



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

Site Location: 6173 Renaud Road

File No.: D07-12-20-0094

Date of Application: July 9, 2020

This SITE PLAN CONTROL application submitted by Peter Hume & Alison Stirling (HP Urban/The Stirling Group), on behalf of George Elias, is APPROVED as shown on the following plan(s):

1. **Site Plan**, Drawing No. A1.0, prepared by Rosaline J. Hill Architect, dated October 2019, revision 10 dated 08/08/2022.
2. **Tree Conservation Report & Landscape Plan**, Drawing No. L.1, prepared by James B. Lennox & Associates Inc., dated June 2020, revision 8 dated 09/09/2022.
3. **Elevation South (Front) – Block 1**, Drawing No. N/A, prepared by Rosaline J. Hill Architect, dated March 1, 2022.
4. **Elevation North – Block 1**, Drawing No. N/A, prepared by Rosaline J. Hill Architect, dated March 1, 2022.
5. **Elevation West – Block 1**, Drawing No. N/A, prepared by Rosaline J. Hill Architect, dated March 1, 2022.
6. **Elevation East – Block 1**, Drawing No. N/A, prepared by Rosaline J. Hill Architect, dated March 1, 2022.
7. **North Elevation – Block 2**, Drawing No. N/A, prepared by Rosaline J. Hill Architect, dated March 1, 2022.
8. **South Elevation – Block 2**, Drawing No. N/A, prepared by Rosaline J. Hill Architect, dated March 1, 2022.
9. **West Elevation – Block 2**, Drawing No. N/A, prepared by Rosaline J. Hill Architect, dated March 1, 2022.
10. **East Elevation – Block 2**, Drawing No. N/A, prepared by Rosaline J. Hill Architect, dated March 1, 2022.
11. **Site Servicing Plan**, Drawing No. 190867-SER, prepared by Kollaard Associates Engineers, dated November 11, 2019, revision 7 dated 2023 Feb 06.
12. **Site Grading and Erosion Control Plan**, Drawing No. 190867-GEC, prepared by Kollaard Associates Engineers, dated November 11, 2019, revision 7 dated 2023 Feb 06.

13. **Details**, dated November 11, 2019, Drawing No. 190867-DET, prepared by Kollaard Associates Engineers, dated November 11, 2019, revision 7, dated 2023 Feb 06.
14. **Street Light Design**, Drawing No. SL-1, prepared by Utility Box Designs, dated June 2020, revision 3 dated 4/21/2022.
15. **Stormwater Management Plan**, Drawing No. 190867-SWM, prepared by Kollaard Associates Engineers, dated March 17, 2021, revision 7 dated 2023 Feb 06.

And as detailed in the following report(s):

1. **Servicing and Stormwater Management Report**: Residential Apartment Buildings, prepared by Kollaard Associates Engineers, dated June 30, 2020, revised February 6, 2023.
2. **Geotechnical Investigation**: Proposed Residential Development, 6173 Renaud Road, Orleans Ward, prepared by Kollaard Associates, dated May 2020, revised April 13, 2022.
3. **Traffic Noise Addendum Letter**, prepared by Gradient Wind, dated December 9, 2021.
4. **Site Lighting Certificate**, prepared by Utility Box Designs, dated April 21, 2022.
5. **Phase 1 Environmental Site Assessment**, prepared by Kollaard Associates, dated November 5, 2019.
6. **Noise Study**, prepared by Gradient Wind, dated March 27, 2020.

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

Requirements

The Owner shall submit a certificate of insurance in a form satisfactory to the City. The certificate of insurance must be issued in favor of the City of Ottawa in an amount not less than five million dollars per occurrence, must contain an endorsement naming the City as an additional insured and an unconditional thirty days notice of any material change or cancellation of the policy.

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. **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.

