



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

---

**Site Location:** 1330 Carling Avenue and 815 Archibald Street

**File No.:** D07-12-20-0063

**Date of Application:** January 20, 2022

**Date of Final Approval:** June 9, 2022

---

This SITE PLAN CONTROL application submitted by Bria Aird of Fotenn Planning + Design, on behalf of 1343678 Ontario Ltd is APPROVED as shown on the following plan(s):

1. **Site Plan**, Mixed-Use Residential Building, 1330 Carling Avenue, A-105, prepared by Figurr, dated 2020-01-06, revision 9 dated 2022-03-11.
2. **Landscape Plan**, 1330 Carling Avenue and 815 Archibald Street, L1, prepared by GJA Inc., dated March 2020, revision 4 dated MARCH 15 2022.
3. **North Elevation**, 24-storey mixed-use tower, 1330 Carling Avenue , A201, prepared by figurr, Rev 7, dated 2022-03-11.
4. **South Elevation**, 24-storey mixed-use tower, 1330 Carling Avenue , A202, prepared by figurr, Rev 7, dated 2022-03-11.
5. **East Elevation**, 24-storey mixed-use tower, 1330 Carling Avenue , A203, prepared by figurr, Rev 7, dated 2022-03-11.
6. **West Elevation**, 24-storey mixed-use tower, 1330 Carling Avenue , A204, prepared by figurr, Rev 7, dated 2022-03-11.
7. **P2 Parking Plan Plan, 24-Storey Mixed-Use Tower** 1330 Carling Avenue, A120, prepared by Figurr, dated April 2020, revision 9 dated 2022-04-12.
8. **P1 Parking Plan Plan, 24-Storey Mixed-Use Tower** 1330 Carling Avenue, A121, prepared by Figurr, dated April 2020, revision 9 dated 2022-04-04.

9. **Level 6 Floor Plan** (showing outdoor amenity), 24-storey mixed-use tower, 1330 Carling Avenue , A124, prepared by figurr, Rev 7, dated 2022-03-11.
10. **Grading and Drainage Plan**, 24 Storey Residential Building 1330 Carling Avenue, C101, prepared by McIntosh Perry, dated December 2021, revision 6 dated May 12, 2022.
11. **Site Servicing Plan**, 24 Storey Residential Building 1330 Carling Avenue, C102, prepared by McIntosh Perry, dated December 2021, revision 5 dated May 12, 2022.
12. **Sediment and Erosion Control Plan**, 24 Storey Residential Building 1330 Carling Avenue, C103, prepared by McIntosh Perry, dated December 24, 2021, revision 5 dated May 12, 2022.

And as detailed in the following report(s):

1. **Environmental Noise Control Study**, 1330 Carling Avenue and 815 Archibald Street, PG5156-1, prepared by Paterson Group, dated April 20, 2020
2. **Tree Conservation Report**, 1330 Carling Avenue, and 815 Archibald Street, prepared by IFS Associates, dated March 19, 2020.
3. **Geotechnical Investigation**, 1330 Carling Avenue and 815 Archibald Street, PG5157-1, prepared by Paterson Group, dated February 27, 2020.
4. **Geotechnical Response Memo**, 1330 Carling Avenue and 815 Archibald Street, PG5157-Memo.01, prepared by Paterson Group, dated August 27, 2020.
5. **Phase One – Environmental Site Assessment**, 1330 Carling Avenue and 815 Archibald Street, PE4789-1R, prepared by Paterson Group, dated August 9, 2021.
6. **Phase Two – Environmental Site Assessment**, 1330 Carling Avenue and 815 Archibald Street, PE4789-2R, prepared by Paterson Group, dated August 10, 2021.
7. **Servicing and Stormwater Management Report**, 1330 Carling Avenue and 815 Archibald Street, CO-22-1853, prepared by McIntosh Perry Consulting, dated April 19<sup>th</sup>, 2022.
8. **1330 Carling Avenue and 815 Archibald Transportation Impact Assessment**, Strategy Report (Revised), 1330 Carling Avenue and 815 Archibald, 2019-62, prepared by CGH Transportation, dated November 2020.

