



**SITE PLAN CONTROL APPROVAL APPLICATION
DELEGATED AUTHORITY REPORT
MANAGER, DEVELOPMENT REVIEW, URBAN SERVICES**

Site Location: 278 - 280 O'Connor Street and 347 Gilmour Street

File No.: D07-12-19-0146

Date of Application: August 21, 2019

This SITE PLAN CONTROL application submitted by Kayla Blakely, Novatech Engineers, Planners & Landscape Architects, on behalf of Polo IV Properties Inc., is APPROVED as shown on the following plan(s):

1. **Site Plan**, Sheet No. SP-1, prepared by M. David Blakely Architects Inc., revision 8, dated October 22, 2020.
2. **Underground Parking**, Sheet No. A150, prepared by M. David Blakely Architects Inc., revision 6, dated October 22, 2020.
3. **Roof Plan**, Sheet No. A157, prepared by M. David Blakely Architects Inc., revision 6, dated October 22, 2020.
4. **Landscape Plan**, Drawing No. 118074-L1, prepared by Novatech Engineers, Planners & Landscape Architects, revision 7, dated January 22, 2021.
5. **General Plan of Services**, drawing number 118074-GP, prepared by Novatech Engineering Consultants Ltd., revision 6, dated November 11, 2020.
6. **Grading and Erosion & Sediment Control Plan**, drawing number 118074-GR, prepared by Novatech Engineering Consultants Ltd., Revision 6, dated Nov 11, 2020.

And as detailed in the following report(s):

1. **Development Servicing Study and Storm Water Management Report**, prepared by Novatech Engineering Consultants Ltd., Consultant's project #118074, Revised Nov 11, 2020.

2. **Geotechnical Investigation**, prepared by Paterson Group, dated August 1, 2019.
3. **Environmental Noise Control Study**, prepared by Paterson Group, dated July 29, 2019.
4. **Phase One Environmental Site Assessment**, prepared by Paterson Group, Dated June 28, 2019.

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

Standard Conditions

1. **Site Plan Development Agreement**

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. **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 Department.

3. **Designated Substance Survey**

Prior to demolition of the existing building on the subject lands, the Owner shall submit the findings and recommendations for the proper handling and disposal of waste as identified in a designated substances survey, to the City. Such survey shall be to the satisfaction of the General Manager, Planning, Infrastructure and Economic Development Department and be in accordance with best management practices. The survey shall address but not be limited to:

- (a) *Asbestos on Construction Projects. (O.Reg 278/05);*
- (b) *Lead on Construction Projects (ISBN 0-7794-6774-4) made under the Occupational Health and Safety Act, R.S.O. 1990, c.O.1, as amended;*
- (c) *Registration Guidance Manual for Generators of Liquid Industrial and Hazardous Waste. (O.Reg 347);*
- (d) *Proposed Regulation Respecting Lead on Construction Projects made under the Occupational Health and Safety Act, R.S.O. 1990, c.01.1, as amended;*
and
- (e) *Waste Management – PCBs. (O.Reg 362)*

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 approved drawings of a design professional, such drawings to be approved by the General Manager, Planning, Infrastructure and Economic Development Department.

5. **Construction of Internal Walkways**

The Owner acknowledges and agrees to 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 Department.

6. **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.

7. **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 Department. Such sidewalk(s) shall be constructed to City Standards.

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, Infrastructure and Economic Development.

9. **Reinstatement of City Property**

The Owner shall reinstate, at its expense and to the satisfaction of the General Manager, Planning, Infrastructure and Economic Development Department, any property of the City, including, but not limited to, sidewalks, curbs and boulevards, which is damaged as a result of the subject development.

10. **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 Department.

11. **Completion of Works**

The Owner Acknowledges and Agrees that no building will be occupied on the lands, nor will the Owner convey title to any building 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 Department, 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. Provided that notwithstanding the non-completion of the foregoing Works, conveyance and/or occupancy of a lot or structure may otherwise be permitted, if in the sole opinion of the General Manager, Planning, Infrastructure and Economic Development Department, the aforesaid Works are proceeding satisfactorily toward completion. The consent of the General Manager, Planning, Infrastructure and Economic Development Department for such conveyance and/or occupancy shall be obtained in writing by the Owner.

