



File No. D07-12-17-0102

April 17, 2018

PH Robinson Consulting
100 Palomino Drive
Ottawa, ON K2M 1N3

Attention: Paul Robinson
Applicant

Dear Mr. Robinson:

**Subject: Site Plan Control Application
351 Croydon Avenue**

The City has approved the Site Plan Control application received on July 26, 2017, subject to Owner of the subject lands entering into a Site Plan Agreement.

It is important to note that this Site Plan Control Approval will lapse if certain requirements are not fulfilled by April 9, 2019. Specific details of the requirements will be provided to you once it has been indicated that the Owner is prepared to enter into an agreement with the City. These requirements may include, but are not limited to the following:

- Site Plan Agreement is signed.
- Security in the form of a Letter of Credit – in the City's standard format and wording, certified cheque or bank draft is provided.
- Certificate of Liability Insurance provided.
- Any required fees are paid

Please note that the documents referred to above, if not submitted in the City's required format(s), will be returned, resulting in a delay issuing a building permit and/or a commence work order.

Also enclosed is a copy of the approved plan(s). We will retain the original site plan(s).

If you have any questions or concerns, please contact Stream She by telephone at 613-580-2424, extension 24488 or by e-mail at stream.shen@ottawa.ca.

Sincerely,



Stream Shen MCIP RPP
Planner II
Development Review

- c.c. Councillor Mark Taylor
Mark Fraser, Infrastructure Approvals Project Manager, PIED (include 1 set of approved/signed mylars)
Kevin Lamer (Mail Code: 26-14), Program Manager - Development Inspection West, PIED
Linda Carkner, Program Manager, Right of Way
Pauline Prevost, Circulation Clerk - Design Review, PIED (site plan)
Matthew Graham, Manager (A) - Building Inspections, Building Code Services, PIED
Doug Durham (Mail Code 05-11) , Program Manager - Permit Approvals, Building Code Services, PIED (include all final/consolidated approved Geotechnical and/or Slope Stability studies)
Mike Levasseur, Zoning Plan Examiner, Building Code Services Branch, PIED (2 copies)
Municipal Addressing/Sign Officers, Permit Approvals Unit, Building Code Services Branch, PIED (Site Plan)
Joseph Langiano, Right of Way Agreements Coordinator
Amanda Phanenhour, Supervisor - By-Law Enforcement, Emergency & Protective Services Department
Christine Enta, Legal Counsel, City Clerk & Solicitor Department
Joumana Tannouri, Securities Administrator, Finance Department (no plans)
Chris Farley Ratcliffe, Account Manager, MPAC
OttawaScene Canada Signs, 1565 Chatelain Avenue, Ottawa, ON K1Z 8B5
(no attachments)



**SITE PLAN CONTROL APPROVAL APPLICATION
DELEGATED AUTHORITY REPORT
MANAGER, DEVELOPMENT REVIEW**

Site Location: 351 Croydon Avenue

File No.: D07-12-17-0102

Date of Application: June 26, 2017

This SITE PLAN CONTROL application submitted by Paul Robinson, PH Robinson Consulting, on behalf of Urban Structure Properties Ltd., is APPROVED as shown on the following plan(s):

1. **Site Plan**, Drawing No. SP-01, prepared by P2 Concepts, dated July 14, 2017, revision 7 dated Feb 23 2018.
2. **Tree Conservation Report & Landscape Plan**, Drawing No. L.1, prepared by James B. Lennox & Associates Inc., dated May 2017, revision 2 dated 11/15/2017.
3. **Exterior Elevations**, Drawing No. A-02, prepared by P2 Concepts, dated July 14, 2017, revision 7 dated Feb 23 2018.
4. **Proposed Site Grading Plan and Stormwater Management Plan**, Drawing No. G-1, prepared by T.L. MAK Engineering Consultants Ltd., Project No. 817-21, dated May 2017, revision 5 dated 03/02/18.
5. **Proposed Site Servicing Plan**, Drawing No. S-1, prepared by T.L. MAK Engineering Consultants Ltd., Project No. 817-21, dated October 2017, revision 3 dated 03/02/18.
6. **Storm Drainage Area Plan**, Drawing No. D-1, prepared by T.L. MAK Engineering Consultants Ltd., Project No. 817-21, dated November 2017, revision 2 dated 01/30/18.
7. **Proposed Erosion and Sediment Control Plan**, Drawing No. ESC-1, prepared by T.L. MAK Engineering Consultants Ltd., Project No. 817-21, May 2017, revision 3 dated 01/30/18.
8. **Proposed Roof Top Storm Water Management Plan**, Drawing No. SWM-1, prepared by T.L. MAK Engineering Consultants Ltd., Project No. 817-21, May 2017 revision 3 dated 01/30/18.

