



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

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Site Location: 1620 Maple Grove Road

File No.: D07-12-21-0042

Date of Application: April 16, 2021

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This SITE PLAN CONTROL application submitted by Alexander Orakwue, on behalf of Richcraft Homes Ltd., is APPROVED as shown on the following plan(s):

1. **Site Plan**, prepared by M. David Blakely Architect Inc., dated May 2020, revision 12, dated July 10<sup>th</sup>, 2021.
2. **Landscape Plan**, prepared by Fotenn Planning and Design, dated June 2020, revision 9, dated October 20<sup>th</sup>, 2021.
3. **Elevations**, prepared by M. David Blakely Architect Inc., dated March 2021, revision 2, dated July 10<sup>th</sup>, 2021.
4. **Notes and Legends Plan**, drawing number NL-1, prepared by Stantec Consulting Ltd., dated February 2021, revision 3, dated October 15, 2021.
5. **Site Servicing Plan**, drawing number SSP-1, prepared by Stantec Consulting Ltd., dated February 2021, revision 3, dated October 15, 2021.
6. **Grading Plan**, drawing number GP-1, prepared by Stantec Consulting Ltd., dated February 2021, revision 3, dated October 15, 2021.
7. **Erosion Control Plan and Detail Sheet**, drawing number ECDS-1, prepared by Stantec Consulting Ltd., dated February 2021, revision 3, dated October 15, 2021.
8. **Storm Drainage Plan**, drawing number SD-1, prepared by Stantec Consulting Ltd., dated February 2021, revision 3, dated October 15, 2021.
9. **Sanitary Drainage Plan**, drawing number SA-1, prepared by Stantec Consulting Ltd., dated February 2021, revision 3, dated October 15, 2021.

10. **Existing Conditions Storm Drainage Plan**, drawing number EXSD-1, prepared by Stantec Consulting Ltd., dated February 2021, revision 3, dated October 15, 2021.
11. **Street Lighting Design**, prepared by Utility Box Design, project number UBD-0463, dated October 2021, revision 2, dated December 2021.

And as detailed in the following report(s):

1. **Servicing and Stormwater Management Report**, project number 160401608, prepared by Stantec Consulting Ltd., dated October 18, 2021, revision 3, dated October 15, 2021.
2. **Grading Plan Review Memo**, prepared by Paterson Group, file PG5398-MEMO.01, dated October 15, 2021.
3. **Geotechnical Investigation**, prepared by Paterson Group, file PG5398-1, dated July 14, 2020.
4. **Geotechnical Design Summary Details**, prepared by Paterson Group, file PG3062-MEMO.19, dated June 29, 2021.
5. **Geotechnical Response to City Comments**, prepared by Paterson Group, file number PG3062-MEMO.18, dated June 29, 2021.
6. **Phase I – Environmental Site Assessment Update**, prepared by Paterson Group, file PE3063-LET.02, dated July 6, 2020.
7. **Roadway Traffic Noise Assessment**, prepared by Gradient Wind, file 20-182, dated October 19, 2021.
8. **Site Lighting Certificate**, prepared by Utility Box Designs, project number UBD-0463, dated December 16, 2021.

And subject to the following Requirements, General and Special Conditions:

### **Requirements**

1. The Owner shall submit a certificate of insurance in a form satisfactory to the City. The certificate of insurance must be issued in favor of the City of Ottawa in an amount not less than five million dollars per occurrence, must contain an endorsement naming the City as an additional insured and an unconditional thirty days notice of any material change or cancellation of the policy.

## **General Conditions**

### **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, Real Estate and Economic Development.

### **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 drawings of a design professional, such drawings to be approved by the General Manager, Planning, Real Estate and Economic Development.

### **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, Real Estate 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.

### **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, Real Estate and Economic Development.

### **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, Real Estate and Economic Development. Such sidewalk(s) shall be constructed to City Standards.

### **9. 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, Real Estate and Economic Development.

#### **10. 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, Real Estate 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, Real Estate and Economic Development, the aforesaid Works are proceeding satisfactorily toward completion. The Owner shall obtain the prior consent of the General Manager, Planning, Real Estate 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, Real Estate 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.

