



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

Site Location: 1164, 1166 Highcroft Drive

File No.: D07-12-19-0151

Date of Application: September 9, 2019

This SITE PLAN CONTROL application submitted by the Stirling Group, on behalf of NiCO Developments Inc., is APPROVED as shown on the following plan(s):

1. **Site Plan**, SP-1, prepared by Hobin Architecture Incorporated, dated May 17, 2019, revision 12 dated May 15, 2021.
2. **Landscape Plan**, L1, prepared by Lashley and Associates, dated June 11, 2019, revision 7 dated May 20, 2021.
3. **Landscaping Details**, L2, prepared by Lashley and Associates, dated June 11, 2019, revision 4 dated June 24, 2020.
4. **Elevations, Lot 1**, A-6, prepared by Hobin Architecture, dated October 2019, revision 8 dated July 28, 2021.
5. **Elevations, Lot 2**, A-6, prepared by Hobin Architecture, dated October 2019, revision 8 dated July 28, 2021.
6. **Elevations, Lot 3**, A-6, prepared by Hobin Architecture, dated October 2019, revision 8 dated July 28, 2021.
7. **Elevations, Lot 4**, A-6, prepared by Hobin Architecture, dated October 2019, revision 8 dated July 28, 2021.
8. **Elevations, Lot 5**, A-4, prepared by Hobin Architecture, dated October 2019, revision 7 dated July 28, 2021.
9. **Elevations, Lot 6**, A-4, prepared by Hobin Architecture, dated October 2019, revision 8 dated August 12, 2021.

10. **Elevations, Lot 7**, A-4, prepared by Hobin Architecture, dated October 2019, revision 7 dated July 28, 2021.
11. **Elevations, Lot 8**, A-7, prepared by Hobin Architecture, dated October 2019, revision 7 dated July 28, 2021.
12. **Elevations, Lot 9**, A-7, prepared by Hobin Architecture, dated October 2019, revision 6 dated July 12, 2021.
13. **Elevations, Lot 10**, A-7, prepared by Hobin Architecture, dated October 2019, revision 7 dated July 28, 2021.
14. **Site Servicing Plan**, C-1, prepared by D.B. Gray Engineering Inc., dated June 14, 2019, revision 9 dated May 31, 2021.
15. **Existing Conditions, Removals & Decommissioning and Pre-Development Drainage Plan**, C-2, prepared by D.B. Gray Engineering Inc., dated June 14, 2019, revision 8 dated May 20, 2021.
16. **Grading Plan**, C-3, prepared by D.B. Gray Engineering Inc., dated June 14, 2019, revision 9 dated May 31, 2021.
17. **Retaining Walls**, C-4, prepared by D.B. Gray Engineering Inc., dated June 14, 2019, revision 8 dated May 20, 2021.
18. **New Retaining Walls**, SK1, prepared by Lampkin Structural Services Ltd., dated March 11, 2021, revision dated July 5, 2021.
19. **New Retaining Walls**, SK2, prepared by Lampkin Structural Services Ltd., dated March 11, 2021, revision dated July 5, 2021.
20. **New Retaining Walls**, SK3, prepared by Lampkin Structural Services Ltd., dated March 11, 2021, revision dated July 5, 2021.
21. **Erosion and Sediment Control Plan**, C-6, prepared by D.B. Gray Engineering Inc., dated June 14, 2019, revision 8 dated May 20, 2021.
22. **Notes and Schedules**, C-7, prepared by D.B. Gray Engineering Inc., dated June 14, 2019, revision 8 dated May 20, 2021.
23. **Details**, C-8, prepared by D.B. Gray Engineering Inc., dated June 14, 2019, revision 9 dated May 31, 2021.
24. **Drainage Plan (Stormwater Management)**, C-9 prepared by D.B. Gray Engineering Inc., dated June 14, 2019, revision 8 dated May 20, 2021.
25. **Drainage Plan (Storm Sewer System)**, C-10 prepared by D.B. Gray Engineering Inc., dated June 14, 2019, revision 8 dated May 20, 2021.

