



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

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Site Location: 58 Florence Street

File No.: D07-12-19-0141

Date of Application: August 1, 2019

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This SITE PLAN CONTROL application submitted by Novatech, on behalf of Falsetto Homes Inc., is APPROVED as shown on the following plans:

1. **Site Plan**, Drawing No. D0.0, prepared by Evolution Design & Drafting, dated July 5, 2019, Revision 5 dated May 11, 2020.
2. **Elevations 1**, Drawing No. A5.0, prepared by Evolution Design & Drafting, dated October 31, 2019, revision 5 dated May 11, 2020.
3. **Elevations 2**, Drawing No. A5.1, prepared by Evolution Design & Drafting, dated October 31, 2019, revision 5 dated May 11, 2020.
4. **Elevations 3**, Drawing No. A5.2, prepared by Evolution Design & Drafting, dated October 31, 2019, revision 5 dated May 11, 2020.
5. **Tree Conservation Report & Landscape Plan**, Drawing No. L.1, prepared by James B. Lennox & Associates Inc., dated April 2019, revision 5 dated 05/22/2020.
6. **Grading, Servicing and Erosion & Sediment Control Plan**, Drawing No. 119051-GS, prepared by NOVATECH, Project No. 119051, Dated July 18, 2019, Revision 6 dated July 2, 2020.
7. **Stormwater Management Plan**, Drawing No. 119051-SWM, prepared by NOVATECH, Project No. 119051, Dated July 18, 2019, Revision 4 dated July 2, 2020.
8. **Pre-Development Drainage Plan**, Drawing No. 119051-PRE, prepared by NOVATECH, Project No. 119051, Dated March 25, 2020, Revision 2 dated May 21, 2020.

And as detailed in the following report(s):

1. **Development Servicing and Stormwater Management Report**, Project No.:119051, prepared by NOVATECH, dated July 18, 2019, revision 3 dated July 2, 2020.
2. **Geotechnical Investigation**, Proposed Multi-Storey Residential Building, 58 Florence Street, Ottawa Ontario, Project No.: 190186, prepared by Kollaard Associates, dated June 5, 2019, Revision 1 dated April 2, 2020.
3. **54 Florence Street-Basement Height Verification**, prepared by Kollaard Associates, File No.: 190186, dated February 13, 2020.
4. **Memorandum with Respect to Conformance of Proposed Grading Plan to the Recommendations provided in the Geotechnical Report**, prepared by Kollaard Associates, File No.: 190186, dated April 2, 2020.
5. **Consolidation of Engineering Related Comments**, 58 Florence Street, FILE Number: 190186, prepared by Kollaard Associates, dated May 20, 2020.
6. **Phase I Environmental Site Assessment**, 58 Florence Street, Project No.: 190186, prepared by Kollaard Associates, dated April 5, 2019, revision 1 dated October 1, 2019.
7. **Traffic Noise Assessment**, 58 Florence Street, Ottawa Ontario, File No: 19-085, prepared by Gradient Wind, dated June 14, 2019.
8. **Traffic Noise Response Letter**, 58 Florence Street, prepared by Gradient Wind, File No.: 19-085, dated October 17, 2019.
9. **Proposed 58 Florence Lighting Plan**, prepared by Wisdom Engineering, dated February 27, 2020.

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. 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. Such sidewalk(s) shall be constructed to City Standards.

**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**

**1. Permanent Features**

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

**2. Exterior Elevations Drawings**

The Owner acknowledges and agrees to construct the proposed building 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 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.

3. **Tree Protection**

The Owner acknowledges and agrees that all trees to be retained, as shown on the approved Tree Conservation Report and Landscape Plan, referenced in Schedule "E" herein, shall be protected in accordance with the City's required tree protection measures. At a minimum, the following tree protection measures shall be applied during all on-site works:

- (a) Erect a fence at the critical root zone (CRZ) of trees, defined as ten (10 cm) centimetres from the trunk for every centimetre of trunk DBH (i.e.,  $CRZ = DBH \times 10cm$ );
- (b) Tunnel or bore when digging within the CRZ of a tree;
- (c) Do not place any material or equipment within the CRZ of the tree;
- (d) Do not attach any signs, notices or posters to any tree;
- (e) Do not raise or lower the existing grade within the CRZ without the approval of the General Manager, Planning, Infrastructure and Economic Development;
- (f) Do not damage the root system, trunk or branches of any tree; and
- (g) Ensure that exhaust fumes from all equipment are not directed towards any tree's canopy.

