

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

Site Location: 25 Overberg Way

File No.: D07-12-14-0154

Date of Application: September 30, 2014

This SITE PLAN CONTROL application submitted by Jim Burghout. on behalf of Claridge Homes (Bridlewood Trails) Inc., is APPROVED as shown on the following plan(s):

1. **Site Plan**, Sheet No. SP-1, prepared by Roderick Lahey Architect Inc., dated May 4, 2018, revision 3 dated January 23, 2019.
2. **Large Block Building Elevations**, Sheet No. A200, prepared by Roderick Lahey Architect Inc., dated February 6, 2018, revision 4 dated January 23, 2019.
3. **Small Block Building Elevations**, Sheet No. A200, prepared by Roderick Lahey Architect Inc., dated February 6, 2018, revision 4 dated January 24, 2019.
4. **Landscape Plan**, Drawing No. L.1, prepared by James B. Lennox & Associates Inc., dated June 2014, revision 6 dated February 15, 2019.
5. **Grading Plan**, Drawing No. 114013-GR, prepared by Novatech, dated September 17, 2014, revision 13 dated February 20, 2019.
6. **General Plan of Services**, Drawing No. 114013-GP, prepared by Novatech, dated September 17, 2014, revision 9 dated January 18, 2019.
7. **Erosion and Sediment Control Plan**, Drawing No. 114013-ESC, prepared by Novatech, dated May 29, 2015, revision 4 dated January 18, 2019.
8. **Storm Drainage Areas Plan**, Drawing No. 114013-STM, prepared by Novatech, dated September 17, 2014, revision 5 dated January 18, 2019.
9. **Sanitary Drainage Areas Plan**, Drawing No. 114013-SAN, prepared by Novatech, dated September 17, 2014, revision 5 dated January 18, 2019.
10. **Plan and Profile Station 1+000 to 1+200**, Drawing No. 114013-PR1, prepared by Novatech, dated September 17, 2014, revision 5 dated January 18, 2019.

11. **Plan and Profile Station 2+000 to 2+063.72**, Drawing No. 114013-PR2, prepared by Novatech, dated September 17, 2014, revision 5 dated January 18, 2019.
12. **Offsite Profile of Storm Outlet Swale Station 4+000 to 4+255**, Drawing No. 114013-PR-OS, prepared by Novatech, dated September 17, 2014, revision 5 dated January 18, 2019.
13. **Notes and Legends**, Drawing No. 114013-NL, prepared by Novatech, dated September 17, 2014, revision 5 dated January 18, 2019.

And as detailed in the following report(s):

1. **Technical Memorandum – Geotechnical Considerations – Revised**, Project No. 07-1121-0037, prepared by Golder, dated January 22, 2019.
2. **Technical Memorandum – Grading Plan Review – Revised**, Project No. 07-1121-0037, prepared by Golder, dated January 22, 2019.
3. **Servicing Design Brief**, File No. 114013, prepared Novatech, dated September 17, 2014, revised January 18, 2019.
4. **Stormwater Management Report**, File No. 114013, prepared Novatech, dated September 17, 2014, revision 4 dated January 18, 2019.
5. **Detailed Noise Control Study**, File No. 114013, prepared Novatech, dated September 17, 2014, revised September 19, 2018.
6. **Geotechnical Investigation – Proposed Residential Development**, File No. 07-1121-0037, prepared by Golder, dated September 2018.
7. **Agreement: Terry Fox and Eagleson**, between the landowner (First Capital Corporation and DIR Developments Inc.) and the purchaser (Claridge Homes Inc.), dated November 9, 2018.
8. **Mechanical Closets Memorandum**, prepared by Quadrant Engineering Limited, dated January 8, 2019.
9. **Revised HGL Analysis Letter**, File No. 114013, prepared by Novatech, dated March 26, 2019.

