

**SITE PLAN CONTROL APPLICATION
DELEGATED AUTHORITY REPORT
PLANNING, REAL ESTATE AND ECONOMIC DEVELOPMENT DEPARTMENT**

Site Location: 3130 Woodroffe Avenue

File No.: D07-12-22-0055

Date of Application: April 04, 2022

This SITE PLAN CONTROL application submitted by PH Robinson Consulting, on behalf of Vo and Van Holdings Corporation, is APPROVED as shown on the following plan(s):

1. **Site Servicing Plan**, C-1 of 7, prepared by DB Gray Engineering Inc., dated Dec 7-21, revision 8, dated Jan 27-23.
2. **Site Servicing Detail**, C-2 of 7, prepared by DB Gray Engineering Inc., dated Dec 7-22, revision 8, dated Jan 27-23
3. **Grading Plan**, C-3 of 7, prepared by DB Gray Engineering Inc., dated Dec 7-21, revision 6, dated Oct 31-22.
4. **Existing Conditions & Retaining Wall Plan**, C-4 of 7, prepared by DB Gray Engineering Inc., dated Dec 7-21, revision 5, dated Oct 31-22
5. **Erosion and Sediment Control Plan & Drainage Plan**, C-5 of 7, prepared by DB Gray Engineering Inc., dated Feb 17-21, revision 4 dated Oct 31-22.
6. **Details & Schedules**, C-6 of 7, prepared by DB Gray Engineering Inc., dated Feb 17-21, revision 5 dated Jan 27-23.
7. **Notes & Details**, Proposed 1-storey Dental Clinic & 4 2-storey semi-detached, 3130 Woodroffe Ave, C-7 of 7, prepared by DB Gray Engineering Inc., dated Feb 17-21, revision 4, dated Oct 31-22.
8. **East and West Elevations (Dental Office), 3130 Woodroffe Ave**, prepared by P2 concepts, A-200, dated March 27, 2022, revision 3, dated 2022-03-27.
9. **North and South Elevations (Dental Office), 3130 Woodroffe Ave, Dental Office**, prepared by P2 concepts, A-201, dated March 27, 2022, revision 3, dated 2022-03-27.
10. **Building Elevations, 3130 Woodroffe Ave, Semi-Detached Home**, prepared by P2 concepts, A-200, dated March 29, 2022.
11. **Site Plan, 3130 Woodroffe Ave**, SP-01, prepared by P2 concepts, dated Sept 20, 2021, revision 8, dated Sept, 07, 2022.
12. **Tree Conservation Report & Landscape Plan, 3130 Woodroffe Ave**, L-1, prepared James Lennox, dated April 2022, revision 3, dated 09/08/2022

Sanitary Sewer Extension Drawings:

13. **Plan, Municipal Sanitary Sewer Extension, Crossing Woodroffe Avenue from Stoneway Drive to Deerfox Drive**, C-1 of 9, prepared by DB Gray Engineering Inc., dated Mar 25-21, Revision #9, dated Mar 3-23.
14. **Asphalt Reinstatement and Overlay Plans**, Drawing No. C-2 of 9, prepared by D.B. Gray Engineering Inc., Consultant's Project No. 20055, dated Dec 22-22, Revision #3, dated Feb 14-23.

