



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

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Site Location: 78, 84, 86 and 88 Beechwood Avenue and 69, 73, 77, 81, 85, 89 and 93 Barrette Street

File No.: D07-12-20-0186

Date of Application: December 23, 2021

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This SITE PLAN CONTROL application submitted by Barwood Limited Partnership is APPROVED as shown on the following plan(s):

1. **Site Plan**, Dwg A100 prepared by RAW Architects, revision 6, dated 21-10-29
2. **North and South Building Elevations**, Dwg A401 prepared by RAW Architects, revision 6, dated 21-10-29
3. **East and West Building Elevations**, Dwg A402 prepared by RAW Architects, revision 6, dated 21-10-29
4. **Context Plan, Notes & Stats**, Dwg A005, prepared by RAW Architects, revision 6, dated 21-10-29
5. **Tree Conservation Plan**, Drawing No. 7890, prepared by IFS Associates, dated 2020-07-27
6. **Site Servicing Plan**, Dwg C-001, prepared by IBI Group, revision 5, dated 2021: 10:29
7. **Grading Plan**, Dwg C-200, prepared by IBI Group, revision 3 dated May 7, 2021 (included in Report)
8. **Drainage Plan**: Dwg C-500, prepared by IBI Group, revision 3, dated May 7, 2021 (included in Report)
9. **Erosion & Sediment Control Plan**, C-900, prepared by IBI Group, Revision 3 dated May 7, 2021 (included in Report)
10. **Landscape Plan**, Dwg L1, prepared by Fotenn, revision 7, dated October 29, 2021
11. **Planting Plan**, Dwg L2, prepared by Fotenn, revision 7, dated October 29, 2021
12. **Construction Details**, Dwg L3, prepared by Fotenn, revision 6, dated September 23, 2021
13. **Construction Details**, Dwg L4, prepared by Fotenn, revision 6, dated September 23, 2021

And as detailed in the following report(s):

1. **Site Servicing Report and Erosion Control Plan**, prepared by IBI Group, revision 3, dated May 7, 2021
2. **Geotechnical Investigation Report**, prepared by Paterson Group Inc., dated December 15, 2020
3. **Phase I Environmental Site Assessment**, prepared by Paterson Group Inc., dated September 14, 2020
4. **Phase II Environmental Site Assessment**, prepared by Paterson Group Inc., dated September 25, 2020
5. **Remedial Action Plan (Soil)**, prepared by Paterson Group Inc., dated December 9, 2020
6. **Traffic Noise Feasibility Study**, prepared by Gradient Wind Engineering Inc, dated December 17, 2020
7. **Pedestrian Level Wind Study**, prepared by Gradient Wind Engineering Inc., dated July 28, 2020
8. **Tree Conservation Report**, prepared by IFS Associates Inc., dated December 15, 2020

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

### **General Conditions**

1. The Owner shall enter into a standard site development agreement consisting of the following conditions. In the event the Owner fails to enter into such agreement within one year, this approval shall lapse.

2. **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 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. 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.

## 9. Development Charges

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

## 10. Development Charges – Instalment Option

- a. The Owner acknowledges that for building permits issued after January 15, 2010, payment of non-residential development charges, excluding development charges for institutional developments, may be calculated in two (2) installments at the option of the Owner, such option to be exercised by the Owner at the time of the application for the building permit. The non-discounted portion of the development charge shall be paid at the time of issuance of the building permit and the discounted portion of the development charge shall be payable a maximum of two (2) years from the date of issuance of the initial building permit subject to the following conditions:
  - (i) a written acknowledgement from the Owner of the obligation to pay the discounted portion of the development charges;
  - (ii) no reduction in the Letter of Credit below the amount of the outstanding discounted development charges; and
  - (iii) indexing of the development charges in accordance with the provisions of the City's Development Charges By-law, as amended.
- b. The Owner further acknowledges and agrees that Council may terminate the eligibility for this two (2) stage payment at any time without notice, including for the lands subject to this Agreement and including for a building permit for which an application has been filed but not yet issued.
- c. For the purposes of this provision,
  - (i) "discounted portion" means the costs of eligible services, except fire, police and engineered services, that are subject to 90% cost recovery of growth-related net capital costs for purposes of funding from development charges. The 10% discounted portion, for applicable services, must be financed from non-development charge revenue sources.
  - (ii) "non-discounted portion" means the costs of eligible services, fire, police and engineered services, that are subject to 100% cost recovery of growth-related net capital costs for purposes of funding from development charges.

