

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

Site Location: Part of 3718 Greenbank

File No.: D07-12-22-0042

Date of Application: March 15, 2022

This SITE PLAN CONTROL application submitted by Tim Chadder, on behalf of Mattamy (Half Moon Bay 3) Ltd., is APPROVED as shown on the following plan(s):

- 1. **Site Plan**, Drawing No. B, prepared by Korsiak Urban Planning, dated 12/02/21, revision dated 06/19/23.
- 2. Landscape Plan, Sheet L-01, prepared by NAK, dated Nov 2021, revision 11 dated June 20/23.
- 3. Landscape Plan, Sheet L-02, prepared by NAK, dated Nov 2021, revision 11 dated June 20/23.
- 4. Landscape Plan, Sheet D-01, prepared by NAK, dated Nov 2021, revision 11 dated June 20/23.
- 5. Landscape Plan, Sheet D-02, prepared by NAK, dated Nov 2021, revision 11 dated June 20/23.
- 6. Landscape Plan, Sheet D-03, prepared by NAK, dated Nov 2021, revision 11 dated June 20/23.
- 7. **Grading Plan,** Drawing No. GP-1, prepared by Stantec, dated 21.11.23, revision 5 dated 23.06.01.
- 8. Erosion Control Plan and Detail Sheet, Drawing No. EC/DS-1, prepared by Stantec, dated 21.11.23, revision 5 dated 23.06.01.
- 9. **Existing Conditions Plan,** Drawing No. EX-1, prepared by Stantec, dated 21.11.23, revision 5 dated 23.06.01.
- 10. **Notes and Legends Plan,** Drawing No. NL-1, prepared by Stantec, dated 21.11.23, revision 5 dated 23.06.01.
- 11. **Ponding Plan,** Drawing No. PD-1, prepared by Stantec, dated 21.11.23, revision 5 dated 23.06.01.
- 12. **Sanitary Drainage Area**, Drawing No. SA-1, prepared by Stantec, dated 21.11.23, revision 5 dated 23.06.01.
- 13. **Site Servicing Plan,** Drawing No. SSP-1, prepared by Stantec, dated 21.11.23, revision 5 dated 23.06.01.
- 14. **Storm Drainage Plan,** Drawing No. SD-1, prepared by Stantec, dated 21.11.23, revision 5 dated 23.06.01.

And as detailed in the following report(s):

- 1. **Geotechnical Investigation**, prepared by Paterson Group, revision 4 dated May 9, 2023.
- 2. **Phase 1 Environmental Site Assessment,** prepared by Paterson Group, dated February 23, 2021.
- 3. **Roadway Traffic Noise Assessment,** prepared by Gradient Wind, dated December 17, 2021.
- 4. **3718 Greenbank Road: Servicing and Stormwater Management Report**, prepared by Stantec, dated June 13, 2023.
- 5. Street Lighting Certificate for Half Moon Bay South, prepared by LRL, dated March 17, 2022.
- 6. **Transportation Impact Assessment,** prepared by CGH Transportation, dated March 2022.

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

General Conditions

1. Execution of Agreement Within One Year

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

2. 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.

3. 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.

4. 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.

5. 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.

6. 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.

7. 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.

8. **Development Charges**

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

Special Conditions

9. 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.

10. 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.

11. **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.

12. Noise Control Attenuation Measures

The Owner acknowledges and agrees to implement the noise control attenuation measures recommended in the approved Roadway Traffic Noise Feasibility Assessment, 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) 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. A letter shall be prepared by a qualified professional and provided to the General Manager, Planning, Real Estate and Economic Development confirming the plans submitted for building permit issuance have incorporated any and all mitigation measures to achieve the required indoor sound levels;

- (e) upon completion of the development and prior to occupancy and/or final building inspection, a Professional Engineer, licensed in the Province of Ontario with expertise in the subject of acoustics related to land use planning, shall be retained to visit the lands, inspect the installed noise control measures and satisfy themself that the installed recommended interior noise control measures comply with the measures in the Roadway Traffic Noise Feasibility Assessment referenced in Schedule "E" hereto. The Professional Engineer shall prepare, sign and stamp a letter to the General Manager, Planning, Real Estate and Economic Development (the "Certification Letter") stating that they certify 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;
- (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 clause 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:

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."

