



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

Site Location: 1255 Hemlock Road

File No.: D07-12-24-0090

Date of Application: August 21, 2024

This SITE PLAN CONTROL application submitted by Paul Robinson (PH Robinson Consulting), on behalf of Rohit at Wateridge 5 Ltd., is APPROVED.

Plans received:

1. **Site Plan, Context, and Statistics**, DP10-01, prepared by NORR Architects and Engineers Limited, Revision D, dated August 13, 2024.
2. **Enlarged Plans, Bicycle & Site Details**, DP10-02, prepared by NORR Architects and Engineers Limited, Revision D, dated August 13, 2024.
3. **Elevations**, DP30-01, prepared by NORR Architects and Engineers Limited, Revision D, dated August 13, 2024.
4. **Elevations**, DP30-02, prepared by NORR Architects and Engineers Limited, Revision D, dated August 13, 2024.
5. **Landscape Plan**, LP1, prepared by ARCADIS, Revision 3, dated April 30, 2024.
6. **Soil and Canopy Plan**, LP2, prepared by ARCADIS, Revision 3, dated April 30, 2024.
7. **Landscape Details**, LD1, prepared by ARCADIS, Revision 3, dated April 30, 2024.
8. **Removals Plan**, C-REM, prepared by ARCADIS, dated 2023-12-08, revision 4 dated 2024-08-07.
9. **General Plan of Services**, C-001, prepared by ARCADIS, dated 2023-12-08, revision 6 dated 2024-08-07.
10. **Notes and Legend**, C-010, prepared by ARCADIS, dated 2023-12-08, revision 4 dated 2024-08-07.
11. **Grading Plan**, C-200, prepared by ARCADIS, dated 2023-12-08, revision 5 dated 2024-08-07.
12. **Storm Drainage Area Plan**, C-500, prepared by ARCADIS, dated 2023-12-08, revision 4 dated 2024-08-07.
13. **Sediment and Erosion Control Plan**, C-900, prepared by ARCADIS, dated 2023-12-08, revision 4 dated 2024-08-07.
14. **Removals Plan**, Dwg C-REM, prepared by Arcadis, Issue 1, dated 2024-03-04.

Reports received:

110 Laurier Avenue West, Ottawa ON K1P 1J1
110, av. Laurier Ouest, Ottawa (Ontario) K1P 1J1

Mail code: 01-14
Courrier interne : 01-14

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15. **Additional Geotechnical Investigation Wateridge Village – Phase 4, Block 5 Ottawa, Ontario** prepared by Terrapex Environmental Ltd., dated January 24, 2024 Project No. CO947.00
16. **Geotechnical Investigation Report proposed mixed-use development Phase 4 Wateridge Village Ottawa, Ontario** prepared by Terrapex Environmental Ltd. Dated February 5, 2019 Revised October 14, 2020 Report: Co682.00
17. **Reliance on Geotechnical Investigation Report Wateridge Village, Block 4 to 7, Ottawa, Ontario** Prepared by Terrapex Environmental LTD. Dated December 22, 2022 Reference No. CO920.00
18. **Grading Letter to supplement the Geotechnical Investigation Report Wateridge Village, Blocks 4 to 6, Ottawa, Ontario** prepared by Terrapex Environmental LTD. Dated May 2, 2024 Reference No. CO947.00
19. **Slope Stability Assessment Report Wateridge Village, Blocks 5 and 6, Ottawa, Ontario** prepared by Terrapex Environmental LTD. Dated May 2, 2024 Reference No. CO947.01
20. **Block 5 – Wateridge Phase 4 Servicing Brief** prepared by Arcadis Group Dated August 2024
21. **Phase One Environmental Site Assessment Wateridge Village Phase 4, Part 1076 Hemlock Private, Ottawa, Ontario** prepared by WSP Golder Associates Ltd. Dated June 2022
22. **Phase Two Environmental Site Assessment Wateridge Village Phase 4, Part 1076 Hemlock Private, Ottawa, Ontario** prepared by WSP Canada Inc. Dated January 2023
23. **Environmental Noise Assessment Wateridge Village Block 5 Ottawa, Ontario**, prepared by Gradient Wind Engineers & Scientists Dated December 20th, 2023
24. **Block 5 Stormwater Management: Infiltration Facility Development Memo**, prepared by Aquafor Beech Limited Dated May 2024