15. **Plan & Profile STA A+000.0 to STA A+028.6**, Drawing No. C-3 of 9, prepared by D.B. Gray Engineering Inc., Consultant's Project No. 20055, dated Sep 28-21, Revision #8, dated Feb 14-23.
16. **Plan & Profile STA A+028.6 to STA A+067.6**, Drawing No. C-4 of 9, prepared by D.B. Gray Engineering Inc., Consultant's Project No. 20055, dated Sep 28-21, Revision #8, dated Feb 14-23.
17. **Plan & Profile STA A+067.6 to STA A+097.7**, Drawing No. C-5 of 9, prepared by D.B. Gray Engineering Inc., Consultant's Project No. 20055, dated Sep 28-21, Revision #9, dated Mar 3-23.
18. **Plan & Profile STA A 0+097.7 to STA A 0+157.0**, Drawing No. C-6 of 9, prepared by D.B. Gray Engineering Inc., Consultant's Project No. 20055, dated Sep 28-21, Revision #9, dated Mar 3-23.
19. **Notes & Details**, Drawing No. C-7 of 9, prepared by D.B. Gray Engineering Inc., Consultant's Project No. 20055, dated Sep 28-21, Revision #8, dated Mar 3-23.
20. **Notes**, Drawing No. C-8 of 9, prepared by D.B. Gray Engineering Inc., Consultant's Project No. 20055, dated Dec 22-22, Revision #3, dated Feb 14-23.
21. **Sanitary Drainage Plan**, Drawing No. C-9 of 9, prepared by D.B. Gray Engineering Inc., Consultant's Project No. 20055, dated Mar 17-22, Revision #6, dated Feb 14-23.

And as detailed in the following report(s):

1. **Geotechnical Investigation**, 3130 Woodroffe Avenue, prepared by patersongroup dated April 22, 2022.
2. **Designated Substance Survey**, 3130 Woodroffe Avenue, prepared by patersongroup dated March 22, 2022.
3. **Phase 1 – Environmental Site Assessment**, 3130 Woodroffe Avenue, prepared by patersongroup dated September 15, 2015.
4. **Phase 1 – Environmental Site Assessment Update**, 3130 Woodroffe Avenue, prepared by patersongroup dated March 11, 2022.
5. **Environmental Noise Control Study**, 3130 Woodroffe Avenue, prepared by patersongroup dated August 8, 2022.
6. **Site Servicing Study & Stormwater Management Report**, 3130 Woodroffe Ave, prepared by DB Gray Engineering Inc., dated March 17, 2022, revised October 31, 2022.
7. **Transportation Impact Assessment**, 3130 Woodroffe Ave, Mixed-Use Development, prepared by Castleglenn Consultants Inc., Final Report, dated September 13, 2022.

Sanitary Sewer Extension Reports:

8. **Servicing Study**, Municipal Sanitary Sewer Extension, Crossing Woodroffe Ave West from Stoneway Drive north on Woodroffe Ave & West on Deerfox Drive, prepared by DB Gray Engineering Inc., dated March 17, 2022, revised March 3, 2023.

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

1. The Owner shall enter into a standard site development agreement consisting of the following conditions. In the event the Owner fails to enter into such agreement within one year, this approval shall lapse.
2. **Execution of Agreement Within One Year**
The Owner shall enter into this Site Plan Control Agreement, including all standard and special conditions, financial and otherwise, as required by the City. In the event that the Owner fails to sign this Agreement and complete the conditions to be satisfied prior to the signing of this Agreement within one (1) year of Site Plan approval, the approval shall lapse.
3. **Permits**
The Owner shall obtain such permits as may be required from municipal or provincial authorities and shall file copies thereof with the General Manager, Planning, 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. **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.

9. 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.

10. Development Charges

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

11. 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, Real Estate and Economic Development, and in accordance with Best Management Practices. The survey shall address, but not be limited to:

- (a) O.Reg. 278/05: Designated Substance - Asbestos on Construction Projects and in Buildings and Repair Operations under the Occupational Health and Safety Act, R.S.O. 1990, c.O.1, as amended (O.Reg. 278/05);
- (b) Guideline - Lead on Construction Projects, prepared by the Ontario Ministry of Labour - Occupational Health and Safety Branch, published September 2004 and revised April 2011, as amended;
- (c) O.Reg. 213/91: Construction Projects under the Occupational Health and Safety Act, R.S.O. 1990, c.O.1, as amended (O.Reg. 213/91);

- (d) Registration Guidance Manual for Generators of Liquid Industrial and Hazardous Waste, prepared by the Ontario Ministry of the Environment, Conservation and Parks, published April 1995 and revised January 2016, as amended, to be used in conjunction with R.R.O. 1990, Reg. 347: General-Waste Management under the Environmental Protection Act, R.S.O. 1990, c.E.19, as amended (R.R.O. 1990, Reg. 347);
- (e) R.R.O. 1990, Reg. 362: Waste Management – PCB's under the Environmental Protection Act, R.S.O. 1990, c.E.19, as amended (R.R.O. 1990, Reg. 362).

