



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

Site Location: 6429 Renaud Road

File No.: D07-12-20-0184

Date of Application: 18 December 2020

This SITE PLAN CONTROL application submitted by Ms. Bria Aird of Fotenn Consultants Inc., on behalf of Richcraft Group of Companies, is APPROVED as shown on the following plan(s):

1. **Site Plan**, Sheet No. SP-1, prepared by M. David Blakely Architect Inc., dated September 2019, Revision 26, dated 2 December 2021.
2. **Landscape Cover Sheet, List of Drawings & General Notes**, prepared by NAK Design Strategies, dated December 2021.
3. **Landscape Plan**, Sheet L01, prepared by NAK Design Strategies, dated November 2021, Revision 9, dated 2 December 2021.
4. **Details**, Sheet D1, prepared by NAK Design Strategies, dated November 2021, Revision 9, dated 2 December 2021.
5. **Details**, Sheet D2, prepared by NAK Design Strategies, dated November 2021, Revision 9, dated 2 December 2021.
6. **Details**, Sheet D3, prepared by NAK Design Strategies, dated November 2021, Revision 9, dated 2 December 2021.
7. **Details**, Sheet D4, prepared by NAK Design Strategies, dated November 2021, Revision 9, dated 2 December 2021.
8. **Cross Sections**, Sheet D5, prepared by NAK Design Strategies, dated November 2021, Revision 9, dated 2 December 2021.
9. **Notes and Legend Plan**, Dwg. No. NL-1, prepared by Stantec Consulting Ltd., Project No. 160401585, dated 06 November 2020, Revision 5, dated 21.12.01.
10. **Existing Conditions and Removals Plan**, Dwg. No. EX-1, prepared by Stantec Consulting Ltd., Project No. 160401585, dated 06 November 2020, Revision 5, dated 21.12.01.
11. **Site Servicing Plan**, Dwg. No. SSP-1, prepared by Stantec Consulting Ltd., Project No. 160401585, dated 06 November 2020, Revision 5, dated 21.12.01.

12. **Plan and Profile Randkluft Terrace**, Dwg. No. PP-1, prepared by Stantec Consulting Ltd., Project No. 160401585, dated 06 November 2020, Revision 5, dated 21.12.01.
13. **Grading Plan**, Dwg. No. GP-1, prepared by Stantec Consulting Ltd., Project No. 160401585, dated 06 November 2020, Revision 5, dated 21.12.01.
14. **Ponding Plan**, Dwg. No. PD-1, prepared by Stantec Consulting Ltd., Project No. 160401585, dated 06 November 2020, Revision 5, dated 21.12.01.
15. **Erosion Control Plan and Details Sheet**, Dwg. No. EC/DS-1, prepared by Stantec Consulting Ltd., Project No. 160401585, dated 06 November 2020, Revision 5, dated 21.12.01.
16. **Details Sheet**, Dwg. No. DS-1, prepared by Stantec Consulting Ltd., Project No. 160401585, dated 06 November 2020, Revision 5, dated 21.12.01.
17. **Storm Drainage Plan**, Dwg. No. SD-1, prepared by Stantec Consulting Ltd., Project No. 160401585, dated 06 November 2020, Revision 5, dated 21.12.01.
18. **Sanitary Drainage Plan**, Dwg. No. SA-1, prepared by Stantec Consulting Ltd., Project No. 160401585, dated 06 November 2020, Revision 5, dated 21.12.01.
19. **Geometric Road Design Drawing, Signage and Line Painting**, Dwg. No. GRDD-1, prepared by Stantec Consulting Ltd., Project No. 160401585, dated 06 November 2020, Revision 4, dated 21.11.11.
20. **Typical Front Elevation, Back to Back Towns**, Sheet No. A1, prepared by M. David Blakely Architect Inc., dated April 2021, Revision 2, dated 25 June 2021.
21. **Typical End Elevation w/ Siding, Back to Back Towns, Typical Blocks**, Sheet No. A2, prepared by M. David Blakely Architect Inc., dated April 2021, Revision 2, dated 25 June 2021.
22. **Typical End Elevation w/ Half Brick, Back to Back Towns, Block 8**, Sheet No. A3, prepared by M. David Blakely Architect Inc., dated April 2021, Revision 2, dated 25 June 2021.
23. **Typical End Elevation, Back to Back Towns, Typical Blocks 1, 7 & 11**, Sheet No. A4, prepared by M. David Blakely Architect Inc., dated April 2021, Revision 2, dated 25 June 2021.
24. **Front Elevation, Terrace Flats, Typical Block**, Sheet No. A1, prepared by M. David Blakely Architect Inc., dated April 2021, Revision 3, dated 08 November 2021.
25. **Side Elevation, Terrace Flats, Typical Block**, Sheet No. A2, prepared by M. David Blakely Architect Inc., dated April 2021, Revision 3, dated 08 November 2021.
26. **Side Elevation, Terrace Flats, Typical Block**, Sheet No. A3, prepared by M. David Blakely Architect Inc., dated April 2021, Revision 3, dated 08 November 2021.
27. **Street Side Elevation - Blocks 12, 13, 14, 15, 17, 18 & 19, Terrace Flats**, Sheet No. A4, prepared by M. David Blakely Architect Inc., dated April 2021, Revision 3, dated 08 November 2021.