4. **Tree Permit**

The Owner acknowledges and agrees that any trees to be removed shall be removed in accordance with an approved Tree Permit and Tree Conservation Report, and in accordance with the City's Urban Tree Conservation By-law, being By-Law No. 2009-200, as amended. The Owner further acknowledges and agrees that a copy of the approved Tree Permit and Tree Conservation Report shall be posted on the construction site at all times until Approval is granted by the City for such Works.

5. **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 6 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.

**6. 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."

**7. Asphalt Overlay**

Due to the road resurfacing on Florence Street, the Owner covenants and agrees to install an asphalt overlay over the total area of the public driving surface of Florence Street, as shown on the approved Grading, Servicing and Erosion & Sediment Control Plan, referenced in Schedule "E" hereto and agrees that the limits of the overlay will be assessed and determined by the Right of Way Unit staff at the time of application for a road cut permit. The Right of Way Unit will impose conditions to mitigate the impact to the road including but not limited to a requirement to resurface a broader area of the road cut than is shown on the approved Grading, Servicing and Erosion & Sediment Control 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 the resurfacing limits and associated costs are to be borne by the Owner.

8. **Florence Street Sidewalk Reinstatement**

The Owner acknowledges and agrees that a City inspector must be present during the construction of the sidewalk to be reinstated on Florence Street. The sidewalk shall be constructed in accordance with City standards and to the satisfaction of the General Manager, Planning, Infrastructure and Economic Development.

9. **Private Access**

The Owner acknowledges and agrees that all private accesses 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.

10. **Noise Study**

The Owner agrees to implement a noise study in compliance with the City of Ottawa Environmental Noise Control Guidelines to the satisfaction of the General Manager, Planning, Infrastructure and Economic Development Department. The Owner shall implement the noise control attenuation measures recommended in the approved noise study.

11. **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.

**12. 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 fitted with a forced air heating system and ducting, and shall be sized to accommodate central air conditioning;
- b) further to subsection (a) above, the location and installation of any outdoor air conditioning device(s) shall comply with the noise criteria of the Ministry of the Environment, Conservation and Parks' Publication NPC-216 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, Conservation and Parks' 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 13 below.

**13. Notice on Title – Noise Control Attenuation Measures**

The Owner, or any subsequent owner of the whole or any part of the subject lands, acknowledges and agrees that all agreements of purchase and sale or lease agreements shall contain the following clauses, which shall be covenants running with the subject lands:

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



increasing roadway traffic may, on occasion, interfere with some activities of the dwelling occupants and outdoor activities on the rooftop terrace, as sound levels exceed the sound limits of the City of Ottawa and the Ministry of the Environment, Conservation and Parks.

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

“The Purchaser/Lessee for himself, his heirs, executors, administrators, successors and assigns acknowledges and agrees it shall identify the location and install any outdoor air conditioning device(s) so as to comply with the noise criteria of the Ministry of the Environment, Conservation and Parks’ 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.”

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.”

#### **14. Stationary Noise Assessment**

Prior to issuance of a building permit for this site, the Owner shall submit to the General Manager, Planning, Infrastructure and Economic Development, a Stationary Noise Assessment completed in accordance with the City’s Environmental Noise Control Guidelines according to the conclusions and recommendations of the approved Traffic Noise Assessment and Traffic Noise Response Letter, referenced in Schedule “E” herein. The Owner further acknowledges and agrees that it shall provide the General Manager, Planning, Infrastructure and Economic Development Department with confirmation issued by a professional engineer with expertise in the subject of acoustics that the Owner has complied with all recommendations and provisions of the Stationary Noise Assessment, prior to building occupancy, which confirmation shall be to the satisfaction of the General Manager, Planning, Infrastructure and Economic Development Department.

#### **15. 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 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.

**16. Geotechnical – Encroachments**

The applicant is required to obtain the approval of the adjacent property Owner prior to the installation of any shoring encroachments.

**17. 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.

**18. 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 roof design meets the requirements of clause 7.4.10.4 of O.Reg. 332/12: Building Code under the Building Code Act, 1992, S.O. 1992, c.23. 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.

