SITE PLAN CONTROL APPLICATION DELEGATED AUTHORITY REPORT MANAGER, DEVELOPMENT REVIEW, CENTRAL

Site Location: 316, 320, 324, 328 and 332 Clifton Road

File No.: D07-12-21-0014

Date of Application: February 12, 2021

This SITE PLAN CONTROL application submitted by James Macmillan, on behalf of Clifton Property Development Inc., is APPROVED as shown on the following plan(s):

- 1. **Site Plan:** Dwg SP-1, prepared by Hobin Architecture, revision 12, dated 2023-01-10.
- 2. **Erosion & Sediment Control Plan,** Dwg C003, prepared by CIMA+, revision 3, dated June 25, 2021.
- 3. **Grade Control and Drainage Plan**, Dwg C005, prepared by CIMA+, revision 5, dated 2023/02/03.
- 4. Site Servicing Plan, Dwg C006, prepared by CIMA+, revision 5, dated 23/02/03.
- 5. **Storm Water Management Plan,** Dwg C015, prepared by CIMA+, revision 3 dated 23/02/03.
- 6. Landscape Plan, Dwg L001, prepared by CIMA+, revision 5, dated 02/06/2023.
- 7. **Landscape Plan Details,** Dwg L002, prepared by CIMA+, revision 5, dated 02/06/2023.
- 8. **Roof Drainage Plan,** Dwg RD-1, prepared by Hobin Architecture, revision 1, dated July 5, 2021.

And as detailed in the following report(s):

- 1. **Geotechnical Investigation Report,** prepared by EXP Services Inc., dated May 27, 2021.
- Phase I Environmental Site Assessment dated January 9, 2019 and Eng. Letter PE4500-LET.01, dated January 26, 202, both prepared by Paterson Group Inc.
- 3. **Transportation Noise Assessment**, prepared by Gradient Wind, dated September 11, 2020.
- 4. **Stationary Noise Assessment,** prepared by Gradient Wind, dated September 9, 2020.
- 5. **Site Servicing & Stormwater Management Report,** prepared by CIMA, Rev #3, dated February 3, 2023.

And subject to the following General and Special 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. **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.

7. **Extend Internal Walkway**

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

8. Completion of Works

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

Until all requirements with respect to completion of the Works as identified in this 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. 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 Department, and in accordance with the City's Permanent Signs on Private Property By-law No. 2005-439, as amended.

11. <u>Development Charges – Instalment Option</u>

- (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.

Special Conditions for Site Plan Approval

12. Cash in Lieu of Parkland

Upon execution of this Agreement, the Owner shall pay cash-in-lieu of parkland in accordance with the City's Parkland Dedication By-law. 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. 2022-280, as amended, 40% of said funds collected shall be directed to City wide funds and 60% shall be directed to Ward 15 funds.

13. **Preconstruction Meeting**

Prior to the issuance of a building permit, the Owner shall conduct a public meeting involving the surrounding neighbourhood and the Ward Councillor's Office, the purpose of which is to provide information with respect to the timing and staging of construction activities for the site, including but not limited to the location of staging activities, and the location of parking and intended access routes for associated construction vehicles.

14. 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 plant and landscaping material (except municipal trees), decorative paving and street furnishings placed in the City's right-of-way along Clifton Road 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.

15. **Tree Protection**

The Owner acknowledges and agrees that all trees to be retained, as shown on the approved Arborist Report (Tree Conservation Report), prepared by CIMA+, 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 x 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.

16. **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.

17. Waste Management

The Owner acknowledges and agrees that waste collection and recycling collection will not be provided by the City 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.

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**, prepared by EXP Services Inc., dated May 27, 2021(the "Report"), referenced in Schedule "E" herein, are fully implemented. The Owner further acknowledges and agrees that it shall provide the General Manager, Planning, Infrastructure and Economic Development with confirmation issued by the geotechnical engineer that the Owner has complied with all recommendations and provisions of the Report, prior to construction of the foundation and at the completion of the Works, which confirmation shall be to the satisfaction of the General Manager, Planning, Infrastructure and Economic Development.

