

**SITE PLAN CONTROL APPLICATION  
DELEGATED AUTHORITY REPORT  
MANAGER, DEVELOPMENT REVIEW, WEST**

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Site Location: 2710 Draper Avenue

File No.: D07-12-18-0184

Date of Application: December 10, 2018

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This SITE PLAN CONTROL application submitted by Lloyd Phillips & Associates Ltd., on behalf of Redwood Residences Limited, is APPROVED as shown on the following plan(s):

1. **Site Plan – Phase 3-2**, Sheet No. SP-2, prepared by Roderick Lahey Architect Inc., dated June 12, 2017, revision 35 dated August 14, 2019.
2. **Landscape Plan**, Drawing No. L1.01, prepared by Levstek Consultants, dated May 2017, revision 10 dated July 19, 2019.
3. **Landscape Details**, Drawing No. L2.01, prepared by Levstek Consultants, dated September 2018, revision 10 dated July 19, 2019.
4. **Block 6 Building Elevations – Phase 3-2**, Drawing No. A-03, prepared by Roderick Lahey Architect Inc., dated June 6, 2017, revision 7 dated April 2, 2019.
5. **Block 7 Building Elevations – Phase 3-2**, Drawing No. A-04, prepared by Roderick Lahey Architect Inc., dated June 6, 2017, revision 7 dated April 2, 2019.
6. **Block 9 Elevations – Phase 3-2**, Drawing No. A-07, prepared by Roderick Lahey Architect Inc., revision 1 dated June 12, 2019.
7. **Block 10 Elevations – Phase 3-2**, Drawing No. A-05, prepared by Roderick Lahey Architect Inc., dated October 31, 2018, revision 5 dated June 12, 2019.
8. **Block 11 Elevations – Phase 3-2**, Drawing No. A-06, prepared by Roderick Lahey Architect Inc., revision 1 dated June 12, 2019.
9. **Existing Conditions & Removals Plan, Fresh Towns - 2710 Draper Avenue Phase 3-2**, Drawing No. EX-1, prepared by DSEL, dated December 2018, revision 7 dated August 21, 2019.

10. **Grading Plan, Fresh Towns - 2710 Draper Avenue Phase 3-2**, Drawing No. GP-1, prepared by DSEL, dated December 2018, revision 7 dated August 21, 2019.
11. **Site Servicing Plan, Fresh Towns - 2710 Draper Avenue Phase 3-2**, Drawing No. SSP-1, prepared by DSEL, dated December 2018, revision 7 dated August 21, 2019.
12. **Erosion Control Plan, Fresh Towns - 2710 Draper Avenue Phase 3-2**, Drawing No. EC-1, prepared by DSEL, dated December 2018, revision 7 dated August 21, 2019.
13. **Detail Sheet, Fresh Towns - 2710 Draper Avenue Phase 3-2**, Drawing No. DS-1, prepared by DSEL, dated December 2018, revision 7 dated August 21, 2019.
14. **Plan & Profile - Cherry Blossom Private, Fresh Towns - 2710 Draper Avenue Phase 3-2**, Drawing No. PP-1, prepared by DSEL, dated December 2018, revision 7 dated August 21, 2019.
15. **Plan & Profile - Foliage Private, Fresh Towns - 2710 Draper Avenue Phase 3-2**, Drawing No. PP-2, prepared by DSEL, dated December 2018, revision 7 dated August 21, 2019.
16. **Plan & Profile - Purple Martin Private, Fresh Towns - 2710 Draper Avenue Phase 3-2**, Drawing No. PP-3, prepared by DSEL, dated December 2018, revision 7 dated August 21, 2019.
17. **Stormwater Management Plan - Subcatchments, Fresh Towns - 2710 Draper Avenue Phase 3-2**, Drawing No. SWM-1, prepared by DSEL, dated December 2018, revision 7 dated August 21, 2019.
18. **Stormwater Management Plan, Fresh Towns - 2710 Draper Avenue Phase 3-2**, Drawing No. SWM-2, prepared by DSEL, dated December 2018, revision 7 dated August 21, 2019.
19. **Sanitary Drainage Plan - Subcatchments, Fresh Towns - 2710 Draper Avenue Phase 3-2**, Drawing No. SAN-1, prepared by DSEL, dated December 2018, revision 7 dated August 21, 2019.
20. **Stone Strong Retaining Wall Design**, Drawing No. PG1630-4, prepared by Paterson Group, dated March 2019, revision 4 dated August 12, 2019.