28. **Rear Elevation, Terrace Flats, Typical Block**, Sheet No. A5, prepared by M. David Blakely Architect Inc., dated April 2021, Revision 3, dated 08 November 2021.

And as detailed in the following report(s):

1. **Trailsedge East Block 193-194 – Servicing and Stormwater Management Report**, prepared by Stantec Consulting Ltd., Stantec Project No. 160401585, dated April 30, 2021, Revision 2.
2. **Geotechnical Investigation, Proposed Residential Development Trailsedge Block 193 & 194, Ottawa, Ontario**, prepared by Paterson Group Inc., Report No. PG5397-1, dated December 9, 2020, Revision 1.
3. **Geotechnical Design Summary Details, Proposed Residential Development Trails Edge East Block 193 and 194 – Ottawa** (Memorandum), prepared by Paterson Group Inc., File PG5397-MEMO.01, dated May 4, 2021.
4. **Geotechnical Response to City Comments Proposed Residential Development, Trailsedge Blocks 193 & 194 – Ottawa** (Memorandum), prepared by Paterson Group Inc., File PG5397-MEMO.02, dated May 4, 2021.
5. **Traffic Impact Assessment, Proposed Townhouse & Multi-Unit Residential Development, 6429 Renaud Road (Blocks 193 and 194), Orleans, Ottawa**, prepared by Castleglenn Consultants, Project 7252, dated 10 December 2020.
6. **Roadway Traffic Noise Assessment, Trailsedge, Block 193 & 194**, prepared by Gradient Wind Engineering Inc., dated 29 July 2021.
7. **Tree Conservation Report, Trailsedge Subdivision, East Urban Community – Blocks 193 and 194**, prepared by Muncaster Environmental Planning Inc., dated 7 December 2020.
8. **Phase I Environmental Site Assessment Update, Trailsedge Rental Blocks 193 and 194, Ottawa, Ontario**, prepared by Patterson Group, dated 25 June 2020.

And subject to the following General and Special Conditions:

General Conditions

1. **Execution of Agreement Within One Year**

The Owner shall enter into this Site Plan Control Agreement, including all standard and special conditions, financial and otherwise, as required by the City. In the event that the Owner fails to sign this Agreement and complete the conditions to be satisfied prior to the signing of this Agreement within one (1) year of Site Plan Control approval, the approval shall lapse.

2. **Permits**

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

3. **Barrier Curbs**

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

4. **Water Supply for Fire Fighting**

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

5. **Reinstatement of City Property**

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

6. **Construction Fencing**

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

7. **Construct Sidewalks**

The Owner shall design and construct sidewalk(s) within public rights-of-way or on other City owned lands to provide a pedestrian connection from or to the site as may be determined by the General Manager, Planning, Infrastructure and Economic Development. Such sidewalk(s) shall be constructed to City Standards.

8. **Extend Internal Walkway**

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

9. **Completion of Works**

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

Until all requirements with respect to completion of the Works as identified in this Agreement

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

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

10. **Development Charges**

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

11. **Development Charges – Instalment Option**

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

- (i) a written acknowledgement from the Owner of the obligation to pay the discounted portion of the development charges;
- (ii) no reduction in the Letter of Credit below the amount of the outstanding discounted development charges; and
- (iii) indexing of the development charges in accordance with the provisions of the City's Development Charges By-law, as amended.

(b) The Owner further acknowledges and agrees that Council may terminate the eligibility for this two (2) stage payment at any time without notice, including for the lands subject to this Agreement and including for a building permit for which an application has been filed but not yet issued.

(c) For the purposes of this provision,

- (i) "discounted portion" means the costs of eligible services, except fire, police and engineered services, that are subject to 90% cost recovery of growth-related net capital costs for purposes of funding from development charges. The 10% discounted portion, for applicable services, must be financed from non-development charge revenue sources.
- (ii) "non-discounted portion" means the costs of eligible services, fire, police and engineered services, that are subject to 100% cost recovery of growth-related net capital costs for purposes of funding from development charges.

Special Conditions

12. Permanent Features

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

13. Transportation Study/Brief

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

14. Private Approach Detail

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 – Uncontrolled Intersections" Plan, Drawing No. SC7.1, dated March 2007 and revised March 2021, and the Owner shall comply with the City's Private Approach By-law, being No. 2003-447, as amended.

15. 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.

16. Roadway Design

The Owner acknowledges and agrees that the design of all roads and intersections shall be to the satisfaction of the General Manager, Planning, Infrastructure and Economic Development Department.

17. Roadway Modifications

The Owner acknowledges and agrees to pay all expenses associated with all works related to roadway modifications and shall provide financial security in the amount of 100% of the cost of implementing the required works.

18. Traffic Calming

Where traffic calming is identified, the Owner acknowledges and agrees to implement traffic calming measures on Randkluff Terrace to limit vehicular speed and improve pedestrian safety. The Owner further acknowledges and agrees that the detailed design for new roads will include the recommendation(s) from the required supporting transportation studies.

The Owner agrees that traffic calming measures shall reference best management practices from the Canadian Guide to Neighbourhood Traffic Calming, published by the Transportation Association of Canada, and/or Ontario Traffic Manual.

