



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

Site Location: 585 Bobolink Ridge

File No.: D07-12-21-0230

Date of Application: December 23, 2021

This SITE PLAN CONTROL application submitted by Peter Hume, HP Urban, on behalf of Michelle Taggart, CRT Development Inc., is APPROVED as shown on the following plan(s):

1. **Site Plan**, Dwg. No. 18462, prepared by Annis O'Sullivan and Vollebekk Ltd., dated June 9, 2021, Revision 11 dated December 22, 2022.
2. **Landscape Plan**, L1, prepared by Gino J. Aiello Landscape Architect, dated January 2022, Revision 5 dated December 23, 2022.
3. **General Notes**, Sheet 1, prepared by DSEL, dated 22-01-13, Revision 5 dated 22-12-19.
4. **Standard Roadway Cross Sections**, Sheet 2, prepared by DSEL, dated 22-01-13, Revision 5 dated 22-12-19.
5. **Details and Table**, Sheet 3, prepared by DSEL, dated 22-01-13, Revision 5 dated 22-12-19.
6. **Storm Storage Chamber Details**, Sheet 4, prepared by DSEL, dated 22-01-13, Revision 5 dated 22-12-19.
7. **General Plan**, Sheet 5, prepared by DSEL, dated 22-01-13, Revision 5 dated 22-12-19.
8. **Private Road 1**, Sheet 6, prepared by DSEL, dated 22-01-13, Revision 5 dated 22-12-19.
9. **Private Road 1**, Sheet 7, prepared by DSEL, dated 22-01-13, Revision 5 dated 22-12-19.

10. **Private Road 2**, Sheet 8, prepared by DSEL, dated 22-01-13, Revision 5 dated 22-12-19.
11. **Private Road 2**, Sheet 9, prepared by DSEL, dated 22-01-13, Revision 5 dated 22-12-19.
12. **Private Road 2**, Sheet 10, prepared by DSEL, dated 22-01-13, Revision 5 dated 22-12-19.
13. **Servicing Block**, Sheet 11, prepared by DSEL, dated 22-01-13, Revision 5 dated 22-12-19.
14. **Grading Plan**, Sheet 12, prepared by DSEL, dated 22-01-13, Revision 5 dated 22-12-19.
15. **Cross Section**, Sheet 13, prepared by DSEL, dated 22-01-13, Revision 5 dated 22-12-19.
16. **Sanitary Drainage Plan**, Sheet 14, prepared by DSEL, dated 22-01-13, Revision 5 dated 22-12-19.
17. **Storm Drainage Plan**, Sheet 15, prepared by DSEL, dated 22-01-13, Revision 5 dated 22-12-19.
18. **Static Ponding Plan**, Sheet 16, prepared by DSEL, dated 22-01-13, Revision 5 dated 22-12-19.
19. **Erosion and Sediment Control Plan Stage 1**, Sheet 17, prepared by DSEL, dated 22-01-13, Revision 5 dated 22-12-19.
20. **Erosion and Sediment Control Plan Stage 2**, Sheet 7, prepared by DSEL, dated 22-01-13, Revision 5 dated 22-12-19.
21. **Type A Elevations**, A-8, prepared by Tamarack Homes, dated March 2013.
22. **Type A Elevations End Unit**, A-7, prepared by Tamarack Homes, dated March 2013.
23. **Type B Elevations**, A-8, prepared by Tamarack Homes, dated March 2013.
24. **Type B Elevations End Unit**, A-7, prepared by Tamarack Homes, dated March 2013.
25. **Type C Elevations**, A-8, prepared by Tamarack Homes, dated March 2013.

And as detailed in the following report(s):

26. **Environmental Summary Memorandum**, PE5528-MEMO.01, prepared by Paterson Group, dated April 8, 2022.
27. **Environmental Noise Control Study**, PG5857-1, prepared by Paterson Group, Revision 1 dated June 13, 2022
28. **Design Brief for 585 Bobolink Ridge Tamarack Homes**, prepared by DSEL, Revision 2 dated June 10, 2022.
29. **Geotechnical Investigation**, Report PG5858-1, prepared by Paterson Group, July 5, 2021.

And subject to the following General and Special Conditions:

General Conditions

1. Execution of Agreement Within One Year

The Owner shall enter into this Site Plan Control Agreement, including all standard and special conditions, financial and otherwise, as required by the City. In the event that the Owner fails to sign this Agreement and complete the conditions to be satisfied prior to the signing of this Agreement within one (1) year of Site Plan 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. Notices on Title – Siwash Private Access Turning Restrictions

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 acknowledge being advised that the southbound left turn from Putney Crescent onto northbound Siwash Private, and the reverse movement (southbound Siwash Private to northbound Putney Crescent), are restricted as they do not accommodate a heavy vehicle.

