



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

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Site Location: 5331 Fernbank Road

File No.: D07-12-21-0080

Date of Application: June 4, 2021

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This SITE PLAN CONTROL application submitted by 2808761 Ontario Limited, is APPROVED as shown on the following plan(s):

1. **Site Plan (North-West)**, SP-1, prepared by rla/architecture, dated 2021-02-03, revision 9 dated 2022-04-06.
2. **Site Plan (South-East)**, SP-2, prepared by rla/architecture, dated 2021-02-03, revision 9 dated 2022-04-06.
3. **Site Plan (Overall)**, SP-3, prepared by rla/architecture, dated 2021-02-03, revision 9 dated 2022-04-06.
4. **Landscape Plan (North-West)**, L-1, prepared by James B. Lennox & Associates Inc., dated 06/18/2021, revision 5 dated 04/08/2022.
5. **General Plan of Services**, Drawing 121011-GP1, prepared by Novatech, Project No. 121011-00, dated June 02, 2021, revision 3, dated February 17, 2022.
6. **General Plan of Services**, Drawing 121011-GP2, prepared by Novatech, Project No. 121011-00, dated June 02, 2021, revision 3, dated February 17, 2022.
7. **Grading Plan**, Drawing 121011-GR1, prepared by Novatech, Project No. 121011-00, dated June 02, 2021, revision 3, dated February 17, 2022.
8. **Grading Plan**, Drawing 121011-GR2, prepared by Novatech, Project No. 121011-00, dated June 02, 2021, revision 3, dated February 17, 2022.
9. **Storm Drainage Area Plan**, Drawing 121011-STM, prepared by Novatech, Project No. 121011-00, dated June 02, 2021, revision 3, dated February 17, 2022.
10. **Sanitary Drainage Area Plan**, Drawing 121011-SAN, prepared by Novatech, Project No. 121011-00, dated June 02, 2021, revision 3, dated February 17, 2022.
11. **Erosion and Sediment Control Plan**, Drawing 121011-ESC, prepared by Novatech, Project No. 121011-00, dated June 02, 2021, revision 3, dated February 17, 2022.
12. **Plan and Profile**, Drawing 121011-PR, prepared by Novatech, Project No. 121011-00, dated November 05, 2021, revision 2, dated February 17, 2022.
13. **Notes, Legends and Details**, Drawing 121011-NLD, prepared by Novatech, Project No. 121011-00, dated June 02, 2021, revision 3, dated February 17, 2022.
14. **Proposed Retaining Wall**, Drawing PG5683-2, prepared by Paterson Group, Project No. PG5683, dated March 02, 2022, revision 2, dated May 26, 2022.

And as detailed in the following report(s):

1. **Transportation Impact Assessment**, prepared by Novatech, dated June 3, 2021, revised November 8, 2021.
2. **Fernbank Zens Site Servicing Report**, prepared by Novatech, Ref #R-2021-079, dated June 02, 2021, revised February 17, 2022.
3. **Geotechnical Investigation Report**, prepared by Paterson Group, Report #PG5683-1, dated March 5, 2021
4. **Geotechnical Memorandum**, prepared by Paterson Group, File PG5683-Memo-02 Revision 3, dated March 10, 2021.

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

## **General Conditions**

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

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

### **2. 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. 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.

## **8. 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.

## **9. Development Charges**

The Owner shall pay development charges to the City in accordance with the bylaws of the City.

## **10. 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**

### **11. 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.

### **12. 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 (the “Report”), referenced in Schedule “E” herein, are fully implemented. The Owner further acknowledges and agrees that it shall provide the General Manager, Planning, Real Estate 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, Real Estate and Economic Development.

### **13. Retaining Wall - Stability**

The Owner acknowledges and agrees to install the proposed retaining walls along the north-east property line in accordance with the Retaining Wall Design and as shown on the approved Grading Plan (GR2), both referenced in Schedule “E” hereto. The Owner shall provide written confirmation, satisfactory to the General Manager, Planning, Real Estate and Economic Development, that a Geotechnical Engineer/Professional Structural Engineer, licensed in the Province of Ontario, has inspected and confirmed that the retaining walls have been constructed in accordance with the said Retaining Wall Design. The Owner further acknowledges and agrees to provide an Internal Compound Stability (ICS) analysis from a Geotechnical Engineer / Professional Structural Engineer, licensed in the Province of Ontario, that all retaining walls, which are greater than one metre in height have been checked for global stability, have a factor of safety of at least 1.5 for static conditions (as calculated through SLIDE) and 1.1 for seismic conditions is achieved, which shall be to the satisfaction of the General Manager, Planning, Real Estate and Economic Development. The report shall provide structural details of the retaining wall(s).