And as detailed in the following report(s):

1. **Site Lighting Certificate**, prepared by Goodkey, Weedmark & Associates Limited, dated August 14, 2019.
2. **Phase 1 Environmental Site Assessment**, File No. PE4018-1, prepared by Paterson Group, dated April 28, 2017.

3. **Phase 1 Environmental Site Assessment Update**, File No. PE4018-LET.02, prepared by Paterson Group, dated December 19, 2018.
4. **Traffic Noise Assessment – 2710 Draper Avenue (Phase 2)**, Report No. GWE17-059 – Traffic Noise (P2), prepared by Gradient Wind Engineering Inc., dated March 19, 2018, revision 2 dated November 2, 2018.
5. **Traffic Noise Assessment Cover Letter**, prepared by Gradient Wind Engineering Inc., dated July 24, 2019.
6. **Access Impact Analysis**, prepared by Castleglenn Consultants, dated March 21, 2019.
7. **Servicing and Stormwater Management Report, Greatwise Developments, 2710 Draper Avenue - Fresh Towns - Phase 3-2**, Project No. 17-927, prepared by DSEL, dated August 2019 – Rev 5.
8. **Geotechnical Investigation, Proposed Residential Development – Phase 3-2, 2710 Draper Avenue, Ottawa Ontario**, Report No. PG1630-4, prepared by Paterson Group, dated February 21, 2019 Revision 1.
9. **Geotechnical Memorandum**, File No. PG1630-MEMO.17, prepared by Paterson Group, dated March 21, 2019.
10. **Grading Plan Review Memorandum**, File No. PG1630-MEMO.18, prepared by Paterson Group, dated February 27, 2019.
11. **Geotechnical Memorandum**, File No. PG1630-MEMO.22, prepared by Paterson Group, dated February 27, 2019.
12. **Geotechnical Memorandum**, File No. PG1630-MEMO.25, prepared by Paterson Group, dated July 22, 2019.
13. **Geotechnical Recommendations – Service Pipe Crossing**, File No. PG1630-MEMO.26, prepared by Paterson Group, dated August 12, 2019.
14. **Geotechnical Recommendations – Concrete Trenches**, File No. PG1630-MEMO.27 Rev.01, prepared by Paterson Group, dated August 19, 2019.

And subject to the following Standard and Special Conditions:

## **General Conditions**

### **1. Site Plan Agreement**

The Owner shall enter into this Site Plan Control Agreement, including all standard and special conditions, financial and otherwise, as required by the City. In the event that the Owner fails to sign this Agreement and complete the conditions to be satisfied prior

to the signing of this Agreement within one (1) year of Site Plan approval, the approval shall lapse.

**2. Prior Site Plan Agreement**

The Owner acknowledges and agrees that all terms and conditions of the Site Plan Agreement with the City of Ottawa, registered as Instrument No. OC2086541 on March 25, 2019, are reconfirmed and are in full force and effect except as otherwise varied or amended in this Agreement. The Owner further acknowledges and agrees that the relevant portion of the Approved Plans referenced in Schedule "E" hereto shall supercede and replace and/or be in addition to, as the case may be, the relevant sections of the corresponding Plans contained in the previous Site Plan Agreement(s).

**Special Conditions**

**3. Cash in Lieu of Parkland**

Upon execution of this Agreement, the Owner shall pay cash-in-lieu of parkland in the amount of \$94,820.47 as referenced in Schedule "B" herein. Pursuant to the City's Parkland Dedication By-law, being By-law No. 2009-95, as amended, 40% of said funds collected shall be directed to City wide funds, and 60% shall be directed to Ward 8 funds.