26. **Sanitary Drainage Plan**, C-11 prepared by D.B. Gray Engineering Inc., dated June 14, 2019, revision 2 dated May 20, 2021.
27. **Plan & Profile Highcroft Drive**, C-12, prepared by D.B. Gray Engineering Inc., dated June 14, 2019, revision 7 dated May 20, 2021.
28. **Plan & Profile Private Road**, C-13, prepared by D.B. Gray Engineering Inc., dated June 14, 2019, revision 7 dated May 20, 2021.
29. **Plan & Profile Other**, C-14, prepared by D.B. Gray Engineering Inc., dated June 14, 2019, revision 6 dated May 20, 2021.
30. **Surfaces**, C-5, prepared by D.B. Gray Engineering, dated June 14, 2018 revision 8 dated May 20, 2021.
31. **Site Lighting Layout**, E-01, prepared by WSP, dated July 9, 2020, revision 1 dated May 3, 2021.
32. **Privacy Fence Typ. Detail**, no dwg number, prepared by Hobin Architects, dated July 7, 2021.

And as detailed in the following report(s):

1. **Tree Conservation Report and Environmental Impact Statement**, prepared by Muncaster Environmental Planning Inc., dated May 3, 2021.
2. **Phase One Environmental Site Assessment**, File No. 180783, prepared by LRL Engineering, dated June 23, 2020.
3. **Servicing Brief and Stormwater Management Report**, Report No. 18035, prepared by D.B. Gray Engineering Inc., dated August 9, 2019, revised September 27, 2019, revised June 18, 2020, revised November 16, 2020, revised March 15, 2021, revised May 20, 2021, revised May 31, 2021.
4. **Geotechnical Report**, File No. 180783, prepared by LRL Engineering, dated February, 2019, revised June 2021.

And subject to the following General and Special Conditions:

General Conditions

1. 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.

2. Permits

The Owner shall obtain such permits as may be required from municipal or provincial authorities and shall file copies thereof with the General Manager, Planning, Infrastructure and Economic Development.

3. 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.

4. 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.

5. 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.

6. 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.

7. Development Charges

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

8. Development Charges – Instalment Option

- a.** The Owner acknowledges that for building permits issued after January 15, 2010, payment of non-residential development charges, excluding development charges for institutional developments, may be calculated in two (2) installments at the option of the Owner, such option to be exercised by the Owner at the time of the application for the building permit. The non-discounted portion of the development charge shall be paid at the time of issuance of the building permit and the discounted portion of the development charge shall be payable a maximum of two (2) years from the date of issuance of the initial building permit subject to the following conditions:
 - i.** a written acknowledgement from the Owner of the obligation to pay the discounted portion of the development charges;
 - ii.** no reduction in the Letter of Credit below the amount of the outstanding discounted development charges; and
 - iii.** indexing of the development charges in accordance with the provisions of the City's Development Charges By-law, as amended.
- b.** The Owner further acknowledges and agrees that Council may terminate the eligibility for this two (2) stage payment at any time without notice, including for the lands subject to this Agreement and including for a building permit for which an application has been filed but not yet issued.
- c.** For the purposes of this provision,
 - i.** "discounted portion" means the costs of eligible services, except fire, police and engineered services, that are subject to 90% cost recovery of growth-related net capital costs for purposes of funding from development charges. The 10% discounted portion, for applicable services, must be financed from non-development charge revenue sources.
 - ii.** "non-discounted portion" means the costs of eligible services, fire, police and engineered services, that are subject to 100% cost recovery of growth-related net capital costs for purposes of funding from development charges.

9. 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

Roads Right-of-Way and Traffic

1. 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.

2. Road Naming Agreement

The Owner acknowledges and agrees they must enter into a Private Road naming agreement prior to the registration of the Site Plan Agreement.

