



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

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Site Location: 2555 and 2625 Marchurst Road

File No.: D07-12-25-0096

Date of Application: July 14, 2025

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This SITE PLAN CONTROL application submitted by Stantec Consulting Ltd., on behalf of Sandra Jill Rivington and Wayne Carroll, is APPROVED upon resolution of the conditions stated in this report

And the following plans are approved:

1. **Pre-cast Noise Wall**, H374571-00000-245-292-0001, dated 2024-07-18
2. **General Notes, Legend and Abbreviations**, 01, 7154023-100000-41-D01-0002, prepared by BBA, dated 2025-03-03, revision AD, dated 2025-11-05.

And as detailed in the following report(s):

1. **Fluvial Geomorphology Assessment**, prepared by Hatch, dated 2025-08-13, revision 3, dated 2026-02-09.
2. **Acoustic Assessment Report**, prepared by Stantec Consulting Ltd., dated February 06, 2026.

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

**Requirements**

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

**General Conditions**

1. **Lapsing of Approval**

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

## 2. **Phasing**

The Lessee acknowledges and agrees that the proposed development will be approved, registered and constructed in two phases. The Owner acknowledges and agrees that this Site Plan Approval is subject to the Owner entering into an agreement for Phase 1 and an Amending Site Plan Agreement for Phase 2. Phase 1 shall generally be site works including construction of the entrance and main access road, construction of sediment and erosion control measures, initial cut and fill and site grading, dry hydrant system and water reservoir installation, BESS foundations, BESS installation, cables and wiring, substation foundations, substation structural steel and major equipment installation, and substation electrical works. Phase 2 includes final site grading of BESS and substation, construction of the secondary access, completion of the BESS and substation stormwater management system, final landscaping and re-vegetation, and final commissioning/energization of the Battery Energy Storage System units.

## 3. **Update to Plans and Studies – Phase 1, Limited Commence Work**

The Lessee acknowledges and agrees, prior to registration of this Agreement or issuance of a Phase 1, Limited Commence Work Notification, to update the following plans and reports:

- Servicing Study
- Site Plan
- The preliminary drawing set

Updates to the above plans and reports must address the comments from the formal review letter dated April 27, 2026, and the following to the satisfaction of the General Manager, Planning, Development and Building Services Department.

- (i) Site Plan to be updated to show tentative location of the secondary access with a note stating exact location to be confirmed.
- (ii) The preliminary drawing set to be updated with a stamp or note stating the plan is subject to change upon confirmation of final designs.

The Lessee further acknowledges and agrees that the submission may necessitate changes to the plans and reports approved herein. The Lessee further acknowledges and agrees to provide all revised plans and reports to the General Manager, Planning, Development and Building Services Department prior to registration of this Phase 1 Agreement or the issuance of a Commence Work Notification

#### **4. Update to Plans and Studies – Phase 2, Complete Commence Work**

The Lessee acknowledges and agrees, prior to registration of this Agreement or issuance of a Phase 2, Complete Commence Work Notification, to update the following plans and reports:

- Site Plan
- Landscape Plan
- Erosion and sediment control Plan
- Grading and Drainage Plan
- Emergency Response Plan
- Environmental Impact Study
- Tree Conservation Report
- Stage 2 Archaeological Assessment
- The drawing set

Updates to the above plans and reports must address the comments from the formal review letter dated May 27, 2026, to the satisfaction of the General Manager, Planning, Development and Building Services Department. The Lessee further acknowledges and agrees that the submission may necessitate changes to the plans and reports approved herein. The Lessee further acknowledges and agrees to provide all revised plans and reports to the General Manager, Planning, Development and Building Services Department prior to registration of this Phase 2 Amending Agreement or the issuance of a Commence Work Notification.

#### **5. Water Supply for Fire Fighting**

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

#### **6. Reinstatement of City Property**

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

#### **7. Construction Fencing**

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

### **SPECIAL CONDITIONS**

#### **Right-of-Way**

#### **8. Approval for Works within the Right-of-Way**

The Owner and Lessee acknowledge and agree that no permits or approvals for the installation of equipment or infrastructure within the City's right of way as part of this Development shall be provided by the City until such time as the City is satisfied that the necessary agreements either with the Owner or applicable third party to permit the installation of the equipment or infrastructure are executed.

## **Fire Services**

### **9. NFPA 855 Guidelines**

The Lessee acknowledges and agrees to provide a letter signed and sealed by a professional engineer to the satisfaction of the Fire Chief – Emergency and Protective Services Department confirming design in accordance with NFPA 855 guidelines prior to the issuance of the Phase 1, limited commence work notification.

The Lessee further acknowledges and agrees to provide a signed and sealed compliance report to the satisfaction of the Fire Chief – Emergency and Protective Services Department confirming the installation meets NFPA 855 guidelines prior to operation.

### **10. Emergency Response Training**

The Lessee acknowledges and agrees to provide three phases of emergency response training to Ottawa Fire Services Fire Crews all costs of which will be borne by the Owner.

The Lessee acknowledges and agrees that Phase 1 training will include an initial Emergency Response Safety Briefing for Ottawa Fire Service Fire Crews, to the satisfaction of the Fire Chief – Emergency and Protective Services Department prior to the issuance of the Phase 1, Limited Commence Work Notification. The safety briefing shall include BESS safety, site familiarity including layout, access, features, and limitations, and any additional items deemed appropriate by the Fire Chief – Emergency and Protective Services Department.

