



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

Site Location: 2851 Baycrest Drive

File No.: D07-12-21-0238

Date of Application: December 30, 2021

This SITE PLAN CONTROL application submitted by Scott Alain, Fotenn Consultants Inc, on behalf of Ryan Ng, Hazelview Developments Inc, is APPROVED as shown on the following plan(s):

1. **Site Plan**, A105, prepared by figurr, dated 2021-08-23, revision 15 dated 2023-03-07.
2. **Site Plan – Overall**, A106, prepared by figurr, dated 2021-08-23, revision 4 dated 2023-02-10.
3. **BLDG A North/South Elevation**, A.200, prepared by figurr, dated 05/18/18, revision 10 dated 2022-11-01.
4. **BLDG A East/West Elevation**, A.201, prepared by figurr, dated 11/16/21, revision 10 dated 2022-11-01.
5. **BLDG B North/South Elevation**, A.202, prepared by figurr, dated 11/16/21, revision 10 dated 2022-11-01.
6. **BLDG B East/West Elevation**, A.203, prepared by figurr, dated 11/16/21, revision 10 dated 2022-11-01.
7. **BLDG C North/South Elevation**, A.204, prepared by figurr, dated 11/16/21, revision 10 dated 2022-11-01.
8. **BLDG C East/West Elevation**, A.205, prepared by figurr, dated 11/16/21, revision 10 dated 2022-11-01.
9. **Landscape Plan**, L1, prepared by GJA Inc., revision 5 dated February 5, 2023.
10. **P1 Parking Plan**, A.100, prepared by figurr, dated 04/26/22, revision 16 dated 2023-03-07.

11. **Ground Floor Plan**, A.101, prepared by figurr, dated 05/18/18, revision 13 dated 2023-02-10.
12. **Second Floor Plan**, A.102, prepared by figurr, dated 06/05/18, revision 13 dated 2023-02-10.
13. **Third / Fourth Floor Plan**, A.103, prepared by figurr, dated 09/01/21, revision 13 dated 2023-02-10.
14. **Fifth / Sixth Floor Plan**, A.105, prepared by figurr, dated 11/18/21, revision 13 dated 2023-02-10.
15. **Seventh Floor Plan**, A.107, prepared by figurr, dated 11/15/21, revision 13 dated 2023-02-10.
16. **Mech / Penthouse Plan**, A.108, prepared by figurr, dated 12/03/21, revision 13 dated 2023-02-10.
17. **Mech / Penthouse Plan**, A.109, prepared by figurr, dated 05/25/22, revision 13 dated 2023-02-10.
18. **Removals**, C-REM, prepared by IBI Group, revision 8, dated 2023-02-03.
19. **General Plan of Services**, C-001, prepared by IBI Group, revision 8, dated 2023-02-03.
20. **General Notes, Legend and CB Data Table**, C-010, prepared by IBI Group, revision 8, dated 2023-02-03.
21. **Grading Plan**, C-200, prepared by IBI Group, revision 8, dated 2023-02-03.
22. **Grading Plan**, C-201, prepared by IBI Group, revision 8, dated 2023-02-03.
23. **Sanitary Drainage Area**, C-400, prepared by IBI Group, revision 8, dated 2023-02-03.
24. **Storm Drainage Area**, C-500, prepared by IBI Group, revision 8, dated 2023-02-03.
25. **Ponding Plan**, C-600, prepared by IBI Group, revision 8, dated 2023-02-03.
26. **Erosion and Sediment Control Plan**, C-900, prepared by IBI Group, revision 8, dated 2023-02-03.

And as detailed in the following report(s):

1. **Geotechnical Investigation**, prepared by Pinchin Ltd., dated December 2, 2022.

2. **Environmental Noise Impact Assessment**, prepared by IBI Group, dated December 2021.
3. **Phase One Environmental Site Assessment**, prepared by Pinchin Ltd, dated September 15, 2021.
4. **Site Servicing Report**, prepared by IBI Group, dated February 3, 2023.
5. **Transportation Impact Assessment**, prepared by GCGH Transportation, dated June 2022.
6. **Tree Conservation Report**, prepared by IFS Associates, dated December 10, 2021.
7. **Water Taking and Discharge Plans**, prepared by Pinchin Ltd., dated December 17, 2021.

