

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

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Site Location: 4791 Bank Street

File No.: D07-12-20-0015

Date of Application: February 18, 2020

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This SITE PLAN CONTROL application submitted by Christa Jones, Urbandale, on behalf of Urbandale, is APPROVED as shown on the following plan(s):

1. **Cowan's Grove Site Plan**, A-101, prepared by IBI Group, dated 2020/05/11, Revision 4, 2021/07/05.
2. **Landscape Plan**, L-01, prepared by Ruhland & Associates, dated Sep. 01/20, Revision 3, dated Jul 09/21.
3. **Landscape Plant List & Details**, L-02, prepared by Ruhland & Associates, dated Sep. 01/20, Revision 3, dated Jul 09/21.
4. **General Plan of Services**, C-001, prepared by IBI Group, dated 2020-02-13, Revision 6, dated 2021-07-08.
5. **Details and Notes**, C-010, prepared by IBI Group, dated, 2020-02-13, Revision 6, dated 2021-07-08.
6. **Grading Plan**, C-200, prepared by IBI Group, dated, 2020-02-13, Revision 6, dated 2021-07-08.
7. **Sanitary Drainage Area Plan**, C-400, prepared by IBI Group, dated, 2020-02-13, Revision 6, dated 2021-07-08.
8. **Storm Drainage Area Plan**, C-500, prepared by IBI Group, dated, 2020-02-13, Revision 6, dated 2021-07-08.
9. **Ponding Plan**, C-600, prepared by IBI Group, dated, 2020-02-13, Revision 6, dated 2021-07-08.
10. **Erosion and Sedimentation Plan**, C-900, prepared by IBI Group, dated, 2020-02-13, Revision 6, dated 2021-07-08.
11. **Typical Interior Unit Balcony/Terrace Plans**, Drawings 1-4, prepared by IBI Group, dated, 2020-02-13, Revision 6, dated 2021-07-08.

12. **Interior Bicycle Storage**, SK1, prepared by Urbandale Construction Ltd., dated March 5, 2021.
13. **Locale Flats Phase 1 – Waste Management Room**, Drawings A01-A09, prepared by Urbandale Construction Ltd., dated Oct. 10, 2020.
14. **Locale Flats Phase 2 – Waste Management Room**, Drawings A01-A09, prepared by Urbandale Construction Ltd., dated Oct. 10, 2020.
15. **Electrical Site Lighting Plan**, SP-E1, prepared by JRP Engineering Professional Engineers, dated Dec. 20, 2019, Revision 1, dated Aug. 17, 2020.
16. **Jazz Lite Elevation Drawings**, Drawings ~~4-22~~15-18, prepared by Urbandale Construction Ltd., dated June 5, 2019.

And as detailed in the following report(s):

1. **Design Brief – Cowan’s Grove Mid Density 4791 Bank Street Leitrim Development Area**, IBI Group, dated February 13, 2020, Revision 1, dated April 2021.
2. **Geotechnical Investigation – Proposed Residential Development Kellam Lands, Ottawa, Ontario**, Golder Associates, dated December, 2013.
3. **Geotechnical Report Review and Update Technical Memorandum, Proposed Residential Development – Locale Flats**, Golder Associates, dated August 14, 2020.
4. **Grade Raise Review Technical Memorandum, Proposed Residential Development – Cowan's Grove Locale Flats**, Golder Associates, dated May 7, 2021.
5. **Environmental Noise Impact Assessment, Cowan’s Grove Mid-Density Residential Block**, IBI Group, January 2021.
6. **Cowan’s Grove Locale Flats Site Lighting Plan Letter**, JRP Engineering Professional Engineers, August 25, 2020.
7. **Transportation Impact Assessment – Final Report, Cowan’s Grove Mid-Density Residential Block – 4791 Bank Street**, IBI Group, August 17, 2020.

And subject to the following General and Special Conditions:

## **General Conditions**

### **1. Execution of Agreement Within One Year**

The Owner shall enter into this Site Plan Control Agreement, including all standard and special conditions, financial and otherwise, as required by the City. In the event that the Owner fails to sign this Agreement and complete the conditions to be satisfied prior to the signing of this Agreement within one (1) year of Site Plan approval, the approval shall lapse.