SPECIAL CONDITIONS

1. Permanent Features

The Owner acknowledges and agrees that no permanent features shall be permitted above and below grade within the City's 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. Private Approach Detail

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 Curb Return at a Private Entrance" 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.

3. 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 Deerfox Drive, Woodroffe Ave and Stoneway Drive, fronting the subject lands, as shown on the approved "Asphalt Reinstatement and Overlay Plans", referenced in Schedule "E" hereto. The overlay shall be carried out to the satisfaction of the General Manager, Planning, Infrastructure and Economic Development. The Owner acknowledges and agrees that all costs are to be borne by the Owner.

4. Site Lighting Certificate

(a) In addition to the requirements contained in clause 19 of Schedule "C" hereto, the Owner acknowledges and agrees, prior to the issuance of a building permit, to provide the City with a certificate from an acceptable professional engineer, licensed in the Province of Ontario, which certificate shall state that the exterior site lighting has been designed to meet the following criteria:

- (i) it must be designed using only fixtures that meet the criteria for full cut-off (sharp cut-off) classification, as recognized by the Illuminating Engineering Society of North America (IESNA or IES);
- (ii) and it must result in minimal light spillage onto adjacent properties. As a guideline, 0.5 fc is normally the maximum allowable spillage.

(b) The Owner acknowledges and agrees that, upon completion of the lighting Works and prior to the City releasing any associated securities, the Owner shall provide certification satisfactory to the General Manager, Planning, Infrastructure and Economic Development, from a Professional Engineer, licensed in the Province of Ontario, that the site lighting has been constructed in accordance with the Owner's approved design plan.

5. 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.

6. Waste Collection – Residential Units:

The Owner acknowledges and agrees that the City will provide curb-side garbage, recycling, and organic waste collection for the four residential units at the end of their individual driveways. The Owner acknowledges and agrees that it is recommended that the containers and carts be placed on a concrete floor where being stored.

7. Waste Collection – Commercial (Dental Office):

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

8. 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.

9. 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 Tree Protection By-law, being By-Law No. 2020-340, as amended. The Owner further acknowledges and agrees to post the approved Tree Permit at all times during tree removal, grading, construction, and any other site alteration activities.

10. Cash-in-Lieu of Parkland

a. In accordance with the Planning Act and the City of Ottawa Parkland Dedication By-law, the Owner shall provide cash-in-lieu of parkland on the subject lands within Ward 3, such value of the land to be determined by the City's Realty services Branch. The Applicant shall bear the cost of any appraisal costs incurred by the City. All to the satisfaction of the General Manager, Recreation, Cultural and Facility Services Department.

b. The Owner covenants and agrees that the parkland dedication requirement has been based on the proposed residential and commercial uses and calculated at a residential rate of 1 ha per 500 dwelling units for cash-in-lieu of parkland, and a commercial rate of 2% of the gross land area dedicated to commercial uses.

c. Based on the proposed 4 residential dwelling units, and 2,293 sq.m. of commercial area, the Owner acknowledges and agrees that there is a parkland dedication requirement of 126 sq.m, as shown in the table below: All to the satisfaction of the General Manager, Recreation, Cultural and Facility Services Department.

Parkland Dedication Calculations:	Residential Units (ea)	Gross Land Area (ha)	Calculation (for CILP)	Parkland Required (ha)	Parkland Required (m2)
Residential Units: semi-detached	4		1 / 500	0.0080	80
Commercial		0.2293	2%	0.0046	46
Parkland Dedication Required (ha):				0.0126	126

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.

