



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

Site Location: 1131 and 1151 Teron Road

File No.: D07-12-19-0187

Date of Application: November 15, 2019

This SITE PLAN CONTROL application submitted by Nico Church, Fotenn Planning and Design, on behalf of 11021028 Canada Inc. and 11073656 Canada Inc., is APPROVED as shown on the following plan(s):

1. **Site Plan**, SP-01, Prepared by Project1 Studio, dated 21-03-22, Revision 27 dated 22-05-24.
2. **1151 Teron North Elevation**, A200, prepared by Project1 Studio, dated 21-03-10, revision 7 dated 21-10-20.
3. **1131 Teron West and North Elevation**, A201, prepared by Project1 Studio, dated 21-04-16, revision 3 dated 21-04-30.
4. **1131 Teron East and South Elevation**, A202, prepared by Project1 Studio, dated 21-04-16, revision 3 dated 21-04-30.
5. **Landscape Plan**, L1, prepared by GJA Inc., dated April 20, 2021, Revision 6 dated May 24, 2022.
6. **Notes and Details**, C01, prepared by WSP Canada Inc., dated 2021-04-16 Revision 10 dated 2022-05-29.
7. **Grading Plan**, C02, prepared by WSP Canada Inc., dated 2021-04-16, Revision 10 dated 2022-05-29.
8. **Servicing Plan**, C03, prepared by WSP Canada Inc., dated 2021-04-16, Revision 10 dated 2022-05-29.
9. **Proposed 250mm W/M Extension in Teron Road**, C03A, prepared by WSP Canada Inc., dated 2021-10-04, Revision 10 dated 2022-05-29.

10. **Bio-Swale Profile and Sections**, C03B, prepared by WSP Canada Inc., dated 2021-10-04, Revision 10 dated 2022-05-29.
11. **Drainage Area Plan**, C04, prepared by WSP Canada Inc., dated 2021-04-16, revision 10 dated 2022-05-29.
12. **Roof Drainage Plan**, C04A, prepared by WSP Canada Inc., dated 2021-04-16, revision 10 dated 2022-05-29.
13. **Erosion and Sedimentation Control Plan**, C05, prepared by WSP Canada Inc., dated 2021-04-16, revision 10 dated 2022-05-29.
14. **1131 & 1151 Teron Road Site Lighting Plan**, prepared by Smith + Anderson, dated 2022-04-11

And as detailed in the following report(s):

1. **Servicing Report**, prepared by WSP Canada Inc., dated April 16, 2021, revision 5 dated July 7, 2022.
2. **1131-1151 Teron Road Stormwater Management Report**, prepared by WSP Canada Inc., dated February 18, 2021, revision 4 dated April 16, 2021, Revision 3 dated July 7, 2022.
3. **Geotechnical Investigation**, prepared by Paterson Group, dated December 20, 2021, revision 3 dated December 20, 2021.
4. **TIA Strategy Report**, prepared by Parsons, dated March 31, 2020, Revision 2 dated April 8, 2021.
5. **Tree Conservation Report**, prepared by IFS Associates, dated September 25, 2019;
6. **Tree Conservation Report Addendum**, prepared by IFS Associates, dated April 21, 2022
7. **Environmental Noise Detailed Assessment**, prepared by Gradient Wind Engineers, dated August 6, 2021;
8. **Phase I Environmental Site Assessment**, prepared by Paterson Group, dated March 13, 2020;
9. **PG5283-MEMO.01**, prepared by Paterson Group Inc., dated October 20, 2021.
10. **PG5283-MEMO.02**, prepared by Paterson Group Inc., dated September 20, 2021.
11. **PG5283-MEMO.03**, prepared by Paterson Group Inc., dated September 20, 2021.
12. **PG5283-MEMO.04**, prepared by Paterson Group Inc., dated December 20, 2021.

13. **PG6246-MEMO.01**, Prepared by Paterson Group Inc., dated May 5, 2022.

14. **Site Lighting Certificate, 1131 & 1151 Teron Road**, prepared by Smith + Anderson, dated 2022-04-18.

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

General Conditions

1. Execution of Agreement Within One Year

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

2. Permits

The Owner shall obtain such permits as may be required from municipal or provincial authorities and shall file copies thereof with the General Manager, Planning, 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 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, Real Estate 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 constructed to City Standards.

8. Extend Internal Walkway

The Owner shall extend internal walkways beyond the limits of the subject lands to connect to existing or proposed public sidewalks, at the sole expense of the Owner, to the satisfaction of the General Manager, Planning, Real Estate 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, Real Estate and Economic Development, the aforesaid Works are proceeding satisfactorily toward 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, Real Estate and Economic Development, the Owner shall give notice to the City of a proposed conveyance of title to any building at least thirty (30) days prior to any such conveyance. No conveyance of title to any building shall be effective unless the Owner has complied with this provision.

