



**SITE PLAN CONTROL APPLICATION
DELEGATED AUTHORITY REPORT
PLANNING, DEVELOPMENT AND BUILDING SERVICES DEPARTMENT**

Site Location: 20 Cedarow Court

File No.: D07-12-23-0004

Date of Application: January 20, 2023

This SITE PLAN CONTROL application submitted by Angela Mariani, Nautical Lands Group, on behalf of Nautical Lands Group is APPROVED as shown on the following plans:

1. **Site Plan, Zoning Information, Legends, City GFA & Amenity Areas, Unit Types**, SP-01, prepared by Chmiel Architects, revision 26 dated 24-08-07.
2. **Key Building Elevations**, Glazing with Bird Safe Protective Measures Overlay, A-200, prepared by Chmiel Architects, revision 16 dated 24-01-23;
3. **East & West Building Elevations – Phase 2**, A-200A, prepared by Chmiel Architects, revision 30 dated 24-01-23;
4. **East & West Building Elevations – Phase 3**, A-200B, prepared by Chmiel Architects, revision 18 dated 24-01-23;
5. **North & South Building Elevations – Phase 2**, A-201A, prepared by Chmiel Architects, revision 30 dated 24-01-23;
6. **North & South Building Elevations – Phase 3**, A-201B, prepared by Chmiel Architects, revision 18 dated 24-01-23;
7. **Landscape Plan**, L1.01, prepared by Levstek Consultants, revision 16 dated July 16/24
8. **Landscape Details**, L2.01, prepared by Levstek Consultants, revision 4 dated Nov.21/23;
9. **Restoration Planting Plan**, Figure 1, prepared by Pinchin, dated November 2023;

10. **Grading Plan**, GP-1, prepared by Stantec, dated 19.09.05, revision 13 dated 24.08.01;
11. **Site Servicing Plan**, SSP-1, prepared by Stantec, dated 19.09.05, revision 13 dated 24.08.01;
12. **Storm Drainage Plan**, SD-1, prepared by Stantec, dated 19.09.05, revision 13 dated 24.08.01;
13. **Sanitary Drainage Plan**, SA-1, prepared by Stantec, dated 19.09.05, revision 13 dated 24.08.01;
14. **Erosion and Sediment Control Plan**, EC/DS-1, prepared by Stantec dated 19.09.05, revision 13 dated 24.08.01;
15. **Notes and Legend Plan**, NL-1, prepared by Stantec, dated 19.09.05, revision 13 dated 24.08.01;
16. **Redi Rock Retaining Wall Design**, PG477-2, prepared by Paterson Group, dated 02/11/2022;

And as detailed in the following reports:

1. **Servicing and Stormwater Management Brief – Wellings of Stittsville Phase 2, 20 Cedarow Court**, prepared by Stantec, revision 7 dated 09/01/23.
2. **Environmental Impact Study**, prepared by Pinchin, dated 09/20/23.
3. **Geotechnical Investigation**, prepared by Paterson, revision 5 dated 05/29/23.
4. **Phase I Environmental Site Assessment**, prepared by EXP., dated 02/27/18.
5. **Tree Conservation Report**, prepared by Golder, dated 05/15/20.
6. **Tree Conservation Report Update**, prepared by WSP, dated 03/03/2023.
7. **Transportation Impact Assessment**, prepared by Stantec, dated 08/10/20.
8. **Noise Impact Study**, prepared by HGC Engineering, dated 12/21/22.
9. **Butternut Services Technical Memorandum**, prepared by Golder, dated 02/08/22.
10. **Redi Rock Wall Design**, prepared by Paterson Group, File PG4772-LET.01, dated November 22, 2022.

And subject to the following General and Special Conditions:

General Conditions

1. Lapsing of Approval

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, complete the conditions to be satisfied prior to the signing of this Agreement, and have the corresponding building permit(s) issued within three (3) years 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, Development and Building Services.

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, Development and Building Services, 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, Development and Building Services.

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, Development and Building Services. 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, Development and Building Services.