#### **11. Development Charges**

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

### **Special Conditions**

#### **12. 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 or corner sight triangle, including commercial signage, except as otherwise shown on the approved Site Plan referenced in Schedule E" herein.

#### **13. Private Approach Detail (Alternate #2)**

The Owner acknowledges and agrees that all private approaches serving the proposed development shall be designed and constructed, at the sole expense of the Owner, in accordance with the City's "Curb Return Entrances – Uncontrolled

Intersections” Plan, Drawing No. SC7.1, dated March 2007 and revised March 2021, and the Owner shall comply with the City’s Private Approach By-law, being No. 2003-447, as amended.

#### **14. Noise Control Attenuation Measures**

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

- a. each unit in Block 4 are to be equipped with central air conditioning;
- b. each unit in Block 1, Block 2 and Block 3 are to be fitted with a forced air heating system and ducting, and shall be sized to accommodate 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, Conservation and Parks’ Publication NPC-216, dated 1993, and the 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. prior to the issuance of a building permit, a review of building components (windows, walls, doors) for Block 4 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;
- e. 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 24 below.

#### **15. 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:

Applicable to all units within Block 1, Block 2 and Block 3: Type C – Forced Air Heating System and Ducting

“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, dated 1993, and the 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.”

Applicable to all units within Block 4: 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.”

“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.”

## **16. 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 Roadway Traffic Noise Assessment study referenced in Schedule “E” hereto, as approved by the City and/or the approval agencies and authorities (The Ministry of the Environment, Conservation and Parks) or noise thresholds identified in the City’s Environmental Noise Control Guidelines. The Professional Engineer shall prepare a letter to the General Manager, Planning, Real Estate 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, Real Estate 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.

All of the information required in subsections (a) and (b) above shall be submitted to the General Manager, Planning, Real Estate and Economic Development, and shall be to his satisfaction.

### **17. Asphalt Overlay**

Due to the number of road cut permits required to service this development, the Owner shall install an asphalt overlay over the total area of the public driving surface of Maize Street, fronting the subject lands, as shown on the approved Grading Plan, referenced in Schedule "E" hereto. The overlay shall be carried out to the satisfaction of the General Manager, Planning, Real Estate 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, Real Estate 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, Real Estate and Economic Development.

### **19. 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, Real Estate 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, Real Estate 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, Real Estate 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, Real Estate and Economic Development.

### **20. 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, Real Estate 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.

## **21. 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 Ottawa Fire Services when requested.

## **22. 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 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, Real Estate and Economic Development.

## **23. Leak Survey**

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 Watermains, private hydrants, 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 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 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.

#### **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);
  - 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, Real Estate 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.

#### **25. Maintenance and Liability Agreement for Landscaping**

The Owner acknowledges and agrees it shall be required to enter into a Maintenance and Liability Agreement with the City, for all plant and landscaping material (except municipal trees), decorative paving and street furnishings placed in the City's right-of-way along Roger Griffiths Avenue and Maize 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.

#### **26. Snow Storage - setback**

In addition to the provisions set out in Section 17 of Schedule "C" to this Agreement, the Owner acknowledges and agrees that no snow storage will occur within the fifteen (15 m) metre setback from the top bank of the watercourse, pursuant to the City's Zoning By-Law 2008-250, as amended.

## **27. 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 of the subject lands.

## **28. Residential Waste and Recycling Collection**

The Owner acknowledges and agrees that the City will provide waste collection and cart (and/or container) recycling collection for the residential units, at the Owner’s expense. The Owner shall provide an adequate storage room or space for waste containers and recycling carts (and/or containers) in the location shown on the approved Site Plan referenced in Schedule “E” hereto. The Owner acknowledges and agrees that it is recommended that the containers and carts be placed on a concrete floor. The Owner shall provide an adequate constructed road access to the waste/recycling storage room or area suitable for waste/recycling vehicles as direct access to the containers and carts is required. The Owner acknowledges and agrees that any additional services (i.e. winching of containers) may result in extra charges.