7. **Development Charges**

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

8. **Designated Substances Survey**

Prior to demolition of any existing buildings located on the lands described in Schedule "A" herein, the Owner acknowledges and agrees to complete a designated substances survey and submit the findings and recommendations for the proper handling and disposal of waste as identified in said survey, to the satisfaction of the General Manager, Planning, Real Estate and Economic Development, and in accordance with Best Management Practices. The survey shall address, but not be limited to:

- (a) O.Reg. 278/05: Designated Substance - Asbestos on Construction Projects and in Buildings and Repair Operations under the Occupational Health and Safety Act, R.S.O. 1990, c.O.1, as amended (O.Reg. 278/05);
- (b) Guideline - Lead on Construction Projects, prepared by the Ontario Ministry of Labour - Occupational Health and Safety Branch, published September 2004 and revised April 2011, as amended;
- (c) O.Reg. 213/91: Construction Projects under the Occupational Health and Safety Act, R.S.O. 1990, c.O.1, as amended (O.Reg. 213/91);
- (d) Registration Guidance Manual for Generators of Liquid Industrial and Hazardous Waste, prepared by the Ontario Ministry of the Environment, Conservation and Parks, published April 1995 and revised January 2016, as amended, to be used in conjunction with R.R.O. 1990, Reg. 347: General-Waste Management under the Environmental Protection Act, R.S.O. 1990, c.E.19, as amended (R.R.O. 1990, Reg. 347);
- (e) R.R.O. 1990, Reg. 362: Waste Management – PCB's under the Environmental Protection Act, R.S.O. 1990, c.E.19, as amended (R.R.O. 1990, Reg. 362).

Special Conditions

9. **30 CM Reserve**

Prior to registration of this Agreement, the Owner acknowledges and agrees that the Applicant shall lift a part of the 30 cm reserve known as part of Block 19, 4M-1416, along Trailsedge Way. This shall be to the satisfaction of the General Manager, Planning, Real Estate and Economic Development.

10. **Paybacks**

Prior to the registration of this Agreement, the Owner acknowledges and agrees to provide the General Manager, Planning, Real Estate and Economic Development,

with evidence that Renaud Road East Owners Group Inc. and Gloucester East Urban Community Owners' Group Inc. have been satisfied for the Cost Sharing Agreement, dated July 29, 2015, and the Gloucester East Urban Community Cost Sharing Agreement, dated February 11, 2008.

11. **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.

12. **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 10 (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.

13. **Groundwater Management**

The Owner acknowledges and agrees to retain an environmental consultant to test groundwater to be removed from the site during and after redevelopment. If through further testing the groundwater samples are found to be contaminated, all contaminated groundwater must be removed, managed or treated in accordance with appropriate Ontario regulations and/or discharged in accordance with the City's Sewer Use By-Law, being By-law No. 2003-514, as amended.

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

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 based on the location where explosives are to be used. In particular, a pre-blast survey shall be completed in accordance with Table 1 of S.P. No. F-1201. 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.

15. **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 within Trailsedge Way and Renaud Road prior to any construction for the City 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, Real Estate, Economic Development.
- b. Upon completion of construction on the lands, the Owner shall, at its expense and to the satisfaction of the General Manager, Real Estate, Economic Development:
 - i. obtain a video inspection of the existing City Sewer System within Trailsedge Way and Renaud Road for the City to determine if the City Sewer System sustained any damages as a result of construction on the lands; and
 - ii. assume all liability for any damages caused to the City Sewer System within the Storm Sewer Easement and compensate the City

for the full amount of any required repairs to the City Sewer System.

16. **Inspection**

The Owner shall have competent professional engineering inspection personnel on-site during the period of construction and the General Manager, Planning, Infrastructure & Economic Development Department shall have the right at all times to inspect the installation of the Works. Should it be found in the sole opinion of the General Manager, Planning, Infrastructure & Economic Development Department 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 approved plans or specifications and in accordance with good engineering practice, then the General Manager, Real Estate and Economic Development Department may order all work in the project to be stopped.

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 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 Es Development.

