



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

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Site Location: 16 and 20 Cedarow Court

File No.: D07-12-19-0189

Date of Application: November 19, 2019

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This SITE PLAN CONTROL application submitted by Angela Mariani, Nautical Lands Group, on behalf of Nautical Lands Group, is APPROVED as shown on the following plan(s):

1. **Site Plan**, SP-01, prepared by Chmiel Architects inc. revision 14 dated 22-09-26.
2. **Landscape Plan**, L1.01, prepared by Levstek Consultants Inc., dated AUG. 2019, revision 7 dated MAR. 23/22.
3. **Landscape Details**, L2.01, prepared by Levstek Consultants Inc., dated AUG. 2019, revision 2 dated MAR. 23/22.
4. **Building Elevations**, A-201, prepared by Chmiel Architects Inc. revision 5 dated 22-09-26.
5. **Building Elevations**, A-202, prepared by Chmiel Architects Inc. revision 5 dated 22-09-26.
6. **Notes and Legend Plan**, NL-1, prepared by Stantec Consulting Ltd., revision 5, dated July 14, 2022.
7. **Site Servicing Plan**, EX-1, prepared by Stantec Consulting Ltd., revision 5, dated July 14, 2022.
8. **Site Servicing Plan**, SSP-1, prepared by Stantec Consulting Ltd., revision 5, dated July 14, 2022.
9. **Grading Plan**, GP-1, prepared by Stantec Consulting Ltd., revision 5, dated July 14, 2022.
10. **Erosion Control Plan and Detail Sheet**, EC/DS-1, prepared by Stantec Consulting Ltd., revision 5, dated July 14, 2022.
11. **Storm Drainage Plan**, SD-1, prepared by Stantec Consulting Ltd., revision 5, dated July 14, 2022.
12. **Sanitary Drainage Plan**, SA-1, prepared by Stantec Consulting Ltd., revision 5, dated July 14, 2022.
13. **Redi Rock Retaining Wall Design**, PG4772-2, prepared by Paterson Group, dated February 2022.

And as detailed in the following report(s):

1. **Servicing and Stormwater Management Brief**, prepared by Stantec Consulting Ltd., project no. 160401511, revision 4, dated July 14, 2022.
2. **Geotechnical Investigation**, prepared by Paterson Group Inc., report PG4772-1, revision 2, dated February 17, 2022.
3. **Butternut Services Technical Memorandum, 20 Cedarow Court, Ottawa, Ontario**, prepared by Golder, dated February 8, 2022.
4. **Environmental Impact Study 20 Cedarow Court, Ottawa, Ontario**, prepared by Pinchin, dated February 18, 2022.
5. **Noise Feasibility Study Proposed Retirement Facility, Phase 2 20 Cedarow Court Stittsville, Ontario**, prepared by HGC Engineering, dated November 12, 2019.
6. **Tree Conservation Report 20 Cedarow Court, Part Lot 27, Concession 12, Goulbourn Township Carleton County, Ottawa**, prepared by Golder, dated May 15, 2020.
7. **Phase I Environmental Site Assessment 16 and 20 Cedarow Court, Ottawa, Ontario**, prepared EXP Services Inc., dated May 29, 2018.
8. **Stage 2 Archaeological Assessment, 5731 Hazeldean Road, Concession 12, Lot 27, Goulbourn Township, Carleton County City of Ottawa**, prepared by Golder Associates, dated May 11, 2016.
9. **20 Cedarow Court Wellings Phase 2 Transportation Impact Assessment Final Report**, prepared by Stantec, dated August 10, 2020.

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

## **Requirements**

N/A

## **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, 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. **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, Real Estate 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, Real Estate 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, 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.

10. **Development Charges**

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

**Special Conditions**

11. **Private Approach Detail**

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.

12. **Private Access**

The Owner acknowledges and agrees that all private accesses to Roads shall comply with the City's Private Approach By-Law being By-Law No. 2003-447 as amended, or as approved through the Site Plan control process.

13. **Slope Stability**

The Owner shall have a Professional Structural Engineer and a Soils Engineer, licensed in the Province of Ontario to inspect and confirm the constructed retaining walls have been constructed in accordance with the Slope Stability Analysis within the Geotechnical Investigation Report (the "Report") and the Redi Rock Retaining Wall Design referenced in Schedule "E" herein.

14. **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.

