



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

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Site Location: 2370 Tenth Line Road

File No.: D07-12-21-0224

Date of Application: 14 December 2021

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This SITE PLAN CONTROL application initially submitted by Nathan Petryshyn, now represented by Jillian Simpson, Fotenn Planning & Design, on behalf of Mattamy Homes Canada, is APPROVED as shown on the following plan(s):

1. **Site Plan, 2370 Tenth Line Rd.**, Dwg. C, prepared by Mattamy Homes, dated July 10, 2023, Revised 07/10/23.
2. **Landscape Plan, Mattamy Homes, Decoeur Drive (2370 Tenth Line Road)**, Key Map, prepared by NAK Design Strategies, dated July 2023.
3. **Landscape Plan, Mattamy Homes, Decoeur Drive (2370 Tenth Line Road)**, Sheet L1, prepared by NAK Design Strategies, dated June 2023, Revision 10, dated July 11/23.
4. **Landscape Plan, Mattamy Homes, Decoeur Drive (2370 Tenth Line Road)**, Sheet L2, prepared by NAK Design Strategies, dated June 2023, Revision 10, dated July 11/23.
5. **Landscape Plan, Mattamy Homes, Decoeur Drive (2370 Tenth Line Road)**, Sheet L3, prepared by NAK Design Strategies, dated June 2023, Revision 10, dated July 11/23.
6. **Landscape Plan, Mattamy Homes, Decoeur Drive (2370 Tenth Line Road)**, Sheet L4, prepared by NAK Design Strategies, dated June 2023, Revision 10, dated July 11/23.
7. **Landscape Plan, Mattamy Homes, Decoeur Drive (2370 Tenth Line Road)**, Sheet D1, prepared by NAK Design Strategies, dated June 2023, Revision 10, dated July 11/23.
8. **Landscape Plan, Mattamy Homes, Decoeur Drive (2370 Tenth Line Road)**, Sheet D2, prepared by NAK Design Strategies, dated June 2023, Revision 10, dated July 11/23.
9. **Landscape Plan, Mattamy Homes, Decoeur Drive (2370 Tenth Line Road)**, Sheet D3, prepared by NAK Design Strategies, dated June 2023, Revision 10, dated July 11/23.
10. **Notes and Legends Plan, Orleans Decoeur Residential Development, 2370 Tenth Line Road**, Dwg. NL-1, prepared by Stantec, dated 21.11.22, Revision 5, dated 23.05.31.

11. **Existing Conditions and Removals Plan, Orleans Decoeur Residential Development, 2370 Tenth Line Road**, Dwg. EX-1, prepared by Stantec, dated 21.11.22, Revision 5, dated 23.05.31.
12. **Site Servicing Plan, Orleans Decoeur Residential Development, 2370 Tenth Line Road**, Dwg. SSP-1, prepared by Stantec, dated 21.11.22, Revision 5, dated 23.05.31.
13. **Erosion Control Plan and Detail Sheet, Orleans Decoeur Residential Development, 2370 Tenth Line Road**, Dwg. ECDS-1, prepared by Stantec, dated 21.11.22, Revision 5, dated 23.05.31.
14. **Grading Plan, Orleans Decoeur Residential Development, 2370 Tenth Line Road**, Dwg. GP-1, prepared by Stantec, dated 21.11.22, Revision 5, dated 23.05.31.
15. **Storm Drainage Area Plan, Orleans Decoeur Residential Development, 2370 Tenth Line Road**, Dwg. SD-1, prepared by Stantec, dated 21.11.22, Revision 5, dated 23.05.31.
16. **Sanitary Drainage Area Plan, Orleans Decoeur Residential Development, 2370 Tenth Line Road**, Dwg. SA-1, prepared by Stantec, dated 21.11.22, Revision 5, dated 23.05.31.
17. **East and West Elevations, Buildings A & B, Decoeur Drive, Mattamy Homes, 2370 Tenth Line**, Dwg. A4 00, prepared by Kohn Partnership Architects Inc., dated 2023-06-06, Revision 4, dated 06/06/23.
18. **North and South Elevations, Buildings A & B, Decoeur Drive, Mattamy Homes, 2370 Tenth Line**, Dwg. A4 01, prepared by Kohn Partnership Architects Inc., dated 2023-06-06, Revision 4, dated 06/06/23.
19. **Block C North and South Elevations, Decoeur Drive, Mattamy Homes, 2370 Tenth Line**, Dwg. A4 02, prepared by Kohn Partnership Architects Inc., dated 2023-06-06, Revision 4, dated 06/06/23.
20. **Block C West and East Elevations, Decoeur Drive, Mattamy Homes, 2370 Tenth Line**, Dwg. A4 03, prepared by Kohn Partnership Architects Inc., dated 2023-06-06, Revision 4, dated 06/06/23.
21. **Front Elevation, Decoeur Transitional (TN), Blocks 1 to 12, 2370 Tenth Line Road**, Dwg. A2.00, prepared by BIM Studio & Organica Studio Inc., dated March 02, 2023, Revision 3, dated 2023-03-02.
22. **Left Elevation, Decoeur Transitional (TN), Blocks 1 to 12, 2370 Tenth Line Road**, Dwg. A2.10, prepared by BIM Studio & Organica Studio Inc., dated March 02, 2023, Revision 3, dated 2023-03-02.
23. **Left Elevation, UPG, Decoeur Transitional (TN), Blocks 1 to 12, 2370 Tenth Line Road**, Dwg. A2.11, prepared by BIM Studio & Organica Studio Inc., dated March 02, 2023, Revision 3, dated 2023-03-02.
24. **Rear Elevation, Decoeur Transitional (TN), Blocks 1 to 12, 2370 Tenth Line Road**, Dwg. A2.20, prepared by BIM Studio & Organica Studio Inc., dated March 02, 2023, Revision 3, dated 2023-03-02.

25. **Right Elevation, Decoeur Transitional (TN), Blocks 1 to 12, 2370 Tenth Line Road**, Dwg. A2.30, prepared by BIM Studio & Organica Studio Inc., dated March 02, 2023, Revision 3, dated 2023-03-02.
26. **Right Elevation, UPG, Decoeur Transitional (TN), Blocks 1 to 12, 2370 Tenth Line Road**, Dwg. A2.31, prepared by BIM Studio & Organica Studio Inc., dated March 02, 2023, Revision 3, dated 2023-03-02.