The Lessee acknowledges and agrees that Phase 2 training will include a comprehensive Emergency Response Training for Ottawa Fire Services Fire Crews, to the satisfaction of the Fire Chief – Emergency and Protection Services Department prior to the final commission/energization of the BESS facilities. The comprehensive training shall include a safety overview, site operation of remote hydrant system, full scale scenario training with water flow, command post, Subject Matter Expert interaction, evacuation plan review, and automatic and manual drain valve shutdowns, and any additional items deemed appropriate by the Fire Chief – Emergency and Protective Services Department.

The Lessee further acknowledges and agrees that the cost of the training will be borne by the Owner.

The Lessee acknowledges and agrees that Phase 3 training will include on-going annual trainings for Ottawa Fire Services Fire Crews, to the satisfaction of the Fire Chief – Emergency and Protective Services Department.

#### **11. Fire Safety Plan**

The Lessee acknowledges and agrees to provide a Fire Safety Plan to the satisfaction of the Fire Chief – Emergency and Protective Services Department prior to commencement of operations. The Lessee further acknowledges and agrees to provide yearly maintenance logs to the Fire Chief – Emergency and Protective Services Department in accordance with the recommendations of the Fire Safety Plan. The Lessee acknowledges and agrees that the cost of the plan will be borne by the Owner.

#### **12. Draft Water Supply**

The Lessee acknowledges and agrees a draft water supply as per the Site Plan and Site Plan Details, including remote hydrant system, shall be installed and tested to ensure compliance with Ottawa Fire Services to the satisfaction of Fire Chief – Emergency and Protective Services Department. The Lessee further acknowledges and agrees that the cost of the draft water supply will be borne by the Owner.

The Lessee acknowledges and agrees to provide the proposed draft water supply tank on site, prior to the installation of any batteries to the satisfaction of Fire Chief – Emergency and Protective Services Department.

The Lessee further acknowledges and agrees that Ottawa Fire Services will test and approve the performance of the complete draft water supply installation prior to the energization of any batteries on site.

#### **13. Fire Alarm Sequence of Operation**

The Lessee acknowledges and agrees to provide a Fire Alarm Sequence of Operation to the satisfaction of the Fire Chief – Emergency and Protective Services Department prior to the issuance of a Phase 2, Complete Commence Work Notification.

#### **14. Fire Alarm Specifications and Fire Life Safety Systems Monitoring**

The Lessee acknowledges and agrees that the installed fire alarm is ULC monitored. The Lessee further acknowledges and agrees that integrated testing in accordance with CAN/ULC-S1001 on the Fire Life Safety Systems shall be conducted, including yearly and a five-year test, as well as any ongoing maintenance as required by the manufacturer of the alarm and/or the Ontario Fire Code. The Lessee acknowledges and agrees that monitoring and maintenance shall be conducted to the satisfaction of the Fire Chief – Emergency and Protective Services Department, and that yearly reporting shall be issued to Ottawa Fire Services for their review.

#### **15. Commencement of Operations**

The Lessee acknowledges and agrees to provide notice to Ottawa Fire Services' Fire Protection Engineer, the ward Councillor, and the General Manager of Planning, Development and Building Services prior to energization of the BESS.

**16. Third Party Peer Review**

The Lessee acknowledges a third-party peer-review will be conducted for the following submissions:

- Emergency Response Plan
- Air Quality Assessment
- Hazard Mitigation Analysis

The purpose of the review is to ensure that the above referenced submission have been prepared in accordance with, and satisfy the requirements of, industry standard codes and specifications. Updates to plans and reports, or supplements to emergency protocols, assessments and analysis may be required in response to comments produced through the peer review and will be provided by the Owner to the satisfaction of the General Manager, Planning, Development and Building Services Department prior to the issuance of a Phase 2 Commence Work Notification.

**Access**

**17. Private Approach Detail**

The Owner(s) and Lessee agree that all private approaches, including temporary construction access to the subject lands, shall be designed and located in accordance with and shall comply with the City's Access By-law (2026-139), as amended, and shall be subject to approval of the General Manager, Planning, Development and Building Services.

**Noise**

**18. Noise Control Attenuation Measures**

The Lessee covenants and agrees that it shall retain the services of a suitably experienced Professional Engineer or licensed engineer (LEP) with experience in acoustical engineering and noise studies, currently licensed in the Province of Ontario to ensure that the recommendations of the Acoustic Assessment Report, referenced in Schedule "E" herein, are fully implemented. The Lessee further acknowledges and agrees that it shall provide the General Manager, Planning, Development and Building Services with confirmation issued by the professional engineer that the Owner has complied with all recommendations and provisions of the Acoustic Assessment Report, prior to first security reduction request, which confirmation shall be to the satisfaction of the General Manager, Planning, Development and Building Services.

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

The Owner acknowledges and agrees that a notice shall be registered on title to the subject lands, at the Owner's expense. The Owner further acknowledges and agrees that such notice on title, or the clauses as written directly below, shall be included in all agreements of purchase and sale and lease agreements to inform prospective purchasers and tenants of these matters. The notice on title shall include, but not be limited to, the following:

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

"The purchaser/lessee for themselves, their heirs, executors, administrators, successors and assigns, acknowledges being advised that due to the processes on site, sound levels exceed the thresholds of the City's Environmental Noise Control Guidelines and the Ministry of Environmental and Climate Change's Environmental Noise Guideline Stationary and Transportation Sources – Approval and Planning Publication NPC-300 so noise walls are required and shall be maintained as per the design."

