

#### SITE PLAN CONTROL APPLICATION DELEGATED AUTHORITY REPORT PLANNING, REAL ESTATE AND ECONOMIC DEVELOPMENT DEPARTMENT

Site Location: 68 Hawktree Ridge

File No.: D07-12-22-0054

Date of Application: April 1, 2022

This SITE PLAN CONTROL application submitted by Patricia Warren, Fotenn Planning + Design, on behalf of Mattamy Homes, is APPROVED as shown on the following plan(s):

- Golf Course Cart Storage Building Servicing Memorandum with Drawing Set, Site Plan, C-050, prepared by IBI Group, dated 2021-06-15, revised 2022-07-29.
- Golf Course Cart Storage Building Servicing Memorandum with Drawing Set, Servicing Plan, C-150, prepared by IBI Group, dated 2021-06-15, revised 2022-07-29.
- 3. Golf Course Cart Storage Building Servicing Memorandum with Drawing Set, Grading Plan, C-250, prepared by IBI Group, dated 2021-06-15, revised 2022-07-29.
- 4. Golf Course Cart Storage Building Servicing Memorandum with Drawing Set, Storm Drainage Area Plan, C-550, prepared by IBI Group, dated 2021-06-15, revised 2022-06-16.
- 5. Golf Course Cart Storage Building Servicing Memorandum with Drawing Set, Erosion and Sediment Control Plan, C-950, prepared by IBI Group, dated 2021-06-15, revised 2022-07-29.
- 6. Landscape Plan, L-01, prepared by NAK Design Strategies, dated June 17, 2022.

And as detailed in the following report(s):

- 7. **Golf Course Cart Storage Building Servicing Memorandum**, prepared by IBI Group, Project No.: 122507-6.2.3, dated June 24, 2022.
- 8. **Geotechnical Investigation**, Report PG4482-Revision 1, prepared by Paterson Group, dated June 6, 2022.
- 9. Geotechnical Review Grading Plan Review, prepared by Paterson Group, File No.: PG4582-MEMO.13, dated June 6, 2022.
- 10. **Tree Conservation Report**, prepared by Kilgour & Associates Ltd., dated February 3, 2022.

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. <u>Permits</u>

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, Real Estate 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, Real Estate 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, Real Estate 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, Real Estate 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, Real Estate 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, Real Estate 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, Real Estate and Economic Development, the aforesaid Works are proceeding satisfactorily toward completion. The Owner shall obtain the prior consent of the General Manager, Planning, Real Estate 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, Real Estate 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 by-laws 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 paid at the time 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. Private Approach Detail

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

#### 13. Geotechnical Investigation

The Owner acknowledges and agrees that it shall retain the services of a geotechnical engineer, licensed in the Province of Ontario, to ensure that the recommendations of the Geotechnical Investigation 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.

# 14. 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 Functional Servicing and Stormwater Management 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.

### 15. **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.

### 16. 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, 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 Plans and Reports referenced in Schedule "E" herein.

### 17. 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.

### 18. 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.

#### 19. 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.

#### 20. <u>Tree Protection</u>

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

- (a) Erect a fence at the critical root zone (CRZ) of trees, defined as ten (10 cm) centimetres from the trunk for every centimetre of trunk DBH (i.e., CRZ=DBH x 10cm);
- (b) Tunnel or bore when digging within the CRZ of a tree;
- (c) Do not place any material or equipment within the CRZ of the tree;
- (d) Do not attach any signs, notices or posters to any tree;
- (e) Do not raise or lower the existing grade within the CRZ without the approval of the General Manager, Planning, Real Estate and Economic Development;
- (f) Do not damage the root system, trunk or branches of any tree; and
- (g) Ensure that exhaust fumes from all equipment are not directed towards any tree's canopy.

#### 21. Tree Permit

The Owner acknowledges and agrees that any trees to be removed shall be removed in accordance with an approved Tree Permit and the Tree Conservation Report referenced in Schedule "E" hereto, and in accordance with the City's Tree Protection By-law, being By-Law No. 2020-340, as amended. The Owner further agrees that a copy of the approved Tree Permit and Tree Conservation Report shall be posted on the construction site at all times until Approval is granted by the City for such Works.

October 28, 2022

Date

Kelly Lodoer Unset

Kelby Lodoen Unseth Planner II, Development Review, South Planning, Real Estate and Economic Development Department

Enclosure: Site Plan Control Application approval – Supporting Information



## SITE PLAN CONTROL APPROVAL APPLICATION SUPPORTING INFORMATION

File Number: D07-12-22-0054

### SITE LOCATION

68 Hawktree Ridge, and as shown on Document 1.

The site is located in Ward 22 – Gloucester-South Nepean, northeast of the intersection of Longfields Drive and Golflinks Drive. It has a lot-area of approximately 3.17 hectares, or 31,675 square metres, and fronts on Longfields Drive. The site is part of the Stonebridge Golf and Country Club; specifically, the lands impacted are located at the southwest corner of the existing surface parking lot. The surrounding area predominantly includes low-rise residential, with the Golf and Country Club extending across Longfields Drive.

### SYNOPSIS OF APPLICATION

The proposal includes a single one-storey accessory structure, a golf cart storage facility, that is 548 square metres in area and has a maximum building height of 5.9 metres. The golf cart storage facility will accommodate 90 golf carts at maximum capacity and will be accessed from the east with egress from the west; It will have unidirectional flow. This proposal results in the reduction of 27 parking spaces, creating a new total parking space count of 187 spaces.

The golf cart storage facility will be a single storey structure with a pitched roof. It has been designed to compliment the surrounding Stonebridge subdivision and uses the same light-stone and light-coloured siding materials as the existing buildings on site. The light stone extends from the base to the approximately halfway to the top. The top half of the building, excluding the roof, uses the light, cream-coloured siding. The two garage doors for the cart storage facility will remain white.

### **DECISION AND RATIONALE**

This application is approved for the following reasons:

- The proposed golf-cart storage facility conforms with the General Urban Area designation of the City's Official Plan. The General Urban Area designation provides a range of uses including employment, leisure, and entertainment.
- Within the new City of Ottawa Official Plan, the site is defined with the Neighbourhood designation under Schedule B6. The Neighbourhood designation

which may permit low-rise development sensitive to the context of the neighbourhood.

- The site is zoned for and operates as a golf course. The construction of a golf cart shortage building as an accessory use to the existing operation is consistent with the zoning and use of the site.
- The proposed development generally represents good planning by providing appropriate and efficient land use.

## PARKLAND DEDICATION

Parkland dedication, in accordance with By-law 2009-95, is not applicable to this development.

# **CONSULTATION DETAILS**

## **Councillor's Comments**

N/A

## Public Comments

This application was <u>not</u> subject to public circulation under the Public Notification and Consultation Policy. There was no public comment received online.

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

Summary of Comments – Technical

N/A

## **Advisory Committee Comments**

## Summary of Comments – Advisory Committees

N/A

# APPLICATION PROCESS TIMELINE STATUS

This Site Plan application was not processed by the On Time Decision Date due to time required to resolve identified issues.

**Contact**: Kelby Lodoen Unseth Tel: 613-809-1984 or e-mail: Kelby.LodoenUnseth@ottawa.ca