12. **On-Site Parking**

The following provision shall be included in any lease, rental agreement, sublet agreement, condominium agreement and/or Agreement of Purchase and Sale governing all or part of the building:

“The purchaser, tenant or sublessee acknowledges the unit being rented/sold may not be provided with any on-site parking. Should a tenant/purchaser have a vehicle for which they wish to have parking, that alternative and lawful arrangements may need to be made to accommodate their parking need at an alternative location. The Purchaser/Tenant/Sublessee acknowledges that the availability and regulations governing on-street parking vary; that access to on-street parking, including through residential on-street parking permits issued by the City cannot be guaranteed now or in the future; and that a purchaser, tenant or sublessee intending to rely on on-street parking for their vehicle or vehicles does so at their own risk.”

15. **Exterior Lighting**

All exterior lighting proposed for the subject lands shall be installed only in the locations and in accordance with specifications shown on the approved plans referenced herein unless otherwise approved in writing by the General Manager, Planning, Infrastructure and Economic Development Department. Sharp cut-off

fixtures or in exceptional circumstances only, an alternative fixture design approved by the General Manager, Planning, Infrastructure and Economic Development Department, shall be used to minimize possible lighting glare onto adjacent properties. It is noted that exterior lighting includes exterior building lighting.

Special Conditions

1. 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 O'Connor Street frontage of the lands, measuring 10 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 Clerk and Solicitor prior to the execution of this Agreement by the City. All costs shall be borne by the Owner.

2. 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.

3. Noise Study

The Owner agrees to prepare and implement a noise study in compliance with the City of Ottawa Environmental Noise Control Guidelines to the satisfaction of the General Manager, Planning, Infrastructure and Economic Development Department. The Owner shall implement the noise control attenuation measures recommended in the approved noise study.

4. Certification Letter for Noise Control Measures

The Owner acknowledges and agrees that upon completion of the development and prior to occupancy and/or final building inspection, it shall retain a Professional Engineer, licensed in the Province of Ontario with expertise in the subject of acoustics related to land use planning, to visit the lands, inspect the installed noise control measures and satisfy himself that the installed recommended interior noise control measures comply with the measures in the

Traffic Noise Assessment referenced in Schedule “E” hereto, as approved by the City and/or the approval agencies and authorities (The Ministry of the Environment, Conservation and Parks) or noise thresholds identified in the City’s Environmental Noise Control Guidelines. The Professional Engineer shall prepare a letter to the General Manager, Planning, Infrastructure and Economic Development (the “Certification Letter”) stating that he certifies acoustical compliance with all requirements of the applicable conditions in this Agreement, to the satisfaction of the General Manager, Planning, Infrastructure and Economic Development.

The Certification Letter shall be unconditional and shall address all requirements as well as all relevant information relating to the development, including project name, lot numbers, building identification, drawing numbers, noise study report number, dates of relevant documents and in particular reference to the documents used for the building permits and site grading applications. The Certification Letter(s) shall bear the certification stamp of a Professional Engineer, licensed in the Province of Ontario, and shall be signed by said Professional Engineer, and shall be based on the following matters:

- Actual site visits, inspection, testing and actual sound level readings at the receptors;
- Previously approved Detailed Noise Control Studies, Site Plan and relevant approved Certification Letters (C of A) or Noise thresholds of the City’s Environmental Noise Control Guidelines; and
- Non-conditional final approval for release for occupancy.

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

5. **Noise Control Attenuation Measures**

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

- (a) each unit is to be equipped with central air conditioning;
- (b) each unit is to be fitted with a forced air heating system and ducting, and shall be sized to accommodate central air conditioning;
- (c) further to subsection (b) above, the location and installation of any outdoor air conditioning device(s) shall comply with the noise criteria of the Ministry of the Environment, Conservation and Parks’ Publication NPC-216 entitled

Environmental Noise Guidelines for Installation of Residential Air Conditioning Devices, dated September 1994, as amended, in order to minimize the noise impacts both on and off the immediate vicinity of the subject lands.

- (d) prior to the issuance of a building permit, a review of building components (windows, walls, doors) is required and must be designed to achieve indoor sound levels within the City's and the Ministry of the Environment, Conservation and Parks' noise criteria;
- (e) notice respecting noise shall be registered against the lands, at no cost to the City, and a warning clause shall be included in all agreements of purchase and sale or lease agreements, as detailed in the below paragraph.