## **Special Conditions**

## **9. 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 **Roadway Traffic Noise Assessment**, prepared by Gradient Wind Engineering Inc, dated December 17, 2020, 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.

## **10. 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 A – Increasing Roadway Traffic:

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

To help address the need for sound attenuation this development includes:

- Multi-pane glazing with STC 32 for north bedroom windows
- Multi-pane glazing with STC 27 for north living room windows
- A 1.1-metre high acoustic barrier on the north and east sides of Level 6 southeast terrace

Type D – Central Air Conditioning:

To ensure that provincial sound level limits are not exceeded it is important to maintain these sound attenuation features.

“The Purchaser/Lessee for himself, his heirs, executors, administrators, successors and assigns acknowledge 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.”

“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.”

## **11. Geotechnical Investigation**

The Owner acknowledges and agrees that it shall retain the services of a geotechnical engineer, licensed in the Province of Ontario, to ensure that the recommendations of the Geotechnical Investigation Report, prepared by Paterson Group Inc., dated December 15, 2020, (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.

## **12. Soil Management**

The Owner acknowledges and agrees to retain an environmental consultant to identify areas on the subject lands where excess soils, fill and/or construction debris will be removed. If through further testing any of these materials are found to be contaminated, the Owner acknowledges and agrees to dispose, treat or recycle these materials at a waste disposal site or landfill licensed for that purpose by the Ministry of the Environment, Conservation and Parks.

## **13. Groundwater Management**

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

## **14. Record of Site Condition**

Prior to a full building permit (an excavation and foundation permit will be allowed), the Owner shall submit to the General Manager, Planning, Infrastructure and Economic Development, 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, as amended ("O.Reg. 153/04") and shall be acknowledged by the Ministry of the Environment, Conservation and Parks. The RSC shall confirm that all or part of the site will be 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. No further Works will be permitted until the RSC is submitted.

## **15. Below Grade Parking Area and Depressed Driveways**

- a. 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.

- b. The Owner acknowledges and agrees that a notice-on-title respecting below grade parking areas and depressed driveways, as contained in Clause X hereinafter, 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.

## **16. Protection of City Sewers**

- a. Prior to the issuance of a building permit, the Owner shall, at its expense:
  - i. provide the General Manager, Planning, Infrastructure and Economic Development with the engineering report from a Professional Engineer, licensed in the Province of Ontario, which report shall outline the impact of the proposed building's footing and foundation walls, on the City sewer system, that crosses the Beechwood Avenue and Barrette Street frontages (the "City Sewer System") and the impact of the existing City Sewer System on the building's footing and foundation walls;
  - ii. obtain a legal survey acceptable to the General Manager, Planning, Infrastructure and Economic Development and the City's Surveyor, showing the existing City Sewer System within Beechwood Avenue and Barrette Street frontages and the location of the proposed building and its footings in relation to the City Sewer System;
  - iii. obtain a video inspection of the City Sewer System within Beechwood Avenue and Barrette Street frontages prior to any construction to determine the condition of the existing City Sewer System prior to construction on the lands and to provide said video inspection to the General Manager, Planning, Infrastructure and Economic Development.
- b. Upon completion of construction on the lands, the Owner shall, at its expense and to the satisfaction of the General Manager, Planning, Infrastructure and Economic Development:
  - i. obtain a video inspection of the existing City Sewer System within Beechwood Avenue and Barrette Street frontages to determine if the City Sewer System sustained any damages as a result of construction on the lands; and
  - ii. assume all liability for any damages caused to the City Sewer System within Beechwood Avenue and Barrette Street frontages and compensate the City for the full amount of any required repairs to the City Sewer System.

## **17. Inlet Control Devices (ICDs)**

The Owner acknowledges and agrees to install and maintain in good working order the required internal Cistern - stormwater inlet control device, as recommended in the approved **Site Servicing Report and Erosion Control Plan**, prepared by IBI Group, revision 3, dated May 7, 2021, referenced in Schedule "E" herein. The Owner further acknowledges and agrees it shall assume all maintenance and replacement responsibilities in perpetuity. The Owner shall keep all records of inspection and maintenance in perpetuity and shall provide said records to the City upon its request.

#### **18. 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.

#### **19. 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 **Site Servicing Report and Erosion Control Plan**, prepared by IBI Group, revision 3, dated May 7, 2021, 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 **Site Servicing Report and Erosion Control Plan**, prepared by IBI Group, revision 3, dated May 7, 2021, referenced in Schedule "E" herein.

