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

Site Location: 4025 Strandherd Drive

File No.: D07-12-18-0041

Date of Application: March 23, 2018

This SITE PLAN CONTROL application submitted by Minto Communities Inc. is APPROVED as shown on the following plan(s):

- 1. Site Plan Rev 2.1, Drawing No. SP 1, prepared by Minto Communities, dated November 24, 2017, revision 2.1 dated November 13, 2018.
- Infusion Terrace Homes TE Block 104 Landscape Plan, Drawing No. 117209-L1, prepared by Novatech, dated March 22, 2018, revision 6 dated November 13, 2018.
- 3. **BE-1 Elevation (Harmony)**, Drawing No. BE-1, prepared by Vandenberg & Wildeboer Architects, dated November 19, 2018.
- 4. **BE-1 Elevation (Harmony)**, Drawing No. BE-1, prepared by Vandenberg & Wildeboer Architects, dated November 19, 2018.
- 5. **BE-1 Elevation (Harmony)**, Drawing No. BE-1, prepared by Vandenberg & Wildeboer Architects, dated November 19, 2018.
- 6. **Grading Plan**, Drawing No. G1, prepared by J.L. Richards & Associates Limited, dated March 8, 2018, revision 6 dated November 16, 2018.
- 7. **Site Servicing Plan**, Drawing No. S1, prepared by J.L. Richards & Associates Limited, dated March 8, 2018, revision 6 dated November 16, 2018.
- 8. **Storm Drainage and Ponding Plan**, Drawing No. SWM, prepared by J.L. Richards & Associates Limited, dated March 8, 2018, revision 6 dated November 16, 2018.
- 9. **Removals and Erosion and Sediment Control Plan**, Drawing No. RESC, prepared by J.L. Richards & Associates Limited, dated March 8, 2018, revision 6 dated November 16, 2018.

And as detailed in the following report(s):

- 1. **Detailed Noise Control Study**, Report 24051-003, prepared by J.L. Richards & Associates Limited, dated July 2018.
- Site Servicing Report Harmony Stage 1 Block 104, Report 24051-003.1, prepared by J.L. Richards & Associates Limited, revision 2 dated October 31, 2018.
- 3. **Geotechnical Investigation of Record Letter**, File PG4426-LET.01, prepared by Paterson Group, dated March 12, 2018.
- 4. Geotechnical Investigation Clarke Lands Development Stage 1, Report PG1984-2, prepared by Paterson Group, dated June 29, 2016.
- 5. **Phase I Environmental Site Assessment**, Report PE0667-2, prepared by Paterson Group, dated December 12, 2014.
- 6. Site Lighting Letter Harmony Stage 1, Block 104, prepared by J.L. Richards & Associates Limited, dated October 22, 2018

And subject to the following Standard and Special Conditions:

Standard Conditions

1. Site Plan Agreement

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, the 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 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, Infrastructure and Economic Development Department. Such sidewalk(s) shall be constructed to City Standards.

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. 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 Chapman Mills Drive and Chakra Street 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.

10. Completion of Works

The Owner acknowledges and agrees that no 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.

11. Joint Use, Maintenance and Liability Agreement

- a) The Owner acknowledges and agrees that should the lands be severed in the future, it shall ensure that the future owner of the freehold units shall enter into a Joint Use, Maintenance and Liability Agreement which shall be binding upon the owners and all subsequent purchasers to deal with the joint use, maintenance and liability of the common elements, including but not limited to any private roadway(s) and concrete sidewalks; common grass areas; common party walls, exterior walls; common structural elements such as the roof, foundations; common parking areas; sewers and watermains, for the mutual benefit and joint use of the owners; and any other elements located in the common property; and the Joint Use, Maintenance and Liability Agreement shall be filed with the General Manager, Planning, Infrastructure and Economic Development.
- b) The Owner shall file with the General Manager, Planning, Infrastructure and Economic Development, an opinion from a solicitor authorized to practice law in the Province of Ontario that the Joint Use, Maintenance and Liability Agreement is binding upon the owners of the land and all subsequent purchasers to deal with the matters referred to Clause 11 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, Infrastructure and Economic Development.
- d) The Owner acknowledges and agrees that the Joint Use, Maintenance and Liability Agreement shall include a clause to require all future purchasers to enter into an Assumption Agreement in order to transfer all legal and financial obligations required under the Joint Use, Maintenance and Liability Agreement.