9. **Transportation Impact Assessment Technical Memorandum**, 1330 Carling Avenue and 815 Archibald Street, 2019-62, prepared by CGH Transportation, dated November 27, 2020.
10. **Pedestrian Level Wind Study**, 1330 Carling Avenue, and 815 Archibald Street, 19-218-PLW R1, prepared by Gradient Wind, dated May 13, 2020.
11. **Sun Shadow Study**, 1330 Carling Avenue and 815 Archibald Street, prepared by Figurr and Fotenn Planning + Design, dated March 21, 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 Owners 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, Real Estate 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, Real Estate and Economic Development.

#### **4. Water Supply for Fire Fighting**

The Owner shall provide adequate water supply for the 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, as 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, Real Estate 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, Real Estate and Economic Development. Such sidewalk(s) shall be construction by 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, Real Estate and Economic Development, including the installation of municipal numbering provided in a permanent location visible during both day and night and the installation of any street name sign on relevant streets. Notwithstanding the non-completion of the foregoing Works, occupancy of a lot or structure may otherwise be permitted, if in the sole opinion of the General Manager, Planning, Infrastructure and Economic Development, the aforesaid Works are proceeding satisfactorily towards completion. The Owner shall obtain the prior consent of the General Manager, Planning, Real Estate and Economic Development for such occupancy in writing.

Until all requirements with respect to completion of the Works as identified in this Agreement have been carried out and received Approval by the General Manager, Planning Infrastructure and Economic Development, the Owners 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 Encroachment Agreement**

The Owner acknowledges and agrees to enter into a permanent Encroachment Agreement to permit the encroachment of the bike racks and plantings to be constructed within the City's Carling Avenue 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.

### **12. Corner Site Triangle**

Prior to registration of this Agreement, the Owner acknowledges and agrees to convey to the City, as no cost to the City an unencumbered corner site triangle measuring 3.0 meters x 3.0 metres at the intersection of Carling Avenue and Archibald Street. The exact location and area of the corner site triangle must be determined by legal survey. The Owner shall provide a reference plan for registration, indicating the corner site triangle to the City Surveyor for review prior to its deposit in the Land Registry Office. Such reference plan must be tied to the Horizontal Control Network in accordance with the municipal requirements and guidelines for referencing legal surveys. The Owner acknowledges and agrees to provide an electronic copy of the Transfer and a copy of the deposited reference plan to the City Clerk and Solicitor prior to the execution of this Agreement by the City. All costs shall be borne by the Owner.

### **13. 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 Carling Avenue and frontage of the lands, measuring 22.25 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.

### **14. 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:

*“This dwelling unit has been supplied with an air conditioning system which will allow windows and exterior doors to remain closed, thereby ensuring that the indoor sound levels are within the City’s and the Ministry of the Environment’s noise criteria.”*

**15. Temporary Encroachment into the City Right-of-Way**

For any zero-lot line development adjacent to an arterial or collector road that will have an impact on mobility including sidewalks, cycling lanes or travelled lanes during the construction process must provide a constructability plan which indicates the impact on mobility and traffic prior to registration of the agreement and may be required to provide a traffic impact study based on the impacts on mobility during construction. Furthermore, the Owner acknowledges and agrees that a maintenance or encroachment agreement may be required.

**16. Letter of Tolerance – Right-of-Way**

The Owner shall, within two (6) months of Site Plan Control Approval, file with the General Manager, Planning, Real Estate and Economic Development a copy of the letter of tolerance issued by the Right-of-Way Unit for the encroachment of the Carling Avenue frontage to be constructed within the City’s right-of-way, as shown on the approved Landscape Plan, referenced in Schedule “E” herein.

**17. 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.

**18. Private Approach Detail**

The Owner agrees that all private approaches, including temporary construction access to the subject lands, shall be designed and located in accordance with and shall comply with the City’s Private Approach By-law, being By-law No. 2003-447, as amended, and shall be subject to approval of the General Manager, Planning, Real Estate and Economic Development.