11. 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, Real Estate and Economic Development.

- (b) The Owner shall file with the General Manager, Planning, Real Estate 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 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, Real Estate and Economic Development.
- (d) The Owner acknowledges and agrees that the Joint Use, Maintenance and Liability Agreement shall include a clause requiring subsequent purchasers to enter into an assumption agreement that transfers all legal and financial obligations required under the Joint Use, Maintenance and Liability Agreement to the future owners, successors and assigns in title of the subject lands. The Owner further acknowledges and agrees to include a clause in all agreements of purchase and sale informing purchasers that there is a Joint Use, Maintenance and Liability Agreement registered on title to the subject lands, and require the purchaser to enter into an assumption agreement thereto.

12. 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, Real Estate and Economic Development, and in accordance with the City's Permanent Signs on Private Property By-law No. 2016-326, as amended.

13. Installation of Addressing Signs

The Owner acknowledges and agrees it shall post an address sign at the road for the residential units with the addresses 3132, 3134, 3136 and 3138 starting with the most northern unit. 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, Real Estate and Economic Development, and in accordance with the City's Permanent Signs on Private Property By-law No. 2016-326, as amended.

14. Corner Sight Triangle

Prior to registration of this Agreement, the Owner acknowledges and agrees to submit a signed, legal survey, prepared by a qualified Ontario Land Surveyor (OLS), to the City to ensure that the full, unencumbered corner sight triangle measuring **5.0 metres x 5.0 metres** at the intersection of **Woodroffe Avenue and Deerfox Drive**, at no cost to the City. The exact location and area of the corner sight triangle must be determined by legal survey. If the OLS survey

shows that the full corner sight triangle has not been provided, then the Owner(s) must convey the appropriate, unencumbered lands to the City and, at no cost to the City.

If required, the Owner shall provide a reference plan for registration, indicating the corner sight triangle, to the City Surveyor for review prior to its deposit in the Land Registry Office. Such reference plan must be tied to the Horizontal Control Network in accordance with the municipal requirements and guidelines for referencing legal surveys. The Owner acknowledges and agrees to provide an electronic copy of the Transfer and a copy of the deposited reference plan to the City Solicitor prior to the execution of this Agreement by the City. All costs shall be borne by the Owner.

15. Road Widening – Deerfox Drive

Prior to registration of this Agreement, or the issuance of a commence work notification – whichever comes first, the Owner acknowledges and agrees to submit a signed, legal survey, prepared by a qualified Ontario Land Surveyor (OLS), to the City to ensure that the full, **unencumbered** road widening is provided along the Deerfox Drive frontage of the lands, measuring **12 metres** from the existing centerline of pavement/the abutting right-of-way. No proposed services for the subject development may be located within the existing or widened right-of-way. The exact widening must be determined by legal survey at no cost to the City.

The Owner shall provide a reference plan for registration, indicating the widening, to the City Surveyor for review and approval prior to its deposit in the Land Registry Office. Such reference plan must be tied to the Horizontal Control Network in accordance with the municipal requirements and guidelines for referencing legal surveys. The Owner acknowledges and agrees to provide an electronic copy of the Transfer and a copy of the deposited reference plan to the City Solicitor prior to the execution of this Agreement by the City. All costs shall be borne by the Owner.

16. Road Widening – Woodroffe Avenue

Prior to registration of this Agreement, the Owner acknowledges and agrees to submit a signed, legal survey, prepared by a qualified Ontario Land Surveyor (OLS), to the City to ensure that the full road widening is provided along the Woodroffe Avenue frontage of the lands, measuring **18.75 metres** from the existing centerline of pavement/the abutting right-of-way. The exact widening must be determined by legal survey at no cost to the City. If the OLS survey shows that the full right-of-way has not been provided, then the Owner(s) must convey the appropriate, unencumbered road widening lands to the City and, at no cost to the City.