19. **Development Information Form**

The Owner acknowledges and agrees to provide a completed Development Information Form to the satisfaction of the General Manager, Planning, Infrastructure and Economic Development.

20. **Sidewalk – Randkluft Terrace**

The Owner acknowledges and agrees to design and construct a 1.8-metre-wide concrete sidewalk within the west boulevard of the future public road known as Randkluft Terrace between Couloir Road and the northern limit of the future public road.

The Owner further acknowledges and agrees that such 1.8-metre-wide concrete sidewalk within the future public road allowance, as shown on the approved Site Plan referenced in Schedule “E” of this Agreement, shall be extended north of the northerly private approach to the Site to intersect with the existing multi-use pathway within Brian Coburn Boulevard. Such sidewalk extension shall be constructed once Randkluft Terrace is fully constructed and extended in fulfilment of the future approved plan of subdivision and registered agreement for the adjacent lands, referred to as Trailsedge-East Phase 4 Lands. In the interim, the Owner further acknowledges and agrees that such temporary asphalt sidewalk extension shall be constructed in fulfilment of this Agreement, as shown on the approved Site Plan referenced in Schedule “E” of this Agreement, to the satisfaction of the General Manager, Planning, Infrastructure and Economic Development.

21. **Noise Control Attenuation Measures**

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

- (a) Each unit in Dwelling Blocks 13 to 19, inclusive, is to be equipped with central air conditioning;
- (b) Each unit in Dwelling Blocks 1, 6 to 10, inclusive, and 12 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; and
- (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 22 below.

22. **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 A – Increasing Roadway Traffic – Each Unit in Dwelling Blocks 1 to 19, inclusive

“The Purchaser/Lessee for himself, his heirs, executors, administrators, successors and assigns acknowledges being advised that noise levels due to increasing roadway/rail/air traffic may be of concern, occasionally interfering with some activities of the dwelling occupants as the outdoor sound level exceeds the City of Ottawa’s and the Ministry of the Environment, Conservation and Parks’ noise criteria.”

Type C – Forced Air Heating System and Ducting – Each Unit in Dwelling Blocks 1, 6 to 10, inclusive, and 12

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

“The Purchaser/Lessee for himself, his heirs, executors, administrators, successors and assigns acknowledges and agrees it shall identify the location and install any outdoor air conditioning device(s) so as to comply with the noise criteria of the Ministry of the Environment, Conservation and Parks’ Publication NPC-216 entitled Environmental Noise Guidelines for Installation of Residential Air Conditioning Devices, dated September 1994, as amended, in order to minimize the noise impacts both on and off the immediate vicinity of the subject lands.”

Type D – Central Air Conditioning – Each Unit in Dwelling Blocks 13 to 19, inclusive

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

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.”

23. **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 Roadway Traffic Noise Assessment 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.

All 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.

24. **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 Report and associated Memoranda (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.

25. **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.

26. **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 plans and report, 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.

27. **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.

28. **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.

29. **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.

30. **Off-Site Contamination Management Agreement**

The Owner acknowledges and agrees that where contamination emanating from the site and impacting the City's rights-of-way is discovered during the course of the Works, the Owner shall notify the Manager, Realty Services immediately in writing and agrees to enter into an Off-Site Management Agreement with the City to address the contamination in the rights-of-way. The Owner shall be responsible for all associated costs with the Off-Site Management Agreement, which agreement shall be to the satisfaction of the General Manager, Planning, Infrastructure and Economic Development.

31. **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.

32. **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 As-built 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.

33. **Use of Explosives and Pre-Blast Survey**

The Owner acknowledges and agrees that all blasting activities will conform to the City's Standard S.P. No. F-1201 entitled Use of Explosives, as amended. Prior to any blasting activities, a pre-blast survey shall be prepared as per S.P. No. F-1201, at the Owner's expense, for all buildings, utilities, structures, water wells and facilities likely to be affected by the blast, in particular, those within seventy-five (75) metres of the location where explosives are to be used. The standard inspection procedure shall include the provision of an explanatory letter to the owner or occupant and owner with a formal request for permission to carry out an inspection.

34. **Pre-Blast Survey**

Prior to any blasting activities, the Owner acknowledges and agrees it shall arrange for a pre-blast survey to be carried out in accordance with Ontario Provincial Standard Specification entitled "General Specification for the Uses of Explosives", Section 120.07.03, by a Professional Engineer licensed in the Province of Ontario, which states as follows:

- (a) A pre-blast survey shall be prepared for all buildings, utilities, structures, water wells, and facilities likely to be affected by the blast and those within 150 m of the location where explosives are to be used. The standard inspection procedure shall include the provision of an explanatory letter to the owner or occupant and owner with a formal request for permission to carry out an inspection.
- (b) The pre-blast survey shall include, as a minimum, the following information:
 - (i) Type of structure, including type of construction and if possible, the date when built.
 - (ii) Identification and description of existing differential settlements, including visible cracks in walls, floors, and ceilings, including a diagram, if applicable, room-by-room. All other apparent structural and cosmetic damage or defect shall also be noted. Defects shall be described, including dimensions, wherever possible.

- (iii) Digital photographs or digital video or both, as necessary, to record areas of significant concern. Photographs and videos shall be clear and shall accurately represent the condition of the property. Each photograph or video shall be clearly labelled with the location and date taken.
- (c) A copy of the pre-blast survey limited to a single residence or property, including copies of any photographs or videos that may form part of the report shall be provided to the owner of that residence or property, upon request.