Ending Paragraph

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

## **ENGINEERING**

### **Geotechnical Engineering and Soils**

#### **20. Slope Stability**

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

#### **21. Geotechnical Investigation**

The Lessee acknowledges and agrees that it shall retain the services of a geotechnical engineer, licensed in the Province of Ontario, to ensure that the recommendations of the Geotechnical Investigation (the "Report"), referenced in Schedule "E" herein, are fully implemented. The Lessee further acknowledges and agrees that it shall provide the General Manager, Planning, Development and Building Services with confirmation issued by the geotechnical engineer that the Lessee has complied with all recommendations and provisions of the Report, prior to construction of the foundation and at the completion of the Works, which confirmation shall be to the satisfaction of the General Manager, Planning, Development and Building Services.

## **22. Baseline Soil Quality Sampling Program**

The Lessee acknowledges and agrees to submit a Baseline Soil Quality Sampling Program, prepared by a suitably experienced Professional, currently licensed in the Province of Ontario, to define the existing soil quality in the area to the satisfaction of the General Manager, Planning, Development and Building Services and the General Manager: Strategic Initiatives Department

Upon receipt of approval for the plan from Planning, Development and Building Services, the Lessee acknowledges and agrees to implement the plan and provide reports detailing the results of the baseline sampling to Ottawa Fire Services and Planning, Development and Building Services to the satisfaction of Planning, Development and Building Services. A report for on-site baseline sampling must be accepted by Planning, Development and Building Services prior to the issuance of the Phase 1, Limited Commence Work Notification. A report for representative community sampling must be accepted by Planning, Development and Building Services prior to the issuance of the Phase 2, Complete Commence Work Notification, where landowners subject to the baseline testing agree to allow the tests to be completed.

## **23. Baseline Air Quality Sampling Program**

The Lessee acknowledges and agrees to submit a Baseline Air Quality Sampling Program, prepared by a suitably experienced Professional, currently licensed in the Province of Ontario, to define the existing air quality in the area to the satisfaction of the General Manager, Planning, Development and Building Services and the General Manager: Strategic Initiatives Department

Upon receipt of approval for the plan from Planning, Development and Building Services, the Lessee acknowledges and agrees to implement the plan and provide reports detailing the results of the baseline sampling to Ottawa Fire Services and Planning, Development and Building Services to the satisfaction of Planning, Development and Building Services. A report for on-site baseline sampling must be accepted by Planning, Development and Building Services prior to the issuance of the Phase 1, Limited Commence Work Notification. A report for representative community sampling must be accepted by Planning, Development and Building Services prior to the issuance of the Phase 2, Complete Commence Work Notification, where landowners subject to the baseline testing agree to allow the tests to be completed.

## **24. Baseline Water Quality Sampling Program**

Prior to the issuance of the commence work notification, the Lessee shall submit a Hydrogeological Baseline Water Quality Sampling Program, for review and approval to the satisfaction of the General Manager, Planning, Development and Building Services. Prior to contacting the residents, the pre-survey letter is to be reviewed and approved by the City.



The Lessee agrees that the Hydrogeological Baseline Water Quality Sampling Program will apply to all properties identified in the future approved Groundwater Impact Assessment Report. All properties within 700 metres of the fenceline of the BESS site are to be sampled. Any exception will require a thorough rationale documenting why the property could not be sampled.

#### Contingency Plan

In the case of a complaint filed with the City with respect to impact on a domestic water supply by a residence identified in the Hydrogeological Baseline Water Quality Sampling Program, limited to the residences within 700 metres of the project fenceline, unless otherwise indicated in writing by the City, the Lessee shall provide a temporary water supply within twelve (12) hours of a legitimate complaint. A legitimate complaint shall be confirmed by obtaining test results, recorded by a Qualified Expert, of the potentially affected wells and water within the site fenceline to confirm if the wells subject to a complaint were impacted by the site. The test reports shall verify consistency of the chemical contaminants between the two water samples, and compare the results to the baseline water samples take at the properties, to confirm if the complaint is a legitimate complaint. Upstream water sampling at the site may be required to assess baseline water quality at the time of a complaint to validate if the complaint is legitimate. A Qualified Expert must be a licensed P.Geo or P.Eng in the hydrogeology field. The Lessee shall retain a Qualified Expert to complete the required testing and shall submit a report to the City within thirty (30) working days of the complaint to confirm is it is legitimate. Should the General Manager, PDBS, determine that there is a long-term problem (i.e. more than a few days) and that the cause of the problem is the development, the Lessee shall provide the residence with a permanent water supply in a timely manner and with equivalent or better quality and quantity, consisting of either:

- The lowering of the well pump, should it be determined that the available drawdown has been reduced as a result of the development; or, if this measure does not resolve the problem,
- A new well, complete with a pump, piping and all appurtenances required to provide potable water to the house, including the abandonment of the existing well; or, if this measure does not resolve the problem,
- Another solution to the satisfaction of the well owner and the City.

The temporary water supply shall remain in place until the permanent water supply has been provided, or the City has determined that the Lessee is not responsible.

The Lessee acknowledges and agrees securities, in the amount of \$225,000 (\$25,000 per well for low-medium risk, up to \$70,000 for water service connections), will be provided for remediation of defective well(s), if required. These securities will be held until one year after Substantial Completion of any infrastructure and foundation works, as well as, no legitimate complaints received within the active well monitoring program area, all to the satisfaction of the General Manager, Planning, Development and Building Services Department.

## **25. Update to Hydrogeological Report**

The Lessee shall prepare, at its own cost, a Hydrogeological and Terrain Analysis Report demonstrating that the proposed work is in accordance with all applicable City Specifications or Standards, Design Guidelines, Terms of Reference, the Official Plan, or other applicable documents. The design shall be subject to the approval of the General Manager, Planning, Development and Building Services. Written authorization, in the form of a Commence Work Notification, will be required prior to any site works and all comments on the reporting are to be addressed to the sole satisfaction of the General Manager, Planning, Development and Building Services with respect to the following unresolved issues:

- Measurement of the in situ infiltration rate,
- Groundwater elevation monitoring, and
- Hydrogeological input and design of proposed stormwater management pond (placement/siting, depth, interaction with groundwater table, etc.)