And subject to the following Standard and Special Conditions:

Standard Conditions

1. Site Plan Agreement

The Owner shall enter into this Site Plan Agreement, including all standard and special conditions, financial and otherwise, as required by the City. The Owner acknowledges and agrees that the approval shall lapse within one (1) year of Site Plan approval if the Owner has not executed this Agreement and has not completed the conditions required to be satisfied prior to execution of this Agreement.

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. 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, roads, sidewalks, curbs and boulevards, which is damaged as a result of the subject development.

7. 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.

8. 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.

9. 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.

10. 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 (concrete walkways/paths) and street furnishings placed in the City's right-of-way along Overberg Way and Tulum Crescent 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.

11. Joint Use and Maintenance Agreement

- a) The Owner acknowledges and agrees that should the lands be severed in the future, it shall ensure that the future owners of the condominium units shall enter into a Joint Use, Maintenance and Liability Agreement which shall be binding upon the owners and all subsequent purchasers to deal with the joint use, maintenance and liability of the common elements, including but not limited to any private roadway(s) and concrete sidewalks; common grass areas; common party walls, exterior walls; common structural elements such as the roof, foundations; common parking areas; sewers and watermain, for the mutual benefit and joint use of the owners; and any other elements located in the common property; and the Joint Use, Maintenance and Liability Agreement shall be filed with the General Manager, Planning, Infrastructure and Economic Development Department.

- b) The Owner shall file with the General Manager, Planning, Infrastructure and Economic Development Department, an opinion from a solicitor authorized to practice law in the Province of Ontario that the Joint Use, Maintenance and Liability Agreement is binding upon the owners of the land and all subsequent purchasers to deal with the matters referred to Paragraph a) above.
- c) The Owner acknowledges and agrees that the Joint Use, Maintenance and Liability Agreement shall be registered on the Owner's Land 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 Department.
- 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. Cash in Lieu of Parkland

Upon execution of this Agreement, the Owner shall pay cash-in-lieu of the parkland in the amount of \$73,363.27 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 23 funds.

13. Exterior Elevations Drawings

The Owner acknowledges and agrees to construct the proposed buildings in accordance with the approved Large and Small Block Building 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.

14. Waste Collection

The Owner acknowledges and agrees that waste and recycling collection will not be provided by the City. The Owner is to make appropriate arrangements with a private contractor for waste and recycling collection and shall consult a private contractor with regard to any access requirements for such collection.

The Owner acknowledges and agrees that a notice-on-title respecting waste and recycling collection, as contained in Clause 15 hereinafter, shall be registered on title to the subject lands, at the Owner's expense, and the following warning clause shall be included in all agreements of purchase and sale and lease agreements.

15. Notice on Title – Residential and Recycling Collection

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 City will not provide waste and recycling collection for the residential units. Appropriate arrangements shall be made with a private contractor for waste and recycling collection and any access requirements for such collection addressed.”

16. 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.

17. 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.

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, (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.

19. 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.

20. Protection of City Sewers

- a) Prior to the issuance of a building permit, the Owner shall, at its expense:
 - i. provide the General Manager, Planning, Infrastructure and Economic Development Department with the engineering report from a Professional Engineer, licensed in the Province of Ontario, which report shall outline the impact of the proposed building’s footing and foundation walls, on the City sewer system, that crosses the Tulum Crescent and Overberg Way frontages (the “City Sewer System”) and the impact of the existing City Sewer System on the building’s footing and foundation walls.
 - ii. obtain a legal survey acceptable to the General Manager, Planning, Infrastructure and Economic Development Department and the City’s Surveyor, showing the existing City Sewer System within Tulum Crescent and Overberg Way and the location of the proposed building and its footings in relation to the City Sewer System;
 - iii. obtain a video inspection of the City Sewer System within Tulum Crescent and Overberg Way 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 Tulum Crescent and Overberg Way 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 Tulum Crescent and Overberg Way and compensate the City for the full amount of any required repairs to the City Sewer System.

21. 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 Servicing Design 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.