19. **Groundwater Management**

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

20. 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.

21. Stormwater Management Memorandum

Prior to registration of this Agreement, the Owner acknowledges and agrees to provide the General Manager, Planning, Infrastructure and Economic Development, with a memorandum prepared by a Professional Engineer, licensed in the Province of Ontario, confirming that the designed roof-top scuppers and associated spill point elevations will be set equivalent to the top of the control weir of the approved roof drain elevation(s). The Owner further acknowledges and agrees that said memorandum shall be to the satisfaction of the General Manager, Planning, Infrastructure and Economic Development, and all associated costs shall be the Owner's responsibility.

22. Protection of City Sewers

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

23. <u>Inlet Control Devices (ICDs)</u>

The Owner acknowledges and agrees to install and maintain in good working order the required roof-top inlet control devices, as recommended in the approved **Site Servicing Plan**, Dwg C006, prepared by CIMA, revision 4, dated November 17, 2021, **Roof Drainage Plan**, Dwg RD-1, prepared by Hobin Architecture, revision 1, dated July 5, 2021 and **Site Servicing & Stormwater Management Report**, prepared by CIMA, dated June 25, 2021, 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.

24. **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.

25. 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 **Servicing Plan**, Dwg C006, prepared by CIMA,

revision 5, dated 23/02/02, **Roof Drainage Plan**, Dwg RD-1, prepared by Hobin Architecture, revision 1, dated July 5, 2021 and **Site Servicing & Stormwater Management Report**, prepared by CIMA, Rev #3, dated February 3, 2023, **Grade Control and Drainage Plan**, Dwg C005, prepared by CIMA, revision 5, dated 2023/02/03, **Detail Plans**, Dwgs C007 to C0013, prepared by CIMA, revision 3 dated June 25, 2021 and **SWM Plan**, Dwg C015, prepared by CIMA, revision 3 dated 23/02/03.

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 Servicing Plan, Dwg C006, prepared by CIMA, revision 5, dated 23/02/02, Roof Drainage Plan, Dwg RD-1, prepared by Hobin Architecture, revision 1, dated July 5, 2021 and Site Servicing & Stormwater Management Report, prepared by CIMA, Rev #3, dated February 3, 2023, Grade Control and Drainage Plan, Dwg C005, prepared by CIMA, revision 5, dated 2023/02/03, Detail Plans, Dwgs C007 to C0013, prepared by CIMA, revision 3 dated June 25, 2021 and SWM Plan, Dwg C015, prepared by CIMA, revision 3 dated 23/02/03.

26. Site Dewatering

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

27. Private Storm Sewer Connection to City Sewer System

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

- (a) a certificate of conformance and Record Drawings have been received from a Professional Engineer, licensed in the Province of Ontario, certifying that all required inlet control devices have been properly installed to City Standards or Specifications, and that the storm sewer system has been installed in accordance with the approved engineering drawings for site development and City Sewer Design Guidelines. The inlet control devices shall be free of any debris; or
- (b) a flow limiting orifice plate, designed by a Professional Engineer licensed in the Province of Ontario and to the satisfaction of the City, has been installed at the storm water outlet prior to connecting any upstream storm sewers. Such orifice plate shall not be removed until subsection (a) above has been satisfied and approved by the General Manager, Planning, Infrastructure and Economic Development.

28. **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.