And as detailed in the following report(s):

1. **2370 Tenth Line Road – Site Servicing and Stormwater Management Report**, Project No. 160401710, prepared by Stantec Consulting Ltd., dated December 2, 2022.
2. **Geotechnical Investigation, Proposed Mixed-Use Development, 2370 Tenth Line Road**, Report No. PG5914-1, prepared by Paterson Group, Revision 2, dated October 6, 2022.
3. **Geotechnical Assessment – Grading Plan Review, Proposed Residential Development, 2370 Tenth Line Road**, Memorandum, File No. PG5914-MEMO.02, prepared by Paterson Group, Revision 3, dated February 27, 2023.
4. **Phase I - Environmental Site Assessment, 2370 Tenth Line Road, Ottawa, Ontario**, Report No. PE5471-1, prepared by Paterson Group, dated November 8, 2021.
5. **Tree Conservation Report for 885 Decoeur Drive, Ottawa, Final Report**, prepared by Kilgour & Associates Ltd, dated November 4, 2021.
6. **Transportation Impact Assessment, 2370 Tenth Line Road, Step 4 Strategy Report (SPA revision)**, Report No. PN 2021-052, prepared by CGH Transportation, dated December 2022.
7. **Roadway Traffic Noise Assessment, 2370 Tenth Line Road, Orléans, Ottawa, Ontario**, Report No. 21-331–Traffic Noise R2, prepared by Gradient Wind, dated November 22, 2022.

And subject to the following General and Special Conditions:

### **General Conditions**

#### 1. **Execution of Agreement Within One Year**

The Owner shall enter into a standard site development agreement consisting of the following conditions. In the event the Owner fails to enter into such agreement within one year, this 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 firefighting 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 Walkways**

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. Pedestrian Crossover**

The Owner acknowledges and agrees to design and construct a pedestrian crossover (PXO) connecting the sidewalks on both sides of Décoeur Drive at the intersection of Magnolia Street and Décoeur Drive, or at another location deemed appropriate, to provide a pedestrian linkage to and from Henri-Rocque Park and the Park Land. In this regard, the Owner further acknowledges and agrees to submit required drawings for the detailed design of such road modification, in accordance with Condition 11, below.

### **11. Roadway Modifications – Delayed Process**

The Owner acknowledges and agrees that the road modification detailed design review and acceptance by the City is required for the road modification works associated with the proposed Site Plan, to the satisfaction of the General Manager, Planning, Real Estate and Economic Development.

The Owner agrees to pay the separate process fee of \$2,830.00 (plus HST) at the time of registration of this Site Plan Agreement. The Owner acknowledges and agrees that the Owner may be subject to other additional fees and agreement addendum due to the delayed road modification detailed design process. The Owner agrees to submit required drawings for the aforementioned road modification detailed design. Further, the Owner agrees to be responsible for all costs associated with the public roadway modifications and provide required securities to the City, all to the satisfaction of the General Manager, Planning, Real Estate and Economic Development.

The Owner acknowledges and agrees that the required roadway modifications, must be complete prior to the Owner requesting or allowing occupancy of the building.

### **12. Private Approach Detail**

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.

### 13. **Noise Control Attenuation Measures**

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

- (a) each unit within Apartment Blocks A, B and C as shown on the approved Site Plan, referenced in Schedule "E" of this Agreement, is to be equipped with central air conditioning;
- (b) each unit within Stacked Dwelling Blocks 1 to 6, inclusive, and 12 as shown on the approved Site Plan, referenced in Schedule "E" of this Agreement, 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; and
- (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 clause 14 below.

### 14. **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 – Stacked Dwelling Blocks 1-6 and 12

"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 – Apartment Blocks A, B and C

“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.”

15. **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 (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.

16. **Temporary or Permanent Construction Tiebacks**

The Owner agrees and acknowledges that for the placement of tiebacks in lands other than their own, a utility circulation will be required with the City and Utilities, and should construction tiebacks be left in-place in the Right-of-way (ROW), a City Park, City Block or a Sewer Easement, then they must be de-tensioned tiebacks to the satisfaction of the General Manager, Planning, Real Estate, and Economic Development Department. In addition, if permanent tiebacks are required an Encroachment Agreement will be required with the City prepared at the Owners expense. Furthermore, as constructed drawings shall be provided to the City in an acceptable format showing locations of said tiebacks.

17. **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.

18. **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.

19. **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 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.

20. **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.

21. **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.

22. **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.

**23. 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.

**24. Vibration Caused by Construction Activity**

The Owner agrees and acknowledges that prior to commencing site alteration or construction vibration monitoring shall be undertaken by a Professional Engineer licensed in the province of Ontario. Vibration levels shall not exceed those determined by the City and Province to cause damage to adjacent buildings and structures. The Owner may consider offering pre-construction surveys to adjacent/abutting properties to validate damage claims or indemnify and save harmless. The Owner agrees to maintain vibration monitoring records during construction, which shall be made available to the General Manager, Planning, Real Estate and Economic Development upon request. The Owner agrees and acknowledges that the City shall be indemnified from any damage claims resulting from construction activities.

**25. 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); and
  - (ii) 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.

**26. Waste Collection - Residential**

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.

**27. Waste Collection – Non-residential**

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

**28. Parkland Dedication**

- (a) The Owner acknowledges and agrees that the required parkland conveyance to the City is 3350 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:
  - (i) For conveyance of parkland:
    - i. one hectare per 600 net residential units but shall not exceed a maximum of 10% of the gross land area where less than or equal to five hectares (residential > 18 units/net ha).
    - ii. 2% of the gross land area (commercial & industrial uses).
- (c) Where land is developed for a mix of uses within a building, the required conveyance shall be the cumulative sum for each use, as calculated using the applicable rate prorated proportionally to the gross floor area allocated to each use.

