property described below evolved over a number of years. The Applicant filed three separate submissions with the City and the City provided comments on each submission. Each submission was adjusted to respond to various concerns resulting from commenting agencies, City comments and interested stakeholders.

[52] The 1st submission was filed with the City on October 8, 2019 (“1st submission”) and was deemed complete on October 17, 2019. A formal public meeting was held on November 25, 2019. The City provided technical comments to the Applicant on

December 19, 2019. The Applicant appealed to the Tribunal on March 6, 2020. The 1st submission proposed 37.80 ha of residential land (1502 dwelling units), 19.44 ha of open space and 13.65 ha of roads.

[53] The 2nd submission was filed with the City on July 15, 2020 (“2nd submission”) to respond to comments made regarding the 1st submission. The City provided technical comments to the Applicant on the 2nd submission on October 9, 2020. City Planning Committee considered the Draft Plan and ZBA on November 26, 2020 and carried the staff report recommendation to not approve the Draft Plan and refuse the ZBA. On December 9, 2020 City Council voted in favour of the City Planning Committee’s recommendation to not approve the application. The 2nd submission proposed 36.92 ha of residential land (1544 dwelling units), 20.06 ha of open space and 13.91 ha of roads.

[54] The development proposal now before the Tribunal (“Proposed Development”) is the 3rd submission filed with the City on June 17, 2021. It proposes a subdivision consisting of a variety of dwelling types and land uses, including residential uses, four parks and four stormwater management facilities, which will be conveyed to the City. The Proposed Development would divide the subject property into 33.16 ha of residential land which comprises 1,480 dwelling units. It would also include 23.14 ha of open space (comprising parks, stormwater management ponds, additional open space and landscape buffers), and 14.59 ha of roads. The City provided technical comments to the Applicant on the Proposed Development on October 18, 2021.

[55] The Proposed Development is organized so that it transitions from higher product along Campeau Drive down to single-detached product. Single-detached homes will be located in areas backing onto existing single-detached homes. Townhomes will not back onto any existing or new single-detached homes. In addition, there are proposed vegetative buffers which will separate all existing dwellings from new dwellings.

[56] The proposed ZBA would rezone the subject property from O1A to various residential zone categories, including R1T (Residential First Density Zone), R3V (Residential Third Density Zone), and R5A (Residential Fifth Density Zone), as well as

O1 (Parks and Open Space Zone).

Issue. 1:

Are the Golf Course lands to remain as privately owned open spaces to serve the existing residential community?

[57] City and the Coalition emphasized the historical aspects of the development of the Golf course. From the 80s/90s when the then Kanata City (now Ottawa) permitted the development, it was contended that there was a requirement to keep the golf course lands as green open spaces. This is the alleged 40% agreement which according to the Coalition is written into the City's Official Plan section 4.10.5. The Coalition did stress the application of this section through the opinion evidence of Mr. Jacobs.

[58] The Coalition contends that the 40% Agreement was an agreement to facilitate the development of 60% of the lands, in exchange for an agreement that the remaining 40% would be maintained as areas of recreation and open space and natural areas. The Coalition said a review of the 40% Agreement and the Genstar Concept Plan ("GCP") will assist in understanding the purpose of policy 4.10.5 of the OP, which was to implement the 40% Agreement's intent as open space within the OP. The use of a historical document like the GCP, according to the Coalition, is both appropriate and relevant, especially in circumstances where the text of the OP fails to provide complete guidance, or where there is disagreement on the interpretation of an OP policy.

[59] The Coalition alleges that this 40% open space was to consist of four (4) types of areas: (a) the 18-hole Golf Course; (b) the Storm Water Management Area; (c) the natural environmental areas; and (d) the lands to be dedicated for park purposes.

[60] The City introduced section 4.10.5 of the OP to support the 40% agreement. The Coalition added that this interpretation is supported by a reading of the 40% Agreement as well as section 8 of the Parkland Dedication By-law, which the Coalition claimed, provides explicitly that the regular rates do not apply to the subject property as there is an agreement that the area be developed as open space. As such, to rezone and

develop the lands for urban residential purpose would not conform with section 4.10 of the OP and would necessitate an amendment to the Plan prior to any proposal to rezone for residential development.

[61] According to the Applicant, the historic use of the subject lands as a golf course is not determinative of future land use. Land use planning is not static, and the OP specifically contemplates ZBA applications to change the use of private golf courses.

[62] The Applicant's position is that compliance lies with the general requirements of parkland dedication as found in the OP and the Parkland Dedication By-law. The GCP was not a document referenced in the OP and has no force or effect.

[63] Section 4.10.5 is worded as follows: Policies Parkland Dedication, Policy 5 "Notwithstanding policies 2,3 and 4 above, parkland dedication requirements for development or redevelopment on land in b) The area of Kanata Lakes defined in the Parkland Dedication By-law: the parkland requirements for all development that is subject to the legal agreement to provide 40% greenspace, will be determined based on that agreement".

[64] The Applicant explained that the terms of the agreement are to be read and understood as between the parties to the agreement. The Coalition is not a party to the agreement. Nevertheless, this 40% agreement is under appeal before the courts. In any event, the Tribunal finds that it has no jurisdiction to decide upon its application. In a planning appeal matter before the Tribunal, it is mandated to decide based on the planning policies framework and will not be bound by other jurisdictional processes.

[65] According to the Applicant, the particular section of the OP only speaks about parkland dedication. Looking at the parkland dedication by-law, it is clear that the proposal's parkland provision exceeds that which was required in the Parkland Dedication By-law No. 2009-95. The By-law requires up to 10 % to be dedicated, whereas the proposal intends some 30% as parklands and open space which exceeds what is required.

[66] The subject property is privately owned open space which, although accessible to the existing residents, through paths and backyards, is nevertheless, private property. Unauthorized people who wander onto the subject property are properly termed as trespassers. The subject property is not designated Major Open Spaces, but is designated General Urban Area in the OP, which “permits the development of a full range and choice of housing types to meet the needs of all ages, incomes and life circumstances”.

[67] The redevelopment will convert the private open spaces to public open spaces (parks and open spaces will be conveyed to the City) which will be publicly maintained and publicly accessible.

[68] While the subject lands are currently privately owned, approximately 30% of the lands would be conveyed to the City for public open space under the proposal, including four new public parks.

[69] There is no need for an Official Plan Amendment or a Community Planning Study. Ms. McCreight for the City and Mr. Smith for the Applicant agree that neither an Official Plan Amendment (“OPA”) nor a broader community planning study is required.

[70] Thus, the Coalition’s Mr. Jacobs’ opinion that an OPA is required based on policy 4.10.5 of the OP is incorrect, as this policy deals solely with parkland dedication requirements, which the proposal exceeds.

[71] The Tribunal finds that this proposal is beneficial to the existing residential community. Currently, non-Golf member residents in the adjacent residential community engage in off season activities in the Golf course lands, in all likelihood, as trespassers. With the redevelopment, access to public open spaces and amenities will be accessible year round.

[72] The Tribunal agrees with the Applicant that the subject property’s private open spaces are not for general public use and random people who walk on those lands are

likely trespassing. The Tribunal finds that the private open spaces are not there to serve the general existing residential community.

Issue No. 2:

Does the proposal benefit the residential community with respect to the existing and future residents in the area?

[73] One of the benefits to the existing community, as discussed in Issue 1, is that private open spaces will become public open spaces available all year round. In addition, when the spaces are transferred to the City, they will be maintained by the City.

[74] In Mr. Smith's and Ms. Hemmings' opinion, the proposed amount of open space and mid-block connections are appropriate.

[75] Through the resubmission process, the proposed open space areas have increased to a total of 23.14 ha, which represent approximately 32.6% of the overall site. The open space areas will preserve existing natural heritage features, including Significant Woodlots. Appropriate mid-block connections are provided throughout Parcels A, B and D, both for vehicles and active transportation.

[76] The redevelopment will be in line with the provincial goal of creating healthy, safe and complete communities. Existing residents will benefit from the increased landscaping, the creation of connected pathways and roads, preservation of wooded treed areas, creation of public amenities, open spaces environment that are revitalized that breathe new life to this community.

[77] New residents who purchase in this proposed development will benefit from the varied types of housing that range from apartments, townhouses, semi-detached and detached dwellings. The Province's and the City's objectives of providing affordable housing will bring in new residents to this existing residential community. The proposal is a sustainable development catering to healthy family lifestyles and maximizing

efficient use of municipal infrastructure and services.

[78] The Tribunal finds that this infill and intensification of the subject lands, through the provision of a total of 1,480 units of residential housing is beneficial to the existing and future residential community in this area.

Issue No. 3:

Is the proposed development premature?

[79] The City and the Coalition argue that the proposal is premature.

[80] Their witnesses mainly are of the opinion that the Storm Water Management ("SWM") measures are lacking in detail and as such it is premature to consider the matter of DPS. Hence, the entire proposal and applications are vitiated by prematurity.

City's Position

[81] The resolution of storm water issues in respect of development in the area tributary, or seeking to be tributary, to the Beaver Pond is a significant concern. In respect of KNL Developments (another development in the vicinity), which was granted draft approval in 2006, Phase 9 is only being developed now and the resolution of storm water issues for Phases 7 and 8 has not yet taken place.

[82] Although detailed reports were submitted by the Applicant's consultant through the three formal submission packages, a viable storm water approach was not found.

[83] The details of the current proposal are much more limited to the summary sheets brought forward in the attachments to the Reply Witness Statements of Stephen Pichette and Jean-Francois Sabourin, the City added.

[84] Significant gaps in knowledge continue such that the City continues to regard that it is premature to grant draft approval.

[85] The storm water model of record, the AECOM model, was developed over a period of five years from 2010 to 2015. It was a City-led process with input from several stakeholders including the National Capital Commission (“NCC”), the Ministry of the Environment, Conservation and Parks (“MECP”) and the Mississippi Valley Conservation Authority (“MVCA”).

[86] Input was also received from developers with Mr. Sabourin providing comments on behalf of KNL Developments (the developer of the KNL lands in the vicinity of the subject property). The City noted that Phases 7 and 8 of the KNL lands are not being developed yet, and Phase 9 is currently under construction. This means that the AECOM model was finalized prior to the development of the KNL lands.

[87] In addition to having to address the precipitation that currently falls on the subject property, the golf course lands also receive drainage from some 70 ha of additional residential land that was developed along with the completion of the golf course.

[88] It is not disputed by any party to this hearing that there is a need to update the AECOM model if the subject property is to be developed. The City stated that a meeting took place on January 12, 2022 to discuss the update of the model but the only resolution that was arrived at was that further meetings will be necessary.

[89] The City submitted that as with the current AECOM model of record, the update of this model cannot be left to one party, but ought to be a similar City-led process involving the same stakeholders as the original 2010-2015 process as all continue to have an interest. As with KNL this process should be undertaken before the subject lands are developed.

[90] In the Functional Servicing Report, there are nine existing City storm water easements identified, in which there are changes proposed in eight of them. Given the position of Council with respect to this development, it cannot be assumed that the consent of the City to changes to or within these easements and pipes will be forthcoming.

[91] The City stated that Mr. Pichette, for the Applicant, has acknowledged that modifications to the draft plan of subdivision will be necessary if permission to modify existing easements is refused. The City submitted that draft approval of this subdivision is premature until a storm water design is determined that does not require modifications to or within existing City easements.

[92] The City submitted that the information provided with respect to Low Impact Development Techniques ("LIDs") is inadequate to warrant the granting of draft approval. There is significantly less detail with respect to the proposed LIDs than with respect to the other elements of the Applicant's proposal. Indeed, even elements known to the Applicant's consultants, such as, in respect of amended soils, the house being at the maximum permitted size and 50% of the front yard consisting of impermeable surfaces, was not provided in documentation for this hearing nor outlined in the evidence of chief of the Applicant's witnesses.

[93] With respect to the bioswales, it was acknowledged that the figure provided to the City was uncertain as to whether such would be located on the right-of-way or parkland. Where they are proposed to be located in the entrance to a park, even if on the right-of-way, such may not be permitted, as they may be obstructing an access to a park.

[94] It was further acknowledged that the width of the bioswale would be 1.5 m and that in circumstances where the bioswales were proposed to be on both sides of a street such would constitute three metres of the right-of-way. It was further acknowledged that there is already difficulty in finding space for infrastructure within the rights of way.

[95] As a result, the City stressed that, the amount of infiltration from bioswales identified in the Reply Witness Statement of Mr. Sabourin and within Exhibit 13 cannot be relied upon to occur over the long term.

[96] It was acknowledged that it is open to a homeowner to alter their property to

provide for a deck, porch, artificial turf or change in soils that would affect the percentage of amended soils on the site.

[97] On the dewatering of the ground, the reply witness statement of David Gilbert (for the Applicant) states the following:

It should be noted that significant dewatering of the ground, which would result in excessive settlement of settlement sensitive structures, will not occur due to the presence of the proposed SWM system. **The presence of a silty clay deposit with low permeability and firm to very stiff consistency will significantly reduce impact of any long-term dewatering.** Also, clay seals will be installed at design intervals within service trenches to limit long-term dewatering as noted in Subsection 6.4 of Report PG4135-2 Revision 5 dated May 17, 2021 (Emphasis added).

[98] The reply witness statement of Mr. Sabourin (for the Applicant) states that it utilized the lowest rate of infiltration of 5 millimetre/hour when the studies done by his own firm identified an infiltration rate of 3 millimetre/hour.

[99] Therefore, the City submitted that, based upon the information known to date, the rate of infiltration should be conservatively anticipated to be as low as that identified by Mr. Sabourin and the factor of safety of 2.5 identified in Mr. Sabourin's reply witness statement should be further applied.

[100] The table provided by Mr. Sabourin identified an increased rate of erosion within the Kizell Creek with the development of the subject land. The City acknowledged that the modelling was done without utilization of LIDs but the City stated that, given the uncertainty as to the impact of LIDs, a viable storm water approach has not been shown by the Applicant.

[101] The City contended that the legal right to discharge storm water flows from a change in use from a golf course to residential development should be demonstrated prior to draft approval. Run-off from existing streets will, in major events, be directed to the rear yards of new development. Ms. Hemmings (for the Applicant) in her evidence noted that it is not appropriate for drainage from parks to be directed to private property.

[102] Hence the City opined that it is inappropriate to direct street drainage through rear yards. A conveyance of land should be provided to the City for the parcels where such overland flows are to take place. (Evidence in Chief of Ms. Schaeffer, for the City).

Coalition's Position

[103] According to Mr. Nuttall (for the Coalition), the consultants for the proposed development have not demonstrated that the proposed works will not negatively impact the performance of the existing stormwater management system by the materials presented in support of their application to the City.

[104] He opined that the receiving water body, the Beaver Pond, does not have the capacity to receive the change in volume and flow from the imperviousness expected with the development. His view is that the downstream channel of Kizell Municipal Drain is similarly without the capacity to cope with the increase in volume and flow from the development.

[105] There is a Model of Record in place for this subwatershed – it is the AECOM 2015 Model. The Model of Record has been accepted by landowners and approval authorities. The Model of Record was developed over a number of years using a wide range of storm events, was peer reviewed while it was being created and on a number of subsequent occasions, including by the Applicant's stormwater engineer expert, and found to be as accurate as possible.

[106] This Model of Record has not been used by the Applicant to show that the proposed development is viable. Instead, the Applicant's experts have created their own subwatershed model which has not been reviewed or approved by anyone. While the new proposed Model appears to accurately replicate the results on the Golf Course lands, it fails to accurately replicate the results downstream from the Beaver Pond. This may be due to the fact that it has been calibrated using a year in which there were no events larger than the 1:2 year event, which does not allow for calibration of more significant and potentially impactful events.

[107] According to the Coalition, this means that the proposed Model cannot be trusted to accurately predict the downstream impacts of the proposed development.

[108] The Coalition contends that the Applicant has found that there will be an increase in volume in the Beaver Pond (Exhibit 10, Tab 21, p. 326). The Summary Table of Flows and Water Levels showed an increase in water levels at the water pond when using the Model prepared by Mr. Sabourin instead of the Model of Record.

[109] The Applicant has sought to introduce an entirely new SWM Plan through their Witness and Reply Witness Statements. The result of this limited information provided on the SWM is that the City and the Coalition has been forced to piece together an understanding of the proposal by selecting different pieces of information from various sources. To this day, neither the Coalition or the City have a complete and integrated view of the entire proposal and its impact, and have been unable to fully review the proposal to determine whether or not it would function.

[110] The Coalition stated that the makeup of the soils and their capacity to take in water is unclear. The majority of the site consists of clay soils. The Applicant's witnesses have variously indicated, at different times, that the soils would allow a fair amount of infiltration or that it has low permeability and will not allow significant rates of infiltration.

[111] There are inconsistencies, the Coalition claimed, between the infiltration values from the site tests performed, the guideline infiltration values associated with the types of soils found on the site, as well as the soils found by the Paterson geotechnical investigation. The infiltration values of the soils on site need to be accurate as it affects the capacity for the site to increase infiltration through the use of measures such as LIDs. Without clarity on these values, the Coalition stressed, it is not possible to determine if the proposed SWM plan can function.

[112] The basic principle of any development from a SWM perspective is that pre-development flows must match the post-development flows. In this case, an accurate

reflection of the potential for infiltration is of particular importance on this site as there is no availability downstream for increased flows. It is uncontested that there is already erosion occurring downstream from the Beaver Pond, and any increase in flows will aggravate this problem. Studies have already been made on the potential to increase flows downstream in the context of the development of the KNL lands, and Stantec (the firm engaged to do a study) has found that any increase in flow rates and water levels will increase flood risks and aggravate existing erosion conditions and downstream sedimentation problems.

[113] The Coalition thus submits that the Applicant has failed to demonstrate that the proposed SWM design can introduce sufficient infiltration to ensure that there are no increase in flow rates and water levels downstream of the Beaver Pond.

Applicant's Position

[114] The Applicant contends that the Applicant's engineering consultants have conducted extensive work to date, even before the detailed design stage that will follow draft plan approval.

[115] The proposed SWM plan before the Tribunal is essentially the same as in ClubLink's 2nd Submission, except that specific Low Impact Development ("LID") measures are now identified.

[116] Mr. Sabourin has 38 years engineering experience managing and directing numerous water resource related studies in detailed conceptual drainage designs for new developments, low impact development research, watershed studies, hydrologic model calibration and development and programming of several hydrologic software such as the SYMHYMO.

[117] His firm, J.F. Sabourin and Associates ("JFSA") was retained by David Schaeffer Engineering Ltd. ("DSEL") on behalf of Clublink to address SWM requirements for the applications.

[118] Mr. Sabourin emphasized that the proposed SWM plan incorporates a treatment train approach including reduced lot grading, amended soils, catch basins (“CB”) equipped with CB shields and deep sumps, an exfiltration system, Oil Grit Separators (“OGS”) and wet ponds. The proposed storm sewers and pond locations are the same as in the 2nd Submission. Reduced lot grading, exfiltration systems, bioswales (bioretention filters) and OGS are identified as means of mitigation against contaminant loading and promotion of groundwater infiltration.