2. **Permits**

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

3. **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, Infrastructure and Economic Development.

4. **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.

5. **Reinstatement of City Property**

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

6. **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.

7. **Construct Sidewalks**

The Owner shall design and construct sidewalk(s) within public rights-of-way on Longworth Avenue or on other City owned lands to provide a pedestrian connection from or to the site as may be determined by the General Manager, Planning, Infrastructure and Economic Development. Such sidewalk(s) shall be constructed to City Standards.

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. **Completion of Works**

The Owner acknowledges and agrees that no new building will be occupied on the lands until all requirements with respect to completion of the Works as

identified in this Agreement have been carried out and received Approval by the General Manager, Planning, Infrastructure and Economic Development, including the installation of municipal numbering provided in a permanent location visible during both day and night and the installation of any street name sign on relevant streets. Notwithstanding the non-completion of the foregoing Works, occupancy of a lot or structure may otherwise be permitted, if in the sole opinion of the General Manager, Planning, Infrastructure and Economic Development, the aforesaid Works are proceeding satisfactorily toward completion. The Owner shall obtain the prior consent of the General Manager, Planning, Infrastructure and Economic Development for such occupancy in writing.

Until all requirements with respect to completion of the Works as identified in this Agreement have been carried out and received Approval by the General Manager, Planning, Infrastructure and Economic Development, the Owner shall give notice to the City of a proposed conveyance of title to any building at least thirty (30) days prior to any such conveyance. No conveyance of title to any building shall be effective unless the Owner has complied with this provision.

Nothing in this clause shall be construed as prohibiting or preventing the approval of a consent for severance and conveyance for the purposes of obtaining financing.

10. **Development Charges**

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

**Special Conditions**

11. **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.

12. **Transportation Study/Brief**

The Owner has undertaken a Transportation Impact Assessment for this site, which is referenced in Schedule "E" herein, to determine the infrastructure and programs needed to mitigate the impact of the proposed development on the local transportation network and to establish the site design features needed to support system-wide transportation objectives. The Owner shall ensure that the recommendations of the Transportation Impact Assessment, are fully implemented, to the satisfaction of the General Manager, Planning, Infrastructure and Economic Development.

13. **Permanent Encroachment Agreement**

The Owner acknowledges and agrees to enter into a permanent Encroachment Agreement to permit the encroachment of the walkway extension connecting the pathway on the northern property line to the sidewalk along Bank Street within the City's Bank Street right-of-way. The Owner shall, at its expense, provide a reference plan for registration, indicating the approved encroachments, and the Owner shall submit the draft reference plan to the City's Surveyor for review and approval prior to its deposit in the Land Registry Office. The Owner further acknowledges and agrees that the cost of preparation and registration of the Encroachment Agreement will be borne by the Owner.

14. **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 – Uncontrolled Intersections" 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.

15. **Private Access**

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

16. **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.

17. **Certification Letter for Noise Control Measures**

- (a) 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 Environmental Noise Impact Assessment Study 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.

- (b) 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:
  - (i) Actual site visits, inspection, testing and actual sound level readings at the receptors;
  - (ii) 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
  - (iii) Non-conditional final approval for release for occupancy.
- (c) 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.

18. **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) Block 1 (all units) and Block 2 (all units) are to be equipped with central air conditioning;
- (b) Block 3 (units 1, 2 & 3), Block 6 (units 1, 2 & 3), Block 7 (all units) are 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) For Block 1 (all units), Block 2 (all units) 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 paragraph 11 below.

19. **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 C – Forced Air Heating System and Ducting

“The Purchaser/Lessee for himself, his heirs, executors, administrators, successors and assigns acknowledges being advised that this dwelling unit has been fitted with a forced air heating system and the ducting, etc. was sized to accommodate central air conditioning. Installation of central air conditioning by the Purchaser/Lessee 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.”

“The Purchaser/Lessee for himself, his heirs, executors, administrators, successors and assigns acknowledges and agrees it shall identify the location and install any outdoor air conditioning device(s) so as to 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.”