22. 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.

23. 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.

24. 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 Stormwater Management Report, 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 Stormwater Management Report, referenced in Schedule “E” herein.

25. Pressure Reducing Valve

The Owner acknowledges and agrees that, in accordance with the approved Servicing Design Brief, referenced in Schedule “E” herein, pressure reducing valves are required for all building units. Since it is calculated that the water pressure will exceed the maximum pressure constraint, 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.

26. 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.

27. 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 signage, except as otherwise shown on the approved Site Plan referenced in “Schedule E” herein.

28. Maintenance of Proposed Interim Drainage Ditch

The Owner acknowledges and agrees to be solely responsible for the operation and maintenance measures within the interim drainage ditch which include but are not limited to the following:

- a) Maintain a grass cover within the interim ditch to the satisfaction of the City.
- b) Conduct regular inspections and perform routine maintenance to ensure the performance of the ditch is sustained. Positive drainage throughout the length of the ditch shall be maintained at all times.

29. Blanket Drainage Easement

Prior to the registration of this Agreement, the Owner shall obtain an unencumbered blanket easement on 866 Eagleson Road for a drainage ditch, as shown on the approved Offsite Profile of Storm Outlet Swale 114013-PR-OS Plan referenced in Schedule "E" herein to the satisfaction of the City. The Owner shall provide confirmation of the blanket easement to the General Manager, Planning, Infrastructure and Economic Development. All costs shall be borne by the Owner.

30. Notice on Title-All Units (Lightweight Fill)

The Owner acknowledges and agrees that a notice-on-title respecting placement of lightweight fill, as contained in the Clause hereinafter, shall be registered on title to the subject lands, at the Owner's expense, and a warning clause shall be included in all agreements of purchase and sale and lease agreements

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 due to the presence of lightweight fill on the lands, this may result in restrictions on landscaping. The Purchaser/Lessee further acknowledges being advised that the City of Ottawa will not take responsibility for any claims.

31. 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.

32. Soil Management

The Owner acknowledges and agrees to retain an environmental consultant to identify areas on the subject lands where excess soils, fill and/or construction debris will be removed. If through further testing any of these materials are found to be contaminated, the Owner acknowledges and agrees to dispose, treat or recycle these materials at a waste disposal site or landfill licensed for that purpose by the Ministry of the Environment and Climate Change.

33. 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.

34. Off-Site Works

Where works are performed on existing Roads outside of the subject site, such roads and services shall be reinstated to the satisfaction of the General Manager, Planning, Infrastructure and Economic Development Department.

35. Leak Detection Survey

The Owner acknowledges and agrees to have a Professional Engineer, licensed in the Province of Ontario, conduct regular inspections of the water system and sewer system, which includes a leak detection survey at least every five (5) years and a video inspection of the sanitary sewer system to check for major water infiltration into the private system. Copies of the inspection reports and videos shall be provided to the General Manager, Public Works and Environmental Services and Fire Services. The Owner further acknowledges and agrees that as part of the Owner's ongoing maintenance responsibility for the private system, repairs to the system must be completed immediately to correct any deficiencies which contribute to water loss or leakage of infiltration within the private system. Any deficiencies shall be immediately

reported to the City. The Owner acknowledges and agrees to notify the General Manager, Public Works and Environmental Services when such repairs have been completed.

36. **Noise Impact Study**

The Owner(s) shall implement the noise control attenuation measures recommended in the approved noise study.