“The Purchaser/Lessee further acknowledges being advised that the City of Ottawa will not take responsibility for any collisions or issues that arise as a result of this turning movement not being accommodated.”

“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.”

12. Noise Control Attenuation Measures

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

- a. All units within Buildings A, B, C and D are to be equipped with central air conditioning;
- b. All units within Buildings E, F, G, and H 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, 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 paragraph 13 below.

13. 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:

All units within Buildings E, F, G, and H: 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."

All units within Buildings A, B, C and D: 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.”

14. 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 Environmental 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, unit numbers, building identification, drawing numbers, noise study report number, dates of relevant documents and in particular reference to the documents used for the building permits and site grading applications. The Certification Letter(s) shall bear the certification stamp of a Professional Engineer, licensed in the Province of Ontario, and shall be signed by said Professional Engineer.

All 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.

15. 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.

16. 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.

17. 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 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.

18. Geotechnical - Encroachments

The Owner acknowledges and agrees that the underground stormwater management chambers being installed adjacent to the Robert Grant Avenue right-of-way shall be installed in accordance with Paterson Group, Geotechnical Memo P5858-Memo.01, dated September 1, 2022.

The Owner acknowledges and agrees that no encroachments shall be permitted within the Robert Grant right-of-way. The Owner further agrees that the Robert Grant right-of-way shall be protected at all times during any above ground works and grading works and all underground servicing works associated with the 785 Bobolink site. A pre-construction survey of the adjacent Robert Grant right-of-way shall be performed prior to any on-site works having commenced. A post construction survey shall also take place 6 months following the completion of works associated with 785 Bobolink.

19. Soil Management

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

20. Protection of City Sewers

- a. Prior to the issuance of a building permit, the Owner shall, at its expense:
 - i. obtain a video inspection of the City Sewer System for one sewer running upstream and one running downstream of sanitary and storm sewer connections. This shall be completed prior to any construction to determine the condition of the existing City Sewer System prior to construction on the lands and to provide said video inspection to the General Manager, Planning, 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 System for one sewer running upstream and one sewer running downstream of sanitary and Storm sewer connections 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 for one sewer running upstream and one sewer running downstream of the sanitary and storm sewer connections and compensate the City for the full amount of any required repairs to the City Sewer System.

21. Inlet Control Devices (ICDs)

The Owner acknowledges and agrees to install and maintain in good working order the required stormwater inlet control devices, as recommended in the approved Design Brief, Prepared by DSEL, dated June 10, 2022, 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.

22. 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.

23. 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.

24. 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.

25. Private Drainage Agreement

The Owner shall enter into a Private Drainage Agreement with the adjacent 723 Putney Crescent property owners, which shall be binding upon the owners and all subsequent purchasers, to deal with mutual rights for surface drainage, in accordance with the site plan approval issued by the City of Ottawa. The Private Drainage Agreement shall be registered on title, of those properties listed in the Agreement, at no cost to the City, and a copy shall be filed with the City, to the satisfaction of the General Manager, Planning, Real Estate and Economic Development Department.

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. 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.

28. 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, Infrastructure and Water 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, Infrastructure and Water Services when such repairs have been completed.

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. Phasing

The Owner acknowledges and agrees that until such time as 723 Putney has received a Commence Work Notification, the part of 585 Bobolink which is to be utilizing the storm outlet through 723 Putney will not be able to proceed or serviced. The parts of 585 Bobolink which are not to proceed prior to the time that 723 Putney has received a Commence Work Notification are Phase 2 on approved Plans.

31. 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.

32. Joint Use, Maintenance and Liability Agreement

- a. The Owner acknowledges and agrees that they shall enter into a Joint Use, Maintenance agreement with 723 Putney.
- b. The Owner acknowledges and agrees that should the lands be severed in the future by means other than a Declaration of a Condominium, it shall ensure that the future owner of the freehold units shall enter into a Joint Use, Maintenance and Liability Agreement which shall be binding upon the owners and all subsequent purchasers to deal with the joint use, maintenance and liability of the common elements, including but not limited to any private roadway(s) and concrete sidewalks; common grass areas; common party walls, exterior walls; common structural elements such as the roof, foundations; common parking areas; sewers and watermain, 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.
- c. 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 32 (a) above.
- d. 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.

- e. 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.

33. Street Name and Signs

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

34. 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.

35. Easements

Prior to Commence Work Notice or Building Permit issuance for any works in Phase 2, the Owner shall be responsible to obtain an Easement across City owned Block 342, for the purpose of crossing with a storm sewer. The Owner shall provide a Reference Plan for registration, indicating the storm sewer 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.