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." "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. 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. 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.

16. Inlet Control Devices (ICDs)

The Owner acknowledges and agrees to install and maintain in good working order the required in-ground stormwater inlet control devices, as recommended in the approved Servicing and Stormwater Management Report, referenced in Schedule "E" herein. The Owner further acknowledges and agrees it shall assume all maintenance and replacement responsibilities in perpetuity. The Owner shall keep all records of inspection and maintenance in perpetuity, and shall provide said records to the City upon its request.

17. 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.

18. 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.

19. 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.

20. Maintenance and Liability Agreement for Landscaping

The Owner acknowledges and agrees it shall be required to enter into a Maintenance and Liability Agreement with the City, for those elements which are to be located in the City's Obsidian Street and future Greenbank Road rights-of-way, as shown on the approved Landscape Plan referenced in Schedule "E" herein, including all plant and landscaping material (except municipal trees), including unit paving walkways. 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.

21. 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.

22. Joint Use, Maintenance and Liability Agreement

- (a) The Owner acknowledges and agrees that should the lands be severed in the future by means other than a Declaration of a Condominium, it shall ensure that the future owner of the freehold units shall enter into a Joint Use, Maintenance and Liability Agreement which shall be binding upon the owners and all subsequent purchasers to deal with the joint use, maintenance and liability of the common elements, including but not limited to any private roadway(s) and concrete sidewalks; common grass areas; common party walls, exterior walls; common structural elements such as the roof, foundations; common parking areas; sewers and watermains, for the mutual benefit and joint use of the owners; and any other elements located in the common property; and the Joint Use, Maintenance and Liability Agreement shall be filed with the General Manager, Planning, 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 22 (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 requiring subsequent purchasers to enter into an assumption agreement that transfers all legal and financial obligations required under the Joint Use, Maintenance and Liability Agreement to the future owners, successors and assigns in title of the subject lands. The Owner further acknowledges and agrees to include a clause in all agreements of purchase and sale informing purchasers that there is a Joint Use, Maintenance and Liability Agreement registered on title to the subject lands, and require the purchaser to enter into an assumption agreement thereto.

23. 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.

24. Notice on Title - School Accommodation

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

"The Purchaser/Lessee for himself, his heirs, executors, administrators, successors and assigns acknowledges being advised that the Ottawa-Carleton District School Board has pupil accommodation concerns for this dwelling unit. The Purchaser/Lessee agrees to inform prospective purchasers or tenants in all subsequent agreements of purchase and sale and lease agreements that school accommodation pressures exist in the Ottawa-Carleton District School Board, which are currently being addressed by the utilization of portable classrooms and/or by directing students to school outside their community."

"The Purchaser/Lessee covenants with the Vendor/Lessor that the above clauses, verbatim, shall be included in all subsequent agreements of purchase and sale, and

lease agreements for the lands described herein, which covenant shall run with the said lands."

25. Salt Free Ice Melting

The Owner acknowledges and agrees that the storm sewer system was designed with the Etobicoke Exfiltration System (EES) designed to replenish the groundwater in the Kars Esker. As a result, the Owner agrees that only salt-free agents may be used on site for winter maintenance of snow and ice. This includes, but is not limited to, all drive aisles, parking areas, sidewalks, and pathways.

26. Utility Easement

The Owner acknowledges and agrees that utility easement(s) on the property may be required to accommodate the planned construction of the realigned Greenbank Road and southwest transitway extension. The Owner agrees to provide the requested easement(s) to the satisfaction of General Manager, Planning, Real Estate and Economic Development, with all costs borne by the Owner.

27. Temporary Walkway

The Owner acknowledges and agrees that upon completion of the realigned Greenbank Road pedestrian facilities, the Owner shall decommission the temporary walkway abutting Greenbank Road and provide individual walkway connections from the abutting units and amenity area based on what is shown in the approved Site Plan drawing, to the satisfaction of General Manager, Planning, Real Estate and Economic Development, with all costs borne by the Owner.