The Owner further acknowledge and agrees to retain the services of a Professional Structural Engineer and a Soils Engineer, licensed in the Province of Ontario, to inspect any retaining walls on the subject lands and confirm that the retaining walls have been constructed in accordance with the approved retaining wall details.

#### **14. Re-Grading and Maintenance of Ditch**

The Owner acknowledges and agrees it shall be responsible for various grading and maintenance measures along Terry Fox Drive which include the following:

- a. Re-grade the shoulders of the ditch within the road allowance abutting the subject lands, to the satisfaction of the General Manager, Planning, Real Estate and Economic Development Department;
- b. Obtain utility clearances prior to the re-grading of any ditch if applicable;
- c. Maintain a grass cover within the road allowance abutting the subject lands, to the satisfaction of the General Manager, Planning, Real Estate and Economic Development Department.

#### **15. Protection of City Sewers**

- a. Prior to the issuance of a Commence Work Notification, the Owner shall, at its expense  
obtain a video inspection of the City Sewers within Cope Drive prior to any construction to determine the condition of the existing City Sewer Systems prior to construction on the lands and to provide said video inspection to the General Manager, Planning, Real Estate 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, Real Estate and Economic Development:
  - i. obtain a video inspection of the existing City Sewer Systems within Cope 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 Cope Drive and compensate the City for the full amount of any required repairs to the City Sewer System.

#### **16. Inlet Control Devices (ICDs)**

The Owner acknowledges and agrees to install and maintain in good working order the required in-ground stormwater inlet control devices, as recommended in the approved Site Servicing Report and General Plan of Services, 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.

## **17. 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, Real Estate 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, Real Estate 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, Real Estate 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, Real Estate and Economic Development.

## **18. 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 Site Servicing Report and General Plan of Services, referenced in Schedule "E" herein. The Owner further acknowledges and agrees to provide the General Manager, Planning, Real Estate 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 Site Servicing Report and General Plan of Services referenced in Schedule "E" herein.

## **19. 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.

## **20. 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.

## **21. 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, Real Estate and Economic Development.

## **22. 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.

## **23. Site Lighting Certificate**

- a. In addition to the requirements contained in clause 19 of Schedule “C” hereto, the Owner acknowledges and agrees, prior to the issuance of a building permit, to provide the City with a certificate from an acceptable professional engineer, licensed in the Province of Ontario, which certificate shall state that the exterior site lighting has been designed to meet the following criteria:
  - i. it must be designed using only fixtures that meet the criteria for full cut-off (sharp cut-off) classification, as recognized by the Illuminating Engineering Society of North America (IESNA or IES);
  - ii. and it must result in minimal light spillage onto adjacent properties. As a guideline, 0.5 fc is normally the maximum allowable spillage.
- b. The Owner acknowledges and agrees that, upon completion of the lighting Works and prior to the City releasing any associated securities, the Owner shall provide certification satisfactory to the General Manager, Planning, Real Estate 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.

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

- a. The Owner acknowledges and agrees that should the lands be severed in the future, 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, Real Estate and Economic Development.
- b. The Owner shall file with the General Manager, Planning, Real Estate 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, Real Estate 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.

## **26. New Multi-Unit Residential**

The Owner acknowledges that this Site Plan approval is for a residential development subject to the Monahan Drain Area-Specific Development Charge for Stormwater Management Facilities, pursuant to the City’s applicable Development Charges By-law. The Owner acknowledges and agrees that the applicable residential Area-Specific Development Charge is based on the units as set out in the following table.

<b>Unit Type</b>	<b>Number of Units</b>	<b>Value per Unit (subject to indexing)</b>	<b>Total Charge</b>
Apartment Dwelling	192 (16 apartment blocks)	\$ 1,544.00	\$ 296,448.00
Total	192		\$ 296,448.00



Upon execution of this Agreement, the Owner shall pay the Area-Specific Development Charge, as referenced in Schedule "B" herein and subject to indexing, for the above referenced residential units.

#### **27. 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.

#### **28. 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.

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

##### (a) Residential Units

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

#### **30. Cash-in-Lieu of Parkland**

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

#### **31. 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.

### **32. Road Modifications**

The Owner agrees to complete all road modifications required to accommodate this development, as identified in the Pavement Marking and Signage Plan referenced in Schedule "E" hereto, and further acknowledges and agrees that it is responsible for all costs associated with the public roadway modifications.