And as detailed in the following report(s):

1. **Addendum to Phase 1 ESA Report Dated November 25, 2016**, prepared by Kollaard Associates, dated December 2, 2016.
2. **Traffic Noise Impact Assessment for the Proposed Residential Development to be Located at 351 Croydon Avenue**, prepared by Hugh Williamson Associates Inc., dated 12th June, 2017, revision dated 28th September, 2017.
3. **Addendum 1, Updated Figure 1, Traffic Noise Impact Assessment for the Proposed Residential Development to be Located at 351 Croydon Avenue**, prepared by Hugh Williamson Associates Inc., dated 25th January, 2018.
4. **Serviceability Report**, File No. R-817-21A, prepared by T.L. Mak Engineering Consultants Ltd., dated November 2017, revision 3 dated March 2018.
5. **Storm Drainage Report**, File No. R-817-21, prepared by T.L. Mak Engineering Consultants Ltd., dated November 2017, revision 3 dated March 2018.
6. **Geotechnical Investigation**, Report No. 160861, prepared by Kollaard Associates, dated January 24, 2017.
7. **Response to Geotechnical Review Comments**, 351 Croydon Avenue, prepared by Kollaard Associates, dated February 13, 2018.
8. **Retaining Wall design for 351 Croydon Avenue, Ottawa, Ontario.**, prepared by Kollaard Associates, dated March 14, 2018.

And subject to the following Standard and Special Conditions:

Standard Conditions

1. The Owner shall enter into a standard site development agreement consisting of the following conditions. In the event the Owner fails to enter into such agreement within one year, this approval shall lapse.
2. **Permits**
The Owner shall obtain such permits as may be required from Municipal or Provincial authorities and shall file copies thereof with the General Manager, Planning, Infrastructure and Economic Development Department.
3. **Extend Internal Walkways**
The Owner shall extend internal walkways beyond the limits of the subject lands to connect to existing or proposed public sidewalks, at the sole expense of the Owner, to the satisfaction of the General Manager, Planning, Infrastructure and Economic Development Department.

4. **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 approved drawings of a design professional, such drawings to be approved by the General Manager, Planning, Infrastructure and Economic Development Department.
5. **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.
6. **Construct Sidewalks**
The Owner shall design and construct sidewalk(s) within public rights-of-way to provide a pedestrian connection from or to the site as may be determined by the General Manager, Planning, Infrastructure and Economic Development Department. Such sidewalk(s) shall be constructed to City Standards. A City Inspector must be present during the construction of the any Public sidewalk.
7. **Reinstatement of City Property**
The Owner shall reinstate, at its expense and to the satisfaction of the General Manager, Planning, Infrastructure and Economic Development Department, any property of the City, including, but not limited to, sidewalks, curbs and boulevards, which is damaged as a result of the subject development.
8. **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, Infrastructure and Economic Development Department.
9. **Completion of Works**
The Owner acknowledges and agrees that no new building shall be occupied on the lands, nor will the Owner convey title to any building 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, Infrastructure and Economic Development Department, 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, conveyance and/or occupancy of a lot or structure may otherwise be permitted, if in the sole opinion of the General Manager, Planning, Infrastructure and Economic Development Department, the aforesaid Works are proceeding satisfactorily toward completion. The Owner shall obtain the prior consent of the General Manager, Planning,

Infrastructure and Economic Development Department for such conveyance and/or occupancy in writing.