**4. Exterior Elevations Drawings**

The Owner acknowledges and agrees to construct the proposed building in accordance with the approved Elevation plans, referenced in Schedule "E" herein. The Owner further acknowledges and agrees that any subsequent proposed changes to the approved Elevations Plans shall be filed with the General Manager, Planning, Infrastructure and Economic Development and agreed to by both the Owner and the City prior to the implementation of such changes. No amendment to this Agreement shall be required.

**5. Site Lighting Certificate**

a) In addition to the requirements contained in clause 19 of Schedule "C" hereto, the Owner acknowledges and agrees, prior to the issuance of a building permit, to provide the City with a certificate from an acceptable professional engineer, licensed in the Province of Ontario, which certificate shall state that the exterior site lighting has been designed to meet the following criteria:

- i. it must be designed using only fixtures that meet the criteria for full cut-off (sharp cut-off) classification, as recognized by the Illuminating Engineering Society of North America (IESNA or IES); and
- ii. it must result in minimal light spillage onto adjacent properties. As a guideline, 0.5 fc is normally the maximum allowable spillage.

- b) The Owner acknowledges and agrees that, upon completion of the lighting Works and prior to the City releasing any associated securities, the Owner shall provide certification satisfactory to the General Manager, Planning, Infrastructure and Economic Development Department, 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.

**6. Site Lighting Works**

The Owner acknowledges and agrees that all site lighting works are to be constructed in accordance with the approved plans referenced in Schedule "E" herein.

**7. Curb Stops Relocated for Phase 3-1 as Part of Phase 3-2**

The Owner acknowledges and agrees that the curb stops for the dwelling units fronting the private streets within Blocks 1 through 4 have been relocated as part of this Phase of the development and are to be constructed as shown on the approved Site Servicing Plan referenced in Schedule "E" herein.

**8. Existing Private Services**

The Owner acknowledges and agrees that all existing private services within Draper Avenue are to be completely removed within the right-of-way and capped at the City sewer to the satisfaction of the General Manager, Planning, Infrastructure and Economic Development.

**9. Draper Avenue Asphalt Overlay**

The Owner shall install an asphalt overlay over the total area of the public driving surface of Draper Avenue fronting the subject lands, as shown on the approved Grading Plan, referenced in Schedule "E" herein, as a continuous lift of asphalt once all Phase 3-1 and Phase 3-2 road cuts have been made. The Owner acknowledges and agrees that all costs are to be borne by the Owner.

**10. Reinstatement of City Property**

The Owner shall reinstate, at its expense and to the satisfaction of the General Manager, Planning, Infrastructure and Economic Development, any property of the City, including, but not limited to, sidewalks, curbs and boulevards, which is damaged as a result of the subject Phase 3-2 development.

**11. Existing Services for 2702 Draper Ave.**

- a) The Owner acknowledges and agrees, at its expense and in connection with its future part lot control application for Phase 3-2, to deliver a grant of easement, executed by the Owner, to each of the Owners of the lands to the east municipally known as 2702 Draper Avenue. Such easement shall be a 4.5 metre storm and sanitary sewer easement over the lands, as shown on the approved Site Servicing Plan referenced in Schedule "E" herein, with the right and licence of free,

uninterrupted, unimpeded and unobstructed access by the Owners of 2702 Draper Avenue to enter on and to pass at any and all times, on, over, along and upon the lands with or without vehicles, supplies, machinery and equipment for all purposes necessary or convenient to construct, maintain, repair and replace the existing storm and sanitary sewers.

- b) Prior to issuance of a building permit for Block 10, as shown on the approved Site Plan referenced in Schedule “E” herein, the Owner acknowledges and agrees to provide evidence that notice of the granting of the aforementioned easement has been provided to the Owners of 2702 Draper Avenue to the satisfaction of the General Manager, Planning, Infrastructure and Economic Development Department and Legal Services. Pending registration of the easement, the Owner further acknowledges and agrees to provide continued use of the existing storm and sanitary sewer that serves 2702 Draper Avenue.

