



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

Site Location: 801 Ralph Hennessy Avenue

File No.: D07-12-18-0197

Date of Application: December 21, 2018

This SITE PLAN CONTROL application submitted by Eric Bays, Stantec Consulting, on behalf of Richcraft, is APPROVED as shown on the following plan(s):

1. **Site Plan**, Drawing SP-1, prepared by M. David Blakley Architect Inc., dated 05/03/18, Revision No. 21, dated 10/06/20.
2. **Landscape Plan**, Drawing L200, Sheet 1 of 2, prepared by Stantec Consulting Ltd., Project No. 160401422, dated 19.91.08, Revision No. 3, dated 20.04.02.
3. **Landscape Details**, Drawing L300, Sheet 2 of 2, prepared by Stantec Consulting Ltd., Project No. 160401422, dated 18.12.10, Revision No. 3, dated 20.04.02.
4. **Notes and Legend Plan**, Drawing No. NL-1, Sheet 1 of 7, prepared by Stantec Consulting Ltd., Project No. 160401422, dated 18.12.18, Revision No. 5, dated 20.06.03.
5. **Existing Conditions Plan**, Drawing No. EX-1, Sheet 2 of 7, prepared by Stantec Consulting Ltd., Project No. 160401422, dated 18.12.18, Revision No. 5, dated 20.06.03.
6. **Site Servicing Plan**, Drawing No. SSP-1, Sheet 3 of 7, prepared by Stantec Consulting Ltd., Project No. 160401422, dated 18.12.18, Revision No. 5, dated 20.06.03.
7. **Grading Plan**, Drawing No. GP-1, Sheet 4 of 7, prepared by Stantec Consulting Ltd., Project No. 160401422, dated 18.12.18, Revision No. 5, dated 20.06.03.
8. **Erosion Control Plan and Detail Sheet**, Drawing No. EC/DS-1, Sheet 5 of 7, prepared by Stantec Consulting Ltd., Project No. 160401422, dated 18.12.18, Revision No. 5, dated 20.06.03.

9. **Storm Drainage Plan**, Drawing No. SD-1, Sheet 6 of 7, prepared by Stantec Consulting Ltd., Project No. 160401422, dated 18.12.18, Revision No. 5, dated 20.06.03.
10. **Sanitary Drainage Plan**, Drawing No. SA-1, Sheet 7 of 7, prepared by Stantec Consulting Ltd., Project No. 160401422, dated 18.12.18, Revision No. 5, dated 20.06.03.
11. **Typical Elevation**, Drawings No. A1, A2, A3, prepared by M. David Blakely Architects Inc., dated 02.04.20.

And as detailed in the following report(s):

1. **Riverside South Phase 8 Block 221 Site Servicing and Stormwater Management Report**, Stantec Consulting Ltd., Project No. 160401422, dated December 14, 2018, Rev 3, dated, March 30, 2020.
2. **Planning Rationale Report**, Stantec Consulting Ltd., dated December 20, 2018.
3. **Phase 2 Noise Control Detailed Study – 801 Ralph Hennessy Avenue Block 221 Riverside South Phase 8**, Stantec Consulting Ltd., Project No. 160401422, dated March 25, 2020.
4. **Geotechnical Investigation – Proposed Residential Development Riverside South Development (Phase 8), Ottawa, Ontario**, Golder Associates, Report No. 1418804, dated July 15, 2015.
5. **Transportation Impact Assessment, Block 221 Riverside South Phase 8**, Stantec Consulting Ltd., dated September 26, 2019.
6. **Technical Memorandum - Proposed Residential Houses Block 221 Riverside South Development (Phase 8), Ottawa, Ontario**, Golder Associates, Project No. 06-1120-063-5000, dated July 11, 2018.
7. **Technical Memorandum – Grade Raise Summary Review Proposed Riverside South Phase 8 (Block 221), Ralph Hennessy Road, Ottawa, Ontario**, Golder Associates, Project No. 20145976, dated June 26, 2020.
8. **Technical Memorandum – Phase I Environmental Site Assessment Update, 980 Earl Armstrong Road, Ottawa**, Golder Associates, Project No. 18108893, dated September 17, 2018
9. **Phase I Environmental Site Assessment, 980 Earl Armstrong Road, Ottawa, Ontario**, Golder Associates, Report No. 14-1122-0011/2000, dated August 2015.
10. **Revised Tree Conservation Report, Riverside South Phase 8 Lands**, IFS Associates, dated March 9, 2016.
11. **Technical Memorandum – Tree Removal Tally, Riverside South Development Corporation Phases 8/13**, IFS Associates, dated April 11, 2016

And subject to the following General and Special Conditions:

GENERAL CONDITIONS

1. Execution of Agreement Within One Year

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. Permits

The Owner shall obtain such permits as may be required from municipal or provincial authorities and shall file copies thereof with the General Manager, Planning, Infrastructure and Economic Development.