35. Site Lighting Certificate

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

36. Exterior Elevations Drawings

The Owner acknowledges and agrees to construct the proposed building in accordance with the approved Elevations, referenced in Schedule “E” herein. The Owner further acknowledges and agrees that any subsequent proposed changes to the approved Elevations 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.

37. 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 nor the approved grading and drainage patterns of the subject lands.

38. 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.

39. **Archaeological**

- (a) The Owner acknowledges and agrees that should potential archaeological resources be encountered during excavation activities, all Work in the area must stop immediately and the Owner shall contact a provincially licensed archaeologist.
- (b) The Owner acknowledges and agrees that if during the process of development deeply buried/undetected archaeological remains are uncovered, the Owner shall immediately notify the Archaeology Section of the Ontario Ministry of Tourism, Culture and Sport.
- (c) The Owner acknowledges and agrees that in the event that human remains are encountered during construction, the Owner shall immediately contact the police, the Ministry of Tourism, Culture and Sport and the Registrar of Cemeteries, Cemeteries Regulation Unit, Ministry of Consumer and Business Services, Consumer Protection Branch.

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

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

41. **Parkland Dedication**

The Owner acknowledges and agrees that the Site is situated within the lands subject to the East Urban Community Phase 3 Area Community Design Plan and that all parkland acquisition within the Phase 3 Area is to be based on the City Parkland Dedication By-law 2009-95.

Therefore, the Owner acknowledges and agrees that in accordance with the City Parkland Dedication By-law, the parkland dedication requirement for the subject residential development has been calculated at the rate of one hectare per 300 dwelling units based on 186 units for a resulting parkland dedication requirement of 0.62 hectares.

The Owner further acknowledges and agrees that the City will defer such parkland dedication requirement applicable to this Site and apply it to the draft plan of subdivision known as Trailsedge-East Phase 4 currently filed and under review with the City (City File No. D07-16-21-0006) and municipally addressed 6429 Renaud Road (PIN #044042190). In the event that the number of units within this Site development change, the required parkland dedication also will change; however, should the above parkland dedication requirement be in excess of the requirements under s. 51 of the Planning Act, the City will not compensate the Owner.

42. **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.

43. **Conveyance of Property**

Prior to the registration of this Agreement, the Owner shall provide to the General Manager, Planning, Infrastructure and Economic Development, a signed copy of the Certificate of the Committee of Adjustment demonstrating that the conditions of the Consent to Sever (Committee of Adjustment File No. D08-01-20/B-00346) as it pertains to the Site have been fulfilled and that the Consent granted is final.

44. **Private Road Agreement**

The Owner acknowledges and agrees to enter into a Private Road Naming Agreement with the City for the naming and maintenance of the private roadways on the Site to the satisfaction of the Chief Building Official, Building Code Services, and the General Manager, Planning, Infrastructure and Economic Development.

45. **Street Name and Signs**

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

accordance with the City's Municipal Addressing By-law 2014-78, as amended, and to City Specifications or Standards.

46. **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.

47. **School Accommodation**

- (a) The Owner acknowledges and agrees to inform prospective purchasers that school accommodation pressures exist in the Ottawa-Carleton District School Board schools designated to serve this development, which are currently being addressed by the utilization of portable classrooms and/or by directing students to schools outside their community.
- (b) The Owner acknowledges and agrees that a notice-on-title respecting school accommodation concerns, as contained in Condition 48 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.

48. **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."

49. **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.

50. **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.

51. **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.

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

The Owner acknowledges and agrees that there are medium voltage overhead lines along the north and west sides of the subject lands and the following conditions shall apply:

- (a) The Owner shall ensure that no personnel or equipment encroaches within three (3.0 m) metres of the Hydro Ottawa Limited overhead medium voltage distribution lines, unless approved by Hydro Ottawa Limited. The Owner shall contact Hydro Ottawa Limited prior to commencing work when proposing to work within three (3.0 m) metres of the Hydro Ottawa Limited distribution lines as noted above. No such work shall commence without prior approval of Hydro Ottawa Limited.
- (b) The Owner shall ensure that no permanent structures are located within the "restricted zone" defined by Hydro Ottawa Limited's standard OLS0002. The "restricted zone" surrounds overhead medium voltage pole lines, consisting of a five (5.0 m) metre radial distance from overhead medium voltage conductors, and a two (2.0 m) metre distance from a vertical line drawn from the conductors to ground level along the length of the pole line. This standard complies with the requirements of the Occupational Health & Safety Act, the Ontario Building Code and the Ontario Electrical Safety Code.
- (c) Hydro Ottawa prohibits any change of grade that results in reduced life expectancy of its asset. Any change in grade of more than 0.3 metres in the vicinity of proposed or existing electric utility equipment shall be reviewed with Hydro Ottawa.

53. **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.

54. **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.

55. **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.

56. **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.

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

The Owner acknowledges and agrees that Hydro Ottawa Limited reserves the right to raise conditions throughout the development of this proposal, should any revisions to the development contain non-conformances with, for example, Hydro Ottawa Limited's Conditions of Service, or any other standards and specifications established by Hydro Ottawa Limited.

58. **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.