- a) The Owner shall be required to enter into a maintenance and liability agreement for all plant and landscaping material placed in the City right-of-way and the Owner shall assume all maintenance and replacement responsibilities in perpetuity.

18. **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.

19. **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 licence 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.

20. **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.

21. **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 Site Servicing Study & 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.

22. **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.

23. **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.

24. **Notice on Title – Parkland**

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 parkland within the vicinity of the subject lands may have active hard and soft surface recreational facilities, buildings and supporting infrastructure. These amenities may include lit facilities and may generate noise by users using these facilities and amenities”

“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. **Park Conveyance**

- a) The Owner acknowledges and agree that the required parkland conveyance to the City is to be 343.68 square metres.
- b) The Owner covenants and agrees that the park conveyance requirement has been calculated at the rate set out below in accordance with the Parkland Dedication By-law, being By-law No. 2022-280, as amended:
 - a. For cash-in-lieu of parkland (residential > 18 units/net ha):
 - i. one hectare per 100 units but shall not exceed a maximum of 10% of the gross land area.

Development Type	Rate	Units/Gross Land Area (ea /ha)	Parkland dedication requirement (ha)
residential	10%	0.3437	0.03437
		Total requirement:	0.03437

26. **Cash-In-Lieu of Parkland**

The Owner acknowledges and agrees, prior to the issuance of a building permit, that the Owner shall pay cash-in-lieu of parkland at the rate set out in Condition 25 b) above. The Owner further acknowledges and agrees that the value of the land, determined as of the day before the day of building permit issuance, to be dedicated through cash-in-lieu of parkland is to be determined by the City’s Realty Services Branch. The Owner shall also be responsible for payment of any appraisal costs incurred by the City.

Pursuant to the City’s Parkland Dedication By-law, being By-law No. 2022-280, as amended, 40% of said funds collected shall be directed to City wide funds, and 60% shall be directed to Ward 19 funds.

The Owner further acknowledges and agrees to provide the associated Park Development Budget in accordance with the rate per hectare and indexing rate utilized for park development by the City plus 13% HST on the associated area in square meters received as cash-in-lieu of parkland. The Owner shall pay the Park Development Budget in the amount of \$ 27,906.17 as referenced in Schedule “B” herein at the time of registration of the Site Plan Agreement.

27. **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.

28. **Private Approach Detail (Alternate #2)**

The Owner acknowledges and agrees that all private approaches serving the proposed development shall be designed and constructed, at the sole expense of the Owner, in accordance with the City's "Curb Return Entrances – Uncontrolled Intersections" Plan, Drawing No. SC7.1, dated March 2007 and revised March 2021, and the Owner shall comply with the City's Private Approach By-law, being No. 2003-447, as amended.

29. **Noise Control Attenuation Measures**

The Owner acknowledges and agrees to implement the noise control attenuation measures recommended in the approved Roadway Traffic Noise Assessment, as follows:

- (a) Southernmost units of Block 1 per Figure 7 of Roadway Traffic Noise Assessment is to be equipped with central air conditioning;
- (b) Northeast and northwest units of Block 1 and the southernmost units of Block 2 per Figure 7 of Roadway Traffic Noise Assessment 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; and,
- (e) A 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 _____ below.

30. **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 B – Increasing Roadway Traffic - Southernmost units of Block 1 per Figure 7 of Roadway Traffic Noise Assessment

“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 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.”

Type C – Forced Air Heating System and Ducting - Northeast and north west units of Block 1 and the southernmost units of Block 2 per Figure 7 of Roadway Traffic Noise Assessment

“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 - Southernmost units of Block 1 per Figure 7 of Roadway Traffic Noise Assessment

“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.”

31. **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 Roadway Traffic Noise Assessment 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.

All of the information required in subsections (a) and (b) above shall be submitted and be to the satisfaction of the General Manager, Planning, Real Estate and Economic Development.