If required, the Owner shall provide a reference plan for registration, indicating the widening, to the City Surveyor for review and approval prior to its deposit in the Land Registry Office. Such reference plan must be tied to the Horizontal Control Network in accordance with the municipal requirements and guidelines for

referencing legal surveys. The Owner acknowledges and agrees to provide an electronic copy of the Transfer and a copy of the deposited reference plan to the City Solicitor prior to the execution of this Agreement by the City. All costs shall be borne by the Owner.

17. Noise Warning Clauses – Residential Units, Interior Noise Levels:

The following warning clause is to be included on all Offers of Purchase and Sale and/or lease agreements for the residential buildings (Building A and Building B): "

"This dwelling unit has been designed with the provision for adding central air conditioning at the occupant's discretion. Installation of central air conditioning by the occupant in low and medium density developments will allow windows and exterior doors to remain closed, thereby ensuring that the indoor sound levels are within the sound level limits of the Municipality and the Ministry of the Environment."

18. Noise Warning Clauses – Residential Units, Exterior Noise Levels:

The following warning clause is to be included on all Offers of Purchase and Sale and/or lease agreements for the residential buildings (Building B):

"The Purchaser/Lessee for himself, his heirs, executors, administrators, successors and assigns acknowledges being advised that noise levels due to increasing roadway/rail/air traffic may be of concern, occasionally interfering with some activities of the dwelling occupants as the outdoor sound level exceeds the City of Ottawa's and the Ministry of the Environment, Conservation and Parks' noise criteria."

19. Noise Warning Clauses – Commercial (Dental Office):

The following warning clause is to be included on all Offers of Purchase and Sale and/or lease agreements for the dental clinic building (Building C):

" This building 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 sound level limits of the Municipality and the Ministry of the Environment."

20. 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 Woodroffe Avenue 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.

21. Geotechnical Investigation

The Owner acknowledges and agrees that it shall retain the services of a geotechnical engineer, licensed in the Province of Ontario, to ensure that the recommendations of the Geotechnical Investigation Report (the "Report"), referenced in Schedule "E" herein, are fully implemented. The Owner further acknowledges and agrees that it shall provide the General Manager, Planning, Infrastructure and Economic Development with confirmation issued by the geotechnical engineer that the Owner has complied with all recommendations and provisions of the Report, prior to construction of the foundation and at the completion of the Works, which confirmation shall be to the satisfaction of the General Manager, Planning, Infrastructure and Economic Development.

22. Stormwater Management Memorandum (Roof Drain)

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.

23. Inlet Control Devices (ICDs)

The Owner acknowledges and agrees to install and maintain in good working order the required both roof-top and in-ground stormwater inlet control devices, as recommended in the approved Site Servicing and Stormwater Management Report, referenced in Schedule "E" herein. The Owner further acknowledges and agrees it shall assume all maintenance and replacement responsibilities in perpetuity. The Owner shall keep all records of inspection and maintenance in perpetuity and shall provide said records to the City upon its request.

24. Protection of City Sewers

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

- (i) obtain a video inspection of the City Sewer System within Deerfox Drive, Woodroffe Ave. and Stoneway Drive 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.

(d) Upon completion of construction on the lands, the Owner shall, at its expense and to the satisfaction of the General Manager, Planning, Infrastructure and Economic Development:

- (i) obtain a video inspection of the existing City Sewer System within Deerfox Drive, Woodroffe Ave. and Stoneway Drive 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 Deerfox Drive, Woodroffe Ave. and Stoneway Drive and compensate the City for the full amount of any required repairs to the City Sewer System.

25. 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.

26. 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.

27. Right of Way Open Cut Excavation, Reinstatement and Settlement

The Owner shall prepare and submit to the General Manager, Planning, Real Estate and Economic Development specific estimates of the quantities and costs of the Right of Way open cut trench excavation, sewers and reinstatement and substantiate same to the General Manager, Planning, Real Estate and Economic Development if requested.