3. Barrier Curbs

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

4. Water Supply For Fire Fighting

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

5. 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 development.

6. Construction Fencing

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

7. Construct Sidewalks

The Owner shall design and construct sidewalk(s) within public rights-of-way or on other City owned lands to provide a pedestrian connection from or to the site as

may be determined by the General Manager, Planning, Infrastructure and Economic Development. Such sidewalk(s) shall be constructed to City Standards.

8. **Extend Internal Walkway**

The Owner shall extend internal walkways beyond the limits of the subject lands to connect to existing or proposed public sidewalks, at the sole expense of the Owner, to the satisfaction of the General Manager, Planning, Infrastructure and Economic Development.

9. **Completion of Works**

The Owner acknowledges and agrees that no new building will be occupied on the lands until all requirements with respect to completion of the Works as identified in this Agreement have been carried out and received Approval by the General Manager, Planning, Infrastructure and Economic Development, including the installation of municipal numbering provided in a permanent location visible during both day and night and the installation of any street name sign on relevant streets. Notwithstanding the non-completion of the foregoing Works, occupancy of a lot or structure may otherwise be permitted, if in the sole opinion of the General Manager, Planning, Infrastructure and Economic Development, the aforesaid Works are proceeding satisfactorily toward completion. The Owner shall obtain the prior consent of the General Manager, Planning, Infrastructure and Economic Development for such occupancy in writing.

Until all requirements with respect to completion of the Works as identified in this Agreement have been carried out and received Approval by the General Manager, Planning, Infrastructure and Economic Development, the Owner shall give notice to the City of a proposed conveyance of title to any building at least thirty (30) days prior to any such conveyance. No conveyance of title to any building shall be effective unless the Owner has complied with this provision.

Nothing in this clause shall be construed as prohibiting or preventing the approval of a consent for severance and conveyance for the purposes of obtaining financing.

10. **Development Charges**

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

11. **Development Charges – Instalment Option**

(a) The Owner acknowledges that for building permits issued after January 15, 2010, payment of non-residential development charges, excluding development charges for institutional developments, may be calculated in two (2) installments at the option of the Owner, such option to be exercised by the Owner at the time of the application for the building permit. The non-discounted portion of the development charge shall be paid at the time of issuance of the building permit and the discounted portion of the development charge shall be payable a maximum of two (2) years from the

date of issuance of the initial building permit subject to the following conditions:

- (i) a written acknowledgement from the Owner of the obligation to pay the discounted portion of the development charges;
 - (ii) no reduction in the Letter of Credit below the amount of the outstanding discounted development charges; and
 - (iii) indexing of the development charges in accordance with the provisions of the City's Development Charges By-law, as amended.
- (b) The Owner further acknowledges and agrees that Council may terminate the eligibility for this two (2) stage payment at any time without notice, including for the lands subject to this Agreement and including for a building permit for which an application has been filed but not yet issued.
- (c) For the purposes of this provision,
- (i) "discounted portion" means the costs of eligible services, except fire, police and engineered services, that are subject to 90% cost recovery of growth-related net capital costs for purposes of funding from development charges. The 10% discounted portion, for applicable services, must be financed from non-development charge revenue sources.
 - (ii) "non-discounted portion" means the costs of eligible services, fire, police and engineered services, that are subject to 100% cost recovery of growth-related net capital costs for purposes of funding from development charges.

SPECIAL CONDITIONS

12. Permanent Features

The Owner acknowledges and agrees that no permanent features shall be permitted above and below grade within the City's widened right-of-way or corner sight triangle, including commercial signage, except as otherwise shown on the approved Site Plan referenced in Schedule E" herein.

13. Transportation Study/Brief

The Owner has undertaken a Transportation Impact Assessment for this site, which Brief and Addendum are referenced in Schedule "E" herein, to determine the infrastructure and programs needed to mitigate the impact of the proposed development on the local transportation network and to establish the site design features needed to support system-wide transportation objectives. The Owner shall ensure that the recommendations of the Transportation Impact Assessment, are fully implemented, to the satisfaction of the General Manager, Planning, Infrastructure and Economic Development.

