

**SITE PLAN CONTROL APPLICATION
DELEGATED AUTHORITY REPORT
STAFF, DEVELOPMENT REVIEW, CENTRAL**

Site Location: 501 Bronson Avenue

File No.: D07-12-19-0110

Date of Application: June 18, 2019

This SITE PLAN CONTROL application submitted by Wright Consulting Services, on behalf of Zhaokun Wang, is APPROVED as shown on the following plans:

1. **Site/Landscape Plan**, Drawing No. SL1.1, prepared by Miroca Design, dated February 20, 2019, revision 2 dated January 7, 2020.
2. **Elevations**, Drawing No. A1.1, prepared by Miroca Design, dated February 20, 2019, revision 2 dated January 7, 2020.
3. **Proposed Erosion and Sediment Control Plan**, Drawing No. ESC-1, prepared by T.L. MAK Engineering Consultants Ltd., Project No.: 818-113, dated April 2019, revision 2 dated 01/09/20.
4. **Proposed Rooftop Stormwater Management Plan**, Drawing No. SWM-1, prepared by T.L. MAK Engineering Consultants Ltd., Project No.: 818-113, dated March 2019, revision 2 dated 12/13/19.
5. **Proposed Site Servicing and Lot Grading Plan**, Drawing No. G-1, prepared by T.L. MAK Engineering Consultants Ltd., Project No.: 818-113, dated March 2019, revision 4 dated 01/17/20.
6. **Storm Drainage Area Plan**, Drawing No. D-1, prepared by T.L. MAK Engineering Consultants Ltd., Project No.: 818-113, dated March 2019, Revision 1 dated 10/18/19.

And as detailed in the following report(s):

1. **Serviceability Report**, Report No. R-818-113A, prepared by T.L. Mak Engineering Consultants Ltd., dated April 2019, revision 2 dated December 2019.

2. **Storm Drainage Report**, Report No. R-818-113, prepared by T.L. Mak Engineering Consultants Ltd., dated April 2019, revision 2 dated December 2019.
3. **Geotechnical Investigation**, No.: 190213, prepared by Kollaard Associates, dated April 24, 2019, revision 1 dated September 5, 2019.
4. **Geotechnical Letter**, Concerns with Respect to Ground Vibrations Induced at the Backbone Watermain Adjacent the Site by Bedrock Removal Equipment, prepared by Kollaard Associates, dated February 12, 2020.
5. **Estimation of Groundwater Flow into Foundation Drain**, prepared by Kollaard Associates, dated December 9, 2019.
6. **Phase I ESA**, Report No. PE4535-1, prepared by Paterson Group Inc., dated February 12, 2019.
7. **Phase I ESA Response to Site Plan Comments**, 501 Bronson Ave., File No.: PE4535-LET.02, prepared by Paterson Group, dated December 13, 2019.
8. **Traffic Noise Assessment**, Report No.: GWE19-061, prepared by Gradient Wind, dated May 30, 2019.
9. **Traffic Noise Response Letter**, prepared by Gradient Wind, dated October 7, 2019.

And subject to the following General and Special Conditions:

General 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. **Execution of Agreement Within One Year**

The Owner shall enter into this Site Plan Control Agreement, including all standard and special conditions, financial and otherwise, as required by the City. In the event that the Owner fails to sign this Agreement and complete the conditions to be satisfied prior to the signing of this Agreement within one (1) year of Site Plan approval, the approval shall lapse.

3. **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.

4. **Water Supply For Fire Fighting**

The Owner shall provide adequate water supply for fire fighting for every building. Water supplies may be provided from a public water works system, automatic fire pumps, pressure tanks or gravity tanks.

5. **Reinstatement of City Property**

The Owner shall reinstate, at its expense and to the satisfaction of the General Manager, Planning, Infrastructure and Economic Development, any property of the City, including, but not limited to, sidewalks, curbs and boulevards, which is damaged as a result of the subject development.

6. **Construction Fencing**

The Owner acknowledges and agrees to install construction fencing, at its expense, in such a location as may be determined by the General Manager, Planning, Infrastructure and Economic Development.