The Owner shall assume all liability for any settlement damage caused to the City Right of Way, Watermains and Sewer System within Deerfox Drive, Woodroffe Ave. and Stoneway Drive and compensate the City for the full amount of any required repairs to the City Right of Way, Watermains and Sewer System. Thus, the securities specifics to the Right of Way Excavation and Reinstatement shall be on hold for 24 months after the completion of the construction, which shall be acceptable to the General Manager, Planning, Real Estate and Economic Development.

28. Remedy for Default of the Right of Way Works

If, in the opinion of the General Manager, Planning, Real Estate and Economic Development;

(a) the Owner fails to install any Works within the time specified in the site plan agreement or at such later time as has been requested by the Owner and approved by the General Manager, Planning, Real Estate and Economic Development in writing;

(b) the Owner, having commenced to install Works, fails to proceed with reasonable speed or fails to install the Works in accordance with the terms of this Agreement;

(c) the Owner executes the Works carelessly or in bad faith, or installs the Works in a faulty manner;

(d) the Owner neglects or fails to remedy, renew or re-perform any Works rejected by the General Manager, Planning, Real Estate and Economic Development as being or having become defective or unsuitable;

(e) the Owner fails to carry out any maintenance required under this Agreement; or

(f) the Owner defaults in any manner in the performance of any of the terms of this Agreement,

The General Manager, Planning, Real Estate and Economic Development shall promptly notify the Owner in writing, of such default, failure, delay or neglect, and if such default, failure, delay or neglect not be rectified at the end of five (5) days after such notice, the General Manager, Planning, Real Estate and Economic Development shall have full authority and power to purchase such materials, tools and machinery and to employ such workers as in its opinion are required for the proper completion of the Works at the cost of the Owner or its surety, or both. The General Manager, Planning, Real Estate and Economic Development, shall be the sole authority as to the extent of the Works required to be completed. If in the opinion of the General Manager, Planning, Real Estate and Economic Development the default, failure, delay or neglect constitutes an emergency situation, the City may complete the Works without prior notice to the Owner.

29. 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.

30. Decommission of Private Well and Septic System

Prior to registration of this Agreement, the Owner acknowledges and agrees to

provide the General Manager, Planning, Infrastructure and Economic Development, such permits as may be required from municipal or provincial authorities to decommission existing on site private well and septic system.

31. 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:

- (e) 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;

32. Water Plant and 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.

33. Recommendation from Utility Circulation

The Owner acknowledges and agrees that, prior to commencing any Work on the subject lands, it shall contact all the agencies and follow all the recommendations from the Utility Circulation to confirm the recommendations has been addressed.

April 27, 2023

A handwritten signature in blue ink, appearing to read 'Lily Xu', is positioned above a horizontal line.

Date

Lily Xu
Manager, Development Review, South
Planning, Real Estate and Economic
Development Department