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. Required Update to Plans and Studies

The Owner acknowledges and agrees, prior to preparation of this Agreement or issuance of a Commence Work Notification, to update the **plans and reports listed as “received” above** to address the comments from the formal review letter dated

October 10, 2024 to the satisfaction of the Manager, Development Review Central, Planning, Development and Building Services Department. The Owner further acknowledges and agrees that the submission in response to the October 10, 2024 comments may necessitate changes to the plans and reports before approval of the said plans and/or reports are granted. The Owner further acknowledges and agrees that all final plans and reports shall be approved to the satisfaction of the Manager, Development Review Central prior to preparation of this Agreement or the issuance of a Commence Work Notification.

3. **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.

4. **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.

5. **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.

6. **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.

7. **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.

8. **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.

9. **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.

10. **Development Charges**

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

Special Conditions

11. **Professional Engineering Inspection**

The Owner shall have competent Professional Engineering inspection personnel on-site during the period of construction, to supervise the Works, and the General Manager, Planning, Real Estate and Economic Development, shall have the right at all times to inspect the installation of the Works. The Owner acknowledges and agrees that should it be found in the sole opinion of the General Manager, Planning, Real Estate and Economic Development, that such personnel are not on-site or are incompetent in the performance of their duties, or that the said Works are not being carried out in accordance with the approved plans or specifications and in accordance with good engineering practice, then the General Manager, Planning, Real Estate and Economic Development, may order all Work in the project to be stopped, altered, retested or changed to the satisfaction of the General Manager, Planning, Real Estate and Economic Development.

12. **Local Well Protection**

Prior to any blasting, excavation or servicing installation, the Owner acknowledges and agrees to provide a hydrogeological assessment prepared and certified by a

hydrogeologist who is either a Professional Geoscientist or Professional Engineer licensed in Ontario. The assessment will outline any short-term risks (during construction) and long-term risks that the development may pose on local wells. The hydrogeological impact assessment should also discuss and present previous sampling in the area, if available, and make a recommendation on whether another round of sampling in the Fairhaven Area should take place. The hydrogeological impact assessment should include groundwater quality and quantity (i.e., lowering of piezometric heads) impacts.

Should there arise a complaint about the quality of well water from a property owner serviced by a private well, the Owner shall provide a temporary water supply within twelve (12) hours of the complaint by the resident. The Owner shall retain a hydrogeologist to investigate the cause of the problem and shall submit a report within fifteen (15) working days of a complaint, to the City for review. Should the General Manager, Planning, Real Estate and Economic Development determine that the cause of the water quality problem is the proposed development at the Subject Lands, the Owner shall provide the private well owner with a permanent water supply in a timely manner and with equivalent or better quality and quantity.

The Owner further acknowledges and agrees to provide financial security in the amount of \$100,000.00 at the time of registration, to ensure that a alternative water supply is provided, to the satisfaction of the General Manager, Planning, Real Estate and Economic Development. The City will consider a full release of these securities one (1) year after the substantial completion of any infrastructure or foundation work on the subject Lands.

13. Infiltration Facility

The Owner acknowledges and agrees to install and maintain in good working order the required in-ground storage and infiltration chamber, as recommended in the approved Block 5 Stormwater Management Infiltration Facility Development Memo, dated May, 2024, 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.

14. Roof Drainage Plan

The Owner covenants and agrees that prior to issuance of a building permit, a Roof Drainage Plan (the "Plan") shall be prepared, stamped, and signed by a professional engineer licensed in the Province of Ontario and provided to the General Manager, Planning, Development and Building Services Department further to City comments and requirements. The Owner further acknowledges and agrees that the Plan, which shall be approved by the General Manager, Planning, Development and Building Services Department, shall be added to Schedule "E" herein.

15. Noise Control Attenuation Measures

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

- (a) each unit is to be equipped with central air conditioning;
- (b) 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;
- (c) 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 Assessment** 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.

