



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

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Site Location: 2795 Baseline Road

File No.: D07-12-19-0009

Date of Application: January 23, 2019

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

1. **Site Plan – Fresh Towns Phase 2**, SP-01, prepared by Roderick Lahey Architect Inc. dated June 18, 2019, revision 14 dated 21-07-2020.
2. **Landscape Plan**, L1.01, prepared by Levstek Consultants Inc., dated May 2017, revision 12 dated MAR.13/20.
3. **Landscape Details**, L2.01, prepared by Levstek Consultants Inc., dated September 2018, revision 9 dated December 9, 2019.
4. **Floor Plans and Elevations Block 13 (Block 12 Similar)**, A-01, prepared by Roderick Lahey Architect Inc., dated Jan. 15, 19.
5. **Floor Plans and Elevations Block 15 (Block 114 Similar)**, A-02, prepared by Roderick Lahey Architect Inc., dated Jan. 15, 19.
6. **Colored South Elevation Block 15 (Block 14 Similar)**, A03, prepared by Roderick Lahey Architect Inc., dated Dec 04, 19.
7. **Existing Conditions & Removal Plan**, EX-1, prepared by DSEL, dated January 2019, revision 7 dated 20.06.02.
8. **Grading Plan**, GP-1, prepared by DSEL, dated January 2019, revision 7 dated 20.06.02.
9. **Site Servicing Plan**, SSP-1, prepared by DSEL, dated January 2019, revision 7 dated 20.06.02.
10. **Erosion Control Plan**, EC-1, prepared by DSEL, dated January 2019, revision 7 dated 20.06.02.
11. **Detail Sheet**, DS-1, prepared by DSEL, dated January 2019, revision 7 dated 20.06.02.
12. **Stone Strong Retaining Wall Design**, PG1630-4, prepared by Paterson Group, dated 03/2019, revision 5 dated 05/02/2020.
13. **Plan & Profile – Tearthumb Private**, PP-1, prepared by DSEL, dated January 2019, revision 7 dated 20.06.02

14. **Plan & Profile – Vervain Private**, PP-2, prepared by DSEL, dated January 2019, revision 7 dated 20.06.02
15. **Plan & Profile – Tearthumb Private**, PP-3. prepared by DSEL, dated January 2019, revision 7 dated 20.06.02

And as detailed in the following report(s):

1. **Servicing and Stormwater Management Report For Greatwise Developments, 2795 Baseline Road – Phase 2, Prepared by DSEL**, project 18-1055, Revision no. 5, Dated June 2020.
2. **Geotechnical Investigation Report**, prepared by patersongroup, Proposed Residential Development – Phase 3-3, 2798 Baseline Rd, Ottawa, ON, Prepared for Greatwise Developments, Dated December 11, 2019, Report no. PG16205-5 Revision 1.
3. **Geotechnical Investigation Memorandum**, prepared by patersongroup, Proposed Residential Development, 2798 Baseline Rd, Ottawa, ON, Prepared for Greatwise Developments, Dated February 6, 2020, Report no. PG1630-Memo.30.
4. **Geotechnical Investigation Memorandum**, prepared by patersongroup, Proposed Residential Development, 2798 Baseline Rd, Ottawa, ON, Prepared for Greatwise Developments, Dated March 20,2020, Report no. PG1630-Memo.31.
5. **Geotechnical Investigation Memorandum**, prepared by patersongroup, Proposed Residential Development, 2798 Baseline Rd, Ottawa, ON, Prepared for Greatwise Developments, Dated May 20,2020, Report no. PG1630-Memo.32.
6. **Phase I Environmental Site Assessment 2795 Baseline Road Ottawa, Ontario**, prepared by Paterson Group, dated January 11, 2019.
7. **TREE CONSERVATION REPORT FOR PROPOSED 2781, 2791, 2797 BASELINE ROAD and 2704, 2706, 2724, 2734 DRAPER AVENUE RESIDENTIAL DEVELOPMENT PHASE 1**, prepared by Levstek Consultants Inc., dated August 2012, revision 2 dated Sept. 30, 2014.
8. **Fresh Towns Phase 3 2795 Baseline Road Transportation Impact Assessment (TIA) Report**, prepared by Castleglenn Consultants, dated December 6, 2019.
9. **Detailed Roadway Traffic Noise Assessment 2795 Baseline Road – Phase 2 (Formerly Known as Phase 3) Ottawa, Ontario**, prepared by Gadiant Wind Engineering Inc., dated December 2, 2019.