### **33. Transportation Impact Assessment**

The Owner has undertaken a Transportation Impact Assessment for this site, 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, Real Estate and Economic Development.

### **34. 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.

### **35. Road Widening**

Prior to registration of this Agreement, the Owner acknowledges and agrees to convey to the City, at no cost to the City, an unencumbered road widening across the complete Terry Fox Drive frontage of the lands, measuring 22.25 metres from the existing centreline of pavement/the abutting right-of-way. The exact widening must be determined by legal survey. The Owner shall provide a reference plan for registration, indicating the widening, to the City Surveyor for review and approval prior to its deposit in the Land Registry Office. Such reference plan must be tied to the Horizontal Control Network in accordance with the municipal requirements and guidelines for referencing legal surveys. The Owner acknowledges and agrees to provide an electronic copy of the Transfer and a copy of the deposited reference plan to the City Solicitor prior to the execution of this Agreement by the City. All costs shall be borne by the Owner.

### **36. Bus Pad Easement**

Prior to the registration of this Agreement, the Owner shall grant to the City, at no cost to the City, an unencumbered 1.2 metres x 8.2 metres easement for the transit stop bus pad along Fernbank Road, as shown on the approved Site Plan referenced in Schedule "E" hereto, if applicable, to the satisfaction of the City. The Owner shall provide a Reference Plan for registration, indicating the Bus Pad easement, to the City Surveyor for review and approval prior to its deposit in the Land Registry Office. Such reference plan must be tied to the Horizontal Control Network in accordance with the municipal requirements and guidelines for referencing legal surveys. The Owner acknowledges and agrees to provide an electronic copy of the Transfer and a copy of the deposited reference plan to the City Solicitor prior to registration of the easement. All costs shall be borne by the Owner.

### **37. Noise Control Attenuation Measures**

The Owner acknowledges and agrees to implement the noise control attenuation measures recommended in the approved Fernbank Zens Detailed Noise Control Study, referenced in Schedule "E" of this Agreement, as follows:

- a. Buildings C, D, E, F, G, H, J, K, L, M, N, P and Q are to be equipped with central air conditioning;
- b. Buildings A, B and R are to be fitted with a forced air heating system and ducting, and shall be sized to accommodate central air conditioning;
- c. further to subsection (b) above, the location and installation of any outdoor air conditioning device(s) shall comply with the noise criteria of the Ministry of the Environment, Conservation and Parks' Publication NPC-216, dated 1993, and the 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 for Buildings C, D, E, F, G, H, J, K, L, M, N, P and Q, a review of building components (windows, walls, doors) is required and must be designed to achieve indoor sound levels within the City's and the Ministry of the Environment, Conservation and Parks' noise criteria;
- e. notice respecting noise shall be registered against the lands, at no cost to the City, and a warning clause shall be included in all agreements of purchase and sale or lease agreements, as detailed in Condition 46 below.

### **38. 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:

Buildings A, B and R: Type C – Forced Air Heating System and Ducting

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

"The Purchaser/Lessee for himself, his heirs, executors, administrators, successors and assigns acknowledges and agrees it shall identify the location and install any outdoor air conditioning device(s) so as to comply with the noise criteria of the Ministry of the Environment, Conservation and Parks' Publication NPC-216, dated 1993, and the 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."

Buildings C, D, E, F, G, H, J, K, L, M, N, P and Q: Type D – Central Air Conditioning

“The Purchaser/Lessee for himself, his heirs, executors, administrators, successors and assigns acknowledges being advised that this development 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.”

“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.”

### **39. 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 Fernbank Zens Detailed Noise Control Study referenced in Schedule “E” hereto, as approved by the City and/or the approval agencies and authorities (The Ministry of the Environment, Conservation and Parks) or noise thresholds identified in the City’s Environmental Noise Control Guidelines. The Professional Engineer shall prepare a letter to the General Manager, Planning, Real Estate 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, Real Estate 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, 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 of the information required in subsections (a) and (b) above shall be submitted to the General Manager, Planning, Real Estate and Economic Development, and shall be to his satisfaction.