10. **Snow Storage**

Any portion of the lands which is intended to be used for snow storage shall be shown on the approved Site Plan or as otherwise approved by the General Manager, Planning, Infrastructure and Economic Development Department. The grading and drainage patterns and/or servicing of the site shall not be compromised by the storage of snow. Snow storage areas shall be setback from property lines, foundations, fencing or landscaping a minimum of 1.5 metres. Snow storage areas shall not occupy driveways, aisles, required parking spaces or any portion of a road allowance.

11. **On-Site Parking**

The following provision shall be included in any lease, rental agreement, sublet agreement, condominium agreement and/or Agreement of Purchase and Sale governing all or part of the building:

"The purchaser, tenant or sublessee acknowledges the unit being rented/sold may not be provided with any on-site parking. Should a tenant/purchaser have a vehicle for which they wish to have parking, that alternative and lawful arrangements may need to be made to accommodate their parking need at an alternative location. The Purchaser/Tenant/Sublessee acknowledges that 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 purchaser, tenant or sublessee intending to rely on on-street parking for their vehicle or vehicles does so at their own risk."

12. **Provision of As-Built Drawings**

(a) The Owner shall submit to the Chief Building Official, a certified building location survey, prepared by an Ontario Land Surveyor, including foundations elevations, upon completion of the foundation, to ensure interim compliance with the relevant City Zoning By-Law.

(b) The Owner shall supply to the General Manager, Planning, Infrastructure and Economic Development Department, one set of mylar or plastic film as-built road, grading and service drawings including the location of all Works, certified under seal by a Professional Engineer, for City records on Acceptance and Approval of the works. Furthermore, the Owner shall provide the "as-built" information and the attribute data for the Works on a CD in a form that is compatible with the City's computerized systems.

13. **Extension of Municipal Services**

The City will have no responsibility to install any extension to municipal services if determined to be required in order for the Owner to comply with

this Agreement or with any provincial or municipal laws or by-laws. In cases where such an extension is required of municipal services is required, the Works shall be undertaken by and at the expense of the Owner and construction shall be to the standards established by the City for the installation of such municipal services. The Owner shall provide public liability insurance in a form acceptable to the City for any Works involving the extension of municipal services and obtain any required approvals and permits from the City.

14. **Erosion and Sediment Control**

The Owner agrees to implement the Erosion and Sediment Control Plan to provide protection for the receiving storm sewer during construction activities. This plan, to be used during construction, is intended to ensure that no sediment and/or associated pollutants are discharged to a receiving water course which could degrade water quality and/or impair fish or other aquatic habitat. The methods used should be regularly maintained to ensure effectiveness of the method and compliance with provincial/federal legislation pertaining to water quality and habitat.

15. **Dye Test Inspection**

The Owner shall not convey the subject lands or allow any building on the lands to be occupied until the Owner has filed with the General Manager, Planning, Infrastructure and Economic Development Department documentation certification by an independent Professional Engineer of the Province of Ontario, retain by the Owner and approved by the City, that the plumbing and lateral services have received and passed a dye test inspection.

16. **Video Examination**

Video examination of all proposed storm and sanitary sewer sewers 200mm or larger in diameter, shall be required by the General Manager, Planning, Infrastructure and Economic Development Department, at the Owner's expense.

17. **Works on City Road Allowances**

Any works required to be done by the Owner on the City road allowances, shall be according to the specifications and by-laws of the City, The Owner, or its contractor, shall be required to obtain all the necessary permits for road cuts prior to disruption of the City road allowances and it is further understood and agreed that the aforementioned cuts shall be reinstated to the satisfaction of the General Manager, Planning, Infrastructure and Economic Development Department.

18. **Street Cleaning**

On a continuous basis during development, the Owner shall maintain all streets within the area in order that they are clear of mud, dust and other

material, resulting from vehicles involved in development to the satisfaction of the General Manager, Planning, Infrastructure and Economic Development Department. The Owner shall prevent the 'flushing' of dirt and debris associated with development works into any sewers. Upon any default by the Owner to so maintain the streets, the General Manager, Planning, Infrastructure and Economic Development Department may, in his/her discretion, arrange for the required cleaning to be performed and the cost incurred by the City in doing shall be recovered by the City.