7. **Extend Internal Walkway**

The Owner shall extend internal walkways beyond the limits of the subject lands to connect to existing or proposed public sidewalks, at the sole expense of the Owner, to the satisfaction of the General Manager, Planning, Infrastructure and Economic Development.

8. **Completion of Works**

The Owner acknowledges and agrees that no new building will be occupied on the lands until all requirements with respect to completion of the Works as identified in this Agreement have been carried out and received Approval by the General Manager, Planning, Infrastructure and Economic Development, including the installation of municipal numbering provided in a permanent location visible during both day and night and the installation of any street name sign on relevant streets. Notwithstanding the non-completion of the foregoing Works, occupancy of a lot or structure may otherwise be permitted, if in the sole opinion of the General Manager, Planning, Infrastructure and Economic Development, the aforesaid Works are proceeding satisfactorily toward completion. The Owner shall obtain the prior consent of the General Manager, Planning, Infrastructure and Economic Development for such occupancy in writing.

Until all requirements with respect to completion of the Works as identified in this Agreement have been carried out and received Approval by the General Manager, Planning, Infrastructure and Economic Development, the Owner shall give notice to the City of a proposed conveyance of title to any building at least thirty (30) days prior to any such conveyance. No conveyance of title to any building shall be effective unless the Owner has complied with this provision.

Nothing in this clause shall be construed as prohibiting or preventing the approval of a consent for severance and conveyance for the purposes of obtaining financing.

9. **Development Charges**

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

10. **Designated Substances Survey**

Prior to demolition of any existing buildings located on the lands described in Schedule "A" herein, the Owner acknowledges and agrees to complete a designated substances survey and submit the findings and recommendations for the proper handling and disposal of waste as identified in said survey, to the satisfaction of the General Manager, Planning, Infrastructure and Economic Development, and in accordance with Best Management Practices. The survey shall address, but not be limited to:

- a. O.Reg. 278/05: Designated Substance - Asbestos on Construction Projects and in Buildings and Repair Operations under the Occupational Health and Safety Act, R.S.O. 1990, c.O.1, as amended (O.Reg. 278/05);
- b. Guideline - Lead on Construction Projects, prepared by the Ontario Ministry of Labour - Occupational Health and Safety Branch, published September 2004 and revised April 2011, as amended;
- c. O.Reg. 213/91: Construction Projects under the Occupational Health and Safety Act, R.S.O. 1990, c.O.1, as amended (O.Reg. 213/91);
- d. Registration Guidance Manual for Generators of Liquid Industrial and Hazardous Waste, prepared by the Ontario Ministry of the Environment, Conservation and Parks, published April 1995 and revised January 2016, as amended, to be used in conjunction with R.R.O. 1990, Reg. 347: General-Waste Management under the Environmental Protection Act, R.S.O. 1990, c.E.19, as amended (R.R.O. 1990, Reg. 347);
- e. R.R.O. 1990, Reg. 362: Waste Management – PCB's under the Environmental Protection Act, R.S.O. 1990, c.E.19, as amended (R.R.O. 1990, Reg. 362).

Special Conditions

11. **On-Site Parking**

- a. The Owner acknowledges and agrees that units within the proposed building(s) will not be provided with on-site parking. In the event any future tenant or purchaser wishes to have parking, the Owner acknowledges that alternative and lawful arrangements will need to be made to address parking

needs at an alternate location and such arrangements are solely the responsibility of the person seeking parking. The Owner further acknowledges and agrees the availability and regulations governing on-street parking vary; that access to on-street parking, including through residential on-street parking permits issued by the City cannot be guaranteed now or in the future; and that a tenant or purchaser intending to rely on on-street parking for their vehicle or vehicles does so at their own risk.

- b. The Owner acknowledges and agrees that a notice-on-title respecting on-site parking, as contained in Clause 12 below, 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.

12. On-Site Parking - Notice on Title

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 unit being sold/rented will not be provided with any on-site parking. Should the Purchaser/Lessee have a vehicle for which they wish to have parking, alternative and lawful arrangements will need to be made to address their parking needs at an alternate location and that such arrangements are solely the responsibility of the person seeking parking. The Purchaser/Lessee acknowledges that the availability and regulations governing on-street parking vary; that access to on-site street parking, including through residential on-street parking permits issued by the City of Ottawa cannot be guaranteed now or in the future; and that the Purchaser/Lessee intending to rely on on-street parking for their vehicle or vehicles does so at their own risk."