#### **20. 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.

#### **21. Environmental Site Remediation Program**

The Owner acknowledges and agrees to implement an environmental site remediation program, as per the recommendations of the Supplemental Phase II Environmental Site Assessment, referenced in Schedule "E" herein, involving the excavation and off-site disposal of all impacted soil and the pumping treatment or off-site disposal of all impacted groundwater, which is to be completed concurrently with the site redevelopment. The Owner acknowledges and agrees that

- a. soils that are found to be contaminated, must be disposed, treated or recycled at a waste disposal site or landfill licensed for that purpose by the Ministry of the Environment, Conservation and Parks;
- b. groundwater found to be contaminated, shall be removed, managed and/or treated in accordance with the appropriate Ontario regulations and/or discharged in accordance with the City's Sewer Use By-law, being By-law 2003-514, as amended.

## **22. Use of Explosives and Pre-Blast Survey**

- a. The Owner acknowledges and agrees that all blasting activities will conform to the City's Standard S.P. No. F-1201 entitled *Use of Explosives*, as amended. Prior to any blasting activities, a pre-blast survey shall be prepared as per S.P. No. F-1201, at the Owner's expense, for all buildings, utilities, structures, water wells and facilities likely to be affected by the blast, in particular, those within seventy-five (75) metres of the location where explosives are to be used. The standard inspection procedure shall include the provision of an explanatory letter to the owner or occupant and owner with a formal request for permission to carry out an inspection (the "Notification Letter").
- b. The Owner acknowledges and agrees that the Notification Letter(s) shall be in compliance with City Standard S.P. No. F-1201 and to the satisfaction of the General Manager, Planning, Infrastructure and Economic Development. Pursuant to City Standard S.P. No. F-1201, the Owner or its agents, contractors and subcontractors shall provide written notice to all owners and tenants of any building and/or facility located within a minimum of one hundred and fifty (150) metres from the blasting location at a minimum of fifteen (15) business days prior to any blasting. The Owner further acknowledges and agrees that it shall provide a copy of the Notification Letter(s) to the General Manager, Planning, Infrastructure and Economic Development prior to any blasting activities.

## **23. Pre-Blast Survey**

Prior to any blasting activities, the Owner acknowledges and agrees it shall arrange for a pre-blast survey to be carried out in accordance with Ontario Provincial Standard Specification entitled "General Specification for the Uses of Explosives", Section 120.07.03, by a Professional Engineer licensed in the Province of Ontario, which states as follows:

- a. A pre-blast survey shall be prepared for all buildings, utilities, structures, water wells, and facilities likely to be affected by the blast and those within 150 m of the location where explosives are to be used, with special attention given to the heritage building at 98 Beechwood Avenue. The standard inspection procedure shall include the provision of an explanatory letter to the owner or occupant and owner with a formal request for permission to carry out an inspection.
- b. The pre-blast survey shall include, as a minimum, the following information:
  - i. Type of structure, including type of construction and if possible, the date when built.
  - ii. Identification and description of existing differential settlements, including visible cracks in walls, floors, and ceilings, including a diagram, if applicable, room-by-room. All other apparent structural and cosmetic damage or defect shall also be noted. Defects shall be described, including dimensions, wherever possible.
  - iii. Digital photographs or digital video or both, as necessary, to record areas of significant concern. Photographs and videos shall be clear and shall accurately represent the condition of the property. Each photograph or video shall be clearly labelled with the location and date taken.
- c. A copy of the pre-blast survey limited to a single residence or property, including copies of any photographs or videos that may form part of the report shall be provided to the owner of that residence or property, upon request.

#### **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);
  - 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.

#### **25. Transportation Study/Brief**

The Owner has undertaken a Transportation Brief and an Addendum for this site, which Brief and Addendum are 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 Brief, and Addendum, are fully implemented, to the satisfaction of the General Manager, Planning, Infrastructure and Economic Development.

#### **26. Segregated Bike Lane**

The Owner agrees to undertake the design and construction of the off road, elevated cycle track along Beechwood Street between Loyer Street and St. Charles Street. The cost for this work will be taken from the Section 37 benefits collected through the Zoning By-law Amendment.

#### **27. Roadway Modifications – delayed process**

The Owner acknowledges and agrees that the road modification detailed design review and acceptance by the City is required for the road modification works associated with the proposed Site Plan, to the satisfaction of the General Manager, Planning, Infrastructure and Economic Development.