And subject to the following Requirements, 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. **Prior to Site Plan Agreement**

The Owner acknowledges and agrees that all terms and conditions of the Site Plan Agreement with the Redwood Residences Limited, registered as Instrument No. OC1600588 on July 21, 2014, and the Amending Site Plan Agreement with Redwood Residences Limited, registered as Instrument No. OC1600592 on July 21, 2014, 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).

3. **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.

4. **Mountable Curbs**

The Owner acknowledges and agrees that the parking areas and entrances shall have mountable 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.

5. **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.

6. **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.

7. **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.

8. **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.

9. **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.

10. **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.

11. **Development Charges**

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

## **Special Conditions**

### **12. Access to the City of Ottawa**

The Owner shall grant to the City a Blanket Easement over the lands, with the right and licence of free, uninterrupted, unimpeded and unobstructed access to the City, its servants, agents, contractors, and sub-contractors, 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 Watermains, Service Posts and fire hydrants at the Owner's expense. The Owner acknowledges and agrees that notwithstanding the rights granted to the City under the grant of easement, the Owner remains responsible at all times for the maintenance, inspection, alteration, repair, replacement and reconstruction of the utility in the said lands during their term of use.

### **13. 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.

### **14. Geotechnical Engineering and Soils**

The Owner 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.

15. **Geotechnical Investigation**

The Owner acknowledges and agrees that it shall retain the services of a geotechnical engineer, licensed in the Province of Ontario, to ensure that the recommendations of the Geotechnical Investigation and Geotechnical Memorandums (the "Report and Memorandums"), 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 recommendation and provisions of the Report and Memorandums, 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.

16. **Retaining Wall**

The Owner agrees to submit to the General Manager, Planning, Infrastructure and Economic Development, prior to issuance of a building permit, details of the retaining walls which are greater than one meter in height, as shown on the approved Landscape Plan referenced in Schedule "E" hereto, which shall be designed and prepared by a Professional Structural Engineer, licensed in the Province of Ontario, to the satisfaction of the General Manager, Planning, Infrastructure and Economic Development. The Owner shall provide confirmation to the General Manager, Planning, Infrastructure and Economic Development that the Professional Structural Engineer has inspected and confirmed that the retaining walls have been constructed in accordance with the approved retaining wall details.

17. **Retaining Wall - Stability**

The Owner acknowledges and agrees to install the proposed retaining walls in accordance with the approved Retaining Wall Design for 2795 Baseline Road and as shown on the approved Site Plan, both referenced in Schedule "E" hereto. The Owner shall provide written confirmation, satisfactory to the General Manager, Planning, Infrastructure and Economic Development, that a Geotechnical Engineer/Professional Structural Engineer, licensed in the Province of Ontario, has inspected and confirmed that the retaining walls have been constructed in accordance with the said approved Retaining Wall Design for 2795 Baseline Road. The Owner further acknowledges and agrees to provide an Internal Compound Stability (ICS) analysis from a Geotechnical Engineer / Professional Structural Engineer, licensed in the Province of Ontario, that all retaining walls, which are greater than one metre in height have been checked for global stability, have a factor of safety of at least 1.5 for static conditions (as calculated through SLIDE) and 1.1 for seismic conditions is achieved, which shall be to the satisfaction of the General Manager, Planning, Infrastructure and Economic Development. The report shall provide structural details of the retaining wall(s).