15. **Geotechnical - Encroachments**

The geotechnical report has recommended a method of shoring that may encroach onto the adjacent property or onto the City right-of-way. Please note that the applicant is required to obtain the approval of the adjacent property Owner and/or receive municipal consent for any works within the right-of-way prior to the installation of any encroachments. For encroachments within the ROW the applicant shall ensure that there will be no conflicts between the proposed shoring method and the municipal services or utilities in the ROW.

16. **Retaining Wall**

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

17. **Retaining Wall - Stability**

The Owner acknowledges and agrees to install the proposed retaining walls in accordance with the approved Retaining Wall Design in the approved Geotechnical Report and as shown on the approved Site Plan, both referenced in Schedule "E" hereto. The Owner shall provide written confirmation, satisfactory to the General Manager, Planning, 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 approved Redi Rock Retaining Wall Design for 16 & 20 Cedarow Court. 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 acknowledges and agrees to retain the services of a Professional Structural Engineer and a Soils Engineer, licensed in the Province of Ontario, to inspect any retaining walls on the subject lands and confirm that the retaining walls have been constructed in accordance with the approved retaining wall details.

18. **Below Grade Parking Area and Depressed Driveways**

- (a) The Owner acknowledges and agrees that during major storm events, depressed driveways and below grade parking areas may be subject to flooding due to drainage from the road allowance. The Owner further acknowledges and agrees that the City shall not be liable for flooding claims. The Owner further acknowledges that it is recommended that backwater valves be installed on catch basins located in depressed driveways.
- (b) The Owner acknowledges and agrees that a notice-on-title respecting below grade parking areas and depressed driveways, as contained in Clause 19 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.

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

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

“The Purchaser/Lessee for himself, his heirs, executors, administrators, successors and assigns acknowledges being advised that during major storm events, depressed driveways and below grade parking areas may be subject to flooding due to drainage from the road allowance. The Purchaser/Lessee further acknowledges being advised that the City of Ottawa shall not be liable for flooding claims. Backwater valves are recommended for installation on catch basins located in depressed driveways.”

“The Purchaser/Lessee covenants with the Vendor/Lessor that the above clauses, verbatim, shall be included in all subsequent agreements of purchase and sale, and lease agreements for the lands described herein, which covenant shall run with the said lands.”

20. **Stormwater Management Memorandum**

Prior to registration of this Agreement, the Owner acknowledges and agrees to provide the General Manager, Planning, Real Estate and Economic Development, with a memorandum prepared by a Professional Engineer, licensed in the Province of Ontario, confirming that the designed roof-top scuppers and associated spill point elevations will be set equivalent to the top of the control weir of the approved roof drain elevation(s). The Owner further acknowledges and agrees that said

memorandum shall be to the satisfaction of the General Manager, Planning, Real Estate and Economic Development, and all associated costs shall be the Owner's responsibility.

21. **Protection of City Sewers**

(a) Prior to the issuance of a building permit, the Owner shall, at its expense:

(i) obtain a video inspection of the:

1. City sanitary Sewer System within Hazeldean Road along the length of sewer beginning one maintenance hole upstream of the connection maintenance hole and ending one maintenance hole downstream of the connection maintenance hole;
2. City storm Sewer System within Cedarow Court along the length of sewer from MHST09131 to MHST09130;

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:

1. City sanitary Sewer System within Hazeldean Road along the length of sewer beginning one maintenance hole upstream of the connection maintenance hole and ending one maintenance hole downstream of the connection maintenance hole;
2. City storm Sewer System within Cedarow Court along the length of sewer from MHST09131 to MHST09130;

to determine if the City Sewer Systems sustained any damages as a result of construction on the lands; and

(ii) assume all liability for any damages caused to the:

1. City sanitary Sewer System within Hazeldean Road along the length of sewer beginning one maintenance hole upstream of the connection maintenance hole and ending one maintenance hole downstream of the connection maintenance hole;
2. City storm Sewer System within Cedarow Court along the length of sewer from MHST09131 to MHST09130;

and compensate the City for the full amount of any required repairs to the City Sewer Systems.

22. **Inlet Control Devices (ICDs)**

The Owner acknowledges and agrees to install and maintain in good working order the required roof-top and in-ground stormwater inlet control devices, as recommended in the approved Servicing and SWM Brief, referenced in Schedule

“E” herein. The Owner further acknowledges and agrees it shall assume all maintenance and replacement responsibilities in perpetuity. The Owner shall keep all records of inspection and maintenance in perpetuity, and shall provide said records to the City upon its request.