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

10. Development Charges

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

11. Designated Substances Survey

Prior to demolition of any existing buildings located on the lands described in Schedule "A" herein, the Owner acknowledges and agrees to complete a designated substances survey and submit the findings and recommendations for the proper handling and disposal of waste as identified in said survey, to the satisfaction of the General Manager, Planning, Real Estate and Economic

Development, and in accordance with Best Management Practices. The survey shall address, but not be limited to:

- a. O.Reg. 278/05: Designated Substance - Asbestos on Construction Projects and in Buildings and Repair Operations under the Occupational Health and Safety Act, R.S.O. 1990, c.O.1, as amended (O.Reg. 278/05);
- b. Guideline - Lead on Construction Projects, prepared by the Ontario Ministry of Labour - Occupational Health and Safety Branch, published September 2004 and revised April 2011, as amended;
- c. O.Reg. 213/91: Construction Projects under the Occupational Health and Safety Act, R.S.O. 1990, c.O.1, as amended (O.Reg. 213/91);
- d. Registration Guidance Manual for Generators of Liquid Industrial and Hazardous Waste, prepared by the Ontario Ministry of the Environment, Conservation and Parks, published April 1995 and revised January 2016, as amended, to be used in conjunction with R.R.O. 1990, Reg. 347: General-Waste Management under the Environmental Protection Act, R.S.O. 1990, c.E.19, as amended (R.R.O. 1990, Reg. 347);
- e. R.R.O. 1990, Reg. 362: Waste Management – PCB's under the Environmental Protection Act, R.S.O. 1990, c.E.19, as amended (R.R.O. 1990, Reg. 362).

Special Conditions

1. Permanent Features

The Owner acknowledges and agrees that no permanent features shall be permitted above and below grade within the City's widened right-of-way or corner sight triangle, including commercial signage, except as otherwise shown on the approved Site Plan referenced in Schedule E" herein.

2. Transportation Impact Assessment

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

3. Private Approach Detail

The Owner acknowledges and agrees that all private approaches serving the proposed development shall be designed and constructed, at the sole expense of the Owner, in accordance with the City's "Curb Return Entrances – Uncontrolled Intersections" Plan, Drawing No. SC7.1, dated March 2007 and revised March

2021, and the Owner shall comply with the City's Private Approach By-law, being No. 2003-447, as amended.

4. **Transit Pads and Shelters**

The Owner shall locate, design and construct, at no cost to the City, paved transit passenger standing areas/shelter pads and shelters to the specifications of the City.

5. **Relocate/ Adjust Lay-by/ Bus Stop**

The Owner shall relocate/adjust those OC-Transpo's lay-by/bus stops which will be impacted by the proposed new roadwork and private approaches to the site.

6. **Noise Control Attenuation Measures**

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

- (a) each unit is to be equipped with central air conditioning;
- (b) prior to the issuance of a building permit, a review of building components (windows, walls, doors) is required and must be designed to achieve indoor sound levels within the City's and the Ministry of the Environment, Conservation and Parks' noise criteria;
- (c) notice respecting noise shall be registered against the lands, at no cost to the City, and a warning clause shall be included in all agreements of purchase and sale or lease agreements, as detailed in paragraph 7 below.

7. **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:

"The Purchaser/Lessee for himself, his heirs, executors, administrators, successors and assigns acknowledges being advised that despite the inclusion of noise control features in this development and within building units, noise levels from 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."

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

“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.”

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

- (a) The Owner acknowledges and agrees that upon completion of the development and prior to occupancy and/or final building inspection, it shall retain a Professional Engineer, licensed in the Province of Ontario with expertise in the subject of acoustics related to land use planning, to visit the lands, inspect the installed noise control measures and satisfy himself that the installed recommended interior noise control measures comply with the measures in the Environmental Noise Detailed Assessment referenced in Schedule “E” hereto, as approved by the City and/or the approval agencies and authorities (The Ministry of the Environment, Conservation and Parks) or noise thresholds identified in the City’s Environmental Noise Control Guidelines. The Professional Engineer shall prepare a letter to the General Manager, Planning, Real Estate 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, Real Estate 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.

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

9. **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.

10. **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.

11. **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 ___ 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.

12. **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.”

13. **Protection of City Sewers**

- (a) Prior to the issuance of a building permit, the Owner shall, at its expense:
 - (i) obtain a video inspection of the City Sewer System within Weeping Willow Lane from MHS20825 to MHS20827 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, Real Estate 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, Real Estate and Economic Development:
 - (i) obtain a video inspection of the existing City Sewer System within Weeping Willow Lane from MHSA20825 to MHSA20827 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 Weeping Willow Lane from MHSA20825 to MHSA20827 and compensate the City for the full amount of any required repairs to the City Sewer System.