Parkland Conveyance Requirement Table

Development Type	Rate ha./net dw.u.	Residential units at applicable rate or max. gross land area	Conveyance Requirement	Proportion of Gross Floor Area allocated	Proportional Conveyance Requirement
Residential –	1/600	144	0.24 ha	100%	0.240 ha

stacked town					
Residential in mixed use building	1/600 to a max. of 10%	1.33 ha	0.133 ha	65%	0.086 ha
Commercial in mixed use	2%	1.33 ha	0.027 ha	35%	0.009 ha
Total requirement:					0.335 ha
Parkland Conveyance (Land):					0.470 ha

- (d) The Owner covenants and agrees that the parkland dedication stated in Paragraph 29(a) above accounts for an over-dedication of 0.135 hectares of parkland, and that the City will not reimbursement the Owner for such over-dedication in any form.

**29. Conveyance of Parkland**

Prior to registration of the Site Plan Agreement, the Owner shall convey parkland to the City, at no cost to the City, being Parts Insert Part(s) Number(s) on 4R-Insert Plan Number (hereinafter referred to as “Park Land”), in accordance with the *Planning Act*, RSO 1990, c P.13 and the City’s Parkland Dedication By-law, being By-law No. 2022-280, as amended, to the satisfaction of the General Manager, Recreation, Cultural and Facility Services.

**30. Park Block Conveyance**

- (a) The Owner shall be responsible for the construction and installation of the base park improvements for the Park Land (the ‘Base Park Improvements’) at their sole expense and to the satisfaction of the General Manager, Planning, Real Estate and Economic Development Department and the General Manager, Recreation, Cultural and Facility Services.
- (b) The Base Park Improvements will include the following:
- (i) demolition, removal and disposal of all existing materials, structures and foundations;
  - (ii) grading (including cut and/or fill) where necessary to bring the Park Land to site plan grades and to provide positive surface drainage, in accordance with the approved Grading Plan.
  - (iii) topsoil supply and placement, minimum of 150 mm;
  - (iv) seed and/or sod #1 nursery grade or equivalent value;
  - (v) fencing to City standard;
  - (vi) street trees along all public road allowances, which abut future City owned parkland;
  - (vii) all necessary drainage systems including connections to municipal services as required; and
  - (viii) Unless otherwise specified, the Owner shall provide the following services and utilities to all Park Land:
    - i. A 300mm diameter storm sewer and Catch Basin/Manhole at 2m inside the park property line;
    - ii. A 50mm diameter water line complete with water vault chamber at 2m inside the park property line as per city standard details for unit price contracts. Costs for the water vault chamber and water meter, if ultimately required, shall be paid for by the City or be included as part of the maximum park construction budget for the park;

- iii. 150mm diameter sanitary sewer and Manhole at 2m inside the park property line;
- iv. A 120/240 volt, 200 ampere single phase hydro service at 2m inside the park property line complete with electrical kiosk for park services as per city standard details for unit price contracts. The Owner is responsible for making all arrangements and coordinating the connection of the new hydro service, including costs and inspections, with the respective electrical agencies; and
- v. Electrical and water connections (minimum 50mm) are to be connected directly to the street line, including back flow preventors, shutoff valves, water and hydro meters and chambers.

All work shall be completed in accordance with the approved Plans and Reports referenced in Schedule "E" herein and to the satisfaction of the General Manager, Planning, Real Estate and Economic Development and the General Manager, Recreation, Cultural and Facility Services.

- (c) The Owner acknowledges and agrees that no stormwater management facilities, overland flow routes, and/or encumbrances of any kind, such as, but not limited to, retaining walls, utility lines, agreements and/or easements of any kind shall be located on, under, or above dedicated Park Land, save and except any utilities lines required by the City, and shall be removed and/or released from the Park Land, prior to the conveyance of the said lands to the City. Any utilities presently located within the Park Land, must be relocated at the Owner's sole expense.
- (d) Notwithstanding the transfer of the Park Land, the Owner acknowledges and agrees that the Owner will retain all liability for the transferred Park Land, until Final Acceptance of the Base Park Improvements, and that said transfer will in no way exonerate the Owner from its responsibility pursuant to the terms of the Site Plan Agreement. The Owner, on behalf of himself, his heirs, executors, administrators and assigns, including his successors in title, covenants and agrees to indemnify and save harmless the City from all actions, causes of actions, suits, claims or demands whatsoever which arise directly from the interim use by the Owner of the Park Land.
- (e) The Owner acknowledges and agrees that it is the responsibility of the Owner to rough grade the park where necessary to meet Site Plan grades and provide for positive surface drainage across the Park Land, as per the approved Grading Plan referenced in Schedule "E" hereto. If fill is required, it shall be comprised of clean earth borrow, compacted and leveled within the Park Land accordingly as per the City Standards for Park Fill and rough grading. All at the expense of the Owner.

Any fill imported to the Park Land must be conducted in accordance with the excess soils regulations, as amended. Documentation of the source and quality of the fill to be imported must be approved by a Qualified Person, as defined by Ontario Regulation 153/04, as amended. Soils must be tested to the minimum parameter list as specified in the excess soils regulations. Importation of soils with no chemical testing will not be permitted. Additional testing may be required by the Qualified Person as defined in the regulation.

Copies of all records related to all soils imported to the Park Land must be provided to the City. All works and fill materials are to be approved by the General Manager, Planning, Real Estate and Economic Development Department prior to being placed on site.

All work shall proceed in accordance with the applicable regulations and according to the current (at time of work) approved City details and specifications.

- (f) The construction of the Base Park Improvements to the Park Land shall be completed within the earlier of: (a) two years after the issuance of the first Above Grade Permit for any part of the subject lands, or (b) prior to any occupancy permit for any part of the subject lands, to the satisfaction of the General Manager, Recreation, Cultural and Facility Services. Unforeseen delays (e.g., weather) resulting in the late completion of the construction of the Base Park Improvements to the Park Land may be taken into consideration and the date for completion may be extended, at the sole discretion of the General Manager, Recreation, Cultural and Facility Services.
- (g) Should the Owner carry out any of the Base Park Improvements on the Park Land following conveyance of the Park Land to the City, the Owner must obtain, at the Owner's expense, a License of Occupation (LOO) or a Consent to Enter (CTE) from the City's Corporate Real Estate Office. The LOO or CTE will outline in detail the insurance requirements, extent of area permitted, permitted use, and duration to the satisfaction of the General Manager, Recreation, Cultural and Facility Services. The Owner will indemnify the City against any claim during any interim use of or work carried out by the applicant on the park, to the satisfaction of the General Manager, Recreation, Cultural and Facility Services.
- (h) The Owner shall submit, as set out in Schedule "B" herein, securities at the rate per hectare and indexing rate utilized for park development. A park review and inspection fee will further be collected and is based on 4% (+HST) of the park development rate for the site and in accordance with the City's Planning Fees By-law, as amended.
- (i) Once a Facility Fit Plan is submitted and after tree protection fencing has been installed accordingly, both as approved by the General Manager, Recreation, Cultural and Facility Services Department, the Owner may remove vegetation, trees and topsoil from the Park Land to facilitate rough grading of the area.