29. Use of Explosives and Pre-Blast Survey

- (a) The Owner acknowledges and agrees that all blasting activities will conform to the City's Standard S.P. No. F-1201 entitled *Use of Explosives*, as amended. Prior to any blasting activities, a pre-blast survey shall be prepared as per S.P. No. F-1201, at the Owner's expense, for all buildings, utilities, structures, water wells and facilities likely to be affected by the blast, in particular, those within one hundred and fifty (150) metres of the location where explosives are to be used. The standard inspection procedure shall include the provision of an explanatory letter to the owner or occupant and owner with a formal request for permission to carry out an inspection (the "Notification Letter").
- (b) The Owner acknowledges and agrees that the Notification Letter(s) shall be in compliance with City Standard S.P. No. F-1201 and to the satisfaction of the General Manager, Planning, Infrastructure and Economic Development. 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.

30. Pre-Blast Survey

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 150 m 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.
- (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.

31. Funds for a Crossing Guard

Prior to the registration of this Agreement, the Owner acknowledges and agrees to provide confirmation of its arrangement with the Ottawa Safety Council for the employment of a crossing guard, as well as evidence demonstrating that it has paid the Ottawa Safety Council in respect of such employment. The crossing guard will be positioned at a location to be decided in the future based on an assessment that will determine where it would be most needed, to assist residents in crossing the street. The Owner acknowledges and agrees to maintain and provide funding for the crossing guard during excavation on the subject lands.

March 2, 2023

Date

Andrew McCreight, MCIP, RPP Manager (A), Development Review, Central Planning, Infrastructure and Economic Development Department

Enclosure: Site Plan Control Application approval – Supporting Information

SITE PLAN CONTROL APPROVAL APPLICATION SUPPORTING INFORMATION

File Number: D07-12-21-0014

SITE LOCATION

316, 320, 324, 328 and 332 Clifton Road, and as shown on Document 1.

SYNOPSIS OF APPLICATION

The subject site consists of the properties know as 316, 320, 324, 328, and 332 Clifton Road. The subject site is located on the west side of Clifton Road, south of Scott Street. The site is approximately 3,000 square metres in size with 74 metres of frontage along Clifton Road and 37 metres of frontage along Wilber Avenue. To the north of the site, there is a 22-storey high-rise development proposed. To the east of the site on Clifton Road there are detached dwellings. To the west of the site is an eight-storey mixed use building and a 25-storey residential tower. To the south of the site, the property abuts Wilber Avenue where there are several detached dwellings fronting the street.

The proposal is for a low-rise residential development consisting of 29 residential townhouse dwelling units serviced via an internal private way. Each dwelling will have access to an attached garage with vehicle access provided by the internal private way. The proposed buildings are three-storeys in height with the third storey stepped back. The proposal is considered a planned unit development (PUD).

DECISION AND RATIONALE

This application is approved for the following reasons:

- The application is consistent with the principles and policies of the Official Plan (2022) and Neighbourhood designation.
- The application is consistent with the zoning for the site as approved via Zoning By-law amendment D02-02-20-0089, which is now in full force and effect (By-law 2021-190).
- The recommended conditions of approval will ensure the orderly development of the site.
- The proposed development is an appropriate use of the lands and is not considered to be overdevelopment.

PARKLAND DEDICATION

Parkland dedication, in accordance with By-law 2022-22, is being satisfied within this approval through the taking of cash-in-lieu of parkland as detailed in the above

conditions.

URBAN DESIGN REVIEW PANEL

The Site Plan Control application was not subject to the Urban Design Review Panel process.

ROAD MODIFICATIONS

There are no road modifications associated with this site plan control application.

CONSULTATION DETAILS

Councillor's Concurrence

Councillor Jeff Leiper 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 were public comments received online and staff considered these comments.

Technical Agency/Public Body Comments

All technical agency correspondences and requirements were forwarded to the applicant during the review of the Site Plan Control application, and the applicant was advised, where applicable, to contact technical agencies directly for additional information and requirements.

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 additional time required to address technical matters.

Contact: Simon M. Deiaco, MCIP, RPP Tel: 613-580-2424, ext. 15641 or e-mail: Simon.Deiaco@ottawa.ca

Document 1 - Location Map