[119] The Beaver Pond is the SWM facility currently receiving, treating and controlling runoff from the existing development area, including the golf course. There are currently no other SWM features with Environmental Compliance Approval (“ECA”) that provide stormwater quantity and quality controls within the area that drains into the Beaver Pond. The proposed development will drain to the Beaver pond but will incorporate the necessary SWM features so as not to increase contaminant loads. The water balance will be met by the use of LID measures such as amended soils, bioswales and exfiltration systems tied to CBs.

[120] The proposed SWM plan will ensure that there are no adverse increases in the hydraulic grade line of the receiving sewer system and ensure that quality control objectives are met prior to the release of stormwater to the existing sewer system.

[121] JFSA and DSEL prepared an up to date storm drainage model to represent the existing condition where the previous 1986 reports on stormwater for Kanata Lakes, Shirley’s Brook and Watts Creek were found inconsistent and out of date (The AECOM model had to incorporate subsurface volumes to the Kizell Wetland and the Beaver Pond to get a better comparison between simulated and observed flows). This update was done to determine the current system capacity of the receiving stormwater system (i.e. the sewers, Beaver Pond, Kizell Drain, and Watts Creek).

[122] For the proposal, Mr. Sabourin’s firm undertook additional rainfall and flow measurements within the study area. The new monitoring data was used to recalibrate the previous AECOM stormwater model for the area. Through the recalibration, he

found that the subsurface water storage that had to be included in the model, could be removed.

[123] Mr. Sabourin then used the updated model to re-evaluate existing conditions and proposed future conditions with and without the approved KNL Stage 9 being developed. Potential impacts to the Beaver Pond outflow and along the downstream reaches of the receiving watercourse were assessed. Based on the proposed SWM design he opined that the proposed development would not impact stormwater quality and that no increases in design peak flows out of the Beaver Pond and along the Kizell Drain/Watts Creek would occur.

[124] Only ClubLink called witnesses in the highly technical and specific disciplines of geotechnical engineering, hydrogeology and geomorphology.

- a) Mr. Gilbert (geotechnical engineer), for the Applicant, concluded that the subsurface conditions at the subject lands can support the proposed redevelopment. He confirmed that geotechnical investigation was completed according to the City's standards. A sump pump feasibility report letter dated September 29, 2020 was prepared in accordance with City Guidelines. He noted that no significant dewatering of groundwater would occur that could lead to excessive settlement, due to the proposed SWM system. Further, he opined that no drainage of groundwater into or out of the SWM system will occur long term in bedrock areas as there is recommended inclusion of impermeable clay liner over bedrock subgrade throughout for pond construction.
- b) Mr. Zulinski (Hydrogeologist), for the Applicant, completed a subsoil infiltration review used by JFSA and prepared a sump pump assessment that was accepted by the City. He reviewed the existing hydrological conditions of the subject property in support of the Sump Pump Feasibility Study and Subsoil infiltration Review. He reviewed the material insitu which is generally low permeability soils and bedrock. He opined that the hydrological conditions are not suitable for any significant groundwater recharge potential to the underlying aquifer, nor suitable for notable groundwater discharge to surface water features. The proposed development is not located in or near sensitive groundwater features. Mr. Zulinski's opinion is that the infiltration is limited due to low permeability. The JFSA revised LID system will consist of minimum infiltration volumes to meet the predevelopment

conditions. The subsurface material identified is acceptable for the revised LID with sufficient time for infiltration to meet predevelopment conditions and a conservative infiltration value is considered for the proposed LIDS.

- c) Dr. Villard (geomorphologist), for the Applicant, prepared a geomorphology assessment as part of the 2nd Submission (based on unidentified low impact development measures (LIDs) at that time). Ms. Schaeffer confirmed that assessment was acceptable to the City's peer reviewer, and Dr. Villard noted that he had used a "conservative" erosion threshold. Although Dr. Villard's updated erosion mitigation modelling was completed without LIDs (as such the modelling does not account for the mitigative value of LID features) at the City's request, the final SWM plan will limit post-development erosion potential in the stream to existing levels through on-site controls and/or instream works or a combination of both. Dr. Villard opined that this approach is appropriate to address future downstream erosion potential. He also noted that there are existing erosion conditions along Kizell Drain and Watts Creek not associated with the Applicant. Ms. Schaeffer (for the City) has since confirmed that erosion mitigation modelling can account for proposed LIDS.

[125] The Tribunal accepts that the SWM is designed as a treatment train incorporating the appropriate LIDs. The stormwater runoff will drain to the Beaver Pond, then to the Kizell Wetland, to Watts Creek and ultimately to the Ottawa River.

[126] Mr. Pichette and Mr. Sabourin, for the Applicant, addressed in reply evidence the concerns raised during the hearing by Ms. Schaeffer and Mr. Nuttall regarding the proposed SWM plan. In some cases, these concerns were based on a lack of understanding or experience. For example, contrary to Ms. Schaeffer's (for the City) assertions:

- a. The distance from the bottom of the proposed bioswales to the groundwater is identified in the materials already filed;
- b. The proposed exfiltration trenches are not essentially the same as the Etobicoke Exfiltration System, which was rejected by the City;

- c. Standard CBs are designed to have standing water, and the proposed deep sump CBs vary only in the depth of standing water; and
- d. Very conservative assumptions had been made regarding the amount of amended soils that could be accommodated on residential properties.

Contrary to Mr. Nuttall's (for the Coalition) assertions:

- a. Infiltration tests conducted by JFSA had not been "run for 8-15 minutes", but for between 1 hour 13 minutes and 2 hours 37 minutes; and
- b. Mr. Nuttall's calculations regarding flows and water levels in the Beaver Pond were based on an improper "apples and oranges" comparison, that is comparing: a single event AECOM model without the KNL 9 development, versus a continuous JFSA model with the KNL 9 development (without SWM controls) and the proposed redevelopment (without accounting for LIDs).

[127] In response to assertions by Ms. Schaeffer (City) and Mr. Nuttall (Coalition) inferring that the entire subject lands have highly impermeable soils, Mr. Sabourin confirmed he applied a very conservative infiltration rate (the lowest rate identified by Mr. Zulinski (Clublink), with a factor of safety of 2.5) and demonstrated that the "model of record" identifies approximately three-quarters of the subject lands as having "Group B" soils with a "moderate infiltration rate", a far better infiltration capability than suggested by Ms. Schaeffer or Mr. Nuttall.

[128] The Applicant contends that the proposed redevelopment can be serviced with municipal water, sanitary and storm sewer systems, as proposed by Mr. Pichette (Clublink). Any sanitary capacity constraint can be overcome with the City's proposed diversion of flows to another trunk sewer – this is simply an issue of timing, and could be front-ended by the developer if necessary.

[129] ClubLink asserts that it has clearly demonstrated feasibility for the proposed redevelopment, and further analysis and details can and should be resolved during the detailed design stage, including any additional permits and/or approvals – as is the typical subdivision approval process.

[130] The Applicant emphasized that the proposed Draft Plan Conditions will ensure that any outstanding technical issues are addressed prior to final subdivision approval. For example, the suite of LIDs proposed by Mr. Pichette and Mr. Sabourin must be supported by a hydrogeological report, and ClubLink must demonstrate that the on-site water balance will be maintained with LIDs. As Mr. Pichette noted, a similar amount of information was provided to the City regarding proposed LIDs for the Conservancy East development (a development by another Developer), and the City recently issued draft plan approval with a condition to refine LIDs at the detailed design stage.

Tribunal

[131] The Tribunal prefers the opinion evidence of Clublink's witnesses in particular Mr. Smith, Mr. Pichette, Mr. Sabourin, Mr. Villard (and other Clublink's witnesses) over those contrary opinions of Mr. Jacobs, Mr. Nuttall, Mr. Quigley, Ms. McCreight and Ms. Schaeffer on the Coalition's and City's side. The Tribunal accepts the opinion evidence of Mr. Sabourin on the SWM modelling. The Tribunal finds that the Applicant's witnesses have provided full and comprehensive studies, that are convincing and acceptable. The Tribunal notes that none of the City's or the Coalition's witnesses carried out their own studies apart from critiquing the applicant's witnesses' reports.

[132] One main contention made by the City is that KNL had been struggling for 16 years to even get their projects off the ground in the vicinity of the subject property. The issue being the difficulty in getting storm water management and drainage matters right. Two of the KNL projects, KNL 7 and 8 are yet to proceed to construction, while KNL 9 has recently begun the process of construction.

[133] The Tribunal finds that past tribulations of another developer are not indications

that the Applicant would have to endure the same delay. It could be the difference in resources, the comprehensiveness of the research or the greater number of specific site studies undertaken that will make a difference in this matter.

[134] The Applicant has undertaken a large number of specific studies through many specialized experts and those studies have been outlined and emphasized at the hearing. The several well qualified experts had accordingly testified at the hearing.

[135] Mr. Sabourin has presented, in the Tribunal's opinion, a SWM model that replicates the existing ground conditions of the subject site. It is an updated model which Mr. Nuttall (Coalition) affirmed in oral testimony as "perfect" in modelling the subject land condition, though Mr. Nuttall had reservations of the downstream modelling.

[136] Those reservations have, in the Tribunal's opinion, been addressed by the reply opinion evidence of Mr. Sabourin and Mr. Pichette (of DSEL).

[137] Mr. Pichette is an engineer with 38 years of experience in the design of sewers, sanitary sewers, watermains and SWM facilities. In response to City's comments and rejection of the Etobicoke Exfiltration System ("EES"), Mr. Pichette responded that the Applicant will proceed with the 2nd Submission and supplement onsite LIDs, including amended soils, deep sump CBs, CB shields, infiltration trenches tied to CBs, and OGS to provide 80% total suspended soil removal. He also stated that these measures have all been favourably received by the City on other projects. In his opinion, the City has enough detail based on the 2nd Submission enhanced with LIDs to support draft plan approval. The detailed engineering design will then be addressed through draft plan conditions.

[138] Ms. Shaeffer (City) had expressed concerns with the proposed major system overland flow arrangement. Mr. Pichette stated that, as per the existing condition, several locations are landlocked without emergency overland route. The proposed SWM plan introduces 100 year intakes at strategic locations to ensure the full capture of

the 100 year event. In the detailed design stage, the plan will have regard to the stress test event, in accordance with the City Sewer Design Guidelines.

[139] The Tribunal finds that the opinion evidence of Clublink's expert witnesses is reasonable and more in keeping with the facts, the topography, the geomorphology, hydrology and the relational matrix with the adjacent residential community.

[140] The City and the Coalition are quite concerned that the DPS had no hard lotting patterns and the draft plan is merely conceptual. The other significant worry is that the Applicant had put much emphasis on the lot frontage of 9 m, to which the City opined that since there is no real fixed lotting line, the Applicant could in theory then redraw the Draft Plan to only provide for lots measuring all uniformly at 9 m for the whole project.

[141] The Tribunal agrees with the Applicant's counsel that such concerns are overblown and not realistic, as the DPS will be as per the site plan that accompanies the application. Further the detailed design stage will properly address all matters that arise at that stage. In the meantime, the Draft Plan Approval is subject to the numerous draft plan approval conditions that need the City to sign off on. This means that the City's worries are unfounded. The Tribunal finds that the proposed development is not premature.

Issue No. 4:

Does the ZBA and the DPS meet the requirements of the policy and legislative framework?

[142] The Applicant contended that in Ottawa, unlike other municipalities, there is no requirement to present a draft ZBA with the Zoning application.

[143] Neither the City, nor the Coalition attempted to counter or state anything in opposition to that contention. In any event, there is no draft ZBA in the documents and there is no contrary evidence that an application in the City requires a Draft ZBA to accompany the Zoning application.

[144] Appendix B to Mr. Smith's Planning Rationale Addendum letter dated June 17, 2021 sets out the proposed list of zoning regulations/provisions for the proposed zones for the subject property. These regulations proposed may be fine-tuned with the City.

[145] Following from the expert opinion evidence of Mr. Smith, the Applicant's planning expert witness, the Tribunal accepts that the ZBA meets the requirements of the policy and legislative framework.

[146] The fact that there is no draft ZBA does not detract from the Applicant's ability, in consultation with the City, to draft the necessary zoning provisions/regulations and the required zone mapping for the desired zone changes. The Tribunal may grant approval in principle for the zone changes subject to the zoning provisions/regulations and mapping being confirmed by the City and duly notified to the Tribunal. Meanwhile, a holding provision could be put in place until the conditions are satisfied.

[147] The DPS meets the requirements of s. 51(24) of the *Planning Act* ("Act") as the subsequent paragraphs will demonstrate.

Issue No. 5:

Can the Draft Plan of Subdivision be approved subject to conditions?

[148] In the planning context, the DPS is a conceptual plan that is still amenable to further amendments. There could be several iterations of the DPS and the site plan will be finalized at the detailed design planning and site plan approval stage.

[149] The City had drafted 192 "standard" conditions that the Draft Plan Approval may be subject to. The Applicant had suggested revisions, deletions and amendments to 18 conditions. The Coalition had also suggested revisions and amendments.

[150] Based on the Applicant's experts' opinion evidence, the Tribunal finds that DPS should be approved subject to conditions. The conditions that the Tribunal will impose for the approval are as set out in Attachment 1 and 1A to this decision.

Issue No. 6:**Is the proposed development compatible with the existing neighbourhood character, in the public interest and represents good land use planning?**

[151] The Tribunal regards this as the core issue that is before it. This redevelopment represents good land use planning and is in the public interest. In evaluating this proposal, the Tribunal finds that the redevelopment is compatible with the existing character of the neighbourhood. The conclusions are based on the cogent and credible evidence presented by the Applicant's expert witnesses.

[152] City Planner, Ms. McCreight questioned whether the lots are compatible with the surrounding subdivisions (s. 51(24)(c) *Planning Act*). She opined that without a proposed lotting pattern and appropriate front and rear yard setbacks, it is not possible to decide whether the proposed plan of subdivision is well designed. New development is required to be compatible with the surrounding community as this is not an urban expansion area or developing community.

[153] Ms. McCreight pointed out that many lots in the Beaverbrook and Kanata Lakes area are wider than 18 m and there are no examples of 9 m frontages (proposed) in either community. Therefore, she opined that the proposal is not in keeping with the character of lotting in the community.

[154] She further opined that new development is reviewed and evaluated with respect to urban design and compatibility pursuant to section 4.11 of the OP. Compatibility is needed with the surroundings of new buildings and parts of new buildings facing the public realm (section 4.11.5) and minimizing undesirable impacts on existing private amenity spaces of adjacent residential units (section 4.11.19).

[155] Her opinion is that the proposed 3 m front and corner side yard setbacks are not reflective of the required 4.5 m setback. The greater 4.5 m setback will assist in creating a compatible public realm to built form relationship with the abutting existing streets, she stated. For her, the character of a community is expressed in the built environment and

features such as setbacks and building structures from the property line. The 4.5 m front and corner side yard setback is representative of the zoning in the surrounding residential community.

[156] Mr. Jacobs (Coalition), opined that Policy 4.11.1 requires a design brief which the Applicant's final version was dated June 2021. His view is that the design brief is flawed as the foundation for the brief is that of a Greenfield site adjacent to developed lands. His view is that the subject property is actually a fundamental part of an overall master planned community that was based on a very different set of guiding principles. He opined that an appropriate approach would have been to start with the original master plan for Kanata Lakes and from there determine where and how much if any, new development could be added without adversely impacting the principles of the original masterplan design. He goes on to say that the original master plan was a community design plan in the context of the Official Plan and as such the submitted Design Brief has insufficient regard to Policy 4.11(1)(c). (Alluding to the original 1987 Genstar Master Concept Plan (GCP)).

[157] Mr. Jacobs added that the response to the land's suitability for subdivision has to be tied back to the original master plan GCP for this community. In this masterplan concept, he opined that the lands were not intended for any form of land use or development other than open space and recreational uses to be shared with neighbouring residents. The golf course lands were not intended as an interim use and according to him, this commitment was addressed in the 40% Agreement whereby the lands were required to be transferred to municipal ownership should the golf course cease to exist to maintain their open space usage.

[158] From this premise, it was therefore unsurprising that Mr. Jacobs' planning opinion is diametrically opposed to that of Mr. Smith's. Suffice to say that Mr. Jacobs' opinion is that the proposal is not compatible with the existing neighbourhood, does not conform to the legislative framework and does not represent good planning.

[159] Mr. Smith, the Applicant's planner, disagreed with the City's and Coalition's

planners.

[160] He disagreed with Mr. Jacob's contention that the Design Brief has had insufficient regard to Policy 4.11(1)(c) of the Official Plan. He stated that the GCP is not a "community design plan" within the meaning of Policy 4.11(1)(c). Annex 5 to the Official Plan shows "areas subject to a community design plan or policy plan approved by the Ottawa City Council". The subject property is not so indicated. Mr. Smith in his reply witness statement had responded to Mr. Jacobs' other issues and opinions.

[161] Mr. Smith expressed that 9 m is the minimum lot frontage for single family dwellings, and other lot sizes greater than 9 m (30 feet) are envisioned. There will be lot sizes of 30 feet to 70 feet in the lotting, which are reflective of the existing lot patterns in the community. He stated that the Zoning permits a minimum of 9 m frontage, and it is not the intention of the Applicant to apply 9 m across the board.

[162] Mr. Smith added that section 2.2.2.22 of the OP speaks to intensification that is compatible with the surrounding context will also be supported on... underdeveloped sites. He emphasized that compatible development means "development that although it is not necessarily the same as or similar to existing buildings in the vicinity, can enhance an established community through, good design and innovation and coexist with the existing development without causing undue adverse impact on surrounding properties" (section 2.5.1 of the OP).

[163] His opinion is that the proposal will enhance and complement the desirable characteristics of the General Urban Area and its long term renewal by introducing new housing options in a form that is compatible with its surroundings.

[164] Mr. Tardella, the Applicant's Landscape Architect's opinion evidence collaborated Mr. Smith's opinion. He opined that the range of housing typologies will add to the community character. The interiors of the proposed development will be low density two-storey detached residences backing onto detached dwellings in keeping with the existing setbacks, and townhouses will back onto existing townhouses.

[165] He stated that the design objectives in section 2.5.1.1 of the OP are met and reflected in the proposed plan. It respects the surrounding urban fabric, enhances the overall character and adds to the range of housing. The proposed plan maintains the low density character that defines the surrounding neighbourhoods and concentrates the medium density forms along Campeau Drive. Specific considerations were made for the interface between the new and the existing residential properties.

[166] Architectural styles will incorporate many common elements in the neighbouring communities to create uniformity and ensure compatibility. Further vegetative buffers of 3 m and 6 m are incorporated in the proposed plan to create greater separation between the properties.

[167] The proposed redevelopment is compatible with the existing surrounding neighbourhood. "Compatibility", in section 2.5.1 of the OP, means development that is "not necessarily the same as or similar to", but coexists with existing development without causing undue adverse impact on surrounding properties, and that "fits" and "works" well with the physical context and planned function.

[168] The surrounding community has a wide range of lot sizes (approximately 35-70 foot frontages) and a broad mix of housing types (detached, semi-detached, townhouses, apartments), and is a stable residential area with no evidence of incompatibility.