If the native topsoil has been removed from the Park Land, the Owner agrees to provide replacement topsoil, outside of the Park Development Budget, at a sufficient depth and quality for parks as per City Standards for park topsoil. All work shall proceed in accordance with the applicable regulations. The Owner shall level and grade such topsoil as required by the City.

- (j) The City acknowledges and agrees that the Owner may use the Park Land outside of the protected park areas for the stockpiling of materials or staging as needed. The Owner agrees to conduct the stockpiling of soils in accordance with the excess soils regulation, as amended.

The Owner agrees contaminated soils shall not be stockpiled on future park areas. The Owner agrees to provide to the City documentation of the source and quality of the soils temporarily stored on the future park areas.

The Owner acknowledges and agrees that, in the event the Owner chooses to use the Park Land for stockpiling or staging, once this use of the parkland is completed, all materials will be removed from the Park Land and a geotechnical report prepared by a geotechnical engineer or geoscientist, licensed in the Province of Ontario, be submitted. The geotechnical report shall confirm that the subgrade is suitable for its intended use and that no contaminants have been deposited on the Park Land. The geotechnical report must indicate the level of soil compaction on the site and conform

to City Standards, to the satisfaction of the General Manager, Planning, Real Estate and Economic Development.

The Owner agrees that any remediation required to the Park Land as result of the Owners use of the Park Land will be at the Owner's expense and will be in addition to the estimated Park Development Budget and such remediation work shall be completed to the satisfaction of the General Manager, Planning, Real Estate and Economic Development.

- (k) The Owner acknowledges and agrees to undertake a geotechnical and soils analysis of the Park Land to determine its composition and drainage characteristics to a minimum 2 metre depth. The Owner shall clearly demonstrate to the satisfaction of the General Manager, Planning, Real Estate and Economic Development that the soils in the Park Land are capable of supporting the development of park facilities such as, but not limited to, pathways, children's playgrounds, park shelters, and vegetation growth.
- (l) Record of Site Condition

The Owner shall submit to the General Manager, Planning, Real Estate and Economic Development, verification to the satisfaction of the City's Corporate Real Estate Office that the proposed land is suitable for park use in accordance with provincial legislation and regulations. This verification will include, but is not limited to, a report documenting the soil and/or groundwater conditions on site at the substantial completion of the park construction. The soil and groundwater on site are to meet the appropriate O.Reg. 153/04 Site Condition Standards.

### 31. **Park Design and Construction**

- (a) The Owner acknowledges and agrees to design and construct at its cost the Park Land, identified as Part Insert Part(s) Number(s) on 4R-Insert Plan Number, in accordance with City Specifications and Standards. The Owner further agrees to provide for approval, design plans and documents as detailed in the Park Development Manual (and as amended) for the park(s). The plans and documents will detail the designs, costs and amenities to be provided on the Park Land. The expected cost of the design, construction, review and inspection of these parks will be in accordance with the indexing rate per hectare utilized for park development by the City at the time of registration of Site Plan Agreement and shall be referred to as the "Park Development Budget".

The design plans and documents as well as the final Park Development Budget shall be subject to approval by the City, all to the satisfaction of the General Manager, Recreation, Cultural and Facility Services.

- (b) The Owner acknowledges and agrees the Park Development Budget does not include any preliminary and/or remedial work necessary to bring the Park Land to the Base Park Improvements including, but not limited to, park servicing 2m inside the park property line, filling of the Park Land to meet the approved Grading Plan referenced in Schedule "E" hereto, and removal of trees. This shall be at the cost of the Owner and to the satisfaction of the General Manager, Planning, Real Estate and Economic Development.
- (c) The Owner covenants and agrees to coordinate the identification and possible removal of any existing trees and vegetation from the Park Land, including any trees identified for preservation, with the City Park Planner, Recreational, Cultural & Facility Services

Department. The opportunity to retain existing vegetation on the Park Land, including any trees identified for preservation, is subject to the detailed design of the park. A tree permit must be issued prior to removal of the trees within the Park Land and the specific trees to be retained within the Park Land must be fenced with protective fencing at the critical root zone. Such fencing is to be inspected and approved by the City Forester and Park Planner, Recreational, Cultural & Facility Services Department prior to the issuance of a tree removal permit.

- (d) All Owner obligations associated with the Park Land must be completed to the satisfaction of the General Manager, Planning, Real Estate and Economic Development at such time that 50% of the dwelling units located on the subject lands are granted occupancy permits, or at such date as approved in writing by the General Manager, Recreation, Cultural and Facility Services.
- (e) The Owner and the General Manager of Recreation, Cultural and Facility Services may, if it is mutually beneficial to both parties, enter into an agreement whereby the Owner will provide funding to the City for the design and the construction of the Park Land. The City will proceed with the design and construction of the park as per the typical City-build park process as described in the Parks Development Manual. The timing of the park construction will be at the discretion of the City.

The expected cost of the park(s) works to be paid to the City will be based on the indexing rate per hectare utilized for park development by the City at the time of registration, (referred to as the Park Development Budget), plus a 5% administrative fee for City forces to execute the project plus 13% HST on the total amount. The funding for park works will be paid to the City at the time of registration. All standard site plan conditions associated with the Base Park Improvements, including but not limited to fencing, fill and rough grading, topsoil replacement, tree removal and services stubbed to within 2.0 m inside the Park Land will remain a site plan cost to be covered by the Owner separate from the Park Development Budget.