## **12. Joint Use, Maintenance and Liability Agreement**

Prior to registration, the Owner acknowledges and agrees to amend the existing ‘Fresh Towns Common Elements Agreement’ to specifically identify the underground storage tanks, in addition to the sewers and catch basins, as being part of the common stormwater management system. The Owner further acknowledges and agrees to include a provision within the aforementioned agreement confirming the obligation to repair any damage caused to freehold parcels in the course of performing any works associated with common elements. The amended agreement shall be registered on the Owner’s lands, at no cost to the City, and a copy of the registered agreement shall be provided to the General Manager, Planning, Infrastructure and Economic Development.

## **13. Notice on Title – Underground Storage Tank Block 9**

The Owner acknowledges and agrees that due to the proximity of the dwelling unit and landscaped walkway to the existing underground storage tank that, in the event works are required to be undertaken on the underground storage tank, the access to the dwelling unit located on the north building face may be restricted for the duration of construction and the landscaped walkway may need to be removed and reinstated as part of such works. The Owner further acknowledges and agrees that all agreements of purchase and sale or lease agreements shall contain the following clause:

“The Purchaser/Lessee for himself, his heirs, executors, administrators, successors and assigns acknowledges being advised that, in the event works are required on the underground storage tank located to the north, that the primary access to the dwelling unit may be restricted for the duration of the works and the associated landscaped walkway may need to be removed and reinstated as part of these works.”

## **14. Geotechnical Investigation**

The Owner acknowledges and agrees that it shall retain the services of a geotechnical engineer, licensed in the Province of Ontario, to ensure that the recommendations of

the Geotechnical Investigation (the "Report"), referenced in Schedule "E" herein, are fully implemented. The Owner further acknowledges and agrees that it shall provide the General Manager, Planning, Infrastructure and Economic Development Department with confirmation issued by the geotechnical engineer that the Owner has complied with all recommendations and provisions of the Report, prior to construction of the foundation and at the completion of the Works, which confirmation shall be to the satisfaction of the General Manager, Planning, Infrastructure and Economic Development Department.

**15. Geotechnical Engineer On-Site During Construction of Retaining Wall**

The Owner covenants and agrees that it shall retain the services of a geotechnical engineer licensed in the Province of Ontario to be on-site during the construction period of the stone strong retaining wall to supervise the Works and ensure that all design and construction precautions prescribed in the approved Geotechnical Investigation and the Stone Strong Retaining Wall Design, referenced in Schedule "E" herein, have been implemented and complied with. The proposed swale in the rear yard of the subject lands shall not be disturbed.

**16. Retaining Wall Responsibility and Maintenance**

The Owner acknowledges and agrees that the retaining wall within the subject lands, shown as Stone Strong on the Grading Plan referenced in Schedule "E" herein, is private, and the Owner is solely responsible for the maintenance and replacement in perpetuity.

The Owner acknowledges and agrees to conduct routine inspection and maintenance of the retaining wall, and repairs to the wall shall be completed immediately to correct any deficiencies as may be required by the General Manager, Planning Infrastructure and Economic Development. The Owner further acknowledges and agrees that repair records shall be kept on file and produced to the City should they be requested.

The Owner acknowledges and agrees that a notice-on-title respecting the retaining wall shall be registered on title to the subject lands, at the Owners expense, and the following clause shall be included in all agreements of purchase and sale and lease agreements.

**17. Notice on Title - Retaining Wall Blocks 5, 8 and 11**

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 himself, his heirs, executors, administrators, successors and assigns acknowledges being advised that the stone strong retaining wall within the subject lands is private and the Purchaser/Lessee is solely responsible for the maintenance and or

replacement in perpetuity. Any repairs to the wall shall be completed immediately to correct any deficiencies.

**18. Notice on Title – Rear Drainage Block 5**

The Owner acknowledges and agrees that due to the proximity of the rear-yard drainage system to the building that the placement of any temporary or permanent features within the rear yard is prohibited as any feature placed in the rear yard will obstruct drainage and alter the drainage pattern. The Owner further acknowledges and agrees that all agreements of purchase and sale or lease agreements shall contain the following clause:

“The Purchaser/Lessee for himself, his heirs, executors, administrators, successors and assigns acknowledges being advised that no permanent or temporary features are permitted to be placed within the rear yard as such features will obstruct the existing drainage system and alter the drainage pattern.”