16. Notice on Title – Noise Control Attenuation Measures

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 D – Central Air Conditioning

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

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

17. Stationary Noise Study

The Owner covenants and agrees that prior to issuance of a building permit, a Stationary Noise Study (the "Report") shall be prepared, stamped, and signed by a professional engineer licensed in the Province of Ontario and provided to the General Manager, Planning, Development and Building Services Department further to City comments and requirements. The Owner further acknowledges and agrees that the Report, which shall be approved by the General Manager, Planning, Development and Building Services Department, shall be added to Schedule "E" herein. The Owner further acknowledges and agrees that prior to building occupancy, a letter prepared, stamped and signed by the professional engineer licensed in the Province of Ontario shall be provided to the General Manager, Planning Development and Building Services Department (PDBS) confirming that the Owner has complied with all recommendations and provisions of the Report, which shall be complete to the satisfaction of the General Manager, Planning Development and Building Services Department.

18. 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 proposed mixed-use development Phase 4 Wateridge Village, Additional Geotechnical Investigation Wateridge Village – Phase 4, Block 5, Grading Letter to supplement the Geotechnical Investigation Report Wateridge Village, Blocks 4 to 6, and Slope Stability Assessment Report Wateridge Village, Blocks 5 and 6** (the "Reports"), 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 Reports, 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.

19. Notice on Title – Below Grade Parking Areas 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.”

20. 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.

21. 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.

22. 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 **Block 5 – Wateridge Phase 4 Servicing 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.

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, 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.

24. 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.

25. Site Lighting Certificate

- (a) In addition to the requirements contained in Clause 19 of Schedule "C" hereto, the Owner acknowledges and agrees, prior to the issuance of a building permit, to provide the City with a certificate from an acceptable professional engineer, licensed in the Province of Ontario, which certificate shall state that the exterior site lighting has been designed to meet the following criteria:
 - (i) it must be designed using only fixtures that meet the criteria for full cut-off (sharp cut-off) classification, as recognized by the Illuminating Engineering Society of North America (IESNA or IES); and
 - (ii) it must result in minimal light spillage onto adjacent properties. As a guideline, 0.5 fc is normally the maximum allowable spillage.
- (b) The Owner acknowledges and agrees that, upon completion of the lighting Works and prior to the City releasing any associated securities, the Owner shall provide certification satisfactory to the General Manager, Planning, 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.

26. Parkland Dedication

- (a) The Owner acknowledges and agrees that the conveyance requirement to the City is 417.40 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 conveyance of parkland (residential > 18 units/net ha):
- i. one hectare per 600 net residential units but shall not exceed a maximum of 10% of the gross land area where less than or equal to five hectares.

Gross Land Area (GLA)	4174 sq m
Dwelling units	89

Conveyance Type	Development Type	Rate	Number of dwelling units multiplied by applicable rate	Max Residential Conveyance Requirement 10%	Conveyance Requirement	Applicable Parkland Dedication
Land	Res. > 18 units/ net ha	1: 600 (16.67sqm per unit), not to exceed max conveyance requirement	1483.63	417.40	417.40	417.40
Conveyance Requirement						417.40

The Owner acknowledges and agrees that the conveyance requirement of 417.40 square metres has been satisfied through the subdivision agreement for D07-16-15-0003_Ph4 (Block 5, 4M-1718).

27. Notice on Title – Parkland

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 himself, his heirs, executors, administrators, successors and assigns acknowledges being advised that the parkland within the vicinity of the subject lands may have active hard and soft surface recreational facilities, buildings and supporting infrastructure. These amenities may include lit facilities and may generate noise by users using these facilities and amenities"

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

28. **Exterior Elevations Drawings**

The Owner acknowledges and agrees to construct the proposed building in accordance with the approved Elevation Drawings, referenced in Schedule “E” herein. The Owner further acknowledges and agrees that any subsequent proposed changes to the approved plans shall be filed with the General Manager, Planning, Real Estate and Economic Development and agreed to by both the Owner and the City prior to the implementation of such changes. No amendment to this Agreement shall be required.

29. **Waste Collection**

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.

30. **Tree Relocation**

The Owner acknowledges and agrees to transplant 6 trees from the City of Ottawa Right of Way, in advance of construction to a protected area of the property to complete site construction. Upon completion of construction, the trees will be transplanted to their final planting location. If any of the trees decline or die within 2 years of the final planting date, as shown in the Landscape Plan prepared by Arcadis, dated April 30, 2024, compensation in the form of 1:1 replacement tree planting will be required. If decline or death occurs, the Owner shall prepare and submit an amended Landscape Plan prepared to the satisfaction of the Development Review Manager of the relevant Branch within the Planning, Real Estate and Economic Development Department, or his/her designate, showing the location, stock size, and species of tree being planted as a replacement(s).