### 32. **Protection of Public Park Land**

- (a) Save and except as contemplated by Condition 31 herein, the Owner shall neither deposit, nor permit to be deposited, fill, snow, debris, building materials, granular, excavated materials, topsoil or construction equipment, nor allow vehicle parking, storage or access for any purposes on the Park Land. Furthermore, the Owner shall neither remove nor permit to be removed any fill, topsoil, trees, vegetation or shrubs from on the Park Land, without the prior consent of the General Manager, Planning, Real Estate and Economic Development.
- (b) The Owner shall cause the lands transferred, designated as Part Insert Part(s) Number(s) on 4R-Insert Plan Number, to the City for park purposes, to be identified by permanent markers and, if required, temporary markers at the Owner's expense. The Owner shall install and maintain temporary fencing adjacent to Part Insert Part(s) Number(s) on 4R-Insert Plan Number. The markers and temporary fencing shall be of a type and placed in such a location and at such times as are satisfactory to the General Manager, Planning, Real Estate and Economic Development.
- (c) The Owner shall install tree protection fencing around the tree(s) to be retained within the Park Land. Fencing shall be installed prior to any site Works and shall be maintained in good order throughout the construction period. Any removal or revisions to the location of protection fencing shall be to the satisfaction of the General Manager, Planning, Real Estate and Economic Development.

- (d) Trees or shrubs which have been or are hereafter removed from the Park Land in contravention of the Site Plan Agreement shall, at the City's option, be replaced by the Owner, at the expense of the Owner, with nursery stock of a variety and quality equivalent to or better than the trees and/or shrubs removed.

**33. 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.”

**34. Fencing**

The Owner, or any subsequent Owner of the whole or any part of the Site, acknowledges and agrees that a two-rail, wood post-and-rail fence is to be erected and maintained the length of the common lot line between the Site and the Park Land, as illustrated on the approved Landscape Plan. The fence is to be installed 0.15 metres on the private property side. The fence is to be continuous except for two openings to provide resident access to the park, as shown on the approved Landscape Plan.

**35. 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 36 (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 to require the purchaser to enter into an assumption agreement thereto.

36. **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.

37. **Private Road Agreement**

The Owner acknowledges and agrees to enter into a Private Road Naming Agreement with the City for the naming and maintenance of the private roadways on the Site to the satisfaction of the Chief Building Official, Building Code Services, and the General Manager, Planning, Infrastructure and Economic Development.

38. **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.

39. **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.”

40. **Canada Post**

The Owner acknowledges and agrees to include in all offers of purchase and sale a statement which advises the purchaser that Canada Post will provide mail delivery service to the Site through the employment of centralized Community Mail Boxes.

July 24, 2023

\_\_\_\_\_  
Date



\_\_\_\_\_  
Geraldine Wildman, RPP, MCIP  
Acting Manager, Development Review - East  
Planning, Real Estate and Economic Development  
Department

Enclosure: Site Plan Control Application Approval – Supporting Information



## SITE PLAN CONTROL APPROVAL APPLICATION SUPPORTING INFORMATION

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**File Number:** D07-12-21-0224

### SITE LOCATION

The subject site, addressed 2370 Tenth Line Road, is situated on the west side of Tenth Line Road and south of Brian Coburn Boulevard within the Orléans South part of Ward 19, as shown on Document 1 - Location Map.

### SYNOPSIS OF APPLICATION

The subject site is located on the west side of Tenth Line Road and extends from Brian Coburn Boulevard at the site's north limit to Décoeur Drive at the south limit of the property. The 3.64-hectare vacant site is irregular in shape and abuts two vacant, rectangular corner properties fronting Tenth Line Road, one at the intersection of Brian Coburn Boulevard and the other at the intersection of Décoeur Drive. The site is west of and opposite Tenth Line Road from the established low-rise residential community of Avalon, and south of and opposite Brian Coburn Boulevard from the existing shopping centre known as the Shops of Tenth Line. Abutting the site to the west are École élémentaire Catholique Notre-Place, an elementary school, and the rear yards of several residential townhouses that front along the neighbouring street of Yellowcress Way. Farther south and opposite Décoeur Drive is a stacked townhouse development next to Henri-Rocque Park, a municipal neighbourhood park.

The subject site plan control proposal, illustrated in Document 2, is to construct a mixed-use residential and commercial development that also comprises a 0.46-hectare linear park that extends from Brian Coburn Boulevard to Décoeur Drive along the site's west property line. Twelve, 3-storey stacked townhouse dwelling blocks containing a total of 144 dwelling units are arranged in two organized rows abutting the length of the proposed linear park and internal to the site. Three, 3-storey mixed-use buildings containing 84 dwelling units on the upper floors and approximately 2,700 square metres of ground-oriented retail floor space front along Tenth Line Road and Brian Coburn Boulevard. Vehicular access to and from the site is provided along Tenth Line Road, restricted to right in-right out movements, and Décoeur Drive, which access is to permit all turning movements. The on-site parking area is arranged in several compartments served by two main drive aisles and accommodates 286 spaces for resident and visitor use and another 91 spaces assigned to the commercial uses, for a total of 377 spaces. Several refuse storage facilities are positioned throughout the site and are accessed via the on-site drive aisles. Outdoor bicycle storage areas for residents are provided throughout the site, and another 12 spaces are provided for use by commercial patrons. A central outdoor communal amenity area features picnic tables, grassed areas and medium and large canopy trees for shading. Another smaller outdoor amenity area is provided adjacent to the Brian Coburn Boulevard road allowance. The interior of the site is adequately landscaped throughout featuring an arrangement of medium and large canopy deciduous trees, coniferous trees and shrubs. Because of tree planting restrictions along Tenth Line Road due to the presence of overhead hydro wires, the front yards of the mixed-use buildings feature only sod. However, both Décoeur

Drive and Brian Coburn Boulevard are lined with medium and large canopy street trees.

The architecture of the proposed mixed-use buildings generally consists of elements typical of contemporary mid-rise developments. Each of the rectangular-shaped buildings features a flat roof and is clad primarily with alternating applications of wood grained and “cobble stone” cement fibre board, with contrasting black cement fibre board applications on each side elevation. The balconies are recessed along both of the building’s long dimensions, with projecting balconies featured along the flanking façades. The ground floor commercial retail level along both long elevations primarily features continuous glazing of almost full floor height.

The stacked townhouse dwelling blocks are fairly conventional in architectural presentation. Each block contains twelve dwelling units each accessed from a ground floor entrance. Each dwelling block features a hip roof, horizontal vinyl siding with cement fibre board accents on all facades, with clay brick accents on the supporting structures of the projecting balconies to the second floor.