### **40. Public Access Easement**

Prior to the registration of this Agreement, the Owner shall grant to the City, at no cost to the City, an unencumbered 2 metre easement for public access along the north-south pathway, as shown on the approved Site Plan referenced in Schedule “E” hereto, to the satisfaction of the City. The Owner shall provide a Reference Plan for registration, indicating the Public Access easement, to the City Surveyor for review and approval prior to its deposit in the Land Registry Office. Such reference plan must be tied to the Horizontal Control Network in accordance with the municipal requirements and guidelines for referencing legal surveys. The Owner acknowledges and agrees to provide an electronic copy of the Transfer and a copy of the deposited reference plan to the City Solicitor prior to registration of the easement. All costs shall be borne by the Owner.

**41. Private Road Naming Agreement**

The Owner acknowledges and agrees that a private road naming agreement will be required for the subject development.

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

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

**39. 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, 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.



June 2, 2022

\_\_\_\_\_  
Date

\_\_\_\_\_  
Allison Hamlin  
(A) Manager, Development Review, West  
Planning, Real Estate and Economic Development  
Department

Enclosure: Site Plan Control Application approval – Supporting Information

# SITE PLAN CONTROL APPROVAL APPLICATION SUPPORTING INFORMATION

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**File Number:** D07-12-21-0080

## **SITE LOCATION**

5331 Fernbank Road, and as shown on Document 1.

## **SYNOPSIS OF APPLICATION**

The site is located on the northeast corner of the intersection at Terry Fox Drive and Fernbank Road, with frontage also on Cope Drive. The subject site is approximately 3.68 hectares in area and is currently vacant. To the north of the site is a currently undeveloped portion of the "Van Gaal" lands and is slated for a future residential development. To the south and east, there are low and medium density residential neighbourhoods. To the west, there are various large format commercial uses, as well as an automobile service station. Additionally, the southwest corner of the site is situated along the urban boundary, which culminates at the intersection of Fernbank Road and Terry Fox Drive and continues running parallel with roads in their respective directions.

The applicant is proposing to construct a planned unit development (PUD) consisting of 16 three-storey low rise apartment buildings with 12 dwelling units each. The development will have a total of 192 dwelling units and a gross floor area of 20,084 square metres. Communal amenity spaces can be found surrounding each building and in the form of a private park block within the PUD, along Terry Fox Drive. 268 surface level parking spaces are proposed, including 230 resident parking spaces and 38 visitor parking spaces; 96 bicycle parking spaces are also proposed.

## **DECISION AND RATIONALE**

This application is approved for the following reasons:

- The proposal conforms to the applicable Official Plan policies, including the Official Plan policies relating to residential housing within the General Urban Area.
- The proposal is in compliance with all applicable zoning provisions including the provisions of the General Mixed Use, Urban Exception 2411, GM[2411] of the zoning bylaw.
- The proposed development is compatible with the surrounding uses.
- The proposed site design represents good planning.

## **PARKLAND DEDICATION**

Parkland dedication, in accordance with By-law 2009-95, is being satisfied within this approval through the taking of cash-in-lieu of parkland as detailed in the above conditions.

## **CONSULTATION DETAILS**

### **Councillor's Concurrence**

Councillor Allan Hubley was aware of the application related to this report.

Councillor has concurred with the proposed conditions of approval.

## **Public Comments**

### Summary of public comments and responses

#### 1. Concern with lack of commercial amenities within the area

- Lack of restaurants in the area
- A medical facility is needed
- Lack of gas stations

Response:

The proposal complies with the Zoning By-law. Commercial uses are not required by the zoning and residential uses are permitted.

#### 2. Concerns with increased traffic / Request for more public parking

- Traffic on Cope Drive is already quite high
- Would like a pedestrian tunnel under Cope to get to the water park

Response:

The applicant submitted a Transportation Impact Assessment, which has been reviewed by staff and has been deemed satisfactory.

The applicant is not required to provide public parking by the Zoning By-law, only parking for residents and visitors.

#### 3. Lack of greenspace / request for a public park

- Need more trees and greenspace
- Limited trees and wild spaces for birds and critters

Response:

The applicant submitted a landscape plan as part of their submission which has been reviewed by staff. Staff are satisfied that adequate trees and landscaping are provided.

The applicant is not providing a public park and therefore will be required to pay cash-in-lieu of parkland.

#### 4. Density

- The proposal is too dense
- Eliminate buildings

Staff have reviewed the proposal and are satisfied that the development meets the City's goals for intensification and provides additional housing opportunities in Kanata South.

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

All technical agency correspondence was forwarded to the applicant, and the applicant was advised to contact technical agencies directly for additional information and requirements.