19. **Utilities**

The Owner shall be required to coordinate the preparation of an overall utility distribution plan showing the located and installation, timing and phasing of all required on-site utilities (on-ground, below-ground) through liaison with the appropriate electrical, gas, telephone, and cablevision authorities and including on-site drainage facilities and streetscaping, such location plan being to the satisfaction of all affected authorities.

Special Conditions

1. **Permanent Features**

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

2. **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 and Private Service Posts 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 Clerk and Solicitor. All costs shall be borne by the Owner.

3. **Asphalt Overlay**

The Owner acknowledges and agrees to provide an asphalt overlay over the total area of the public driving surface of Croydon Ave., fronting the subject

lands, as shown on the approved Proposed Site Servicing Plan S-1, referenced in Schedule "E" hereto. The overlay shall be carried out to the satisfaction of the General Manager, Planning, Infrastructure and Economic Development Department. The Owner acknowledges and agrees that all costs are to be borne by the Owner.

4. **Retaining Walls**

Prior to registration of this Agreement, the Owner acknowledges and agrees to provide a retaining wall design engineering report prepared by a qualified geotechnical engineer licensed in the province of Ontario that documents that any retaining wall(s) proposed greater than 1m in height have been checked for global stability and establishes an adequate factor of safety in excess of 1.5 for static conditions and 1.1 for seismic conditions is achieved. The report shall provide structural details of the retaining wall(s).

The Owner 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 site.

5. **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, Infrastructure and Economic Development Department 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, Infrastructure and Economic Development Department.

6. **Major Storm Events**

The Owner acknowledges and agrees that during major storm events, parking areas may be subject to flooding due to drainage from the road allowance. The Owner further acknowledges and agrees that the City will not take responsibility for any flooding claims.

7. **Protection of City Sewers**

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

- (i) obtain a video inspection of the City Sewer System within Croydon Ave. prior to any construction to determine the condition of the existing City Sewer System prior to construction on the lands and to provide said video inspection to the General Manager, Planning,

Infrastructure and Economic Development Department.

- (b) Upon completion of construction on the lands, the Owner shall, at its expense and to the satisfaction of the General Manager, Planning, Infrastructure and Economic Development Department:
 - (i) obtain a video inspection of the existing City Sewer System within Croydon Ave. to determine if the City Sewer System sustained any damages as a result of construction on the lands; and
 - (ii) assume all liability for any damages caused to the City Sewer System within Croydon Ave. and compensate the City for the full amount of any required repairs to the City Sewer System.

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

- (a) 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, structure, water wells and facilities likely to be affected by the blast, in particular, those within seventy-five (75) metres of the location where explosives are to be used. 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 (the "Notification Letter").
- (b) The Owner acknowledges and agrees that the Notification Letter(s) shall be in compliance with City Standard S.P. No. F-1201 and to the satisfaction of the General Manager, Planning, Infrastructure and Economic Development Department. Pursuant to City Standard S.P. No. F-1201, the Owner or its agents, contractors and subcontractors shall provide written notice to all owners and tenants of any building and/or facility located within a minimum of one hundred and fifty (150) metres from the blasting location at a minimum of fifteen (15) business days prior to any blasting. The Owner further acknowledges and agrees that it shall provide a copy of the Notification Letter(s) to the General Manager, Planning, Infrastructure and Economic Development Department prior to any blasting activities.

9. **Cash in Lieu of Parkland**

Upon execution of this Agreement, the Owner shall pay cash-in-lieu of parkland in the amount of \$37,843.44 as referenced in Schedule "B" herein. The Owner shall also pay the parkland appraisal fee of \$500.00 plus H.S.T. of \$65.00, as referenced in Schedule "B" herein. Pursuant to the City's Parkland Dedication By-law, being By-law No. 2009-95, as amended, 40% of said funds collected shall be directed to City wide funds, and 60% shall be

directed to Ward 7 funds.

10. **Private Approach Detail**

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.

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 Curb Return at a Private Entrance" Plan, Drawing No. SC7.1, dated March 2007 and revised March 2013, and the Owner shall comply with the City's Private Approach By-law, being No. 2003-447, as amended.