The Owner further acknowledge and agrees to retain the services of a Professional Structural Engineer and a Soils Engineer, licensed in the Province of Ontario, to

inspect any retaining walls on the subject lands and confirm that the retaining walls have been constructed in accordance with the approved retaining wall details.

18. **Underground Storage Tank**

- (a) The Owner acknowledges and agrees that due to the proximity: of the most westerly dwelling unit within Block 12 & 14 as shown on the approved Site Plan referenced in Schedule "E" hereto and the landscaped walkway to the existing underground storage tank, in the; event Works are required to be undertaken on the underground storage tank, the access to the dwelling unit located on the west of the building face may be restricted for the duration of construction, and the private road may need to be removed and reinstated as part of such Works.
- (b) The Owner acknowledges and agrees that a notice-on-title respecting the underground storage tank, as contained in Clause 13 hereinafter, shall be registered on title to the most northerly dwelling unit within Block 12 & 14 as shown on the approved Site Plan referenced in Schedule "E" herein, at the Owner's expense, and a warning clause shall be included in all agreements of purchase and sale and lease agreements for units within said Block 12 & 14.

19. **Notice on Title - Underground Storage Tank - Block 12 & 14**

The Owner, or any subsequent owner of the whole or any part of the most westerly dwelling unit within Block 12 & 14 within the subject lands as shown on the approved Site Plan referenced in Schedule "E" herein, acknowledges and agrees that all agreements of purchase and sale or lease agreements for units within said Block 12 & 14 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 in the event works are required on - the; underground storage tank, that the primary access to the dwelling unit may be restricted for the duration of the works and the associated landscaped may need to be removed and reinstated as part of these works."

"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."

20. **Watermain Adjacent to Block 13**

- (a) The Owner acknowledges and agrees that due to the proximity: of the most Easterly dwelling unit within Block 13 as shown on the approved Site Plan referenced in Schedule "E" hereto and the landscaped walkway to the proposed watermain, in the; event Works are required

to be undertaken on the proposed watermain, the access to the dwelling unit located on the east of the building face may be restricted for the duration of construction, and the private road may need to be removed and reinstated as part of such Works.

- (b) The Owner acknowledges and agrees that a notice-on-title respecting the watermain, as contained in Clause 15 hereinafter, shall be registered on title to the most easterly dwelling unit within Block 13 as shown on the approved Site Plan referenced in Schedule "E" herein, at the Owner's expense, and a warning clause shall be included in all agreements of purchase and sale and lease agreements for units within said Block 13.

21. **Notice on Title - Watermain - Block 13**

The Owner, or any subsequent owner of the whole or any part of the most easterly dwelling unit within Block 13 within the subject lands as shown on the approved Site Plan referenced in Schedule "E" herein, acknowledges and agrees that all agreements of purchase and sale or lease agreements for units within said Block 13 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 in the event works are required on the; watermain, that the: primary access to the dwelling unit may be restricted for the duration of the works and the associated landscaped may need to be removed and reinstated as part of these works."

"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."

22. **Storm Sewers and Structures Facing Block 12 & 13**

- (a) The Owner acknowledges and agrees that due to the proximity: of the front dwelling unit within Block 12 & 13 as shown on the approved Site Plan referenced in Schedule "E" hereto and the landscaped walkway to the proposed storm sewers and structure, in the event Works are required to be undertaken on the proposed storm sewers and structure, the access to the dwelling unit located on the east of the building face may be restricted for the duration of construction, and the private road may need to be removed and reinstated as part of such Works.
- (b) The Owner acknowledges and agrees that a notice-on-title respecting the storm sewers and structure, as contained in Clause 23 hereinafter, shall be registered on title to the most easterly dwelling unit within Block 12 & 13 as shown on the approved Site Plan referenced in Schedule "E" herein, at the



Owner's expense, and a warning clause shall be included in all agreements of purchase and sale and lease agreements for units within said Block 12 & 13.