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.”

20. **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.

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

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

22. **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.

23. **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.

24. **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.



25. **Water Plant**

The Owner acknowledges and agrees that the water plant 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.

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

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

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

27. **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.

28. **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.

29. **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 Bank Street 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.

30. **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.

31. **Waste and Recycling Collection (Standard Collection)**

- (a) Residential Units

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

32. **Cash In Lieu of Parkland Dedication**

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 20 such value of the land to be determined by the City's Realty Services Branch, to the satisfaction of the General Manager, Recreation, Cultural and Facility Services. A land area of 0.060 ha has been calculated for the cash-in-lieu of parkland dedication requirement based on the rates established for residential development in the Planning Act and the Parkland Dedication By-law. In the event that there is a change in the number of proposed dwelling units and/or a change in the land area of the site being developed, the cash-in-lieu of parkland dedication requirement may also change. The land area corresponding with the cash-in-lieu of parkland payment has been calculated as follows:

- Stacked townhouses: 99 stacked townhouses x 1 ha per 500 dwelling units = 0.198 ha
- Less previously proposed apartments as per Cowan's Grove Subdivision Agreement (File No. D07-16-13-0035): 1.38 ha x 10% = 0.138 ha
- Net cash-in-lieu of parkland dedication requirement: 0.198 ha – 0.138 ha = 0.060 ha

The cash-in-lieu of parkland dedication shall be directed 60% towards the Ward 20 cash-in-lieu of parkland reserve and 40% towards the City-wide cash-in-lieu of parkland reserve. The Owner further agrees to pay the cost of preparing a land valuation appraisal. The value of the land shall be determined in accordance with Subsection 42 (6.4) of the Planning Act.

33. **Street Name and Signs**

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

with the City's Municipal Addressing By-law 2014-78, as amended, for any private road within the area controlled by this Agreement and the approved Site Plan, referenced in Schedule "E" herein.

- (c) The Owner acknowledges and agrees it shall, at its own expense, make arrangements for the City to provide, install, and maintain all permanent street name signs, in accordance with the City's Municipal Addressing By-law 2014-78, as amended, and to City Specifications or Standards.

34. **Installation of Signs on Private Property**

The Owner acknowledges and agrees that, prior to installation of any signage on the lands, it shall obtain approval from the Chief Building Official, Building Code Services, and the General Manager, Planning, Infrastructure and Economic Development, which signage shall be in accordance with the City's Permanent Signs on Private Property By-law No. 2016-326, as amended.

35. **Hydro Ottawa Limited – Medium Voltage Underground Lines**

The Owner acknowledges and agrees that there are existing underground medium voltage lines entering the property from Bank Street and extending throughout the property line, and the following conditions shall apply:

- (a) The Owner shall arrange for, or ensure its contractors arrange for, an underground electricity cable locate by contacting Ontario One Call, a minimum of seven (7) working days prior to excavating. The Owner acknowledges and agrees that there shall be no mechanical excavation within 1.5 metres of Hydro Ottawa Limited's underground plant unless the exact position of the plant is determined by hand digging methods. Direct supervision by Hydro Ottawa Limited personnel and protection and support of the underground assets shall be at the Owner's expense. The Owner agrees not to use steel curb and sidewalk form support pins in the vicinity of Hydro Ottawa Limited's underground plant for electrical safety; and
- (b) The Owner acknowledges and agrees that the proposed grade change near the Hydro Ottawa Limited facilities is no more than 0.3 metres. Hydro Ottawa Limited prohibits any change of grade that results in reduced life expectancy of the asset. Any change in grade of more than 0.3 meters in the vicinity of proposed or existing electric utility equipment shall be reviewed with Hydro Ottawa Limited; and
- (c) The Owner shall ensure that planting or permanent structures are not placed within the clearance areas around padmounted equipment as shown in Hydro Ottawa Limited Drawing No. UTS0038, titled "Clearances from Padmounted Equipment".