14. Asphalt Overlay

Due to the number of road cut permits required to service this development, the Owner shall install an asphalt overlay over the total area of the public driving surface of Ralph Hennessy Avenue and Markdale Terrace, fronting the subject lands, as shown on the approved Grading Plan, referenced in Schedule "E" hereto. The overlay shall be carried out to the satisfaction of the General Manager, Planning, Infrastructure and Economic Development. The Owner acknowledges and agrees that all costs are to be borne by the Owner.

15. **Private Approach Detail**

The Owner agrees that all private approaches, including temporary construction access to the subject lands, shall be designed and located in accordance with and shall comply with the City's Private Approach By-Law, being By-law No. 2003-447, as amended, and shall be subject to approval of the General Manager, Planning, Infrastructure and Economic Development.

16. **Private Access**

The Owner acknowledges and agrees that all private accesses to Roads shall comply with the City's Private Approach By-Law being By-Law No. 2003-447 as amended, or as approved through the Site Plan control process.

17. **Noise Study**

The Owner agrees to prepare and implement a noise study in compliance with the City of Ottawa Environmental Noise Control Guidelines to the satisfaction of the General Manager, Planning, Infrastructure and Economic Development Department. The Owner shall implement the noise control attenuation measures recommended in the approved noise study.

18. **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 Noise Impact Assessment Study 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 General Manager, Planning, Infrastructure and Economic Development (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.

(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, and shall be to his satisfaction.

19. **Noise Control Attenuation Measures**

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

- (a) all units within Blocks 5 and 6 and the two northwest end units within Block 4 (closest to Earl Armstrong Road) are to be equipped with central air conditioning;
- (b) all units within Blocks 1 to 3 and the remainder of units within Block 4 are to be fitted with a forced air heating system and ducting, and shall be sized to accommodate central air conditioning;
- (c) further to subsection (b) above, the location and installation of any outdoor air conditioning device(s) shall comply with the noise criteria of the Ministry of the Environment, Conservation and Parks' Publication NPC-216 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.
- (d) prior to the issuance of a building permit, a review of building components (windows, walls, doors) is required and must be designed to achieve indoor sound levels within the City's and the Ministry of the Environment, Conservation and Parks' noise criteria;
- (e) notice respecting noise shall be registered against the lands, at no cost to the City, and a warning clause shall be included in all agreements of purchase and sale or lease agreements, as detailed in paragraph 21 below.

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

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

Type C – Forced Air Heating System and Ducting

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

“The Purchaser/Lessee for himself, his heirs, executors, administrators, successors and assigns acknowledges and agrees it shall identify the location and install any outdoor air conditioning device(s) so as to comply with the noise criteria of the Ministry of the Environment, Conservation and Parks’ Publication NPC-216 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.”

Type D – Central Air Conditioning

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

Aircraft Noise

“Purchasers/tenants are advised that due to the proximity of the airport, noise from the airport and individual aircraft may at times interfere with outdoor activities”

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.”

21. **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 and Memos, 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 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.

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

The Owner acknowledges and agrees to install and maintain in good working order the required in-ground stormwater inlet control devices, as recommended in the approved Site Servicing and Stormwater Management Reports, prepared by Stantec Consulting Ltd. referenced in Schedule “E” herein. The Owner further acknowledges and agrees it shall assume all maintenance and replacement responsibilities in perpetuity. The Owner shall keep all records of inspection and maintenance in perpetuity, and shall provide said records to the City upon its request.

23. **Professional Engineering Inspection**

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

24. **Stormwater Works Certification**

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

25. **Water Plant**

The Owner acknowledges and agrees that the water plant within the lands is a private watermain. The Owner further acknowledges and agrees that the private watermain and appurtenances thereto are to be maintained by the Owner at its own

expense, in perpetuity. The Owner performing maintenance on critical infrastructure, such as private watermains and private fire hydrants, shall maintain adequate records as proof of having done so in accordance with applicable regulations, and that the records shall be retained for review by the City and or the Ottawa Fire Services when requested.

26. **Site Lighting Certificate**

- (a) In addition to the requirements contained in clause 19 of Schedule “C” hereto, the Owner acknowledges and agrees, prior to the issuance of a building permit, to provide the City with a certificate from an acceptable professional engineer, licensed in the Province of Ontario, which certificate shall state that the exterior site lighting has been designed to meet the following criteria:
- (i) it must be designed using only fixtures that meet the criteria for full cut-off (sharp cut-off) classification, as recognized by the Illuminating Engineering Society of North America (IESNA or IES);
 - (ii) and 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, 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.