**19. On-Site Parking**

The Owner acknowledges and agrees that units within the proposed building(s) may not be provided with on-site parking. In the event any future tenant or purchaser wishes to have parking, the Owner acknowledges that alternative and lawful arrangements may need to be made to address parking needs at an alternative location and such arrangements are solely the responsibility of the person seeking parking. The Owner further acknowledges and agrees the availability and regulations governing on-street parking vary; that access to on-street parking, including through residential on-street parking permits issues by the City cannot be guaranteed now or in the future; and that a tenant or purchaser intending to rely on on-street parking for their vehicle or vehicles does so at their own risk.

The Owner acknowledges and agrees that a notice-on-title respecting on-site parking, as contained in Clause 21 below, 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.

**20. On-Site Parking – Notice on Title**

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 the unit being sold/rented may not be provided with an on-site parking. Should the Purchaser/Lessee have a vehicle for which they wish to have parking, alternative and lawful arrangements may need to be made to address their parking needs at an alternate location and that such arrangements are solely the responsibility of the person seeking parking. The Purchaser/Lessee acknowledges that the availability and regulations governing on-street parking vary; that access to on-site street parking, including through residential on-street parking permits issued by the City of Ottawa cannot be guaranteed now or in the future; and that the Purchaser/Lessee intending to rely on on-street parking for their vehicle or vehicles does so at their own risk”.

“The Purchaser/Lessee covenants with the Vendor/Lessor that the above clause, 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”.

**21. 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 site triangle, including commercial signage, except as otherwise shown on the approved Site Plan referenced in Schedule “E” herein.

**22. Exterior Elevation Drawings**

The Owner acknowledges and agrees to construct the proposed buildings in accordance with the approved Elevation Plans, referenced in Schedule “E” herein. The Owner further acknowledges and agrees that any subsequent proposed changes to the approved exterior elevations will be subject to review and approval by the City's Urban Design Review Panel, with the final modified exterior elevation designs being subject to formal approval by the General Manager, Planning, Infrastructure and Economic Development. In this regard, the Owner shall submit any modified exterior building elevation plans that have been reviewed by the City's Urban Design Review Panel to the General Manager, Planning, Real Estate and Economic Development for approval, and the Owner further acknowledges and agrees that

such approved modified elevations will be included as part of this Agreement prior to issuance of any building permits for implementation for such modified exterior design plans.

**23. 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 decorative paving and planting placed in the City’s right-of-way along Carling Avenue and Archibald 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.

**24. 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.

**25. Waste and Recycling Collection (No City Collection)**

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

**26. 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 Urban Tree Conservation By-law, being By-law No. 2009-200, as amended. The Owner further acknowledges and agrees to post the approved Tree Permit at all times during tree removal, grading, construction, and any other site alteration activities. Permission from the adjoining landowner will be required prior to the removal of the co-owned Manitoba maples.

**27. Cash-in-Lieu of Parkland**

The Owner agrees to provide cash-in-lieu of parkland dedication on the subject lands within Ward 16 such value of the land to be determined by the City’s Realty Services Branch, to the satisfaction of the General Manager, Planning, Real Estate and Economic Development. The Owner further agrees to pay for the cost of the appraisal inclusive of HST. In accordance with the Planning Act and the City of Ottawa’s current Parkland Dedication By-law No. 2009-95, a land area of 187 m<sup>2</sup> has been calculated for the cash-in-lieu of parkland dedication requirement as follows:

<b>Proposed</b>	<b>Number of Dwelling</b>	<b>Portion of Land Area of Site Being</b>	<b>Cash-in-lieu of Parkland</b>	<b>Parkland Dedication</b>



Use	Units	Developed (m <sup>2</sup> )	Dedication Rate	(m <sup>2</sup> )
Apartments	175	1,873	1 ha (10,000 m <sup>2</sup> ) per 500 dwelling units to a maximum of 10% of the area of the site being developed	187
Commercial	N/A	96	Exempt under Section 14(2)(b) of the Parkland Dedication By-law	0
Total		1,969		187

The residential and commercial portions of the land area of the site being developed have been calculated as follows:

**Residential Gross Floor Area Ratio**

$$\begin{aligned}
 &= \text{Residential Gross Floor Area} / \text{Total Gross Floor Area} \times 100 \\
 &= 15,239 \text{ m}^2 / 16,025 \text{ m}^2 \times 100 \\
 &= 95.10\%
 \end{aligned}$$

**Residential Portion of Land Area of Site Being Developed:**

$$\begin{aligned}
 &= \text{Land Area} \times \text{Residential Gross Floor Area Ratio} \\
 &= 1,969 \text{ m}^2 \times 95.10\% \\
 &= 1,873 \text{ m}^2
 \end{aligned}$$

**Commercial Portion of Land Area of Site Being Developed**

$$\begin{aligned}
 &= \text{Land Area} - \text{Residential Portion of Land Area of Site Being Developed} \\
 &= 1,969 \text{ m}^2 - 1,873 \text{ m}^2 \\
 &= 96 \text{ m}^2
 \end{aligned}$$

Based on the land appraisal fees from the Realty Services Branch the following CIL calculation shows how much is owed:

$$\begin{aligned}
 &187\text{m}^2 \text{ converted} = 2012.85 \text{ sq. ft} \\
 &\mathbf{\$314 \text{ per sq ft.} \times 2012.85 = \$632,034.90}
 \end{aligned}$$

The City intends to adopt a new Parkland Dedication By-law prior to the expiration of the existing By-law on September 18, 2022. If the new Parkland Dedication By-law comes into effect prior to the registration of the site plan agreement, the parkland dedication requirement shall be updated to comply with the provisions of the new By-law.

The cash-in-lieu of parkland dedication shall be directed 60% towards the Ward 16 cash-in-lieu of parkland reserve (Account 830305) and 40% towards the City-wide cash-in-lieu of parkland reserve (Account 830015).

**28. Completion of Supplemental Phase II Environmental Site Assessment**

The Owner acknowledges and agrees to retain an environmental consultant (Qualified Person, QP) to complete a supplemental Phase II Environmental Site Assessment (ESA) that includes testing soil and groundwater to verify presence/absence of any contamination within each of the Areas of Potential Environmental Concern (APECs) identified in the Phase 1 ESA, referenced in Schedule "E" herein. The Phase II ESA shall be completed in accordance with the requirements prescribed under Schedule E of Ontario Regulation (O.Reg.) 153/04. The qualified person shall ensure that all areas on, in or under the phase two property where a contaminant is present at a concentration greater than the applicable site condition standard for the contaminant shall be delineated laterally and vertically for each contaminant present in soil, ground water or sediment on, in or under the phase two property.

**29. Offsite Contamination**

For instances where contamination from the property is found to extend onto a City right-of way, the City may require the execution and implementation of an Off-Site Management Agreement or Remedial Action Plan that remediates/manages contamination in the right-of-way to the satisfaction of the City.

**30. 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.

**31. Record of Site Condition**

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

**32. Encroachments**

Please note that the applicant is required to obtain the approval of the adjacent property Owner and/or receive municipal consent for any works within the right-of-way prior to the installation of any encroachments.

Please be aware that the location of the building on-site may require shoring during the construction stage and possibly permanent encroachment consent. For encroachments within the ROW the applicant shall ensure that there will be no conflicts between the proposed shoring method and the municipal services or utilities in the ROW. Please contact the ROW Permit Office (Right of Way) at 613-580-2424 ext # 16000 to enquire/obtain a temporary and/or permanent encroachment letter as the shoring is to be adjacent to city property.

**33. 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, Real Estate 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, Real Estate and Economic Development.

**34. Geotechnical – Encroachments**

The geotechnical report has recommended a method of shoring that may encroach onto the adjacent property or onto the City right-of-way. Please note that the applicant is required to obtain the approval of the adjacent property Owner and/or receive municipal consent for any works within the right-of-way prior to the installation of any encroachments. For encroachments within the ROW the applicant shall ensure that there will be no conflicts between the proposed shoring method and the municipal services or utilities in the ROW.

**35. 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 be liable 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 37 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.