23. **Notice on Title – Storm sewers and Structures - Block 13**

The Owner, or any subsequent owner of the whole or any part of the front dwelling unit within Block 12 & 13 within the subject lands as shown on the approved Site Plan referenced in Schedule "E" herein, acknowledges and agrees that all agreements of purchase and sale or lease agreements for units within said Block 12 & 13 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 in the event works are required on the; Storm sewers and structures, that the primary access to the dwelling unit may be restricted for the duration of the works and the associated landscaped may need to be removed and reinstated as part of these works."

"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."

24. **Service Laterals Below Driveways - Blocks 14 and 15**

- (a) The Owner acknowledges and agrees that due to the service laterals for the dwelling units within Blocks 14 and 15, as shown on the approved Site Servicing Plan referenced in Schedule "E" herein) being located below the driveways, in the event that Works are required to be undertaken on the laterals, the driveways may need to be removed and reinstated.
- (b) The Owner acknowledges and agrees that a notice-on-title respecting the service laterals, as contained in clause 19 hereinafter, shall be registered on title to Blocks 14 and 15 as shown on the approved Site Servicing Plan referenced in Schedule "E" herein, at the Owner's expense, and a warning clause shall be included in all agreements of purchase and sale and lease agreements for units within said Blocks 14 and 15.

25. **Notice on Title - Service Laterals Below Driveways - Blocks 14 and 15**

The Owner, or any subsequent owner of the whole or any part of the subject lands within Blocks 14 and 15 as shown on the approved Site Servicing Plan referenced in Schedule "E" herein, acknowledges and agrees that all agreements of purchase and sale or lease agreements for units with on said Blocks 14 and 15 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 service laterals for the dwelling unit, shown / on the approved Site Servicing Plan 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.

"The Purchaser/Lessee covenants with the Vendor/Less of 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."

26. **Entrance on Baseline Relocation**

The Owner acknowledges and agrees that all work required for relocation of existing entrance on Baseline to the new proposed location as per Site plan drawing referenced in Schedule "E", will be at the owner expense and responsibility. Owner also acknowledges and agrees that any damage to privately and/or publicly owned utilities and services will be fixed at the owner expense.

27. **Utilities**

Where the relocation or removal of any existing on-site/adjacent utility facility, including water, sewer, electrical, gas, telephone and cablevision, is required as a direct result of the development, the Owner shall pay the actual cost associated therewith to the satisfaction of the appropriate utility authority.

The Owner shall coordinate the preparation of an overall utility distribution plan showing the location (shared or otherwise) and installation, timing and phasing of all required utilities (on-grade, below-grade or above-grade), including on-site drainage facilities and streetscaping)-- such location plan shall be to the satisfaction of all affected authorities and shall consider their respective standards and specifications manuals, where applicable.

28. **Services Diversion plan for 2785 Baseline Road**

The Owner acknowledges and agrees that a diversion plan shall be implemented to ensure that services are maintained for neighbor property 2785 Baseline Road. The Owner acknowledges and agrees it shall provide the proposed plan to the General Manager, Planning, Infrastructure and Economic Development for approval.

29. **In-term Stormwater Management Plan for 2785 Baseline Road**

The Owner acknowledges and agrees that a Stormwater management plan shall be implemented to ensure that services are maintained for neighbor property 2785

Baseline Road. The Owner acknowledges and agrees it shall provide the proposed plan to the General Manager, Planning, Infrastructure and Economic Development for approval.

30. **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 plan, 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.

31. **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.

32. **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.

33. **Private Systems: 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.

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

The Owner 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 until such time as either:

- (a) A certificate of conformance and Record Drawings have been received from a Professional Engineer, licensed in the Province of Ontario, certifying that all required inlet control devices have been properly installed to City Standards 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. The inlet control devices shall be free of any debris; or,
- (b) A flow limiting orifice plate, designed by a Professional Engineer 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. Such orifice plate shall not be removed until subsection (a) above has been satisfied and approved by the General Manager, Planning, Infrastructure and Economic Development.