**19. Notice on Title – Service Laterals Below Driveways Blocks 5, 8, 9, 10 and 11**

The Owner acknowledges and agrees that due to the service laterals for the dwelling units being located below the driveways, in the event works are required to be undertaken on the laterals, the driveways may need to be removed and reinstated. The Owner further acknowledges and agrees that all agreements of purchase and sale or lease agreements shall contain the following clause:

“The Purchaser/Lessee for himself, his heirs, executors, administrators, successors and assigns acknowledges being advised that the service laterals for the dwelling unit, shown on the approved Site Servicing Plan referenced in Schedule “E” herein, are located below the driveway and placed within a PVC sleeve to facilitate future maintenance, however in the event works are required to be undertaken on the services, despite the inclusion of a sleeve, the driveway may need to be removed and reinstated as part of such works.

**20. Notice on Title – Access from Draper Avenue**

The Owner acknowledges and agrees that the private road access, being Purple Martin Private, has been approved as a full movement access based on the approved Access Impact Analysis, referenced in Schedule “E” herein. Should this road access, as a result of the proximity of private approaches servicing units within this development, result in any safety concerns the City may restrict the access to being right in right out only. The Owner further acknowledges and agrees that all agreements of purchase and sale or lease agreements shall contain the following clause:

“The Purchaser/Lessee for himself, his heirs, executors, administrators, successors and assigns acknowledges being advised that the Purple Martin Private access from Draper Avenue has been approved as a full movement access but, should safety concerns result from the proximity



of private approaches servicing units within this development, the City may restrict this access to right in right out only.”

## **21. Noise Control Attenuation Measures**

The Owner acknowledges and agrees to implement the noise control attenuation measures recommended in the approved Transportation Noise Assessment and Traffic Noise Assessment Cover Letter, referenced in Schedule “E” of this Agreement, as follows:

- a) each unit in Blocks 5, 8 and 11 are to be fitted with a forced air heating system and ducting, and shall be sized to accommodate central air conditioning;
- b) further to subsection a) above, the location and installation of any outdoor air conditioning device(s) shall comply with the noise criteria of the Ministry of the Environment and Climate Change’s Publication NPC-216 entitled *Environmental Noise Guidelines for Installation of Residential Air Conditioning Devices*, dated September 1994, as amended, in order to minimize the noise impacts both on and off the immediate vicinity of the subject lands.
- c) prior to the issuance of a building permit, a review of building components (windows, walls, doors) is required and must be designed to achieve indoor sound levels within the City’s and the Ministry of the Environment, Conservation and Parks’ noise criteria;
- d) a 2.82 metre noise barrier must be constructed along the rear property line of Block 11 prior to occupancy should occupancy occur prior to development of the property to the south being municipally known as 2795 Baseline.
- e) Notices-on-Title respecting noise as follows:

### **Blocks 5 and 8**

“Purchasers/tenants are advised that sound levels due to increasing road traffic may, on occasion interfere with some outdoor activities of the dwelling occupants as the sound levels may exceed the sound level limits of the City and Ministry of Environment, Conservation and Parks.

To help address the need for sound attenuation this development has been designed so as to provide an outdoor amenity area and indoor environment that is within provincial guidelines. Measures for sound attenuation include:

- An acoustic barrier with a height of 2.4 metres along the property line for Blocks 5 and 8

To ensure that provincial sound level limits are not exceeded it is important to maintain these sound attenuation features.

This dwelling unit has been designed with forced air heating and the provision for

adding central air conditioning at the occupant's discretion. 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 sound level limits of the City of Ottawa and the Ministry of the Environment, Conservation and Parks."

and

"The transferee covenants with the transferor, and the lessee covenants with the lessor, that the above clause's, verbatim, shall be included in all subsequent agreements of purchase and sale, lease agreements, and Transfers/Deeds conveying the lands described herein, which covenant shall run with the said lands and is for the benefit of the owner of the adjacent road."

### **Block 11**

"Purchasers/tenants are advised that despite the inclusion or noise control features in the development and within the building units, sound levels due to increasing road traffic may, on occasion, interfere with some activities of the dwelling occupants, as the sound levels may exceed the sound level limits of the City and Ministry of Environment, Conservation and Parks.