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

Requirements

1. 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. **Construct Sidewalks**

The Owner shall design and construct sidewalk(s) within public rights-of-way or on other City owned lands to provide a pedestrian connection from or to the site as may be determined by the General Manager, Planning, Real Estate and Economic Development. Such sidewalk(s) shall be constructed to City Standards.

7. **Extend Internal Walkway**

The Owner shall extend internal walkways beyond the limits of the subject lands to connect to existing or proposed public sidewalks, at the sole expense of the Owner, to the satisfaction of the General Manager, Planning, Real Estate and Economic Development.

8. **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.

9. **Development Charges**

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

Special Conditions

10. **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.

11. **On-Site Parking**

- (a) The Owner acknowledges and agrees that units within the proposed building(s) may not be provided with on-site parking. In the event any future tenant or purchaser wishes to have parking, the Owner acknowledges that alternative and lawful arrangements may need to be made to address parking needs at an alternate location and such arrangements are solely the responsibility of the person seeking parking. The Owner further acknowledges and agrees the availability and regulations governing on-street parking vary; that access to on-street parking, including through residential on-street parking permits issued by the City cannot be guaranteed now or in the future; and that a tenant or purchaser intending to rely on on-street parking for their vehicle or vehicles does so at their own risk.
- (b) The Owner acknowledges and agrees that a notice-on-title respecting on-site parking, as contained in Clause 15 below, shall be registered on title to the subject lands, at the Owner's expense, and a warning clause shall be included in all agreements of purchase and sale and lease agreements.

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

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

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

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

13. **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.

14. **Private Access**

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

15. **Noise Control Attenuation Measures**

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

- (a) Units with a North-facing exterior wall in buildings A and C is to be equipped with central air conditioning;
- (b) East or West facing units in Building A, Units at the Northeast corner in Building B and East or West facing units in Building C are to be fitted with a

forced air heating system and ducting, and shall be sized to accommodate central air conditioning;

- (c) further to subsection (b) above, the location and installation of any outdoor air conditioning device(s) shall comply with the noise criteria of the Ministry of the Environment, Conservation and Parks' Publication NPC-216, dated 1993, and the Environmental Noise Guidelines for Installation of Residential Air Conditioning Devices, dated September 1994, as amended, in order to minimize the noise impacts both on and off the immediate vicinity of the subject lands.
- (d) prior to the issuance of a building permit, a review of building components (windows, walls, doors) is required and must be designed to achieve indoor sound levels within the City's and the Ministry of the Environment, Conservation and Parks' noise criteria. A letter shall be prepared by a qualified professional and provided to the General Manager, Planning, Real Estate and Economic Development confirming the plans submitted for building permit issuance have incorporated any and all mitigation measures to achieve the required indoor sound levels;
- (e) upon completion of the development and prior to occupancy and/or final building inspection, a Professional Engineer, licensed in the Province of Ontario with expertise in the subject of acoustics related to land use planning, shall be retained to visit the lands, inspect the installed noise control measures and satisfy themselves that the installed recommended interior noise control measures comply with the measures in the Environmental Noise Impact Assessment referenced in Schedule "E" hereto. The Professional Engineer shall prepare, sign and stamp a letter to the General Manager, Planning, Real Estate and Economic Development (the "Certification Letter") stating that they certify acoustical compliance with all requirements of the applicable conditions in this Agreement, to the satisfaction of the General Manager, Planning, Real Estate and Economic Development;
- (f) notice respecting noise shall be registered against the lands, at no cost to the City, and a warning clause shall be included in all agreements of purchase and sale or lease agreements, as detailed in paragraph 16 below.

16. **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 A – Increasing Roadway Traffic (all units in Building A and C)

“The Purchaser/Lessee for himself, his heirs, executors, administrators, successors and assigns acknowledges being advised that noise levels due to increasing Heron Road and Briar Hill Drive 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 (Building A – east or west-facing dwelling units, Building B – dwelling units at the northeast corner, Building C – east or west-facing dwelling units)

“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 (Buildings A and C – all dwelling units with a north-facing exterior wall)

“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.”

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 Estate and Economic Development.

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

- (a) The Owner acknowledges and agrees that during major storm events, depressed driveways and below grade parking areas may be subject to flooding due to drainage from the road allowance. The Owner further acknowledges and agrees that the City shall not be liable for flooding claims. The Owner further acknowledges that it is recommended that backwater valves be installed on catch basins located in depressed driveways.
- (b) The Owner acknowledges and agrees that a notice-on-title respecting below grade parking areas and depressed driveways, as contained in Clause 23 hereinafter, shall be registered on title to the subject lands, at the Owner's expense, and a warning clause shall be included in all agreements of purchase and sale and lease agreements.