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, Development and Building Services, 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, Development and Building Services, the aforesaid Works are proceeding satisfactorily toward completion. The Owner shall obtain the prior consent of the General Manager, Planning, Development and Building Services 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, Development and Building Services, 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, Development and Building Services, 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, Development and Building Services, 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, Development and Building Services, may order all Work in the project to be stopped, altered, retested or changed to the satisfaction of the General Manager, Planning, Development and Building Services.

11. **Private Approach Detail**

The Owner agrees that all private approaches, including temporary construction access to the subject lands, shall be designed and located in accordance with and shall comply with the City's Private Approach By-Law, being By-law No. 2003-447, as amended, and shall be subject to approval of the General Manager, Planning, Development and Building Services.

12. **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.

13. **Noise Control Attenuation Measures**

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

- (a) each unit is to be equipped with central air conditioning;
- (b) an acoustic barrier 2.2 metres in height along the west property line of the subject lands parallel to the façade facing Cedarow Court;
- (c) 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, Development and Building Services confirming the plans submitted for building permit issuance have incorporated any and all mitigation measures to achieve the required indoor sound levels;
- (d) 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 Noise Impact Study referenced in Schedule "E" hereto. The Professional Engineer shall prepare, sign and stamp a letter to the General Manager, Planning, Development and Building Services (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, Development and Building Services;

- (e) notice respecting noise shall be registered against the lands, at no cost to the City, and such notice shall be included in all agreements of purchase and sale or lease agreements, as detailed in Clauses 14 and 15 below.

14. **Notice on Title – Noise Control Attenuation Measures – Units Facing Hazeldean Road and Units Facing Phase I (2500 Wellings Private)**

The Owner acknowledges and agrees that a notice shall be registered on title to the subject lands, at the Owner's expense. The Owner further acknowledges and agrees that such notice on title, or the clauses as written directly below, shall be included in all agreements of purchase and sale and lease agreements to inform prospective purchasers and tenants of these matters. The notice on title shall include, but not be limited to, the following:

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

“The Purchaser/Lessee for himself, his heirs, executors, administrators, successors and assigns acknowledges being advised that noise levels due to increasing roadway/rail/air 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 B – Increasing Roadway Traffic

“The Purchaser/Lessee for himself, his heirs, executors, administrators, successors and assigns acknowledges being advised that despite the inclusion of noise control features in this development and within building units, noise levels from increasing roadway/rail/air 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

“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.”

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.”

15. **Notice on Title – Noise Control Attenuation Measures – Units Facing Cedarow Court**

The Owner acknowledges and agrees that a notice shall be registered on title to the subject lands, at the Owner’s expense. The Owner further acknowledges and agrees that such notice on title, or the clauses as written directly below, shall be included in all agreements of purchase and sale and lease agreements to inform prospective purchasers and tenants of these matters. The notice on title shall include, but not be limited to, the following:

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

“The Purchaser/Lessee for himself, his heirs, executors, administrators, successors and assigns acknowledges being advised that noise levels due to increasing roadway/rail/air 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 B – Increasing Roadway Traffic

“The Purchaser/Lessee for himself, his heirs, executors, administrators, successors and assigns acknowledges being advised that despite the inclusion of noise control features in this development and within building units, noise levels from increasing roadway/rail/air 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

“The Purchaser/Lessee for himself, his heirs, executors, administrators, successors and assigns acknowledges being advised that this dwelling unit has been fitted with a forced air heating system and the ducting, etc. was sized to accommodate central air conditioning. Installation of central air conditioning by the Purchaser/Lessee will allow windows and exterior doors to remain closed, thereby ensuring that the indoor sound levels are within the City of Ottawa’s and the Ministry of the Environment, Conservation and Parks’ noise criteria.”

“The Purchaser/Lessee for himself, his heirs, executors, administrators, successors and assigns acknowledges and agrees it shall identify the location and install any outdoor air conditioning device(s) so as to comply with the noise criteria of the Ministry of the Environment, Conservation and Parks’ Publication NPC-216, dated 1993, and the Environmental Noise Guidelines for Installation of Residential Air Conditioning Devices, dated September 1994, as amended, in order to minimize the noise impacts both on and off the immediate vicinity of the subject lands.”