## **29. Tree Protection**

The Owner acknowledges and agrees that all trees to be retained, as shown on the approved Landscape Plan and identified in the Tree Conservation Report, 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, Real Estate 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.

### **30. Tree Permit**

The Owner acknowledges and agrees to abide by the City's Tree Protection Bylaw, being By-Law No. 2020-340, as amended and that any trees to be removed shall be removed in accordance with an approved Tree Permit and the Tree Conservation Report referenced in Schedule "E" hereto.

### **31. Cash-in-Lieu of Parkland**

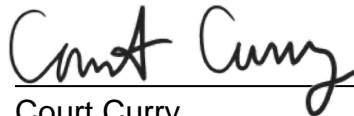
The Owner shall pay cash-in-lieu of parkland in accordance with the Parkland Dedication By-law of the City of Ottawa, as well as the fee for appraisal services. The monies are to be paid at the time of execution of the Site Plan Agreement.

### **32. Construction Access**

The Owner acknowledges and agrees that construction access for residential development is to be accessed solely from Terry Fox Drive and that all construction vehicles are to return directly to Terry Fox Drive.

March 10, 2022

Date



Court Curry

A/Manager, Development Review West  
Planning, Real Estate 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:** D07-12-21-0042

### SITE LOCATION

The site is municipally known as 1620 Maple Grove Road. It is located on the south-west side of Maple Grove Road and Roger Griffiths Avenue, and as shown on Document 1.

### SYNOPSIS OF APPLICATION

The property is currently vacant and is 7,373 square metres in area, located on the south-west side of Maple Grove Road and Roger Griffiths Avenue.

The surrounding properties consists of light industrial uses to the north, vacant land zoned for local commercial development to the east, Poole Creek watercourse to the west and low-rise residential developments under construction to the south.

The applicant is proposing to construct a planned unit development with a total of 48 stacked townhome rental units, arranged in four three-storey buildings. The buildings will be oriented to face Roger Griffiths Avenue and Maize Street. An outdoor communal amenity space (681m<sup>2</sup>) will also be included at the centre of the development abutting the multiuse pathway and Poole Creek open space corridor to the west.

An accessory building will be located on the east side of the property and will be used as a bicycle storage for 40 spaces and a garbage/recycling storage. Parking for the site will be accessed from Maize Street by a private driveway. The site will contain 68 surface parking spaces comprised of 58 spaces for residents and 10 spaces for visitors.

### DECISION AND RATIONALE

This application is approved for the following reasons:

- The proposal conforms to the General Urban designation of the Official Plan;
- The proposal conforms to the policies in the Kanata West Secondary Plan and Kanata West Concept Plan;
- Conditions of approval have been included in this report in order to ensure the proposed development is constructed in conformity with City policies and guidelines;

- The applicant has adequately resolved the comments received during the technical review process;
- The proposed development contributes to the provision of a full range and choice of housing types in the City of Ottawa and represents good planning.

## **PARKLAND DEDICATION**

Parkland dedication, in accordance with By-law 2009-95, was previously satisfied through the related plan of subdivision approval.

## **CONSULTATION DETAILS**

### **Councillor's Concurrence**

Councillor Glen Gower was aware of the application related to this report.

Councillor has concurred with the proposed conditions of approval.

### **Public Comments**

This application was subject to public circulation under the Public Notification and Consultation Policy. There was no public comment received online.

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

#### Canada Post

Applicant has been provided comments, which are to be addressed directly with Canada Post.

#### Enbridge Gas Inc.

Applicant has been provided comments, which are to be addressed directly with Enbridge Gas Inc.

#### Bell Canada

Applicant has been provided comments, which are to be addressed directly with Bell Canada.

### **Advisory Committee 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 complexity of issues associated with the site design.

**Contact:** Molly Smith Tel: 613-580-2424, ext. 25910 or e-mail: [molly.smith@ottawa.ca](mailto:molly.smith@ottawa.ca)