Notice on Title – Noise Control Attenuation Measures

The Owner, or any subsequent owner of the whole or any part of the subject lands, acknowledges and agrees that all agreements of purchase and sale or lease agreements shall contain the following clauses, which shall be covenants running with the subject lands:

Type D – Central Air Conditioning

“The Purchaser/Lessee for himself, his heirs, executors, administrators, successors and assigns acknowledges being advised that this dwelling unit has been supplied with a central air conditioning system which will allow windows and exterior doors to remain closed, thereby ensuring that the indoor sound levels are within the City of Ottawa's and the Ministry of the Environment, Conservation and Parks' noise criteria.”

Ending Paragraph

“The Purchaser/Lessee covenants with the Vendor/Lessor that the above clauses, verbatim, shall be included in all subsequent agreements of purchase and sale, and lease agreements for the lands described herein, which covenant shall run with the said lands.”

6. Geotechnical Investigation

The Owner acknowledges and agrees that it shall retain the services of a geotechnical engineer, licensed in the Province of Ontario, to ensure that the recommendations of the Geotechnical Investigation 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.

7. **Below Grade Parking Area and Depressed Driveways**

The Owner acknowledges and agrees that during major storm events, depressed driveways and below grade parking areas may be subject to flooding due to drainage from the road allowance. The Owner further acknowledges and agrees that the City shall not take responsibility for flooding claims. The Owner further acknowledges that it is recommended that backwater valves be installed on catch basins located in depressed driveways.

The Owner acknowledges and agrees that a notice-on-title respecting below grade parking areas and depressed driveways shall be registered on title to the subject lands, at the Owner's expense, and a warning clause shall be included in all agreements of purchase and sale and lease agreements.

8. **Notices on Title – All Units (Below Grade Parking and Depressed Driveways)**

The Owner, or any subsequent owner of the whole or any part of the subject lands, acknowledges and agrees that all agreements of purchase and sale or lease agreements shall contain the following clauses, which shall be covenants running with the subject lands:

"The Purchaser/Lessee for himself, his heirs, executors, administrators, successors and assigns acknowledges being advised that during major storm events, depressed driveways and below grade parking areas may be subject to flooding due to drainage from the road allowance. The Purchaser/Lessee further acknowledges being advised that the City of Ottawa shall not be liable for flooding claims. Backwater valves are recommended for installation on catch basins located in depressed driveways."

"The Purchaser/Lessee covenants with the Vendor/Lessor that the above clauses, verbatim, shall be included in all subsequent agreements of purchase and sale, and lease agreements for the lands described herein, which covenant shall run with the said lands."

9. **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.

10. 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.

11. Cash in Lieu of Parkland

Upon execution of the Site Plan Agreement, the Owner shall pay cash-in-lieu of parkland in the amount referenced in Schedule "B". The Owner shall also pay the parkland appraisal fee of \$500.00 plus H.S.T. of \$65.00. Pursuant to the City's Parkland Dedication By-law, being By-law No. 2009-95, as amended, 40% of said funds collected shall be directed to City wide funds, and 60% shall be directed to Ward 14 funds.

12. Maintenance and Liability Agreement

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

13. 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 General Plan of Services, drawing number 118074-GP, prepared by Novatech Engineering Consultants Ltd., revision 6, dated November 11, 2020, 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.

14. 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 Department, 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 Department, 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 Department, 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 Department.

15. 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.

16. 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.

17. Waste and Recycling Collection

Residential Units

The Owner acknowledges and agrees that the City will provide waste and recycling collection, and carts (and/or containers) for the residential units. The Owner shall provide an adequate storage room or space for waste and recycling carts (and/or containers). The Owner acknowledges and agrees that it is recommended that the carts and containers be placed on a concrete floor. The Owner shall provide an adequate constructed road access to the waste/recycling storage room or area suitable for waste/recycling vehicles as direct access to the carts and containers is required. The Owner acknowledges and agrees that any additional services (i.e. winching of containers) may result in extra charges.

18. Notice on Title – Residential and Recycling Collection

The Purchaser/Lessee for himself, his heirs, executors, administrators, successors and assigns acknowledge being advised that the City will provide waste collection and recycling collection, carts (and/or containers), for the residential units, at the Owner's expense.

The Owner acknowledges and agrees to install a depressed curb at the entrance to the garbage enclosure to facilitate access to the waste and recycling containers, to the satisfaction of the Manager, Solid Waste Services.