28. Landowners Agreement

Prior to registration of this Agreement, the Owner agrees to provide the City with a clearance letter from the trustee of the Barrhaven South Urban Expansion Area (BSUEA) Landowners Group, confirming that the Owner is party to the Barrhaven South Urban Expansion Area (BSUEA) Landowners Group and that Cost Sharing Agreements (if applicable) and all of the obligations, financial and otherwise, of the landowner(s) of this subdivision have been fulfilled pursuant to the Landowners Agreement.

July 13, 2023

Date

Lite

Lily Xu Manager, Development Review, South Planning, Real Estate and Economic Development Department

Enclosure: Site Plan Control Application approval - Supporting Information



SITE PLAN CONTROL APPROVAL APPLICATION SUPPORTING INFORMATION

File Number: D07-12-22-0042

SITE LOCATION

Part of 3718 Greenbank Road, and as shown on Document 1.

The property is currently vacant, has an area of approximately 3.09 hectares, and is located south of Dundonald Drive between Obsidian Street and future Greenbank Road.

SYNOPSIS OF APPLICATION

The applicant is proposing the development of 228 unit of three-storey, back-to-back, stacked dwelling units. The building is situated to provide a continuous street frontage along both Obsidian Street and the future Greenbank Road.

The site is accessed through Obsidian Street and serviced by two private streets: Parnian Private and Lillian Freiman Private. The proposal includes a total of 274 resident parking spaces, 46 visitor parking spaces and 118 bicycle parking spaces, meeting the requirements of the zoning by-law. The vehicle surface parking spaces are located interior to the site surrounded by the proposed buildings to reduce its visual impact along the public streets. As part of the proposal, there is a central amenity area bisecting the site, spanning from Obsidian Street to the future Greenbank Road. In total, the applicant is proposing 1,879 square metres of communal amenity area and 110 new trees.

Site servicing, including water, wastewater and stormwater management has been reviewed and meets the City's relevant policy and guidelines. Watermain service is connected to the 300mm watermain along Haiku Street and Obsidian Street, the sanitary wastewater is accommodated by the 200mm receiving sewer in Obsidian Street, and a proposed on-site Etobicoke exfiltration system combined with a downstream oil-grit separator and dry pond will control stormwater quality and quantity.

The proposed development has also been reviewed in consideration of the future Greenbank Road project. The applicant will be constructing a temporary north south walkway within the property abutting the future Greenbank Road alignment to provide temporary connection for its residents. Once Greenbank Road has been constructed, the temporary walkway will be decommissioned, and internal walkway will be connected to the ultimate Greenbank Road pedestrian facilities. A condition was also included in anticipation for future easement requirements relating to hydro pole anchors within the proposed development.

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Residential Units and Types

Dwelling Type	Number of Units
Stacked (back-to-back)	228

Related Applications

The following applications are related to this proposed development:

- Zoning By-law Amendment D02-02-21-0077 (approved)
- Plan of Subdivsion D07-16-21-0024 (draft approved)

DECISION AND RATIONALE

This application is approved for the following reasons:

- The proposal conforms to the relevant Official Plan policies. The property is designated Neighbourhood under Suburban Transect, subject to Evolving Overlay. A full range of low-rise housing options are permitted in the Neighbourhood designation. The Evolving Overlay apply to area in a location that allows for the opportunity to achieve an urban form in terms of use, density, built form and site design. The proposal with the stacked dwelling unit conforms to the Official Plan policies.
- The proposal meets all the applicable Zoning By-law regulations.
- The proposal represents good planning.

PARKLAND DEDICATION

Parkland dedication, in accordance with By-law 2022-280, will be satisfied through the related plan of subdivision application.

CONSULTATION DETAILS

Councillor's Comments

Councillor David Hill concurs to the site plan special conditions.

Public Comments

This application was subject to public circulation under the Public Notification and Consultation Policy. There was no public comment received online.

APPLICATION PROCESS TIMELINE STATUS

This Site Plan application was not processed by the On Time Decision Date due to complexity associated with engineering design.

Contact: Stream Shen Tel: 613-580-2424, ext. 24488 or e-mail: stream.shen@ottawa.ca