Enclosure: Site Plan Control Application approval – Supporting Information

SITE PLAN CONTROL APPROVAL APPLICATION SUPPORTING INFORMATION

File Number: D07-12-22-0055

SITE LOCATION

3130 Woodroffe Avenue, and as shown on Document 1.

SYNOPSIS OF APPLICATION

- The site is currently developed with a single-detached dwelling, which is to be demolished.
- The surrounding lands to the west, and to the east across Woodroffe Avenue are developed with low-density residential uses.
- Properties to the north and south along Woodroffe Avenue are larger residential properties that are currently on private services (well and septic) with the zoning in place to permit re-development for local commercial uses once municipal services are extended to the properties.
- The proposal is to develop the lands for a dental clinic, associated surface parking, and 2 pairs of semi-detached residential units (total of 4 new residential units).
- The proposed dental office will be one-storey in height with 19 vehicular parking spaces, including 1 accessible space, and 3 bicycle parking spaces. The two semi-detached units will be located along the western side of the property, backing onto the existing residential rear yards. Each semi-detached dwelling will be 3-storeys in height with a rear yard, front yard and a single driveway leading to a single parking space in the attached garage. Access to both the dentist and residential units will be via a right-in, right-out along Woodroffe Avenue and through an all-way access onto Deerfox Drive, with this drive aisle dividing the dental office from the residential development.
- The proposal also includes the engineering plans and studies to support the extension of the sanitary sewer from Stoneway Drive on the east side of Woodroffe Avenue, under Woodroffe Avenue to provide capacity for the properties at 3112, 3150, 3162 Woodroffe/15 Deerfox as well as 3130 Woodroffe Avenue. After this Site Plan Approval, the City will send the Environmental Compliance Approval (ECA) Application package to the Ministry of the Environment, Conservation and Parks (MECP) for review and approval. The private property owner(s) will then hire a contractor to construct the sanitary extension as per all approved plans and studies and with all appropriate permits, to the satisfaction of the City. All costs associated with the sanitary extension will be borne by the private property owner(s). The City is not involved in these discussions and agreements.

Residential Units and Types

Dwelling Type	Number of Units
Semi-detached	4

Related Applications

N/A

DECISION AND RATIONALE

This application is approved for the following reasons:

- The proposal meets the policies of the Official Plan for Suburban Transect, Minor Corridor Designation and Evolving Neighbourhood Overlay which support a more intensive use of land.
- There are no Secondary Plans or Community Design Plans for this area.
- The application is in conformity with the Zoning By-Law, Local Commercial, Subzone 8 (LC8 H(11)).
- Both the commercial and residential buildings have a modern design, while using stone, wood and glass in traditional red, grey and cream colours.
- Most of the conditions of approval are standard for a smaller development.
- Specific conditions are related to the requirement for municipal services to be extended (as per the proposal) and brought to the property line meeting all City standards and guidelines.
- The proposed site design represents good planning by providing a more intensive use of the land, providing a community service as well as additional housing while providing safe access and adequate soft landscaping and trees.

PARKLAND DEDICATION

Parkland dedication, in accordance with By-law 2022-280, is being satisfied within this approval through the taking of cash-in-lieu of parkland as detailed in the above conditions.

ROAD MODIFICATIONS

None required.

CONSULTATION DETAILS

Councillor's Comments

Councillor Wilson Lo 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.

5 residents provided comments on this application, which are summarized below:

Comment: 2 residents asked for further details and clarification on several issues relating to the site plan, trees, parking, access and noise.

Response: All questions were responded to.

Comment: 1 resident was concerned with the notification that was provided by the City

Response: The resident's concerns were responded to and they were told that proper notification, as per the City Council direction were followed.

Comment: 1 resident questioned why the dental office was proposed when there is a housing shortage.

Response: The resident was informed that the subject property owner is proposing the establishment of a permitted use, which is their legal right.

Comment: 1 resident asked for the contact information for the property developer to discuss a shared fence.

Response: The Applicant was provided the contact information of the neighbouring resident (with the resident's acknowledgement) to discuss the fence situation.

Technical Agency/Public Body Comments

Summary of Comments –Technical

Standard technical comments were received for the development of the subject site at 3130 Woodroffe Avenue and were provided to the Applicant.

The extension of the sanitary service under Woodroffe Avenue involved extensive discussions with City staff and the Applicant that resulted in the approved plans which will soon be sent to the Ministry of the Environment, Conservation and Parks for Environmental Compliance Approval prior to any works in the right-of-way being permitted.

APPLICATION PROCESS TIMELINE STATUS

This Site Plan application was not processed by the On Time Decision Date due to the significant engineering design work required to design the sanitary sewer extension under Woodroffe Avenue.

Contact: Tracey Scaramozzino Tel: 613-325-6976 or e-mail:
tracey.scaramozzino@ottawa.ca

Document 1 – Location Map