35. **Leak Survey**

The Owner acknowledges and agrees that the Water Plant and sewer service within the lands is a private system, including Private Services and sewer services and appurtenances, and the Owner acknowledges and agrees that it is responsible for the operation, maintenance and/or replacement, in perpetuity, of the Private Services and sewer system, including the Private Watermains, private hydrants, private sanitary and storm sewer infrastructure (collectively the "private system") which are located on the lands and that the Owner will retain copies of all the associated Work and maintenance contracts, and make said contracts available for inspection upon demand by the City.

Further, the Owner acknowledges and agrees to have a Professional Engineer, licensed in the Province of Ontario, conduct regular inspections of the water system and sewer system, which includes a leak detection survey at least every five (5) years and a video of the sanitary sewer system to check for major water infiltration into the private system. Copies of the inspection reports and videos shall be provided to the General Manager, Public Works and Environmental Services and Fire Services. The Owner further acknowledges and agrees that as part of the Owner's ongoing maintenance responsibility for the private system, repairs to the system must be completed immediately to correct any deficiencies which contribute to water loss or leakage of infiltration within the private system. Any deficiencies shall be immediately reported to the City. The Owner acknowledges and agrees to

notify the General Manager, Public Works and Environmental Services when such repairs have been completed.

36. **Provision for Future Sidewalk**

The Owner must submit cash, certified cheque, or letter of credit with an automatic renewal clause to compensate for the future sidewalks construction along Morrison Dr and along Baseline Road in accordance with City policy. For the information of the Owner, if more favourable bids are received from the contractor to build the sidewalk, the Owner may do so upon approval by the General Manager, Planning, Infrastructure and Economic Development Department. A City Inspector must be present during the construction of the sidewalk and the Owner must submit financial securities to cover the cost of this inspection.

37. **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.

38. **Transportation Study/Brief**

The Owner has undertaken a Transportation Impact Assessment for this site, which is 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.

39. **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.

40. **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.

41. **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) each unit in Blocks 12, 14 and 15 is to be equipped with central air conditioning;
- (b) each unit in Block 13 is to be fitted with a forced air heating system and ducting, and shall be sized to accommodate central air conditioning;
- (c) further to subsection (b) above, the location and installation of any outdoor air conditioning device(s) shall comply with the noise criteria of the Ministry of the Environment, Conservation and Parks’ Publication NPC-216 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 42 below.

42. **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 following notice is applicable to Block 13:

“The Purchaser/Lessee for himself, his heirs, executors, administrators, successors and assigns acknowledges being advised that sound levels due to increasing roadway traffic may, on occasion, interfere with some activities of the dwelling occupants, as the sound levels exceed the sound level limits of the City of Ottawa and the Ministry of the Environment, Conservation and Parks.

To help address the need for sound attenuation, 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.

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

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 following notice is applicable to Block 12:

“The Purchaser/Lessee for himself, his heirs, executors, administrators, successors and assigns acknowledges being advised that despite the inclusion of noise control features in the development and within the building units, sound levels due to increasing roadway traffic may, on occasion, interfere with some activities of the dwelling occupants, as the sound levels exceed the sound level limits of the City of Ottawa and the Ministry of the Environment, Conservation and Parks.

To help address the need for sound attenuation, this development includes:

- STC rated multi-pane glazing elements
  - West façade bedroom/living room: STC 30/25
- STC rated exterior walls
  - West façade: STC 45

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 sound level limits of City of Ottawa’s and the Ministry of the Environment, Conservation and Parks.”

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

The following notice is applicable to Blocks 14 and 15:

“The Purchaser/Lessee for himself, his heirs, executors, administrators, successors and assigns acknowledges being advised that despite the inclusion of noise control features in the development and within the building units, sound levels due to increasing roadway traffic may, on occasion, interfere with some activities of the dwelling occupants, as the sound levels exceed the sound level limits of the City of Ottawa and the Ministry of the Environment, Conservation and Parks.

To help address the need for sound attenuation, this development includes:

- STC rated multi-pane glazing elements and spandrel panels
  - West and East façade bedroom/living room: STC 32/27
  - South façade bedroom/living room: STC 35/30
- STC rated exterior walls
  - North, East, South and West façade: STC 45

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 sound level limits of City of Ottawa’s and the Ministry of the Environment, Conservation and Parks.”