Access

3. **Asphalt Overlay – road Re-Construction**

Due to the potential number of road cut permits required to service this development, and due to the extension of municipal services in Manotick Main Street to the subject lands, the Owner shall re-construct the existing road cross-section in the public right-of-way of Highcroft Drive, as shown on the approved Site Servicing Plan (C-1), referenced in Schedule “E” hereto. The road re-construction 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.

4. **Private Access**

The Owner acknowledges and agrees that all private accesses to Roads shall comply with the City’s Private Approach By-Law being By-Law No. 2003-447 as amended, or as approved through the Site Plan control process.

ENGINEERING

Geotechnical Engineering and Soils

5. **Slope Stability**

The Owner shall have a Professional Structural Engineer and a Geotechnical Engineer, licensed in the Province of Ontario to inspect and confirm the constructed retaining walls have been constructed in accordance with the approved Slope Stability Analysis Report and the Approved Retaining Wall Plan, referenced in Schedule “E” herein.

6. **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. Should soil conditions be found less stiff than anticipated in the Geotechnical Investigation, a class E designation shall be applied to the design of the dwellings.

7. **Geotechnical - Encroachments**

The proposed Site Design includes retaining walls located along the exterior property lines, as a method of shoring the offsite and onsite soils, that may encroach onto the adjacent property. The Owner acknowledges and agrees to obtain the approval of the adjacent property Owner for any works within the adjacent property prior to the installation of any retaining walls. The Owner further acknowledges and agrees that should they proceed with any works without the consent of the adjacent property owner, they shall be solely responsible for any soil instability issues and for any damage to the adjacent properties at the Owner's sole expense.

8. **Retaining Wall**

The Owner agrees to submit to the General Manager, Planning, Infrastructure and Economic Development, prior to issuance of a building permit, details of the retaining walls which are greater than one metre in height, as shown on the approved Retaining Wall drawings referenced in Schedule "E" hereto, which shall be designed and prepared by a Professional Structural Engineer, licensed in the Province of Ontario, to the satisfaction of the General Manager, Planning, Infrastructure and Economic Development. The Owner shall provide confirmation to the General Manager, Planning, Infrastructure and Economic Development that the Professional Structural Engineer has inspected and confirmed that the retaining walls have been constructed in accordance with the approved retaining wall details.

9. **Retaining Wall - Stability**

The Owner acknowledges and agrees to install the proposed retaining walls in accordance with the approved Retaining Wall Design for 1164 and 1166 Highcroft Drive and as shown on the approved Site Plan, both referenced in Schedule "E" hereto. The Owner shall provide written confirmation, satisfactory to the General Manager, Planning, Infrastructure and Economic Development, that a Geotechnical Engineer/Professional Structural Engineer, licensed in the Province of Ontario, has inspected and confirmed that the retaining walls have been constructed in accordance with the said approved Retaining Wall Design for 1164 and 1166 Highcroft Drive. The Owner further acknowledges and agrees to provide an Internal Compound Stability (ICS) analysis from a Geotechnical Engineer / Professional Structural Engineer, licensed in the Province of Ontario, that all retaining walls, which are greater than one metre in height have been checked for global stability, have a factor of safety of at least 1.5 for static conditions (as calculated through SLIDE) and 1.1 for seismic conditions is achieved, which shall be to the satisfaction of the General Manager, Planning, Infrastructure and Economic Development. The report shall provide structural details of the retaining wall(s).

The Owner further acknowledge and agrees to retain the services of a Professional Structural Engineer and a Geotechnical 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 approved retaining wall details.

10. **Maintenance of grassed portion of Highcroft road allowance**

The Owner acknowledges and agrees it shall be responsible for maintaining a grass cover within the road allowance(s) of Highcroft Drive abutting the subject lands, to the satisfaction of the General Manager, Planning, Infrastructure and Economic Development Department.