11. **Installation of Signs on Private Property**

The Owner acknowledges and agrees it shall obtain approval from the Chief Building Official, Building Code Services prior to installation of any signs on the subject lands. The Owner further acknowledges and agrees that any such signs shall be installed in a location to the satisfaction of the Chief Building Official, Building Code Services and the General Manager, Planning, Infrastructure and Economic Development Department, and in accordance with the City's Permanent Signs on Private Property By-law No. 2005-439, as amended.

12. **Off-Site Contamination Management Agreement**

The Owner acknowledges and agrees that where contamination emanating from the site and impacting the City's rights-of-way is discovered during the course of the Works, the Owner shall notify the Manager, Realty Services immediately in writing and agrees to enter into an Off-Site Management Agreement with the City to address the contamination in the rights-of-way. The Owner shall be responsible for all associated costs with the Off-Site Management Agreement, which agreement shall be to the satisfaction of the General Manager, Planning, Infrastructure and Economic Development Department.

13. **Inlet Control Devices (ICDs)**

The Owner acknowledges and agrees to install and maintain in good working order the required in-ground stormwater inlet control devices, as recommended in the approved Storm Drainage 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. The inlet control devices shall not be removed under any condition.

14. **Private Storm Sewer Connection to City Sewer System**

- (a) 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:
- (b) a certificate of conformance and As-Built drawing(s) 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
- (c) 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, Infrastructure and Economic Development Department.

15. **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, Infrastructure and Economic Development Department, 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, Infrastructure and Economic Development Department, that such personnel are not on-site or are incompetent in the performance of their duties, or that the said Works are not being carried out in accordance with the approved plans or specifications and in accordance with good engineering practice, then the General Manager, Planning, Infrastructure and Economic Development Department, may order all Work in the project to be stopped, altered, retested or changed to the satisfaction of the General Manager, Planning, Infrastructure and Economic Development Department.

16. **Stormwater Management Memorandum**

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

17. **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, Infrastructure and Economic Development Department 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.

18. **Site Dewatering**

The Owner acknowledges and agrees that while the site is under construction, any water discharged to the sanitary sewer due to dewatering shall meet the requirements of the City's Sewer Use By-law No. 2003-514, as amended.

19. **Utility Clearance**

The Owner acknowledges and agrees to obtain all necessary utility clearances prior to construction and file copies thereof with the General Manager, Planning, Infrastructure and Economic Development. The City will not be responsible for any utility conflicts.

20. **Private Water System**

The Owner acknowledges and agrees that the water plant within the lands is a private water system including Private Services (Water and Sewer) and appurtenances, and that it is responsible for the maintenance of the portions of the private water system including the private watermains, private hydrants, private sanitary and storm sewer infrastructure which are located on the lands and that the owner will retain copies of all the associated works and maintenance contracts, and make said contracts available for inspection upon demand by the City.

21. **Rooftop Storage**

The Owner agrees to provide a memorandum sealed by a professional engineer to the General Manager, Planning, Infrastructure and Economic Development Department that confirms that the roof design will meet the requirements of clause 7.4.10.4 of the 2012 Ontario Building Code prior to issuance of a Building Permit as rooftop storage is proposed a part of the SWM solution.

22. **Exterior Lighting**

All exterior lighting proposed for the subject lands shall be installed only in the locations and in accordance with specifications shown on the approved plans referenced herein unless otherwise approved in writing by the General Manager, Planning, Infrastructure and Economic Development. Sharp cut-off fixtures or, in exceptional circumstances only, an alternative fixture design approved by the General Manager, Planning, Infrastructure and Economic Development, shall be used to minimize possible lighting glare onto adjacent properties. It is noted that exterior lighting includes exterior building lighting.

23. **Sump Pump and Foundation Drain Backwater Valve**

The Owner acknowledges and agrees to install a foundation drain backwater valve in accordance with City Standard S14, as amended, due to potential for the hydraulic grade line (HGL) in the Croydon Ave. storm sewer to reach the proposed basement elevation during critical storm events. The Owner further acknowledges and agrees that the City will not take responsibility for any flooding claims as a result of this identified existing condition.