- a) Blocks B, C, D and E (all units) shall be fitted with a forced air heating system and ducting, and shall be sized to accommodate central air conditioning;
- b) Blocks A and F (all units) shall be equipped with Central Air Conditioning.
- c) further to subsection b) above, the location and installation of any outdoor air conditioning device(s) shall comply with the noise criteria of the Ministry of the Environment and Climate Change's Publication NPC-216 entitled Environmental Noise Guidelines for Installation of Residential Air Conditioning Devices, dated September 1994, as amended, in order to minimize the noise impacts both on and off the immediate vicinity of the subject lands.
- d) Blocks A and F (all units) shall have the following building components:
 - i. Window assembly to meet a sounds transmission class, STC of 31.
 - ii. Wall assembly to meet a sound transmission class, STC of 37.
- e) Prior to issuance of building permit, a review of building components (windows, walls, doors) is required and must be designed to achieve indoor sound level criteria.
- f) All units shall have the following Notices-on-Title respecting noise as follows:

Blocks B, C, D and E (all units): warning clauses type 3 and 5

Blocks A and F (all units): warning clauses type 4 and 5

Warning clause type 3: "Purchaser/tenants are advised that sound levels due to increasing road traffic may occasionally interfere with some outdoor activities as the sound levels may exceed the sound level limits of the City and Ministry of the Environment.

To help address the need for sound attenuation this development has be designed so as to provide an outdoor amenity are and indoor environment that is within provincial guidelines. Measures for sound attenuation may include:

- Multi-pane glass
- Double brick veneer

To ensure that provincial sound levels are not exceeded it is important to maintain 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 window 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."

Warning clause type 4: "Purchaser/tenants are advised that sound levels due to increasing road traffic may occasionally interfere with some outdoor activities as the sound levels may exceed the sound level limits of the City and Ministry of the Environment.

To help address the need for sound attenuation this development has been designed so as to provide an outdoor amenity area and indoor environment that is within provincial guidelines. Measures for sound attenuation may include:

- Multi-pane glass
- Double brick veneer
- High sound transmission class walls

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

The dwelling unit has also been supplied with a central air conditioning system and other measures which 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."

Warning clause type 5: "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."

37. 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 Detailed Noise Control Study referenced in Schedule "E" hereto, as approved by the City and/or the approval agencies and authorities (The Ministry of the Environment and Climate Change) 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 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 and inspection;
 - 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.

38. Snow Storage and Clearing

In addition to the provisions set out in Section 17 of Schedule "C" to this Agreement, the Owner acknowledges and agrees that any portion of the subject lands which is intended to be used for temporary snow storage shall not interfere with the servicing of the subject lands, shall not impede emergency vehicles, and shall not occupy driveways, aisles, required parking spaces or any portion of a road allowance. The Owner further acknowledges and agrees to ensure that snow shall be removed promptly from the subject lands.

39. Private Approach Detail

The Owner agrees that all private accesses to Roads, including temporary construction access to the subject lands, shall be designed and located in accordance with and shall comply with the City's Private Approach By-Law, being By-law No. 2003-447, as amended, or as approved through the site plan control process, and shall be subject to approval of the General Manager, Planning, Infrastructure and Economic Development.

40. 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.

41. 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, being By-law No. 2016-326, as amended.

42. Fencing along City Park

The Owner shall install suitable temporary construction protection fencing along the common property boundary between the City park (Proudmore Romina Park) and the interim drainage ditch to prevent access by the public during the construction of the drainage ditch. The temporary fencing may be removed after construction of the drainage ditch has been completed. Any disturbance to the City parkland to install, construct or maintain the interim drainage ditch shall be reinstated by the Owner, at no cost to the City, to the satisfaction of the General Manager, Recreation, Cultural and Facility Services Department.

43. Reinstatement of Interim Drainage Ditch

The Owner acknowledges and agrees that reinstatement of the interim drainage ditch area for those lands that are proposed to be dedicated future parkland through subdivision application D07-16-19-0001 shall be completed by the Owner, at no cost to the City. The reinstatement of the future parkland shall include, but is not limited to; providing a subgrade suitable for the intended park use, replacement of native material and topsoil, or approved import material and topsoil, to approved depths and grades in accordance with the subdivision engineering plan(s) and/or Facility Fit Plan for the future parkland. All reinstatement works are to be inspected and verified by a qualified and licensed engineer or geologist, including preparation of a supporting geotechnical report which shall confirm that the subgrade is suitable for the parkland

intended use and that no contaminants have been deposited on the future parkland, and the report must indicate the level of soils compaction on the site and those results shall conform to City Standards, to the satisfaction of the General Manager, Recreation, Cultural and Facility Services Department.