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

The Owner acknowledges and agrees it shall be required to enter into a Maintenance and Liability Agreement with the City, for all plant and landscaping material (except municipal trees), decorative paving and street furnishings placed in the City’s right-of-way along Earl Armstrong Road, Ralph Hennessy Avenue, and Markdale Terrace, and in accordance with City Specifications, and the Maintenance and Liability Agreement shall be registered on title, at the Owner’s expense, immediately after the registration of this Agreement. The Owner shall assume all maintenance and replacement responsibilities in perpetuity.

28. **Snow Storage – no interference with servicing**

In addition to the requirements of Clause 17 of Schedule “C” of this Agreement, the Owner further acknowledges and agrees that any portion of the subject lands which is intended to be used for snow storage shall not interfere with the servicing of the subject lands.

29. **Waste and Recycling Collection (Standard Collection)**

- (a) Residential Units

The Owner acknowledges and agrees that the City will provide waste collection and cart (and/or container) recycling collection for the residential units. The Owner shall provide an adequate storage room or space for waste containers and recycling carts (and/or containers). The Owner acknowledges and agrees that it is recommended that the containers and carts be placed on a concrete floor. The Owner shall provide an adequate constructed road access to the waste/recycling storage room or area suitable for waste/recycling vehicles as direct access to the containers and carts is required. The Owner acknowledges and agrees that any additional services (i.e. winching of containers) may result in extra charges.

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

- (a) The Owner acknowledges and agrees that should the lands be severed in the future by means other than a Declaration of a Condominium, it shall ensure that the future owner of the freehold units shall enter into a Joint Use, Maintenance and Liability Agreement which shall be binding upon the owners and all subsequent purchasers to deal with the joint use, maintenance and liability of the common elements, including but not limited to any private roadway(s) and concrete sidewalks; common grass areas; common party walls, exterior walls; common structural elements such as the roof, foundations; common parking areas; sewers and watermains, for the mutual benefit and joint use of the owners; and any other elements located in the common property; and the Joint Use, Maintenance and Liability Agreement shall be filed with the General Manager, Planning, Infrastructure and Economic Development.
- (b) The Owner shall file with the General Manager, Planning, Infrastructure and Economic Development, an opinion from a solicitor authorized to practice law in the Province of Ontario that the Joint Use, Maintenance and Liability Agreement is binding upon the owners of the land and all subsequent purchasers to deal with the matters referred to Paragraph 32 (a) above.
- (c) The Owner acknowledges and agrees that the Joint Use, Maintenance and Liability 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.
- (d) The Owner acknowledges and agrees that the Joint Use, Maintenance and Liability Agreement shall include a clause that transfers all legal and financial obligations required under the Joint Use, Maintenance and Liability Agreement to future owners, successors and assigns in title of the subject lands.

31. **Street Name and Signs**

- (a) The Owner acknowledges and agrees it shall provide for, install and maintain, at its own expense, all regulatory traffic signage, in accordance with the City's Municipal Addressing By-law 2014-78, as amended, for any private road within the area controlled by this Agreement and as shown on the approved Site Plan, referenced in Schedule "E" herein.

- (b) The Owner acknowledges and agrees it shall provide for, install and maintain, at its own expense, all temporary street name signs, in accordance with the City's Municipal Addressing By-law 2014-78, as amended, for any private road within the area controlled by this Agreement and the approved Site Plan, referenced in Schedule "E" herein.
- (c) The Owner acknowledges and agrees it shall, at its own expense, make arrangements for the City to provide, install, and maintain all permanent street name signs, in accordance with the City's Municipal Addressing By-law 2014-78, as amended, and to City Specifications or Standards.

32. **Installation of Signs on Private Property**

The Owner acknowledges and agrees that, prior to installation of any signage on the lands, it shall obtain approval from the Chief Building Official, Building Code Services, and the General Manager, Planning, Infrastructure and Economic Development, which signage shall be in accordance with the City's Permanent Signs on Private Property By-law No. 2016-326, as amended.

33. **School Accommodation**

- (a) The Owner acknowledges and agrees to inform prospective purchasers that school accommodation pressures exist in the Ottawa-Carleton District School Board schools designated to serve this development, which are currently being addressed by the utilization of portable classrooms and/or by directing students to schools outside their community.

