

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

Site Location: 1055 Cedar Creek Drive

File No.: D07-12-20-0037

Date of Application: April 9, 2020

This SITE PLAN CONTROL application submitted by Rod Price, RorTar Land Development Consultants, on behalf of DCR/Phoenix Land Corporation, is APPROVED as shown on the following plan(s):

1. **Site Servicing Plan**, IBI Group, Project No. 121793, Drawing No. 001, Dated September 2019, Revision No. 3 Dated 2020.12.14.
2. **General Notes, Legend and CB Data Table**, IBI Group, Project No. 121793, Drawing No. 010, Dated September 2019, Revision No. 3 Dated 2020.12.14.
3. **Site Grading Plan**, IBI Group, Project No. 121793, Drawing No. 200, Dated September 2019, Revision No. 3 Dated 2020.12.14.
4. **Sanitary Drainage Area Plan**, IBI Group, Project No. 121793, Drawing No. 400, Dated September 2019, Revision No. 3 Dated 2020.12.14.
5. **Storm Drainage Area Plan**, IBI Group, Project No. 121793, Drawing No. 500, Dated September 2019, Revision No. 3 Dated 2020.12.14.
6. **Site Ponding Plan**, IBI Group, Project No. 121793, Drawing 600, Dated September 2019, Revision No. 3 Dated 2020.12.14.
7. **Erosion and Sediment Control Plan**, IBI Group, Project No. 121793, Drawing 900, Dated September 2019, Revision No. 3 Dated 2020.12.14.
8. **Building 1 Elevations, Back-to-back stacked terrace homes**, M. David Blakely Architect Inc., A1, Dated 18/11/19, Revision No. 2 Dated 10/08/20.
9. **Building 2 Elevations, Back-to-back stacked terrace homes**, M. David Blakely Architect Inc., A2, Dated 18/11/19, Revision No. 2 Dated 10/08/20.

10. **Building 3 Elevations, 18 unit apartment**, M. David Blakely Architect Inc., A3, Dated 18/11/19, Revision No. 2 Dated 10/08/20.
11. **Building 4 Elevations, 18 unit apartment**, M. David Blakely Architect Inc., A4, Dated 18/11/19, Revision No. 2 Dated 10/08/20.
12. **Building 5 Elevations, Back-to-back stacked terrace homes**, M. David Blakely Architect Inc., A5, Dated 18/11/19, Revision No. 2 Dated 10/08/20.
13. **Building 6 Elevations, Back-to-back stacked terrace homes**, M. David Blakely Architect Inc., A6, Dated 18/11/19, Revision No. 2 Dated 10/08/20.
14. **Building 7 Elevations, Back-to-back stacked terrace homes**, M. David Blakely Architect Inc., A7, Dated 18/11/19, Revision No. 2 Dated 10/08/20.
15. **Accessory Building Elevations**, M. David Blakely Architect Inc., A8, Dated 18/11/19, Revision No. 2 Dated 10/08/20.
16. **Site Plan**, M. David Blakely Architect Inc., SP1, Dated 04/04/19, Revision No. 4 Dated 10/08/20.
17. **Landscape Plan**, James B. Lennox & Associates Inc., L.1, Dated 01/28/2020, Revision No. 3 Dated 02/12/2021.

And as detailed in the following report(s):

1. **Servicing Brief**, IBI Group, Project 121793-6.2.1, Dated December 2020
2. **Planning Rationale**, RorTar Land Development Consultants, Dated April 16, 2020.
3. **Geotechnical Investigation**, Golder Associates Ltd., Report Number 1913587, Dated January 2020.
4. **Phase I ESA**, Golder Associates Ltd., Project No. 19131354, Dated 16 October 2019.

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

General Conditions

1. The Owner shall enter into a standard site development agreement consisting of the following conditions. In the event the Owner fails to enter into such agreement within one year, this 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.