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

13. Permanent Features

The Owner acknowledges and agrees that no permanent features shall be permitted above and below grade within the City's widened right-of-way, including commercial signage.

14. 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 Traffic Noise Assessment 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 General Manager, Planning, Infrastructure and Economic Development (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.

- (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, and shall be to his satisfaction.

15. Noise Control Attenuation Measures

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

- a) each unit is to be equipped with central air conditioning;
- b) further to subsection (b) above, the location and installation of any outdoor air conditioning device(s) shall comply with the noise criteria of the Ministry of the Environment 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.

- c) prior to the issuance of a building permit, a review of building components (windows, walls, doors) is required and must be designed to achieve indoor sound levels within the City's and the Ministry of the Environment and Climate Change's noise criteria;
- d) 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 paragraph ____ below.

16. 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:

Type B – Increasing Roadway Traffic

“The Purchaser/Lessee for himself, his heirs, executors, administrators, successors and assigns acknowledges being advised that despite the inclusion of noise control features in this development and within building units, noise levels from increasing roadway traffic may be of concern, occasionally interfering with some activities of the dwelling occupants as the outdoor sound level exceeds the City of Ottawa's and the Ministry of the Environment Conservation and Parks noise criteria To help address the need for sound attenuation, this development includes:”

- *STC rated multi-pane glazing elements*
 - *Wet façade bedroom/living room: STC 36/31*
 - *South and North façade bedroom/living room: STC 32/27*
- *STC rated exterior walls*
 - *North, west and south façade: STC 45*

Type D – Central Air Conditioning

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

Ending Paragraph

“The Purchaser/Lessee covenants with the Vendor/Lessor that the above clauses, verbatim, shall be included in all subsequent agreements of purchase and sale,

and lease agreements for the lands described herein, which covenant shall run with the said lands.”

17. Asphalt Overlay

The Owner shall install an asphalt overlay over the total area of the public driving surface of Bronson Avenue, fronting the subject lands, as shown on the approved Proposed Site Servicing and Lot Servicing Plan, referenced in Schedule “E” hereto. The overlay shall be carried out to the satisfaction of the General Manager, Planning, Infrastructure and Economic Development. The Owner acknowledges and agrees that all costs are to be borne by the Owner.

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 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.

19. Record of Site Condition

Prior to the issuance of a building permit, the Owner shall submit to the General Manager, Planning, Infrastructure and Economic Development, and the Chief Building Official a Record of Site Condition (“RSC”) completed in accordance with the Environmental Protection Act, R.S.O. 1990, c. E.19, O.Reg. 153/04, as amended (“O.Reg. 153/04”), and shall be acknowledged by the Ministry of the Environment, Conservation and Parks. The RSC shall confirm that all or part of the site will be suitable for the proposed use in accordance with O.Reg. 153/04. The City may issue a building permit on a phased basis to allow for site investigation and remediation activities if permitted by O.Reg. 153/04. No further Works will be permitted until the RSC is submitted. Where available information reveals that contamination extends into a City right-of-way and submission of a RSC is not possible, a building permit may be issued on a phased basis:

- (a) where the Owner has executed an off-site management agreement with the City to remediate the right-of-way and the site or;
- (b) where the Owner has completed remediation Work on the right-of-way to the satisfaction of the General Manager, Planning, Infrastructure and Economic Development.

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 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 Bronson Avenue frontage (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 and the City's Surveyor, showing the existing City Sewer System within Bronson Avenue 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 Bronson Avenue 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.

(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:

- (i) obtain a video inspection of the existing City Sewer System within Bronson Avenue 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 Bronson Avenue and compensate the City for the full amount of any required repairs to the City Sewer System.

21. 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, Conservation and Parks.

22. Groundwater Management

The Owner acknowledges and agrees to retain an environmental consultant to test groundwater to be removed from the site during and after redevelopment. If through further testing the groundwater samples are found to be contaminated, all contaminated groundwater must be removed, managed or treated in accordance with appropriate Ontario regulations and/or discharged in accordance with the City's Sewer Use By-Law, being By-law No. 2003-514, as amended.