Special Conditions

12. Re-instatement of Landscaping and Walkways

The Owner acknowledges and agrees that a temporary on-site asphalt pathway has been approved along the future east-west Chapman Mills Drive right of way to facilitate resident connections to the parking area. The Owner further acknowledges and agrees that, upon construction of the east-west Chapman Mills Drive and associated sidewalk abutting the subject site, the temporary on-site asphalt pathway is to be removed and the lands re-instated with sod as identified on the approved Landscape Plan, Drawing No. 117209-L1, referenced in Schedule "E" herein. Securities for these works have been included within Schedule B herein.

13. 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, 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.

14. Exterior Elevations Drawings

The Owner acknowledges and agrees to construct the proposed buildings in accordance with the approved Elevations, referenced in Schedule "E" herein. The Owner further acknowledges and agrees that any subsequent proposed changes to the approved Elevations Plans shall be filed with the General Manager, Planning, Infrastructure and Economic Development Department 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.

15. 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.

16. 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, Infrastructure and Economic Development Department, 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.

17. Professional Engineering Inspection

The Owner shall have competent Professional Engineering inspection personnel onsite 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.

18. Stormwater Works Certification

Upon completion of all stormwater management Works, the Owner acknowledges and agrees to retain the services of a Professional Engineer, licensed in the Province of Ontario, to ensure that all measures have been implemented in conformity with the approved Plans and Reports, referenced in Schedule "E" herein. The Owner further acknowledges and agrees to provide the General Manager, Planning, 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.

19. 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.

20. Water Plant

The Owner acknowledges and agrees that the water plant within the lands is a private watermain. The Owner further acknowledges and agrees that the private watermain

and appurtenances thereto are to be maintained by the Owner at its own expense, in perpetuity. The Owner performing maintenance on critical infrastructure, such as private watermains and private fire hydrants, shall maintain adequate records as proof of having done so in accordance with applicable regulations, and that the records shall be retained for review by the City and or the Fire Department when requested.

21. 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 Clerk and Solicitor. All costs shall be borne by the Owner.

22. Inlet Control Devices (ICDs)

The Owner acknowledges and agrees to install and maintain in good working order the required roof-top and or in-ground stormwater inlet control devices, as recommended in the approved Site Servicing Report Harmony Stage 1 – Block 104, 24051-003.1, Revision 2 dated October 31, 2018 and prepared by J.L Richards & Associates Ltd., 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. Public Transit

The Owner shall inform all prospective purchasers, through a clause in all agreements of Purchase and Sale and indicate on all plans used for marketing purposes, those streets identified for potential transit services, the location of the bus stops, paved passenger standing areas, or shelters pads and shelters, any of which may be located in front of or adjacent to the purchaser's lot at any time.

24. 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.

25. Street Name and Signs

- a) The Owner acknowledges and agrees it shall provide for, install and maintain, at its own expense, all regulatory traffic signage, in accordance with the City's Municipal Addressing By-law 2014-78, as amended, for any private road within the area controlled by this Agreement.
- b) The Owner acknowledges and agrees it shall provide for, install and maintain, at its own expense, all temporary street name signs, in accordance with the City's Municipal Addressing By-law 2014-78, as amended, for any private road within the area controlled by this Agreement.
- c) The Owner acknowledges and agrees it shall, at its own expense, make arrangements for the City to provide, install, and maintain all permanent street name signs, in accordance with the City's Municipal Addressing By-law 2014-78, as amended, and to City Specifications or Standards.

26. Installation of Signs on Private Property

The Owner acknowledges and agrees that, prior to installation of any signage on the lands, it shall obtain approval from the Chief Building Official, Building Code Services, and the General Manager, Planning, Infrastructure and Economic Development, which signage shall be in accordance with the City's Permanent Signs on Private Property By-law No. 2016-326, as amended.

27. Noise Impact Study

The Owner(s) shall implement the noise control attenuation measures recommended in the approved Detailed Noise Control Study, referenced in Schedule "E" herein.