Special Conditions

11. Private Approach Detail (Alternate #2)

The Owner acknowledges and agrees that all private approaches serving the proposed development shall be designed and constructed, at the sole expense of the Owner, in accordance with the City's "Curb Return Entrances Curb Return at a Private Entrance" Plan, Drawing No. SC7.1, dated March 2007 and revised March 2013, and the Owner shall comply with the City's Private Approach By-law, being No. 2003-447, as amended.

12. 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.

13. 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, Golder Associates Ltd., Report Number 1913587, Dated January 2020. (the "Report"), referenced in Schedule "E" herein, are fully implemented. The Owner further acknowledges and agrees that it shall provide the General Manager, Planning, Infrastructure and Economic Development 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.

14. Soil Management

The Owner acknowledges and agrees to retain an environmental consultant to identify areas on the subject lands where excess soils, fill and/or construction debris will be removed. If through further testing any of these materials are found to be contaminated, the Owner acknowledges and agrees to dispose, treat or recycle these materials at a waste disposal site or landfill licensed for that purpose by the Ministry of the Environment, Conservation and Parks.

15. Below Grade Parking Area and Depressed Driveways

- (a) The Owner acknowledges and agrees that during major storm events, depressed driveways and below grade parking areas may be subject to flooding due to drainage from the road allowance. The Owner further acknowledges and agrees that the City shall not take responsibility for flooding claims. The Owner further acknowledges that it is recommended that backwater valves be installed on catch basins located in depressed driveways.
- (b) The Owner acknowledges and agrees that a notice-on-title respecting below grade parking areas and depressed driveways, as contained in Clause 18 hereinafter, shall be registered on title to the subject lands, at the Owner's expense, and a warning clause shall be included in all agreements of purchase and sale and lease agreements.

16. Notices on Title – All Units (Below Grade Parking and Depressed Driveways)

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

"The Purchaser/Lessee for himself, his heirs, executors, administrators, successors and assigns acknowledges being advised that during major storm events, depressed driveways and below grade parking areas may be subject to flooding

due to drainage from the road allowance. The Purchaser/Lessee further acknowledges being advised that the City of Ottawa shall not be liable for flooding claims. Backwater valves are recommended for installation on catch basins located in depressed driveways.”

“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.”

17. Protection of City Sewers

- (a) Prior to the issuance of a building permit, the Owner shall, at its expense:
 - (i) obtain a video inspection of the City Sewer System within Cedar Creek Drive prior to any construction to determine the condition of the existing City Sewer System prior to construction on the lands and to provide said video inspection to the General Manager, Planning, Infrastructure and Economic Development.
- (b) Upon completion of construction on the lands, the Owner shall, at its expense and to the satisfaction of the General Manager, Planning, Infrastructure and Economic Development:
 - (i) obtain a video inspection of the existing City Sewer System within Cedar Creek Drive to determine if the City Sewer System sustained any damages as a result of construction on the lands; and
 - (ii) assume all liability for any damages caused to the City Sewer System within Cedar Creek Drive and compensate the City for the full amount of any required repairs to the City Sewer System.

18. 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 design drawings and Servicing Brief, 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.

19. 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.

20. 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.

21. Site Dewatering

The Owner acknowledges and agrees that while the site is under construction, any water discharged to the sanitary sewer due to dewatering shall meet the requirements of the City's Sewer Use By-law No. 2003-514, as amended.

22. Site Lighting Certificate

- (c) 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:
 - (iii) 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);
 - (iv) and it must result in minimal light spillage onto adjacent properties. As a guideline, 0.5 fc is normally the maximum allowable spillage.
- (d) 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.

23. 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.

24. 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.

25. Archaeological Potential

In the event that archaeological or human remains are discovered on or buried within the subject lands during development activities, the Owner acknowledges and agrees to stop all construction and soil disturbance and shall notify the Ministry of Tourism, Culture and Sport of such findings. As required under Part VI of the Ontario Heritage Act, R.S.O. 1990, c.O.18.