23. Retaining Wall

The Owner acknowledges and agrees to retain the services of a Professional Engineer, licensed in the Province of Ontario, to inspect any retaining walls on the subject lands and confirm that the retaining walls have been constructed in accordance with the retaining wall details. No features of the wall shall encroach onto the adjacent property.

24. 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.

25. Maintenance and Liability Agreement

The Owner acknowledges and agrees it shall be required to enter into a Maintenance and Liability Agreement for all decorative interlocking paving stones placed in the City's widened right-of-way along Bronson Ave. 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.

26. Rooftop Stormwater Flow Control Devices

The Owner acknowledges and agrees to install and maintain in good working order the required roof-top stormwater 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.

27. Stormwater Management Memorandum

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

28. Private Storm Sewer Connection to City Sewer System

The Owner acknowledges and agrees that any new storm sewers to be installed as part of this development shall not be connected to the City's existing storm sewer system until such time as either:

- (a) a certificate of conformance and As-Built 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
- (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.

29. 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.

30. 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.

31. Site Dewatering

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

32. Permit to Take Water

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 under Ontario 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 if required.

33. Utility Clearance

The Owner acknowledges and agrees to obtain all necessary utility clearances prior to construction and file copies therefor with the General Manager, Planning, Infrastructure and Economic Development.

34. Off-site Works

The Owner acknowledges and agrees that where works are performed on the existing road outside of the subject site, such road and sewers shall be reinstated to the satisfaction of the General Manager, Planning, Infrastructure and Economic Development.

35. Pressure Reducing Valve

The Owner acknowledges and agrees that a pressure check at completion of construction shall be performed to determine if a pressure reducing valve is required to be installed on the water service lateral as part of the building plumbing.

36. Pre and Post Construction Surveys

- a) The Owner acknowledges and agrees that all shoring/sheet piling/bracing and excavation activities, including hoe ramming (related to Ground Borne Vibration and Noise from Hoe Rams and/or Rock Drills), will conform to the requirements of O.Reg.213/91- Construction Projects, Part III – Excavations, O.H.S.A., M.O.L. - Excavation Hazards, O.B.C., City of Ottawa Environmental Noise Control Guidelines and Ottawa Noise By-law No.2017-255, all as amended. Prior to any of the aforementioned activities, pre and post construction surveys shall be prepared, at the Owner's expense, for all buildings, utilities, structure, infrastructure, water plant and facilities likely to be affected by these activities, in particular, those adjacent to the site location. 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 and documentation of existing baseline structural conditions.
- b) The pre and post construction survey shall include, as a minimum, the following information:
 - i) identification and description of existing differential settlements, including visible cracks in walls, floors, and ceiling, including a diagram, if applicable, room-by-room. All other apparent structural and cosmetic damage or defect must be noted. Defects shall be described, including dimensions, wherever possible; and
 - ii) photographs or video as necessary for recording areas of significant concern.
- (c) The Owner acknowledges and agrees to arrange visits by the structural engineer referred to in paragraph (a) herein every ten (10) working days during excavation and construction, to monitor any change from the baseline established in the above-mentioned pre-construction survey.

- (d) The Owner shall provide five full days written notice to the owners and residents captured in the study area, prior to commencing any construction and, if requested, the Owner shall cause its representatives to meet with said owners and residents within the five-day period.

37. Stormwater Management System

The Owner agrees to maintain in good working order the required stormwater system as recommended in the approved Storm Drainage Report referenced in Schedule "E" hereto. The Owner acknowledges and agrees to assume all maintenance and replacement responsibilities in perpetuity, including inspection and debris build-up removal every twelve (6) months, and to keep all records of inspection and maintenance in perpetuity and make said records available for inspection upon demand by the City.

38. Removal of Existing Private Services

The Owner acknowledges and agrees that their Contractor is required to remove and abandon all existing private services within Bronson Ave. as per the City S.P. No. F-4104 at the City sewer main to the satisfaction of the General Manager, Planning, Infrastructure & Economic Development Department.