The Owner agrees to pay the separate process fee at the time of registration of this Site Plan Agreement. The Owner acknowledges and agrees that the Owner may be subject to other additional fees and agreement addendum due to the delayed road modification detailed design process. The Owner agrees to submit required drawings for the aforementioned road modification detailed design. Further, the Owner agrees to be responsible for all costs associated with the public roadway modifications and provide required securities to the City, all to the satisfaction of the General Manager, Planning, Infrastructure and Economic Development.

The Owner acknowledges and agrees that the required roadway modifications, must be complete prior to the Owner requesting or allowing occupancy of the building.

#### **28. 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 46.16 metre frontage of the lands, measuring 13 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.

### **29. Walkway Easement**

Prior to the registration of this Agreement, the Owner shall grant to the City, at no cost to the City, an unencumbered approximately 9-metre-wide pedestrian easement along the eastern property line, shown as interlock on the approved Site Plan, to the satisfaction of the City. An additional easement is required along the entire frontage of the property between the building and the Beechwood Avenue right-of-way. The Owner shall provide a Reference Plan for registration, indicating the pedestrian easement, 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 registration of the easement. All costs shall be borne by the Owner. The easement documents shall specify that the easement grants at grade pedestrian access to the parts identified on the Reference Plan.

### **30. Tree Protection**

The Owner acknowledges and agrees that all trees to be retained, as shown on the approved Tree Conservation Report and associated plans, referenced in Schedule "E" herein, shall be protected in accordance with the City's required tree protection measures. At a minimum, the following tree protection measures shall be applied during all on-site works:

- (a) Erect a fence at the critical root zone (CRZ) of trees, defined as ten (10 cm) centimetres from the trunk for every centimetre of trunk DBH (i.e.,  $CRZ = DBH \times 10cm$ );
- (b) Tunnel or bore when digging within the CRZ of a tree;
- (c) Do not place any material or equipment within the CRZ of the tree;
- (d) Do not attach any signs, notices or posters to any tree;

- (e) Do not raise or lower the existing grade within the CRZ without the approval of the General Manager, Planning, Infrastructure and Economic Development;
- (f) Do not damage the root system, trunk or branches of any tree; and
- (g) Ensure that exhaust fumes from all equipment are not directed towards any tree's canopy.

### **31. Tree Permit**

The Owner acknowledges and agrees that any trees to be removed shall be removed in accordance with an approved Tree Permit and Tree Conservation Report, and in accordance with the City's Tree Protection By-law, being By-Law No. 2020-340, as amended. The Owner further acknowledges and agrees that a copy of the approved Tree Permit and Tree Conservation Report shall be posted on the construction site at all times until Approval is granted by the City for such Works

### **32. Replacement Trees in City's Right-of-Way**

The Owner acknowledges and agrees that for the one tree that is to be removed from the City's right-of-way for the purposes of construction, the Owner shall pay **\$6,758.38** for replacement trees as referenced in Schedule "B" herein and as agreed upon with the City's Forestry Services Branch. The Owner further acknowledges and agrees that the City will plant the replacement trees as part of the City's annual planting program.

### **33. New Trees**

All trees to be planted in the City Right-of-Way shall be done so in Silva Cells or technological equivalent, to the satisfaction of the General Manager of the Planning, Infrastructure and Economic Development Department.

### **34. Cash-in-Lieu of Parkland**

The Owner shall pay cash-in-lieu of parkland in accordance with the Parkland Dedication By-law of the City of Ottawa, as well as the fee for appraisal services. The monies are to be paid at the time of execution of the Site Plan Agreement.

### **35. 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 Beechwood Avenue and Barrette 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.

**36. Exterior Elevations Drawings**

The Owner acknowledges and agrees to construct the proposed building in accordance with the approved Elevations Plans, referenced in Schedule "E" herein. The Owner further acknowledges and agrees that any subsequent proposed changes to the approved Elevations Plans shall be filed with the General Manager, Planning, Infrastructure and Economic Development and agreed to by both the Owner and the City prior to the implementation of such changes. No amendment to this Agreement shall be required.



December 2, 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

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**File Number:** D07-12-20-0186

### SITE LOCATION

78, 84, 86 and 88 Beechwood Avenue and 69, 73, 77, 81, 85, 89 and 93 Barrette Street, and as shown on Document 1.

### SYNOPSIS OF APPLICATION

The proposal seeks the construction of a four to nine-storey mixed-use retail and residential building containing 227 residential dwelling units, retail space at grade fronting onto Beechwood Avenue.