## **Civil Engineering**

### **26. Spill Contingency and Pollution Prevention Plan**

The Lessee shall, within six (6) months of signing this Agreement, develop and implement a spill contingency and pollution prevention plan, which plan, at a minimum, will include a set of written procedures describing how to prevent and/or mitigate the impacts of a spill within the area serviced by the Works:

- a) the name, job title and location (address) of the Owner, person in charge, management or person(s) in control of the buildings;
- b) the name, job title and 24-hour telephone number of the person(s) responsible for activating the spill contingency and pollution prevention plan;
- c) a site plan drawn to scale showing the facility, nearby buildings, streets, catch basins and manholes, drainage patterns (including direction of flow in storm sewers), and receiving water course that could potentially be significantly impacted by a spill and any features which need to be taken into account in terms of potential impacts on access and response (including physical obstructions and location of response and clean-up equipment);
- d) steps to be taken to report, contain, clean up and dispose of contaminants following a spill;
- e) a listing of telephone numbers for local clean-up companies who may be called upon to assist in responding to spills, local emergency responders including health institution(s), and the Ministry of the Environment, Conservation and Parks Spills Action Centre;
- f) Materials Safety Data Sheets (MSDS) for each hazardous material which may be transported or stored in the said building;
- g) the means (internal corporate procedures) by which the spill contingency and pollution prevention plan is activated;

- h) a description of the spill response training provided to employees assigned to work in the said building, the date(s) on which the training was provided and by whom;
- i) an inventory of response and clean-up equipment available to implement the spill contingency and pollution prevention plan, location and date of maintenance/replacement if warranted; and
- j) the dates on which the spill contingency and pollution prevention plan was prepared and subsequently, amended.

The Lessee covenants and agrees to maintain the spill contingency and pollution prevention plan up to date through revisions undertaken from time to time as required by changes to the general operations of the site. The Lessee further covenants and agrees to retain a copy of the spill contingency and pollution prevention plan in a conspicuous, readily accessible location on-site such that it can be used as a reference by employees assigned to work in the said building. The Lessee further covenants and agrees that it will make available, for inspection and copying by City personnel, the spill contingency and pollution prevention plan.

#### **27. Re-Grading and Maintenance of Ditch**

The Lessee acknowledges and agrees it shall be responsible for various grading and maintenance measures along Marchurst Road, for the duration of the construction and to leave the ditch in good condition to thereafter be maintained by the City, including the following:

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

#### **28. Stormwater Management Memorandum**

Prior to registration of this Agreement, the Lessee acknowledges and agrees to provide the General Manager, Planning, Development and Building Services, with a memorandum prepared by a suitably experience Professional Engineer, currently licensed in the Province of Ontario, confirming that the designed spill point elevations will be set equivalent to the top of the control weir. The Lessee further acknowledges and agrees that said memorandum shall be to the satisfaction of the General Manager, Planning, Development and Building Services, and all associated costs shall be the Lessees responsibility.

**29. Stormwater Works Certification**

Upon completion of all stormwater management Works, the Lessee acknowledges and agrees to retain the services of a suitably experienced Professional Engineer, currently licensed in the Province of Ontario, to ensure that all measures have been implemented in conformity with the approved Plans and Reports, referenced in Schedule "E" herein. The Lessee further acknowledges and agrees to provide the General Manager, Planning, Development and Building Services with certificates of compliance issued by a suitably experienced Professional Engineer, currently licensed in the Province of Ontario, confirming that all recommendations and provisions have been implemented in accordance with the approved Plans and Reports referenced in Schedule "E" herein.

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

The Lessee acknowledges and agrees to install and maintain in good working order the required in-ground stormwater inlet control devices, as recommended in the approved Stormwater Management Report and Water Budget Assessment, referenced in Schedule "E" herein. The Lessee further acknowledges and agrees it shall assume all maintenance and replacement responsibilities in perpetuity, unless the Lessee, prior to decommissioning its BESS facilities, presents a stormwater management plan acceptable to the City that demonstrates stormwater drainage is materially consistent with the pre-development drainage flow. The Lessee shall keep all records of inspection and maintenance in perpetuity, unless the Lessee has delivered the above-referenced revised stormwater management plan, in which case, it may stop keeping records upon decommissioning of the BESS facilities, and shall provide said records to the City upon request.

**31. Private Drainage Agreement**

The Owner of 2555 Marchurst Road shall enter into a Private Drainage Agreement with the Owner of the adjacent lands, municipally known as 2625 Marchurst Road, which shall be binding upon the owners and all subsequent purchasers, to deal with mutual rights for surface drainage, in accordance with the site plan approval issued by the City of Ottawa. The Private Drainage Agreement shall be registered on title, of those properties listed in the Agreement, at no cost to the City, and a copy shall be filed with the City, to the satisfaction of the General Manager, Planning, Development and Building Services Department.