34. **Ottawa Macdonald-Cartier International Airport - Zoning Regulations**

The Owner acknowledges and agrees that the Ottawa Macdonald-Cartier International Airport Zoning Regulations (AZR) apply to temporary construction equipment, such as cranes. The Owner further acknowledges and agrees that if a crane is intended for use on the site, the Owner will notify Transport Canada in Toronto a minimum of ninety (90) days in advance to determine if it will cause a safety hazard to pilots maneuvering in the area.

35. **Ottawa Macdonald-Cartier International Airport - Bird Attractions**

The Owner acknowledges and agrees that there will not be any present or future action, nor development undertaken, that may result in any bird attraction conditions and therefore a hazard to aircraft flying in the area. The Owner further acknowledges and agrees to maintain the site in a clean state and that any litter on the lands will be removed expeditiously. The Owner acknowledges and agrees to provide enclosed garbage areas and covered containers as shown on the approved Site Plan, referenced in Schedule "E" herein.

The Owner acknowledges and agrees to only place on the lands plant/vegetation species that are not attractive as a food source to birds. The Owner acknowledges that no plants, trees, or shrubs that are listed on Transport Canada's TP 11500 table c4 "Ornamental Trees and Shrubs" shall be planted on the site no used in any

other manner which would attract birds on the zone. If bird activity increases as a result of this development, the Owner shall be prepared to implement mitigation measures to address this operational hazard.

36. **Bell Canada – Easements**

The Owner acknowledges and agrees to grant to Bell Canada any easements that may be required for telecommunication services at the Owner's sole cost and expense. Easements may be required subject to final servicing decisions. In the event of any conflict with existing Bell Canada facilities or easements, the Owner shall be responsible for the relocation of such facilities or easements at the Owners sole cost and expense.

37. **Communication and Telecommunication**

The Owner acknowledges and agrees that, prior to commencing any Work on the subject lands, it shall confirm with Bell Canada that sufficient wire-line communication and telecommunication infrastructure is currently available within the subject lands to provide communication and telecommunication service to it. The Owner acknowledges and agrees that, in the event that such infrastructure is not available, the Owner shall be required to pay for the connection to and/or extension of the existing communication and telecommunication infrastructure. If the Owner elects not to pay for such connection and/or extension of the existing communication/telecommunication infrastructure, it shall provide evidence satisfactory to the General Manager, Planning, Infrastructure and Economic Development, that sufficient alternative communication and telecommunication facilities are available on the subject lands to enable, at a minimum, the effective delivery of communication and telecommunication services for emergency management services, such as 911 emergency services.

38. **Hydro Ottawa Limited – Medium Voltage Overhead Lines**

The Owner acknowledges and agrees that there are medium voltage overhead lines along the North/Northeast side of the subject lands and the following conditions shall apply:

- (a) The Owner shall ensure that no personnel or equipment encroaches within three (3.0 m) metres of the Hydro Ottawa Limited overhead medium voltage distribution lines, unless approved by Hydro Ottawa Limited. The Owner shall contact Hydro Ottawa Limited prior to commencing work when proposing to work within three (3.0 m) metres of the Hydro Ottawa Limited distribution lines as noted above. No such work shall commence without prior approval of Hydro Ottawa Limited.
- (b) The Owner shall ensure that no permanent structures are located within the "restricted zone" defined by Hydro Ottawa Limited's standard OLS0002. The "restricted zone" surrounds overhead medium voltage pole lines, consisting of a five (5.0 m) metre radial distance from overhead medium voltage conductors, and a two (2.0 m) metre distance from a vertical line drawn from the conductors to ground level along, the length of the pole line. This

standard complies with the requirements of the Occupational Health & Safety Act, the Ontario Building Code and the Ontario Electrical Safety Code.