26. Residential Waste and Recycling Collection (No Curb-side Collection)

The Owner acknowledges and agrees that the City will not provide curb-side residential waste collection. The Owner further acknowledges and agrees that residential container waste collection and cart (and/or container) recycling collection will be provided by the City from a centralized refuse room. The Owner shall provide, at its own expense, an adequate storage room or space for residential waste containers and recycling carts (and/or containers). It is recommended that the containers and carts be placed on a concrete floor. The Owner shall provide an adequately constructed road access to the waste/recycling storage room or area suitable for waste/recycle vehicles. Direct access to the containers and carts is required. Any additional services (i.e. winching of containers) may result in extra charges.

27. Notice on Title – existing parkland

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

“The Purchaser/Lessee for himself, his heirs, executors, administrators, successors and assigns acknowledges being advised that the existing parkland within the

vicinity of the subject lands may have active hard and soft surface recreational facilities and may include lit facilities.”

“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.”

28. 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 (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.

29. Street Name and Signs

- (e) 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.

- (f) 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.
- (g) 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.

30. Installation of Signs on Private Property

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

31. School Accommodation

- (h) 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.
- (i) The Owner acknowledges and agrees that a notice-on-title respecting school accommodation concerns, as contained in Clause 34 hereinafter, shall be registered on title to the subject lands, at the Owner's expense, and a warning clause shall be included in all agreements of purchase and sale and lease agreements.

32. Notice on Title - School Accommodation

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

"The Purchaser/Lessee for himself, his heirs, executors, administrators, successors and assigns acknowledges being advised that the Ottawa-Carleton District School Board has pupil accommodation concerns for this dwelling unit. The Purchaser/Lessee agrees to inform prospective purchasers or tenants in all subsequent agreements of purchase and sale and lease agreements that school accommodation pressures exist in the Ottawa-Carleton District School Board,

which are currently being addressed by the utilization of portable classrooms and/or by directing students to school outside their community.”

“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.”

33. 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. If bird activity increases as a result of this development, the Owner shall be prepared to implement mitigation measures to address this operational hazard.

34. Ottawa Macdonald-Cartier International Airport – Aircraft noise

To be registered on titles of all parts and included in any sale/purchase and or lease agreements of all units:

“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 or indoor activities.”

35. 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.

36. Bell Canada – Conduits

The Owner acknowledges and agrees to provide Bell Canada with one or more conduit(s) of sufficient size from each unit to the room(s) in which the telecommunication facilities are situated and one or more conduit(s) from the room(s) in which the telecommunication facilities are located to the street line, to the satisfaction of Bell Canada.

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 – 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.

39. 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.

40. 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.

41. 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.

42. 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.

43. 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.

44. 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.

45. 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.

46. 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.

47. Hydro Ottawa Limited – Changes to Electrical Servicing

The Owner acknowledges and agrees to contact Hydro Ottawa Limited if the electrical servicing for the site is to change in location or in size. The Owner further acknowledges and agrees to provide a load summary for the technical evaluation of Hydro Ottawa Limited's requirements.

48. 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.

49. 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.

50. Enbridge Gas Distribution Inc. - Conditions and Easements

The Owner acknowledges and agrees to contact Enbridge Gas Distribution Inc. for service and meter installation details and to ensure that all gas piping is installed prior to the commencement of site landscaping, including, but not limited to tree planting, silva cells, and/or soil trenches, and/or asphalt paving. The Owner further acknowledges and agrees that any costs relating to the relocation of a gas main as a result of changes in the alignment or grade of the road allowances or for temporary gas pipe installations pertaining to phased construction shall be borne by the Owner. The Owner further acknowledges and agrees to provide to Enbridge Gas Distribution Inc., at the Owner's cost, any easements which are required to service the development.

51. 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.

52. Enbridge Gas Distribution Inc. - Grading of Road Allowances

The Owner covenants and agrees to grade all road allowances to as close to final elevation as possible, provide necessary field survey information and all approved municipal road cross sections, identifying all utility locations, prior to the installation of the gas piping.

53. 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.