To ensure that provincial sound level limits are not exceeded it is important to maintain these sounds attenuation features.

This dwelling unit has been designed with forced air heating and the provision for air conditioning. Air conditioning will allow windows and exterior doors to remain closed, thereby ensuring that the indoor sound levels are within the sound level limits of the City of Ottawa and the Ministry of the Environment, Conservation and Parks."

and

"The transferee covenants with the transferor, and the lessee covenants with the lessor, that the above clause's, verbatim, shall be included in all subsequent agreements of purchase and sale, lease agreements, and Transfers/Deeds conveying the lands described herein, which covenant shall run with the said lands and is for the benefit of the owner of the adjacent road."

## **22. Certification Letter for Noise Control Measures**

- a) The Owner acknowledges and agrees that upon completion of the development and prior to occupancy and/or final building inspection, it shall retain a Professional Engineer, licensed in the Province of Ontario with expertise in the subject of acoustics related to land use planning, to visit the lands, inspect the installed noise control measures and satisfy himself that the installed recommended interior noise control measures comply with the measures in the Traffic Noise Assessment report and cover letter referenced in Schedule "E" hereto, as approved by the City and/or the approval agencies and authorities (The Ministry of the Environment, Conservation and Parks) or noise thresholds identified in the City's *Environmental Noise Control Guidelines*. The Professional Engineer shall prepare a letter to the

City's Development Inspection Program Manager (the "Certification Letter") stating that he certifies acoustical compliance with all requirements of the applicable conditions in this Agreement, to the satisfaction of the General Manager, Planning, Infrastructure and Economic Development Department.

- b) The Certification Letter shall be unconditional and shall address all requirements as well as all relevant information relating to the development, including project name, lot numbers, building identification, drawing numbers, noise study report number, dates of relevant documents and in particular reference to the documents used for the building permits and site grading applications. The Certification Letter(s) shall bear the certification stamp of a Professional Engineer, licensed in the Province of Ontario, and shall be signed by said Professional Engineer, and shall be based on the following matters:
  - i. Actual site visits, inspection, testing and actual sound level readings at the receptors;
  - ii. Previously approved Detailed Noise Control Studies, Site Plan and relevant approved Certification Letters (C of A) or Noise thresholds of the City's *Environmental Noise Control Guidelines*; and
  - iii. Non-conditional final approval for release for occupancy.
- c) All of the information required in subsections a) and b) above shall be submitted to the General Manager, Planning, Infrastructure and Economic Development Department, and shall be to his satisfaction.

September 13, 2019

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Date



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Derrick Moodie  
Manager, Development Review, West  
Planning, Infrastructure and Economic  
Development Department

Enclosure: Site Plan Control Application approval – Supporting Information

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

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**File Number:** D07-12-18-0184

### **SITE LOCATION**

2710 Draper Avenue, and as shown on Document 1.

### **SYNOPSIS OF APPLICATION**

The subject site is located at the southeast corner of Morrison Drive and Draper Avenue. The overall site has an area of approximately 14,430 square metres with this phase of development occupying approximately 6,737 square metres of the land. The site is situated within a residential neighbourhood consisting mainly of single-detached and townhouse dwellings with St. Paul High School and Grant Alternative School being located to the northeast of the lands.

The lands are designated General Urban Area pursuant to the City's Official Plan and are zoned Residential Fifth Density Subzone A, Exception 1700 and subject to Schedules 247 and 282 (R5A[1700] S247, S282).

The overall development for the lands bounded by Baseline Road, Morrison Drive, Draper Avenue and an existing townhouse development to the east is comprised of three phases. The first phase has been built and consists of a low-rise residential condominium, the second phase remains vacant land and the third phase is comprised of townhouses on private streets and which has been split into two application/approval phases. The first part of phase three has been approved under application D07-12-17-0076 which included all the private streets, four blocks of townhouses and the private park. The purpose of this application is to permit the development of the last seven blocks of townhouses for a total of 54 additional units.