23. **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.

24. **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.

25. **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.

26. **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.



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

- (a) 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 (the "Notification Letter").
- (b) The Owner acknowledges and agrees that the Notification Letter(s) shall be in compliance with City Standard S.P. No. F-1201 and to the satisfaction of the General Manager, Planning, Real Estate and Economic Development. Pursuant to City Standard S.P. No. F-1201, the Owner or its agents, contractors and subcontractors shall provide written notice to all owners and tenants of any building and/or facility located within a minimum of one hundred and fifty (150) metres from the blasting location at a minimum of fifteen (15) business days prior to any blasting. The Owner further acknowledges and agrees that it shall provide a copy of the Notification Letter(s) to the General Manager, Planning, Real Estate and Economic Development prior to any blasting activities.

28. **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.

29. **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.

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

- (a) The Owner acknowledges and agrees to enter into, or to update the existing 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, overland drainage conveyances 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.

31. **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.

32. **On-Site Parking**

- (a) The Owner acknowledges and agrees that units within the proposed building(s) may not be provided with on-site parking. In the event any future tenant or purchaser wishes to have parking, the Owner acknowledges that alternative and lawful arrangements may need to be made to address parking needs at an alternate location and such arrangements are solely the responsibility of the person seeking parking. The Owner further acknowledges and agrees the availability and regulations governing on-street parking vary; that access to on-street parking, including through residential on-street parking permits issued by the City cannot be guaranteed now or in the future; and that a tenant or purchaser intending to rely on on-street parking for their vehicle or vehicles does so at their own risk.
- (b) The Owner acknowledges and agrees that a notice-on-title respecting on-site parking, as contained in Clause 33 below, 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.

33. **On-Site Parking - Notice on Title**

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 unit being sold/rented may not be provided with any on-site parking. Should the Purchaser/Lessee have a vehicle for which they wish to have parking, alternative and lawful arrangements may need to be made to address their parking needs at an alternate location and that such arrangements are solely the responsibility of the person seeking parking. The Purchaser/Lessee acknowledges that the availability and regulations governing on-street parking vary; that access to on-site street parking, including through residential on-street parking permits issued by the City of Ottawa cannot be guaranteed now or in the future; and that the Purchaser/Lessee intending to rely on on-street parking for their vehicle or vehicles does so at their own risk."

"The Purchaser/Lessee covenants with the Vendor/Lessor that the above clause, 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."

34. **Noise Control Attenuation Measures**

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

- (a) each unit is to be equipped with central air conditioning;
- (b) each unit is to be fitted with a forced air heating system and ducting, and shall be sized to accommodate central air conditioning;
- (c) an acoustic barrier 2.2 metres in height along the west property line parallel to the façade facing Cedarow Court;
- (d) 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.

- (e) 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;
- (f) 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 35 below.

35. **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 for the units identified below shall contain the following clauses, which shall be covenants running with the subject lands.

Units facing Hazeldean Road, Cedarow Court, and Phase 1 (2500 Wellings Private):

Type A – Increasing Roadway Traffic

“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.”

Units facing Hazeldean Road, Cedarow Court, and Phase 1 (2500 Wellings Private):

Type B – Increasing Roadway Traffic

“The Purchaser/Lessee for himself, his heirs, executors, administrators, successors and assigns acknowledges being advised that despite the inclusion of noise control features in this development and within building units, noise levels from 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.”

Units facing Hazeldean Road, Cedarow Court, and Phase 1 (2500 Wellings Private):

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."

Units facing Cedarow Court:

Type D – Central Air Conditioning

"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."

36. **Certification Letter for Noise Control Measures**

- (a) The Owner acknowledges and agrees that upon completion of the development and prior to occupancy and/or final building inspection, it shall retain a Professional Engineer, licensed in the Province of Ontario with expertise in the subject of acoustics related to land use planning, to visit the lands, inspect the installed noise control measures and satisfy himself that the installed recommended interior noise control measures comply with the measures in the Noise Feasibility 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, lot numbers, building identification, drawing numbers, noise study report number, dates of relevant documents and in particular reference to the documents used for the building permits and site grading applications. The Certification Letter(s) shall bear the certification stamp of a Professional Engineer, licensed in the Province of Ontario, and shall be signed by said Professional Engineer, and shall be based on the following matters:
- (i) Actual site visits, inspection, testing and actual sound level readings at the receptors;
  - (ii) Previously approved Detailed Noise Control Studies, Site Plan and relevant approved Certification Letters (C of A) or Noise thresholds of the City's Environmental Noise Control Guidelines; and
  - (iii) Non-conditional final approval for release for occupancy.