## **Advisory Committee Comments**

N/A

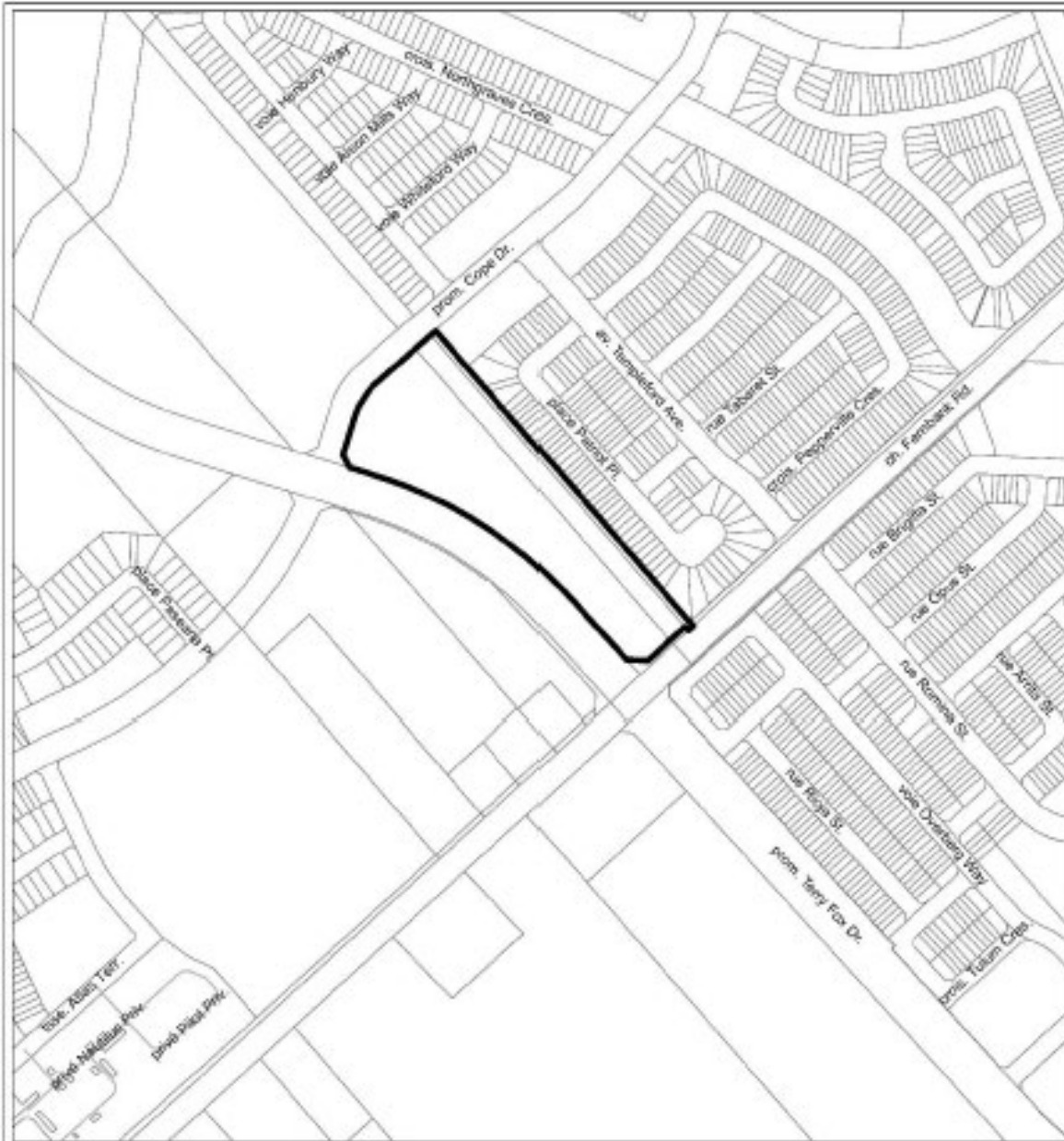
## **APPLICATION PROCESS TIMELINE STATUS**

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

**Contact:** Laurel McCreight Tel: 613-580-2424, ext. 16587 or e-mail: [laurel.mccreight@ottawa.ca](mailto:laurel.mccreight@ottawa.ca)



Document 1 – Location Map



		LOCATION MAP / PLAN DE LOCALISATION SITE PLAN / PLAN D'EMPLACEMENT	
D07-12-21-0080	21-0629-Y		
I COU2021/Site/Fernbank5331			
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