### **DECISION AND RATIONALE**

This application is approved for the following reasons:

- The site is designated 'General Urban Area' within the City of Ottawa Official Plan which permits the development of a full range and choice of housing types to meet the needs of all ages, incomes and life circumstances. The proposed development meets the policies and objectives of this designation.
- The proposed development of a planned unit development comprised of townhouses is a permitted land use within the Residential Fifth Density Subzone A zone.

- The proposed development is in compliance with Zoning By-law 2008-250 and the applicable Residential Fifth Density Zone (R5), Subzone A, Exception 1700 and subject to Schedule 247 and 282 provisions.
- Site issues such as lighting, servicing and stormwater management, lot boundaries and landscaping have been satisfactorily addressed through the Site Plan Control process.
- A registered site plan agreement is required as a condition of approval to ensure that the subject site is developed to the satisfaction of the City.

## **CONSULTATION DETAILS**

### **Councillor's Concurrence**

Councillor Rick Chiarelli has concurred with the proposed conditions of approval.

### **Public Comments**

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

#### Summary of public comments and responses

Several comments were received throughout the circulation and review processes from two individuals. Below is a summary of comments received and responses provided.

1. Disagreement with the developer being permitted to raise the backyards along the east side of the property associated with Blocks 9 and 10.

**Response:** The original plan included a retaining wall along the east property line but the City identified concern that stormwater drainage for the adjacent lands could be impacted by the retaining wall. As a result, grading of the rear yards was modified in order to tie into the existing grades along the property line which are being maintained and not altered. As well, there are existing sanitary and storm sewers that enter the subject site from the adjacent lands and a permanent structure over these existing private sewers is not supported.

2. The staircase leading to the back door impacts the privacy of adjacent lands. Only standard limits are being put in place for future decks and, if a deck is built, the concern is that from the deck owners of the new homes could see into adjacent dwelling windows on the second floor.

**Response:** The subject application is for Site Plan Control approval and does not deal with zoning requirements. The zoning for the subject lands, establishing the required setback to the east lot line, was completed in 2012 and the staircase / decking features proposed are permitted under the zoning. Compliance is confirmed for the proposal through the review process and any future modifications will be required to maintain such compliance.

3. Would the developer consider moving the back door to the interior staircase landing? I can't imagine the architect preferring 10 steps to the rear door over having the door at the interior staircase landing, particularly when it impacts neighbouring homes negatively. If a person extends that deck outwards it exceeds the 6m setback committed to and allows future homeowners to look into the second floor of neighbouring properties. Can trees/shrubs be planted in the backyards to help offset this?

**Response:** The rear deck/stairs are permitted under the By-law and the proposed design is in compliance. These features are only permitted to extend so far into a required yard and any future changes to/for such will have to be in compliance with the By-law. As the proposed unit type is a townhouse, there is also 1.5 metre access easements for the internal units provided for at the rear of the lands as well as stormwater infrastructure accommodated. Plantings within the access easement or above the infrastructure would create a conflict.

4. The tree inventory plan has the pine tree at the north/east corner of the site planned for removal. Is this still the case? It is believed that the tree belongs to the adjacent landowners. Have you contacted the Home Owners Association or property management company?

**Response:** The Tree Conservation Report did indicate there is a pine tree in the northeast, however, it did not identify it as being on the adjacent lands. The City included a condition within the Site Plan Agreement for Phase 3-1 that requires the Owner to obtain written permission from affected property owners where trees on adjacent lands are required to be removed, are damaged or where trees straddle a common lot line. The Tree Permit also specifically states that, unless otherwise specified, the permit does not authorize the harm or removal of trees located on adjacent properties. From additional information provided, the Owner of the subject lands was in contact with the adjacent landowners regarding the protection of the noted tree.

5. The back yards of the new homes will be very close to the adjacent dwellings. Building a new row of homes directly in front of existing homes and having their back yards face front yards does not consider the view of the people living in the homes that are already built in the area. We will have little to no sunlight and be staring at a basic fence or into the back yards of the new home owners.

**Response:** The zoning for the property requires a 6 metre setback along the west, north and east property lines with a 3 metre setback required along Baseline. The proposed townhomes are sited in compliance with this setback requirement.