The Owner acknowledges and agrees to install a sump pit with sump pump in addition to a foundation drain backwater valve in the basement of the building in case the backwater valve remains in a closed position for an extended period of time during critical storm events. The sump pump shall be equipped with an emergency battery backup in the event of a power outage to ensure the system remains operational.

24. **Noise Control Attenuation Measures**

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

- a) Each unit is to be fitted with a forced air heating system and ducting, and shall be sized to accommodate central air conditioning.
- b) 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 condition 28.

25. **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:

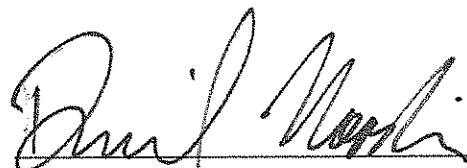
"The Purchaser/Lessee for himself, his heirs, executors, administrators, successors and assigns acknowledges being advised that sound level due

to increasing road/rail/Light Rail/transitway traffic may occasionally interfere with some indoor activities when door and windows are open as the outdoor sound levels may exceed the sound level limits of the City and the Ministry of Environment. To help address the need for sound attenuation 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 occupant will allow windows and exterior doors to remain closed, thereby ensuring that the indoor sound levels are within the City's and the Ministry of Environment's noise criteria.

26. **Residential Waste and Recycling Collection**

The Owner acknowledges and agrees that the City will provide waste collection and cart (and/or container) recycling collection for the residential units. The Owner shall provide an adequate storage room or space for waste containers and recycling carts (and/or containers). The Owner acknowledges and agrees that it is recommended that the containers and carts be placed on a concrete floor. The Owner shall provide an adequate constructed road access to the waste/recycling storage room or area suitable for waste/recycling vehicles as direct access to the containers and carts is required. The Owner acknowledges and agrees that any additional services (i.e. winching of containers) may result in extra charges.

11 April, 2018
Date


Derrick Moodie
Manager, Development Review
Development Review, West
Planning, Infrastructure and Economic Development
Department

Enclosure: Site Plan Control Application approval – Supporting Information



SITE PLAN CONTROL APPROVAL APPLICATION SUPPORTING INFORMATION

File Number: D07-12-17-0102

SITE LOCATION

The site is addressed 351 Croydon Avenue, and as shown on Document 1.

SYNOPSIS OF APPLICATION

The property is located on the east side of Croydon Avenue between Carling Avenue and Richmond Road. The property is adjacent to the Lincoln Field Shopping Centre to the east, "Quickie" convenient store to the north, a restaurant to the west, and surface parking to the south.

The site is currently vacant and it has been historically used by food trucks and as additional parking for the Lincoln Fields Shopping Centre.

The applicant is proposing a three-storey apartment building with a finished basement to accommodate eight rental residential units with a total gross floor area of 682 square metres. The eight dwelling units will include four one-bedroom and four two-bedroom rental units. Five vehicle and four bicycle parking spaces will be located at the rear of the building and accessed via a driving aisle along the north side of the property. Landscaping will be provided in the front lot line, as well as along the north property line.

DECISION AND RATIONALE

This application is approved for the following reasons:

- The proposal conforms to the policies within the City of Ottawa Official Plan;
- The proposal conforms to the regulations within the City of Ottawa Zoning By-law 2008-250.
- Transportation and engineering issues have been adequately addressed;
- The proposal represents good planning and an appropriate development of the site.

CONSULTATION DETAILS

110 Laurier Avenue West, Ottawa ON K1P 1J1 Mail code: 01-14
110, av. Laurier Ouest, Ottawa (Ontario) K1P 1J1 Courrier interne: 01-14

Visit us: Ottawa.ca/planning
Visitez-nous : Ottawa.ca/urbanisme

Councillor Mark Taylor has concurred with the proposed conditions of approval.