59. **Canada Post**

The Owner acknowledges and agrees that Canada Post will provide mail delivery service to the Site through centralized Community Mail Boxes (CMBs).

60. **Randkluft Terrace**

The Owner acknowledges and agrees that the future public road known as Randkluft Terrace, shown on the approved Site Plan referenced in Schedule "E" hereto and described as Part 2 on Reference Plan 4R-33804, shall not form part of the lands subject to and described in this Agreement.

61. **Access Easement – Future Public Road**

Prior to the registration of this Agreement, the Owner shall grant to the City, at no cost to the City, an unencumbered easement for access along Randkluft Terrace, as shown on the approved Site Plan referenced in Schedule "E" hereto and described as Part 2 on Reference

Plan 4R-33804, to the satisfaction of the City. The Owner acknowledges and agrees to provide an electronic copy of the Transfer and a copy of the deposited reference plan to the City Clerk and Solicitor prior to registration of the easement. All costs shall be borne by the Owner.

62. **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.

63. **Cost Sharing**

- (a) The Owner acknowledges and agrees that the Site is within the area subject to the East Urban Community Phase 3 Area Secondary Plan and Community Design Plan, which require that all affected landowners become a party to a Core Services Agreement and to contribute their proportionate share in the cost of these core services before any development is approved by the City.
- (b) Insofar as it legally may, the City will require the Owner to contribute an equitable share of the cost for services and/or streets in accordance with the Core Services Agreement. The City will require written proof from the parties that an agreement has been reached and/or that sufficient remuneration has been provided.
- (c) The Owner acknowledges that other parties may have provided services and/or stormwater management pond to these lands, at the parties' expense and that the Owner agrees to pay to the other party, a proportionate share of the costs to provide these services and/or stormwater management pond. The City will require written proof from the parties that an agreement has been reached and/or that sufficient remuneration has been provided.

December 7, 2021

Date



Geraldine Wildman, RPP, MCIP
Acting Manager, Development Review – East
Planning, Infrastructure and Economic Development
Department

Enclosure: Site Plan Control Application approval – Supporting Information

SITE PLAN CONTROL APPROVAL APPLICATION SUPPORTING INFORMATION

File Number: D07-12-20-0184

SITE LOCATION

The site, addressed 6429 Renaud Road, is situated on the northeast corner of the intersection of Fern Casey Street and Couloir Road within the portion of the planned East Urban Community (EUC) Mixed Use Centre immediately south of and abutting Brian Coburn Boulevard within the Ward 2, as shown on the Location Map attached as Document 1.

SYNOPSIS OF APPLICATION

The 2.6-hectare vacant site is almost rectangular in shape and is bounded by Brian Coburn Boulevard to the north, Fern Casey Street to the west, Couloir Road to the south and the future Randkluft Terrace yet to be opened and dedicated as a public road to the east.

The site is surrounded by the developing residential neighbourhoods of Trailsedge and Trailsedge East. The lands to the south and east of the site are currently under low and medium density residential development, while the vacant lands farther east of Fern Casey Street are part of the southern lands of the future EUC Mixed Use Centre Phase 3 Community Design Plan. The planned corridor for the future bus rapid transit parallels Brian Coburn Boulevard to the north; further north is the balance of the planned EUC Mixed Use Centre Phase 3 lands.

The vacant lands immediately east of the site are currently subject to an application filed by the same owner, Richcraft Group of Companies, for draft plan of subdivision approval, which subdivision is referred to as Trailsedge Phase 4 (File No. D07-16-21-0006). Draft Plan of Subdivision Approval is expected to be granted in early 2022. While the future Randkluft Terrace, referred to below, is part of the draft plan of subdivision application, the review and detailed design of the future public road was undertaken as part of this site plan control application, as it is necessary for roadway access and municipal servicing purposes.

The subject site plan control application proposes the development of a planned unit development comprising 186 ground-oriented residential dwelling units, including 96 single-level stacked townhouse units, or terrace flats, within eight, 2½-storey, dwelling blocks of 12 units each, and 90 back-to-back townhouse units within 11, three-storey, dwelling blocks of eight to 10 units each. The stacked townhouse dwelling blocks front along Brian Coburn Boulevard, Fern Casey Street and Couloir Road, while the back-to-back townhouses front along the future Randkluft Terrace and each of the two internal private roadways. The private roadways provide vehicular access to Fern Casey Street to the west (right-in/right-out), Couloir Road to the south (full movement), and the future Randkluft Terrace to the east (full movement). A network of pedestrian sidewalks and walkways is also provided along the public and private roadways.

A total of 135 surface parking spaces are proposed along the internal private roads to meet the parking requirements for the stacked townhouse units, including 116 spaces for residents and 19

visitor parking spaces, while each back-to-back townhouse unit has a private garage and driveway for vehicular parking and bicycle storage. A total of 58 bicycle parking spaces are provided for the residents of the stacked townhouse units and visitors to the site.

A spacious 1,130-sq.m. landscaped communal outdoor amenity space is proposed along the internal private roadways. It offers a pickleball court, a basketball key and ping pong tables, and a seating area with tables. In addition, a 152-sq.m. enclosed communal building for waste disposal and secure storage for 50 bicycles is provided within this communal space.