[169] Smaller lot sizes and the potential for multiple lots backing onto existing detached lots does not create "incompatibility", and already exists in the immediate neighbourhood.

[170] Further, ClubLink proposes interface treatments, including landscaped buffers, to address potential privacy and visual concerns in rear yards.

[171] Neither Ms. McCreight (City) nor Mr. Jacobs (Coalition) could identify any instability or adverse impact that would be created with the introduction of detached

dwellings, which would, in some cases, be on lots of different sizes and have different setbacks than the existing community.

[172] The Tribunal finds that the existing residential subdivision already contains examples of detached lots backyards being backed onto by, in some instances, multiple lots (Exhibit 17-Geo-Ottawa Map). The proposal with, for example, three lots backing onto a larger lot is thus not out of character in this area. The proposal is thus compatible with the existing neighbourhood.

[173] The Tribunal agrees with Mr. Smith's professional opinion that the Planning Applications represent good planning, are in the public interest and should be approved.

Policy Framework

Matters of Provincial Interest – Section 2 of the *Planning Act*

[174] Section 2 of the Act prescribes a list of non-exhaustive criteria that the Tribunal must have regard to in carrying out its responsibilities under the Act.

[175] Mr. Smith informed the Tribunal that the Planning Applications have appropriate regard to these criteria. In his opinion, the proposed plan of subdivision conforms with the Official Plan of the City and is compatible with adjacent plans of subdivision.

Applicable Planning Policy Documents

[176] The Tribunal agrees that the planning context for the proposed Development is established by the following:

- a. The PPS;
- b. The City OP
- c. The ZBL

The PPS 2020

[177] Section 3(5) of the Act requires the decision on a planning matter of the Tribunal, shall be consistent with the provincial policy statements that are in effect.

[178] The PPS 2020 applies and the proposed plan of subdivision is consistent with the Provincial Policy Statement. Mr. Smith (Clublink) and Ms. McCreight (City) agree that the proposal is consistent with the PPS from the planning perspective.

[179] Specifically, Mr. Smith stated, with respect to Policy 1.1.1(b), the proposed plan will provide additional housing options with a mix and range of residential types, including detached dwellings, semi-detached, townhouses, back-to-back townhouses, stacked townhouses and apartment units, which will help meet long-term needs, along with recreation, park and open space use, including new public parkland.

[180] With respect to Policy 1.1.3.4, the proposed plan of subdivision promotes appropriate development standards that will facilitate intensification, redevelopment and compact form, while avoiding or mitigating risks to public health and safety. Development standards in this case include the proposed lot sizes and densities and the proposed public street widths, all of which will result in an appropriate balance between making efficient use of land and infrastructure and ensuring compatibility with the existing and planned built form context. The proposed plan will provide a range of new housing options within a community that already includes a range and mix of housing types, including detached, semi-detached and townhouse dwellings, along with mid-rise and high-rise residential buildings, as well as hotel and residential care uses.

[181] In addition, the proposal is consistent with Policy 1.1.1(c) in that it avoids development and land use patterns which may cause environmental or public health and safety concerns. In this regard, there is no apparent reason that the proposed development would give rise to such concerns.

City Official Plan

[182] The City Official Plan sets the policy framework within which development is to take place. Mr. Smith opined that the proposed plan of subdivision conforms with the Official Plan of the City and is compatible with adjacent plans of subdivision.

[183] In particular, the proposed plan conforms with Policies 2.2.2.22 and 2.2.2.23. It will result in compatible intensification within the urban boundary, including areas designated General Urban Area.

[184] Policy 2.2.2.22 promotes “opportunities for intensification in areas determined by the policies in Section 3.6.1”. In this regard, the proposed development would conform with the policies in Section 3.6.1, in particular Policy 3.6.1(5).

[185] Furthermore, Policy 2.2.2.22 explicitly states that “intensification that is compatible with the surrounding context will also be supported on ... underdeveloped sites ... (and) sites that are no longer viable for the purpose for which they were originally used or intended ...”.

[186] With respect to Policy 2.2.2.22, the word “compatible” has a generally understood meaning from a planning perspective. Section 2.5.1 of the OP indicates that, in general terms, “compatible development” means “development that, although it is not necessarily the same as or similar to existing buildings in the vicinity, can enhance an established community through good design and innovation and co-exist with existing development without causing undue adverse impact on surrounding properties”.

[187] In accordance with Policy 2.2.2.23, the interior portions of the proposed plan will be characterized by low-rise buildings i.e. four (4) storeys or less. In Mr. Smith’s opinion, the intensification permitted by the proposed plan will enhance and complement the desirable characteristics of the *General Urban Area* and its long-term renewal by introducing new housing options in a form that is compatible with its

surroundings.

[188] He stated that the proposed plan conforms with Policy 2.4.5(4). The policy addresses circumstances in which ZBA applications are brought forward to redevelop privately-owned open spaces, specifically including golf courses. In such circumstances, it requires that the City consider opportunities to maintain the Greenspace Network through the area and otherwise reduce the impact of the loss and provides that the City “may consider” acquisition of the land.

[189] Failing a decision by the City to acquire the lands, it is his opinion that the policy framework requires the City to consider the proposed plan on its land use planning merits. In this respect, Policy 2.4.5(5) recognizes that open space and leisure land where access is restricted, such as school grounds, private golf courses or other facilities, are not included in the Greenspace Master Plan target of 4.0 ha per 1,000 population. Furthermore, the Greenspace Master Plan explicitly recognizes that the economic feasibility of maintaining some privately owned but accessible open spaces, such as marinas, campgrounds and golf courses, may be reduced “to the point where redevelopment is a viable option”.

[190] In such cases, the Greenspace Master Plan states that the City needs to “consider the open space function of the site to see whether a greenspace function can be retained even as the land redevelops”.

[191] In this regard, the proposed development would include 23.14 ha (32.6% of the site area) for various parks and open space uses (4 new public parks, as well as stormwater management ponds, open spaces and landscaped buffers). As compared with the existing private golf course use, which is not publicly accessible, the proposed development will include 6.24 ha of new public parkland, as well as providing for public access through the site through the introduction of public streets and pedestrian trails.

[192] With respect to Policy 2.5.1(1), it is Mr. Smith’s opinion that the proposed plan satisfies the Design Objectives set out in Section 2.5.1.

[193] He emphasized that the proposed plan conforms with Policy 3.6.1(5). The policy is clear that the City “supports” intensification in the *General Urban Area* where it is complementary; i.e. intensification is not merely permitted, but supported. The predominant form of housing proposed by the subdivision plan will be detached, semi-detached and other ground-oriented multiple unit housing (1,043 of 1,480 units, or 70.5%). In particular, the proposed development will be compatible with the existing community character by enhancing and building upon established patterns of built form and open spaces, while contributing to “the maintenance and achievement of a balance of housing types and tenures to provide a full range of housing for a variety of demographic profiles throughout the General Urban Area”.

[194] With respect to Policy 4.10(5), Mr. Smith said that the parkland requirement pursuant to the “legal agreement to provide 40% greenspace” will be determined, in part, through the ongoing litigation regarding that agreement.

[195] The effect of Policy 4.10(5) is that Policies 4.10(2), 4.10(3) and 4.10(4) do not apply and that, instead, parkland requirements are “to be determined” based upon that agreement. Mr. Smith opined that, in this regard, Section 4(4) of the 1981 agreement states that “the lands to be dedicated for parks purposes will be determined at the time of the development applications in accordance with the *Planning Act*”. This will be further determined by the Parkland Dedication By-law.

[196] In Mr. Smith’s opinion, the policy does not prohibit redevelopment of the subject site. The proposed plan conforms with Policies 4.11(5), 4.11(19) and 4.11(20).

[197] It is Mr. Smith’s opinion that draft conditions of approval are appropriate in this case.

S. 51(24) *Planning Act*

[198] Regarding s. 51(24) of the Act, Mr. Smith provided his opinion that the proposed plan of subdivision has regard to the prescribed criteria for the following reasons.

[199] With reference to s. 51(24)(a), the proposed subdivision has regard for matters of provincial interest as referred to in s. 2 of the Act.

[200] In Mr. Smith's opinion, the subdivision is not premature (s.51(24)(b)). Approval of the plan of subdivision would be timely, in that it would provide for new housing options, while resulting in a more efficient use of land and infrastructure. There are no apparent physical constraints to redevelopment, subject to approval and satisfaction of draft plan conditions.

[201] In his opinion, the proposed plan of subdivision appropriately addresses the criterion in s. 51(24)(c) of the Act, and is compatible with adjacent plans of subdivision.

[202] With reference to s. 51(24)(d), it is his opinion that the land is suitable for the purposes for which it is to be subdivided i.e. residential uses, roads and parks and open space. It is noted that those purposes are consistent with the general land uses on adjacent lands.

[203] In his opinion, the proposed lotting pattern is appropriate (s. 51(24)(f)).

[204] As set out in his firm's June 17, 2021 letter, the detailed lotting layout requested by City staff and provided as part of the first resubmission was further refined, with detailed lot frontages included in the draft plan of subdivision. While the lot frontages are still conceptual and are subject to revisions, they reflect a potential lotting pattern based on the detached housing products identified in the updated NAK Design Strategies Urban Design Brief (dated June 2021), which include 30, 31, 35, 36, 43 and 44 feet wide lots. This flexibility is necessary and appropriate in order to respond to future housing market trends and in recognition that lot dimensions may be refined as a result of detailed engineering design. The lots are compatible with the surrounding community/adjacent plans of subdivision.

[205] With reference to s. 51(24)(g), it is his opinion that the proposed subdivision has appropriate regard for the restrictions or proposed restrictions, if any, on the land

proposed to be subdivided or the buildings and structures proposed to be erected on it and the restrictions, if any, on adjoining land.

[206] With regard to the applicable statutory tests established by the Act, Mr. Smith provided his overall opinion that:

- a. The proposed draft plan of subdivision and the proposed ZBA have appropriate regard to the matters of provincial interest set out in section 2 of the Planning Act;
- b. The proposed draft plan of subdivision and the proposed ZBA are consistent with the PPS and conform to the policies in the City's Official Plan.

[207] The proposed plan of subdivision has appropriate regard to the criteria prescribed in s. 51(24) of the Act. In his opinion, the proposed zoning amendment and plan of subdivision conform with the OP.

[208] The subject site is an appropriate site for intensification and in Mr. Smith's opinion the subject site is not part of "an area specific land dedication as required by Section 4.10 of the Official Plan". Policy 4.10(5) is not a land dedication policy and is not specific to the subject site.

[209] The redevelopment of the existing golf course represents good planning and it is in the public interest. The related natural areas identified for protection by Dr. McKinley (for the Applicant) are not proposed to be redeveloped.

[210] Redevelopment of the existing golf course would result in the creation of new housing options within the built-up urban area and would result in the efficient use of land and infrastructure. Such an outcome is in the broad public interest. Similarly, the creation of new public parkland and publicly accessible active transportation and vehicular connections through what are now privately owned lands not accessible to

the general public is also in the broad public interest.

[211] Mr. Smith concluded that the proposed development will not cause undue adverse impacts on adjacent properties. The scale and density of the proposal has been carefully considered to locate the most intense forms of development in proximity to Campeau Drive and the existing and planned apartment developments toward the southern edge of the site, while locating less intensive forms of development in proximity to existing detached dwellings in a manner that is compatible and would result in no unacceptable built form impacts.

SUMMARY OF FINDINGS AND DECISION

[212] The Tribunal accepts, the planning evidence provided by Mr. Smith in support of the redevelopment proposal and agrees that the requisite orders may be made to implement the planning instruments.

[213] The proposed development has regard for the matters of provincial interests in s. 2 of the Act in particular s. 2(f) the adequate provision and efficient use of...sewage and water services and waste management systems; s. 2(h) the orderly development of safe and healthy communities; s. 2(j) the adequate provision of a full range of housing, including affordable housing; s. 2(p) the appropriate location of growth and development; and s. 2(r) the promotion of built form that, (i) is well-designed, (ii) encourages a sense of place, and (iii) provides for public spaces that are of high quality, safe, accessible, attractive and vibrant.

[214] The Tribunal finds that the proposal is not premature. The SWM measures based on the 2nd Submission with the appropriate proposed LIDs are acceptable. The DPS should be approved subject to the City's standard conditions which are numerous, adequate and appropriate in this instance to ensure compliance by the Applicant. These conditions are apparently routinely imposed for proposed large developments within the City (examples of these conditions, attached to other developments, were provided as exhibits in the hearing – Exhibits 18 and 20).

[215] The Tribunal notes that there is no dispute that the subject lands and the surrounding residential community lands utilize the existing sanitary and wastewater sewer systems and drains stormwater to the Beaver Pond, the Kizell Wetlands, the Watts Creek and ultimately to the Ottawa River. The Tribunal finds that the proposed SWM measures that incorporate the existing system with the potential LIDS will maintain the existing and post development conditions of the subject property.

[216] The Tribunal is persuaded by the Applicant's experts, Messrs. Sabourin, Pichette and Villard on the implementation of the SWM treatment train with LIDs, the ponds and Beaver Pond with the existing system onsite and instream. The Tribunal finds that the comprehensive studies and reports by the Applicant's witnesses and their testimonies in reply adequately addressed the critical reviews and testimonies by the City's and Coalition's witnesses. Apart from critical opinions and reviews, there was no independent study or countervailing report proffered by them for the Tribunal to consider.

[217] Any other separate approval processes by the MECP or MVCA are matters which are regulated. The respective agencies have the jurisdiction to issue any required permits for the proposal.

[218] This Tribunal finds that matters of the legality of an outlet and the *Drainage Act*, are matters that it has no jurisdiction to dispose of.

[219] The Tribunal is persuaded by Dr. McKinley's opinion evidence that there is no change in land use, and no development on a significant wetland feature, Kizell Provincially Significant Wetland ("KPSW"), adjacent to the existing Beaver Pond stormwater pond facility, when there is a potential water level change in the KPSW. There is no "Development" under the PPS policy 2.1.4, as development means the "creation of a new lot, a change in land use or the construction of buildings and structures, requiring approval under the *Planning Act*". There is no "change in land use" here or development as defined that requires approval under the Act. (see *Marquis v Kawartha Lakes (City)* 2003 CarswellOnt 5770 (O.M.B.).

[220] The Tribunal acknowledges that the existing community residents perceive that they have rights of access and use of the Golf Course during the off seasons. The participants' statements have indicated as much. Participants' statements indicate that the Golf Course grounds are to be perpetually used for winter skiing activities and general walk-about even during golf season (though that may constitute trespassing). There is a general expectation (perhaps wrongly held) that these private open spaces should remain for the continued off season use by the community.

[221] The Tribunal finds that it is in the public interest for the redevelopment to proceed as the planned development intends to dedicate 32.6% of the development lands to open spaces which include, parklands, woodlots, green areas, and parkettes. These open spaces are to be conveyed to the City, hence will become public open spaces, available for the community all year round.

[222] The Tribunal is satisfied that the 3 m and 6 m landscape buffers that will afford screening for the existing residential community from the proposed development are adequate and appropriate to address the potential privacy issues between the abutting properties.

[223] With respect to the protection of the existing trees and the new plantings from being cut down by purchasers of the project and subsequent purchasers, the Tribunal finds that a restrictive covenant that prohibits tree removal in an agreement registered on title is a sufficient safeguard. The Tribunal agrees with the Applicant that a conservation easement is unnecessary.

[224] The southernmost portion of the subject property is fronted by Campeau Drive, an arterial road. Targeted intensification and development are supported under the OP where proposed development is located along an arterial road. The redevelopment along this arterial road will focus on higher density units in the built form of apartments. This southernmost part of the proposed development is also approximately 950 m from a Major Transit Station ("MTS"). Admittedly that is not 800 m walking distance from the MTS, but the Tribunal finds that the development is well placed to maximize the efficient

use of the transportation infrastructure and services that are intended for the revitalization and growth of a complete, healthy and connected community.

[225] The Tribunal is satisfied that the proposed development is compatible with the adjacent residential properties, in lotting pattern, built form, scale, architectural design and typology. There is no evidence of adverse impacts on the neighbourhood character by virtue of the compatibility.

[226] The Tribunal finds, upon the preferred planning evidence presented by Mr. Smith, that the proposed ZBA and the proposed Plan of Subdivision, subject to the conditions of approval, have appropriate regard for the matters of provincial interest set out in s. 2 of the Act; are consistent with the PPS 2020; conform with the City's OP and conform with the ZBL.

[227] The Tribunal also finds that the proposed plan of subdivision has appropriate regard for the criteria set out in s. 51(24) of the Act.

[228] Further, the Tribunal finds, that Ms. McCreight, Ms. Schaeffer, Mr. Jacobs, Mr. Nuttall, Mr. Pichette, Mr. Gilbert, Dr. McKinley and Mr. Sabourin, have all variously opined on the conditions of draft plan of subdivision approval appended as Attachment 1, which are agreed between the parties in the event the Tribunal approves the applications.

[229] The Tribunal will add the contested conditions in Exhibit 36 (after having considered parties' submissions, determined their appropriateness and reasonableness) noting and directing as follows:

- Condition 36 – Apply City's wordings as drafted.
- Condition 46 – Apply City's wordings as drafted.
- Condition 70 – Apply City's wordings as drafted.
- Condition 88- Apply Clublink's revisions as drafted.
- Condition 91 – Apply City's wordings as drafted.
- Condition 92 – Apply Coalition's revisions as drafted.
- Condition 94 – Apply Coalition's revisions as drafted.

- Condition 115 – Apply Clublink’s revisions as drafted.
- Condition 116 – Apply Clublink’s deletions.
- Condition 117 – Apply Clublink’s deletions.
- Condition 118 – Apply Clublink’s deletions.
- Condition 121 – Apply Clublink’s revisions as drafted.
- Condition 124 – Apply City’s wordings as drafted.
- Condition 126 – Apply City’s wordings as drafted.
- Condition 128 – Apply Clublink’s deletions.
- Condition 129 – Apply Clublink’s deletions.
- Condition 133 – Apply Clublink’s revisions and as amended.
- Condition 186 – Apply Clublink’s wordings as drafted.

and append that as Attachment 1A to this Order. The Tribunal is satisfied by the totality of evidence that the proposed development is in the public interest and represents good planning.

ORDER

[230] **THE TRIBUNAL ORDERS** that :

1. The appeal pursuant to s. 34(11) of the Act is allowed and the Zoning By-law Amendment (“ZBA”) is approved in principle subject to a draft ZBA substantially in accordance with the chart in Tab 40 Appendix B in Exhibit 8, Volume 3 prepared by Bousfields Inc. with detailed zoning provisions and regulations being received in a form satisfactory to the parties to be presented for confirmation.
2. The appeal pursuant to s. 51(34) of the Act is allowed and the Draft Plan of Subdivision shown on the plan Tab 39 in Exhibit 8 vol 3 prepared by Bousfields Inc. comprising 7000 Campeau Drive, Ottawa is approved in principle subject to the fulfillment of the conditions set out in Attachment 1 and 1A to this Order.
3. The Orders are withheld pending receipt by the Tribunal of the Draft ZBA together with the Draft Plan of Subdivision and the consolidated list of

Draft Plan Conditions, consolidating Attachment 1 and 1A, as directed herein.