**32. Water Demand for Fire Fighting**

Upon completion of all Fire-Fighting Works, the Owner acknowledges and agrees to retain the services of a suitably experienced Professional Engineer, currently licensed in the Province of Ontario, to ensure that all measures have been implemented in conformity with the approved Plans and Reports, referenced in Schedule "E" herein. The Owner further acknowledges and agrees to provide the General Manager, Planning, Development and Building Services with certificates of compliance issued by a suitably experienced Professional Engineer, currently

licensed in the Province of Ontario, confirming that all recommendations and provisions have been implemented in accordance with the approved Plans and Reports referenced in Schedule "E" herein

## **Private Systems**

### **33. Water Plant**

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

### **34. Private Storm Sewer Connection to City Sewer System**

The Lessee acknowledges and agrees that any new storm sewers to be installed as part of this development shall not be connected to the City's existing storm sewer system [ditches] until such time as either:

- a) a certificate of conformance and As-built Drawings have been received from a suitably experienced Professional Engineer, currently licensed in the Province of Ontario, certifying that all required inlet control devices have been properly installed to City Standards and/or Specifications, and that the storm sewer system has been installed in accordance with the approved engineering drawings for site development and City Sewer Design Guidelines, as amended. The inlet control devices shall be free of any debris; or
- b) flow limiting orifice plate or gate valve, designed by a suitably experienced Professional Engineer currently licensed in the Province of Ontario and to the satisfaction of the City, has been installed at the storm water outlet prior to connecting any upstream storm sewers [ditches]. Such orifice plate shall not be removed until subsection (a) above has been satisfied and approved by the General Manager, Planning, Development and Building Services.

## **Blasting**

### **35. Use of Explosives and Pre-Blast Survey**

The Lessee acknowledges and agrees that all blasting activities will conform to the City's Standard S.P. No. F-1201 entitled Use of Explosives, as amended. Prior to any blasting activities, a pre-blast survey shall be prepared as per S.P. No. F-1201, at the Lessee's expense, for all buildings, utilities, structures, water wells and facilities likely to be affected by the blast based on the location where explosives are to be used. In particular, a pre-blast survey shall be completed in accordance with Table 1 of S.P. No. F-1201. The standard inspection procedure shall include

the provision of an explanatory letter to the owner or occupant and owner with a formal request for permission to carry out an inspection.

## **Site Lighting**

### **36. Site Lighting Certificate**

- a) In addition to the requirements contained in Clause 19 of Schedule “C” hereto, the Lessee acknowledges and agrees, prior to operation, to provide the City with a certificate from an acceptable professional engineer, licensed in the Province of Ontario, which certificate shall state that the exterior site lighting has been designed to meet the following criteria:
  - (i) it must be designed using only fixtures that meet the criteria for full cut-off (sharp cut-off) classification, as recognized by the Illuminating Engineering Society of North America (IESNA or IES); and
  - (ii) it must result in minimal light spillage onto adjacent properties. As a guideline, 0.5 fc is normally the maximum allowable spillage.
- b) The Lessee acknowledges and agrees that, upon completion of the lighting Works and prior to the City releasing any associated securities, the Lessee shall provide certification satisfactory to the General Manager, Planning, Development and Building Services, from a Professional Engineer, licensed in the Province of Ontario, that the site lighting has been constructed in accordance with the Owner’s approved design plan.

## **PLANNING AND OTHER**

### **Planning and Design**

#### **37. Natural Heritage**

The Lessee acknowledges and agrees to all recommendations contained in the final approved Environmental Impact Study (EIS) prepared by Stantec, dated April 22, 2026, or as amended, if required by the General Manager, Planning, Development and Building Services, and at the Owner’s expense.

The Lessee acknowledges and agrees that the realigned and enhanced surface water feature traversing the site is subject to surface water feature setbacks as per the requirements of the City of Ottawa Official Plan and comprehensive zoning by-law. No site grading, alteration to grades, in-water work, water-crossing, erosion control measure, etc., shall occur within the limit of development of the realigned watercourse, as shown on the final approved plan unless prior approval is obtained from the General Manager, Planning, Development and Building Services.

The Owner and Lessee acknowledge and agree that no removal of trees or shrubs or other native vegetation will occur within the limit of development, as shown on the final approved plan(s) unless prior approval is obtained from the General Manager, Planning, Development and Building Services.

### 38. **Snow Storage - Setback**

In addition to the provisions set out in Clause 17 of Schedule “C” to this Agreement, the Lessee acknowledges and agrees that no snow storage will occur within the fifteen (15 m) metre setback from the top bank of the watercourse, pursuant to the City’s Zoning By-Law 2008-250, as amended.

### 39. **Waste Collection**

The Lessee acknowledges and agrees that garbage, recycling, and organic waste collection will not be provided by the City and it shall make appropriate arrangements with a private contractor for garbage, recycling, and organic waste collection at the Lessee’s sole expense. The Lessee shall consult a private contractor regarding any access requirements for garbage and/or recycling and organic waste collection.

## **Parks**

### 40. **Parkland Dedication**

- a) The Lessee acknowledges and agrees that the conveyance requirement to the City is 1,852 square metres.
- b) The Lessee covenants and agrees that the conveyance requirement has been calculated at the rate set out below in accordance with the Parkland Dedication By-law, being By-law No. 2022-280, as amended:
  - i. For conveyance of parkland, cash-in-lieu of conveyance parkland, or combination thereof:
    - 2% of the gross land area (commercial & industrial uses).

Conveyance Requirement Table

|                                                          |                       |                                               |
|----------------------------------------------------------|-----------------------|-----------------------------------------------|
| <b>Gross Land Area (GLA) impacted by the development</b> | 92,600 m <sup>2</sup> |                                               |
|                                                          |                       |                                               |
| <b>Development Type</b>                                  | <b>Calculation</b>    | <b>Conveyance Requirement (m<sup>2</sup>)</b> |
| <b>Credit for existing use</b>                           | 0                     | 0 m <sup>2</sup>                              |
| <b>Commercial / Industrial</b>                           | 2% of Gross Land Area | 1,852 m <sup>2</sup>                          |

|                                     |  |                            |
|-------------------------------------|--|----------------------------|
|                                     |  |                            |
| <b>Total Conveyance Requirement</b> |  | <b>1,852 m<sup>2</sup></b> |

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

- a) Prior to issuance of a Commence Work Notification, the Lessee acknowledges and agrees to pay cash-in-lieu of conveyance of parkland as referenced in Schedule "B" herein. Pursuant to the City's Parkland Dedication By-law, being By-law No. 2022-280, as amended, 40% of said funds collected shall be directed to City wide funds, and 60% shall be directed to Ward 5 funds (Account 830294).
- b) Prior to issuance of Commence Work Notification, the Owner shall pay the parkland appraisal fee of \$880.00 plus H.S.T. of \$114.40, as referenced in Schedule "B" herein.