11. **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 (both storm and sanitary) from the nearest upstream maintenance hole of the works, and to the nearest downstream maintenance hole from the works in Manotick Main 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 from the nearest upstream maintenance hole of the works, and to the nearest downstream maintenance hole from the works in Manotick Main 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 from the nearest upstream maintenance hole of the works, and to the nearest downstream maintenance hole from the works in Manotick Main Street and compensate the City for the full amount of any required repairs to the City Sewer System.

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

The Owner acknowledges and agrees to install and maintain in good working order the required in-ground stormwater inlet control devices, as recommended in the approved Servicing Brief & 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.

13. **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.

14. **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.

15. **Site Dewatering**

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

16. **Manotick-specific Development Charge**

The Owner acknowledges and agrees that the development is subject to the area-specific development charge for Manotick. Payment of the Development Charges will be required prior to issuance of building permits.

17. **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, Infrastructure and Economic Development.

Blasting or Hoe-Ramming

18. **Use of Explosives or Hoe-Ramming and Pre-Blast Survey**

The Owner acknowledges that due to the shallow bedrock located in Highcroft Drive that either blasting or hoe-ramming to remove the bedrock will be required and agrees that as both operations provided extensive shock waves and vibration a pre-blast survey shall be required as a result of this development, and the Owner shall provide a pre-blast survey to Rural Development Group.

The Owner acknowledges and agrees that all blasting activities will conform to the City's Standard S.P. No. F-1201 entitled Use of Explosives, as amended. Prior to any blasting or hoe-ramming 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 or hoe-ramming, in particular, those within seventy-five (75) metres of the location where explosives are to be used. The standard inspection procedure shall include the provision of an explanatory letter to the owner or occupant and owner with a formal request for permission to carry out an inspection (the "Notification Letter").

The Owner acknowledges and agrees that the Notification Letter(s) shall be in compliance with City Standard S.P. No. F-1201 and to the satisfaction of the General Manager, Planning, Infrastructure and Economic Development. Pursuant to City Standard S.P. No. F-1201, the Owner or its agents, contractors and subcontractors shall provide written notice to all owners and tenants of any building and/or facility located within a minimum of one hundred and fifty (150) metres from the blasting location at a minimum of fifteen (15) business days prior to any blasting. The Owner further acknowledges and agrees that it shall provide a copy of the Notification Letter(s) to the General Manager, Planning, Infrastructure and Economic Development prior to any blasting activities.

19. **Pre-Blast Survey**

The Owner acknowledges that due to the shallow bedrock located in Highcroft Dr. that either blasting or hoe-ramming to remove the bedrock will be required and agrees that as both operations provided extensive shock waves and vibration a pre-blast survey shall be required as a result of this development, and the Owner shall provide a pre-blast survey to Rural Development Group for review and approval prior to any blasting or hoe ramming activities.

Prior to any blasting activities, the Owner acknowledges and agrees it shall arrange for a pre-blast survey to be carried out in accordance with Ontario Provincial Standard Specification entitled "General Specification for the Uses of Explosives", Section 120.07.03, by a Professional Engineer licensed in the Province of Ontario, which states as follows:

- (a) A pre-blast survey shall be prepared for all buildings, utilities, structures, water wells, and facilities likely to be affected by the blast and those within 75 m of the location where explosives or hoe-ramming 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.
- (b) The pre-blast survey shall include, as a minimum, the following information:
 - (i) Type of structure, including type of construction and if possible, the date when built.
 - (ii) Identification and description of existing differential settlements, including visible cracks in walls, floors, and ceilings, including a diagram, if applicable, room-by-room. All other apparent structural and cosmetic damage or defect shall also be noted. Defects shall be described, including dimensions, wherever possible.
 - (iii) Digital photographs or digital video or both, as necessary, to record areas of significant concern. Photographs and videos shall be clear and shall accurately represent the condition of the property. Each photograph or video shall be clearly labelled with the location and date taken.
- (c) A copy of the pre-blast survey limited to a single residence or property, including copies of any photographs or videos that may form part of the report shall be provided to the owner of that residence or property, upon request.