36. **Hydro Ottawa Limited – Cable Locate**

The Owner acknowledges and agrees that it and/or its agents shall arrange for an underground electricity cable locate by contacting Ontario One Call no less than seven (7) working days prior to excavation. The Owner further acknowledges and

agrees that there shall be no mechanical excavation within 1.5 metres of any Hydro Ottawa Limited underground plant unless the exact position of said plant is determined by hand digging methods. Direct supervision by qualified Hydro Ottawa Limited personnel, including protection and/or support of the underground electrical distribution assets and equipment appurtenant thereto, shall be at the Owner's own expense.

37. **Hydro Ottawa Limited - Safety Measures**

The Owner acknowledges and agrees it shall not use steel curb and sidewalk form support pins in the vicinity of any Hydro Ottawa Limited underground plant to ensure electrical safety.

38. **Hydro Ottawa Limited – Relocation**

The Owner acknowledges and agrees it shall be responsible for all costs for feasible relocations, protection or encasement of any existing Hydro Ottawa Limited plant and/or asset.

39. **Hydro Ottawa Limited – Encroachment**

The Owner acknowledges and agrees that it shall ensure that any landscaping or surface finishing will not encroach into the existing or proposed Hydro Ottawa Limited overhead or underground assets or easement. When proposing to plant in the proximity of existing power lines, the Owner shall refer to Hydro Ottawa Limited's free publication Tree Planting Advice. The Owner acknowledges and agrees to ensure that the shrubs and tree locations and expected growth will be considered. If any Hydro Ottawa Limited related activity requires the trimming, cutting or removal of vegetation, or removal of other landscaping or surface finishing, the activity and the re-instatement shall be at the Owner's expense.

40. **Hydro Ottawa Limited – Easements**

The Owner acknowledges and agrees to convey any such easement deemed necessary by Hydro Ottawa Limited, depending on the electrical servicing design, at the Owner's own expense and to the satisfaction of Hydro Ottawa Limited.

41. **Hydro Ottawa Limited – Removal**

The Owner acknowledges and agrees it shall contact Hydro Ottawa Limited to arrange for disconnecting the service from the distribution system and removal of all Hydro Ottawa Limited assets at least ten business days prior to demolition or removal of the serviced structure.

42. **Hydro Ottawa Limited – Electrical Servicing Agreement**

The Owner acknowledges and agrees that it may be required to enter into an Electrical Servicing Agreement with Hydro Ottawa Limited, incorporating such terms and conditions as Hydro Ottawa Limited deems appropriate.

43. **Hydro Ottawa Limited – Conditions of Service**

The Owner shall comply with Hydro Ottawa Limited's Conditions of Service, as amended, and shall consult with Hydro Ottawa Limited regarding the servicing terms prior to commencing engineering designs in order to ensure compliance with all Hydro Ottawa Limited standards and guidelines.

44. **Hydro Ottawa Limited – Non-Conformance**

The Owner acknowledges and agrees that Hydro Ottawa Limited reserves the right to raise conditions throughout the performance of the Works, should any revisions to the development contain non-conformances with Hydro Ottawa Limited's Conditions of Service or Standards.

45. **Hydro Ottawa Limited – Changes to Electrical Servicing**

The Owner acknowledges and agrees to contact Hydro Ottawa Limited if the electrical servicing for the site is to change in location or in size. The Owner further acknowledges and agrees to provide a load summary for the technical evaluation of Hydro Ottawa Limited's requirements.

46. **Hydro Ottawa Limited – Development Costs**

The Owner acknowledges and agrees it shall be responsible for all costs for feasible relocations, protection or encasement of any existing Hydro Ottawa Limited plant and/or asset.

47. **Hydro Ottawa Limited – Service Entrance Requirement**

The Owner acknowledges and agrees it shall be responsible for servicing the buildings within the subject lands. The Owner further acknowledges and agrees that only one service entrance per site shall be permitted by Hydro Ottawa Limited.