6. These homes are much taller than the existing homes and if the new homes are very close to the existing homes there is little privacy to any home owner.

**Response:** The proposed dwellings are designed in compliance with the zoning requirements with respect to setbacks and height. The setbacks are 6 metres along the lot lines, with 3 metres required along Baseline, and the permitted height for the portion of the lands being developed is 17 metres with the proposed units along the eastern side of the site having a height of 11.2 metres.

7. There will be a negative impact on resale value of the adjacent homes as a result of this development.

**Response:** Resale / property values are not within the Planning Department's purview when reviewing development applications and do not form part of the subject proposal. The lands are zoned for the proposed development.

8. Please advise what can be done to influence/appeal decisions that have been or will be made. I plan to attend future meetings, and, if needed, I can speak with my neighbours.

**Response:** The subject application is for Site Plan Control approval and the public does not have an appeal right for this type of application. There is also no statutory requirement for a public meeting to be held and a community information and comment session is not scheduled for the subject development/application.

9. Can you confirm that Blocks 9 and 10 will have fences installed?

**Response:** A privacy fence is shown on the site and landscape plans as being constructed and the details provided.

10. Concerns were expressed regarding the overall landscaping for the site. It was requested that a number of options for tree plantings and additional shrubs as well as relocating proposed utility locations and sleeved laterals be reviewed.

**Response:** The proposed development includes private streets which resulted in a number of conflicts with services and utilities, ultimately, impacting the extent of landscaping that could be achieved. City staff and the Applicant's Landscape Architect reviewed the site for opportunities and trees as well as additional shrubs were included where possible in association with the current phase of townhouse blocks.

11. Can you confirm the final number of units in CCC994 condo and the number of underground parking spaces finalized (is it 80/80 or 88/90)? Reports are not consistent.

**Response:** The as-built condition was confirmed as 80 units with 80 underground parking spaces.

12. Does the Landscape Plan to be approved under SPC have any relevance post-development? For example, as these are freehold townhouses, will homeowners have the right to remove plants/trees, or does landscaping have to be maintained under an agreement?

**Response:** The City has standard legal conditions with respect to the continued maintenance of landscaping approved as part of a development application and these will be included within the approval of the subject application.

13. Purple Martin Private has been shifted east by almost a foot and, while not super significant, it has an impact on adjacent lands. The result of this change is that the Block 9 and 10 driveways are shorter, which is not ideal as this makes the roadway feel more restricted. Please shift Blocks 9 and 10 slightly east to permit 6 metre or

greater driveway lengths and/or shift Purple Martin Private slightly west to where it was before.

**Response:** The driveway lengths vary throughout the development, but all exceed the minimum requirement of 5.2 metres including the driveways for Block 9 and 10 which provide more than 0.5 metres in additional space for parked cars. Shifting of the dwellings to the east for longer driveways would further bring the dwellings and decks/stairs closer to the adjacent lands where concerns regarding privacy were expressed. The space between the Blocks on each side of Purple Martin Private also remained the same with the slight shift in the road location with additional lands being provided on the west side rather than the east side as a result.

14. An updated photometric plan is not consistent with earlier models. Purple Martin Private now has four streetlights. Please ask that one of the streetlights be removed (likely the third in) as it makes the lighting there above average. Please also ask that the streetlight closest to the Draper intersection at Purple Martin Private be located behind the 6 metre setback or as close to Block 6 as possible.

**Response:** The site lighting locations were revised and the number of lights proposed on Purple Martin Private was reduced. A condition will be included within the Site Plan Agreement related to site lighting requirements.

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

### Summary of Comments –Technical

Canada Post, Rideau Valley Conservation Authority, Hydro Ottawa, Bell Canada, Enbridge Gas, Rogers Communication and Zayo provided comments on the proposal that are standard for development applications in regards to utilities and access, telecommunications, and mail delivery.

### Response to Comments –Technical

Comments received were forwarded to the applicant following each review of the development proposal.

## **APPLICATION PROCESS TIMELINE STATUS**

This Site Plan application was not processed by the On Time Decision Date established for the processing of an application that has Manager Delegated Authority due to the number of reviews and complexity of issues.

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## Document 1 – Location Map