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.

37. **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.

38. **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.

39. **Waste Collection**

The Owner acknowledges and agrees that residential cart (and/or container) garbage, recycling, and organic waste collection will be provided by the City from a centralized refuse room or area. The Owner shall provide, at its own expense, adequate storage for the containers and carts and acknowledges it is recommended that they be placed on a concrete floor. The Owner shall provide an adequately constructed road for direct access to the garbage/recycling/organic waste storage room or area suitable for garbage/recycle/organic waste collection vehicles. Any additional services (i.e. winching of containers) may result in extra charges.

The Owner acknowledges and agrees that garbage, recycling, and organic waste collection will not be provided by the City and it shall make appropriate arrangements with a private contractor for garbage, recycling, and organic waste collection at the Owner's sole expense. The Owner shall consult a private contractor regarding any access requirements for garbage and/or recycling and organic waste collection.

40. **Tree Protection**

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

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

41. **Tree Permit**

The Owner acknowledges and agrees that any trees to be removed shall be removed in accordance with an approved Tree Permit and Tree Conservation Report, and in accordance with the City's Tree Protection By-law, being By-Law No.



2020-340, as amended. The Owner further acknowledges and agrees that a copy of the approved Tree Permit and Tree Conservation Report shall be posted on the construction site at all times until Approval is granted by the City for such Works.

42. **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.

43. **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, Real Estate and Economic Development, and in accordance with the City's Permanent Signs on Private Property By-law No. 2016-326, as amended.

44. **Poole Creek Restoration Planting Plan**

The Owner acknowledges and agrees to implement the works in the Poole Creek Corridor as shown on the Restoration Planting Plan in Appendix G of the approved Environmental Impact Statement and on approved Landscape Plan, referenced in Schedule E herein. The Owner further acknowledges and agrees to prepare a Restoration Monitoring Report within one year of completing the works identified on the Restoration Planting Plan to the satisfaction of the General Manager, Planning, Real Estate and Economic Development Department.

The Owner acknowledges and agrees to provide securities in the amount equal to 100% of the cost of works to implement the Restoration Planting Plan shown in Appendix G of the approved Environmental Impact Statement identified in Schedule "E" herein. The Owner further acknowledges and agrees that the securities will not be released until the implementation of the Restoration Planting Plan is completed to the satisfaction of the General Manager, Planning, Real Estate and Economic Development Department.

45. **Wildlife Exclusion Fencing**

The Owner acknowledges and agrees to install wildlife exclusion fencing or equivalent for turtles along the northern property boundary (abutting Poole Creek lands) to deter any species from entering the construction area, which is to not be removed until all site works are completed to the satisfaction of the General Manager, Planning, Real Estate and Economic Development.

46. **Watercourse Setback**

The Owner acknowledges and agrees to establish a “No Touch/No Development” setback from the Poole Creek watercourse as shown on the approved Site Plan and Landscape Plan, referenced in Schedule “E” herein, to the satisfaction of the Mississippi Valley Conservation Authority and the General Manager, Planning, Real Estate and Economic Development Department. The Owner further acknowledges and agrees that only works shown on the approved plans, referenced in Schedule “E” herein, are to be implemented and that no snow storage is permitted on these lands.

47. **Phasing**

The Owner acknowledges and agrees that the proposed development will be constructed in Phases as shown on the approved Site Plan referenced in Schedule “E” herein. The Owner acknowledges and agrees that this Site Plan Control approval and agreement pertains to the development of Phase 2 and Phase 3, as shown on the approved Site Plan referenced in Schedule “E” herein, and this Site Plan Approval is subject to the Owner entering into an Amending Site Plan Agreement, for the lands shown as Phase 4 on the approved Site Plan referenced in Schedule “E” herein, the payment of any applicable fees and securities, and any other requirements that the City may require, all to the satisfaction of the General Manager, Planning, Real Estate and Economic Development.

48. **Interim Conditions of Phase 4**

The Owner acknowledges and agrees to instate groundcover on the Phase 4 lands to the satisfaction of the General Manager, Planning, Real Estate and Economic Development. The Owner further acknowledges and agrees to maintain the property in accordance with the Property Standards By-law (By-law No. 2013-416) until construction of Phase 4.