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

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

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

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

20. **Stormwater Management Memorandum**

Prior to registration of this Agreement, the Owner acknowledges and agrees to provide the General Manager, Planning, Real Estate and Economic Development, with a memorandum prepared by a Professional Engineer, licensed in the Province

of Ontario, confirming that the designed roof-top scuppers and associated spill point elevations will be set equivalent to the top of the control weir of the approved roof drain elevation(s). The Owner further acknowledges and agrees that said memorandum shall be to the satisfaction of the General Manager, Planning, Real Estate and Economic Development, and all associated costs shall be the Owner's responsibility.

21. 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 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. 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.

23. Water Demand for Fire Fighting

The Owner acknowledges and agrees that the City's boundary conditions were provided for the subject development site setting out the available municipal water supply. The Owner further acknowledges and agrees that prior to building permit issuance, a letter shall be prepared by a qualified Building Code professional, licensed in the Province of Ontario, 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 requirements of the Fire Underwriters Survey, 2020, or as amended, to achieve the low construction coefficient used within the proposed building design.

24. 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.

25. 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.

26. 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.

27. Site Lighting Certificate

- (a) In addition to the requirements contained in clause 19 of Schedule "C" hereto, the Owner acknowledges and agrees, prior to the issuance of a building permit, to provide the City with a certificate from an acceptable professional engineer, licensed in the Province of Ontario, which certificate shall state that the exterior site lighting has been designed to meet the following criteria:
 - (i) it must be designed using only fixtures that meet the criteria for full cut-off (sharp cut-off) classification, as recognized by the Illuminating Engineering Society of North America (IESNA or IES);

(ii) and it must result in minimal light spillage onto adjacent properties.
As a guideline, 0.5 fc is normally the maximum allowable spillage.

- (b) The Owner acknowledges and agrees that, upon completion of the lighting Works and prior to the City releasing any associated securities, the Owner shall provide certification satisfactory to the General Manager, Planning, Real Estate and Economic Development, from a Professional Engineer, licensed in the Province of Ontario, that the site lighting has been constructed in accordance with the Owner's approved design plan.

28. **Affordable units – Memorandum of Understanding**

The Owner acknowledges and agrees to provide thirty (30) affordable housing units (as defined in the Memorandum of Understanding as "Secured Affordable New") secured for fifteen (15) years with rents that are not to exceed at 30% of average household income by household income deciles for the current year when they are occupied in the City of Ottawa. The breakdown of units shall be to the satisfaction of the General Manager of Community Services.

29. **Maintenance and Liability Agreement for Landscaping**

The Owner acknowledges and agrees it shall be required to enter into a Maintenance and Liability Agreement with the City, for all plant and landscaping material (except municipal trees), decorative paving and street furnishings placed in the City's right-of-way along Heron Road and Sandalwood Drive in accordance with City Specifications, and the Maintenance and Liability Agreement shall be registered on title, at the Owner's expense, immediately after the registration of this Agreement. The Owner shall assume all maintenance and replacement responsibilities in perpetuity.

30. **Waste Collection**

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

31. **Parkland Dedication**

The Owner acknowledges and agrees that parkland dedication for this development shall be provided in a future phase as demonstrated in the Official Plan Amendment for Heron Gate (OPA 263).

32. **Future Privately Owned Public Space**

The Owner acknowledges and agrees that the westerly access to this development is temporary and will be replaced by a Privately Owned Public Space (POPS) to be reviewed and approved as part of the next phase of development.

33. **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 watermain, for the mutual benefit and joint use of the owners; and any other elements located in the common property; and the Joint Use, Maintenance and Liability Agreement shall be filed with the General Manager, Planning, Real Estate and Economic Development.
- (b) The Owner shall file with the General Manager, Planning, Real Estate and Economic Development, an opinion from a solicitor authorized to practice law in the Province of Ontario that the Joint Use, Maintenance and Liability Agreement is binding upon the owners of the land and all subsequent purchasers to deal with the matters referred to Paragraph ____ (a) above.
- (c) The Owner acknowledges and agrees that the Joint Use, Maintenance and Liability Agreement shall be registered on the Owner's lands at no cost to the City, and a copy of the registered agreement shall be provided to the General Manager, Planning, Real Estate and Economic Development.
- (d) The Owner acknowledges and agrees that the Joint Use, Maintenance and Liability Agreement shall include a clause 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.