Type D – Central Air Conditioning

“The Purchaser/Lessee for himself, his heirs, executors, administrators, successors and assigns acknowledges being advised that this dwelling unit has been supplied with a central air conditioning system which will allow windows and exterior doors to remain closed, thereby ensuring that the indoor sound levels are within the City of Ottawa’s and the Ministry of the Environment, Conservation and Parks’ noise criteria.”

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.”

16. **Slope Stability**

The Owner shall have a Professional Structural Engineer and a Soils Engineer, licensed in the Province of Ontario to inspect and confirm the constructed retaining walls have been constructed in accordance with the approved Slope Stability Analysis Report and the Approved Retaining Wall Plan.

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 (the “Report”), referenced in Schedule “E” herein, are fully implemented. The Owner further acknowledges and agrees that it shall provide the General Manager, Planning, Development and Building Services 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, Development and Building Services.

18. **Geotechnical – Encroachments**

The Owner acknowledges and agrees that the Geotechnical Investigation has recommended a method of shoring that may encroach onto the adjacent property or onto the City's Hazeldean Road and/or Cedarow Court right-of way. The Owner acknowledges and agrees that it shall be required to obtain the approval of the adjacent property owner and/or receive municipal consent for any Works within the said Road, prior to the installation of any encroachments. The Owner acknowledges and agrees that for encroachments within the said Road, the Owner shall ensure that there will be no conflicts between the proposed shoring method and the municipal services or utilities in the said Road.

19. **Retaining Wall**

The Owner agrees to submit to the General Manager, Planning, Development and Building Services, prior to issuance of a building permit, details of the retaining walls which are greater than one metre in height, as shown on the approved Grading Plan referenced in Schedule "E" hereto, which shall be designed and prepared by a Professional Structural Engineer, licensed in the Province of Ontario, to the satisfaction of the General Manager, Planning, Development and Building Services. The Owner shall provide confirmation to the General Manager, Planning, Development and Building Services that the Professional Structural Engineer has inspected and confirmed that the retaining walls have been constructed in accordance with the approved retaining wall details.

20. **Retaining Wall – Stability**

The Owner acknowledges and agrees to install the proposed retaining walls in accordance with the approved Retaining Wall Design for 20 Cedarow Court and as shown on the approved Grading Plan, both referenced in Schedule "E" hereto. The Owner shall provide written confirmation, satisfactory to the General Manager, Planning, Development and Building Services, that a Geotechnical Engineer/Professional Structural Engineer, licensed in the Province of Ontario, has inspected and confirmed that the retaining walls have been constructed in accordance with the said approved Retaining Wall Design for 20 Cedarow Court. The Owner further acknowledges and agrees to provide an Internal Compound Stability (ICS) analysis from a Geotechnical Engineer / Professional Structural Engineer, licensed in the Province of Ontario, that all retaining walls, which are greater than one metre in height have been checked for global stability, have a factor of safety of at least 1.5 for static conditions (as calculated through SLIDE) and 1.1 for seismic conditions is achieved, which shall be to the satisfaction of the General Manager, Planning, Development and Building Services. The report shall provide structural details of the retaining wall(s).

The Owner further acknowledges and agrees to retain the services of a Professional Structural Engineer and a Soils Engineer, licensed in the Province of Ontario, to inspect any retaining walls on the subject lands and confirm that the retaining walls have been constructed in accordance with the approved retaining wall details.

21. 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 22 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.

22. Notices on Title – Below Grade Parking and Depressed Driveways

The Owner acknowledges and agrees that a notice shall be registered on title to the subject lands, at the Owner's expense. The Owner further acknowledges and agrees that such notice on title, or the clauses as written directly below, shall be included in all agreements of purchase and sale and lease agreements to inform prospective purchasers and tenants of these matters. The notice on title shall include, but not be limited to, the following:

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 themselves, their 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.”

23. **Protection of City Sewers**

(a) Prior to the issuance of a building permit, the Owner shall, at its expense:

(i) obtain a video inspection of the:

1. City sanitary Sewer System within Hazeldean Road along the length of sewer beginning one maintenance hole upstream of the connection maintenance hole and ending one maintenance hole downstream of the connection maintenance hole;
2. City storm Sewer System within Cedarow Court along the length of sewer from MHST09131 to MHST09130;

prior to any construction to determine the condition of the existing City Sewer Systems prior to construction on the lands and to provide said video inspection to the General Manager, Planning, Development and Building Services.