**19. Protection of City Sewers**

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

- i. obtain a video inspection of the City Sewer System within Florence Street 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 Florence Street 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 Florence Street and compensate the City for the full amount of any required repairs to the City Sewer System.

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

The Owner acknowledges and agrees to install and maintain in good working order the required in-ground stormwater inlet control device, as recommended in the approved Development Servicing and Stormwater Management 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.

**21. 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, 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, 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, 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.

**22. 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 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.

**23. Site Dewatering**

The Owner acknowledges and agrees that while the site is under construction, any water discharged to the combined sewer due to dewatering shall meet the requirements of the City's Sewer Use By-law No. 2003-514, as amended. The Owner agrees that if the discharging groundwater is not permitted due to the capacity of the City's sewer system, it will truck the groundwater being pumped out during construction.

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

The Owner acknowledges and agrees that any new private storm sewers to be installed as part of this development shall not be connected to the City's existing combined 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.
- 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.

**25. Private Services**

The Owner acknowledges and agrees that the water and sewer services 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 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.

Further, the Owner acknowledges and agrees to conduct regular inspections of the stormwater management system, which Copies of inspection reports and videos shall be provided to the City should they be requested. The Owner further acknowledges and agrees that as part of the Owner's ongoing maintenance responsibility for the private system, repairs to the system shall be completed immediately to correct any deficiencies.

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

The Owner acknowledges and agrees that any blasting activities will conform to the City's Standard S.P. No. F-1201 entitled Use of Explosives, as amended. Prior to any blasting activities, a pre-blast survey shall be prepared as per S.P. No. F-1201, at the Owner's expense, for all buildings, utilities, structures, water wells and facilities likely to be affected by the blast, 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.

**27. 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);
  - ii. and 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, 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.

**28. Maintenance and Liability Agreement**

The Owner acknowledges and agrees it shall be required to enter into a Maintenance and Liability Agreement with the City, for all paved walkways placed in the City’s right-of-way along Florence 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.

**29. Snow Storage – no interference with servicing**

In addition to the requirements of Clause 17 of Schedule “C” of this Agreement, the Owner further acknowledges and agrees that any portion of the subject lands which is intended to be used for snow storage shall not interfere with the servicing and stormwater management of the subject lands, and shall not occupy aisles or any portion of the road allowance.

**30. Cash-in-Lieu of Parkland**

Upon execution of this Agreement, the Owner shall pay cash-in-lieu of parkland in the amount of \$59,358.00 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.

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

The Owner acknowledges and agrees it shall obtain approval from the Chief Building Official, Building Code Services prior to installation of any signs on the subject lands. The Owner further acknowledges and agrees that any such signs shall be installed in a location to the satisfaction of the Chief Building Official, Building Code Services and the General Manager, Planning, Infrastructure and Economic Development, and in accordance with the City's Permanent Signs on Private Property By-law No. 2016-326, 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. Pressure Check**

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.

**35. Pre and Post Construction Surveys**

a) The Owner acknowledges and agrees to undertake a pre and post inspection of the property at 54 Florence Street. The Owner acknowledges and agrees that the standard inspection procedure shall include the provision of an explanatory letter to the owners and or occupants of 54 Florence Street, with a formal request for permission to carry out the inspections. The Owner acknowledges and agrees that the inspections shall be carried out by a structural engineer, licensed in the Province of Ontario, and such inspections shall be agreed to by both the General Manager, Planning and Growth Management and the Owner of 54 Florence Street for the purpose of documenting 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 to the property at 54 Florence Street 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 of 54 Florence Street, prior to commencing any construction and, if requested, the Owner shall cause its representatives to meet with representatives of 54 Florence Street within the five-day period.
- e) Prior to any excavation activities commencing the Owner acknowledges and agrees to obtain specific engineering guidance from a professional engineer licensed in the Province of Ontario regarding shoring and excavation procedure requirements to ensure the foundation of 54 Florence Street is not compromised. The Owner shall have competent Professional Engineering inspection personnel on-site during the period of excavation, to supervise the Works.

**36. Erosion and Sediment Control**

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

**37. Street Cleaning**

On a continuous basis during development, the Owner shall maintain all streets within the area in order that they are clear of mud, dust and other material, resulting from vehicles involved in development to the satisfaction of the General Manager, Planning, Infrastructure and Economic Development Department. The Owner shall prevent the 'flushing' of dirt and debris associated with development works into any sewers. Upon any default by the Owner to so maintain the streets, the General Manager, Planning, Infrastructure and Economic Development Department may, in his/her discretion, arrange for the required cleaning to be performed and the cost incurred by the City in doing shall be recovered by the City.