**36. 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.”

**37. Stormwater Management Memorandum**

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

**38. Stormwater Management Cistern**

The owner acknowledges and agrees to install and maintain in good working order the required stormwater management cistern, including any associated pumps, flow control devices, outlets, and other appurtenances, as recommended in the approved Servicing and Stormwater Management Report, referenced in Schedule “E” herein. The Owner further acknowledges and agrees it shall assume all maintenance and replacement responsibilities in perpetuity. The Owner shall keep all records of inspection and maintenance in perpetuity and shall provide said records to the City upon its request.

**39. 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, Real Estate 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, Real Estate 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, Real Estate 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, Real Estate and Economic Development.

**40. 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, Real Estate 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.

**41. 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.

**42. 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, Real Estate and Economic Development.

#### **43. 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 the foundation 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, Real Estate 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.

#### **44. Section 37 Community Benefit Monies**

Pursuant to the Section 37 Agreement, registered as Instrument No. OC2415623, the owner acknowledges and agrees to pay the community benefit monies being the total of:

- a) TWO HUNDRED AND FIFTY THOUSAND DOLLARS (\$250,000.00), indexed to the Statistics Canada Non-Residential Construction Price Index for Ottawa. The specific public benefits to be secured and provided are:
- i. A cash contribution of ONE HUNDRED AND TWENTY-FIVE THOUSAND DOLLARS (\$125,000.00) into a Ward 16 specific fund for the expansion/improvement of the Carlington Community Garden; and
  - ii. A cash contribution of ONE HUNDRED AND TWENTY-FIVE THOUSAND DOLLARS (\$125,000.00) into a Ward 16 specific fund for local area traffic calming.

#### **45. Section 37 Community Benefit Non-Monetary Contribution**

Pursuant to By-law 2022-342, the owner acknowledges and agrees to provide the community benefit facilities/works without a monetary contribution as follows:

- i. Provision of 87 bicycle parking spaces beyond the minimum zoning requirement. The resulting provision of bicycle parking will be, at minimum, a rate of one space per dwelling unit;
- ii. Two electric vehicle charging stations available to the public;
- iii. Two bicycle repair stations, with one accessible to the public; and

iv. Provision of 210 preloaded monthly transit passes for residents for a period of one year.

**46. Bell Canada**

The Owner acknowledges and agrees to convey any easement(s) as deemed necessary by Bell Canada to service this new development. The Owner further agrees and acknowledges to convey such easements at no cost to Bell Canada.

The Owner agrees that should any conflict arise with existing Bell Canada facilities or easements within the subject area, the Owner shall be responsible for the relocation of any such facilities or easements at their own cost.

The Owner is advised to contact Bell Canada at [planninganddevelopment@bell.ca](mailto:planninganddevelopment@bell.ca) during the detailed utility design stage to confirm the provision of communication/telecommunication infrastructure needed to service the development.

It shall be noted that it is the responsibility of the Owner to provide entrance/service duct(s) from Bell Canada's existing network infrastructure to service this development. In the event that no such network infrastructure exists, in accordance with the Bell Canada Act, the Owner may be required to pay for the extension of such network infrastructure.

If the Owner elects not to pay for the above noted connection, Bell Canada may decide not to provide service to this development.

**47. Hydro Ottawa**

The Owner is advised that there are medium voltage overhead lines along Archibald Street.

- a. Should any activity, such as tree trimming or working on the sides of a building, be anticipated within three meters (3m) of Hydro Ottawa's overhead lines, contact Hydro Ottawa to discuss arrangements before any activity is undertaken. In line with the Ministry of Labour's Occupational Health & Safety Act, only a Hydro Ottawa employee or Hydro Ottawa approved contractor can work in proximity of these lines.
- b. The Owner is advised that permanent structures located within the "restricted zone" surrounding overhead lines are prohibited. This zone is defined by Hydro Ottawa's standard OLS0002 "Overhead High Voltage Clearances to Adjacent Building", which can be found at <https://hydroottawa.com/accounts-services/accounts/contractors-developers/clearances>. This standard complies with the requirements of the Ministry of Labour's Occupational Health & Safety Act, the Ontario Building Code, and the Ontario Electrical Safety Code. Permanent structures include buildings, signs (even lit signs when open for maintenance), antennas, pools, and fences.