All of the above shall be to the satisfaction of the General Manager, Planning, Development Building Services.

**CONVEYANCES TO CITY**

**42. Road Widening**

Prior to registration of this Agreement, the Owner(s) acknowledge(s) and agree(s) to convey to the City, at no cost to the City, an unencumbered road widening across the complete Marchurst Road frontage of the lands, measuring 13.0 metres from the existing centreline of pavement. The exact widening must be determined by legal survey. The Owner(s) shall provide a reference plan for registration, indicating the widening, to the City Surveyor for review and approval prior to its deposit in the Land Registry Office. Such reference plan must be tied to the Horizontal Control Network in accordance with the municipal requirements and guidelines for referencing legal surveys. The Owner(s) acknowledge(s) and agree(s) to provide an electronic copy of the Transfer and a copy of the deposited reference plan to the City Solicitor prior to the execution of this Agreement by the City. All costs shall be borne by the Owner(s).

**AGENCIES**

**43. MVCA**

The Lessee acknowledges and agrees to obtain any required approvals and/or permits from the Mississippi Valley Conservation Authority/local conservation authority prior any alteration of the existing surface water feature.

**44. Department of Fisheries and Oceans (DFO)**

The Lessee acknowledges and agrees to provide the General Manager, Planning, Development and Building Services a copy of the Department of Fisheries and Oceans (DFO) Letter of Advice (LOA File No. 25-HCAA-02097) referenced within



Section 6.1.1.5 of the EIS dated April 22, 2026, and any changes to the proposed works may necessitate a new Request for Review form to the Department of Fisheries and Oceans (DFO), whereby a review may result in DFO issuing a new Letter of Advice.

**45. Ministry of Environment, Conservation, and Parks (MECP)**

The Lessee acknowledges and agrees to provide the General Manager, Planning, Development and Building Services a copy of the MECP online registration referenced within the Environmental Impact Study (EIS) dated April 22, 2026, and any changes to the proposed works may necessitate a new MECP registration.

**46. Ministry of Citizenship and Multiculturalism (MCM)**

The Lessee acknowledges and agrees to provide the General Manager, Planning Development and Building Services, proof that the archaeological assessments prepared for the development have been registered to the satisfaction of the Ministry of Citizenship and Multiculturalism prior to the issuance of any commence work notification.

**47. Bell Canada**

The Lessee agrees that should any conflict arise with existing Bell Canada facilities where a current and valid easement exists within the subject area, the Lessee shall be responsible for the relocation of any such facilities or easements at their own cost. It shall be noted that it is the responsibility of the Lessee to provide entrance/service duct(s) from Bell Canada's existing network infrastructure to service this development. In the event that no such network infrastructure exists, in accordance with the Bell Canada Act, the Lessee may be required to pay for the extension of such network infrastructure. If the Lessee elects not to pay for the above noted connection, Bell Canada may decide not to provide service to this development.

**48. Registrations, Authorizations, or Permits**

The Lessee shall obtain such online registrations, authorizations, or permits as may be required from municipal or provincial permitting authorities and shall file copies thereof with the General Manager, Planning, Development and Building Services. These agencies include the Ministry of Citizenship and Multiculturalism (MCM), Ministry of Environment, Conservation, and Parks (MECP), Department of Fisheries and Oceans (DFO), Mississippi Valley Conservation Authority/local conservation authority, and the City of Ottawa.

24 August 2026

Date



Adam Brown  
Manager, Development Review Rural,  
Planning, Development and Building  
Services Department

Enclosure: Site Plan Control Application approval – Supporting Information

## **SITE PLAN CONTROL APPROVAL APPLICATION SUPPORTING INFORMATION**

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**File Number:** D07-12-25-0096

### **SITE LOCATION**

2555 & 2625 Marchurst Road , and as shown on Document 1.

### **SYNOPSIS OF APPLICATION**

The subject site is located on the southwest side of Marchurst Road, approximately 600 metres southeast of the Thomas A. Dolan Parkway and Marchurst Road intersection, and 1 kilometre northeast of the intersection of John Aselford Driveway and Marchurst Road. The site is comprised of two large parcels.

2555 Marchurst Road is a 41.86-hectare, square shaped parcel that is currently vacant. Although vacant, the parcel appears to be used for hay and pasture. The treed areas have been deemed as Significant Woodlands in the Environmental Impact Study and are located towards Marchurst Road. It further includes natural heritage features towards the rear of the property, including an area defined as Natural Heritage Feature Core Area under the Official Plan, and a surface water feature that travels from the adjacent 2625 Marchurst Road property, to the rear lot line. A hydro corridor also runs along the rear portion of the 2555 Marchurst Road parcel and serves as the easterly limit of the Natural Heritage Core Area.