- a) Each unit is to be fitted with a forced air heating system, with the provision for the future installation of central air conditioning.
- b) Notices-on-Title respecting noise:
 - i. Warning Clause Type A
 - ii. Clause A is to be registered on Title for the outdoor amenity space of Block 104 (Units 1A, 1B, 2A, 2B, 3A, 3B, 4A, 4B, 5A, 5B, 6A, 6B, 7A, 7B, 8A, 8B, 9A, 9B, 10A, 10B, 11A, 11B, 12A, 12B, inclusive):

"Purchasers/tenants are advised that, sound levels due to increasing road/transitway traffic may, on occasion, interfere with some outdoor activities as the sound levels exceed the sound level limits of the City and the Ministry of the Environment."

iii. Warning Clause Type B

iv. Clause B is to be registered on Title for Units 1A, 1B, 2A, 2B, 3A, 3B, 4A, 4B, 5A, 5B, 6A, 6B, 7A, 7B, 8A, 8B, 9A, 9B, 10A, 10B, 11A, 11B, 12A, 12B, inclusive:

"Purchasers/tenants are advised that despite the inclusion of noise control features within the building units, sound levels due to increasing road/transitway traffic may, on occasion, interfere with some activities of the dwelling occupants as the sound levels exceed the sound level limits of the City and the Ministry of the Environment.

To help address the need for sound attenuation this dwelling unit includes:

- single/multi-pane glass windows;
- provision for central air conditioning.

To ensure that provincial sound level limits are not exceeded it is important to maintain these sound attenuation features.

This dwelling unit has also been designed with the provision for adding central air conditioning at the occupant's discretion. Installation of central air conditioning will allow windows and exterior doors to remain closed, thereby ensuring that the indoor sound levels are within the sound level limits of the City and the Ministry of the Environment."

"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's and the Ministry of the Environment's noise criteria."

c) "The transferee covenants with the transferor, and the lessee covenants with the lessor, that the above clause's, verbatim, shall be included in all subsequent agreements of purchase and sale, lease agreements, and Transfers/Deeds conveying the lands described herein, which covenant shall run with the said lands and is for the benefit of the owner of the adjacent road."

28. Certification Letter for Noise Control Measures

a) The Owner acknowledges and agrees that upon completion of the development and prior to occupancy and/or final building inspection, it shall retain a Professional Engineer, licensed in the Province of Ontario with expertise in the subject of acoustics related to land use planning, to visit the lands, inspect the installed noise control measures and satisfy himself that the installed recommended interior noise control measures comply with the measures in the Noise Impact Assessment Study referenced in Schedule "E" hereto, as approved by the City and/or the approval agencies and authorities (The Ministry of the Environment Conservation and Parks) or noise thresholds identified in the City's *Environmental Noise Control Guidelines*. The Professional Engineer shall prepare a letter to the City's Development Inspection Program Manager (the "Certification Letter") stating that he certifies acoustical compliance with all requirements of the applicable conditions in this Agreement, to the satisfaction of the General Manager, Planning, Infrastructure and Economic Development Department.

- b) The Certification Letter shall be unconditional and shall address all requirements as well as all relevant information relating to the development, including project name, lot numbers, building identification, drawing numbers, noise study report number, dates of relevant documents and in particular reference to the documents used for the building permits and site grading applications. The Certification Letter(s) shall bear the certification stamp of a Professional Engineer, licensed in the Province of Ontario, and shall be signed by said Professional Engineer, and shall be based on the following matters:
 - i. Actual site visits, inspection, testing and actual sound level readings at the receptors;
 - ii. Previously approved Detailed Noise Control Studies, Site Plan and relevant approved Certification Letters (C of A) or Noise thresholds of the City's *Environmental Noise Control Guidelines*; and
 - iii. Non-conditional final approval for release for occupancy.
- c) All of the information required in subsections (a) and (b) above shall be submitted to the General Manager, Planning, Infrastructure and Economic Development Department, and shall be to his satisfaction.