**38. Works on City Road Allowances**

Any works required to be done by the Owner on the City road allowances, shall be according to the specifications and by-laws of the City, The Owner, or its contractor, shall be required to obtain all the necessary permits for road cuts prior to disruption of the City road allowances and it is further understood and agreed

that the aforementioned cuts shall be reinstated to the satisfaction of the General Manager, Planning, Infrastructure and Economic Development Department.

**39. Existing Private Services**

The Owner acknowledges and agrees that all existing private services within Florence Street are to be completely removed from the right-of-way and capped at the City sewer main by the Owner, at the Owner's sole cost and expense, to the satisfaction of the General Manager, Planning, Infrastructure and Economic Development Department.

**40. Environmental Compliance Approval**

The Owner acknowledges and agrees that the City shall not issue a commence work notification or a building permit until such time as an Environmental Compliance Approval has been filed and granted by the Ministry of the Environment Conservation and Parks. The Owner shall file the required Environmental Compliance Approval with the General Manager, Planning, Infrastructure and Economic Development Department.

**41. Stormwater Management Storage Tank System**

The Owner agrees to maintain in good working order the required stormwater management system as recommended in the Development Servicing and Stormwater Management Report, referenced in Schedule "E" hereto. The Owner acknowledges and agrees to assume all maintenance and replacement responsibilities in perpetuity, including inspection following major storm events and debris build-up removal every twelve (12) months or less and keep all records of inspection and maintenance in perpetuity and make said records available upon demand by the City. A backwater valve is required on the outlet of the storage tank to protect from backup from the combined sewer. The Owner agrees that in the event the backwater valve fails and backup of sewer water occurs the drainage system and storage tank are to be properly cleaned afterwards to the satisfaction of the City.

The Owner shall, within six (6) months of signing this Agreement, develop and implement an inspection and maintenance program of the site stormwater management tank and drainage system, as recommended in the Development Servicing and Stormwater Management Report, referenced in Schedule "E" hereto to ensure the system is clean of debris, operational and functioning as designed. The program shall be made available to the City upon demand.

**42. Foundation Drain Sump Pump**

- (a) The Owner acknowledges and agrees that during major storm events, the proposed basement may be subject to flooding due to an elevated 100-year hydraulic grade line (HGL) in the Florence Street combined sewer system that can reach the basement level. The Owner further acknowledges and agrees of being informed of this condition and recommendation to drain the foundation drainage system by sump pump to minimize the risk of flooding during major storm events until O'Connor flood



mitigation measures have been completed by the City in this area. Once flood measures have been implemented the 100-year HGL is anticipated to be below basement levels. A backwater valve is required for the foundation drain. The City will not take responsibility for any flooding claims as a result of this identified condition.

- (b) The Owner acknowledges and agrees to provide the General Manager, Planning, Infrastructure and Economic Development Department, with a memorandum prepared by a Professional Engineer, licensed in the Province of Ontario, confirming that a duplex sump pump system with an emergency backup power supply as recommended in the Development Servicing and Stormwater Management Report, referenced in Schedule “E” hereto, has been implemented and provided in accordance with the City of Ottawa Technical Bulletin ISTB-2018-04. The Owner further acknowledges and agrees that said memorandum shall be to the satisfaction of the General Manager, Planning, Infrastructure and Economic Development Department, and all associated installation costs shall be the Owner’s responsibility.
- (c) The Owner agrees to maintain in good working order a foundation sump pump system until such time as this system is no longer deemed necessary by the City. The Owner acknowledges and agrees to assume all maintenance and replacement responsibilities in perpetuity, including regular inspections and keep all records of inspection and maintenance in perpetuity and make said records available upon demand by the City. All costs are the responsibility of the Owner

August 31, 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

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**File Number:** D07-12-19-0141

### SITE LOCATION

58 Florence Street, and as shown on Document 1.

### SYNOPSIS OF APPLICATION

The subject property is located on the south side of Florence Street between Kent Street and Bank Street in Centretown. The property has an area of 353 square metres and 11.5 metres of frontage on Florence Street. The subject site is currently occupied by a two- and a half-storey residential building, with driveway access to parking in the rear yard.