Public Comments

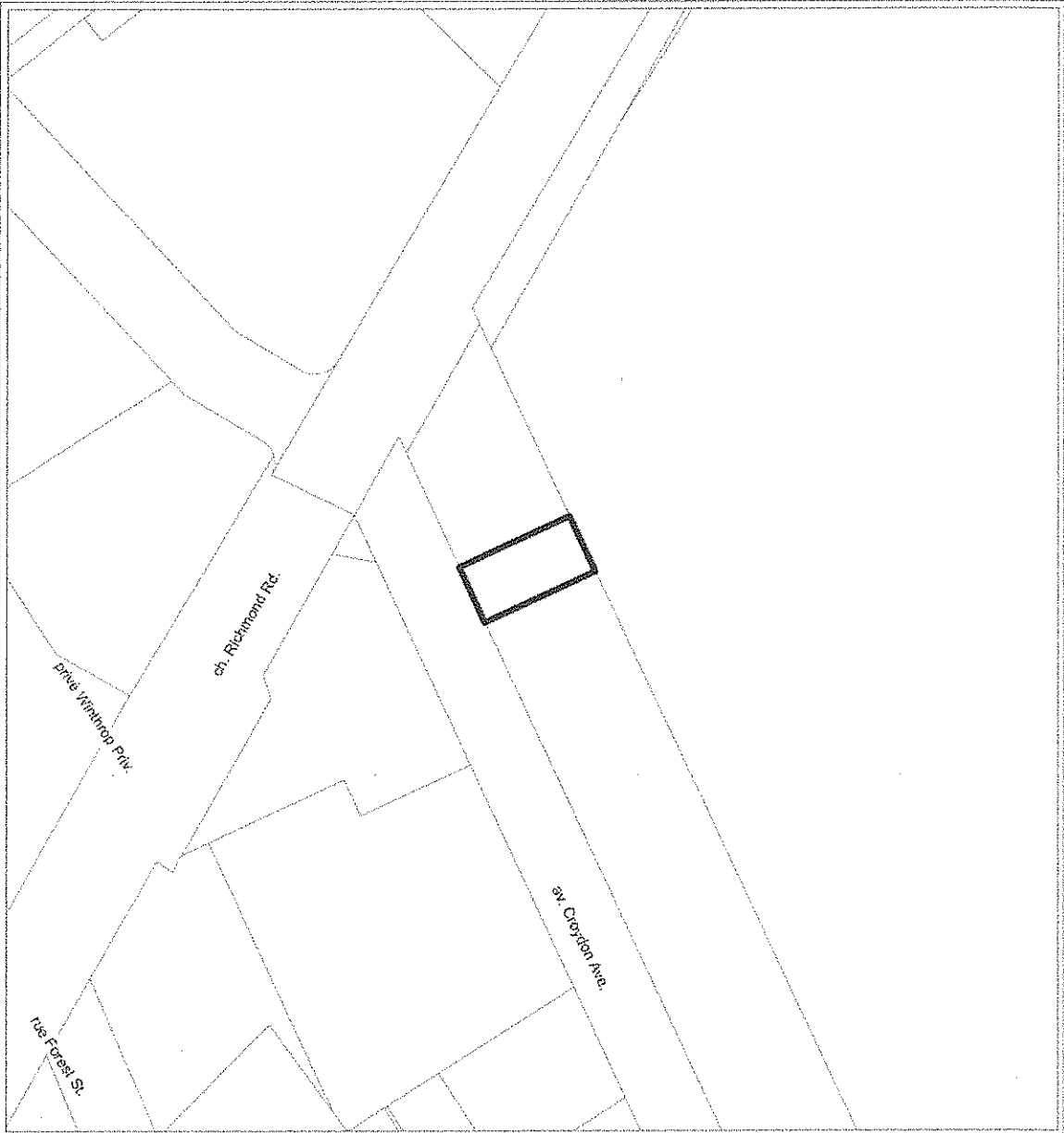
N/A



APPLICATION PROCESS TIMELINE STATUS

This Site Plan application was not processed by the On Time Decision Date established for the processing of an application that has Manager Delegated Authority due to complexity related to the site engineering issues.

Contact: Stream Shen - Tel: 613-580-2424, ext. 24488; Fax: 613-580-2576; or e-mail: stream.shen@ottawa.ca

Document 1 – Location Map



		LOCATION MAP / PLAN DE LOCALISATION SITE PLAN / PLAN D'EMPLACEMENT	
D07-12-17-0102	17-1181-A	 351 avenue Croydon Avenue	
I:\CO\2017\Site\Croydon351			
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REVISION / RÉVISION - 2017 / 08 / 10		