The Owner is advised that there is medium voltage underground infrastructure along Carling Avenue, Archibald Street and across the property between 1300 Carling and 815 Archibald parallel to Carling Avenue.

- c. Prior to the commencement of any excavation, the Owner shall arrange for an underground cable locate by contacting Ontario One Call at 1-800-400-2255, not less than seven (7) working days prior to excavating. There shall be no mechanical excavation within one and a half meters (1.5m) of any Hydro Ottawa underground plant unless the exact position of plant is determined by hand digging methods. The Owner shall contact Hydro Ottawa and expose existing duct banks and/or cable chambers. Hydro Ottawa will have the existing duct bank and manholes inspected to record existing condition. Once piling and shoring is completed, Hydro Ottawa will re-inspect the underground plant for any damages. The Owner shall inform Hydro Ottawa of any acute shock construction process or rubbleization to be used during construction, and apply Hydro Ottawa's work procedure UDS0022 "Protecting Electrical Distribution Plant & Support Structures from Vibrations Caused by Construction Activity" which can be found at <https://hydroottawa.com/accounts-services/accounts/contractors-developers/miscellaneous>.
- d. The Owner shall ensure crossing of Hydro Ottawa underground assets is carried out per Hydro Ottawa's engineering specification UDS0013, "Temporary and Permanent Support of Hydro Ottawa Duct Banks when Undercut by An Excavation" which can be found at <https://hydroottawa.com/accounts-services/accounts/contractors-developers/commercial-design-specifications> The adoption of this specification does not relieve the Owner in any way for damage made to Hydro Ottawa plant.

The Owner shall ensure that any landscaping or surface finishing does not encroach into existing or proposed Hydro Ottawa overhead or underground assets or easement. When proposing to plant trees in proximity of existing power lines, the Owner shall refer to Hydro Ottawa's free publication "Tree Planting Advice" which can be found at <https://hydroottawa.com/outages-safety/safety-home/outside-home/planting-trees>. The shrub or tree location and expected growth must be considered. If any Hydro Ottawa 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.

If the change in grade is more than three tenths of a meter (0.3m) in the vicinity of proposed or existing electric utility equipment. Hydro Ottawa requests to be consulted to prevent damages to its equipment.

The Owner shall enter an Installation and Service agreement with Hydro Ottawa.

The Owner shall convey, at their cost, all required easements as determined by Hydro Ottawa.



The Owner is to contact Hydro Ottawa if the electrical servicing of the site is to change in location or in size. A load summary will be needed for the technical evaluation.

The Owner shall be responsible for all costs for feasible relocations, protection or encasement of any existing Hydro Ottawa plant.

The Owner is advised that Hydro Ottawa does not provide servicing through rear lanes.

The Owner may be responsible for a Capital Contribution payment(s) towards a distribution system expansion if the proposed development requires electrical servicing greater than can be provided by the existing distribution system in the vicinity, either in capacity or in extension limit. This amount shall be in accordance with Hydro Ottawa's Contributed Capital Policy and Conditions of Service.

The Owner shall comply with Hydro Ottawa's Conditions of Service and thus should be consulted for the servicing terms. The document, including referenced standards, guidelines and drawings, may be found at <https://hydroottawa.com/about-us/policies/conditions-service>. The Owner should consult Hydro Ottawa prior to commencing engineering designs to ensure compliance with these documents.

Hydro Ottawa reserves the right to raise conditions throughout the development of this proposal should the revisions contain non-conformances with, for example, Hydro Ottawa's Conditions of Service or Standards.

June 9, 2022

---

Date



---

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

Attach: Site Plan Control Application– Supporting Information

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

---

**File Number:** D07-12-20-0063

### **SITE LOCATION**

The proposed development is located at the southeast quadrant of 1330 Carling Avenue and 815 Archibald Street, and as shown on Document 1.

