



**SITE PLAN CONTROL APPLICATION
DELEGATED AUTHORITY REPORT
PLANNING, DEVELOPMENT AND BUILDING SERVICES DEPARTMENT**

Site Location: 2666 Tenth Line Road

File No.: D07-12-23-0094

Date of Application: June 23, 2023

This SITE PLAN CONTROL application submitted by Conseil des Ecoles Catholiques Centre-Est (CECCE) is APPROVED as shown on the following plan(s):

1. Site Plan, Drawing No. A001, prepared by Edward J. Cuhaci & Associates Architects Inc., dated September 2022, revision #3 dated 2024/06/11.
2. Site Details, Drawing No. A003, prepared by Edward J. Cuhaci & Associates Architects Inc., dated May 2023, revision #1 dated 2024/02/21.
3. Tree Conservation Report and Landscape Plan, Drawing No. L.1, prepared by James B. Lennox & Associates Inc. Landscape Architects, dated May 2023, revision #10 dated 06/13/2024.
4. Elevations, Drawing No. A200, prepared by Edward J. Cuhaci & Associates Architects Inc., dated January 2022, revision #1 dated 2024/02/21.
5. Notes and Details, Drawing No. C01, prepared by WSP, dated 2023-06-02, revision #7 dated 2024-06-12.
6. Grading Plan, Drawing No. C02, prepared by WSP, dated 2023-06-02, revision #7 dated 2024-06-12.
7. Servicing Plan, Drawing No. C03, prepared by WSP, dated 2023-06-02, revision #7 dated 2024-06-12.
8. Erosion and Sediment Control Plan, Drawing No. C04, prepared by WSP, dated 2023-06-02, revision #7 dated 2024-06-12.
9. Pre-Development Drainage Area Plan, Drawing No. 05, prepared by WSP, dated 2023-06-02, revision #7 dated 2024-06-12.
10. Storm Drainage Area Plan, Drawing No. C06, prepared by WSP, dated 2023-06-02, revision #7 dated 2024-06-12.
11. Roof Drainage Area Plan, Drawing No. C07, prepared by WSP, dated 2023-06-02, revision #7 dated 2024-06-12.

And as detailed in the following report(s):

1. Transportation Impact Assessment, prepared by Dillon Consulting, dated February 2024) – 23-5673.

2. Phase One Environmental Site Assessment, Nouvelle Ecole Élémentaire Catholique du Centre-est (CECCE), prepared by EXP, dated 2022-12-16.
3. Phase Two Environmental Site Assessment, Nouvelle Ecole Élémentaire Catholique du Centre-est (CECCE), prepared by EXP, dated 2023-03-09.
4. Environmental Impact Study for proposed development at 2666 Tenth Line Road, prepared by Kilgour & associates Ltd., dated October 25, 2023.
5. Geotechnical Investigation, prepared by EXP, dated July 14, 2023, revised 2023-10-24.
6. Stationary Noise Assessment: 2666 Tenth Line Road, prepared by Gradient Wind Engineers & Scientists, dated June 28, 2023.
7. Servicing and Stormwater Management Report, prepared by WSP, dated February 16, 2024.

And subject to the following General and Special Conditions:

General Conditions

1. **Registration of Agreement and Building Permit Issuance Within Three Years**

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, complete the conditions to be satisfied prior to the signing of this Agreement, and have the corresponding building permit(s) issued within three years of Site Plan approval, the approval shall lapse.

2. **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, Development and Building Services.

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, Development and Building Services, 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, Development and Building Services.

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, Development and Building Services. 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, Development and Building Services.

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, Development and Building Services, 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, Development and Building Services, the aforesaid Works are proceeding satisfactorily toward completion. The Owner shall obtain the prior consent of the General Manager, Planning, Development and Building Services 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, Development and Building Services, 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.

Special Conditions

9. Road Widening

Prior to registration of this Agreement, the Owner acknowledges and agrees to convey to the City, at no cost to the City, an unencumbered road widening across the complete Tenth Line Road frontage of the lands, measuring 18.75 metres from the existing centreline of pavement/the abutting right-of-way. The exact widening must be determined by legal survey. 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.

10. Conveyance to City of Land for Active Transit Bridge

Prior to registration of this Agreement, the Owner acknowledges and agrees that Part Y on Plan 4R-XXXX (Lands), is to be conveyed to the City. This comprises for the general location of the footings and staging area for construction of the future active transit bridge over McKinnon's Creek, as per the *Mer Bleue Urban Expansion Area 10 Community Design Plan*. The Owner shall provide a Reference Plan for registration, indicating the conveyance lands, 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 conveyance of such lands.