PLANNING AND OTHER

Planning and Design

20. 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.

21. Archaeological Potential

In the event that archaeological or human remains are discovered on or buried within the subject lands during development activities, the Owner acknowledges and agrees to stop all construction and soil disturbance and shall notify the Ministry of Tourism, Culture and Sport of such findings. As required under Part VI of the Ontario Heritage Act, R.S.O. 1990, c.O.18.

22. **Archaeological**

- (a) The Owner acknowledges and agrees that should potential archaeological resources be encountered during excavation activities, all Work in the area must stop immediately and the Owner shall contact a provincially licensed archaeologist.
- (b) The Owner acknowledges and agrees that if during the process of development deeply buried/undetected archaeological remains are uncovered, the Owner shall immediately notify the Archaeology Section of the Ontario Ministry of Tourism, Culture and Sport.
- (c) The Owner acknowledges and agrees that in the event that human remains are encountered during construction, the Owner shall immediately contact the police, the Ministry of Tourism, Culture and Sport and the Registrar of Cemeteries, Cemeteries Regulation Unit, Ministry of Consumer and Business Services, Consumer Protection Branch.

Waste Collections

23. **Waste and Recycling Collection**

- (a) Residential Units on municipal road

The Owner acknowledges and agrees that the City will provide waste collection and cart (and/or container) recycling collection for the residential units which front onto Highcroft Drive. The Owner shall provide an adequate storage room or space for waste containers and recycling carts (and/or containers). The Owner acknowledges and agrees that it is recommended that the containers and carts be placed on a concrete floor. The Owner shall provide an adequate constructed road access to the waste/recycling storage room or area suitable for waste/recycling vehicles as direct access to the containers and carts is required.

- (b) Residential Units on private road

The Owner acknowledges and agrees that waste collection and recycling collection will not be provided by the City for those residential units located on the private road, and it shall make appropriate arrangements with a private contractor for waste collection and recycling collection at the Owner's sole expense. The Owner shall consult a private contractor regarding any access requirements for waste and/or recycling collection.

Trees

24. **Tree Protection**

The Owner acknowledges and agrees that all trees to be retained, as shown on the approved Landscape Plan, Landscaping Details and Environmental Impact Statement and 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, 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.

Parkland

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

The Owner shall pay cash-in-lieu of parkland at a rate of 1 hectare per 300 units, in accordance with the Parkland Dedication By-law of the City of Ottawa; the total 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 21 funds.

Common Elements

26. **Joint Use, Maintenance and Liability Agreement**

- (a) The Owner acknowledges and agrees that should the lands be severed in the future by means other than a Declaration of a Condominium, it shall ensure that the future owner of the freehold units shall enter into a Joint Use, Maintenance and Liability Agreement which shall be binding upon the owners and all subsequent purchasers to deal with the joint use, maintenance and liability of the common elements, including but not limited to any private roadway(s) and concrete sidewalks; common grass areas; common party walls, exterior walls; common structural elements such as the roof, foundations; common parking areas; sewers and watermains, for the mutual benefit and joint use of the owners; and any other elements located in the common property; and the Joint Use, Maintenance and Liability

Agreement shall be filed with the General Manager, Planning, Infrastructure and Economic Development.

- (b) The Owner shall file with the General Manager, Planning, Infrastructure and Economic Development, an opinion from a solicitor authorized to practice law in the Province of Ontario that the Joint Use, Maintenance and Liability Agreement is binding upon the owners of the land and all subsequent purchasers to deal with the matters referred to Paragraph ____ (a) above.
- (c) The Owner acknowledges and agrees that the Joint Use, Maintenance and Liability Agreement shall be registered on the Owner's lands at no cost to the City, and a copy of the registered agreement shall be provided to the General Manager, Planning, Infrastructure and Economic Development.
- (d) The Owner acknowledges and agrees that the Joint Use, Maintenance and Liability Agreement shall include a clause that transfers all legal and financial obligations required under the Joint Use, Maintenance and Liability Agreement to future owners, successors and assigns in title of the subject lands.