4. Upon issuance of the Tribunal's final order, the City of Ottawa, pursuant to subsection 51(56.1) of the *Planning Act*, shall have the authority to clear the conditions of draft plan approval and to administer final approval of the plan of subdivision for the purposes of subsection 51(58) of the Act. In the event that there are any difficulties implementing any of the conditions of draft plan approval, or if any changes are required to be made to the draft plan, the Tribunal may be spoken to.

"T.F. Ng"

T.F. NG
MEMBER

"C. Hardy"

C. HARDY
MEMBER

Ontario Land Tribunal

Website: olt.gov.on.ca Telephone: 416-212-6349 Toll Free: 1-866-448-2248

The Conservation Review Board, the Environmental Review Tribunal, the Local Planning Appeal Tribunal and the Mining and Lands Tribunal are amalgamated and continued as the Ontario Land Tribunal ("Tribunal"). Any reference to the preceding tribunals or the former Ontario Municipal Board is deemed to be a reference to the Tribunal.

ATTACHMENT 1

CONDITIONS FOR DRAFT
APPROVAL
ClubLink
Corporation ULC
7000 Campeau
Drive

DRAFT APPROVED
DD/MM/YYYY

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The City of Ottawa's conditions applying to the draft approval of ClubLink Corporation ULC's Subdivision (File No. D07-16-19-0026), 7000 Campeau Drive, are as follows:

1.	This approval applies to the draft plan certified by Francis Lau of Stantec Geomatics Ltd., Ontario Land Surveyor, dated April 1, 2021, showing 632 Residential Lots, 2 medium density blocks, 1 stacked townhouse block, 20 streets, 76 blocks, 3 pathway blocks, 4 park blocks, 4 stormwater management blocks, 11 open space blocks and 1 road widening block. In seeking draft approval the Owner has submitted the following reports. Prior to the issuance of the order by the Ontario Land Tribunal granting draft approval the Owner shall update each of these reports, as necessary, and provide consolidated copies of such updates in accordance with the witness statements provided by the Owner and accommodating any modifications made by the decision of the Ontario Land Tribunal. 1) Transportation Impact Assessment, 7000 Campeau Drive, prepared by BA Group, dated June 2021. 2) Roadway Traffic Noise Feasibility Assessment, 7000 Campeau Drive, prepared by Gradient Wind, dated April 29, 2021. 3) Combined Environmental Impact Statement and Tree Conservation Report (Revised) –Kanata Golf and Country Club Redevelopment, 7000 Campeau Drive, Ottawa” by McKinley Environmental Solutions, dated May 2020. 4) Combined Environmental Impact Statement and Tree Conservation Report (Revised) – Addendum #1 Kanata Golf and Country Club Redevelopment, 7000 Campeau Drive, Ottawa” by McKinley Environmental Solutions, dated May 28, 2021. 5) Phase I – Environmental Site Assessment, 7000 Campeau Drive, prepared by Patterson Group Inc., dated January 18, 2021. 6) Phase II – Environmental Site Assessment, 7000 Campeau Drive, prepared by Patterson Group Inc., dated April 1, 2021. 7) Functional Servicing Report for 7000 Campeau Drive, prepared by DSEL, dated June 2021.	
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- 8) Kizell Drain Downstream of 7000 Campeau Drive Geomorphological and Erosion Threshold Assessment, prepared by GEO Morphix, dated May 18, 2021.
- 9) Geotechnical Investigation Kanata Lakes Golf and Country Club 7000 Campeau Drive, prepared by Patterson Group Inc., dated May 17, 2021.
- 10) Downstream of 7000 Campeau Drive – Hydrologic Assessment, prepared by J.F. Sabourin and Associates Inc., dated June 15, 2021.
- 11) Kanata Golf & Country Club 2019 Monitoring & Hydrologic Model Calibration Report, prepared by J.F. Sabourin and Associates Inc., dated July 2020.
- 12) Preliminary Water Balance & Water Quality Controls, prepared by J.F. Sabourin and Associates Inc., dated April 16, 2021.
- 13) Preliminary Stormwater Management Plan Report, prepared by J.F. Sabourin and Associates Inc., dated June 15, 2021.
- 14) 2018 Surface Infiltration Testing, prepared by J.F. Sabourin and Associates Inc., dated February 6, 2019.
- 15) Sump Pump Feasibility Report, Groundwater Monitoring Program, prepared by Patterson Group Inc., dated September 29, 2020.
- 16) Subsoil Infiltration Review, prepared by Patterson Group Inc., dated April 27, 2021.
- 17) Witness Statement of Stephen J. Pichette, dated November 12, 2021.
- 18) Reply Witness Statement of Stephen J. Pichette, dated December 10, 2021.
- 19) Witness Statement of J.F. Sabourin, dated November 12, 2021.
- 20) Reply Witness Statement of J.F. Sabourin, dated December 10, 2021.

Subject to the conditions below, these plans and reports may require updating and/or additional details prior to final approval.

2.	The Owner agrees, by entering into a Subdivision Agreement, to satisfy all terms, conditions and obligations, financial and otherwise, of the City of Ottawa, at the Owner's sole expense, all to the satisfaction of the City.	<u>Clearing Agencyⁱ</u>
	<u>General</u>	
3.	Prior to the issuance of a Commence Work Notification, the Owner shall obtain such permits as may be required from Municipal or Provincial authorities and shall file copies thereof with the General Manager, Planning, Real Estate and Economic Development Department.	OTTAWA Planning
4.	Prior to commencing construction, the Owner shall enter into a subdivision agreement with the City. The subdivision agreement shall, among other matters, require that the Owner post securities in a format approved by the City Solicitor, in an amount of 100% of the estimated cost of all works, save and except non-municipal buildings. The aforementioned security for site works shall be for works on both private and public property and shall include, but not be limited to, lot grading and drainage, landscaping and driveways, roads and road works, road drainage, underground infrastructure and services (storm, sanitary, watermains), streetlights, stormwater management works and park works. The amount secured by the City shall be determined by the General Manager, Planning, Real Estate and Economic Development Department, based on current City tender costs, which costs shall be reviewed and adjusted annually. Securities for on-site works may be at a reduced rate subject to the approval of the General Manager, Planning, Real Estate and Economic Development Department. Engineering, Inspection and Review fees will be collected based on the estimated cost of the works (+HST) and a park review and inspection fee will be based on 4% (+HST) of the total value of the park works as noted herein and in accordance with the City's Fees By-law for planning applications (By-law No. 2018-24 or as amended).	OTTAWA Planning
5.	The Owner acknowledges and agrees that any residential blocks for street-oriented townhouse dwelling units on the final Plan shall be configured to ensure that there will be no more than 25 units per block.	OTTAWA Planning

6.	The Owner acknowledges and agrees that any person who, prior to the draft plan approval, entered into a purchase and sale agreement with respect to lots or blocks created by this Subdivision, shall be permitted to withdraw from such agreement without penalty and with full refund of any deposit paid, up until the acknowledgement noted above has been executed. The Owner agrees to provide to the General Manager, Planning, Real Estate and Economic Development Department an acknowledgement from those purchasers who signed a purchase and sale agreement before this Subdivision was draft approved, that the Subdivision had not received draft approval by the City. The Owner agrees that the purchase and sale agreements signed prior to draft approval shall be amended to contain a clause to notify purchasers of this fact, and to include any special warning clauses, such as but not limited to Noise Warnings and easements.	OTTAWA Legal
7.	All prospective purchasers shall be informed through a clause in the agreements of purchase and sale of the presence of lightweight fill on the lands, and that the presence of such lightweight fill may result in specific restrictions on landscaping, pools, additions, decks and fencing	OTTAWA Legal
8.	The Owner, or his agents, shall not commence or permit the commencement of any site related works until such time as a pre-construction meeting has been held with Planning, Real Estate and Economic Development Department staff and until the City issues a Commence Work Notification.	OTTAWA Planning
9.	Prior to the Ontario Land Tribunal order and granting approval of the draft plan being issued, the Owner agrees to provide the City an updated version of the draft plan.	OTTAWA Planning
10.	The Owner agrees to submit a signed and dated draft plan to the City for submission to the Ontario Land Tribunal.	OTTAWA Planning
	<u>Zoning</u>	
11.	The Owner agrees that prior to registration of the Plan of Subdivision, the Owner shall ensure that the proposed Plan of Subdivision shall conform with a Zoning By-law approved under the requirements of the <i>Planning Act</i> , with all possibility of appeal to the Ontario Land Tribunal exhausted.	OTTAWA Planning
12.	The Owner undertakes and agrees that prior to the registration of the Plan of Subdivision, the Owner shall deliver to the City a certificate	OTTAWA Planning

	executed by an Ontario Land Surveyor showing that the area and frontage of all lots and blocks within the Subdivision are in accordance with the applicable Zoning By-law.	
	<u>Roadway Modifications</u>	
13.	The Owner shall pay all expenses associated with all works related to any roadway modifications identified or recommended in the Transportation Impact Assessment for the subject site, and shall provide financial security in the amount of 100% of the cost of implementing the required works.	OTTAWA Planning
14.	The Owner agrees to provide a Development Information Form and Geometric Plan indicating: a) Road Signage and Pavement Marking for the subdivision; b) Intersection control measure at new internal intersections; and c) location of depressed curbs and TWSIs; prior to the earlier of registration of the Agreement or early servicing. Such form and plan shall be to the satisfaction of the General Manager, Planning, Real Estate and Economic Development Department.	OTTAWA Planning Transpo Plg
15.	Where traffic calming is identified and recommended in the Transportation Impact Assessment for the subject site, the Owner acknowledges and agrees to implement traffic calming measures on roads within the limits of their subdivision to limit vehicular speed and improve pedestrian safety. The Owner further acknowledges and agrees that the detailed design for new roads will include the recommendation(s) from the required supporting transportation studies. The Owner agrees that traffic calming measures shall reference best management practices from the City of Ottawa Local Residential Streets 30km/hr Design Toolbox, the Canadian Guide to Neighbourhood Traffic Calming, published by the Transportation Association of Canada, and/or Ontario Traffic Manual. These measures may include either vertical or horizontal features (such measures shall not interfere with stormwater management and overland flow routing), including but not limited to: • intersection or mid block narrowings, chicanes, medians; • speed humps, speed tables, raised intersections, raised pedestrian crossings;	OTTAWA Planning

	• road surface alterations (for example, use of pavers or other alternate materials, provided these are consistent with the City's Official Plan policies related to Design Priority Areas); • pavement markings/signage; and • temporary/seasonal installations such as flexi posts or removable bollards.	
	<u>Highways/Roads</u>	
16.	The Owner acknowledges and agrees that all supporting transportation studies and design of all roads and intersections shall be to the satisfaction of the General Manager, Planning, Real Estate and Economic Development Department.	OTTAWA Planning
17.	The Owner shall retain a licensed or registered professional with expertise in the field of transportation planning and/or traffic operations to prepare a Transportation Impact Assessment. The study shall comply with the City of Ottawa's Transportation Impact Assessment Guidelines. The Owner agrees to revise the Draft Plan in accordance with the recommendations of the study.	OTTAWA Planning
18.	The Owner shall revise the draft plan to provide site triangles at the following locations on the final plan: • Local Road to Local Road: 3m x 3m • Local Road to Collector Road: 3m x 5m • Collector Road to Arterial Road: 5m x 5m	OTTAWA Planning Legal
19.	The Owner agrees to provide a construction traffic management plan for the subdivision prior to the earlier of registration of the Agreement or early servicing. Such plan shall be to the satisfaction of the General Manager, Planning, Real Estate and Economic Development Department.	OTTAWA Planning
20.	The Owner acknowledges that should the plan be registered in phases they are to confirm by way of a phasing plan. Such plan shall be to the satisfaction of the General Manager, Planning, Real Estate and Economic Development Department.	OTTAWA Planning
21.	All streets shall be named to the satisfaction of the Director of Building Code Services and in accordance with the Municipal Addressing By-law or the Private Roadways By-law as applicable.	OTTAWA Planning BCS
22.	The Owner acknowledges that the construction of buildings may be restricted on certain lots and/or blocks until such time as road	OTTAWA Planning

	connections are made so that snow plow turning and garbage collection can be implemented.	
	<u>Public Transit</u>	
23.	The Owner shall design and construct, at no cost to the City, passenger standing area and/or shelter pad improvements at existing bus stop locations along the site frontage, and/or new passenger standing areas and/or shelter pads at new or adjusted bus stop locations along the site frontage as determined by Transit Services. Locations and infrastructure requirements will be identified in CUP review.	OTTAWA Planning Transit
24.	The Owner shall design and construct all proposed new pathways as indicated in the June 2021 TIA update report, to the required standard to support winter maintenance.	OTTAWA Transit
25.	The Owner shall provide pedestrian / pathway connections within Park Block 638 and Open Space Block 640 to any sidewalk terminuses at the north end of Street 7 for continuous pedestrian connectivity to the proposed pathway connection to Knudson Drive near Halldorson Crescent.	OTTAWA Planning Transit
26.	The Owner shall inform all prospective purchasers, through a clause in all agreements of Purchase and Sale and indicate on all plans used for marketing purposes, the streets where transit service currently operates, the location of the bus stops, paved passenger standing areas, or shelters pads and shelters, any of which may be located in front of or adjacent to the purchaser's lot at any time.	OTTAWA Transit
	<u>Geotechnical</u>	
27.	Where special soils conditions exist, the Owner covenants and agrees that the following clause shall be incorporated into all agreements of purchase and sale for all lots and blocks affected by special soils, and included in the Subdivision Agreement against the title: "The Owner acknowledges that special soils conditions exist on this lot which will require: (a) a geotechnical engineer or geoscientist licensed in the Province of Ontario to approve any proposal or design for a swimming pool installation or other proposal requiring an additional building permit on this lot prior to applying for a pool enclosure permit or installing the pool; and	OTTAWA Planning

	(b) the Owner to submit a copy of the geotechnical engineer's or geoscientist's report to the General Manager, Planning, Real Estate and Economic Development Department at the time of the application for the pool enclosure or additional building permit. The Owner also acknowledges that said engineer or geoscientist will be required to certify that the construction has been completed in accordance with his/her recommendation and that a copy of the certification or report will be submitted to the General Manager, Planning, Real Estate and Economic Development Department.	
28.	The Owner shall submit a geotechnical report prepared in accordance with the City's Geotechnical Investigation and Reporting Guidelines and/or Slope Stability Guidelines for Development Applications by a geotechnical engineer or geoscientist, licensed in the Province of Ontario, containing detailed information on applicable geotechnical matters and recommendations to the satisfaction of the General Manager, Planning, Real Estate and Economic Development which include, but are not limited to: a) existing sub-surface soils, groundwater conditions; b) slope stability (including an assessment during seismic loading) and erosion protection, in addition to any building construction requirements adjacent to unstable slope; c) clearly indicate orientation of any cross-sections used in slope stability analysis and location of center of the slip circle; d) grade raise restrictions on the site and, if appropriate, the impacts this will have on the slope stability; e) design and construction of underground services to the building, including differential settlement near any buildings or structures; f) design and construction of roadway, fire routes and parking lots; g) design and construction of retaining walls and/or slope protection; h) design and construction of engineered fill; i) design and construction of building foundations; j) site dewatering; k) design and construction of swimming pools; l) design and construction of park blocks for its intended uses; and m) in areas of sensitive marine clay soils.	OTTAWA Planning
29.	a) The Owner agrees to any restrictions to landscaping, in particular the type and size of trees and the proximity of these to structures/buildings due to the presence of sensitive marine clay	OTTAWA Planning

	soils, as per the City's Tree Planting in Sensitive Marine Clay Soils – 2017 Guidelines. b) The Owner agrees to provide the following tests, data, and information prior to zoning approval, in order to determine the sensitivity of the clay soils and how it will impact street tree planting and potentially front yard setbacks: i. Shear Vane analysis including remolded values per ASTM D2573. ii. Atterberg Limit testing per ASTM D4318; with the following data clearly identified, Natural water content (W), Plastic Limit (PL), Plasticity Index (PI), Liquidity Index (LI), and Activity (A). iii. Shrinkage Limit testing per ASTM D4943 with Shrinkage Limit (SL). iv. A separate section within the geotechnical report on sensitive marine clay soils, which will include a signed letter and corresponding map that confirms the locations of low, medium sensitivity (generally <40% plasticity) or high sensitivity clay soils (generally >40% plasticity), as determined by the above tests and data. v. The report identifies that foundation walls are to be reinforced at least nominally, with a minimum of two upper and two lower 15M (rebar size) bars in the foundation wall. c) In locations where all six conditions in the Tree Planting in Sensitive Marine Clay Soils – 2017 Guidelines cannot be met (e.g. if soils are generally >40% plasticity) the 2005 Clay Soils Policy will apply, meaning only small, low-water demand trees can be planted at a minimum separation distance of 7.5m from a building foundation, unless otherwise satisfactory to the General Manager, Planning, Real Estate and Economic Development. In these cases, the Zoning By-law will be used to ensure sufficient front yard setbacks to accommodate street trees in the right-of-way. For example, if street trees are planted in the right-of-way at a distance of 2m from the front lot line, then the minimum front yard setback would be 5.5m (7.5m – 2m).	
30.	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 Forestry Services prior to circulation to homeowners.	OTTAWA Forestry
	<u>Pathways, Sidewalks, Walkways, Fencing, and Noise Barriers</u>	

31.	The Owner acknowledges and agrees that all pathways, sidewalks, walkways, fencing, and noise barriers are to be designed and constructed in accordance with City specifications, at no cost to the City, and to the satisfaction of the General Manager, Planning, Real Estate and Economic Development Department.	
32.	The Owner shall construct split-rail fencing adjacent to the side yards of new lots and blocks abutting the pathway connections between the subject open space blocks and the public right of way: • Blocks 635, 636, 637, 641, 642, 646, 649, 650, 718 and 719.	OTTAWA Planning
33.	The Owner shall construct 2.0 metre-wide asphalt pathways within open space blocks. Where grading and environmental constraints exists alternative surface options may be considered acceptable and shall be reviewed in accordance with the Park Development Manual, all to the satisfaction of the General Manager, Planning, Real Estate and Economic Development Department: • Blocks 635, 636, 637, 641, 642, 646, 649, 650, 718 and 719.	
34.	The Owner agrees to design and construct, in a manner that is accessible under The <i>Accessibility for Ontarians with Disabilities Act</i> (AODA) legislation, 2.0-metre-wide asphalt walkways and related works through the length of the public lands in the following locations: • Blocks 731 & 732 • Block 113 on Plan 4M-684	OTTAWA Planning
35.	The Owner agrees to design and construct split-rail fences in accordance with the Fence By-law at the following locations: • Blocks 731 & 732 • Block 113 on Plan 4M-684	OTTAWA Planning
36.	<i>[This condition is in dispute]</i>	
37.	The Owner agrees to design and construct 1.5 metre black vinyl-coated chain link fences in accordance with the Fence By-law in any yards where stormwater management facility pathways (Blocks 634, 639, 640 and 647) are less than 6.0 metres from said yards.	OTTAWA Planning
38.	The Owner agrees to design and construct 1.8 metre wood privacy fences in accordance with the Fence By-law at the following locations: • Between Block 648 and Blocks 651, 652 and 653.	OTTAWA Planning

	a) The Owner agrees that any wood privacy fence required to be installed shall be located a minimum of 0.15 metres inside the property line of the blocks listed above.	
39.	The Owner agrees to design and construct 1.8 metre wide sidewalks at the following locations, or as otherwise agreed upon: • Street No. 1, both sides • Street No. 2, east side • Street No. 3, east side • Street No. 4, south side • Street No. 5, north side • Street No. 6, south side • Street No. 7, both sides between Campeau Drive and Street No. 9, west side only north of Street No. 9 • Street No. 8, west side • Street No. 9, both sides between Street No. 7 and Street No. 11, south side only east of Street No. 11 • Street No. 10, north side • Street No. 11, both sides • Street No. 12, east side • Street No. 13, east side • Street No. 14, east side • Street No. 15, east side • Street No. 16, both sides • Street No. 17, east side • Street No. 18, south side • Street No. 19, south side • Street No. 20, south side • Beaverbrook Road, south side between Street No. 17 and Weslock Way	OTTAWA Planning
40.	The Owner agrees to connect all new pathways, sidewalks, walkways to the existing pathways, sidewalks, walkways located at the following locations: • Street No. 1 at Campeau Drive • Street No. 7 at Campeau Drive • Street No. 11 at Campeau Drive • Street No. 1 at Knudson Drive • Street No. 16 at Knudson Drive • Street No. 16 at Weslock Way	OTTAWA Planning