48. **Access Easement to City**

The Owner acknowledges and agrees it shall grant to the City, at the Owner's expense, a Blanket Easement over the lands, with the right and licence of free, uninterrupted, unimpeded and unobstructed access to the City to enter on and to pass at any and all times, on, over, along and upon the lands with or without vehicles, supplies, machinery and equipment for all purposes necessary or convenient to construct, maintain, repair and replace the Private Watermains, Private Service Posts and fire hydrants at the Owner's expense. The Owner acknowledges and agrees that notwithstanding the rights granted to the City under the grant of easement, the Owner remains responsible at all times for the maintenance, inspection, alteration, repair, replacement and reconstruction of the utility in the said lands during their term of use. The Owner acknowledges and agrees to provide an electronic copy of the Transfer of Easement prior to the execution of this Agreement by the City, to the satisfaction of the City Clerk and Solicitor. All costs shall be borne by the Owner.

August 31, 2021

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Date



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Lily Xu  
Manager, South  
Planning, Infrastructure and Economic  
Development Department

Enclosure: Site Plan Control Application approval – Supporting Information

## **SITE PLAN CONTROL APPROVAL APPLICATION SUPPORTING INFORMATION**

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**File Number:** D07-12-20-0015

### **SITE LOCATION**

The site is located at 4791 Bank Street, and as shown on Document 1.

### **SYNOPSIS OF APPLICATION**

- The site is a 1.39-acre parcel located on the southwest corner of the Cowan's Grove subdivision. The lands are currently cleared and vacant. This surrounding subdivision is 29.0 hectares in size and will be developed with a mixed-use commercial and residential subdivision. The approved Draft Plan of Subdivision for this community includes 582 residential units, two mixed-use commercial blocks, two park blocks and one school site.
- The subject lands are located to the east of Bank Street and immediately south of Findlay Creek Drive within the Leirrim/Findlay Creek community. There is an existing commercial plaza to the site's immediate west, with the surrounding land uses to the west being predominately low and medium density residential.
- The site plan proposal is for a planned unit development consisting of 99 townhome units in seven three-storey buildings. The development will include a private internal road network, which will provide connections to an entrance off of Bank Street to the west of the site and an entrance from Longworth Avenue to the site's southwest.
- The site will be built in two phases, with the first phase including 47 units within four buildings located to the west and south of the site that are planned to be freehold in nature. The second phase will include the remainder of the buildings on the site and are planned to be rental in tenure.
- Parking spaces for 137 vehicles will be provided in surface parking throughout the site, of which 19 will be for visitors and 34 will be dimensioned for small cars. The proposal also includes 51 bicycle parking spaces, 34 which will be located in the basement floor of units.
- The proposal also includes an accessory garbage enclosure building, outdoor communal amenity areas, and asphalt sidewalks throughout the site for pedestrian connectivity.



- A companion Plan of Condominium application (D07-04-20-003) was submitted concurrently with this site plan application in order to establish shared ownership on the site.

## **DECISION AND RATIONALE**

This application is approved for the following reasons:

- The proposal is in conformity with the City's Official Plan, which designates the site as 'General Urban Area.' The General Urban Area permits many types and densities of housing in order to meet the needs of all ages, incomes, and life circumstances.
- The proposal is in conformity with the Zoning By-Law 2008-250, which zones the site as GM – General Mixed Use. This zone allows residential, commercial and institutional uses, or mixed-use development. The proposal conforms with the intent, as well as all provisions of the by-law for this zone.
- The proposal has been reviewed against and conforms with the design guidelines included in the City's Urban Design Guidelines for Greenfield Neighbourhoods.
- The proposal represents good planning.

## **PARKLAND DEDICATION**

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

## **CONSULTATION DETAILS**

### **Councillor's Concurrence**

Councillor George Darouze was aware of the application related to this report. Councillor has concurred with the proposed conditions of approval and had no further comments.