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



## 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.”

### 43. **Exterior Elevations Drawings**

The Owner acknowledges and agrees to construct the proposed building in accordance with the approved Elevations 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.

### 44. **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 Baseline Road and Morrison Drive 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.

### 45. **Tree Protection**

The Owner acknowledges and agrees that all trees to be retained, as shown on the approved Landscape Plan and identified in the Tree Conservation Report, referenced in Schedule “E” herein, shall be protected in accordance with the City’s required tree protection measures. At a minimum, the following tree protection measures shall be applied during all on-site works:

- (a) Erect a fence at the critical root zone (CRZ) of trees, defined as ten (10 cm) centimetres from the trunk for every centimetre of trunk DBH (i.e.,  $CRZ = DBH \times 10cm$ );
- (b) Tunnel or bore when digging within the CRZ of a tree;
- (c) Do not place any material or equipment within the CRZ of the tree;
- (d) Do not attach any signs, notices or posters to any tree;
- (e) Do not raise or lower the existing grade within the CRZ without the approval of the General Manager, Planning, Infrastructure and Economic Development;

- (f) Do not damage the root system, trunk or branches of any tree; and
- (g) Ensure that exhaust fumes from all equipment are not directed towards any tree's canopy.

46. **Tree Permit**

The Owner acknowledges and agrees that any trees to be removed shall be removed in accordance with an approved Tree Permit and Tree Conservation Report, and in accordance with the City's Urban Tree Conservation By-law, being By-Law No. 2009-200, as amended. The Owner further acknowledges and agrees that a copy of the approved Tree Permit and Tree Conservation Report shall be posted on the construction site at all times until Approval is granted by the City for such Works.

47. **Cash-in-Lieu of Parkland**

The Owner shall pay cash-in-lieu of parkland in accordance with the Parkland Dedication By-law of the City of Ottawa, as well as the fee for appraisal services. The monies are to be paid at the time of execution of the Site Plan Agreement.

48. **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 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.
- (c) The Owner further acknowledges and agrees that although the parking garage for (2785 Baseline Road) will not be part of the common elements

for 2795 Baseline Road it will be located beneath the shared entrance off Baseline. The Owner further acknowledges and agrees to include a provision within the aforementioned agreement confirming the obligation to repair any damage caused to structure of the garage in the course of performing any Works associated with common elements.

- (d) 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 Paragraphs 50 (a) to (c) above.
- (e) 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.
- (f) 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.

*September 9, 2020*

\_\_\_\_\_  
Date



\_\_\_\_\_  
Erin O'Connell, MCIP, RPP  
(A) 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:** D07-12-19-0009

### SITE LOCATION

The site is municipally known as 2795 Baseline Road. It is located at the northeast corner of the intersection of Baseline Road and Morrison Drive, and as shown on Document 1.

### SYNOPSIS OF APPLICATION

The subject site is a 3,980 square metre, rectangular parcel with approximately 70.63 metres of frontage along Baseline Road and 52.56 metres of frontage along Morrison Drive. The site is currently vacant. It was previously occupied by two blocks of townhouses, which have been demolished to accommodate the proposed development.

The site is surrounded by low-density residential neighbourhoods, with mainly single-detached dwellings to the north and west, and townhouse dwellings to the south and east. Additional surrounding uses include St. Paul's High School northeast of the site, and a treed lot with a watercourse running through it, to the south, across Baseline Road.

The subject site is a part of a phased development, which encompasses the subject site and surrounding lands. 'Fresh Towns' has involved three (3) phases, with the subject site being considered phase two (2), although it is the last phase in the development; the other two phases have already received approval. The existing Condominium (CCC994) located immediately east of the subject site, municipally known as 2785 Baseline Road, was completed as Phase 1 of the development. The Phase 3-1 and 3-2 lands, municipally known as 2710 Draper Avenue, are located immediately north of the subject site and are occupied by four (4) townhouse blocks that are nearing completion.