The site includes a through-block connection that connects Beechwood Avenue with Barrette Street. This linkage will contain a common entrance to the residential lobby, loading bay for move-ins and deliveries, and the vehicular entrance to the 158 underground automobile parking spaces, accessed via Barrette Street. The proposal also includes 252 bicycle parking spaces, most of which are contained within the garage.

Approximately 3,098 square metres of amenity area is provided within the at-grade courtyard, seventh floor communal terrace facing Barrette Street, and private balconies.

### DECISION AND RATIONALE

This application is approved for the following reasons:

- The application is consistent with the 'Traditional Mainstreet' designation of the Official Plan. The proposed development is compact, mixed-use, and pedestrian-oriented.
- The proposed development is consistent with the intent of the Zoning By-law and meets all of the applicable performance standards of the zone, as approved by Council through Zoning Bylaw Amendment (D02-02-20-0066).
- The proposal is consistent with the guiding policies found within the Beechwood Community Design Plan.

- The development complies with the relevant planning policy context and complies with the zoning bylaw. Accordingly, the development represents good land use 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.

## **URBAN DESIGN REVIEW PANEL**

The Site Plan Control application was subject to the Urban Design Review Panel process. A formal review meeting was held on February 5, 2021.

The panel's recommendations from the formal review meeting are attached as Document 2.

The Panel was successful in aiding in the implementation of the following:

- Addition of a third brick-clad volume to the Beechwood frontage;
- Lowering of the street-level volumes to respect the heritage building to the east and continue this three-storey datum line across the entire Beechwood frontage;
- Providing setbacks at the 9th floor, and mirroring of mid-level volumes on Beechwood to create better balance and decrease the perceived building height;
- Improving the building massing on the Barrette Street frontage by terracing the building on the upper east side, and introducing a large setback on the 6th floor;
- Improving the eastern elevation by reducing the mass of the linking element with further setbacks at the 7th, 8th, and 9th floors; and
- Vertical striation revised to a more open series of glazed bays.

## **ROAD MODIFICATIONS**

There are road modifications associated with this site plan control application. The modifications will be addressed through a separate Road Modification Application.

## **CONSULTATION DETAILS**

### **Councillor's Concurrence**

Councillor Mathieu Fleury was aware of the application related to this report. Councillor has concurred with the proposed conditions of approval.

Councillor Mathieu Fleury indicated the following comments:  
Insert Councillor comments

### Response to Councillor Comments

Insert response to Councillor's comments

If application is along a ward boundary, notify Councillor of adjacent ward.