41.	The Owner agrees to design and erect at no cost to the City, noise attenuation barriers in accordance with City specifications at the following locations: • Blocks 651, 703 and 704. The Owner further agrees that any noise attenuation barrier required to be installed under this Agreement, shall be located a minimum of 0.30 metres inside the property line of the private property, and the location of the fence shall be verified by an Ontario Land Surveyor, prior to the release of securities for the noise attenuation barrier.	OTTAWA Planning
42.	The Owner agrees that any fencing to be installed is not to encumber any drainage patterns on the final grading plans and not to adversely impact the CRZ (Critical Root Zone) of existing trees on existing adjacent residential lots to the satisfaction of the General Manager of Planning, Real Estate and Economic Development.	OTTAWA Planning
43.	The Owner agrees that pathways have to be accessible under The <i>Accessibility for Ontarians with Disabilities Act</i> (AODA) legislation. If a pathway cannot meet AODA legislation the block can be relocated where an accessible location can be made, to the satisfaction of the General Manager of Planning, Real Estate and Economic Development.	OTTAWA Planning
44.	The Owner shall insert a clause in each agreement of purchase and sale and shall be registered as a notice on title in respect of all lands which fences have been constructed stating that: “Purchasers are advised that they must maintain all fences in good repair, including those as constructed by (<i>developer name</i>) along the boundary of this land, to the satisfaction of the General Manager, Planning, Real Estate and Economic Development Department. The Purchaser agrees to include this clause in any future purchase and sale agreements”.	OTTAWA Planning
	<u>Landscaping/Streetscaping</u>	
45.	The Owner agrees, prior to registration or early servicing, whichever is earlier, to have a landscape plan(s) for the plan of subdivision prepared by a Landscape Architect, in accordance with the recommendations contained in the geotechnical report(s) and the combined Environmental Impact Statement and Tree Conservation Report(s) (as amended).	OTTAWA Planning Forestry

	The landscape plan(s) shall include detailed planting locations, plant lists which include species, plant form and sizes, details of planting methods, pathway widths and materials, access points, fencing requirements and fencing materials, other landscape features and gateway features where required. The landscape plan(s) shall specifically address the vegetated buffers and afforestation areas recommended in the combined Environmental Impact Statement and Tree Conservation Report as well as the stormwater management pond blocks, parks and street tree plantings. The Owner agrees to implement the approved landscape plan(s) and bear all costs and responsibility for the preparation and implementation of the plan(s). The Owner agrees that where sensitive marine clay soils are present, and the geotechnical report has satisfied the applicable conditions of the Tree Planting in Sensitive Marine Clay Soils - 2017 Guidelines, confirmation of adequate soil volumes in accordance with the subject guidelines shall be provided by a Landscape Architect prior to zoning approval. All of the aforementioned are to the satisfaction of the General Manager, Planning, Real Estate and Economic Development Department.	
46.	<i>[This condition is in dispute]</i>	
47.	In areas of sensitive marine clay soils where the six conditions of the Tree Planting in Sensitive Marine Clay Soils – 2017 Guidelines have been met, the following shall be provided: a) The landscape plan shall include a note indicating that it has been developed as per the geotechnical report(s), to the satisfaction of the General Manager, Planning, Real Estate and Economic Development. b) At the time of tree planting, in addition to providing an F1 inspection form, the Landscape Architect will provide a signed letter indicating that trees have been planted with appropriate soil volume in accordance with the approved Landscape Plan, to the satisfaction of the General Manager, Planning, Real Estate and Economic Development.	OTTAWA Planning
48.	The Owner agrees to provide the following minimum tree planting setbacks:	OTTAWA Planning Forestry

	a) Maintain 1.5 metres from sidewalk or MUP/cycle track. b) Maintain 2.5 metres from any curb. c) Coniferous species require a minimum 4.5 metres setback from curb, sidewalk or MUP/cycle track/pathway. d) Maintain 7.5 metres between large growing trees, and 4 metres between small growing trees. Park or open space planting should consider 10 metre spacing, except where otherwise approved in naturalization / afforestation areas. e) Adhere to Ottawa Hydro's planting guidelines (species and setbacks) when planting around overhead primary conductors.	
49.	The Owner agrees to adhere to the following new tree specifications: a) Minimum stock size: 50mm tree caliper for deciduous, 200cm height for coniferous. b) Maximize the use of large deciduous species wherever possible to maximize future canopy coverage. c) Tree planting on city property shall be in accordance with the City of Ottawa's Tree Planting Specification; and include watering and warranty as described in the specification (can be provided by Forestry Services). d) Tree planting within the vegetated buffers shall be in accordance with the City of Ottawa's Tree Planting Specification; and include watering and warranty as described in the specification (can be provided by Forestry Services) until such time as title has been transferred to another owner. e) Plant native trees whenever possible; only native trees shall be planted in naturalization / afforestation areas. f) No root barriers, dead-man anchor systems, or planters are permitted. g) No tree stakes unless necessary (and only 1 on the prevailing winds side of the tree).	OTTAWA Planning Forestry
50.	The Owner agrees to adhere to the following hard surface planting guidelines:	OTTAWA Planning Forestry

	• Curb style planter is highly recommended. • No grates are to be used and if guards are required, City of Ottawa standard (which can be provided) shall be used. • Trees are to be planted at grade.																						
51.	In areas where there are no sensitive marine clay soils, the Owner agrees to provide the following minimum soil volumes for all new plantings: <table border="1"> <thead> <tr> <th>Tree Type/Size</th><th>Single Tree Soil Volume (m3)</th><th>Multiple Tree Soil Volume (m3/tree)</th></tr> </thead> <tbody> <tr> <td>Ornamental</td><td>15</td><td>9</td></tr> <tr> <td>Columnar</td><td>15</td><td>9</td></tr> <tr> <td>Small</td><td>20</td><td>12</td></tr> <tr> <td>Medium</td><td>25</td><td>15</td></tr> <tr> <td>Large</td><td>30</td><td>18</td></tr> <tr> <td>Conifer</td><td>25</td><td>15</td></tr> </tbody> </table>	Tree Type/Size	Single Tree Soil Volume (m3)	Multiple Tree Soil Volume (m3/tree)	Ornamental	15	9	Columnar	15	9	Small	20	12	Medium	25	15	Large	30	18	Conifer	25	15	OTTAWA Planning Forestry
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	<u>Tree Conservation</u>																						
52.	The Owner acknowledges and agrees to abide by the Tree Protection By-law, 2020-340, and that any trees to be removed from the site shall be in accordance with an approved Tree Permit. The Owner agrees to implement the measures recommended in the supporting tree conservation report and the identification of existing trees on adjacent pre-existing residential lots where the CRZ extends onto the Owner's lands to ensure preservation of the trees identified for protection, including all vegetated buffers, in accordance with the City's tree protection requirements listed within the Tree Protection By-law, 2020-340. All of which are to the satisfaction of the General Manager, Planning, Real Estate and Economic Development Department.	OTTAWA Planning																					
53.	The Owner agrees to maintain the tree protection measures until construction is complete and/or the City has provided written permission to remove them.	OTTAWA Planning																					
	<u>Gateway Features</u>																						
54.	The Owner acknowledges and agrees that the Primary Neighbourhood Gateway Features located at the following locations: • Campeau Drive at St. No. 1 • Campeau Drive at St. No. 7	OTTAWA Planning																					

	• Campeau Drive at St. No. 11 shall be designed, constructed and certified by a qualified professional and shall be in accordance with the City's Design Guidelines for Development Application Gateway Features, applicable by-laws and policies. Prior to the earlier of registration or installation, the Owner shall deposit security to meet the on-going maintenance obligations of the Feature(s) by the Owner for a one-year period after the construction of the Feature. The security will not be reduced or released until the expiration of the one-year period and until the time a certification by a qualified professional confirming that the Feature is constructed in accordance with the Guidelines and approved plans and is in a good state of repair is provided. During the warranty period, the Owner shall be solely responsible for the on-going upkeep and maintenance of the Gateway Feature(s). The Owner shall, prior to registration, make a financial contribution (+HST) to the "Maintenance Fund" in accordance with the City's Design Guidelines for Development Application Gateway Features. All of the aforementioned are to the satisfaction of the General Manager, Planning, Real Estate and Economic Development Department.	
55.	The Owner acknowledges and agrees that the proposed Secondary Neighbourhood Gateway Feature(s) located at the following locations: • Kundson Drive at Street No. 1 • Kundson Drive at Street No. 16 • Weslock Way at Street No. 16 • Beaverbrook Road at Street No.17 shall be designed, constructed and certified by a qualified professional and shall be in accordance with the City's Design Guidelines for Development Application Gateway Features, applicable by-laws and policies. Prior to the earlier of registration or installation, the Owner shall deposit security to guarantee on-going maintenance and removal of the Secondary Neighbourhood Gateway Feature(s). The Owner shall be solely responsible for the on-going upkeep and maintenance of the Secondary Neighbourhood Gateway Feature until it is removed, upon which time the security may be released.	OTTAWA Planning

	All of the aforementioned are to the satisfaction of the General Manager, Planning, Real Estate and Economic Development Department.	
	<u>Parks</u>	
56.	In accordance with the <i>Planning Act</i> and the City of Ottawa Parkland Dedication By-law, the Owner shall convey Blocks 638, 645, 666, 667 (the "Park Block") to the City for parkland purposes, to the satisfaction of the General Manager, Recreation, Cultural and Facility Services Department.	OTTAWA Parks
57.	The Owner covenants and agrees that Block(s) 638, 645, 666, 667 will be conveyed to the City, at no cost, as dedicated parkland. The size and configuration of the Park Block(s) on the Final Plan shall be to the satisfaction of the General Manager, Recreation, Cultural and Facility Services Department. The Owner covenants and agrees that the parkland dedication requirement has been based on the proposed residential use at a rate of one hectare per 300 units (residential >18units/ha), or such other rate as agreed to in writing to the satisfaction of the General Manager, Recreation, Cultural and Facility Services Department. Based on the estimated number of 1,480 dwelling units for this development, a parkland dedication of 4.93 hectares is required. The Owner agrees that any over-dedication of Parkland shall not be compensated or reimbursed as part of this agreement or any further agreement with the City. Any over-dedication cannot be transferred to another development application. In the event that there is a change in the proposed use, block area, residential product and/or number of dwelling units change, the required parkland dedication will also be subject to change.	OTTAWA Parks
58.	The Owner acknowledges and agrees to design and construct at its cost the Park Block(s) in accordance with City Specifications and Standards. The Owner further agrees to provide design plans and documents as detailed in the Park Development Manual 2nd edition 2017 (and as amended) for the park(s). The plans and documents will detail the designs, costs and amenities to be provided in each park. The expected cost of the design, construction, review and inspection of these parks will be in accordance with the rate per	OTTAWA Parks

	hectare and indexing rate utilized for park development by the City at the time of registration of each phase of development. The design plans and documents as well as the final budget for design, construction, review and inspection shall be subject to approval by the City, all to the satisfaction of the General Manager, Recreation, Cultural and Facility Services Department, and shall be referred to as the “Park Development Budget”. The design plans and documents as well as the final budget for design, construction, review and inspection shall be subject to approval by the City, all to the satisfaction of the General Manager, Recreation, Cultural and Facility Services Department.	
59.	All Owner obligations associated with the Park Block(s) must be completed to the satisfaction of the General Manager, Recreation, Cultural and Facility Services Department within two (2) years of registration of the phase which contains the park block. If the Park Block is not tendered and under construction within two years of registration, the Owner agrees that the Park Development Budget shall be based on the park development rate per hectare in effect at the time of the commencement of the park construction and that the Owner is required to pay the applicable park development rate for the current year that the park is to be built and those funds will be added to the park budget for construction.	OTTAWA Parks
60.	The Owner acknowledges and agrees that no stormwater management ponds, overland flow routes, and/or encumbrances of any kind, such as retaining walls, utility lines or easements of any kind shall be located on or under dedicated park blocks, unless satisfactory to the General Manager, Recreation, Cultural and Facility Services Department. If encumbrances exist, or are proposed on the park blocks, the park blocks may need to be adjusted, increased in size to accommodate intended parkland development requirements, and said encumbered lands may need to be removed from parkland dedication. The draft plan may need to be adjusted to reflect omission of encumbered lands that restrict parkland development. The removal and/or mitigation of the encumbrances shall be the responsibility of the Owner, at the Owner’s expense. All of the aforementioned are to the satisfaction of the General Manager, Recreation, Cultural and Facility Services Department.	OTTAWA Parks

61.	The Owner acknowledges and agrees that any encumbrances at, above or below the surface, which are not for the benefit of the park, such as retaining walls, utility lines, floodplain areas, wildlife, environmental and vegetation buffers including the CRZ of existing off-site trees on adjoining lots as identified by the City Forester or easements of any kind on lands, or portion thereof encumbering the design and function of future Park Block(s) must be approved by the General Manager of Recreation, Culture and Facility Services Department, and will not form part of the <i>Planning Act</i> parkland dedication requirements unless so approved.	OTTAWA Parks
62.	The Owner agrees the Park Block(s) must be fully developable for its intended use based on a geotechnical and soils report. If any constraints to development of the Park Block(s) are found the measures necessary to mitigate the constraints and to provide a subgrade suitable for the intended park(s) uses as identified in the Facility Fit Plan, or if a Facility Fit Plan has not yet been prepared for intended park uses as identified by Parks planning staff, will be undertaken by the Owner. The Owner is solely responsible for the costs of any necessary mitigation measures in addition to the Park Development Budget. All of the aforementioned are to the satisfaction of the General Manager, Recreation, Cultural and Facility Services Department.	OTTAWA Parks
63.	Once a Facility Fit Plan is submitted and after all tree protection fencing for on-site and off-site trees on adjoining residential lots 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(s) to facilitate rough grading of the area. The City agrees that the Owner may stockpile the topsoil either on or off the Park Block(s). If the removal of the native topsoil is required, 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.	OTTAWA Parks
64.	The City acknowledges and agrees that the Owner may use the Park Block(s) 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 future excess soils regulation, as amended.	OTTAWA Parks

	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 that the Owner chooses to use the parkland for stockpiling or staging, once this use of the parkland is completed, all materials will be removed from the parkland and a geotechnical report by a qualified and licensed engineer or geoscientist will be submitted. The geotechnical and soils report 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 on the site and conform to City Standards, to the satisfaction of the General Manager, Infrastructure and Water Services Department. 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 estimated Park Development Budget calculated at the per hectare rate as indexed and such remediation work shall be completed to the satisfaction of the General Manager, Infrastructure and Water Services Department.	
65.	The Owner further agrees to prepare and submit upon or prior to registration, for approval all park plans and documents required as noted in the Park Development Manual 2017 based on the approved Facility Fit Plan, all to the satisfaction of the General Manager, Recreation, Cultural and Facility Services Department.	OTTAWA Parks
66.	The Owner acknowledges and agrees that it is the responsibility of the Owner to fill and rough grade the park where necessary to meet approved subdivision grades, with clean earth borrow, compacted and leveled within the Park Block(s) accordingly, to provide for positive surface drainage as per the City Standards for Park Fill and rough grading as per the approved subdivision grading plan. All at the expense of the Owner. Any fill imported to the future Park Block must be conducted in accordance with the future excess soils regulation, as amended. Documentation of the source and quality of the fill to be imported must be approved by a Qualified Person. Soils must be tested to the minimum parameter list as specified in the excess soils regulation. Importation of soils with no chemical testing will not be permitted. Additional testing may be required by the Qualified Persons as defined in the regulation.	OTTAWA Planning Parks

	Copies of all records related to all soils imported to the future park areas must be provided to the City. All works and fill materials are to be approved by the General Manager, Planning, Real Estate and Economic Development 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.	
67.	The Owner acknowledges and agrees that it is the responsibility of the Owner to undertake the final grading, including supply of required fill and topsoil for the Park Block, in accordance to the park design working drawings/ grading and drainage plans. The final grading will be covered by the Park Development Budget to a maximum of 10% of the park construction cost sub-total. Additional fill and grading beyond 10% of the park construction cost will be at the sole expense of the Owner and additional to the park budget. All works and design drawings are subject to the approval of the General Manager, Recreation, Cultural and Facility Services Department and the General Manager, Planning, Real Estate and Economic Development Department.	OTTAWA Planning Parks
68.	Unless otherwise specified the Owner shall provide the following services and utilities to all Park Blocks (638, 645, 666, 667): a) A 300mm (minimum) diameter storm sewer and CB/MH at 2m inside the park property line. b) A 50mm diameter water line complete with standpost at 2m inside the park property line. A city standard park water vault chamber, standard detail W31.1 latest version, must also be installed as part of parks water works. The park water vault will be funded from the park budget. Co-ordination of all park water works including water vault and meter installation is an Owner responsibility. c) 150mm diameter sanitary sewer and MH at 2m inside the park property line [subject to confirmation of requirement at Fit Plan stage]. d) A 120/240 volt, 200 amperes single phase hydro service at 2m inside the park property line. The Owner is responsible for making all arrangements and coordinating the connection of the new hydro (electrical) service, including costs and inspections, with the respective hydro (electricity) agencies. The Owner is also responsible to ensure the park electricity service(s) is included on the approved CUP drawings.	OTTAWA Planning Parks