(b) Upon completion of construction on the lands, the Owner shall, at its expense and to the satisfaction of the General Manager, Planning, Development and Building Services:

(i) obtain a video inspection of the:

1. City sanitary Sewer System within Hazeldean Road along the length of sewer beginning one maintenance hole upstream of the connection maintenance hole and ending one maintenance hole downstream of the connection maintenance hole;
2. City storm Sewer System within Cedarow Court along the length of sewer from MHST09131 to MHST09130;

to determine if the City Sewer Systems sustained any damages as a result of construction on the lands; and

(ii) assume all liability for any damages caused to the:

1. City sanitary Sewer System within Hazeldean Road along the length of sewer beginning one maintenance hole upstream of the connection maintenance hole and ending one maintenance hole downstream of the connection maintenance hole;
2. City storm Sewer System within Cedarow Court along the length of sewer from MHST09131 to MHST09130;

and compensate the City for the full amount of any required repairs to the City Sewer Systems.

24. **Stormwater Management Memorandum**

Prior to registration of this Agreement, the Owner acknowledges and agrees to provide the General Manager, Planning, Development and Building Services, 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, Development and Building Services, and all associated costs shall be the Owner's responsibility.

25. **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, Development and Building Services 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.

26. **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 Servicing and SWM Brief, 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.

27. **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, Development and Building Services 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.

28. **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.

29. **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, Development and Building Services.

30. **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.

31. **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.

32. **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, Development and Building Services, 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.

33. **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.

34. **City Maintenance Vehicle Access Easement**

- (a) Prior to an Occupancy permit being issued, the Owner shall grant to the City, at no cost to the City, an unencumbered easement for City maintenance vehicle access vehicles over the driveway access abutting the eastern access from Cedarow Court, as shown on the approved Site Plan referenced in Schedule "E" hereto, to the satisfaction of the City. The Owner shall provide a Reference Plan for registration, indicating the access easement, to the City Surveyor for review and approval prior to its deposit in the Land Registry Office. Such reference plan must be tied to the Horizontal Control Network in accordance with the municipal requirements and guidelines for referencing legal surveys. The Owner acknowledges and agrees to provide an electronic copy of the Transfer and a copy of the deposited reference plan to the City Solicitor prior to registration of the easement. All costs shall be borne by the Owner.
- (b) The Owner acknowledges and agrees the access easement for City Maintenance Vehicles as required in Clause 34(a) herein shall be granted to the City prior to release of any securities.

35. **Lifting of Reserve**

Prior to registration of this Agreement, the Owner acknowledges and agrees to provide evidence to the satisfaction of the General Manager of the Planning, Development and Building Services that the 0.30 metre reserve east of Cedarow Court (Part 9, Plan 4R-6689) has been lifted and conveyed to the Owner.

36. **Joint Use, Maintenance and Liability Agreement**

- (a) The Owner acknowledges and agrees to enter into, or to update the existing Joint Use, Maintenance and Liability Agreement that exists over 2500 & 2510 Wellings Private, 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, overland drainage conveyances 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, Development and Building Services.

- (b) The Owner shall file with the General Manager, Planning, Development and Building Services, 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, Development and Building Services.
- (d) The Owner acknowledges and agrees that the Joint Use, Maintenance and Liability Agreement shall include a clause that transfers all legal and financial obligations required under the Joint Use, Maintenance and Liability Agreement to future owners, successors and assigns in title of the subject lands.

37. **Waste Collection**

(a) **Residential Units:**

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.

(b) **Non-Residential / Commercial Units:**

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.