39. **Hydro Ottawa Limited – Medium Voltage Underground Lines**

The Owner acknowledges and agrees that there are existing underground medium voltage lines which run along the West, North and South sides of the subject lands, and the following conditions shall apply:

- (a) The Owner shall arrange for, or ensure its contractors arrange for, an underground electricity cable locate by contacting Ontario One Call, a minimum of seven (7) working days prior to excavating. The Owner acknowledges and agrees that there shall be no mechanical excavation within 1.5 metres of Hydro Ottawa Limited's underground plant unless the exact position of the plant is determined by hand digging methods. Direct supervision by Hydro Ottawa Limited personnel and protection and support of the underground assets shall be at the Owner's expense. The Owner agrees not to use steel curb and sidewalk form support pins in the vicinity of Hydro Ottawa Limited's underground plant for electrical safety; and
- (b) The Owner acknowledges and agrees that the proposed grade change near the Hydro Ottawa Limited facilities is no more than 0.3 metres. Hydro Ottawa Limited prohibits any change of grade that results in reduced life expectancy of the asset. Any change in grade of more than 0.3 meters in the vicinity of proposed or existing electric utility equipment shall be reviewed with Hydro Ottawa Limited; and
- (c) The Owner shall ensure that planting or permanent structures are not placed within the clearance areas around padmounted equipment as shown in Hydro Ottawa Limited Drawing No. UTS0038, titled "Clearances from Padmounted Equipment".

40. **Hydro Ottawa Limited – Cable Locate**

The Owner acknowledges and agrees that it and/or its agents shall arrange for an underground electricity cable locate by contacting Ontario One Call no less than seven (7) working days prior to excavation. The Owner further acknowledges and agrees that there shall be no mechanical excavation within 1.5 metres of any Hydro Ottawa Limited underground plant unless the exact position of said plant is determined by hand digging methods. Direct supervision by qualified Hydro Ottawa Limited personnel, including protection and/or support of the underground electrical distribution assets and equipment appurtenant thereto, shall be at the Owner's own expense.

41. **Hydro Ottawa Limited - Safety Measures**

The Owner acknowledges and agrees it shall not use steel curb and sidewalk form support pins in the vicinity of any Hydro Ottawa Limited underground plant to ensure electrical safety.

42. **Hydro Ottawa Limited – Relocation**

The Owner acknowledges and agrees it shall be responsible for all costs for feasible relocations, protection or encasement of any existing Hydro Ottawa Limited plant and/or asset.

43. **Hydro Ottawa Limited – Encroachment**

The Owner acknowledges and agrees that it shall ensure that any landscaping or surface finishing will not encroach into the existing or proposed Hydro Ottawa Limited overhead or underground assets or easement. When proposing to plant in the proximity of existing power lines, the Owner shall refer to Hydro Ottawa Limited's free publication Tree Planting Advice. The Owner acknowledges and agrees to ensure that the shrubs and tree locations and expected growth will be considered. If any Hydro Ottawa Limited related activity requires the trimming, cutting or removal of vegetation, or removal of other landscaping or surface finishing, the activity and the re-instatement shall be at the Owner's expense.

44. **Hydro Ottawa Limited – Easements**

The Owner acknowledges and agrees to convey any such easement deemed necessary by Hydro Ottawa Limited, depending on the electrical servicing design, at the Owner's own expense and to the satisfaction of Hydro Ottawa Limited.

45. **Hydro Ottawa Limited – Removal**

The Owner acknowledges and agrees it shall contact Hydro Ottawa Limited to arrange for disconnecting the service from the distribution system and removal of all Hydro Ottawa Limited assets at least ten business days prior to demolition or removal of the serviced structure.

46. **Hydro Ottawa Limited – Electrical Servicing Agreement**

The Owner acknowledges and agrees that it may be required to enter into an Electrical Servicing Agreement with Hydro Ottawa Limited, incorporating such terms and conditions as Hydro Ottawa Limited deems appropriate.

47. **Hydro Ottawa Limited – Conditions of Service**

The Owner shall comply with Hydro Ottawa Limited's Conditions of Service, as amended, and shall consult with Hydro Ottawa Limited regarding the servicing terms prior to commencing engineering designs in order to ensure compliance with all Hydro Ottawa Limited standards and guidelines.

48. **Hydro Ottawa Limited – Non-Conformance**

The Owner acknowledges and agrees that Hydro Ottawa Limited reserves the right to raise conditions throughout the performance of the Works, should any revisions to the development contain non-conformances with Hydro Ottawa Limited's Conditions of Service or Standards.

49. **Hydro Ottawa Limited – Development Costs**

The Owner acknowledges and agrees it shall be responsible for all costs for feasible relocations, protection or encasement of any existing Hydro Ottawa Limited plant and/or asset.

50. **Hydro Ottawa Limited – Service Entrance Requirement**

The Owner acknowledges and agrees it shall be responsible for servicing the buildings within the subject lands. The Owner further acknowledges and agrees that only one service entrance per site shall be permitted by Hydro Ottawa Limited.