### **SYNOPSIS OF APPLICATION**

The subject property has an area of 1,968 square metres with 39.62 metres of frontage along Carling Avenue and 49.68 metres of frontage along Archibald Street with ingress and egress from Archibald Street. The area surrounding the subject lands are characterized by a range of land uses and building forms. Along Carling Avenue are a range of commercial, retail, and residential uses in buildings ranging in height from two (2) storeys to 22 storeys.

The site plan control application is for the development of a 24-storey mixed use building which will consist of 175 residential units, 729 square metres of commercial space, 63 parking spaces and an amenity area for the residential use on the roof of the five-storey podium. Vehicle parking for residents and their visitors will be in two levels of an underground parking garage and will contain a total of 55 spaces. The commercial uses will be serviced with 8 at grade parking spaces on the south side of the building. There will be 172 bicycle parking spaces underground with 4 exterior bicycle spaces above ground, near the entrance.

### **DECISION AND RATIONALE**

This application is approved for the following reasons:

- The application is consistent with the policies of the Provincial Policy Statement, 2020, supporting the evolution of health, livable and safe communities.
- The application is consistent with the principles and policies of the Official Plan, Arterial Mainstreet designation, which is intended to offer significant opportunities for intensification through compact forms of development, a lively mix of uses, and a pedestrian-friendly environment.
- The application is consistent with the policies of the Westgate Secondary Plan and contributes to an active street frontage on Carling Avenue while providing transition compatible with existing and approved buildings in the Westgate-Carling South Transition Area.
- A Zoning-By law Amendment Application (D07-12-20-0063) was successfully approved at Planning Committee on September 23, 2021, and carried by City

Council on October 13, 2021, for the following changes:

- an increase to the maximum building height of 15 metres within 20 metres of an R4 zone and up to 30 metres greater than 30 metres from an R4 zone to 18.5 metres within 20 metres of the rear lot line, and maximum of 77 metres in height beyond 20 metres of the rear lot
- Remove the requirement for active entrances on the side lot line abutting a street
- Decrease the required parking space rate from 0.5 spaces per dwelling unit to 0.22 spaces per dwelling unit, provide for a maximum of eight parking spaces for any non-residential use where the existing required parking varied according to the use and floor area
- Decrease the required aisle width for surface parking from 6.7 metres to 6.0 metres
- For a parking lot, decrease the required landscaping buffer abutting a street from 3.0 metres to 1.6 metres
- The site was designed with input from the Urban Design Review Panel (UDRP).
- The conditions are standard for this type of development and approval will ensure the orderly development of the site.
- The proposed site layout represents good land use planning and site design.

### **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 during the Zoning By-law Amendment application stage. At the two applications were filed jointly, only one formal review was held on July 3rd, 2020.

The panel's recommendations from the formal review of the Zoning By-law amendment application and Site Plan Control application are provided below:

- The Panel recognizes the importance of the site and the need for change in the area, however, is concerned with the proposed height of the building, given the size of the site, and the lack of transition to the adjacent neighbourhood.
- The Panel appreciates the various setbacks but stressed the importance of base-middle-top approach to design and recommends a stronger podium expression.
- The Panel also expressed concerns about the use of dark materials and the use of the selected bright orange colour.

### **Height and Transition**

- The Panel felt strongly that the height and mass of the proposal is over-scaled for this site and lacks transition to the adjacent neighbourhood. Acquiring additional property may help to improve the proposal.

- From a long-term perspective, the Panel is not confident that the proposed development will contribute to the sense of scale and community that the City wants to create along Carling Avenue.
- Surface parking should be enclosed in a one or two storey podium which would create a better transition to the neighbourhood.

### **Built Form**

- The Panel recommends establishing stronger street relationship and emphasizing the podium with a vocabulary that is distinct from the tower.
- Better transitioning should be introduced on Archibald Street, where there is a very tight sidewalk, and the proposed tower is at 24 storeys without a step back. The design should incorporate a wider set back with soft landscaping and trees. The tower should step back another 3m above that so you can achieve that scale on Archibald.
- One Panel member suggested, to improve the transitioning, acquiring additional property to the south may assist with providing an angular plane transition.
- The idea of viewing the podium and the tower as a single L-shaped element is a noble concept; however, the type of precision with metal panel is very difficult to achieve unless a metal plate material is used, which is very expensive. It is very difficult to wrap the frame, that this design relies upon.
- The ground floor appears under scaled compared to the rest of the building.
- Consider wrapping the amenity along the roof so a second exit from the roof terrace can still be achieved and the entire roof area can become amenity space.