The surrounding neighbourhood is characterized by a mix of low-rise to mid-rise residential uses, commercial, and institutional uses. To the north of the subject property is an institutional use and low-rise residential uses, to the east is a mix of low-rise residential and commercial uses, to the south is a mid-rise residential use, and a mix of commercial and institutional uses fronting onto Gladstone Avenue, and to the west is a mix of mid-rise and low-rise residential uses.

The purpose of this application is to permit the development of a three-storey, 9-unit low-rise apartment dwelling on the subject property. Outdoor amenity space is to be provided in the rear yard and on a roof-top patio. Garbage storage and bicycle parking were originally proposed to be provided in the basement, with direct access to the street by way of a ramp on the easterly side of the building. Due to concerns with the proximity of the proposed ramp and associated excavation to the neighbouring property to the east at 54 Florence Street, the garbage and bicycle parking is now being provided in an accessory building in the rear yard, with direct access to the street by way of an at-grade pathway on the east side of the property. No on-site parking is being provided.

The subject property is located within the Centretown Heritage Conservation District and is designated under Part V of the *Ontario Heritage Act*. A Heritage Permit under Part V of the Act for the demolition and new construction was approved by Council on December 11, 2019. A revised Heritage Permit application, which addresses the accessory building in the rear yard, has been approved by Heritage planning staff.

### DECISION AND RATIONALE

This application is approved for the following reasons:

- The site is designated 'General Urban' within the City of Ottawa Official Plan and the proposed development supports the plan by contributing to a balance of housing types and tenures to provide a full range of housing for a variety of demographics within the Centretown neighbourhood.
- The site is located within the Centretown Secondary Plan and Community Design Plan area. The property is identified as being within the Residential Character Area in the Secondary Plan and Community Design Plan. New development in the Residential Character Areas shall be consistent with the prevailing pattern of development along the street in the immediate vicinity, in terms of front and side yard setbacks and massing. The proposed development on the subject property is consistent with the policy direction in the Secondary Plan, as the setbacks and massing are consistent with the prevailing pattern of development on Florence Street.
- The site is located within the Centretown Heritage Conservation District and is subject to Section 60 – Heritage Overlay of Zoning By-law 2008-250. Council approved a Heritage Permit for the proposed development on December 11, 2019.
- The proposed development is in compliance with Zoning By-law 2008-250 and the applicable R4S [2607] zone.
- A Zoning By-law Amendment was approved by Council to permit site specific zoning provisions to facilitate the development of a three-storey, nine-unit apartment dwelling on the subject property.
- 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.
- In accordance with the approved Tree Conservation Report and Landscape Plan, four trees are proposed to be removed on site, including a City owned tree in the Florence Street Right-of-Way. Three new trees are proposed to be planted in the rear yard. The removal of the trees has been approved by the City's Forestry Services and the Planning Forester in PIED.
- A registered Site Plan Agreement is required as a condition of approval to ensure that the subject lands are developed in accordance with the approved plans and to the satisfaction of the City.
- Overall, the proposed site design represents good planning.

## **CONSULTATION DETAILS**

### **Public Comments**

This application was not subject to public circulation under the Public Notification and Consultation Policy. There were public comments received online and staff considered these comments.