51. **Enbridge Gas Distribution Inc. - Conditions and Easements**

The Owner acknowledges and agrees that Enbridge Gas Distribution Inc. reserves the right to add, amend or remove conditions and/or obtain easements to service this development, at no cost to Enbridge Gas Distribution Inc.

52. **Enbridge Gas Distribution Inc. - Relocation Costs**

The Owner acknowledges and agrees to bear the responsibility of all costs associated with the relocation of any gas main resulting from changes in the alignment or grade of future road allowances, or for temporary gas pipe installations pertaining to phased construction.

53. **Acknowledgement of Parkland Dedication**

The Owner acknowledges and agrees that the following parks conditions were included in Section C of Schedule “H” of Riverside South Development Corp.’s Phase 8 registered subdivision agreement corresponding with Plan 4M-1573 (File No. D07-16-13-0027):

“16. Parks

(a) In accordance with the Planning Act and the City’s Parkland Dedication By-law No. 2009-95, as amended, the Owner acknowledges that the actual parkland dedication shall be tracked throughout the registration of the subdivision with the Riverside South Community and agrees that a parcel equivalent to the outstanding parkland owing to the City shall be conveyed to the City in the proposed District Park lands located south of the Spratt Road extension, north of Earl Armstrong Road and east of Collector ‘H’ as shown on the Riverside South Community Design Plan Use Plan (dated June 22, 2016), at the time of registration of the last phase within this draft approved area. This parcel shall be prepared and serviced as required to permit the interim use of the land for recreational purposes. The Owner shall bear all costs associated with this parkland conveyance and servicing of the lands, including but not limited to, the preparation of a prepared reference plan. Based on 317 proposed non-apartment residential units (resulting in a dedication of 1.057 ha) and 146 apartment units (resulting in a dedication of 0.265 ha), a total of 1.322 ha of parkland is to be dedicated to the proposed District Park, subject to clause Schedule “H”, C. 16(g).

(g) The Owner acknowledges and agrees that, prior to the development of Blocks 211

and 221, site plan approval may be required as per the City's Site Plan By-law. Parkland dedication has been taken at a rate of 10% of the lot area of the two lots (totaling 2.65 hectares resulting in a dedication of 0.265 ha) based on the anticipated development of apartment buildings. If the form of development changes, the parkland dedication will be recalculated and adjustments to the dedication made."

54. The Owner acknowledges and agrees that the proposed development at 801 Ralph Hennessy Avenue forms the final phase of development within Riverside South Development Corp.'s Phase 8 subdivision.

55. The Owner acknowledges and agrees that the final parkland dedication requirement for Riverside South Development Corp's Phase 8 subdivision, including the developments at 800 and 801 Ralph Hennessy Avenue, has been calculated as 2.071 ha in accordance with the Planning Act and the Parkland Dedication By-law as follows:

Development Phase	Number of Dwelling Units (Single-detached Dwellings, Townhouses and Stacked Townhouses)	Parkland Dedication Requirement at 1 ha per 300 Dwelling Units
Phase 8-1 (Plan 4M-1573 excluding Blocks 211 and 221)	317	1.057 ha
800 Ralph Hennessy Avenue, File No. D07-12-07-0116 (Block 211, Plan 4M-1573)	68	0.227 ha
801 Ralph Hennessy Avenue, File No. D07-12-18-0197 (Block 221, Plan 4M-1573)	98	0.327 ha
Phase 8-2 (Plan 4M-1582)	138	0.460 ha
Total	621	2.071 ha

56. The Owner acknowledges and agrees that no parkland was conveyed to the City within Riverside South Development Corp.'s Phase 8 subdivision. There is an under dedication of 2.071 ha of parkland.

57. The Owner acknowledges and agrees that the final location for the District Park, referred to in Condition C.16(a) of Schedule "H" to the subdivision agreement, has not been determined. In lieu of conveying 2.071 ha of land to the City for the District Park prior to the registration of the site plan agreement, the Owner agrees to submit a written acknowledgement from Riverside South Development Corp. to the City recognizing that the under dedication of parkland within Riverside South Development Corp.'s Phase 8 subdivision is intended to offset the over dedication of parkland within other subdivisions in the Riverside South Community Design Plan / Secondary Plan area. The acknowledgement from Riverside South Development Corp. shall also recognize that a landowners agreement for the Riverside South Community Design Plan / Secondary Plan area shall be required

to distribute the parkland dedication and development costs proportionately amongst the benefiting landowners in accordance with the intent of Official Plan Amendment 159, to the satisfaction of the General Manager, Recreation, Cultural and Facility Services. The Owner agrees to submit the written acknowledgement to the City prior to the registration of the site plan agreement.