44. **Municipal Extension Agreement**

Prior to execution of this Agreement, the Owner acknowledges and agrees to enter into a Municipal Extension Agreement with the City to permit the temporary private storm sewer crossing Overberg Way. The Owner shall assume all maintenance, operation, and replacement responsibilities for this sewer in perpetuity.

March 26, 2019

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: D07-12-14-0154

SITE LOCATION

25 Overberg Way, and as shown on Document 1.

SYNOPSIS OF APPLICATION

The site is located within the Bridlewood Trails Phase 2 subdivision. The subdivision is located along the east side of Terry Fox Drive, south of Fernbank Road. The parcel of land to be developed is located at the southern end of Tulum Crescent and also has frontage on Overberg Way.

The site is currently vacant with residential development constructed to the north and east with townhouses and medium density low-rise residential uses. Lands to the south are still vacant with a future development contemplated. Terry Fox Drive runs along the west edge of the property, however no access is permitted to this arterial road.

The proposed residential development is comprised of 72 stacked townhouse units, distributed in six buildings with associated internal surface parking and landscaping. Each building is three storeys containing 12 units each. The internal parking lot provides 100 parking spaces with 14 of those spaces being for visitors.

DECISION AND RATIONALE

This application is approved for the following reasons:

- The site is designated 'General Urban Area' within the City's Official Plan which contemplates a variety of low-rise residential development.
- The subject lands are zoned Residential Fourth Density Subzone Z (R4Z). The proposed planned unit development comprised of stacked townhouses is a permitted use and the proposal is compliant with Zoning By-law 2008-250.
- Site issues such as servicing, grading, stormwater management, landscaping and snow storage have been satisfactorily addressed through the Site Plan Control Process.
- A Registered Site Plan Agreement is required as a condition of approval to ensure the lands are developed in accordance with the approved plans and to the satisfaction of the City.



CONSULTATION DETAILS

Councillor Allan Hubley has concurred with the proposed conditions of approval.

Public Comments

Summary of Comments - Public

Two submission were received and the comments related to the proposed entrance from Overberg Way being opposite homes on Tulum Crescent, there being a need for privacy for townhomes from three-storey buildings, the lands being small for such a proposal, existing noise issues in the area, the lands were to be for park purposes, and reduction in land values as a result of adding a large apartment complex.

Response: The access from Overberg Way is on the far side of the block, not being adjacent to the townhomes on Tulum Crescent, and there are no anticipated privacy issues resultant from the proposed three-storey buildings being located on the opposite side of the street from two-storey townhomes. The subject lands were not zoned for a park and the proposal has been comprehensively reviewed and is in compliance with the Zoning By-law requirements. Noise impacts on the subject development have been reviewed and appropriate conditions contained within the approval. With respect to land values, this is not within the Planning Department's purview when reviewing development applications and does not form part of the subject proposal.

Technical Agency/Public Body Comments

Summary of Comments – Technical

Hydro Ottawa, Bell Canada, Telus, Canada Post, OCDSB, and MTS Allstream sent comments on the proposal that are standard for development applications in regards to telecommunications, utility access, easements, mail delivery and schools.