The proposed site development is to be serviced by sanitary and stormwater sewer and water main connections to the existing municipal services within Décoeur Drive and Brian Coburn Boulevard. The proposed linear park block is to be serviced directly from Décoeur Drive only.

Unusual to a site plan control approval is the development of a linear park block that is to be conveyed to the City for municipal park purposes. Given the density and anticipated residential population of the proposed development, the preference is to have parkland conveyed rather than a cash contribution in lieu of parkland. Consequently, several of the above conditions of site plan control approval pertain to the conveyance of the parkland and obligations imposed on the proponent respecting the development of the park, including the provision of a pedestrian crossover (PXO) across Décoeur Drive to provide pedestrian access from the linear park to the nearby Henri-Rocque Park along the south side of the road.

### **Residential Units and Types**

<b>Dwelling Type</b>	<b>Number of Units</b>
Apartment	84
Stacked Townhouse	144

### **Related Applications**

The following application, approved by Council on 9 November 2022 (By-law 2022-364), is related to this proposed development:

- Zoning By-law Amendment – D02-02-21-0156

### **DECISION AND RATIONALE**

This application is approved for the following reasons:

- The site development conforms in every respect to the policies of the Official Plan (2022). Schedule B8 – Suburban (East) Transect – designates the site as Minor Corridor subject also to the Evolving Neighbourhood Overlay policies. In addition, a portion of the site within its southwest corner lies beyond the limits of the Minor Corridor designation and, therefore, is subject to the policies of the Neighbourhood designation.

The planned function of the Minor Corridor designation combines a higher density of development, a greater degree of mixed uses and a higher level of street transit service than

abutting Neighbourhoods. The designation applies to lots abutting the corridor(s), in this case both Tenth Line Road and Brian Coburn Boulevard, that are generally a maximum depth of 120 metres from the centreline of the street. The policies permit both a mix of uses and residential-only buildings and require buildings having the maximum permitted height (up to four-storeys) and densities to locate closest to the corridor. Appropriate transitions in building height, land use, site design and development character to the surrounding built environment is paramount.

The Evolving Neighbourhood Overlay is intended to provide built form direction in cases where a change in character is anticipated, and it applies to areas that are in a location or at a stage of evolution that creates the opportunity to achieve an urban form in terms of use, density, built form and site design. The Neighbourhood designation generally permits a range of low-rise residential and non-residential uses and built forms that achieve the residential intensification and density targets of the Plan. The proposed development also conforms with the relevant policies of both the Evolving Neighbourhood Overlay and Neighbourhood designation.

- The subject site also lies within the limits of the Mer Bleue Community Design Plan (2006). The Land Use Plan contained within the Community Design Plan designates the subject site as “Commercial”, the intent of which is to provide a range of supporting commercial uses to residents of the surrounding neighbourhoods. The Plan does not identify residential uses as being permitted in the Commercial designation.

While the CDP is intended to guide the development of the Mer Bleue community, it does permit some flexibility in its interpretation, provided the general intent of the policies and guiding principles of the Plan are maintained. It was staff’s opinion at the time of consideration of the related amending zoning amendment in 2022 that permitting residential use buildings comprised solely of residential units in combination with mixed use buildings within the Commercial land use designation does not constitute a substantive change to the CDP. Despite the proposed introduction of residential uses to the Commercial land use designation, the proposed mixed use site development respects the CDP’s relevant guiding principles in that it would continue to provide opportunities for jobs and contribute toward achieving a desired mix of uses in a compact urban form that makes efficient use of land and existing and planned infrastructure.

- The site-specific zoning amendment passed by Council on 9 November 2022 (Amending By-law 2022-364) is in full force and effect over the subject property. The proposed site development conforms in every respect with the uses and provisions of the applicable “General Mixed Use” zone subject to “Exception 2835” (GM[2835]).
- The proposed site, servicing and landscape design for the low-rise mix-use residential and commercial development, subject to the proposed conditions of approval, are reasonable and appropriate in the context of the surrounding development, and, therefore, represent good and responsible planning and site design.

The above conditions of site plan control approval would serve to ensure that the development proceeds in accordance with the approved plans and conditions of site plan control approval.

## **PARKLAND DEDICATION**

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

## **ROAD MODIFICATIONS**

A proposed pedestrian crossover (PXO) is associated with this site plan control application, as detailed in the above conditions. The PXO is proposed across Décoeur Drive in a location yet to be determined. The purpose of the PXO is to provide a safe pedestrian crossing linking the proposed linear park to Henri-Rocque Park on the south side of Décoeur Drive at either the intersection of Magnolia Street or generally in front of the elementary school. Given that the desire for a PXO was identified relatively late in the site plan review process, the proponents will be required to file for and obtain a separate Roadway Modification Approval from Transportation Engineering Services (TES) to determine the best location and design of the PXO.

## **CONSULTATION DETAILS**

### **Councillor's Comments**

Councillor Catherine Kitts was aware of the application related to this report. The Councillor has concurred with the proposed conditions of approval.

Councillor Catherine Kitts indicated the following comments:

The incorporation of a linear park serves as a much-needed buffer for existing residential areas and promoting green space. The inclusion of mixed-use elements demonstrates a thoughtful approach to fostering a true 15-minute neighbourhood, which is sorely needed in South Orléans.

I commend the developer for actively engaging with my office's concerns by removing the entrance on Brian Coburn Boulevard, addressing traffic and safety issues proactively. As with many development applications in Ward 19, the cumulative impact of the rapid pace of development is putting pressure on our already oversubscribed transportation network. Investments in South Orléans infrastructure is urgently needed to accommodate the planned number of units coming to this area.

In the interim, I fully support the developer designing and constructing a PXO connecting the sidewalks on both sides of Décoeur Drive at the intersection of Magnolia Street and Décoeur Drive for increased safety in proximity to parks and schools.

### **Response to Councillor Comments**

Councillor Kitts engaged planning staff at various times throughout the review of the site plan application and the previous related zoning amendment review process for her input on the matters noted above in her comments.

### **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**

Document 3 contains a table summarizing the public comments received in response to the initial site development proposal along with City staff's responses to each comment.