11. 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, Development and Building Services, 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, Development and Building Services, 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 Development and Building Services, may order all Work in the project to be stopped, altered, retested or changed to the satisfaction of the General Manager, Planning, Development and Building Services.

12. **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, Development and Building Services 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, Development and Building Services.

13. **Vibration Monitoring**

The Owner agrees and acknowledges that prior to commencing site alteration or construction that vibration monitoring shall be undertaken by a Professional Engineer licensed in the province of Ontario. Vibration levels shall not exceed those determined by the City and Province to cause damage to adjacent buildings and structures. The Owner shall undertake pre-construction surveys of abutting and proximate properties to validate damage claims or indemnify and save harmless. The Owner agrees to maintain vibration monitoring records during construction, which shall be made available to the General Manager, Planning, Development and Building Service Department upon request. The Owner agrees and acknowledges that the City shall be indemnified from any damage claims resulting from construction activities.

14. **Record of Site Condition**

Prior to the issuance of any building permit, the Owner shall submit to the General Manager, Planning, Development and Building Services, and the Chief Building Official, a Record of Site Condition ("RSC") completed in accordance with the Environmental Protection Act, R.S.O. 1990, c. E.19, O.Reg. 153/04 ("O.Reg. 153/04"), as amended, and such RSC shall be acknowledged by the Ministry of the Environment, Conservation and Parks. The RSC shall confirm that all or part of the site is suitable for the proposed use in accordance with O.Reg. 153/04. The City may issue a building permit on a phased basis to allow for site investigation and remediation activities if permitted by O.Reg. 153/04 which shall be at the sole discretion of the Chief Building Official.

Where available information reveals that contamination extends into a City right-of-way and submission of an RSC is not possible, a building permit may be issued, at the sole discretion of the Chief Building Official, on a phased basis:

where the Owner has executed an off-site management agreement with the City to remediate the right-of-way and the site or;

where the Owner has completed remediation Work on the right-of-way to the satisfaction of the General Manager, Planning, Development and Building Services.

15. **Protection of City Sewers**

- (a) Prior to the issuance of a commence work notification, the Owner shall, at its expense:
 - (i) obtain a video inspection of the existing City Storm Sewer System within Sweetvalley Drive from City MHST82352 to City MHST82360, and of the existing City Sanitary Sewer System within Sweetvalley Drive from City MHSA74762 to City MHSA74764 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, Development and Building Services.
- (b) Upon completion of construction on the lands, the Owner shall, at its expense and to the satisfaction of the General Manager, Planning, Development and Building Services:
 - (i) obtain a video inspection of the existing City Storm Sewer System within Sweetvalley Drive from City MHST82352 to City MHST82360, and of the City Sanitary Sewer System within Sweetvalley Drive from City MHSA74762 to City MHSA74764 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 Systems within Sweetvalley Drive and compensate the City for the full amount of any required repairs to the City Sewer System.

16. **Stormwater Management Memorandum**

Prior to registration of this Agreement, the Owner acknowledges and agrees to provide the General Manager, Planning, Development and Building Services, 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, Development and Building Services, and all associated costs shall be the Owner's responsibility.

17. **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, Development and Building Services 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.

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

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

19. **Water Demand for Fire Fighting**

The Owner acknowledges and agrees that the City’s boundary conditions were provided for the subject development site setting out the available municipal water supply. The Owner further acknowledges and agrees that prior to building permit issuance, a letter shall be prepared by a qualified Building Code professional, licensed in the Province of Ontario, and provided to the General Manager, Planning, Development and Building Services confirming the plans submitted for building permit issuance have incorporated any and all requirements of the Fire Underwriters Survey, 2020, or as amended, to achieve the low construction coefficient used within the proposed building design.

20. **Off-Site Contamination Management Agreement**

The Owner acknowledges and agrees that where contamination emanating from the site and impacting the City’s rights-of-way is discovered during the course of the Works, the Owner shall notify the Manager, Realty Services immediately in writing and agrees to enter into an Off-Site Management Agreement with the City to address the contamination in the rights-of-way. The Owner shall be responsible for all associated costs with the Off-Site Management Agreement, which agreement shall be to the satisfaction of the General Manager, Planning, Development and Building Services.

21. **Water Service**

The Owner acknowledges and agrees that the water service within the lands is a private watermain. The Owner further acknowledges and agrees that the private watermain and appurtenances thereto are to be maintained by the Owner at its own expense, in perpetuity. The Owner performing maintenance on critical infrastructure, such as private watermains and private fire hydrants, shall maintain adequate records as proof of having done so in accordance with applicable regulations, and that the records shall be retained for review by the City and or the Ottawa Fire Services when requested.