August 10, 2023

Date



Andrew McCreight, MCIP, RPP
Manager, Development Review, Central
Planning, Real Estate and Economic
Development Department

Enclosure: Site Plan Control Application approval – Supporting Information



SITE PLAN CONTROL APPROVAL APPLICATION SUPPORTING INFORMATION

File Number: D07-12-20-0094

SITE LOCATION

6173 Renaud Road, and as shown on Document 1.

SYNOPSIS OF APPLICATION

The subject property is in Orleans, between Renaud Road and Trailsedge Way within the East Urban Community. The closest intersection is Penency Terrace and Renaud Road, to the east. The site is approximately 0.34 hectares in area. To the north, east, west, and south of the subject site, residential uses of varying densities exist.

The applicant has submitted a Site Plan Control process to permit 16 back-to-back stacked dwelling units, and eight back-to-back townhouse dwelling units on the subject site (24 units). The development is considered a Planned Unit Development (PUD). The residential dwelling units will be contained within two buildings.

The proposed height for the stacked dwellings along Renaud Road is approximately 11.88 metres and 9.5 metres along Trailsedge Way. A total of 29 parking spaces are proposed, five of which will be assigned for visitor parking, as required by the Zoning By-law and two of which, are designed as accessible spaces, as required by the Traffic and Parking By-law. Twenty bicycle parking spaces are provided and distributed throughout the site.

Zoning By-law Amendment D02-02-20-0054 was submitted concurrently with this site plan control application and resulted in By-law No. 2023-64 that permits the uses and zone provisions for this proposal.

Residential Units and Types

Dwelling Type	Number of Units
Apartment	
Stacked	16
Townhouse	8
Semi-detached	
Detached	

Related Applications

The following applications are related to this proposed development:

- Zoning By-law Amendment – D02-02-20-0054
- 30 CM Reserve – D07-02-20-0017

DECISION AND RATIONALE

This application is approved for the following reasons:

- Proposal meets the applicable Official Plan policy references for 'Neighbourhood' – Suburban (East) Transect.
- Proposal meets the applicable policy references for 'Neighbourhood' in the East Urban Community CDP
- Proposal is in conformity with the Zoning By-law's zone of R4M[2853] that permits stacked dwellings and townhouse dwellings in a planned unit development.
- Proposed site design represents a good compromise between the City's goals and the applicant's vision and equals 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.

ROAD MODIFICATIONS

There are no road modifications associated with this site plan control application.

CONSULTATION DETAILS

Councillor's Comments

Councillor Catherine Kitts 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

Notification and public consultation were undertaken in accordance with the Public Notification and Consultation Policy approved by City Council for Zoning By-law amendments. City staff received over seventy-five written comments in response to the concurrent notice for the Zoning By-law amendment and Site Plan Control application. The majority opposed the scale, massing, compatibility, density and traffic impacts related to the proposal.

A formal City-organized public information session was held via Zoom on August 31, 2020. The applicant, landowner, Councillor Laura Dudas, Bradley Estates Community Association and approximately 200 were in attendance. Below is a summary of the resident comments, concerns and the corresponding City responses:

Public Comments and Responses

Comment: The density proposed is too much.

Response: The unit count is reduced to 24 units from 32 and, units per hectare (uph), has been reduced to 70.59.

Comment: The proposed design and materials of the buildings does not match or complement the aesthetic design of the existing newer neighborhoods within its direct vicinity.

Response: The elevations have been revised to improve the aesthetic design and complement the existing residential neighbourhood.

Comment: Added traffic will make Trailsedge Way less safe for the current multi-modes of travel (various aged and abled pedestrian, bicycle, vehicular, etc.) and exacerbate the existing traffic congestion experienced on Renaud Road and Penency Terrace during peak periods.

Response: The traffic generated from this site will have a nominal effect on the existing local residential right of way (Trailsedge Way) traffic and multi-modes of travel patterns. It is also the City's preference that the main access remain on Trailsedge Way with no vehicle access to Renaud Road.