August 7, 2020



Date

Lily Xu
Manager, South
Planning, Infrastructure and Economic
Development Department

Enclosure: Site Plan Control Application approval – Supporting Information



SITE PLAN CONTROL APPROVAL APPLICATION SUPPORTING INFORMATION

File Number: D07-12-18-0197

SITE LOCATION

The site is located at 801 Ralph Hennessy Avenue, and as shown on Document 1.

SYNOPSIS OF APPLICATION

- The subject property is located in the Riverside South community, south of the Greenbelt and east of the Rideau River. The property is legally described as Block 221 on Plan 4M-1573. The site is located at the southeast corner of Earl Armstrong Road and Ralph Hennessy Avenue.
- The site is 1.65 hectares in area with 99.45 metres of frontage abutting Earl Armstrong Road, 178 metres abutting Ralph Hennessy Avenue and 60 metres along Markdale Terrace. The site is currently vacant and was previously used for agriculture.
- To the immediate west of the site across Ralph Hennessy Avenue is an Urbandale stacked townhouse development. North of the site, across Earl Armstrong Road, is an established low-rise neighbourhood consisting of singles and semi-detached homes. The area east of the site is occupied by townhouses. South of the site, across Markdale Terrace, are two-storey detached dwellings.
- The site plan application is to permit the development of a planned unit development with 98 back-to-back townhouses arranged in 11, four-storey buildings. The site will be accessed from Ralph Hennessy Avenue and Markdale Terrace and will include five private streets. Each townhouse will have a private driveways and garage, fronting onto either Ralph Hennessy Avenue, Markdale Terrace or a private street interior to the site. The site plan provides 14 visitor parking spaces.
- The site plan includes internal asphalt walkways for pedestrian movement between the two site accesses, as well as an internal walkway parallel to Earl Armstrong Road. The internal walkways will connect to the existing sidewalks along Ralph Hennessy Avenue and Markdale Terrace. The plan also includes a stormwater management pond on the eastern corner of the site, at the intersection of Earl Armstrong Road and Ralph Hennessy Avenue.

DECISION AND RATIONALE

This application is approved for the following reasons:

- The proposal complies with the policies of the Ottawa Official Plan.
- The proposal complies with the City of Ottawa Zoning By-law in that the uses are permitted, and the required parking space rates, specifications, and aisle widths are being met.
- The proposal is in keeping with the intent of the Riverside South Community Design Plan. The proposal meets the density targets established by this Community Design Plan.
- The proposed site plan represents good planning by providing sound engineering design, a compatible site layout, and sufficient landscaping.

CONSULTATION DETAILS

Councillor's Concurrence

Councillor Carol Anne Meehan as aware of Staff's recommendation. Councillor has concurred with the proposed conditions of approval and has no comments.

Public Comments

This application was subject to public circulation under the Public Notification and Consultation Policy. There was one public comment received online and staff considered this comment in its review of the application.

Summary of public comments and responses

Comment:

One resident is concerned that the townhomes with driveways onto Ralph Hennessy drive would make this road busy and pose a significant hazard if people were pulling out of their driveways while people would be entering the community from Earl Armstrong. The resident also expressed opposition to any on street parking on Ralph Hennessey from Markdale Terrace to Earl Armstrong, and the effects it could have in significantly slowing down traffic.

Response:

The 19 units fronting Ralph Hennessy Avenue will generate approximately 14 vehicles in the worst case- PM peak hour. This is not a significant portion of the 292 vehicles that will ultimately travel along Ralph Hennessy by 2025.

Ralph Hennessy is a collector road with transit and will be posted at 50 kph. The City's goal is to discourage excessive speed on this type of residential road and street parking is a method that can control speed by narrowing the road.

APPLICATION PROCESS TIMELINE STATUS

This Site Plan application was processed by the On Time Decision Date established for the processing of an application that has Manager Delegated Authority

Contact: Sarah Ezzio, Tel: 613-580-2424, ext. 23493, fax 613-580-2576 or e-mail: Sarah.Ezzio@ottawa.ca

Document 1 – Location Map





D07-12-18-0197	19-0047-D
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REVISION / REVISION - 2019 / 01 / 15	

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

 **801 av. Ralph Hennessy Avenue**