Access Easement to City

The Owner acknowledges and agrees it shall grant to the City, at the Owner's expense, a Blanket Easement over the lands, with the right and license of free, uninterrupted, unimpeded and unobstructed access to the City to enter on and to pass at any and all times, on, over, along and upon the lands with or without vehicles, supplies, machinery and equipment for all purposes necessary or convenient to construct, maintain, repair and replace the Private Watermains, Private Service Posts and fire hydrants at the Owner's expense. The Owner acknowledges and agrees that notwithstanding the rights granted to the City under the grant of easement, the Owner remains responsible at all times for the maintenance, inspection, alteration, repair, replacement and reconstruction of the utility in the said lands during their term of use. The Owner acknowledges and agrees to provide an electronic copy of the Transfer of Easement prior to the execution of this Agreement by the City, to the satisfaction of the City Solicitor. All costs shall be borne by the Owner.

36. Waste Collection

The Owner acknowledges and agrees that the City will provide curb-side cart (and/or container) garbage, recycling, and organic waste collection for the residential units. The Owner acknowledges and agrees that it is recommended that the containers and carts be placed on a concrete floor where being stored.

37. Maintenance and Liability Agreement for Walkway

The Owner acknowledges and agrees it shall be required to enter into a Maintenance and Liability Agreement with the City, for all decorative paving, and walkway portions, and street furnishings placed in the City's right-of-way along Putney Crescent and Robert Grant Avenue 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.

38. Phasing

The Owner acknowledges and agrees that no Building Permit or Commence Work Notification for any of the buildings, structures or Works in Phase 2 of this development will be issued prior to receipt of securities in accordance with Schedule B of the Agreement.

39. Pathway Connections

The Owner acknowledges and agrees that five pathway connections will be provided as per the approved site plan, one to the Block 342 walkway to the west, two to the sidewalk along Robert Grant Avenue to the north, one to the end of the

sidewalk on Bobolink Ridge, and one to the sidewalk along Putney Crescent to the south. The Owner acknowledges and agrees that the five pathway connections will remain publicly accessible at all times, not be blocked off by gates or other features, and will have winter maintenance. This will be done to the satisfaction of the General Manager, Planning, Real Estate, and Economic Development.

January 25, 2023

Date



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

Enclosure: Site Plan Control Application approval – Supporting Information

SITE PLAN CONTROL APPROVAL APPLICATION SUPPORTING INFORMATION

File Number: D07-12-21-0230

SITE LOCATION

The site is located at 585 Bobolink Ridge, and as shown on Document 1.

SYNOPSIS OF APPLICATION

- The subject site is a block within Phase 1 of CRT Development Inc.'s Westwood subdivision, and is located at the northwest corner of the intersection of Bobolink Ridge and Robert Grant Avenue.
- The 1.19 hectare site is currently vacant and cleared, with 141 metres of frontage on Putney Crescent to the west and 117.79 metres of frontage onto Bobolink Ridge to the south.
- The site is surrounded by low-rise residential uses, with lots to the west being freehold residential units currently under development, and the site to the north being a planned PUD development by Claridge.
- The development proposal is for a planned unit development of 72 back-to-back townhome units contained within 8, 3-storey buildings. The units will be accessed by private roads and two accesses on Putney Crescent.
- Visitor parking will be provided by eight parallel parking spaces along the private road, to the east and south portions of the site.
- Abutting the site to the north is a pathway block, connecting Putney Crescent to the mixed-use pathway on Robert Grant Avenue. The proposed development includes pathway connections to the pathway block, connections to the Robert Grant MUP, and to the sidewalks along Putney Crescent.
- The proposal provides landscaping elements, including 63 trees and a variety of shrubs providing screening towards Robert Grant Avenue.

DECISION AND RATIONALE

This application is approved for the following reasons:

- The site conforms with the City's Official Plan, which designates the site as Neighbourhood within the Suburban (West) Transect. This designation allows a range of low-rise residential built forms.

- The proposal conforms with the policies of the Fernbank Community Design Plan, which designate this site as Medium Density Residential. The proposed built form responds to the community design guidelines established by this plan.
- The proposal conforms with the Zoning of the site, which is Residential Fourth Density, Subzone Z.
- The proposal is in conformity with the City's Urban Design Guidelines for Greenfield Neighbourhoods.
- The related Plan of Subdivision has been registered.
- The proposal represents good planning.

PARKLAND DEDICATION

Parkland dedication, in accordance with By-law 2022-280, was previously satisfied through the related plan of subdivision approval.

CONSULTATION DETAILS

Councillor's Comments

Councillor Glen Gower was aware of the application related to this report. Councillor Gower 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.

APPLICATION PROCESS TIMELINE STATUS

This Site Plan application was not processed by the On Time Decision Date due to workload constraints and the complexity of the issues.

Contact: Sarah Ezzio, Tel: 613-580-2424, ext. 23493 or e-mail: Sarah.Ezzio@ottawa.ca

Document 1 – Location Map