Response to Comments – Technical

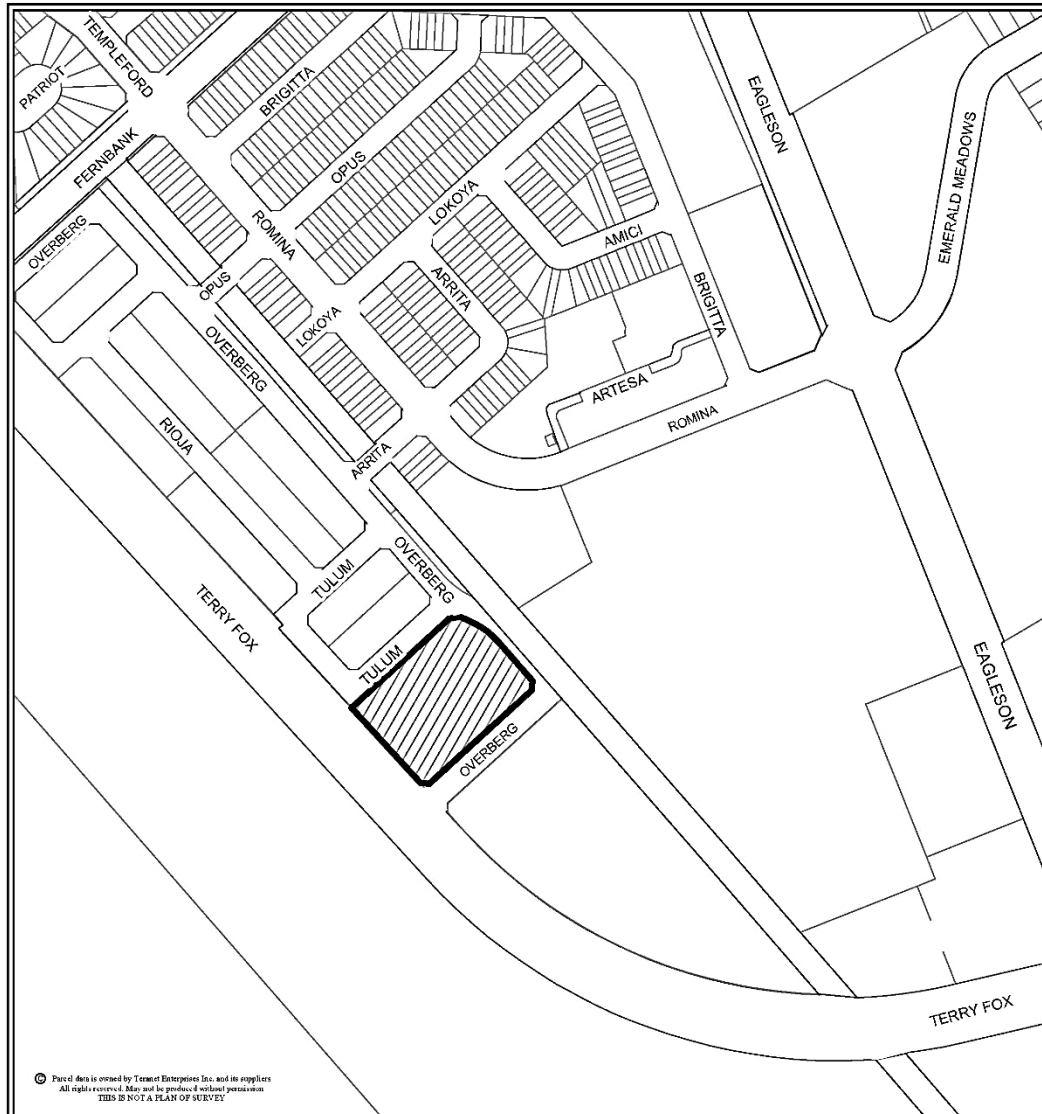
Comments received were forwarded to the applicant following each review of the development proposal.

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 the number of reviews to resolve issues.

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

Document 1 – Location Map



Produced by Infrastructure Services
and Community Sustainability
Produit par le Services d'infrastructure
et Viabilité des collectivités

D07-12-14-0154

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2014 / 10 / 09

REVISION DATE DE RÉVISION



Location Map / Plan de révision
Site Plan / Plan de emplacement
25 OVERBERG WAY

Échelle
N.T.S.
Mètres



Scale
N.T.S.
Metres