The second parcel, 2625 Marchurst Road, is a 42.60-hectare, long rectangular parcel that makes up the northern portion of the site. This parcel is currently developed with a detached dwelling and an accessory structure. It also features pasture lands, trees, and a surface water feature that travels from the middle of the front lot line along Marchurst Road through the front portion of the parcel, then southwards onto the adjacent 2555 Marchurst Road parcel. 2625 Marchurst Road also contains small portions of Provincially Significant Wetland and an area defined as Natural Heritage Feature Core Area, both of which are located towards the rear of the property. These features are located outside of the proposed development footprint and situated on the southwestern side of the existing hydro corridor that bisects the 2625 Marchurst parcel.

The surrounding properties fronting onto Marchurst Road and Thomas A. Dolan Parkway are mainly large rural lots, designated as Rural Countryside under the Official Plan, and comprise of residential uses and what appear to be smaller scale agricultural uses. To the south and west of the subject site's development footprint is the Carp Hills Wetland Complex, a Provincially Significant Wetland and Area of Natural and Scientific Interest.

The application proposes to establish a Battery Energy Storage System (BESS). The primary components of the BESS facilities include the battery storage units, a substation, a switching station, and the connection to the existing Hydro One infrastructure located on site. A permanent stormwater management pool, control building, and a first responder station are also included as a part of the proposal. Each section of battery storage units will include a 4.5-metre-tall noise wall (6 total), and a 6-metre-tall earthen berm will be situated to the north of the development envelope to provide buffering to nearby noise sensitive land uses, and ensure the Ministry of Environment, Conservation and Parks noise limits for Class 3 Areas are met. The site will also feature an impervious geomembrane covering the footprint of the development as a mitigation measure against potential soil and groundwater contamination. The existing detached residential use and associated accessory structure located on 2625 Marchurst Road will remain.

In consideration of the potential risks associated with the BESS use, an Emergency Response Plan (ERP) was prepared and submitted. The intent of the ERP is to provide information regarding the site features and layout, components and design of the BESS, the general hazards associated with the technology, as well as considerations and response procedure recommendations for emergency response services. It is intended that this document may be updated to ensure the most up-to-date information regarding the BESS is provided.

An 8-metre-wide access road is proposed to connect the facilities to Marchurst Road. This primary access travels through the observed Significant Woodlands on-site and would result in the loss of approximately 0.39 hectares of woodlands. This represents a less than 1 percent loss of Significant Woodlands for the establishment of the primary access as documented in the Environmental Impact Study (EIS). The proposed location of the primary access was determined through the prepared EIS to specifically avoid several Butternut Trees, the unevaluated wetlands, and achieve the shortest possible connection to the site.

The footprint of the BESS site will also feature drive aisles around its perimeter and in between each section of battery storage units. A further secondary access is proposed to serve as an additional connection from the facility footprint to the primary access road in case of emergency. As a condition of approval, it will be required that the EIS is updated to ensure the appropriateness of the proposed secondary access location and that any potential impacts can be effectively mitigated.

To facilitate the proposed site layout, the existing surface water feature on site will be realigned to travel around the development footprint. The realignment is proposed to be enhanced through the planting of local native species and the establishment of a 30-metre setback limit to maintain the revegetated state. The realigned water feature will also reestablish the upstream and downstream connections and maintain its overall form and function. A permit from the Conservation Authority will be required for the completion of the realignment works.

Though EIS identifies impacts to the surface water feature and Significant Woodlands within the development envelope, the other prominent natural features such as the Provincially Significant Wetlands, the Natural Heritage Feature Core Areas, the Area of Natural and Scientific Interest, and unevaluated wetlands, which are located outside of it, will not be impacted.

The proposed development is proposed to be carried out in two construction phases. The first phase includes the construction of the entrance, main access road, erosion and sediment control measures, the initial cut and fill and site grading, the installation of the dry hydrant system and water reservoir, the BESS foundations and installation of energy storage units, the cabling and wiring, the substation foundations, structural steel and major equipment installation, and the substation electrical works. The second phase includes the final grading of the BESS and substation, construction of the secondary access, completion of the BESS and substation stormwater management system, the final landscaping and revegetation of the site, and the final commissioning/energization of the Battery Energy Storage System units.

The private servicing on site will be limited to stormwater management, and water for fire protection. The stormwater management design incorporates a permanent pond north of the development footprint to control the quantity and quality of stormwater runoff. This pond will prevent stormwater from discharging into the existing surface water feature. Instead, stormwater will be directed to the front of the property and discharged to the existing ditch along Marchurst Road. The rate of discharge has been designed to not exceed the maximum of 100-year post development peak flow rates to 2-year pre-development. The stormwater management modelling concludes that the implementation of the permanent pond will reduce peak flows and will not result in any adverse impacts.

With the development proposed to be located on two parcels, a number of easements will be required to legalize this arrangement. These include easements for access, drainage, as well as the long-term lease for the development area. It is understood that these will be addressed in a future application to the Committee of Adjustment.

### **Related Applications**

The following completed application is related to this proposed development:

- Zoning By-law Amendment – D02-02-25-0050

### **DECISION AND RATIONALE**

This application is approved for the following reasons:

- The proposal is in conformity with Zoning
- The proposal is in conformity with the Official Plan
- The conditions of Site Plan Approval are to ensure the development occurs pursuant to the approved plans and reports. This includes the requirement for obtaining necessary authorizations and permits from agencies to ensure the development meets the relevant standards. Further conditions have been included to require the provision of additional information, plans, training, testing, and site safety design to mitigate potential hazards associated with the proposed BESS use.
- The approved site design for the development of a Battery Energy Storage System will represent good planning.

## **PARKLAND DEDICATION**

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

## **CONSULTATION DETAILS**

### **Councillor's Comments**

Councillor Clarke Kelly was aware of the application related to this report.