39. Road Widening

Prior to registration of this Agreement, the Owner acknowledges and agrees to convey to the City, at no cost to the City, an unencumbered road widening across the complete Bronson Ave. frontage of the lands, measuring 11.5 metres from the existing centreline of pavement/the abutting right-of-way. The exact widening must be determined by legal survey. The Owner shall provide a reference plan for registration, indicating the widening, to the City Surveyor for review and approval prior to its deposit in the Land Registry Office. Such reference plan must be tied to the Horizontal Control Network in accordance with the municipal requirements and guidelines for referencing legal surveys. The Owner acknowledges and agrees to provide an electronic copy of the Transfer and a copy of the deposited reference plan to the City Clerk and Solicitor prior to the execution of this Agreement by the City. All costs shall be borne by the Owner.

40. Water Plant and Sewer Services

The Owner acknowledges and agrees that the water plant and sewer service within the lands is a private system, including Private Services and sewer services and appurtenances, and the Owner acknowledges and agrees that it is responsible for the operation, maintenance and/or replacement, in perpetuity, of the Private Services and sewer system, including the Private water service, private sanitary and storm sewer infrastructure (collectively the "private system") which are located on the lands and that the Owner will retain copies of all the associated Work and maintenance contracts, and make said contracts available

for inspection upon demand by the City.

41. Bedrock Removal Equipment

The Owner acknowledges and agrees that no more than two pieces of rock removal equipment shall be used at the same time to ensure the Peak Partical Velocity (PPV) will remain less than the maximum allowable PPV of 15mm/sec. as recommended in the approved Geotechnical Letter, referenced in Schedule "E" herein

42. Cash-in-Lieu of Parkland

Upon execution of this Agreement, the Owner shall pay cash-in-lieu of parkland in the amount of \$64,427.40 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 14 funds.

March 9, 2020

Date



Jenny Kluge
Planner, Development Review, Central
Planning, Infrastructure and Economic
Development Department

Enclosure: Site Plan Control Application approval – Supporting Information

SITE PLAN CONTROL APPROVAL APPLICATION SUPPORTING INFORMATION

File Number: D07-12-19-0110

SITE LOCATION

501 Bronson Avenue, and as shown on Document 1.

SYNOPSIS OF APPLICATION

The subject property is located on the east side of Bronson Avenue, between McLeod Street and Flora Street in Centretown. The property has an area of 373 square metres and 10.3 metres of frontage along Bronson Avenue. A two-storey mixed-use building currently occupies the site.

The surrounding neighbourhood is characterized by low-rise residential and commercial buildings. To the east of the subject property is a low-rise residential neighbourhood, to the south of the subject property are low-rise and mid-rise residential uses, to the west of the subject property are low-rise and mid-rise residential uses, as well as a gas station, and to the north of the subject property are low-rise residential and commercial uses.

The purpose of this Site Plan application is to permit the construction of a four-storey, 8-unit low-rise apartment dwelling on the subject property. Garbage storage will be provided within an interior garbage storage room. Bicycle parking is to be located inside the building and outdoor amenity space will be provided in the rear yard. Vehicle parking is not being provided.

DECISION AND RATIONALE

This application is approved for the following reasons:

- The site is designated as 'Traditional Mainstreet' within Schedule B of the Official Plan. The proposed development supports the Plan by contributing to an efficient pattern of development and helps to support the City's goal of creating transit supportive development and pedestrian oriented mainstreets.
- The proposal is in conformity with By-law 2008-250, and the applicable TM [2214] zoning.
- Site issues such as landscaping, servicing and stormwater management, refuse collection, and urban design/compatibility 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 subject lands are developed in accordance with the approved plans, and to the satisfaction of the City of Ottawa.
- Overall, the proposed site design represents good planning.

CONSULTATION DETAILS

Councillor's Concurrence

N/A

Public Comments

This application was not subject to public circulation under the Public Notification and Consultation Policy. There were no public comments received online.

Technical Agency/Public Body Comments

Summary of Comments –Technical

N/A

Advisory Committee Comments

Summary of Comments – Advisory Committees

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 the additional time needed to review the submissions.

Contact: Jenny Kluge Tel: 613-580-2424, ext. 27184, fax 613-580-2576 or e-mail: Jenny.Kluge@ottawa.ca

Document 1 – Location Map