54. Access Easement to City

The Owner acknowledges and agrees it shall grant to the City, at the Owner's expense, a Blanket Easement over the lands, with the right and licence of free, uninterrupted, unimpeded and unobstructed access to the City 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 Private Watermains, Private 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. The Owner acknowledges and agrees to provide an electronic copy of the Transfer of Easement prior to the execution of this Agreement by the City, to the satisfaction of the City Clerk and Solicitor. All costs shall be borne by the Owner.

March 4, 2021

Date



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

Enclosure: Site Plan Control Application approval – Supporting Information

SITE PLAN CONTROL APPROVAL APPLICATION SUPPORTING INFORMATION

File Number: D07-12-20-0037

SITE LOCATION

1055 Cedar Creek Drive, and as shown on Document 1.

SYNOPSIS OF APPLICATION

- The site is currently undeveloped, but is part of the Findlay Creek subdivision with road constructed and lands surrounding the site under construction.
- Immediately surrounding the development are Cedar Creek Drive, Pingwi Place, and Salamander Way, as well a multi-use pathway along the western boundary. To the north and south of the site are constructed townhouses, to the west are single detached dwellings. East of the site are largely undeveloped lands; however, these lands are designated as mix-use and high-density residential adjacent to Bank Street in the Leirtrim Community Design Plan.
- The location of the site is well situated between higher and lower-density residential, while remaining in close proximity to the community park.
- The proposed development is consistent with the surrounding neighbourhood in terms of contemporary exterior finishes, pitched roofs, and in building height. The building will be finished with predominately stone and brick veneer, and well as aluminum railings for balconies. The height of buildings on site range from 11 to 12 metres, which is consistent with a low-rise neighbourhood.
- The application provides a strong landscape plan by providing a single row of street trees on portions of the property adjacent to Pingwi Place, Cedar Creek Drive, and Salamander Way. Internally to the site, further deciduous and coniferous trees are identified, as well as various shrubs and ornamental grasses. A landscaped amenity area adjacent to Cedar Creek Drive is also provided.
- Areas for parking are visually minimized through the location, orientation, and landscaping surrounding the parking areas. There are no parking spaces provided in front of the buildings. Underground parking is accessed centrally from the site and not with a street-side access point. An accessory building is identified on the site for internalized garbage collection and bicycle storage, and is designed to match the proposed buildings.

- The proposal provided 130 parking spaces, with 129 required. 28 spaces are provided underground, with 102 spaces at grade.
- 62 Bicycle parking spaces are provided with 32 enclosed within the on-site accessory building, and 26 spaces provided in the underground parking. 4 more spaces are provided at grade.
- The proposal provides 92 residential through 2 low-rise apartment buildings and 5 stacked townhouse configurations.
- The buildings are pulled toward the street with setbacks close to the minimum requirements to help provide consistent development edge to further match that of the surrounding neighbourhood.
- Snow storage is not be provided on site, with all snow to be removed from the site.
- The proposal has not required any relaxations to the City of Ottawa Zoning By-law.

DECISION AND RATIONALE

This application is approved for the following reasons:

- The General Urban Area permits many types of densities and housing, however the building heights in these areas will be predominantly low-rise, which is defined as 4 storeys or fewer.
- Densities of development are controlled through the zoning by-law by which types of uses can be developed on a site, as well as through height and building setback restrictions. Stacked dwellings and low-rise apartments are permitted uses within the R4 zoning designation.
- The height of the buildings is considered low-rise, which is compatible with the surrounding development type in this area. The building heights of 11-12 metres, combined with the separation of these buildings from surrounding residences will not cause excessive shadowing on adjacent properties.
- The Leitrim Community Design Plan notes that higher density residential should be located in proximity to mixed-use centres and area parks, where this site is located between the community park, and lands designated for future mixed-use and high density residential.
- The proposed development generally represents good planning by providing appropriate and efficient use of land.

CONSULTATION DETAILS

Councillor's Concurrence

Councillor Carol Anne Meehan is aware of the application related to this report. 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.

Summary of public comments and responses

Responses were received from 5 residents within the notification area. The comments provided are as follows:

- The proposed development should not be placed near bungalows and other low-density properties in the neighbourhood.