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

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

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

23. **Waste Collections**

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.

24. **Site Lighting Certificate**

- (a) In addition to the requirements contained in Clause 19 of Schedule "C" hereto, the Owner acknowledges and agrees, prior to the issuance of a building permit, to provide the City with a certificate from an acceptable professional engineer, licensed in the Province of Ontario, which certificate shall state that the exterior site lighting has been designed to meet the following criteria:
 - (i) it must be designed using only fixtures that meet the criteria for full cut-off (sharp cut-off) classification, as recognized by the Illuminating Engineering Society of North America (IESNA or IES); and
 - (ii) 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, Development and Building Services, 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.

July 22, 2024

Date



Allison Hamlin
Manager (Acting), Development Review All
Wards, Planning, Development and Building
Services Department

Enclosure: Site Plan Control Application approval – Supporting Information

SITE PLAN CONTROL APPROVAL APPLICATION SUPPORTING INFORMATION

File Number: D07-12-23-0094

SITE LOCATION

Part of 2666 Tenth Line Road, and as shown on Document 1.

SYNOPSIS OF APPLICATION

The 1.8-hectare site is located southwest of Tenth Line Road and Sweetvalley Drive and is owned by Conseil des écoles catholiques du Centre-Est (CECCE). McKinnon's Creek is on the west side of the subject site. The subject site has approximately 100 metres of frontage along Tenth Line Road and 200 metres on Sweetvalley Drive, as shown on Document 1.

The subject site was created by a Consent application D08-01-23/B-00019 and currently includes a detached dwelling and accessory building. Immediately north of the site is a residential subdivision. To the west of McKinnon's Creek are the retained and remainder of the lands known as 2666 Tenth Line Road. These lands, as well as lands southwest of McKinnon's Creek, are owned by Claridge Homes and are subject to a draft plan of subdivision application (File No. D07-16-22-0011). Abutting the property to the south is a residential parcel located at 2680 Tenth Line Road. To the east is a residential subdivision known as Avalon, as well as vacant lands held for future residential development.

The site plan control proposal is for a L-shaped two-storey elementary school will front onto Sweetvalley Drive and Tenth Line Road to serve as a "gateway" property to the surrounding neighbourhood. The school's main entrance, daycare entrance, bicycle parking areas, and surface parking lot are accessed from Sweetvalley Drive. A bus lay-by is proposed north of the multi-use pathway on Sweetvalley Drive and has a Road Modification Approval (File No. RMA-2024-TPD-027) process underway.

A daycare yard is located between the school and parking lot, with a community plaza, playground, and outdoor classroom area located behind the school in the interior yard. The sports field is located at the rear of the site, adjacent to McKinnon's Creek. A future garden plot is also proposed for the southern-most portion of the site. The yard abutting Tenth Line Road, to the south of the school building, is allotted for up to eight future portable classrooms.

Related Applications

The following applications are related to this proposed development:

- Zoning By-law Amendment File# D02-02-23-0027
- Severance/Consent File# D08-01-23/B-00019

DECISION AND RATIONALE

This application is approved for the following reasons:

- The proposal conforms with the Official Plan
- The proposal conforms with the Mer Bleue Urban Expansion Area 10 Community Design Plan
- The proposal is in conformity with the Zoning By-law
- The proposal has adequate servicing capacity
- The proposal represents good site design and planning.

PARKLAND DEDICATION

Parkland dedication, in accordance with By-law 2022-280, is not applicable to this development.

ROAD MODIFICATIONS

There are road modifications associated with this site plan control application. The Road Modification Report is to be finalized by Transportation Engineering Services (TES) team. File No. is RMA-2024-TPD-027.

CONSULTATION DETAILS

Councillor's Comments

Councillor Catherine Kitts is aware of the application related to this report.

Public Comments

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

APPLICATION PROCESS TIMELINE STATUS

This Site Plan application was not processed by the On Time Decision Date due to the complexity of review associated with the slopes and environmental concerns along McKinnon's Creek, the location for the pathway, determination of the developable limit and the severance process.

Contact: Shoma Murshid Tel: 613-580-2424, ext. 15430 or e-mail: Shoma.Murshid@ottawa.ca

Document 1 – Location Map



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

D07-12-23-0094

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REVISION / RÉVISION - 2023 / 12 / 04



Part of / partie de
2666 chemin Tenth Line Road



NOT TO SCALE