31. **Community Benefits Charge**

The Owner acknowledges that the development is subject to payment of a Community Benefits Charge payable at the time of building permit issuance, calculated in accordance with the Community Benefits Charge By-law 2022-307 (as amended from time to time) and the Planning Act.

For the purposes of calculating the charge payable, the City will provide a property valuation which has an effective date of the date of the site plan approval. An estimate of the Community Benefits Charge will further be provided based on that valuation and the currently proposed area subject to development or redevelopment. The Owner acknowledges that the City will collect this amount at

the time of building permit issuance, provided (a) the first building permit is issued within twenty-four months of the date of the present site plan approval and (b) the land area subject to development or redevelopment has not changed.

32. **Permanent Features**

The Owner acknowledges and agrees that no permanent features shall be permitted above and below grade within the City's widened right-of-way or corner sight triangle, including commercial signage, except as otherwise shown on the approved Site Plan referenced in Schedule E" herein.

33. **On-Site Parking**

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.

34. **Maintenance and Liability Agreement**

The Owner acknowledges and agrees it shall be required to enter into a Maintenance and Liability Agreement for all plant and landscaping material (except municipal trees), decorative paving and street furnishings placed in the City's right-of-way along Hemlock Road 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.

35. **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.

36. **Transportation Demand Measures**

Prior to the issuance of an Occupancy Permit the Owner acknowledges and agrees that it shall implement the following transportation demand management measures, which shall be to the satisfaction of the General Manager, Planning, Development and Building Services Department:

- (a) Locate building close to the street, and do not locate parking areas between the street and building entrances.

- (b) Locate building entrances in order to minimize walking distances to sidewalks and transit stops/stations.
- (c) Locate building doors and windows to ensure visibility of pedestrians from the building, for their security and comfort.
- (d) Provide convenient, direct access to stations or major stops along rapid transit routes within 600 metres; minimize walking distances from buildings to rapid transit; provide pedestrian-friendly, weather-protected (where possible) environment between rapid transit accesses and building entrances; ensure quality linkages from sidewalks through building entrances to integrated stops/stations (*see Official Plan policy 4.3.3*).
- (e) Provide safe, direct and attractive pedestrian access from public sidewalks to building entrances through such measures as: reducing distances between public sidewalks and major building entrances; providing walkways from public streets to major building entrances; within a site, providing walkways along the front of adjoining buildings, between adjacent buildings, and connecting areas where people may congregate, such as courtyards and transit stops; and providing weather protection through canopies, colonnades, and other design elements wherever possible (*see Official Plan policy 4.3.12*).
- (f) Provide sidewalks of smooth, well-drained walking surfaces of contrasting materials or treatments to differentiate pedestrian areas from vehicle areas and provide marked pedestrian crosswalks at intersection sidewalks (*see Official Plan policy 4.3.10*.)
- (g) Make sidewalks and open space areas easily accessible through features such as gradual grade transition, depressed curbs at street corners and convenient access to extra-wide parking spaces and ramps (*see Official Plan policy 4.3.10*).
- (h) Include adequately spaced inter-block/street cycling and pedestrian connections to facilitate travel by active transportation. Provide links to the existing or planned network of public sidewalks, multi-use pathways and on-road cycle routes. Where public sidewalks and multi-use pathways intersect with roads, consider providing traffic control devices to give priority to cyclists and pedestrians (*see Official Plan policy 4.3.11*).
- (i) Provide safe, direct, and attractive walking routes from building entrances to nearby transit stops.
- (j) Ensure that walking routes to transit stops are secure, visible, lighted, shaded and wind-protected wherever possible.
- (k) Design roads used for access or circulation by cyclists using a target operating speed of no more than 30 km/h or provide a separated cycling facility.
- (l) Provide lighting, landscaping and benches along walking and cycling routes between building entrances and streets, sidewalks, and trails.
- (m) Provide wayfinding signage for site access (where required, e.g. when multiple buildings or entrances exist) and egress (where warranted, such as when directions to reach transit stops/stations, trails or other common destinations are not obvious).
- (n) Provide bicycle parking in highly visible and lighted areas, sheltered from the weather wherever possible (*see Official Plan policy 4.3.6*).
- (o) Provide the number of bicycle parking spaces specified for various land uses in different parts of Ottawa; provide convenient access to main entrances or