The primary architectural finishes for the conventional hip-roofed back-to-back dwellings and stacked dwellings consist of clay brick to the height of two storeys on all public street-facing front and flanking façades with vinyl siding on the upper storeys. The end wall facades of those dwelling blocks internal to the site are clad either with one lower storey of clay brick and vinyl siding above or entirely of vinyl siding. Each stacked dwelling block features two sets of common stairways leading to the front doors of the dwelling units. Each stairway is accessed via a walkway to a sidewalk within the abutting tree-lined public street.

The site is well landscaped throughout, including stone veneer gateway features at the private roadway entrances to the site, decorative fencing and shrub planting features in various locations abutting the public roads, the landscaped outdoor communal amenity space, and linear street trees along all abutting public streets and Randkluft Terrace, a future public street.

The proposed site development is to be serviced by internal private sanitary and stormwater sewers and water mains connected to the existing municipal services within Couloir Road and those to be installed within the future public road – Randkluft Terrace.

As noted above, Randkluft Terrace is to be constructed to public road standards as part of the subject residential site development, but it will remain as a private road until such time as it is conveyed to the City and opened and dedicated as a public street with the registration of the adjacent Trailsedge - East Phase 4 subdivision. Therefore, in the interim, an access easement in favour of the City and the future occupants/owners of the site development over the temporary private road is to be granted and conveyed at registration of the site plan agreement. The terms of such easement will outline the respective and/or shared responsibilities of both the owner and the City. Several of the above special conditions of site plan control approval address this specific requirement.

DECISION AND RATIONALE

This application is approved for the following reasons:

- The site development conforms in every respect to the applicable General Urban Area policies of the Official Plan set out in Section 3.6.1, which designation generally permits a broad range of low-rise housing types and densities and non-residential uses. For sites within the General Urban Area and outside of those specific land use designations targeted for intensification, such as the subject site, building heights predominantly are limited to low-rise, or four storeys. The proposed low-rise, multi-attached residential development is consistent with this policy intent.

The policies further state that development applications are to conform with Sections 2.5.1 and 4.11 of the Plan, which contain the objectives and principles to guide and assess the urban design and compatibility of intended uses. Within the context of the site's surrounding existing low-rise residential uses, the proposed development is compatible in both scale and built form and, therefore, conforms with these policies. The proposed multi-residential buildings both frame the abutting public streets and enhance the streetscapes, and they do

not in any way negatively impact the future development potential of the adjacent undeveloped lands.

- The site development conforms with the policies of Section 4.0 – Land Use and Key Urban Design Direction – set out in the East Urban Community Phase 3 Area Secondary Plan. The proposed development respects such policy direction.
- The site development also respects the use, building height and density target directions expressed in the East Urban Community Phase 3 Area Community Design Plan (CDP). The CDP designates the site as “Highest Density Residential”, which designation is intended for the form of multi-residential use proposed at a projected density target of 80 units per net hectare over all such designations throughout the Phase 3 Area. At 71.4 units per hectare, the density of the proposed development is short of the Plan’s projected target, but such density target is not meant to be a minimum requirement for each development site. The proposed multi-residential, higher density development offers another form of residential accommodation that is not plentiful to date within the developing Trailsedge – East community, and it also promotes the use of transit with it being in close proximity to the future planned BRT station at Brian Coburn Boulevard and Fern Casey Street. Furthermore, the proposed development is consistent with the relevant community design policies guidelines expressed in the CDP.
- The site development complies in every respect with the “Residential Fourth Density, Subzone Z” with site-specific exception 2704 (R4Z[2704]) zone of the City’s Consolidated Zoning By-law 2008-250.
- The proposed multi-residential development also is consistent with the *Urban Design Guidelines for Greenfield Neighbourhoods* and the objectives of the *Building Better and Smarter Suburbs* (BBSS). The development is well planned, efficiently laid out and would integrate well with the surrounding built form and street pattern. It would be a positive contribution to the surrounding developing community through public realm and streetscape enhancements and quality design.
- The site development proposal was supported by a Zoning By-law Amendment application (File No. D02-02-20-0136) filed at the same time as the subject application for Site Plan Control Approval. The Zoning Amendment proposed to change the zoning of the site to “Residential Fourth Density, Subzone Z” with site-specific exceptions so as to bring the site into conformity with the applicable Secondary Plan, and to permit the specific proposed site development. The Zoning By-law Amendment was passed by Council on 9 June 2021 by By-law 2021-0194 and is in full force and effect.
- The proposed site, servicing and landscape design for the multi-residential development, subject to the proposed conditions of approval, are reasonable and appropriate in the context of the surrounding development, and, therefore, represent good and responsible planning and site design.

The above conditions of site plan control approval would serve to ensure that the development proceeds in accordance with the approved plans and conditions of site plan control approval.

PARKLAND DEDICATION

Parkland dedication, in accordance with By-law 2009-95, will not be implemented through the approval of this site plan control application. The acquisition of parkland is to be administered through the review and approval of the adjacent Trailsedge – East Phase 4 subdivision. The apportioned parkland dedication requirement otherwise attributed to the subject proposed site

development will be tracked and applied in the context of the CDP's overall parkland dedication requirements and the Area Parks Plan.

CONSULTATION DETAILS

Councillor's Concurrence

Councillor Laura Dudas was aware of the application related to this report.