	Due to the linear nature of Park Block 638, the Owner shall provide additional services and utilities, as required, in accordance with the Facility Fit Plan at no cost to the City. All works shall be shown on the approved drawings and shall be subject to the approval of the General Manager, Infrastructure and Water Services Department.	
69.	The Owner shall install fencing of uniform appearance and quality, with a minimum height of five feet (5') (1.5m) along the common boundary of all residential lots and other lots which abut Park Blocks. Fences shall be installed 0.15m on the public side of the common property line, and the location of the fence shall be verified by an Ontario Land Surveyor. All fences must adhere to the City's fence By-law 2003-462. Fence materials will be of commercial grade and consist of 6-gauge black vinyl coated chain link material and black powder coated schedule 40 pipe rails and posts or an approved alternative.	OTTAWA Parks
70.	<i>[This condition is in dispute]</i>	
71.	The Owner shall include a clause in each Agreement of Purchase and Sale and shall be registered as a notice on title in respect of all Lots and Blocks which shall provide notification to all purchasers of lands within the Subdivision that parkland within this subdivision and/or already existing in the vicinity of the subdivision may have: a) active hard surface and soft surface recreational facilities b) active lighted sports fields and other lit amenities c) recreation and leisure facilities d) potential community centre e) library f) day care g) other potential public buildings/ facilities/ amenities.	OTTAWA Parks
72.	The Owner acknowledges and agrees that, if the approved park concept design contains amenities proposed by the Owner that exceed the standard Park Development Budget, and if securities are not retained by the City for these items, the City shall not be responsible for these items in the event that the City must complete the park.	OTTAWA Parks
73.	The Owner acknowledges and agrees that, following registration of the applicable phase of the subdivision, the Park Block(s) will be transferred to the City. Notwithstanding said transfer, the Owner	OTTAWA Parks

	acknowledges and agrees that, prior to the assumption of the park by the City, the owner will retain all liability for the transferred blocks and that said transfer will in no way exonerate the Owner from its responsibility to design and construct the park pursuant to the terms of the Subdivision Agreement.	
74.	Prior to the acceptance of woodland Park Block 645; and Park Block(s) 638, 666 with substantial wooded areas; the Owner agrees to remove any dead, dying or fallen trees and debris from the Block(s) that pose a safety risk. Prior to any removals, the Owner must arrange an inspection of the lands with the City Forester and Park Planner in advance of these works occurring. Any removals/clean up shall follow best forestry practises. The design drawings and documents for woodland Park Block 645 must include a Park Woodlot Management Plan prepared by a registered Professional Forester. The recommendations must be implemented during the park development. The Owner acknowledges and agrees that the costs to remove unsafe trees, costs to prepare the Park Woodlot Management Plan and costs to implement the recommendations found in the Management Plan will be outside of the Park Development Budget, at the sole cost to the Owner.	OTTAWA Planning Parks
75.	The Owner acknowledges and agrees to erect, at its expense, on the Park Block at locations selected by the General Manager, Infrastructure and Water Services Department a professionally painted sign. Sign material, size and installation and construction details shall be to the satisfaction of the General Manager, Recreation, Cultural and Facility Services. The signs shall clearly read, in English and in French: Future Parkland No Dumping No Removal Soil or Vegetation No Storage of Materials Parc futur Il est interdit de jeter des déchets Il est interdit d'enlever le sol ou la végétation Entreposage de matériaux interdit The Owner further agrees to maintain the signs (including graffiti) and such signs shall be removed only with the approval of the General Manager, Recreation, Cultural and Facility Services.	OTTAWA Parks

76.	Upon registration of the subdivision and transfer of ownership of the Park Block to the City, the Owner agrees to provide: • a certificate of insurance that names the City of Ottawa as Additional Insured, and • a letter of credit which covers the full amount of the Park Design and Construction Cost to ensure the work is completed. The Owner will hereby be granted consent to enter at no cost to complete the work. All is to the satisfaction of the General Manager of Recreation Culture and Facility Services.	OTTAWA Parks
77.	The Owner acknowledges and agrees that no work within the right-of-way in front of, or around, any boundary of the park will be a park cost. All right-of-way work including, tree planting, topsoil and sod, and all hard surface work will be at the Owners' expense. Where a park plaza or landscape feature extends into the right-of-way as a continual element of the park development, this work may be considered park work at the discretion of the General Manager, Recreation, Cultural and Facility Services.	OTTAWA Parks
78.	The Owner acknowledges and agrees that if there is a deficiency in the quantity of street trees within the Subdivision, and the Owner and the City mutually agree that those trees shall be planted within the Park Block(s), the supply and installation of those trees shall be at the Owners' expense, outside of the Park Development Budget.	OTTAWA Parks
79.	The Owner and the General Manager of Recreation, Culture and Facility Services may, if it is mutually beneficial to both parties, enter into an agreement whereby the Owner will provide funding (+HST) to the City for the design and the construction of the Park Block(s). The City will proceed with the design and construction of the park as per the typical City-build park process as described in the Park Development Manual. City may need to hire another consultant due to the Conflict of Interest provisions in Section 42 of the Procurement By-law, as follows: 1. 42. CONFLICT OF INTEREST 2. (1) No person shall provide Consulting Services or Professional Services to both the City and a private sector developer on the same or related project. (2008-332) 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 rate per hectare, and indexing rate utilized for the park development by the City at the time of registration of the phase of development, which includes the Park Block(s), (referred to as the	OTTAWA Parks

	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 for the phase of development, which includes the Park Block. All standard subdivision conditions associated with the park, 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 Block(s) will remain a subdivision cost to be covered by the Owner separate from the Park Development Budget.	
80.	The Owner acknowledges and agrees to provide the City with one additional year of warranty on all park construction Works on Block 667, due to the significant amount of fill required for this block.	OTTAWA Parks
81.	In accordance with condition 74, the Owner agrees to remove any dead, dying or fallen trees and debris from the Open Space Block(s) that pose a safety risk. Prior to any removals, the Owner must arrange an inspection of the lands with the City Forester and Park Planner in advance of these works occurring. Any removals/clean up shall follow best forestry practises, at the sole cost to the Owner.	OTTAWA Parks
82.	Prior to registration, in respect to Park Block 638, the Owner at its sole expense, shall provide mitigation measures, that include measures relating to existing off-site trees and landscaping on adjacent residential lots, to ensure that the design intent of the park block can be achieved. Such work shall include, but not limited to provide culvert and/or structures to allow for pedestrian crossing over the required easement lands, any and all landform works, slope stabilization, barrier or delineation fencing, landscaping and other works that may be required on or within the easement lands to achieve the park design requirements. No park easement works shall be a park budget responsibility, and unless for the benefit of the City, no easement lands will count as parkland dedication. All is to the satisfaction of the General Manager of Recreation Culture and Facility Services.	OTTAWA Parks
83.	Prior to registration, the Owner shall ensure Park Block 645 is not encumbered by any structures, underground services and utilities, unless otherwise acceptable to the General Manager of Recreation Culture and Facility Services. Removals of and mitigation including a site condition report as required to be submitted to the City, at the Owner's expense. All is to the satisfaction of the General Manager of Recreation Culture and Facility Services.	OTTAWA Parks
	<u>Environmental Constraints</u>	

84.	The Owner shall prepare an Integrated Environmental Review in accordance with the policies of the Official Plan, to the satisfaction of the General Manager, Planning, Real Estate and Economic Development Department. This shall include a consolidated summary of the Combined Environmental Impact Statement and Tree Conservation Report recommendations and shall demonstrate how these recommendations have been incorporated into the final plan. It shall specifically include a quantitative comparison of current significant woodland and total forest canopy on the site with the anticipated future forest canopy based on the tree planting shown in the Landscaping Plan.	OTTAWA Planning CA
85.	The Owner agrees that prior to registration, early servicing, or other works that would alter the vegetative characteristics of the site, the Owner shall have the environmental impact statement consolidated and updated as necessary to reflect the final plan as approved, and to address any changes to the anticipated impacts and recommended mitigation measures that may be required as a result of changes to the draft plan, changes in the regulatory context with respect to species at risk, or changes in the known environmental context of the site. This update shall be to the satisfaction of the General Manager, Planning, Real Estate and Economic Development Department.	OTTAWA Planning CA
86.	The Owner acknowledges and agrees that the construction of the subdivision shall be in accordance with the recommendations of the combined Environmental Impact Statement and Tree Conservation Report by McKinley and Muncaster, as amended, including but not limited to: • Afforestation of the Open Spaces, Woodland Park and landscaped buffers (planting plan to be approved by the City) • Fish and wildlife salvage with the exception of non-native invasive species (e.g. carp, goldfish) • Other construction mitigation measures, including measures relating to existing off-site trees and landscaping on adjacent residential lots, such as timing windows for the removal of vegetation.	OTTAWA Planning CA
87.	The Owner agrees to abide by all appropriate regulations associated with Provincial and Federal statutes for the protection of wildlife, including migratory birds and species at risk.	OTTAWA Planning
88.	<i>[This condition is in dispute]</i>	
89.	The Owner shall convey, at no cost to the City, the following lands: Blocks 635, 636, 637, 641, 642, 646, 649, 650, 718, and 719	OTTAWA Planning

	comprising the Open Spaces for afforestation. Final configuration of the Blocks shall be to the satisfaction of the General Manager, Planning, Real Estate and Economic Development Department. These lands shall not be credited towards determining parkland dedication requirements.	
90.	Where required, the Owner shall prepare, to the satisfaction of the General Manager, Planning, Real Estate and Economic Development Department, an Owner Awareness Package (OAP) highlighting the advantages and responsibilities of a homeowner living in or adjacent to naturalized greenspaces. The OAP shall describe the natural attributes of the community and the importance of good stewardship practices to ensure the long-term health and sustainability of the natural features and the urban forest canopy, including the vegetated buffers. Topics to be discussed include, but are not limited to, reducing environmental impacts from common household activities (e.g., water conservation, yard waste disposal, chemical use and storage, etc.), avoiding human-wildlife conflicts, care and maintenance of trees, and recommendations of locally appropriate native species for landscaping. The OAP shall be distributed to all purchasers with the Agreement of Purchase and Sale.	OTTAWA Planning CA
	<u>Record of Site Condition / Contaminated Soil</u>	
91.	<i>[This condition is in dispute]</i>	
92.	<i>[This condition is in dispute]</i>	
93.	The Owner shall be required to submit a revised Phase II ESA with a remediation report appended upon completion of the remedial work to the satisfaction of the General Manager, Planning, Real Estate and Economic Development Department.	OTTAWA Planning CREO
94.	<i>[This condition is in dispute]</i>	
	<u>Schools</u>	
95.	The Owner acknowledges and agrees to inform prospective purchasers that school accommodation pressures exist in the Ottawa-Carleton District School Board Schools designated to serve this development which are currently being address by the utilization of portable classrooms and/or directing students to schools outside their community.	OCDSB
96.	The Owner acknowledges and agrees to notify prospective purchasers that Ottawa Catholic Schools in the area are overcrowded	OCSB

	and therefore existing attendance boundaries may be changed and/or students may be directed to schools outside their community or accommodated in portables.	
	<u>Sump Pumps</u>	
97.	Prior to registration or early servicing the Owner acknowledges and agrees to provide a hydrogeological assessment of the seasonal high water table prepared and certified by a hydrogeologist whom is either a Professional Geoscientist or Professional Engineer licensed in Ontario. The assessment will require a monitoring well program designed and supervised by a hydrogeologist, who will also be responsible for the overall hydrogeological assessment, all to the satisfaction of the General Manager, Planning, Real Estate and Economic Development.	OTTAWA Planning
98.	The Owner acknowledges requirements for the hydrogeological assessment will be defined in the City of Ottawa Sewer Design Guidelines. The Owner acknowledges and agrees this will include but not be limited to: requirements for the identification of the pre-development high water table, anticipated post-development changes to the long-term water table (where supporting data is available in order to assess these changes), the potential for short-term groundwater concerns during transient events (e.g., spring melt, high intensity storm events), and estimated rate of groundwater ingress for both long-term and transient conditions. This assessment shall be used to support the setting of the underside of footing (USF) elevations for proposed residences in the affected area.	OTTAWA Planning
99.	The Owner acknowledges to install a complete sump pump system which conforms to the City of Ottawa Sewer Design Guidelines, to the satisfaction of the General Manager, Planning, Real Estate and Economic Development. The Owner acknowledges and agrees this will include but not be limited to: - CSA approved sump pump with check valve, - Design for 200% anticipated flow and maximum head, - Covered sump pit, - Backwater valve, - Back up pump and power supply.	OTTAWA Planning
100.	The Owner acknowledges and agrees the costs for the sump pump systems including back-up system and installation are the responsibility of the owner while the costs for the maintenance and operation of the system (including back up) and eaves trough	OTTAWA Planning

	discharge will be the responsibility of the homeowner. These conditions will be included, as part of the planning approval and notice will be required within the purchase and sale agreement, as well as registered on title.	
101.	The Owner acknowledges and agrees that in addition to the main sump pump, a back-up system will be required with minimum capacity and continuous hours of operation as will be specified in the City of Ottawa Sewer Design Guidelines.	OTTAWA Planning
102.	The Owner acknowledges and agrees only the perimeter foundation drainage system will be connected to the sump pit and agrees the sump pump system shall discharge to the storm sewer.	OTTAWA Planning
103.	The Owner acknowledges and agrees all grading plans are to clearly indicate each individual home where a sump pump system is required.	OTTAWA Planning
104.	The Owner acknowledges and agrees to include statements in all offers of purchase and sale agreements for all lots, and register separately against the title wording acceptable to the satisfaction of the General Manager, Planning, Real Estate and Economic Development, advising the home is equipped with a sump pump and advising guidelines for its use and maintenance.	OTTAWA Planning
105.	The Owner acknowledges and agrees that all sump pump systems including back-up system must be inspected and maintained regularly in accordance with the manufacturer's recommendations. The Owner covenants and agrees that it will advise all prospective lot purchasers of the sump pump systems and back-up system in the agreement of purchase and sale, and shall be registered as a notice on title in respect of all Lots and Blocks.	OTTAWA Planning
	<u>Stormwater Management</u>	
106.	The Owner shall provide any and all stormwater reports (list of reports, for example, a Stormwater Site Management Plan in accordance with a Conceptual Stormwater Site Management Plan) that may be required by the City for approval prior to the commencement of any works in any phase of the Plan of Subdivision. Such reports shall be in accordance with any watershed or subwatershed studies, conceptual stormwater reports, City or Provincial standards, specifications and guidelines. The reports shall include, but not be limited to, the provision of erosion and sedimentation control measures, implementation or phasing	OTTAWA Planning CA

	requirements of interim or permanent measures, and all stormwater monitoring and testing requirements. All reports and plans shall be to the satisfaction of the General Manager, Planning, Real Estate and Economic Development Department.	
107.	Prior to the commencement of construction of any phase of this Subdivision (roads, utilities, any off site work, etc.) the Owner shall: i. have a Stormwater Management Plan and an Erosion and Sediment Control Plan prepared by a Professional Engineer in accordance with current best management practices; ii. provide all digital models and modelling analysis in an acceptable format; and iii. have said plans approved by the General Manager, Planning, Real Estate and Economic Development Department. All submissions and any changes made to the Plan shall be submitted to the satisfaction to the City and the Mississippi Valley Conservation Authority. The Owner shall implement an inspection and monitoring plan to maintain erosion control measures. The Owner shall provide certification through a Professional Engineer licensed in the province of Ontario that the plans have been implemented.	OTTAWA Planning and MVCA
108.	On completion of all stormwater works, the Owner agrees to provide certification to the General Manager, Planning, Real Estate and Economic Development Department through a Professional Engineer, licensed in the province of Ontario, that all measures have been implemented in conformity with the approved Stormwater Site Management Plan.	OTTAWA Planning
109.	The Owner shall maintain and implement a monitoring/implementation program for the ultimate stormwater management facilities on-site including low impact development measures in accordance with the recommendations of the Servicing and Stormwater Management Plans and Reports, and the Environmental Compliance Approval(s), until such time as the stormwater management facilities have been given Final Acceptance and has been assumed by the City. The Owner acknowledges and agrees that the City shall not assume the stormwater management facilities until a minimum of 80% of the tributary area of the facility is constructed and occupied, or at an earlier agreed upon date. The	OTTAWA Planning

	Owner acknowledges that the City shall hold a portion of the letter of credit, for the construction of the facility, for the purpose of ensuring maintenance and monitoring is completed in accordance with the approved Plans and Reports, and in accordance with the Ministry of the Environment's Environmental Compliance Approval(s). All of aforementioned are to the satisfaction of the General Manager, Planning, Real Estate and Economic Development Department.	
110.	The Owner agrees to design and construct, as part of the stormwater management infrastructure, at no cost to the City, monitoring facilities and vehicular access to the satisfaction of the City.	OTTAWA Planning
111.	The Owner agrees that the development of the Subdivision shall be undertaken in such a manner as to prevent any adverse effects, and to protect or restore any of the existing or natural environment to the extent adversely affected by the redevelopment, through the preparation of any storm water management reports, as required by the City.	OTTAWA Planning
112.	The Owner covenants and agrees that the following clause shall be incorporated into all agreements of purchase and sale for the whole, or any part, of a lot or block on the Plan of Subdivision, and registered separately against the title: "The Owner acknowledges that some of the rear yards within this subdivision are used for on-site storage of infrequent storm events. Pool installation and/or grading alterations and/or coach houses on some of the lots may not be permitted and/or revisions to the approved Subdivision Stormwater Management Plan Report may be required to study the possibility of modification on any individual lot. The Owner must obtain approval of the General Manager, Planning, Real Estate and Economic Development Department of the City of Ottawa prior to undertaking any grading alterations."	OTTAWA Legal
113.	The Transferee, for themselves, their heirs, executors, administrators, successors and assigns covenants and agrees to insert a clause in agreements of purchase and sale for the Lots/Blocks listed below that the Purchaser/Lessee is responsible to maintain conveyance of surface flow over the rear and/or side of their lot, and maintain sub-surface drainage infrastructure, all of which shall be to the satisfaction of the General Manager, Planning, Real Estate and Economic Development Department of the City of Ottawa. • All Lots and Blocks except for back-to-back townhome lots/blocks.	OTTAWA Planning

114.	The Owner agrees to provide a hydrogeological report for any proposed low impact development measures within the Plan of Subdivision. The Owner further agrees that the proposed LIDs will be in accordance with the City of Ottawa Low Impact Development Technical Guidance Report: Implementation in Areas with Potential Hydrogeological Constraints.	OTTAWA Planning
115.	<i>[This condition is in dispute]</i>	
116.	<i>[This condition is in dispute]</i>	
117.	<i>[This condition is in dispute]</i>	
118.	<i>[This condition is in dispute]</i>	
119.	The Owner acknowledges that Watt's Creek and Kizell Drain are subject to the Mississippi Valley Conservation Authority's "Development, Interference with Wetlands and Alterations to Shorelines and Watercourses" regulation, made under Section 28 of the Conservation Authorities Act, R.S.O. 1990, c. C.27, as amended. The regulation requires that the Owner of the property obtain a permit from the Conservation Authority prior to straightening, changing, diverting, or interfering in any way with any watercourse. Any application received in this regard will be assessed within the context of approved policies for the administration of the regulation.	MVCA
120.	The Owner agrees to provide to the General Manager, Planning, Real Estate and Economic Development Department, any and all hydrologic reports to demonstrate that the onsite water balance will be maintained with the inclusion of low impact development (LID) strategies. The onsite water balance calculations shall be completed exclusive of the stormwater management ponds and underground storage facility. All reports shall be to the satisfaction of the General Manager, Planning Real Estate and Economic Development Department, and Mississippi Valley Conservation Authority.	OTTAWA Planning and MVCA
121.	<i>[This condition is in dispute]</i>	
122.	The Owner acknowledges that if there are any changes in the outflow from the Beaver Pond, especially an increase in the flow, the Mississippi Valley Conservation Authority will be required to recalculate the water elevations in the flood plain mapping study, at the Owner's expense. Changes in the outflow from the Beaver Pond must not have a negative impact on the delineated flood line, natural heritage features such as the Provincially Significant Wetland or erosion downstream.	MVCA