November 25, 2022

\_\_\_\_\_  
Date

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



## SITE PLAN CONTROL APPROVAL APPLICATION SUPPORTING INFORMATION

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**File Number:** D07-12-19-0189

### SITE LOCATION

16 and 20 Cedarow Court, and as shown on Document 1.

### SYNOPSIS OF APPLICATION

The subject site is a vacant, irregularly-shaped parcel with an approximate area of 22,124 square metres. It is located along the north side of Hazeldean Road, between Wellings Private and Cedarow Court. Surrounding land uses include a cluster of commercial uses to the west located on Cedarow Court; a seniors residential apartment building (Wellings of Stittsville) to the east; future development lands to the south, across Hazeldean Road; and, Pool Creek to the north.

On February 11, 2022, the owner obtained a minor variance from the Committee of Adjustment (File No. D08-02-21/A-00440) permitting a maximum building height of 21.15 metres for the Phase 2 and 3 buildings. No appeals were received.

The development proposal includes the construction of two, six-storey mixed-use residential apartment buildings with a total of 284 units and 769 square metres of commercial space. Both buildings are L-shaped; the buildings occupy the Hazeldean Road frontage and extend along the side lot lines creating a courtyard and space for visitor parking. Communal amenity space is provided in the outdoor courtyard area between the two proposed buildings, as well as activity rooms available for resident use provided throughout the interior of the buildings. Private amenity space is provided as balconies, which are accessible through individual units. Parking is mainly located within one level of underground parking, with additional spaces located at grade.

The proposed development will be constructed in several phases, identified as “Phase 2”, “Phase 3”, and “Phase 4” on the approved site plan. Phase 1 was previously approved through a separate application (File No. D07-12-16-0046). Only Phases 2 and 3 are subject to this approval. Phase 4 is to be subject to a future site plan control application.

Restoration works to Pool Creek are also required as part of the proposed development. A Restoration Planting plan has been prepared by the applicant, which will be implemented as part of the development.

## DECISION AND RATIONALE

This application is approved for the following reasons:

- The proposal conforms to the Mainstreet Corridor designation of the Official Plan (2021).
- The proposal conforms to all relevant provisions of the Zoning By-law, including those specific to the AM9 zone and exception 474.
- A minor variance has been obtained from the Committee of Adjustment permitting a maximum building height of 21.15 metres (File No. D08-02-21/A-00440).
- A restoration planting plan for the portion of Poole Creek abutting the subject site will be implemented as part of the proposed development.
- Conditions of approval have been included in this report in order to ensure that the proposed development is constructed in conformity with City policies and guidelines.
- The applicant has adequately resolved the comments received during the technical review process.
- The proposed development contributes to the creation of medium-density and mixed-use development along Hazeldean Road and represents good planning.

## PARKLAND DEDICATION

Parkland dedication, in accordance with By-law 2022-280, is being satisfied within this approval through the taking of cash-in-lieu of parkland as detailed in the above conditions.

## URBAN DESIGN REVIEW PANEL

The Site Plan Control application was subject to the Urban Design Review Panel process. A formal review meeting was held on September 2, 2020.

The panel's recommendations from the formal review meeting are:

### Summary

- The Panel thanked the proponent for the changes that have been made since the previous iteration. The surface parking, pedestrian connectivity, connection to nature, and internalized loading are good improvements. The proposal has largely improved.
- The Panel comments related primarily to nuancing the building design, ~~and~~ improving the pedestrian nature of the courtyard and strengthening connection to the ravine to the north.

## **Massing and Building Design**

- The Panel supports the massing changes made along Hazeldean Road. The breaking up of the volume into two parts greatly improves the façade.
- Explore the possibility of splitting up the mass of the building along the northern edge to create a stronger connection between the river valley and the courtyard. Density could potentially be redistributed to the five-storey wings to recapture gross floor area or a highly transparent ground floor could be introduced that would visually connect the two spaces.
- Consider more contrast in the colour of the building materials. This may help to break up the long facades.