34. **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.

35. Private Road Agreement

The Owner acknowledges and agrees to provide submit a Private Roadway Street Naming application to Building Code Services.

36. Corner Sight Triangle

Prior to registration of this Agreement, the Owner acknowledges and agrees to convey to the City, at no cost to the City, an unencumbered corner sight triangle measuring 5 metres x 5 metres at the intersection of Heron Road and Sandalwood Drive. The exact location and area of the corner sight triangle must be determined by legal survey. The Owner shall provide a reference plan for registration, indicating the corner sight triangle, to the City Surveyor for review prior to its deposit in the Land Registry Office. Such reference plan must be tied to the Horizontal Control Network in accordance with the municipal requirements and guidelines for referencing legal surveys. The Owner acknowledges and agrees to provide an electronic copy of the Transfer and a copy of the deposited reference plan to the City Solicitor prior to the execution of this Agreement by the City. All costs shall be borne by the Owner.

37. Road Widening

Prior to registration of this Agreement, the Owner acknowledges and agrees to convey to the City, at no cost to the City, an unencumbered road widening across the complete Heron Road frontage of the lands, measuring 22.25 metres from the existing centreline of pavement/the abutting right-of-way. The exact widening must be determined by legal survey. The Owner shall provide a reference plan for registration, indicating the widening, to the City Surveyor for review and approval prior to its deposit in the Land Registry Office. Such reference plan must be tied to the Horizontal Control Network in accordance with the municipal requirements and guidelines for referencing legal surveys. The Owner acknowledges and agrees to provide an electronic copy of the Transfer and a copy of the deposited reference

plan to the City Solicitor prior to the execution of this Agreement by the City. All costs shall be borne by the Owner.

38. **Stormwater Management Area-Specific Development Charges (New Multi-Unit Residential)**

The Owner acknowledges that this Site Plan approval is for a residential development subject to the Inner Greenbelt Ponds (Area C-1) Area-Specific Development Charge for Stormwater Management Facilities, pursuant to the City's applicable Development Charges By-law. The Owner acknowledges and agrees that the applicable residential Area-Specific Development Charge is based on the units as set out in the following table

Unit Type	Number of Units	Value per Unit (subject to indexing)	Total Charge
Multiple Dwelling			
Apartment Dwelling	307	\$ 171.00	\$ 52,497.00
Total			\$ 52,497.00

Upon execution of this Agreement, the Owner shall pay the Area-Specific Development Charge, as referenced in Schedule "B" herein and subject to indexing, for the above referenced residential units.

July 24, 2023

Date



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

Enclosure: Site Plan Control Application approval – Supporting Information

SITE PLAN CONTROL APPROVAL APPLICATION SUPPORTING INFORMATION

File Number: D07-12-21-0238

SITE LOCATION

Northeast corner of 2851 Baycrest Drive and as shown on Document 1.

SYNOPSIS OF APPLICATION

The overall site is an irregularly shaped property with frontage on Heron Road, Sandalwood Drive, and Baycrest Drive. The total site area is 57,190.5 m² (5.72 ha), however, the area subject to this Site Plan Control application is approximately 11,874m² with a frontage of 139m on Heron Road and 77m on Sandalwood Drive. Most of the site was historically occupied with low-rise residential buildings. These buildings have since been demolished from the property in anticipation of a redevelopment project. The site is now primarily vacant and sparsely treed while two existing high-rise towers and associated surface parking are located on the southern portion of the property.

The site is in an area characterized by a range of low-rise residential development supplemented by mid-and high-rise apartment buildings. North of the site is Heron Road. On the north side of Heron Road are low-rise residential uses. East of the site is a recently constructed iteration of the Heron Gate redevelopment project. Southeast is Sandalwood Park and further east is a low-rise commercial development. Immediately south of the subject property are various residential uses ranging from low-rise to high-rise. South of these is Walkley Road, which incorporates some commercial uses in addition to apartment uses. West of the site are residential uses with a range of building heights and configurations. Further west is the Heron-Walkley Park, low-rise residential uses and schools.

The proposal is to redevelop part of the subject property with a 3-building planned unit development. All three buildings will be mid-rise in nature. Building A will front onto Heron Road with a building height of 6 storeys along Heron Road and transition upward to 7 storeys further from the street edge. Building B will be interior to the site and have a height of 7 storeys. Building C will front the Heron Road and have a height of 6 storeys. A total 307 units are proposed. The project will be supported by 305 tenant parking spaces, 61 visitor parking spaces and 287 bicycle parking spaces.