## **Technical Agency/Public Body Comments**

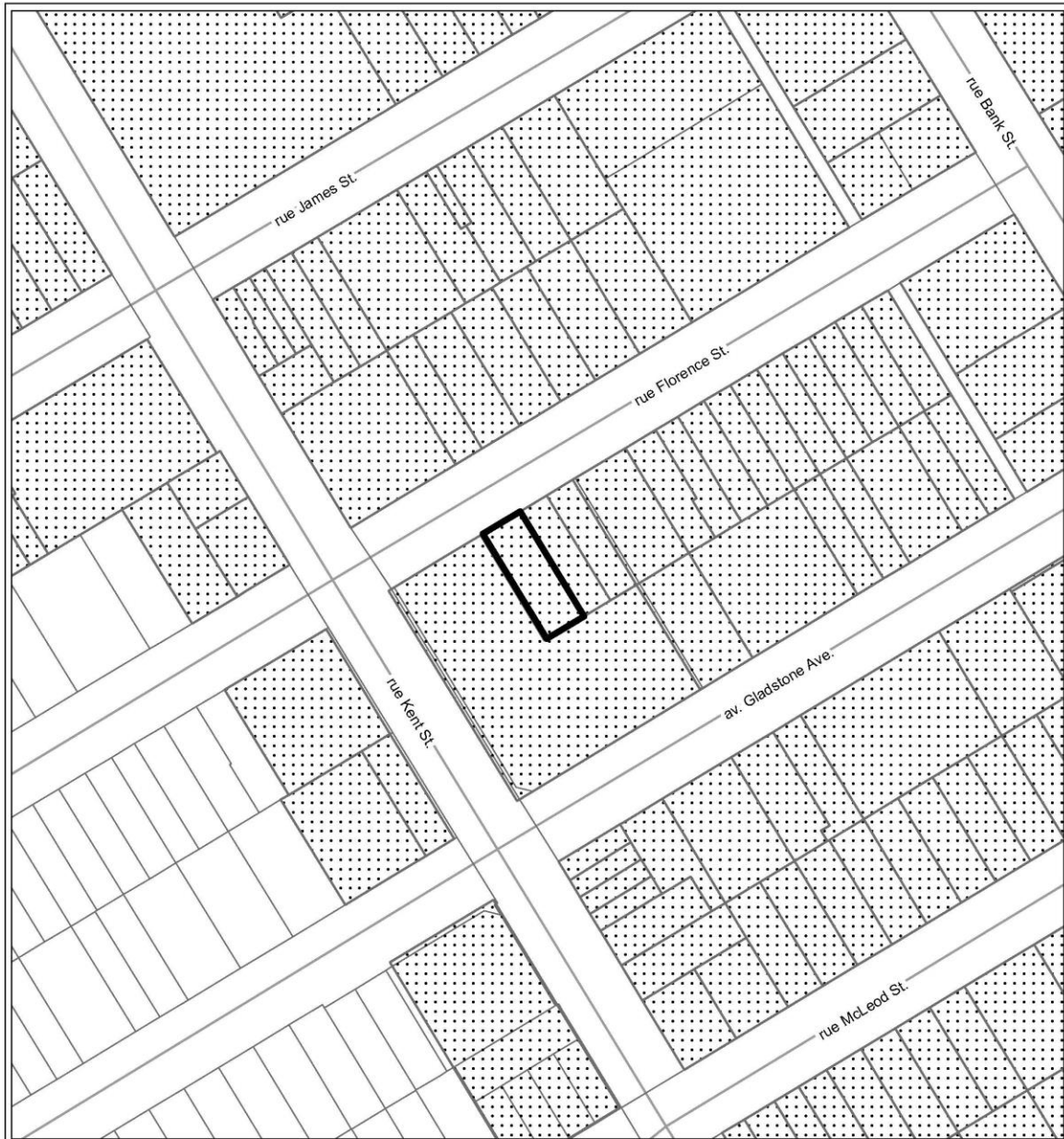
N/A





## **APPLICATION PROCESS TIMELINE STATUS**

This Site Plan application was not processed by the On Time Decision Date established for the processing of an application that has Manager Delegated Authority due to the associated Zoning By-law Amendment approval needed to permit the proposed development.

**Contact:** Jenny Kluge Tel: 613-580-2424, ext. 27184, fax 613-580-2576 or e-mail: [Jenny.Kluge@ottawa.ca](mailto:Jenny.Kluge@ottawa.ca)

# Document 1 – Location Map



		LOCATION MAP / PLAN DE LOCALISATION ZONING KEY PLAN / SCHÉMA DE ZONAGE SITE PLAN / PLAN D'EMPLACEMENT	
D02-02-19-0089 D07-12-19-0141	19-0940-X	 <b>58 rue Florence Street</b>	
I:\CO\2019\Zoning\Florence_58		 Heritage (Section 60) Patrimoine (Article 60)	
<small>©Parcel data is owned by Teranet Enterprises Inc. and its suppliers                  All rights reserved. May not be produced without permission                  THIS IS NOT A PLAN OF SURVEY</small>		Entire map area is affected by the Mature Neighbourhoods Overlay (section 139) / Tout le secteur de la carte est touché par la Zone sous-jacente de quartiers établis (article 139)	
REVISION / RÉVISION - 2019 / 08 / 22		 NOT TO SCALE	