123.	The Owner shall provide any and all stormwater reports that may be required by the City for approval prior to the commencement of any works in any phase of the Plan of Subdivision. Such reports shall be in accordance with any watershed or subwatershed studies, conceptual stormwater reports, City or Provincial standards, specifications and guidelines. The reports shall include, but not be limited to, the provision of erosion and sedimentation control measures, implementation or phasing requirements of interim or permanent measures, and all stormwater monitoring and testing requirements. All reports shall be to the satisfaction of the General Manager, Planning, Real Estate and Economic Development Department and Mississippi Valley Conservation Authority.	OTTAWA Planning and MVCA
124.	<i>[This condition is in dispute]</i>	
125.	The Owner agrees that at least one year prior to the commencement of any works in any phase of the Plan of Subdivision the monitoring program, described above, will be located at the storm sewer system along Weslock Way and at the outlet of the Beaver Pond to distinguish impacts from the Plan of Subdivision, and will be designed to monitor peak flows, overall water volumes, and water temperatures. The design, location, operational parameters and data collection formats will be in accordance with an approved Stormwater Management Plan to the satisfaction of the City.	OTTAWA Planning
126.	<i>[This condition is in dispute]</i>	
127.	The Owner agrees that erosion control measures are to be implemented either on-site, in-stream within Kizell Creek, or both, should one measure with sufficient factors of safety not be sufficient to limit erosion potential in the stream, to the extent caused by the redevelopment of the subject site, to existing levels.	OTTAWA Planning
128.	<i>[This condition is in dispute]</i>	
129.	<i>[This condition is in dispute]</i>	
130.	The Owner agrees that the proposed Plan of Subdivision is to have no negative impact from a stormwater perspective, during both minor and major storm events, on the existing surrounding developments within the Kanata Lakes neighbourhood.	OTTAWA Planning
	<u>Sanitary Services</u>	
131.	The Owner agrees to submit detailed municipal servicing plans, prepared by a Professional Civil Engineer licensed in the Province of	OTTAWA Planning

	Ontario, to the General Manager, Planning, Real Estate and Economic Development Department.	
132.	As the Owner proposes a road allowance(s) of less than 20 metres, and if the Owner also proposed boulevards between 4.0 and 5.0 metres wide, the Owner shall meet the following requirements: a) extend water, sanitary, and storm services a minimum of 2.0 metres onto private property during installation before being capped; b) install high voltage electrical cable through the transformer foundations to maintain adequate clearance from the gas main; c) provide and install conduits as required by each utility; d) provide and install transformer security walls when a 3.0 metres clearance, as required by the Electrical Code, cannot be maintained. The design and location of the security wall must be approved by the local hydro utility; and e) install all road-crossing ducts at a depth not to exceed 1.2 metres from top of duct to final grade.	OTTAWA Planning
133.	<i>[This condition is in dispute]</i>	
	<u>Water Services</u>	
134.	The Owner agrees to design and construct all necessary watermain and the details of water servicing and metering for the lots abutting the watermain within the subject lands. The Owner shall pay all related costs, including the cost of connection, inspection and sterilization by City personnel, as well as the supply and installation of water meters by the City.	OTTAWA Planning
135.	The Owner shall prepare, at its cost, a hydraulic network analysis of the proposed water plant within the Plan of Subdivision and as it relates to the existing infrastructure. This analysis shall be submitted for review and approval as part of the water plant design submission.	OTTAWA Planning
136.	The Owner acknowledges and agrees not to permit any occupancy of buildings on the individual Lots described in Schedule "A" of the Subdivision Agreement until the water plant has been installed, sterilized and placed in service to the satisfaction of the General Manager, Planning, Real Estate and Economic Development Department.	OTTAWA Planning

137.	The Owner further acknowledges and agrees that the service post, which is the fitting located near the property line that allows access to the shutoff valve, must be visible, raised to finished grade and in working condition in order for the City to turn on the service.	OTTAWA Planning
138.	The owner acknowledges and agrees to provide a Water Age Analysis prior to registration which reflects their proposed phasing and scheduling. Where required, through this analysis or through testing, the Owner acknowledges and agrees that flushing infrastructure will be installed at no cost to the City, and that the Owner will be responsible for all costs associated with the consumption and disposal of water, as required, to ensure that adequate chlorine residual is maintained throughout the water system, all to the satisfaction of the General Manager, Public Works and Environmental Services	OTTAWA Planning
139.	The Owner acknowledges and agrees not to apply for, nor shall the City issue, building permits for more than 50 dwelling units (or the equivalent) where the watermain for such units is not looped. Any unit serviced by a looped watermain that is not looped shall be required to have sufficient fire protection, to the satisfaction of the General Manager, Planning, Real Estate and Economic Development Department.	OTTAWA Planning
	<u>Serviced Lands</u>	
140.	The Owner shall be responsible for the provisions of the following works, including oversizing and over depth (where appropriate), at its cost, in accordance with plans approved by the General Manager, Planning, Real Estate and Economic Development Department, and/or the Province: a. Watermains; b. Sanitary Sewers; c. Storm Sewers; d. Roads and traffic plant(s); e. Street Lights; f. Sidewalks; g. Landscaping; h. Street name, municipal numbering, and traffic signs; i. Stormwater management facilities; and j. Grade Control and Drainage.	OTTAWA Planning
141.	The Owner shall not commence construction of any Works or cause or permit the commencement of any Works until the City issues a Commence Work Notification, and only then in accordance with the conditions contained therein.	OTTAWA Planning

142.	The Owner agrees to provide services oversized and over depth to service lands beyond the limits of the subdivision as required and to the satisfaction of the General Manager, Planning, Real Estate and Economic Development Department.	OTTAWA Planning
143.	The Owner shall not be entitled to a building permit, early servicing, or commencement of work construction until they can demonstrate that there is adequate road, sanitary, storm, and watermain capacity and any Environmental Compliance Approvals (ECA) necessary are approved. All are to the satisfaction of the General Manager, Planning, Real Estate and Economic Development Department.	OTTAWA Planning
144.	The Owner agrees that the stormwater and sanitary sewers system and plan of subdivision may need to be revised if the City refuses to release City easements.	OTTAWA Planning
145.	The Owner agrees all servicing and/or drainage related dedicated blocks are to be sized at a minimum according to the Ottawa Sewer Design Guidelines, Section 3.3 or larger based on the needs of the block, or smaller if acceptable to the General Manager, Planning, Real Estate and Economic Development Department. The Owner further agrees while easements are not intended to be taken, if any are accepted by the City of Ottawa, they are to be sized according to the Ottawa Sewer Design Guidelines, Section 3.3 or larger based on the needs of the block, or smaller if acceptable to the General Manager, Planning, Real Estate and Economic Development Department.	OTTAWA Planning
	<u>Utilities</u>	
146.	The Owner is hereby advised that prior to commencing any work within the subdivision, the Owner must confirm that sufficient wire-line communication /telecommunication infrastructure is currently available to the proposed development to provide communication/telecommunication service to the proposed development. In the event that such infrastructure is not available, the Owner is hereby advised that the Owner shall ensure, at no cost to the City, the connection to and/or extension of the existing communication / telecommunication infrastructure. The Owner shall be required to demonstrate to the municipality that sufficient communication /telecommunication infrastructure facilities are available within the proposed development to enable, at a minimum, the effective delivery of communication /telecommunication for emergency management services (i.e. 911 Emergency Services).	OTTAWA Planning

147.	The Owner agrees that there is medium voltage underground infrastructure along the [North/South/East/West] side of the property. a) The Owner shall arrange for an underground electricity cable locate by contacting Ontario One Call at 1-800-400-2255, not less than seven (7) working days prior to excavating. There shall be no mechanical excavation within one and a half meters (1.5m) of any Hydro Ottawa underground plant unless the exact position of plant is determined by hand digging methods. Direct supervision by Hydro Ottawa forces, and protection or support of the underground assets shall be at the Owner's expense. b) If the change in grade is more than three tenths of a meter (0.3m) in the vicinity of proposed or existing electric utility equipment. Hydro Ottawa requests to be consulted to prevent damages to its equipment. c) The Owner shall not use steel curb and sidewalk form support pins in the vicinity of Hydro Ottawa underground plant for electrical safety. d) The Owner shall ensure that no planting or permanent structures are placed within the clearance areas around padmounted equipment which is defined by Hydro Ottawa's standard UTS0038 "Above Ground Clearances for padmounted Equipment" which can be found at https://hydroottawa.com/accounts-and-billing/residential/guide/clearances. e) The Owner shall ensure that any landscaping or surface finishing does not encroach into existing or proposed Hydro Ottawa overhead or underground assets or easement. When proposing to plant in proximity of existing power lines, the Owner shall refer to Hydro Ottawa's free publication "Tree Planting Advice". The shrub or tree location and expected growth must be considered. If any Hydro Ottawa related activity requires the trimming, cutting or removal of vegetation, or removal of other landscaping or surface finishing, the activity and the re-instatement shall be at the owner's expense.	Hydro Ottawa
148.	The Owner shall contact Hydro Ottawa to arrange for disconnecting the service from the distribution system and removal of all Hydro Ottawa assets at least ten business days prior to demolition/removal the serviced structure.	Hydro Ottawa
149.	Hydro Ottawa advises that all underground work to service a subdivision be coordinated together and that at least 14 weeks are	Hydro Ottawa

	needed from receipt of the Owner's deposit to start the material purchase and scheduling.	
150.	The Owner shall apply Hydro Ottawa's standards and City approved road cross-section standards for public roads.	Hydro Ottawa
151.	The Applicant shall ensure the proposed Private Road complies with Hydro Ottawa Engineering Specification GCG0003 "Typical Private Residential Road Cross Section".	Hydro Ottawa
152.	Hydro Ottawa requires to be pre-consulted before approving any proposed reduction to the City of Ottawa three meter (3m) minimum standard setback prior to designing the electrical servicing, as it may affect the electrical servicing design timeline for installation and cost. This includes any proposed overhang encroachment into the three meter (3m) setback space.	Hydro Ottawa
153.	Hydro Ottawa requests to be consulted before completing the composite utility plan where any four party trench is proposed.	Hydro Ottawa
154.	The Owner is advised that the responsibility for all costs for feasible relocations, protection or encasement of any existing Hydro Ottawa plant resides with the requesting party.	Hydro Ottawa
155.	The Owner shall convey, at their cost, all required easements as determined by Hydro Ottawa.	Hydro Ottawa
156.	The Owner shall enter an Installation and Service agreement with Hydro Ottawa.	Hydro Ottawa
157.	The Owner may be responsible for a Capital Contribution payment(s) towards a distribution system expansion, if the proposed development requires electrical servicing greater than can be provided by the existing distribution system in the vicinity, either in capacity or in extension limit. This amount shall be in accordance with Hydro Ottawa's Contributed Capital Policy and Conditions of Service.	Hydro Ottawa
158.	Hydro Ottawa's standard distribution network is overhead for any voltage system along or through open fields, business parks, rural areas, arterial, major collector and collector roads; any additional premium costs beyond the standard shall be at the Owner's cost; in all instances, electrical distribution above 27kV shall be via overhead distribution.	Hydro Ottawa
159.	The Owner may be responsible for a Capital Contribution payment(s) towards a distribution system expansion, if the proposed development	Hydro Ottawa

	requires electrical servicing greater than can be provided by the existing distribution system in the vicinity, either in capacity or in extension limit. This amount shall be in accordance with Hydro Ottawa's Contributed Capital Policy and Conditions of Service.	
160.	The Owner shall comply with Hydro Ottawa's Conditions of Service and thus should be consulted for the servicing terms. The document, including referenced standards, guidelines and drawings, may be found at http://www.hydroottawa.com/residential/rates-and-conditions/conditions-of-service . The Owner should consult Hydro Ottawa prior to commencing engineering designs to ensure compliance with these documents.	Hydro Ottawa
161.	The owner shall transfer such new easements and maintenance agreements as are deemed necessary by Rogers Communications Canada Inc. to service this subdivision, to our satisfaction and that of the appropriate authority and at no cost to us. The owner is also to ensure that these easement documents are registered on title immediately following registration of the final plan, and the affected agencies duly notified.	Rogers
162.	The Owner agrees, that the application be required, in the Subdivision Agreement, to coordinate the preparation of an overall utility distribution plan. This plan would be showing the locations (shared or otherwise) and the installation timing and phasing of all required utilities (on-ground, below ground) through liaison with the appropriate electrical, gas, water, telephone and cablevision authority. This includes on-site drainage facilities. Such location plan being to the satisfaction of all affected authorities.	Rogers
163.	The owner agrees with Rogers Communications Canada Inc. to arrange for and pay the cost of the relocation of any existing services which is made necessary because of this subdivision, to the satisfaction of the authority having jurisdiction.	Rogers
	<u>Fire Services</u>	

164.	The Owner acknowledges and agrees that if two-hour firewalls, active fire protection measures such as sprinkler systems, and/or minimum building separations are required to comply with the FUS calculation as per the City Design Guidelines for water distribution systems, the Owner shall note any such requirements on the grading plan. The Owner shall, prior to registration, provide certified plans demonstrating the locations of such oversized services and/or oversized plumbing to compensate for low peak hour pressures in the local water distribution system. All are to the satisfaction of the General Manager of Planning, Real Estate and Economic Development Department.	OTTAWA Planning
165.	The Owner acknowledges and agrees that measures which include, but are not limited to, active fire protection measures such as sprinkler systems, two-hour firewalls that compartmentalize the structure into separate fire areas, and oversized services and/or oversized plumbing shall require the posting of securities to guarantee their installation, prior to registration. The securities will be released upon receiving a letter signed and sealed by a Professional Engineer licensed in the Province of Ontario certifying that construction was carried out in accordance with the approved drawing(s)/plan(s). All are to the satisfaction of the General Manager of Planning, Real Estate and Economic Development Department.	OTTAWA Planning
166.	The Owner shall insert a clause in each agreement of purchase and sale and shall be registered as a notice on title in respect of all Lots and Blocks wherein the dwelling contains, or intends to contain, a sprinkler system as follows: “Purchasers are advised that they must maintain the sprinkler system in working order to the satisfaction of the City’s Fire Department. The Purchaser agrees to include this clause in any future purchase and sale agreements.”	OTTAWA Planning
167.	The Owner acknowledges and agrees that it shall, in the case of insufficient fire flow availability or excessive water age and loss of water disinfectant residual, provide active fire protection options such as sprinkler systems, two-hour firewalls or fire breaks that compartmentalize the structures into separate fire areas, as may be required, to limit the sizing of crescent, dead-end, and other distribution mains to a nominal size of no more than 200mm. All are to be determined by and to the satisfaction of the General Manager of Planning, Real Estate and Economic Development Department.	OTTAWA Planning
	<u>Noise Attenuation</u>	

168.	The Owner shall have a Noise Study undertaken related to noise assessment and land use planning with respect to noises generated by moving and stationary sources prepared by a Professional Engineer, licensed in the province of Ontario to the satisfaction and approval of the General Manager, Planning, Real Estate and Economic Development Department. The Study shall comply with: i. the City of Ottawa's Environmental Noise Control Guidelines, as amended; and ii. address, and be in accordance with, the current version of the Association of Professional Engineers of Ontario Guidelines for Professional Engineers providing Acoustical Engineering Services in Land Use Planning. The study shall provide all specific details on the methods and measures required to attenuate any noise that exceeds the allowable noise limits in locations as determined by the recommendations of the Noise Assessment Study.	OTTAWA Planning
169.	Where structural mitigation measures are required as a result of the Noise Assessment Study, the Owner shall provide, prior to final building inspection, certification to the General Manager, Planning, Real Estate and Economic Development Department, through a Professional Engineer, that the noise control measures have been implemented in accordance with the approved study.	OTTAWA Planning
170.	The Owner agrees that all purchase and sale agreements for the whole or any part of the lot/block on the Plan of Subdivision shall contain the following clauses that shall be registered as a notice on title in respect of all Lots and Blocks:	OTTAWA Planning Legal
171.	Warning Clause Type A: "Transferees are advised that sound levels due to increasing (road) (Transitway) (rail) (air) traffic may occasionally interfere with some activities of the dwelling occupants as the sound levels exceed the City's and the Ministry of the Environment's noise criteria."	
172.	Warning Clause Type B: "Transferees are advised that despite the inclusion of noise control features in the development and within the building units, sound levels due to increasing (road) (Transitway) (rail) (air) traffic may on occasions interfere with some activities of the dwelling occupants as the sound levels exceed the City's and the Ministry of the Environment's noise criteria."	
173.	Warning Clause Type C:	

	"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 occupant will allow windows and exterior doors to remain closed, thereby ensuring that the indoor sound levels are within the City's and the Ministry of the Environment's noise criteria. (Note: The location and installation of the outdoor air conditioning device should comply with the noise criteria of MOE Publication NPC-216, Residential Air Conditioning Devices and thus minimize the noise impacts both on and in the immediate vicinity of the subject property.)"	
174.	Warning Clause Type D "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's and the Ministry of the Environment's noise criteria."	
	<u>Land Transfers</u>	
175.	The Owner shall convey, at no cost to the City, all lands required for public purposes, including but not limited to road widenings, daylighting triangles, walkway blocks, open space blocks, and lands required for parks (or cash-in-lieu thereof) and for stormwater management. In particular, the Owner agrees to convey the following lands: i. Pathway, Walkway or Servicing Blocks – 654, 731, 732 ii. Open Space Blocks – 635, 636, 637, 641, 642, 646, 649, 650, 718, 719 iii. Park Blocks – 638, 645, 666, 667 iv. Storm Water Management Blocks – 634, 639, 640, 647 v. Road Widening Blocks – 633	OTTAWA Planning Legal
176.	The Owner agrees to convey, at no cost to the City, any easements that may be required for the provision of water and wastewater systems, in addition to underground or overland stormwater drainage systems.	OTTAWA Planning Legal
	<u>Blasting</u>	
177.	The Owner agree that all blasting activities will conform to the City of Ottawa's standard S.P. No: F-1201 Use of Explosives. Prior to any blasting activities, a pre-blast survey shall be prepared as per F-1201, at the Owner expense for all buildings, utilities, structures, water wells, and facilities likely to be affected by the blast and those within 75 m of the location where explosives are to be used. The standard	OTTAWA Planning