## **Courtyard Space and Parking**

- The Panel appreciates the proponent's efforts to reduce surface parking and encourages the team to continue to study how the space may be designed to prioritize pedestrians, rather than vehicles.
- Continue to reduce the amount of surface parking to improve pedestrian connectivity through the courtyard space. Perhaps the underground parking could be increased to 1.5 levels and the number of surface parking could be reduced.
- The Panel strongly recommends that the proponent continue to reduce the impacts of the underground parking entrances, preferably by eliminating one ramp, narrowing the entrances, and/or integrating them into the built form. There are currently too many tight pedestrian routes sandwiched between the ground floor and parking or garage entrances.
  - Narrow the ramps and soften their edges with landscaping. This would improve the relationship with ground floor units and improve pedestrian connections.
  - Explore the possibility of relocating the garage entrances under Phase 4 and building on top of them.
  - Consider combining the two ramps in one central garage entrance location.

## **Relationship to Public Realm**

- The Panel appreciates that this will be an internally facing building due to its use, but encourages the proponent to continue to explore opportunities to have some indoor uses spill out into the outdoor spaces. The bistro, for example, should connect to the outside and have an associated seating area.
- Continue to study the proposal's relationship with Hazeldean Road and Wellings Private, particularly how the units relate to the streets. Pedestrian eye-level views and renderings would help to evaluate this relationship. There are currently inconsistencies between the renderings and the landscape plan.

## **Landscape Design**

- The Panel recommends drawing on the naturalized vocabulary of the creek and wooded area landscape to inspire the landscape treatment of this development. This treatment could include using native materials in the central bosque and lining the driveway between Phases 1 and 2.
- The entrance to the building and the central walkway must maintain their presence as important elements.

The Panel was successful in aiding in the implementation of the following:

- Reduction in surface parking to strengthen the pedestrian connection between the proposed buildings, courtyard and the Pool Creek Corridor.
- Massing of the building enhanced to better address the Hazeldean Road streetscape.
- More native species utilized in the landscaping design to address the relationship to Poole Creek.

### **Councillor's Comments**

Councillor Glen Gower was aware of the application related to this report. Councillor has concurred with the proposed conditions of approval.

### **Public Comments**

This application was subject to public circulation under the Public Notification and Consultation Policy. There were public comments received online and staff considered these comments.

#### Summary of public comments and responses

##### Comment

Concerns that the proposed development will eliminate the overflow parking lot currently serving Phase 1.

##### Response

The Phase 1 development is meeting the minimum visitor and resident parking requirements in the Zoning By-law, and therefore additional parking located on the subject site is not required and can be removed.

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

#### Mississippi Valley Conservation Authority (MVCA)

The applicant has worked with the MVCA throughout the development review process to address concerns with the presence of butternut trees on site, as well as restoration

requirements associated with the Poole Creek ravine immediately to the north of the subject site. The approved Butternut Services Technical Memorandum and Environmental Impact Study have been reviewed by the MVCA. All comments have been resolved.

### Hydro Ottawa

The applicant has been provided comments from Hydro Ottawa, which are to be addressed directly with Hydro Ottawa.

### Bell Canada

The applicant has been provided comments from Bell Canada, which are to be addressed directly with Bell Canada.

## **Advisory Committee Comments**

### Accessibility Advisory Committee

#### Comments

1. The developer is to be commended on the provision of a variety of accessible suites in the proposal.
2. In the 6-storey 220-unit building, 40 units (18.2%) are designated barrier-free, which is excellent.
3. However, ensure the barrier-free units comply with City of Ottawa Accessible Design Standards and the CSA B651 Accessible Design for the Built Environment –Residential. Specifically, clearances at doors ensure 600mm push and 300mm pull clearances are provided. Washrooms and kitchens have counter tops at accessible heights. Access to outdoor balcony space is accessible, thresholds, door clearances, turn around, etc.
4. Note suites at grid M19 and M7 are mislabeled as 2-bedroom plus den, should be 1 bedroom plus den.
5. Ensure a comparable number of parking spaces are provided meeting the City of Ottawa standards for accessible parking spaces.
6. Ensure access to public amenity space on 6th floor terraces; ie., thresholds, door clearances.
7. Given the percentage of accessible units, recommend that all units be visit-able; for example, unit entry doors should have accessible width and clearances.
8. Given the number of barrier-free units per floor (8), consider “areas of refuge” at exit stairs complete with emergency call buttons.

9. Phase 4 – the 5-storey building does not appear to have any accessible units. Please confirm.

#### Response

The proposed buildings will be required to meet the accessibility requirements contained within Ontario Building Code. Accessible parking is provided at the rate specified in the City of Ottawa Accessible Design Standards. Phase 4 is not longer subject to this approval.