38. Parkland Dedication

- (a) The Owner acknowledges and agrees that the conveyance requirement to the City is 558.5 square metres.
- (b) The Owner covenants and agrees that the 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 cash-in-lieu of conveyance of parkland (residential > 18 units/net ha):
 - 1. one hectare per 1,000 net residential units but shall not exceed a maximum of 10% of the gross land area where less than or equal to five hectares.
 - (ii) For conveyance of parkland, cash-in-lieu of conveyance parkland, or combination thereof:
 - 1. 2% of the gross land area (commercial & industrial uses).
 - (iii) Where land is developed for a mix of uses within a building, the conveyance requirement 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;

| Proposed Use | Units | Site Developable Area (m²) | Proportion of Gross Floor Area (GFA) allocated | Parkland Dedication Rate | Parkland Dedication (m²) |
|----------------------|--------------|--|---|---------------------------------|--|
| Mixed-Use (mid-rise) | 344 | 20,982 | Residential GFA: 20,231 m ² (93%) | Residential up to 10% | 1,954.7 |
| | | | Commercial GFA: 1,485.5 m ² (7%) | Commercial = 2% of site area; | 28.7 |
| Total | 344 | 20,982 | | | 1,983.4 |

| | | |
|--|--|---------|
| | Total requirement: | 1,983.4 |
| | CIL collected under application D07-12-19-0189 | 1,424.9 |
| | Cash-in-lieu of Conveyance of Parkland: | 558.5 |

39. Cash-In-Lieu of Conveyance of Parkland

Prior to registration of the Site Plan Agreement, the Owner acknowledges and agrees to pay cash-in-lieu of conveyance of parkland as referenced in Schedule “B” herein. Pursuant to the City’s Parkland Dedication By-law, being By-law No. 2022-

280, as amended, 40% of said funds collected shall be directed to City wide funds, and 60% shall be directed to Ward 6 funds.

40. **Poole Creek Restoration Planting Plan**

- (a) The Owner acknowledges and agrees to implement the Works in the Poole Creek Corridor as shown on the Restoration Planting Plan in Appendix G of the approved Environmental Impact Study and on the approved Landscape Plan, both referenced in Schedule E herein. The Owner further acknowledges and agrees to prepare a Restoration Monitoring Report within one year of completing the Works identified on the Restoration Planting Plan. to the satisfaction of the General Manager, Planning, Development and Building Services.
- (b) The Owner acknowledges and agrees that a portion of the securities, as described in Schedule "B", are attributable to the cost of implementing the Restoration Planting Plan shown in Appendix G of the approved Environmental Impact Study, referenced in Schedule "E" herein. The Owner further acknowledges and agrees that the said portion of the securities shall not be released until the implementation of the Restoration Planting Plan is completed to the satisfaction of the General Manager, Planning, Development and Building Services.

41. **Wildlife Exclusion Fencing**

The Owner acknowledges and agrees that it shall install wildlife exclusion fencing or equivalent for turtles along the northern boundary of the subject lands, (abutting Poole Creek lands) to deter any species from entering the construction area, which shall not be removed until all site Works have been completed to the satisfaction of the General Manager, Planning, Development and Building Services.

42. **Watercourse Setback**

The Owner acknowledges and agrees to establish a "No Touch/No Development" setback from the Poole Creek watercourse as shown on the approved Site Plan and the approved Landscape Plan, both referenced in Schedule "E" herein, to the satisfaction of the Mississippi Valley Conservation Authority and the General Manager, Planning, Development and Building Services. The Owner further acknowledges and agrees that only Works shown on the approved plans, referenced in Schedule "E" herein, are to be implemented and that no snow storage is permitted on the No Touch/No Development" setback from the Poole Creek watercourse lands.

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

The Owner acknowledges and agrees it shall be required to enter into a Maintenance and Liability Agreement with the City for those elements that are to be located within Part 3, Plan 4R-25114 as shown on the approved Landscape Plan

referenced in Schedule "E" herein, including all plant and soft landscaping material (except municipal trees) and unit pavers providing a linkage between the City sidewalk and the building entrance. 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.