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

### Summary of Comments –Technical

Comments were received from the representatives of a few utility companies and agencies, including Canada Post, Bell Canada, Enbridge Gas, the South Nation Conservation Authority, and Bike Ottawa, all of whom either provided comments and/or requested conditions be included in the conditions of site plan control approval.

In addition, the Ottawa-Carleton District School Board requested that its standard notice to purchasers concerning school accommodation pressures be included in the conditions of site plan control approval.

### Response to Comments –Technical

All the technical comments received have been adequately addressed on the approved plans. Any specific conditions requested by the technical agencies are included in the text of the standard site plan agreement (Condition 1), and Conditions 39 and 40, respectively, have been included to address the specific interest of the School Board and Canada Post.

## **Advisory Committee Comments**

### Summary of Comments – Advisory Committees

N/A.

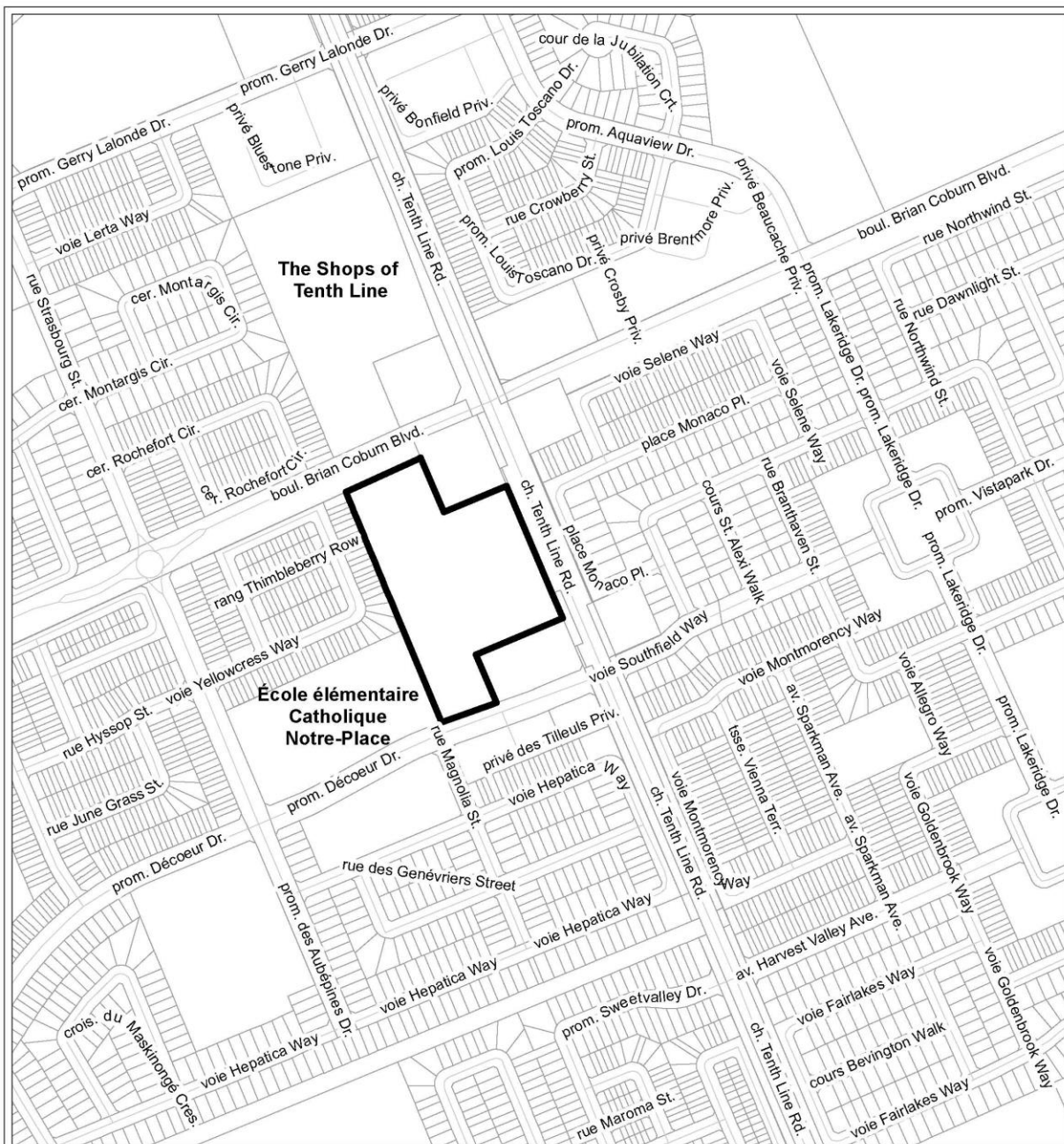
## **APPLICATION PROCESS TIMELINE STATUS**


This Site Plan application was not processed by the On Time Decision Date established for the processing of an application that has Manager Delegated Authority due to the time required for City staff and the proponent to address the various site design and technical issues that were raised during the related zoning amendment and subsequent site plan control review process.

**Contact:** Michael Boughton; Tel: 613-580-2424, ext. 27588; or e-mail: Michael.Boughton@ottawa.ca.



# Document 1 – Location Map



	
D02-02-21-0156	22-0029-X
D07-12-21-0224	
I:\CO\2022\Zoning\Tenth_Line_2370	
<small>©Parcel data is owned by Teranet Enterprises Inc. and its suppliers. All rights reserved. May not be produced without permission. THIS IS NOT A PLAN OF SURVEY</small>	
<small>©Les données de parcelles appartiennent à Terranet Enterprises Inc. et à ses fournisseurs. Tous droits réservés. Ne peut être reproduit sans autorisation. CECI N'EST PAS UN PLAN D'ARPENTAGE</small>	
REVISION / RÉVISION - 2022 / 01 / 17	