The proposal will be accessed from a private street which originates from Sandalwood Drive which will (in the future) connect to Baycrest Drive. The internal access route will provide access to the parking garage via Building B. The site design proposes pedestrian walkways which aim to connect Heron Road to the future internal pedestrian

network. Wide walkways will encourage a comfortable pedestrian experience throughout the site. Direct access to Buildings A and C will be accomplished through uninterrupted streetscapes along Heron Road and Sandalwood Drive. The entrance to Building B will be from the private street and internal access route.

The proposed development will provide a variety of amenity areas including 1,200m² of private balconies and ground-level terraces, 1,463m² on the rooftop and 353m² of indoor communal amenity area.

The site includes a total of 30 townhouse located at the base of the mid-rise buildings. These townhouses represent new units to be secured as affordable as per the Memorandum of Understanding (MOU) signed with the City for the Heron Gate Official Plan Amendment. These townhouse units can also be included as part of the relocation clause within the MOU.

Related Applications

The following applications are related to this proposed development:

- Minor Variance Application - D08-02-22/A-00264
- Official Plan Amendment – D07-01-19-0010

DECISION AND RATIONALE

This application is approved for the following reasons:

- The site plan complies with the Official Plan under the Outer Urban Transect, Minor Corridor designations, and Evolving Neighbourhood overlay. It further meets the cities goals for a growth management framework that supports intensification and development of 15-minute neighbourhoods.
- The proposal is situated within the area subject to the Heron Gate Official Plan Amendment, approved by Council on September 8, 2021.
- The site complies with the zoning performance standards of the Residential Fifth Density, subzone B (R5B H [18]) in the Zoning By-law (2008-250).
- A Minor Variance permitted an increased building height of 22.8 metres and the reduced residential parking rate of 0.99 per unit (304 parking spaces) whereas the By-law required a minimum of 1.2 spaces per dwelling unit (366 parking spaces).
- The proposed site design represents good planning.

PARKLAND DEDICATION

Parkland dedication, in accordance with By-law 2022-280, is being satisfied within this approval through the future dedication of land as detailed in the above conditions and as required as per OPA 263.

CONSULTATION DETAILS

Councillor's Comments

Councillor Marty Carr 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

Multiple residents provided the following ACORN comment:

"I am writing to you concerning Hazelview's Site Control Plan for Baycrest Dr. While City Council's vote to approve Hazelview's OPA application went against the demands of the community, the City still has the chance to put people before profit.

I urge you to support the Herongate ACORN Tenant Union's demands that:

- Current and previously evicted tenants be offered the first right of refusal to these new units at the same rent (with allowable provincial increases) and same type of unit. Currently this site plan includes no townhouses and makes no mention of larger units suitable to big families. Existing tenants have been promised units in the new development but moving a 5-9 person household into an apartment building is not an option for most Herongate families.
- At least 25% of the housing is affordable for renter households with low to moderate incomes.
- Affordable and replacement units should be subject to rent control in perpetuity.

Moreover, the vote regarding this section of the neighbourhood should be delayed for two reasons. ACORN has appealed the City's decision on Hazelview's Official Plan Amendment and there is an ongoing human rights case tied to this parcel. The community has clearly spoken out against this redevelopment- more time is needed to resolve these issues before Hazelview is given the green light to continue their gentrification plan!"

Response:

The Site Plan provides for 30 townhouses at the base of the mid-rise buildings. These are as per the Memorandum of Understanding entered into through the Official Plan Amendment.

Comments:

Concerns with construction dust, loss of mature trees, excess of proposed Japanese lilacs and a lack of proposed coniferous trees.

Response:

The Tree Conservation Report has been reviewed by the City's Forester and is to the City's satisfaction. A permit will be required to cut select trees.

The number of Japanese Tree Lilacs have been slightly reduced while the number of other trees has been increase (ex. Red Maples have been increased to 15 instead of 8). As for coniferous trees, the site now has a total of 10 Eastern Red Cedars and 6 White Spruce instead of the only 2 Whites Spruces originally proposed.

Technical Agency/Public Body Comments

Summary of Comments –Technical

N/A

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 due to the number of resubmissions and workload pressures.

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Document 1 – Location Map

Location Map / Carte de l'emplacement