### **Public Comments**

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

### **Advisory Committee Comments**

#### Summary of Comments – Advisory Committees

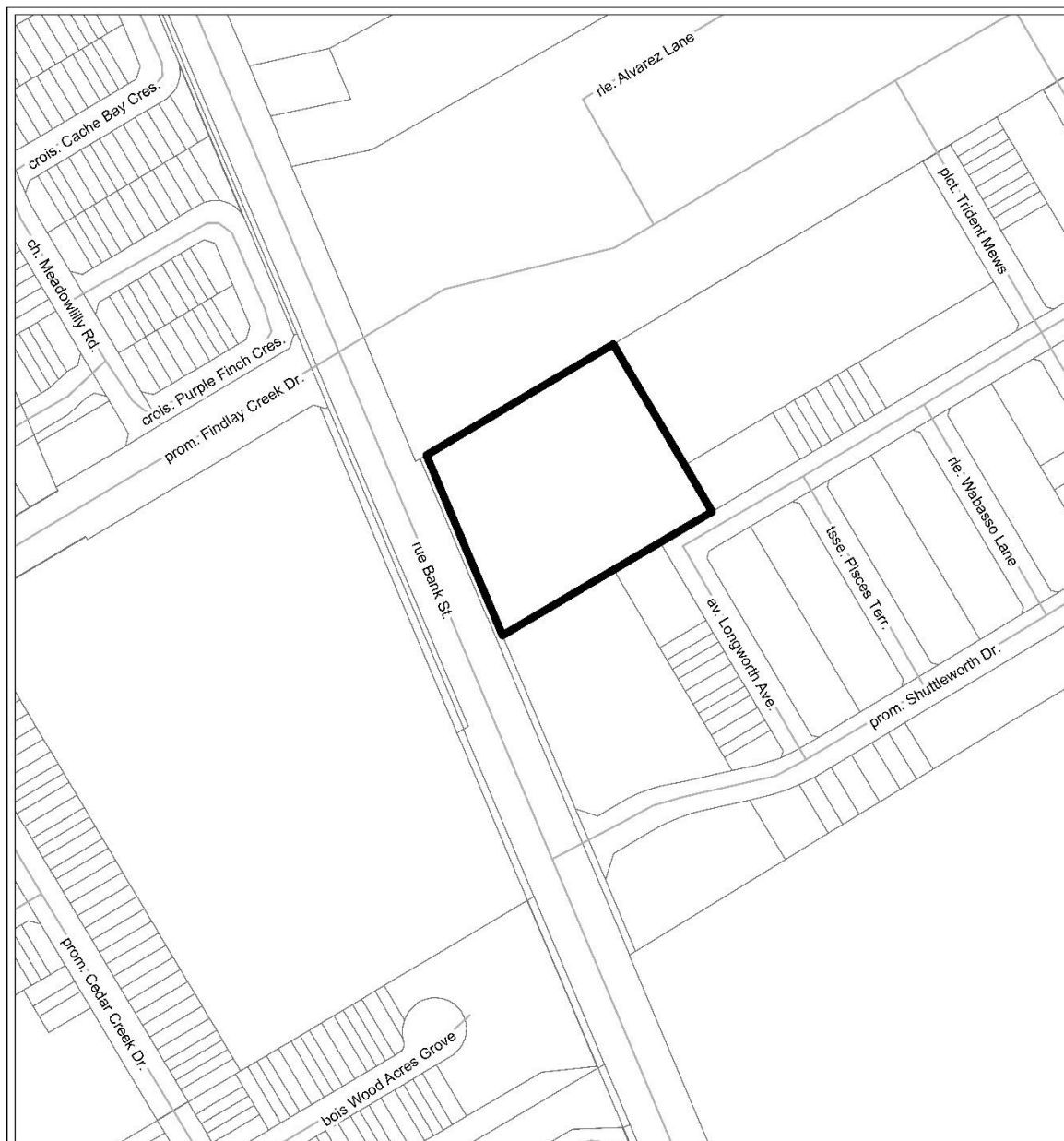
N/A

## **APPLICATION PROCESS TIMELINE STATUS**

This Site Plan application was processed by the On Time Decision Date established for the processing of an application that has Manager Delegated Authority

**Contact:** Sarah Ezzio, Tel: 613-580-2424, ext. 23493, fax 613-580-2576 or e-mail: Sarah.Ezzio@ottawa.ca

## Document 1 – Location Map



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REVISION / RÉVISION - 2020 / 03 / 9

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



**4791 rue Bank Street  
Block 223 of Plan 4M-1624**



BCV 10/2014