Councillor Dudas accepts that the policies providing guidance to Planning, Infrastructure and Economic Development staff support the issuance of draft approval. While she will not be removing delegated authority, Councillor Dudas provided the following statement and comments respecting this application.

Councillor Laura Dudas indicated the following comments:

My comments regarding this specific development continue to emphasize the absolute requirement for transportation solutions, as opposed to the current state where residential development is outpacing the construction of road, transit, cycling, and pedestrian infrastructure.

In many ways, it is not about individual development applications anymore, it is about the development of the entire community. Bradley Estates, Eastboro, and Trailsedge have been allowed to be developed with a complete lack of regard for the surrounding, supporting road infrastructure. While efforts have been made to ensure these mistakes are not repeated in future developments by way of the new Official Plan, steps must be taken today to correct the existing infrastructure deficiencies in this community.

Throughout this community there is an indisputable deficit of the necessary transportation infrastructure on the arterial and the major residential streets, whether it be a complete lack of sidewalks, paved shoulders, cycling supports, or even basic street lighting. Most concerning about this infrastructure deficit are the safety concerns it raises.

Navan Road, for example, is a two-lane "country road" that is forced to function as a primary arterial road in and out of, not only this entire community, but also South Orléans to the east. This road, with speed limits upwards of 70km/h, has dirt bus stops precariously located between traffic and a ditch, it has no sidewalks, no paved shoulders, and most shockingly, for many of those stretches that do have homes on the road, there is not even street lighting.

In South Orléans, there will be an increase of 15,424 units built as of planned developments over the next decade, representing more than 18 per cent of the greenfield development in the entire City of Ottawa. Obviously, this does not even consider the impact of the infill projects that are also being proposed.

To further emphasize the point, within the Mer Bleue CDP area alone, which is part of South Orléans, there are 96 hectares dedicated for residential development – more residential land than any other Urban Expansion Study Area in the City.

This community, and those to the east, are all being developed relying on Brian Coburn Boulevard, and to a lesser extent in the further east, Innes Road; as the east-west connections for all South Orléans. With both routes, whether Brian Coburn Boulevard dead-ending at Navan Road, before connecting north with Innes Road; or relying on Innes Road for the entire commute, all vehicular traffic requires funnelling onto the Blackburn Bypass. The Bypass is an arterial that is already at capacity, as well as completely lacks any infrastructure that would allow for safe pedestrian or cycling use.

I have focused on Navan Road as the example of the community's transportation shortfalls. However, to be clear, the infrastructure deficit extends to Renaud Road, the Fern Casey Street dead end, the Renaud Road/Navan Road intersection, as well as the Renaud Road S-Curve hairpin; the list is extensive.

Until the City is ready to upgrade Navan Road and surrounding roads properly, and prioritize this work, the community transportation infrastructure cannot support new infill projects, let alone the full subdivisions planned for in the City's Community Design Plans.

This speaks to the absolute need for the Brian Coburn Boulevard Extension and Option 7. While it is laudable that the City of Ottawa is supportive of this imperative connection, the NCC is disappointingly still intransigent, which sadly means any timeline for the project is outside of the City's control.

This specific development application would add 186 residential units to these already overburdened streets. While I support the overall Community Design Plan, development to-date has had a singular focus on new residential developments, without the supporting infrastructure and amenities. Every single new home built adds to this pressure on existing, aged infrastructure, and it's no longer sustainable.

Response to Councillor Comments

City staff are very aware of the current strain on municipal infrastructure throughout the Orléans South area and continue to monitor it. As Councillor Dudas is aware, the current Transportation Master Plan (TMP) is currently under revision for approval in 2023 and the planned widening of both Navan Road and Brian Coburn Boulevard sometime after 2031 may be reviewed and re-evaluated during the TMP Update process.

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

One public submission was received from representatives of Bike Ottawa concerning the proposed development.

Bike Ottawa, a not-for-profit volunteer-based advocacy group to promote safe and accessible cycling in Ottawa, expressed support for the inclusion of traffic calming measures on the adjacent public streets and secure on-site bicycle storage facilities. They also recommended that a direct cycling connection to Brian Coburn Boulevard from Randkluft Terrace be provided, that the existing sidewalks along Fern Casey Street be upgraded to a multi-use pathway (MUP) to connect to the future MUP on the south side of Couloir Road, and that raised crossings with a continuous sidewalk design at the site's three entrances be provided.

Response:

The planned concrete sidewalk within Randkluft Terrace is to be extended to the MUP along the south side of Brian Coburn Boulevard. The opportunity to provide a direct cycling connection to the MUP along Brian Coburn Boulevard can be a consideration during the ongoing review of the proposed draft plan of subdivision adjacent to the site.

The existing concrete sidewalk along Fern Casey Street will not be converted to a MUP. The East Urban Community Phase 1 Area CDP originally planned for an on-road cycling lane along Fern Casey Street; however, the road allowance width was reduced from 37.5 metres to 30.5 metres because of planning and transportation decisions at that time. The travelled lanes along Fern Casey Street from Renaud Road to Brian Coburn Boulevard are now for shared modes of travel.

Finally, continuous sidewalks across the private approaches to the site are to be implemented as per the City's standard.

Community Organization Comments and Responses:

Nil.