- well used areas (*see Zoning By-law Section 111*).
- (p) Ensure that bicycle parking spaces and access aisles meet minimum dimensions; that no more than 50% of spaces are vertical spaces; and that parking racks are securely anchored (*see Zoning By-law Section 111*).
 - (q) Provide bicycle parking spaces equivalent to the expected number of resident-owned bicycles, plus the expected peak number of visitor cyclists.
 - (r) Where more than 50 bicycle parking spaces are provided for a single residential building, locate at least 25% of spaces within a building/structure, a secure area (e.g. supervised parking lot or enclosure) or bicycle lockers (*see Zoning By-law Section 111*).
 - (s) Provide a permanent bike repair station, with commonly used tools and an air pump, adjacent to the main bicycle parking area (or secure bicycle parking area, if provided).
 - (t) Provide separate areas for short-term and long-term parking (using signage or physical barriers) to permit access controls and simplify enforcement (i.e. to discourage residents from parking in visitor spaces, and vice versa).
 - (u) Display local area maps with walking/cycling access routes and key destinations at major entrances (*multi-family, condominium*).
 - (v) Display relevant transit schedules and route maps at entrances (*multi-family, condominium*).
 - (w) Offer PRESTO cards preloaded with one monthly transit pass on residence purchase/move-in, to encourage residents to use transit.
 - (x) Contract with provider to install on-site bikeshare station (*multi-family*).
 - (y) Unbundle parking cost from monthly rent (*multi-family*).
 - (z) Provide a multimodal travel option information package to new residents.

October 25, 2024

Date



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

Enclosure: Site Plan Control Application approval – Supporting Information

SITE PLAN CONTROL APPROVAL APPLICATION SUPPORTING INFORMATION

File Number: D07-12-24-0090

SITE LOCATION

1255 Hemlock Road, and as shown on Document 1.

SYNOPSIS OF APPLICATION

The site is located within Phase 4 of the Wateridge Subdivision. It is a vacant and cleared parcel 0.417 hectares in size, with frontage on Hemlock Road, Oshedinaa Street, and an unnamed right-of-way to the north. The western property line abuts a future phase of the subdivision.

The proposal is for the new construction of a low-rise residential apartment building consisting of 89 units. The L-shaped building abuts the Hemlock Road and Oshedinaa Street frontages.

A single vehicular access will be provided from Kijigong Street, future public right-of-way to the north. There are eight surface parking spaces abutting the western property line, and 89 underground parking spaces provided on a single level.

Waste removal will be provided through private collection using Molok bins.

Residential Units and Types

Dwelling Type	Number of Units
Apartment	89

Related Applications

N/A

DECISION AND RATIONALE

This application is approved for the following reasons:

- The Official Plan designates these lands as Inner Urban Transect, along a Minor Corridor. The proposal is consistent with these policies by establishing an urban pattern of built form that encourages active modes of transportation and is

supportive of the transit network. The site's parking is underground and the functional elements, such as loading and waste removal is internal to the site and away from the Minor Corridor, Hemlock Road;

- The proposal is consistent with the Former Canadian Forces Base (CFB) Rockcliffe Secondary Plan, as it is a low-rise building with the main entrance facing Hemlock Road;
- The proposed development is consistent with the intent of the Zoning By-law and meets all of the applicable performance standards of the R5Y[2312] zone;
- The development is consistent with Former CFB Rockcliffe Community Design Plan, the building frames the streets and includes entrances onto Hemlock Road and Oshedinaa Street. The building is well-designed and includes durable materials; and
- The development complies with the relevant planning policy context and complies with the zoning bylaw. Accordingly, the development represents good land use planning.

PARKLAND DEDICATION

Parkland dedication, in accordance with By-law 2022-280, was previously satisfied through the related plan of subdivision approval.

CONSULTATION DETAILS

Councillor's Comments

Councillor Rawlson King was aware of the application related to this report.

Public Comments

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

APPLICATION PROCESS TIMELINE STATUS

This Site Plan application was processed by the On Time Decision Date.

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Document 1 – Location Map