	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. The Owner agree to provide a Notification Letter in compliance with City specification F-1201. Specification indicates that a minimum of 15 Business days prior to blasting the Contractor shall provide written notice to all owner(s) and tenants of buildings or facilities within a minimum of 150m of the blasting location. The Owner agrees to submit a copy of the Notification Letter to the City.	
	<u>Development Charges By-law</u>	
178.	The Owner acknowledges that some of the works required to service the Subdivision may be eligible for development charges credits pursuant to the City's applicable Development Charges By-law and background study, as well as budget approval by City Council where required. Such contributions are to be determined and agreed to by the City, prior to the commencement of the associated Works or as agreed to by the City. The Owner agrees to enter into any agreements that may be required pursuant to the applicable Development Charges By-law. The Owner further acknowledges that the potential DC works are currently not in the Development Charges By-law, and may be once the DC By-law is updated in approximately 2024. The potential DC project is related to the Signature Ridge Pump Station redirection of flows away from the Kanata Lakes Trunk sewer.	OTTAWA Planning Legal
179.	The Owner shall inform the purchaser after registration of each lot or block of the development charges that have been paid or which are still applicable to the lot or block. The applicable development charges shall be as stated as of the time of the conveyance of the relevant lot or block and the statement shall be provided at the time of the conveyance. The statement of the Owner of the applicable development charges shall also contain the statement that the development charges are subject to changes in accordance with the <i>Development Charges Act, 1997</i> and the <i>Education Development Charges Act</i>.	OTTAWA Planning Legal
180.	The Owner acknowledges and agrees that it may enter into any front-ending agreements with the City of Ottawa if required for (SRPS redirection) that are anticipated to be required in advance of the time as approved by Council. The City shall repay the Owner for the cost of works as noted herein in accordance with the approved Front-Ending Policy of the City's Development Charge By-law, and subject	OTTAWA Planning Legal

	to budget approval of the required expenditure by City Council in the year in which it is approved.	
181.	The Owner acknowledges that for building permits issued after January 15, 2010, payment of non-residential development charges, excluding development charges for institutional developments, may be calculated in two installments at the option of the Owner, such option to be exercised by the Owner at the time of the application for the building permit. The non-discounted portion of the development charge shall be paid at the time of issuance of the building permit and the discounted portion of the development charge shall be payable a maximum of two years from the date of issuance of the initial building permit subject to the following conditions: a) a written acknowledgement from the Owner of the obligation to pay the discounted portion of the development charges; b) no reduction in the Letter of Credit below the amount of the outstanding discounted development charges; and c) indexing of the development charges in accordance with the provisions of the Development Charges By-law. The Owner further acknowledges that Council may terminate the eligibility for this two-stage payment at any time without notice, including for the lands subject to this agreement and including for a building permit for which an application has been filed but not yet issued. For the purposes of this provision, “discounted portion” means the costs of eligible services, except fire, police and engineered services that are subject to 90% cost recovery of growth-related net capital costs for purposes of funding from development charges. The 10% discounted portion, for applicable services, must be financed from non-development charge revenue sources. “Non-discounted portion” means the costs of eligible services, fire, police and engineered services, that are subject to 100% cost recovery of growth-related net capital costs for purposes of funding from development charges.	OTTAWA Planning Legal
	<u>Survey Requirements</u>	
182.	The Owner shall provide the final plan intended for registration in a digital format that is compatible with the City’s computerized system.	OTTAWA Planning

183.	The Plan of Subdivision shall be referenced to the Horizontal Control Network in accordance with the City requirements and guidelines for referencing legal surveys.	OTTAWA Surveys
184.	The distance from the travelled Centreline of all existing adjacent roads to the subdivision boundary should be set out in the Plan of Subdivision.	OTTAWA Surveys
	<u>Closing Conditions</u>	
185.	The City Subdivision Agreement shall state that the conditions run with the land and are binding on the Owner's, heirs, successors and assigns.	OTTAWA Legal
186.	<i>[This condition is in dispute]</i>	
187.	The owner shall pay any outstanding taxes owing to the City of Ottawa prior to registration.	OTTAWA Planning Revenue
188.	Prior to registration of the Plan of Subdivision, the City is to be satisfied that conditions 1 to 190 have been fulfilled.	OTTAWA Planning
189.	The Owner covenants and agrees that should damage be caused to any of the Works in this Subdivision by any action or lack of any action whatsoever on its part, the General Manager, Planning, Real Estate and Economic Development Department may serve notice to the Owner to have the damage repaired and if such notification is without effect for a period of two full days after such notice, the General Manager, Planning, Real Estate and Economic Development Department may cause the damage to be repaired and shall recover the costs of the repair plus the Management Fee under Section 427, of the <i>Municipal Act, 2001</i> , like manner as municipal taxes.	OTTAWA Planning

190.	If the Plan(s) of Subdivision, including all phases within the draft approved plan of subdivision, has not been registered by five years after draft plan approval is granted, the draft approval shall lapse pursuant to Section 51 (32) of the <i>Planning Act</i> . Extensions may only be granted under the provisions of Section 51 (33) of said <i>Planning Act</i> prior to the lapsing date.	OTTAWA Planning
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Two additional conditions proposed by the City:

191. The Owner agrees to implement a preloading/surcharge program for any segments of proposed City right-of-ways and lands to the extent required based on permissible grade raise exceedances evaluated by a geotechnical engineer and in accordance with the Geotechnical Report, to the satisfaction of the General Manager, Planning, Real Estate, Economic Development Department.

Commence work notifications for any applicable segments of proposed City right- of-ways and lands subject to the preloading/surcharge program will not be issued for early servicing or registration, whichever comes first, until the preloading/surcharging program (if any) is complete for the applicable segment and any applicable letter of certification from the geotechnical engineer is provided to the satisfaction of the General Manager, Planning, Real Estate, Economic Development Department.

192. The Owner agrees to design and construct 1.5 metre black vinyl-coated chain link fences in accordance with the Fence By-law at the following locations:

- Blocks 638, 645, 666, 667
- a) All chain link fencing that separate public lands and residential lots and blocks shall have a maximum opening (the diamond shape area) of no greater than 37 mm in order to comply with the applicable part of the “Pool Enclosure By-Law”.
- b) The Owner agrees that any vinyl-coated chain link fence required to be installed with the exception of parks fencing shall be located a minimum of 0.15 metres inside the property line of the park. Refer to Parks condition X for details.

ⁱ For Clearing Agencies:

“Planning” refers to Planning Services.

“CA” refers to applicable conservation authorities, including RVCA, MVCA, and SNCA. “Legal” refers to Legal Services.

“Parks” refers to Parks and Facilities Planning Services. “CREO” refers to Corporate Real Estate.

“Infrastructure Services” refers to Infrastructure and Water Services. “BCS” refers to Building Code Services.

“Transit” refers to Transit Planning.

“Transpo Plg” refers to Transportation Planning. “Forestry” refers to Forest Management. “Revenue” refers to Revenue Services.

“Surveys” refers to Surveys & Mapping/City Surveyor.

**ATTACHMENT 1A
(PL200195)**

Tribunal Determined Conditions of Draft Plan of Subdivision

Condition 36

The Owner agrees to design and construct 1.5 metre black vinyl-coated chain link fences in accordance with the Fence By-law where new lots and blocks have a rear yard abutting the following locations:

- Blocks 635, 636, 637, 641, 642, 646, 649, 650, 718 and 719.

All chain link fencing that separate public lands and residential lots and blocks shall have a maximum opening (the diamond shape area) of no greater than 37 mm in order to comply with the applicable part of the “Pool Enclosure By- Law”.

The Owner agrees that any vinyl-coated chain link fence required to be installed with the exception of parks fencing shall be located a minimum of 0.15 metres inside the property line of the private property.

Condition 46

The Owner agrees that for all single detached and semi-detached lots, a minimum of 1 tree per interior lot and 2 trees per exterior side yard lots (i.e. corner lots) shall be provided on the landscape plan(s). In areas of low/medium plasticity sensitive marine clay soils, the following exceptions in accordance with the Tree Planting in Sensitive Marine Clay Soils - 2017 Guidelines will apply in order to maximize the number of medium size trees:

- a) Where abutting properties form a continuous greenspace between driveways, one medium size tree will be planted instead of two small size trees, provided the minimum soil volume can be achieved. In these cases only, for the purposes of determining the minimum number of trees to be planted, one medium size tree that replaces two small trees will be counted as two trees.
- b) The medium size tree should be planted as close as possible to the middle of this continuous greenspace (in the right-of-way) to maximize available soil volume.
- c) On larger lots with sufficient soil volume for a medium size tree, one medium size tree will be planted on each lot (or each side of a corner lot), even if the abutting properties form a continuous greenspace between driveways.
- d) If trees need to be replaced, Forestry staff reserve the right to plant appropriate size trees at one tree per lot.

Along park frontages, the Landscape Plan shall locate trees at a 6-8 metre on-centre separation distance along the full extent of the road right-of- way abutting any park block(s).

Should specific site constraints prevent the required allocation of trees, the remaining number of required trees shall be provided within any proposed park(s), open space or environmental blocks, non-residential road right- of-way frontages, stormwater management facility(s), or other suitable alternative locations, to the satisfaction of the General Manager, Planning, Real Estate and Economic Development Department.

Condition 70

No access from private property to passive public property will be allowed. The Owner shall place the following clause in each Agreement of Purchase and Sale and shall be registered as a notice on title in respect of all Lots and Blocks:

“The Transferee for himself, his heirs, executors, administrators, successors and assigns acknowledges being advised that gates accessing public property are not permitted in the fences.”

Condition 88

The Owner agrees to include appropriate provisions in the Subdivision Agreement to preserve the landscaped 3.0 metres and 6.0 metres buffers (as shown on the Concept Plan dated February 25, 2021) to the satisfaction of the General Manager of Planning, Real Estate and Economic Development. This agreement shall be registered on title and these provisions shall be identified in all agreements of purchase and sale for all lots containing a landscaped buffer.

Condition 91

The Owner shall be required to submit to the General Manager, Planning, Real Estate and Economic Development Department and Chief Building Official, a Record of Site Condition (RSC) completed in accordance with the O.Reg. 153/04, and acknowledged by the Ministry of Environment. The RSC shall confirm that all or part of the site will be suitable for the proposed use in accordance with O.Reg. 153/04.

Condition 92

The Owner shall agree in the subdivision agreement to be required to submit a remedial action plan to address soil contamination and other impacts identified in the additional work described above, to the satisfaction of the General Manager, Planning, Real Estate and Economic Development Department.

Condition 94

The Owner agrees in the subdivision agreement to strict dust, odour, noise and sediment migration control measures in place during the excavation work given the presence of mercury contamination in the Site soil and other contamination that may be identified during the preparation of the RSC documentation.

Condition 115

The Owner agrees to provide downstream stormwater modelling (i.e. Kizell Creek) based on the City of Ottawa sub watershed model of record (i.e. AECOM 2015 model including KNL9 developed as well as the updated survey of the Beaver Pond). The Owner is to convert the model of record to continuous modelling (requiring additional parameters to make the model continuous), but not change any downstream parameters (unless to correct errors), to the

satisfaction of the General Manager, Planning, Real Estate and Economic Development, and General Manager, Infrastructure and Water Services Department of the City of Ottawa.

Condition 116 - Deleted.

Condition 117 – Deleted.

Condition 118 – Deleted

Condition 121

The LID calculations shall be completed exclusive of the stormwater management ponds and underground storage facility.

Condition 124

The Owner agrees to enter into an agreement with the City of Ottawa to establish baseline and post-construction monitoring, for 2 years following the final phase of development, of the downstream storm sewer system along Weslock Way and at the outlet of the Beaver Pond, to identify and measure peak flows, runoff volumes and temperature change impacts, and to identify and implement appropriate mitigation measures. A contingency plan is required if any measures have an impact on the receiving watercourse.

Baseline monitoring is to be established at least one year before construction of any part of the subdivision. The monitoring program and contingency plan is to be to the satisfaction of the General Manager, Planning, Real Estate, and Economic Development Department and National Capital Commission. An annual report on the monitored data is to be submitted to the City.

Condition 126

The Owner agrees that sign off from the National Capital Commission will be required prior to the plan of subdivision's use of the downstream watercourse as required by the General Manager, Planning, Real Estate and Economic Development Department.

Condition 128 – Deleted.

Condition 129 – Deleted.

Condition 133

The Owner agrees that Early Servicing and/or registration will not be issued for the proposed Plan of Subdivision until the City confirms that sufficient capacity exists in the sanitary sewer system to accommodate the number of units proposed within the phase of the subdivision proposed to be early serviced and/or registered or Signature Ridge Pump Station redirection project is completed thereby freeing capacity within the Kanata Lakes Trunk sanitary sewer,

whichever is sooner. Developers are able to front-end City projects once it is identified in the DC by-law. Developers are able, subject to obtaining the approval of Council, to front end.

Condition 186

At any time prior to final approval of this plan for registration, the Ontario Land Tribunal may, in accordance with Section 51 (44) of the Planning Act, amend, delete or add to the conditions and this may include the need for amended or new studies.

ATTACHMENT 2

EXHIBIT NO.	FILED BY	DESCRIPTION OF EXHIBIT
1	City of Ottawa	Notice of Motion re Adjournment
1A	City of Ottawa	Affidavit of Gabrielle Schaeffer
2	KGPC	Notice of Response to Motion
2A	KGPC	Affidavit of Douglas Nuttall
3	Clublink	Responding Motion Record of Clublink
3 Tab 1	Clublink	Notice of Response to Motion
3 Tab 2	Clublink	Affidavit of Stephen Pichette
3 Tab 3	Clublink	Affidavit of Nicholas Zulinski
3 Tab 4	Clublink	Affidavit of Jean-Francois Sabourin
3 Tab 5	Clublink	Affidavit of Andrew McKinley
3 Tab 6	Clublink	Affidavit of Beth Henderson
4	City of Ottawa	Reply to Response to Motion re Adjournment
4A	City of Ottawa	Reply Affidavit of Gabrielle Schaeffer
5	Clublink	Motion Record of Clublink re Witness Statement of Douglas Nuttall dated Dec. 29, 2021
5 Tab 1	Clublink	Notice of Motion
5 Tab 2	Clublink	Affidavit of Christina Fracassi
6	KGPC	Notice of Response to Motion
6A	KGPC	Affidavit of Douglas Nuttall
7	Clublink	Reply Motion Record of Clublink
7 Tab 1	Clublink	Reply to Response to Motion

7 Tab 2	Clublink	Affidavit of Stephen J. Pichette
7 Tab 3	Clublink	Affidavit of Jean-Francois Sabourin
8		Joint Document Book
8A	KGPC	Kanata Official Plan Schedule B1 – Urban Land Use Designations
8B	KGPC	Kanata Official Plan Schedule B2 – Maximum Permitted Building Heights
8 Tab 1		Joint Document Book – Volume 1
8 Tab 2		Joint Document Book – Volume 2
8 Tab 3		Joint Document Book – Volume 3
8 Tab 4		Joint Document Book – Volume 4
8 Tab 5		Joint Document Book – Volume 5
8 Tab 6		Joint Document Book – Volume 6
9		Participant Statement Compendium
9 Tab 1		Participant Statement – David Fisher
9 Tab 2		Participant Statement – Kathy Black & David McKeen
9 Tab 3		Participant Statement – Nancy Brown
9 Tab 4		Participant Statement – Marianne Wilkinson
10		Witness Statement Compendium
10 Tab 1		Witness Statement – Peter Smith
10 Tab 2		Reply Witness Statement – Peter Smith
10 Tab 3		Witness Statement – Silvano Tardella
10 Tab 4		Reply Witness Statement – Silvano Tardella

10 Tab 5		Joint Witness Statement – Andrew McKinley & Bernie Muncaster
10 Tab 6		Joint Reply Witness Statement – Andrew McKinley & Bernie Muncaster
10 Tab 7		Witness Statement – Andrew Boyd
10 Tab 8		Witness Statement – Mark Jamieson
10 Tab 9		Reply Witness Statement – Mark Jamieson
10 Tab 10		Witness Statement – Mark D’Arcy
10 Tab 11		Reply Witness Statement – Mark D’Arcy
10 Tab 12		Witness Statement – David Gilbert
10 Tab 13		Reply Witness Statement – David Gilbert
10 Tab 14		Witness Statement – Nicholas Zulinski
10 Tab 15		Reply Witness Statement – Nicholas Zulinski
10 Tab 16		Witness Statement – Paul Villard
10 Tab 17		Reply Witness Statement – Paul Villard
10 Tab 18		Witness Statement – Stephen Pichette
10 Tab 19		Reply Witness Statement – Steve Pichette
10 Tab 20		Witness Statement – Jean-Francois Sabourin
10 Tab 21		Reply Witness Statement – Jean-Francois Sabourin
10 Tab 22		Witness Statement – Jennifer Hemmings
10 Tab 23		Witness Statement – Laurel McCreight
10 Tab 24		Witness Statement – Gabrielle Schaeffer
10 Tab 25		Witness Statement – Dennis Jacobs
10 Tab 26		Witness Statement – Stephen Quigley

10 Tab 27		Witness Statement – Douglas Nuttall
11	Clublink	Visual Evidence
11 Vol 1	Clublink	Visual Evidence – Volume 1
11 Vol 2	Clublink	Visual Evidence – Volume 2
12	Clublink	Photo Book
13	City of Ottawa	Letter dated January 24, 2022 from JF Sabourin to Mark Flowers
14	Club Link	Building Better and Smarter Suburbs: Strategic Directions and Action Plan dated February 20, 2015
15	Club Link	Greenspace Master Plan dated August 2006
16A	City of Ottawa	City Original Draft Plan of Approval Conditions
16B	City of Ottawa	Draft Plan Approval Conditions - Track Changes Version of Club Link
16C	KGPC	Draft Plan Approval Conditions – KGPC Suggested Revisions to Conditions
16D	KGPC	New City Condition on Fencing
17	Club Link	Geo Ottawa Maps for Surrounding Residential Areas
18	Club Link	City Draft Plan Conditions - Minto Brookline
19	Club Link	Conservation Land Act
20	Club Link	Draft Plan Conditions for Conservancy East Development
21	Club Link	Drainage Act
22	Club Link	KNL Request Under s.78 Drainage Act dated April 9, 2014
23	Club Link	Staff Report Regarding Kizell Municipal Drain

		Modifications dated June 11, 2014
24	Club Link	Drainage Act Petition for KNL Stages 7 & 8 dated February 28, 2019
25	Club Link	Staff Report Regarding KNL Petition dated June 6, 2019
26	Club Link	Draft Plan Conditions for KNL Developments Lands dated February 6, 2006
27	Club Link	s. 3.3 City OP 2003
28	Club Link	Affidavit of Brent Deighan sworn Dec. 13, 2019
29	Club Link	Momentum Planning Rationale for 6301 and 6475 Campeau Drive November, 2020
30	Club Link	Former CFB Rockcliffe Community Design Plan dated Aug. 14, 2015
31	KGPC	Appendix B of Watts Creek / Kizell Drain Flood Plain Mapping Study (Tab 4) Nov. 2017
32	KGPC	Summary Table of Flows and Water Levels in Beaver Pond
33	City	Condition 116 – City’s revision
34	Club Link	Revised preloading and surcharging condition
35	Club Link	Agreed List of Draft Plan Approval Conditions
36	Club Link	Disputed List of Draft Plan Approval Conditions