Signs

27. **Street Name and Signs**

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

AGENCIES AND UTILITIES

School

28. **School Accommodation**

- (a) The Owner acknowledges and agrees to inform prospective purchasers that school accommodation pressures exist in the Ottawa-Carleton District School Board schools designated to serve this development, which are currently being addressed by the utilization of portable classrooms and/or by directing students to schools outside their community.
- (b) The Owner acknowledges and agrees that a notice-on-title respecting school accommodation concerns, as contained in Clause __ hereinafter, shall be registered on title to the subject lands, at the Owner's expense, and a

warning clause shall be included in all agreements of purchase and sale and lease agreements.

29. **Notice on Title - School Accommodation**

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 Ottawa-Carleton District School Board has pupil accommodation concerns for this dwelling unit. The Purchaser/Lessee agrees to inform prospective purchasers or tenants in all subsequent agreements of purchase and sale and lease agreements that school accommodation pressures exist in the Ottawa-Carleton District School Board, which are currently being addressed by the utilization of portable classrooms and/or by directing students to school outside their community.”

“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.”

Bell

30. **Bell Canada – Easements**

The Owner acknowledges and agrees to grant to Bell Canada any easements that may be required for telecommunication services at the Owner’s sole cost and expense. Easements may be required subject to final servicing decisions. In the event of any conflict with existing Bell Canada facilities or easements, the Owner shall be responsible for the relocation of such facilities or easements at the Owners sole cost and expense.

31. **Bell Canada – Conduits**

The Owner acknowledges and agrees to provide Bell Canada with one or more conduit(s) of sufficient size from each unit to the room(s) in which the telecommunication facilities are situated and one or more conduit(s) from the room(s) in which the telecommunication facilities are located to the street line, to the satisfaction of Bell Canada.

32. **Communication and Telecommunication**

The Owner acknowledges and agrees that, prior to commencing any Work on the subject lands, it shall confirm with Bell Canada that sufficient wire-line communication and telecommunication infrastructure is currently available within the subject lands to provide communication and telecommunication service to it. The Owner acknowledges and agrees that, in the event that such infrastructure is

not available, the Owner shall be required to pay for the connection to and/or extension of the existing communication and telecommunication infrastructure. If the Owner elects not to pay for such connection and/or extension of the existing communication/telecommunication infrastructure, it shall provide evidence satisfactory to the General Manager, Planning, Infrastructure and Economic Development, that sufficient alternative communication and telecommunication facilities are available on the subject lands to enable, at a minimum, the effective delivery of communication and telecommunication services for emergency management services, such as 911 emergency services.

Hydro One Networks Inc.

33. **Hydro One Networks Inc. - Relocation or Revision to Hydro One Networks Inc. Facilities**

The Owner acknowledges and agrees that it is responsible for the costs of any relocations or revisions to Hydro One Networks Inc. facilities that are necessary to accommodate the site development.

Enbridge Gas Distribution Inc.

34. **Enbridge Gas Distribution Inc. - Conditions and Easements**

The Owner acknowledges and agrees to contact Enbridge Gas Distribution Inc. for service and meter installation details and to ensure that all gas piping is installed prior to the commencement of site landscaping, including, but not limited to tree planting, silva cells, and/or soil trenches, and/or asphalt paving. The Owner further acknowledges and agrees that any costs relating to the relocation of a gas main as a result of changes in the alignment or grade of the road allowances or for temporary gas pipe installations pertaining to phased construction shall be borne by the Owner. The Owner further acknowledges and agrees to provide to Enbridge Gas Distribution Inc., at the Owner's cost, any easements which are required to service the development.

35. **Enbridge Gas Distribution Inc. - Relocation Costs**

The Owner acknowledges and agrees to bear the responsibility of all costs associated with the relocation of any gas main resulting from changes in the alignment or grade of future road allowances, or for temporary gas pipe installations pertaining to phased construction.