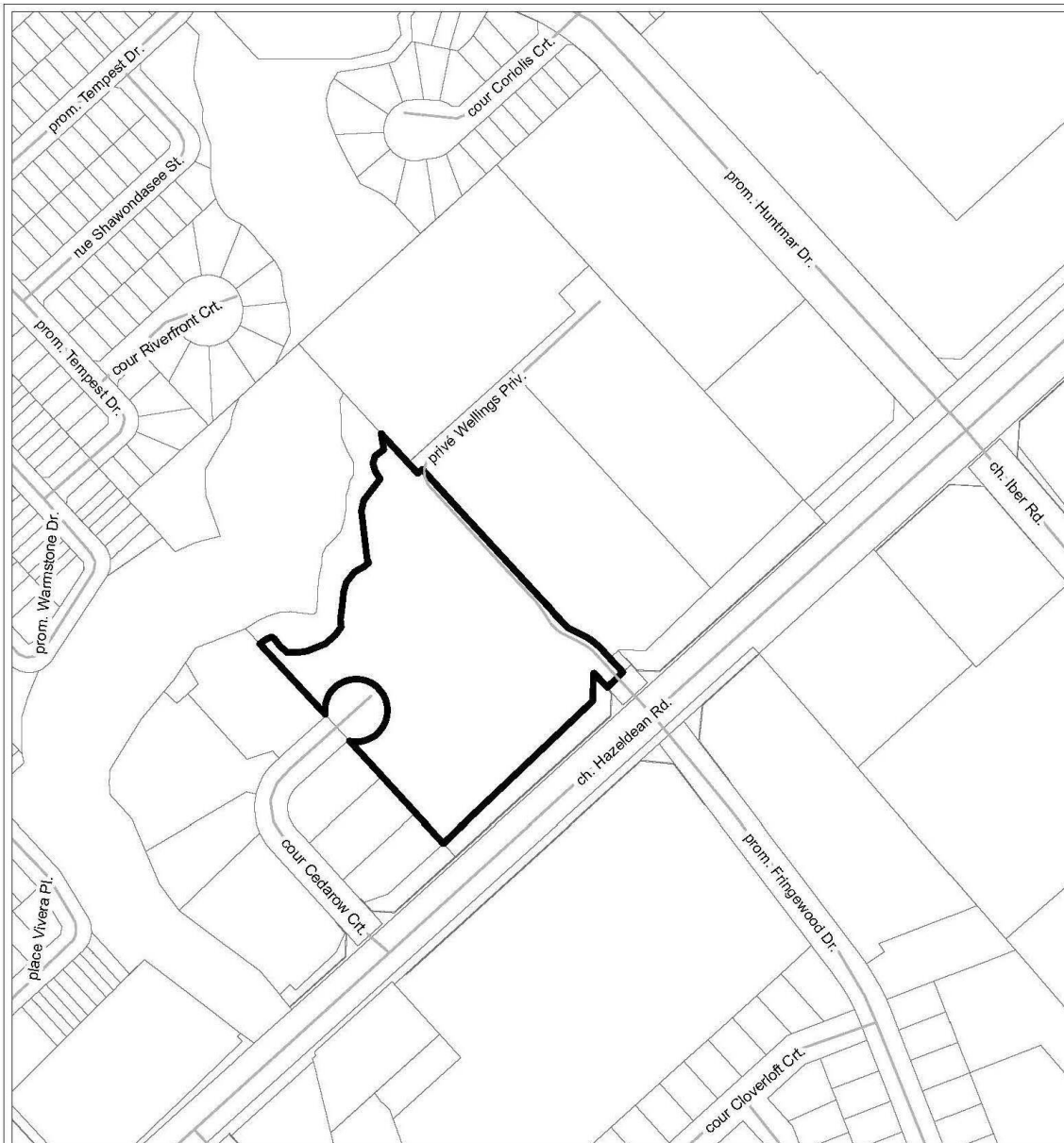
#### **APPLICATION PROCESS TIMELINE STATUS**


This Site Plan application was not processed by the On Time Decision Date due the complexity of issues associated with environmental requirements associated with the Poole Creek Ravine abutting the site and servicing.

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



# Document 1 – Location Map



	
D-07-12-19-0189	20-0076-B
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REVISION / RÉVISION - 2020 / 06 / 30	

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



**16, 20 cour Cedarow Ct.**



NOT TO SCALE