October 2, 2024

Date



Kersten Nitsche, MCIP RPP
Manager (A), Development Review, West
Planning, Development and Building Services
Department

Enclosure: Site Plan Control Application approval – Supporting Information



SITE PLAN CONTROL APPROVAL APPLICATION SUPPORTING INFORMATION

File Number: D07-12-23-0004

SITE LOCATION

20 Cedarow Court, and as shown on Document 1.

SYNOPSIS OF APPLICATION

The subject site is an irregularly-shaped parcel with an approximate area of 22,124 square metres. It is located along the north side of Hazeldean Road, between Wellings Private and Cedarow Court. Surrounding land uses include a cluster of commercial uses to the west located on Cedarow Court; a seniors residential apartment building (Wellings of Stittsville) to the east; future development lands to the south, across Hazeldean Road; and, Pool Creek to the north.

On February 11, 2022, the owner obtained a minor variance from the Committee of Adjustment (File No. D08-02-21/A-00440) permitting a maximum building height of 21.15 metres for the Phase 2 and 3 buildings. No appeals were received.

The purpose of this application is to enable major revisions to the Site Plan Control application approved in September 2022 (City File No. D07-12-19-0189) for the subject lands. The approved development consisted of two, six-storey mixed-use apartment buildings with a total of 284 dwelling units and 769 square metres of commercial space. Both buildings were proposed to be L-shaped with frontage along Hazeldean Road. Communal amenity area was proposed in a central outdoor courtyard area and internal activity rooms. Private amenity area would be provided by individual unit balconies. Parking was to be mainly located within one level of underground parking and additional units at-grade. Construction of the development was planned in multiple phases, identified as “Phase 2” and “Phase 3” on the approved site plan. Phase 1 was previously approved through a separate application (City File No. D07-12-16-0046). Phases 2 and 3 are subject to this approval.

Under the original site plan approval, a conditional excavation permit was issued in December 2022 and a conditional foundation permit was issued in April 2023. The Commence Work Notice was issued in May 2024.

The Applicant has applied for a revision for major changes to the previously approved site plan, which include:

- The reconfiguration of the surface parking area, including a new parking lot at the rear of the property. The number of surface parking spaces will increase from 56 spaces to 166 spaces;
- The increase in the number of dwelling units from 284 units to 344 units;
- Redesign of the central amenity area with the proposed sports court being relocated to the rear of the property; and
- Addition of an underground tunnel to connect Phase 1 and Phase 2.

| Dwelling Type | Number of Units |
|----------------------|------------------------|
| Apartment | 344 |

Related Applications

The following applications are related to this proposed development:

- Site Plan Control (Phases 2 and 3) - D07-12-19-0189
- Minor Variance - D08-02-21/A-00440
- Site Plan Control (Phase 1) - D07-12-16-0046

DECISION AND RATIONALE

This application is approved for the following reasons:

- The proposal conforms to the Mainstreet Corridor designation of the Official Plan.
- The proposal conforms to all relevant provisions of the Zoning By-law, including those specific to the AM9 zone and exception 474.
- A minor variance has been obtained from the Committee of Adjustment permitting a maximum building height of 21.15 metres (File No. D08-02-21/A-00440).
- A restoration planting plan for the portion of Poole Creek abutting the subject site will be implemented as part of the proposed development.
- Conditions of approval have been included in this report in order to ensure that the proposed development is constructed in conformity with City policies and guidelines.
- The applicant has adequately resolved the comments received during the technical review process.
- The proposed development contributes to the creation of medium-density and mixed-use development along Hazeldean Road and represents good planning.

PARKLAND DEDICATION

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

URBAN DESIGN REVIEW PANEL

The previous Site Plan Control application was subject to the Urban Design Review Panel process. A formal review meeting was held on September 2, 2020.