36. **Enbridge Gas Distribution Inc. - Grading of Road Allowances**

The Owner covenants and agrees to grade all road allowances to as close to final elevation as possible, provide necessary field survey information and all approved municipal road cross sections, identifying all utility locations, prior to the installation of the gas piping.

25 August 2021

Date



Adam Brown
Manager, Development Review, Rural
Planning, Infrastructure and Economic
Development Department

Enclosure: Site Plan Control Application approval – Supporting Information

SITE PLAN CONTROL APPROVAL APPLICATION SUPPORTING INFORMATION

File Number: D07-12-19-0151

SITE LOCATION

1164 and 1166 Highcroft Drive, and as shown on Document 1.

SYNOPSIS OF APPLICATION

- The subject lands include both 1164 and 1166 Highcroft Drive; each lot contains a detached dwelling and is predominantly grassed with a few trees per lots.
- Adjacent properties on Highcroft Drive are predominantly residential in nature; properties fronting onto Manotick Main Street are a mix of residential, office and retail uses.
- The development includes the demolition of 2 detached dwellings and the construction of ten (10) detached dwellings within a planned unit development. Four (4) dwellings will have access from Highcroft Drive, with six (6) dwellings having access via a private road.
- All dwellings will form part of a common element condominium.
- An extension of the municipal water service is proposed from Manotick Main Street to the subject properties. Direct access to municipal services is proposed along Highcroft Drive, with a private water line extending along the private road to service the rear six (6) lots.

DECISION AND RATIONALE

This application is approved for the following reasons:

- The development was subject to a concurrent Official Plan amendment application (D01-01-19-0016). The Official Plan amendment sought relief from Secondary Plan to increase the permitted density of the property of between 5 and 12 to 29 units per gross hectare, in order to accommodate the 10 residential dwellings. Council approved the application on March 10, 2021 and no appeals were received. The proposal conforms to the policies of the Official Plan.
- The development was subject to a concurrent Zoning By-law amendment application (D02-02-19-0108). The Zoning By-law amendment added a Planned Unit Development as a permitted use on the property, and modified zoning

provisions in relation to front and rear yard setbacks, lot coverage and setbacks from a garage/carport to a private way. This relief was required based on orientation of the buildings on the private road, as well as how the design of the buildings met the definitions of projections in the By-law. The Zoning By-law amendment was approved by Council on March 10, 2021 and no appeals were received. The proposal complies to the provisions of the Zoning By-law.

- The development has been designed in a manner that represents good planning. The development proposes a transition from the Manotick Main Street commercial and office uses to the low-density residential development. In addition, landscaping is proposed to re-introduce trees on the property and to provide screening to the adjacent residential property which is the most visually impacted by the development.

PARKLAND DEDICATION

Parkland dedication, in accordance with By-law 2009-95, is being satisfied within this approval through the taking of cash-in-lieu of parkland as detailed in the above conditions.

CONSULTATION DETAILS

Councillor's Concurrence

Councillor Scott Moffatt was aware of the application related to this report. Councillor has concurred with the proposed conditions of approval.

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

Summary of Comments –Technical

Waste Collection Servicing have stated that given the topography and layout of the site, that City refuse collection is not available for those residences located on the private road.

Response to Comments –Technical

After discussions with the owner and applicant, the owner has identified that a private refuse collection company will be secured for those residences on the private road.