LOCATION MAP / PLAN DE LOCALISATION  
 ZONING KEY PLAN / SCHÉMA DE ZONAGE  
 SITE PLAN / PLAN DE EMPLACEMENT

 2370 chemin Tenth Line Road



NOT TO SCALE





## Document 3 – Summary of Initial Public Comments

Question/Comment	Staff Response
<b>Density</b>	
<p>There are an exorbitant number of residential and mixed-use buildings with a high concentration of residential units, and there is not much distance between the buildings and adjacent property lines.</p>	<p>The revised site plan shows an overall decrease of 12 dwelling units, approximately 400 sq.m. of retail floor space and the removal of one of the mixed-use buildings from the plan initially proposed. The residential density is approximately 63 dwelling units per hectare, which is consistent with Official Plan policies.</p>
<p>The height of the dwelling blocks is greater than the adjacent two-storey townhouses. The mixed-use buildings and residential dwellings adjacent to the abutting residential neighbourhood should be two storeys.</p>	<p>The Official Plan permits a low-rise built form, or four storeys or less, throughout the site and neighbourhood. The visual impact of the proposed 3.5-storey stacked townhouse dwelling blocks on the abutting residential properties has been significantly reduced with the introduction of a 15-metre wide linear park abutting the existing residential properties.</p>
<b>Land Use/Compatibility/Housing</b>	
<p>The incorporation of commercial and residential uses will help the City achieve its goal of 15-minute neighbourhoods. Orléans is certainly in need of a greater variety and mixed of residential development.</p>	<p>Agreed.</p>
<p>This site was not expected to be developed with mostly housing, and especially not the amount proposed. It was expected that the buffer and setback to the residential and commercial buildings from the west residential property line would be much greater than what is proposed. A greater setback is required along the entire west property line; the dwelling blocks are simply too close and offer no open space for screen planting.</p>	<p>The separation of the initially proposed stacked townhouse dwelling blocks from the abutting residential properties has been significantly increased with the introduction of a 15-metre wide linear park.</p>
<p>There is not much greenspace at all along the frontage of the proposed multi-residential dwelling blocks. It appears to be dominated by a sea of parking spaces and lots.</p>	<p>The revised site plan reduces the amount of parking spaces by 70 spaces, and a central green space and smaller one adjacent to Brian Coburn Boulevard have been incorporated in the site design.</p>
<p>The mix of commercial and residential on the same site is likely to cause congestion and on-site traffic conflict. Of utmost</p>	<p>City staff and the applicant have worked to ensure that the network of internal walkways and amenity areas throughout the site are</p>

Question/Comment	Staff Response
concern is the safety of the residents in the development, given the limited recreational space proposed.	adequate. The revised site plan also now incorporates a 0.46-hectare linear municipal park.
The number of highly concentrated residential buildings should be reduced to provide more space between buildings to allow for adequate privacy, access to sunlight and landscape screening.	The number of residential buildings on the revised site plan has not decreased, but the arrangement of them throughout the site has changed. One of the initially proposed mixed used buildings has been removed from the plan.
Will there be any affordable, inclusive housing?	Developers are not required to share their expected rental rates with the City and, therefore, City staff do not know how affordable any particular development might be. The City encourages the provision of a range of housing (ownership and rental) to increase choice and provide a range of affordability. However, there currently are no tools that City staff can use to require the provision of a certain number of affordable units or a specific level of affordability.
Consideration for a barrier-free design has not been included in the proposal.	Accessibility design considerations, including depressed curbs and barrier-free parking spaces, have been incorporated on the revised site plan.
<b>Privacy/Enjoyment of Property</b>	
The residents of the dwelling units proposed along the rear yards of the adjacent townhouse development will have a clear and direct view into the adjacent homes and backyard. This clearly and unexpectedly affects the residents' privacy, access to sunlight and level of enjoyment of their properties.	The separation of the initially proposed stacked townhouse dwelling blocks from the abutting residential properties has been significantly increased with the introduction of a 15-metre wide linear park shown on the revised site plan attached as Document 2.
There are several large parking areas very close to the adjacent Yellowcress Way properties. The increased fumes from car exhaust would impact the air quality and enjoyment by residents of their backyards.	The revised site plan illustrates that the parking areas in proximity to the adjacent residential properties have been relocated. Furthermore, the introduction of a 15-metre wide linear park along the entire west yard of the site effectively mitigates any issues with car exhaust fumes.
<b>Transportation/Traffic</b>	
There is already significant congestion caused by cars attempting to enter and exit the existing shopping centre on the north side of Brian Coburn Boulevard.	The initially planned driveway access to the proposed site development on the south side of Brian Coburn Boulevard has been removed. Access to the site will be from Tenth Line Road

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Adding an additional driveway to the south side of Brian Coburn Boulevard will undoubtedly exacerbate this issue and lead to more congestion and increased traffic noise.	and Décoeur Drive only.
Décoeur Drive is a residential street with a school and park along it. It is already congested during the school pickup and drop off times. Décoeur Drive is a community street and should not be used as a transition from commercial sites to another neighbourhood to avoid traffic lights or congestion; the proposed development would encourage this behaviour.	The surrounding public road network is adequate to accommodate the proposed site development. Décoeur Drive is a collector road with sidewalks along both sides. It is designed to accommodate the traffic generated by such neighbourhood development.
The traffic throughout Orléans South already has no way in and out of the community without the extension of Brian Coburn Boulevard/BRT corridor to Blair Station and the road's widening to its ultimate 4-lane divided roadway. The community's quality of life is suffering. The City needs to act now to upgrade and widen the main arterial roads with better traffic controls.	As per the current Transportation Master Plan (TMP), Navan Road and Brian Coburn are currently listed on the ultimate road network and scheduled to be widened sometime after 2031. The TMP is currently under revision for approval in 2024 and these road project schedules may be reevaluated.
<b>Noise</b>	
The anticipated noise from construction operations will impact the surrounding residents. What is to be done to mitigate such disruption?	Development adjacent to existing buildings is commonplace in developing communities, and appropriate construction measures are taken to safeguard against undesirable impacts. The developer will be subject to the relevant provisions and restrictions of the City's Noise By-law, By-law 2017-255.
There will be an increase in noise levels emanating from the parking areas situated in close proximity to the abutting residential yards to the west.	The revisions to the proposed preliminary site layout, including the introduction of a 15-metre wide linear park along the entire west limit of the site, will significantly reduce noise levels within the outdoor amenity spaces of the adjacent residential properties.
<b>Construction</b>	
Should excavation involve blasting, then there are serious concerns respecting possible damage to the foundations of existing nearby dwellings.	City staff regularly include as a condition of site plan control approval the requirement for the owner to conduct pre- and post-construction inspections of adjacent residence foundations

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	whenever there blasting or hoe ramming is required. Such conditions have been included in this instance.