### **Public Comments**

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

### **Technical Agency/Public Body Comments**

#### Summary of Comments –Technical

##### MVCA

The MVCA provided several comments related to the stormwater management design and the realignment of the surface water feature.

##### Hydro One

Hydro One provided comments related to grading and drainage, access Hydro One facilities, and Hydro One's easement rights.

##### Bell Canada

Bell Canada provided comments with respect to existing easements and facilities within the area.

#### Response to Comments –Technical

##### MVCA

Staff received and reviewed comments provided by the MVCA and have included a condition of approval requiring the Owner to obtain any required approvals or permits from the MVCA prior to commencing any alteration to the existing surface water feature.

##### Hydro One

Staff received and reviewed Hydro One's comments and understand that the Owner is working closely with Hydro One as the proposed development will connect with their

infrastructure. Staff highlight that the Owner will need permission and approval from Hydro One to achieve this connection.

#### Bell Canada

Staff received and reviewed Bell Canada's comments and included the requested condition.

### **Advisory Committee Comments**

#### Summary of Comments – Advisory Committees

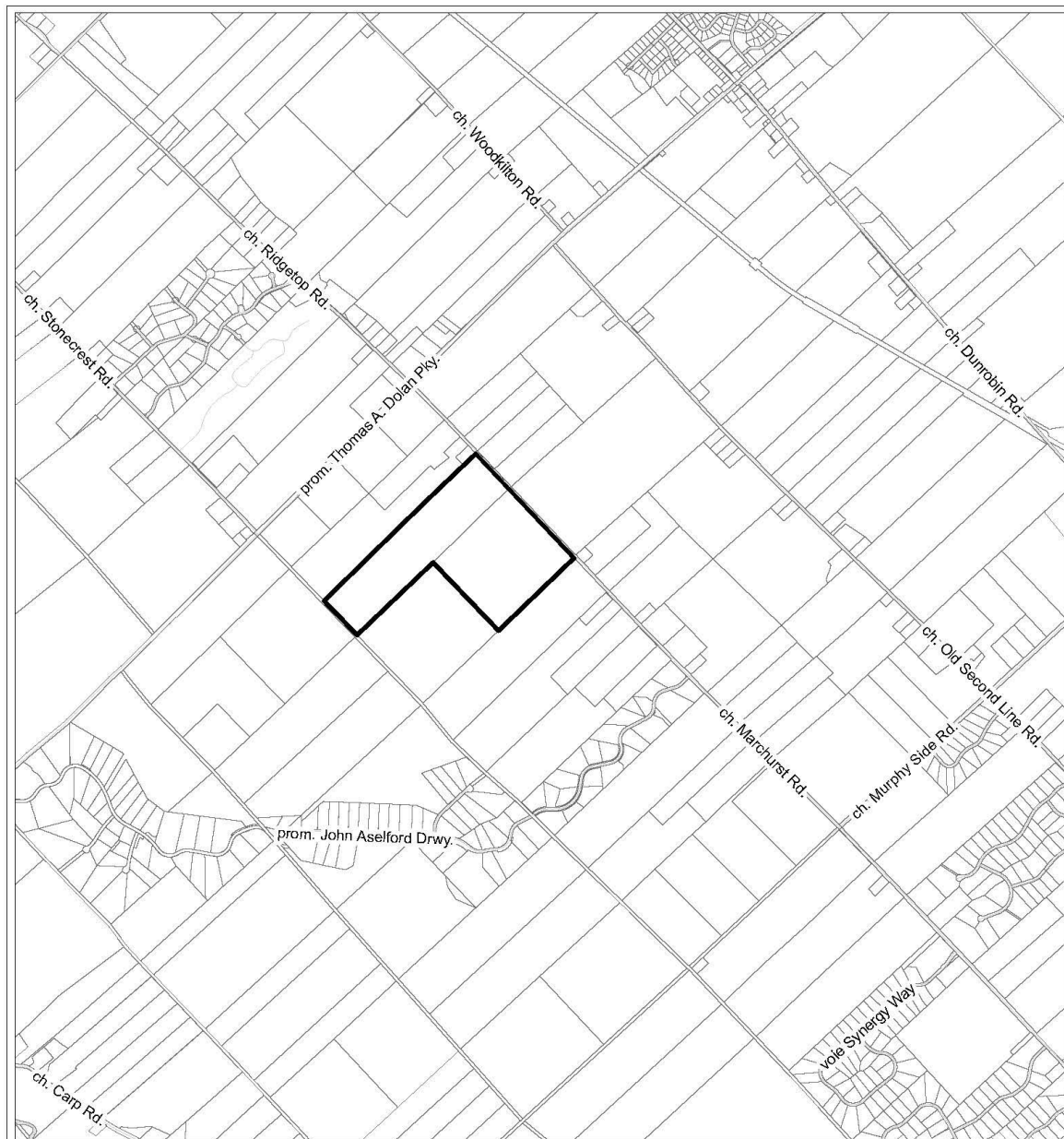
N/A

### **APPLICATION PROCESS TIMELINE STATUS**

This Site Plan application was not processed by the On Time Decision Date. The Council approved timeline has not been met due to the complexity of issues related to stormwater management, fire prevention measures, and the inclusion of secondary access.

**Contact:** Stephan Kukkonen Tel: 613-580-2424, ext. 12860 or e-mail: [stephan.kukkonen@ottawa.ca](mailto:stephan.kukkonen@ottawa.ca)

## Document 1 – Location Map



D07-12-25-0096

26-0222-D

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REVISION / RÉVISION - 2026 / 02 / 26

LOCATION MAP / PLAN DE LOCALISATION  
SITE PLAN / PLAN D'EMPLACEMENT



Part of / Partie de 2555, 2625 Marchurst Road