### **Architecture Expression and Materials**

- The Panel cautions the use of the metal panel, as it can be problematic in different climatic conditions.
- The colour palette of the building is dark and heavy. It should reflect and create a more neighbourhood feel. Consider a residential scale module like brick.
- The corner unit of the northwest side will have late afternoon sun exposure that should be embraced as an opportunity in the design. Explore wrapping the corner with glazing.

The Panel was successful in aiding in the following design changes:

- The massing and aesthetic were adjusted to better accentuate the podium. A clearer line between the podium and tower is provided as well as an increase of the tower setback along the south-east face.
- The amount of “darker” and orange panels has been reduced and cladding reworked to address the Panel’s concern regarding the colour scheme and ‘heaviness’.
- To establish a stronger street relationship and emphasize the podium with a vocabulary that is distinct from the tower, the ground floor façade is now a combination of a light colour masonry and high clear curtainwall. The podium cladding then transitions to a darker masonry and the tower appears more distinct

with a light-coloured panel finish. There is also a layer of landscaping transition between the sidewalk and the building face.

- To take advantage of the late afternoon sun provided to the corner unit on the northwest side, the cladding and composition have been modified to better express this corner.

### CONSULTATION DETAILS

Councillor Riley Brockington and the adjacent Councillor Jeff Leiper are aware of the application related to this report. Councillor Brockington has concurred with the conditions of the report.

### Public Comments

Notification and public consultation were undertaken in accordance with the Public Notification and Public Consultation Policy approved by City Council for Zoning By-law amendments.

A Councillor lead community meeting was held electronically on June 24, 2020. Approximately seven members of the public were in attendance.

Below is a summary of comments received regarding the applications.

Public Comment	Staff Response
Concern regarding reduced parking and impact of spillage onto local streets	<ul style="list-style-type: none"> <li>• The site is currently serviced by transit and LRT is planned along this corridor.</li> <li>• Section 37 will provide for transit passes and additional bicycle parking and are to be secured through the site plan application.</li> <li>• Notice to reduces will indicate that they may not be provided with on-site parking and may need to secure legal parking off-site.</li> <li>• On street parking restricted to 3 hours, staff will investigate need for signage.</li> </ul>
Concern with light spillage	<ul style="list-style-type: none"> <li>• As a condition of site plan approval, a Site Lighting Certificate is required prior to the issuance of a building permit to indicate maximum light at property line does not exceed 0.5fc</li> </ul>
Concern with shadowing effect	<ul style="list-style-type: none"> <li>• The Sun Shadow Study indicates the majority of shadowing will be on Carling Avenue. At certain periods, shadowing will occur on the residential development to the east, however, there are minimal windows on the</li> </ul>

	western façade. Shadowing to portions of the residential area to the south is expected after 6:00pm in the summer season.
Should reconsider density in light of pandemic	<ul style="list-style-type: none"> <li>• Healthy communities depend on a variety of housing types.</li> <li>• Planning is one tool to promote positive health outcomes.</li> </ul>
Cycling infrastructure should not be shared with bus lanes	<ul style="list-style-type: none"> <li>• The Carling Avenue Environmental Assessment indicates cycling facilities will be separate from transit priority lanes.</li> </ul>
Height transition is not appropriate	<ul style="list-style-type: none"> <li>• A tower separation of 20m is provided.</li> </ul>

**Advisory Committee Comments**

The Carlington Community Association expressed concerns with the reduced parking and the medium-term impact this may have in the immediate neighbourhood, given the ongoing redevelopment of the Travelodge site. The Association also expressed concerns with inadequate transition given the proposed height.

**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 delay in receiving and reviewing submissions.

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

# Document 1 – Location Map

## Location Map / Carte de l'emplacement