Technical Agency/Public Body Comments

Summary of Comments –Technical

Comments were received from the representatives of a few utility companies, including Canada Post, Hydro Ottawa and Bell Canada, all of whom requested that their respective standard conditions concerning the provision of utility services to the site be included in the conditions of site plan control approval.

In addition, the Ottawa-Carleton District School Board requested that its standard notice to purchasers concerning school accommodation pressures be included in the conditions of site plan control approval.

Response to Comments –Technical

Conditions 49 to 59 have been included in the above special conditions of site plan control approval to address each utility's request, and Conditions 47 and 48 have been included to address the School Board's concern.

Advisory Committee Comments

Summary of Comments – Advisory Committees

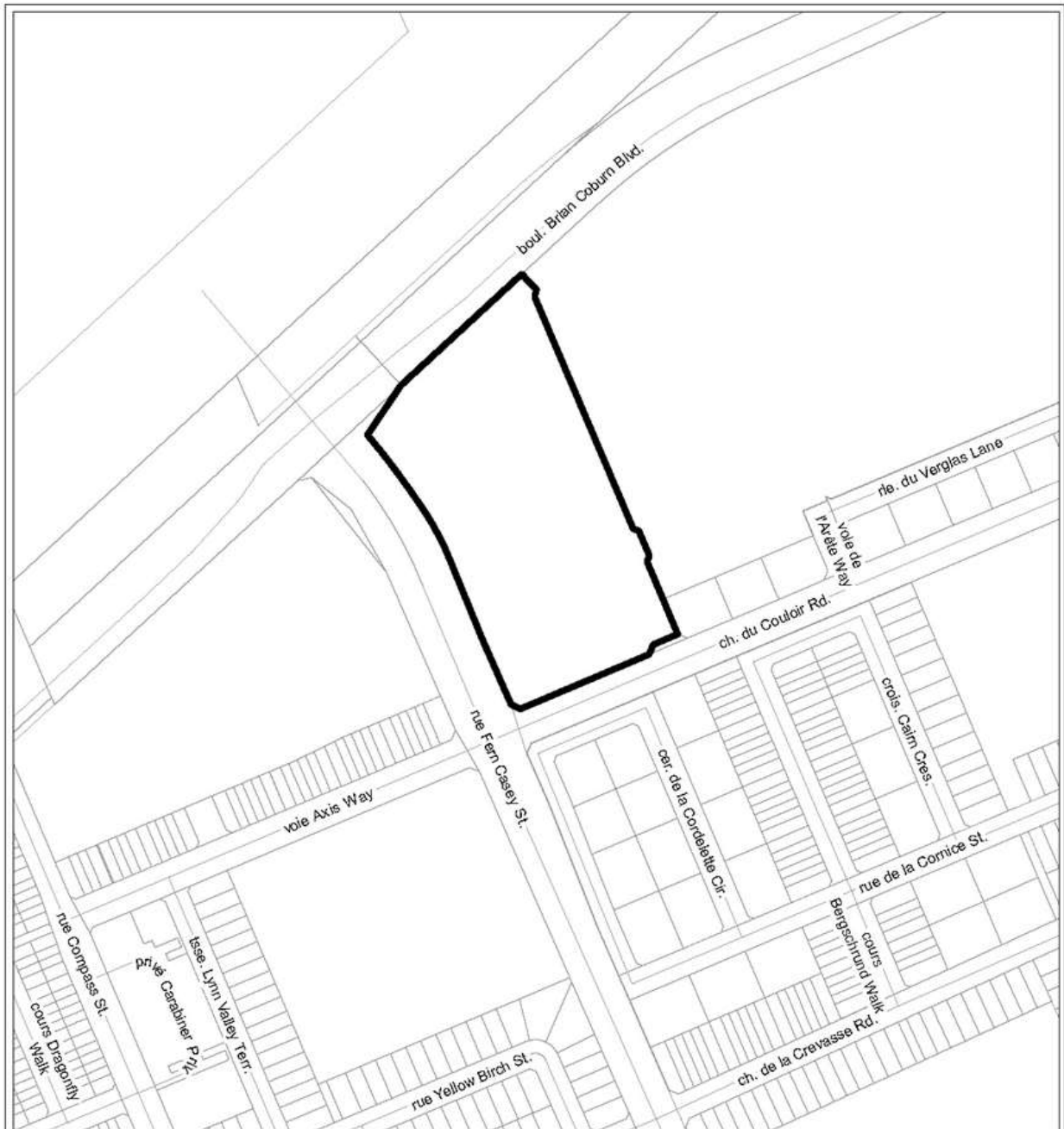
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
APPLICATION PROCESS TIMELINE STATUS

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 time required for City staff and the proponent to address the various site design and technical issues that were raised during the review process.

Contact: Michael Boughton; Tel: 613-580-2424, ext. 27588; Fax: 613-560-6006; or e-mail: Michael.Boughton@ottawa.ca.

Document 1 – Location Map



		LOCATION MAP / PLAN DE LOCALISATION ZONING KEY PLAN / SCHEMA DE ZONAGE SITE PLAN / PLAN DE EMPLACEMENT	
D02-02-20-0136			21-0028-L
D07-12-20-0184			
I:\CO\2020\Zoning\Renaud_6429			
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REVISION / RÉVISION - 2021 / 01 / 11		 6429 ch. Renaud Rd.	