CONSULTATION DETAILS

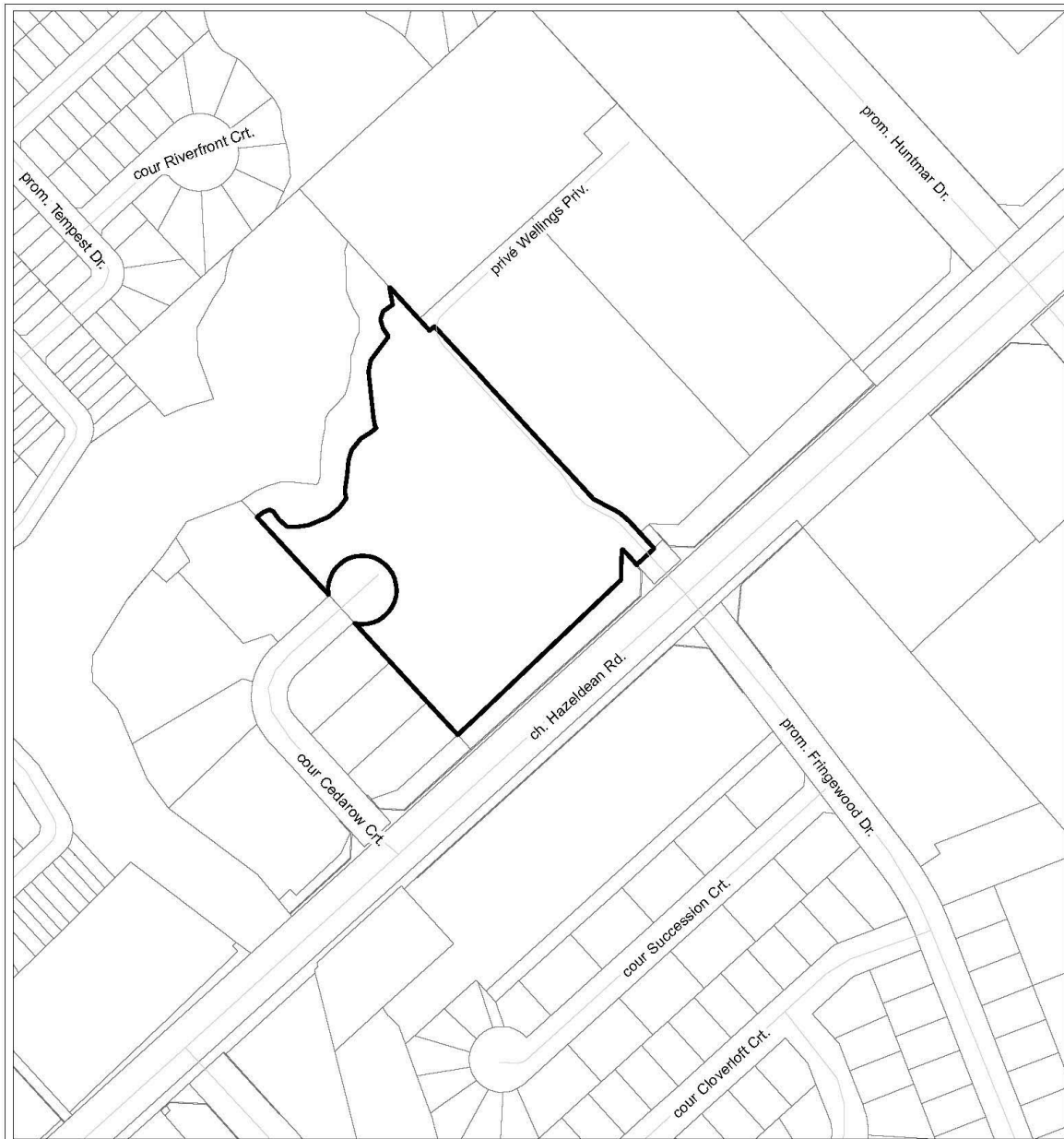
This application was not subject to public circulation under the Public Notification and Consultation Policy. There were public comments received online and staff considered these comments.

APPLICATION PROCESS TIMELINE STATUS

This Site Plan application was not processed by the On Time Decision Date due to the complexity of the site design.

Contact: Samantha Gatchene Tel: 613-580-2424, ext. 25478 or e-mail: Samantha.Gatchene@ottawa.ca

Document 1 – Location Map



| | | | |
|--|-----------|--|--|
|  | | LOCATION MAP / PLAN DE LOCALISATION SITE PLAN / PLAN D'EMPLACEMENT | |
| D07-12-23-0004 | 23-0072-D |  20 cour Cedarow Court | |
| I:\CO\2023\Site_Plan\Cedarow_20 | | | |
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| REVISION / RÉVISION - 2023 / 01 / 24 | | | |