Advisory Committee Comments

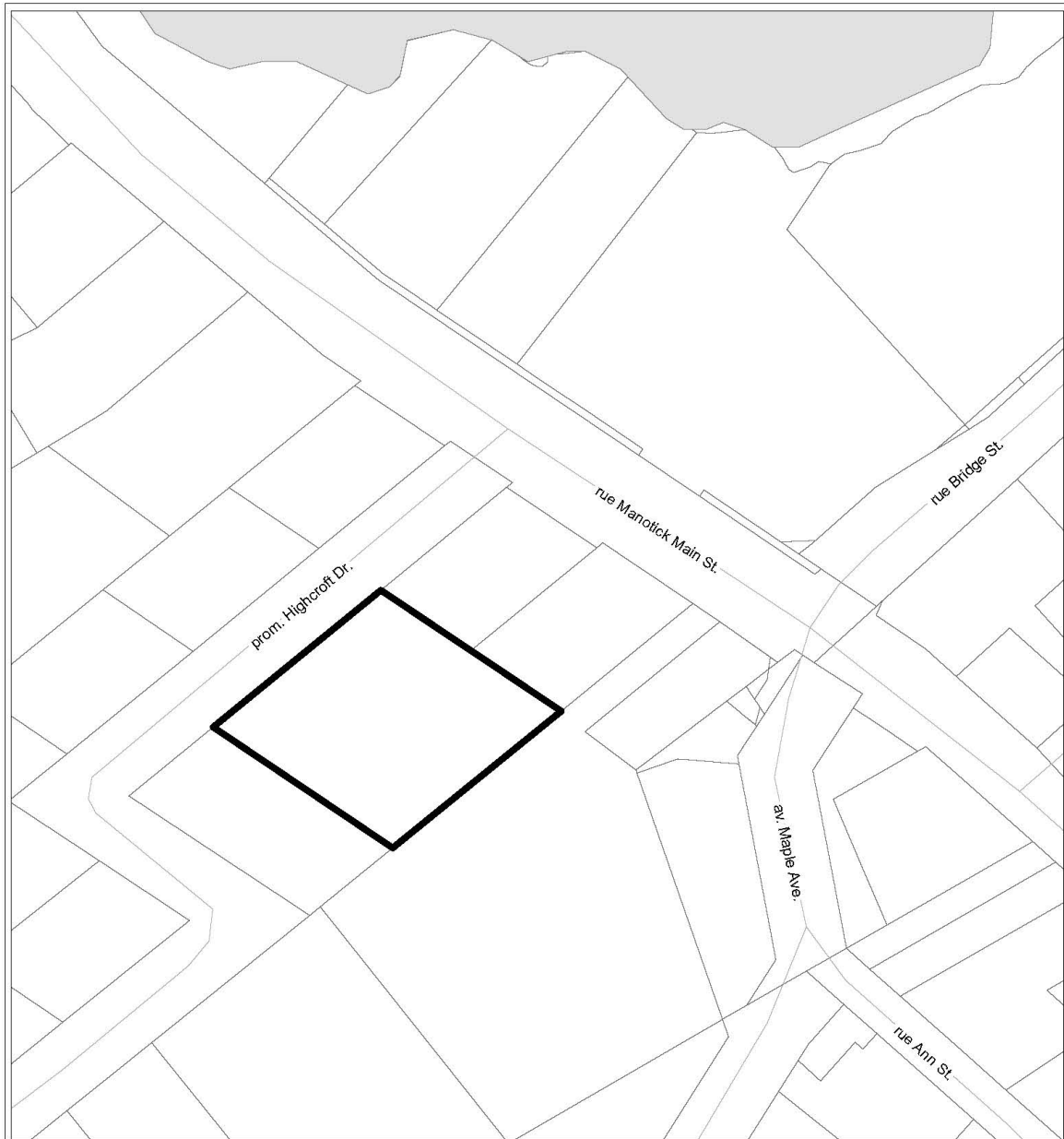
N/A

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 given the engineering complexities of the site, and the multiple concurrent applications that the project was subject to.

Contact: Sarah McCormick Tel: 613-580-2424, ext. 24487 or e-mail:
Sarah.McCormick@ottawa.ca

Document 1 – Location Map



LOCATION MAP / PLAN DE LOCALISATION
SITE PLAN / PLAN D'EMPLACEMENT

D07-12-19-0151

21-0908-J

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REVISION / RÉVISION - 2021 / 06 / 14



1164 and/et 1166 prom. Highcroft Dr.