The development proposal involves the construction four (4) blocks of townhouse dwellings, containing a total of 32 units, and two (2) private streets. The proposed development includes a mix of back-to-back and row-style townhouse dwellings. The two (2) blocks of row-style townhomes front onto Baseline Road, with vehicular access at the back along a private street. A larger boulevard has been provided along Baseline Road to improve the pedestrian level of service along the site. The two (2) blocks of back-to-back towns are located internal to the site and are accessible by private streets. Each unit will have a single car garage and driveway. Relief from the Zoning By-law has been

obtained by way of a minor variance from the Committee of Adjustment (D08-02-19/A-00365) to permit a reduced setback of 4.86 metres between a garage and a private way, whereas the By-law requires a minimum setback of 5.2 metres between a garage or carport and a private way.

The site is accessible by a singular access along Baseline Road, which is shared with the neighbouring Condo to the east. A roundabout with a 3/4 semi-circle configuration will be constructed at the at of the access, in the northeast corner of the site, to provide access to both the Condominium parking lot and one of the proposed private streets.

## **DECISION AND RATIONALE**

This application is approved for the following reasons:

- The proposal conforms to the General Urban designation of the Official Plan;
- The proposal conforms to all relevant provisions of the Zoning By-law, including those specific to the R5A zone, and Urban Exception 1700;
- Conditions of approval have been included in this report in order to ensure the proposed development is constructed in conformity with City policies and guidelines;
- The applicant has adequately resolved the comments received during the technical review process;
- The proposed development contributes to the provision of a full range and choice of housing types in the City of Ottawa and represents good planning.

## **CONSULTATION DETAILS**

### **Councillor's Concurrence**

Councillor Rick Chiarelli was aware of Staff's recommendation. Councillor 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 online and staff considered these comments.

#### Comment

Can the applicant please indicate location of gas meters/electric boxes/ air conditioners. It would be ideal that these are not noticeable from Morrison (M&E closets are not indicated on plan) especially considering no trees on Morrison to mitigate.

### Response

The requested information is typically identified on a Composite Utility Plan, which was not required for the proposed development.

### Comment

Can the shrubs beside the blocks facing Morrison be extended towards Morrison, to better mark the entry to the community and make up for no landscaping provided on Morrison as part of phase 3.

### Response

Underground storage of stormwater is provided along Morrison Drive, which limits opportunities for landscaping in this area. In addition, it should be noted that the entrance to the community is located along Baseline Drive. The two proposed private streets are not accessible via Morrison Drive, except by emergency vehicles.

### Comment

Consider removing backyard walkways leading to Baseline sidewalk. The pathways are not likely to be used or maintained as they lead to a garage from what I see and are inconsistent with the neighbouring condo beside. Fencing should be consistent with the neighbouring condo as well.

### Response

The City of Ottawa's preference is to encourage active frontages along public streets. No fencing along Baseline Road is proposed for this development.

### Comment

Is there room to expand visitor parking at the entrance to the site, left of the condo building?

### Response

Each unit has a two private parking spaces resulting from their private driveway and garage. Additional visitor parking has been deemed unnecessary.

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

### Canada Post

Applicant has been provided comments, which are to be addressed directly with Canada Post.

### Enbridge Gas Inc.

Applicant has been provided comments, which are to be addressed directly with Enbridge Gas Inc.

Bell Canada

Applicant has been provided comments, which are to be addressed directly with Bell Canada.

**Advisory Committee Comments**

N/A


**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 complexity of issues associated with the site design.

**Contact:** Colette Gorni – Tel: 613-580-2424, ext. 21239, fax 613-580-2576 or e-mail: Colette.Gorni@ottawa.ca

# Document 1 – Location Map



	
D07-12-19-0009	19-1068-A
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REVISION / RÉVISION - 2019 / 09 / 23	

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



**2795 chemin Baseline Road**



NOT TO SCALE