### **Public Comments**

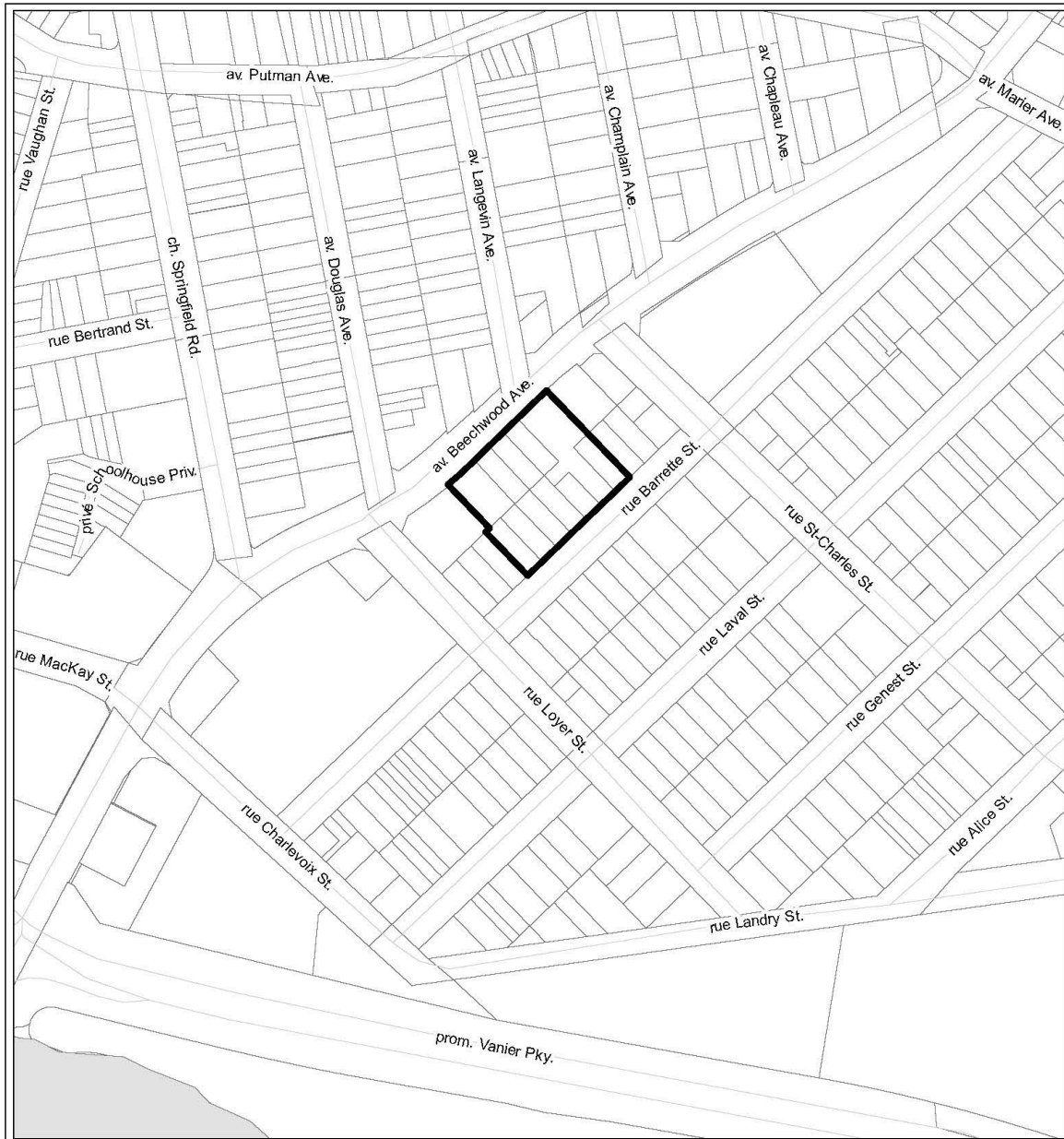
This application was subject to public circulation under the Public Notification and Consultation Policy. There were public comments received online and staff considered these comments.




### **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 the complexity of the site, issues needing to be resolved, and workload constraints.

**Contact:** John Bernier Tel: 613-580-2424, ext. 21576 or e-mail:  
John.Bernier@ottawa.ca

# Document 1 – Location Map



		LOCATION MAP / PLAN DE LOCALISATION SITE PLAN / PLAN D'EMPLACEMENT	
D07-12-20-0186	21-0126-D		
I:\CO\2021\Site\Beechwood_78_88			
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REVISION / RÉVISION - 2021 / 02 / 05			
			<b>78 - 88 av. Beechwood Avenue</b> <b>69 - 93 rue Barrette Street</b>
			

## Document 2 – UDRP Recommendations

**78-90 BEECHWOOD AVENUE** | Zoning By-law Amendment and Site Plan Control Application | Minto Communities Canada; RAW Design; FOTENN Planning & Design



### Summary

- The Panel expressed a general appreciation for the organization of the site, specifically the pedestrian through-block connections, the overall disposition of loading and entrances, and the differences in character for the laneway. The Panel supports the entire Beechwood frontage being dedicated to retail uses.
- The Panel has concerns with the built form and materiality as it relates to the surrounding context as well as the height of the link of the building.

### Built Form

- With respect to the relationship to the stepback on the Beechwood wing, the Panel recommends it be increased from 3.0m to 5.5m above the fifth floor to provide some breathing room and separation to the parcel to the east.
- The Panel suggests establishing a datum line that reflects the height of the heritage building.
- The Panel appreciates the side entrance adjacent to the heritage building.
- The Panel recommends reducing the scale along Barrette to four or five storeys, with the top storey stepped back to improve the relationship to the existing residential houses and to better reflect the low-rise nature of the neighbourhood.
- The Panel recommends reducing the height of the building link and stepping back the top floors, which will increase sunlight to the courtyard.

### **Building Design and Materiality**

- The Panel commends the applicant for the use of elegant and durable materials. Consider providing a higher contrast in colour between materials.
- The surrounding neighbourhood is a highly textured environment and thus, there is an opportunity to create more texture to have the building better relate to its context. This may also be strengthened by reducing the vertical expression of the building, especially at the penthouse level.
- A stronger articulation is recommended for the Barrette façade and the Panel recommends reducing the brick material at the fourth floor.