19. Tree Protection

The Owner acknowledges and agrees that all trees to be retained, as shown on the approved Landscape Plan, Dwg No. 118074-L1, prepared by Novatech Engineers, Planners & Landscape Architects, Rev. 7, dated January 22, 2021, 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) Do not place any material or equipment within the CRZ of the tree;
- (c) Do not attach any signs, notices or posters to any tree;
- (d) Do not raise or lower the existing grade within the CRZ without the approval of the General Manager, Planning, Infrastructure and Economic Development Department;
- (e) Tunnel or bore when digging within the CRZ of a tree;
- (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.

20. Tree Permit

When a tree permit and/or a tree conservation report will be required:

The Owner acknowledges and agrees that any trees to be removed shall be removed in accordance with the approved Tree Permit and/or the Landscape Plan referenced in Schedule "E" hereto, and in accordance with the City's Urban Tree Conservation By-law, being By-Law No. 2009-200, as amended. The Owner further agrees that a copy of the approved Tree Permit and/or Landscape Plan shall be posted on the construction site at all times until Approval is granted by the City for such Works (or during tree removal, grading, construction, and any other site alteration activities).

February 19, 2021

Date



Douglas James
Manager, 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: D07-12-19-0146

SITE LOCATION

278 - 280 O'Connor Street and 347 Gilmour Street.

SYNOPSIS OF APPLICATION

The subject site is located within the Centretown Neighbourhood, more specifically on the west side of O'Connor Street, between Gilmour Street and MacLauren Street. The corner site is currently occupied by two, two-and-a-half-storey apartment buildings, with rear-yard parking. The subject site has 33.23 m of frontage on O'Connor Street and a depth of 48.61 m of frontage on Gilmour Street with a lot area of 1615 m².

The proposed development consists of a six-storey, mid-rise apartment dwelling to be integrated with portions of the two existing two-and-a-half-storey heritage buildings fronting onto O'Connor Street. The existing two-storey house at 347 Gilmour Street is proposed to be demolished. The new development, together with the renovated portions of the existing buildings, will contain a total of 68 residential units. A total of 29 vehicular parking spaces and 53 bicycle parking spaces will be provided below-grade. An additional four bicycle parking spaces will be provided at-grade for visitors. Access to the below-grade parking will be from Gilmour Street. Two communal amenity areas will be provided: 89.36 square metres at-grade at the northwest corner of the site, and 55.89 square metres on the rooftop.

DECISION AND RATIONALE

This application is approved for the following reasons:

- The site is designated General Urban Area in the Official Plan. This designation permits the development of a full range and choice of housing types to meet the needs of all ages.

- The site is located within the Central Character Area of the Centretown Secondary Plan, which includes a number of land use designations. The site is partly within the Residential Mixed-Use designation and partly within the Residential designation. The Residential Mixed-Use designation permits stand-alone residential uses ranging from detached to apartment dwellings, in addition to locally oriented commercial uses. The Residential designation is intended to reflect areas of uniform low-rise residential uses commonly observed within the outlying Residential Character Areas.
- The subject site is zoned R5B [2650] H(22) - Residential Fifth Density Zone with an exception and a maximum building height of 22.0 metres, which allows for a mid-rise apartment.
- Staff are of the opinion that the proposed development provides a sensitive design approach that achieves a desired and compatible built form for the area. The proposed development will also contribute to ensure a full range and choice of housing types in proximity to transit.

CONSULTATION DETAILS

Councillor McKenney concurs with staff recommendation for approval.

Public Comments

Summary of Comments - Public

Comment:

Local residents and community association representatives expressed their concerns with the proposed six storeys as it would create a precedent for future development throughout the area.

Response:

The proposed design is sensitive to its context as it provides several setbacks at different levels.

Comment:

The proposed built form is not in keeping with the character of the existing heritage houses across Gilmour Street.

Response:

The incremental increases in building height will ensure proper height transition from a north-south perspective and an east-west perspective. The use of lighter

materials and glazing on the upper storeys, and generous articulation will also contribute to minimize the perceived mass. Brick will be used for the first four(4) storeys and generous articulation will also be provided along Gilmour Street to respect the scale and rhythm of the streetscape.

Comment:

The proposed development should maintain as much greenery as possible.

Response:

The mature trees along O'Connor Street will be preserved.

Technical Agency/Public Body Comments

No concerns were raised.

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 workload.

Contact: Steve Gauthier Tel: 613-580-2424, ext.27889, fax 613-580-2576 or e-mail: steve.gauthier@ottawa.ca