Comment: The loss of the mature cedar hedges, which are partly rooted and owned on the subject site and adjacent sites will increase infringement on the privacies and enjoyment of the existing resident's private outdoor spaces.

Response: The landscape plan has been revised to retain the existing cedar hedges.

Comment: The garbage/refuse system ought to abut the proposed building itself and not be proposed along shared property lines with low density residential homes' private outdoor yards – spaces currently used and enjoyed.

Response: The garbage system has been revised and earth bins with low shrubbery surrounding it have been introduced on-site, further away from the adjacent residential

yards, whereas the recycling enclosure is now within a shed. Refuse is now located in the side yard, between the adjacent residential property and not within the spaces designed to be enjoyed by residents.

Comment: The height of the proposed buildings is one storey too high and will tower over the existing established height of the existing adjacent/abutting newer residential uses.

Response: The proposed height of the back-to-back stacked dwelling block (Block 1) along Renaud Road is just under 12 metres whereas the back-to-back townhouse block that fronts Trailsedge Way is proposed to be under 10 metres in height.

Community Organization Comments and Responses

The Bradley Estates Community Association's (BECA's) comments:

- Recognizes the need for and welcomes more diverse housing options in the area.
- Echoes the community's concerns regarding the introduction of a higher density development along and around Renaud Road, as there is ongoing lack of infrastructure and amenities in our neighbourhood. There are no commercial amenities, poor public transit service, particularly to the LRT stations and employment areas in Orleans, and with an underlying substandard road network subject to high volumes of cut-through traffic on Renaud Road and the local collectors that feed onto it, proposals for higher-density developments which would otherwise be welcomed within the community, are currently unappealing
- There are no plans for infrastructure improvement on the horizon.
- Until the traffic volume, noise levels, the lack of safe access to bus stops (such as on Navan Road), and the lack of safe cycling and pedestrian infrastructure issues are addressed, there will be strong opposition to high density developments along this two-lane collector.
- Community is heavily dependent on vehicles.
- Lack cycling and pedestrian infrastructure to access commercial and employment locations.
- Any further R4 zoning would be more appropriate along the transit corridor. The proposal at 6173 Renaud Road is next to an already large R4 development and a few hundred meters away from another R4 zoning proposal (D02-02-19-0112), as well as an R4 development that is underway on Rolling Meadow behind the site proposed for D02-02-19-0112. The community agrees that more R4 zoning along Renaud Road would be excessive given the major traffic congestion.
- Also, Bradley Estates and Trailsedge noticeably lack trees because of the marine sensitive clay soils, utility planning (i.e. Saddleridge), and inadequate boulevards between sidewalks and roads (i.e. Renaud Road with a 1.2 meter boulevard), and inadequate lot

setbacks (throughout). The site of the proposed development will create the loss of multiple mature and healthy trees.

- Residents on the neighbouring streets (Trailsedge, de La Melodie, Contour, Morningstar) are also concerned of the impact that this development will have on street parking which is already problematic, as the proposal for only 40 parking spots is inadequate for 32 units for a vehicle-dependent area. There are concerns about increased traffic along Trailsedge Way and possibly Contour and Page Road. Increased traffic and parking on the quiet side streets will be detrimental to the safety of the many children in the area. The proposed access is off of Trailsedge Way, a local residential road, rather than off Renaud Road which is closer to the Navan intersection where there are fewer homes that would be impacted. However, even a Renaud Road access would be impacted by the severe levels of traffic on Renaud Road during am and pm peak hours.

Response: Refer to earlier responses - addresses concerns raised by the BECA

APPLICATION PROCESS TIMELINE STATUS

This Site Plan application was not processed by the On Time Decision Date due to the complexity of the Zoning Amendment concerns and public controversy.

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Document 1 – Location Map



D07-12-20-0094

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REVISION / RÉVISION - 2020 / 07 / 16

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



6173 chemin Renaud Road



NOT TO SCALE