Response:

- The General Urban Area designation permits the development of a full range and choice of housing types to meet various needs, incomes and life circumstances. This is one part of building complete and sustainable communities.
 - The General Urban Area permits many types of densities and housing, however the building heights in these areas will be predominantly low-rise, which is defined as 4 storeys or fewer. The zoning by-law further regulates location, scale and type of land use within the General Urban Area.
 - Townhouses have been constructed to the north of the site, as well as along the south side of Pingwi Place facing the site. The proposal at 1055 Cedar Creek also provides another housing style within an area of townhouses and includes a landscaped amenity area adjacent to Cedar Creek Drive.
-
- The proposed development will produce noise, road and foot traffic, and congestion within the residential area. The development will decrease property values and will place utility buildings and garages near surrounding homes.

Response:

- The site is not anticipated to generate large amounts of traffic. Step 1 of the Transportation Impact Assessment did not trigger further review.
- Areas for parking are visually minimized through the location, orientation, and landscaping surrounding the parking areas. There are no parking spaces provided in front of the buildings. Underground parking is accessed centrally from the site and not with a street-side access point. An accessory building is identified on the site for internalized garbage collection and bicycle storage, and is designed to match the proposed buildings.
- All suburban developments are designed under the same policy framework to create a mix of housing types.

- The community is already dense and the proposal will significantly increase the density of the area.

Response:

- The Leitrim Community Design Plan notes that higher density residential should be located in proximity to mixed-use centres and area parks, where this site is located between the community park, and lands designated for future mixed-use and high density residential.
 - Densities of development are controlled through the zoning by-law by which types of uses can be developed on a site, as well as through height and building setback restrictions. Stacked dwellings and low-rise apartments are permitted uses are permitted within the R4 zoning designation.
- The proposed development will block natural light and serve as an eyesore.
- Response:
- The height of the buildings is considered low-rise, which is compatible with the surround development type in this area. The building heights of 11-12 metres, combined with the separation of these buildings from surrounding residences will not cause excessive shadowing on adjacent properties.
- The area is a young family neighbourhood and this proposal will increase potential for collisions.
- Response:
- The housing types proposed for this development do not preclude the inclusion of families.
- The proposal is a mismatch of the aesthetics of the neighbourhood.
- Response:
- The proposed development is consistent with the surrounding neighbourhood in terms of contemporary exterior finishes, pitched roofs, and in building height. The building will be finished with predominately stone and brick veneer, and well as aluminum railings for balconies. The height of buildings on site range from 11 to 12 metres, which is consistent with a low-rise neighbourhood.
 - The application provides a strong landscape plan by providing a single row of street streets on portions of the property adjacent to Pingwi Place, Cedar Creek Drive, and Salamander Way. Internally to the site, further deciduous and coniferous trees are identified, as well as various shrubs and ornamental grasses. A landscaped amenity area adjacent to Cedar Creek Drive is also provided.
- The development proposal was not included in the development plans when people started purchasing their homes.
- Response:
- Phase I of the Pathways subdivision was originally submitted on April 22, 2003.
 - The plan was draft approved on October 26, 2005.

- A Zoning By-law amendment application was received by the City on November 2, 2015.
 - A Land Use Plan was developed for the Remer Lands dated November 3, 2016.
 - Zoning for the lands was approved January 25, 2017.
 - The subdivision plan for the lands was registered on February 22, 2019.
- The proposed development will reduce privacy.
 - Response:
 - The proposed development includes 7 buildings with units within the buildings facing multiple directions. Since the proposed units are spread across the property, with units facing multiple directions, the number of units facing specific residences is reduced.

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 time required to resolve identified issues.

Contact: Kelby Lodoen Unseth Tel: 613-580-2424, ext. 12852, or e-mail: Kelby.LodoenUnseth@ottawa.ca

Document 1 – Location Map



D07-12-20-0037

20-0322-L

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REVISION / RÉVISION - 2020 / 04 / 22

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



1055 prom. Cedar Creek Dr.



5'0" = 10' 0" (1:2000)