29. Pressure Reducing Valve

The Owner acknowledges and agrees that, in accordance with the approved Site Servicing Report Harmony Stage 1 – Block 104, 24051-003.1, Revision 2 dated October 31, 2018 and prepared by J.L Richards & Associates Ltd., referenced in Schedule "E" herein, water pressure at the water meter is calculated to vary from 592 kPa to 610 kPa (86 to 88 psi). Since it is calculated that the water pressure will exceed the maximum pressure constraint of 552 kPA (80 psi), the Owner acknowledges and agrees to install, at the Owners expense, pressure reducing valves (PRVs) on all water service laterals as part of the building plumbing.

30. Permit To Take Water (PTTW)

If required, the Owner acknowledges and agrees to obtain an approved temporary Permit to Take Water application from the Ministry of the Environment, Conservation and Parks in accordance with *O. Reg. 387/04 Water Taking and Transfer pursuant to Section 34 of the Ontario's Water* Resources *Act, R.S.O. 1990, c.o.40 prior to* starting the project to the satisfaction of the General Manager, Planning, Infrastructure and Economic Development.

31. 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 Record 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, Infrastructure and Economic Development.

Fucha

November 27, 2018

Date

Don Herweyer Manager, Development Review Development Review, South Planning, Infrastructure and Economic Development Department

Enclosure: Site Plan Control Application approval – Supporting Information



SITE PLAN CONTROL APPROVAL APPLICATION SUPPORTING INFORMATION

File Number: D07-12-18-0041

SITE LOCATION

4025 Strandherd Drive, and as shown on Document 1.

SYNOPSIS OF APPLICATION

The subject development parcel is located at the future corner of Chakra Street and Chapman Mills, which extends south of Strandherd Drive from Fraser Fields Way. The parcel is known as Block 104 on Plan 4M-1607 for Minto's Harmony subdivision and has an associated are of 3,075 square metres.

The site is currently vacant. Surrounding land uses, at the time the Harmony subdivision is built out, include a neighbourhood park to the north across Chakra Street, future development to the east, Chapman Mills Drive to the south and a school site to the west. There is existing low-rise residential development along and across Strandherd Drive.

The lands are designated General Urban Area pursuant to the City's Official Plan, located within Area 8 of the South Nepean Urban Area Secondary Plan, and zoned Residential Fourth Density Subzone Z (R4Z) pursuant to Zoning By-law 2008-250.

The purpose of this application is to permit the development of a planned unit development comprised of two low-rise, stacked townhouse buildings containing 24 units. The proposed buildings are sited along Chapman Mills and a portion of Chakra Street. An amenity area is provided between the buildings with vehicle parking primarily to the rear of the buildings. Access to the surface parking area will be off Chakra Street, bicycle parking is provided on-site and in-ground refuse and recycling bins are located within the parking area. Landscaping is proposed throughout and along the perimeter of the lands.

DECISION AND RATIONALE

This application is approved for the following reasons:

- The site is designated 'General Urban Area' within the City of Ottawa Official Plan and the proposed meets the policies and objectives of this designation.
- The proposed development of a planned unit development comprised of two lowrise stacked townhouse buildings is a land use contemplated within the Residential Fourth Density Zone and is permitted within the applicable subzone.
- The proposed development is in compliance with Zoning By-law 2008-250 and the applicable R4Z provisions.



- Site issues such as landscaping, servicing and stormwater management, refuse storage & collection, and urban design have been satisfactorily addressed through the Site Plan Control process.
- A registered site plan agreement is required as a condition of approval to ensure that the subject site is developed to the satisfaction of the City.

CONSULTATION DETAILS

Councillor Jan Harder has has concurred with the proposed conditions of approval.

Public Comments

Summary of Comments - Public

This application was subject to the Public Notification and Consultation Policy and no public comments were received.

Technical Agency/Public Body Comments

Summary of Comments – Technical

Bell, Rogers Communication, Zayo, Enbridge Gas Distribution, and the Ottawa-Carleton District School Board sent comments on the proposal that are standard for development applications in regards to telecommunications, utility access, easements, and existing pupil accommodation concerns.

Response to Comments – Technical

Comments received were forwarded to the applicant following each review of the development proposal. Any necessary changes were made and conditions included within this approval.

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 reviews to address comments.

Contact: Amanda Marsh Tel: 613-580-2424, ext. 13409, fax 613-580-2576 or e-mail: Amanda.Marsh@ottawa.ca



Document 1 – Location Map