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

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

15. **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.

16. **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.

17. **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.

18. **License to Occupy for Private Sanitary Service to stay within City ROW**

a) The Owner, or any subsequent owner of the whole or any part of the subject lands, acknowledges and agrees it shall enter into an agreement with the City for a license to occupy upon the City road allowance fronting 1131/1151 Teron Road with their private sanitary service at the Owner's expense, bearing all responsibility and liabilities for the purpose of constructing, operating and maintaining a private sanitary service within the Road Allowance.

b) The owner acknowledges and agrees that a notice-on-title respecting the obligation to enter into a license to occupy the City road allowance 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 agreements.

19. **Notice on Title License to Occupy for Private Sanitary Forcemain**

Should a License of Occupation be required, 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 shall contain the following clauses, which shall be covenants running with the subject lands:

"The Purchaser for himself, his heirs, executors, administrators, successors and assigns acknowledges being advised that portions of the private sanitary service exist within the road allowance along Teron Road owned by the City of Ottawa (the "City") and that the Vendor has entered into a Licence to Occupy the said road allowance confirming that the Vendor bears all responsibility and liabilities for the purpose of constructing, operating and maintaining a private sanitary service within the Road Allowance. The Purchaser hereby covenants with the Vendor and agrees to enter into an assumption agreement or new license of occupation with the City with respect to the private sanitary service located in the City-owned road allowance on substantially similar terms.

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

20. **Watermain Protection Plan**

The Owner acknowledges and agrees that for all applicable construction works, the recommendations concerning protection of the 610-millimetre diameter concrete backbone watermain in Teron Road in the Watermain Protection Plan, referenced in Schedule "E" herein, are fully implemented.

21. **Oil and Grit Separator**

a) The Owner acknowledges and agrees that an oil and grit separator is installed within the subject lands to meet the requirements of the Mississippi Valley Conservation Authority for storm quality controls and subsequent discharges from the site. All infrastructure within the lands are private systems and the Owner acknowledges and agrees that it is responsible for the operation, maintenance, and/or replacement thereof in perpetuity. The Owner agrees to retain copies of all the associated work and maintenance contracts, and make said contracts available for inspection upon demand by the City. The Owner further acknowledges and agrees that as part of the Owner's ongoing maintenance responsibility for the oil and grit separator, repairs to the system must be completed immediately to correct any deficiencies. The Owner agrees to carry out and maintain an annual inspection and maintenance program on the oil and grit separator. In addition, annual records of inspections, maintenance and repairs shall be kept on file and produced upon demand by the City. The inspections shall be carried out by a competent professional as outlined in the product manual. The Owner covenants and agrees that such information shall be transferred to any future owner at the time of purchase and shall be included in all agreements of purchase and sale respecting the lands described herein.

b) The Owner shall operate the oil and grit separator with the objective that no visible oil sheen occurs in the effluent discharged from the unit.

22. **Sanitary Service Easement**

The Owner shall enter into a Private Easement Agreement with the 41 Weeping Willow property owner, which shall be binding upon the owners and all subsequent purchasers, to deal with mutual rights for sanitary service construction, operation, and maintenance, in accordance with the site plan approval issued by the City of Ottawa. The Private Easement Agreement shall be registered on title, of those properties listed in the Agreement, at no cost to the City, and a copy shall be filed with the City, to the satisfaction of the General Manager, Planning, Infrastructure and Economic Development Department.

23. **Use of Explosives and 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. 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**

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.

25. **Elevations**

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, Real Estate 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.

26. **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 Teron Road 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.

27. **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.

28. **Residential Waste and Recycling Collection (No Curb-side Collection)**

The Owner acknowledges and agrees that the City will not provide curb-side residential waste collection. The Owner further acknowledges and agrees that residential container waste collection and cart (and/or container) recycling collection will be provided by the City from a centralized refuse room. The Owner shall provide, at its own expense, an adequate storage room or space for residential waste containers and recycling carts (and/or containers). It is recommended that the containers and carts be placed on a concrete floor. The Owner shall provide an adequately constructed road access to the waste/recycling storage room or area suitable for waste/recycle vehicles. Direct access to the containers and carts is required. Any additional services (i.e. winching of containers) may result in extra charges.

29. **Tree Protection**

The Owner acknowledges and agrees that all trees to be retained, as shown on the approved Landscape Plan and identified in the Tree Conservation Report, 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, Real Estate 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.

30. **Tree Permit**

The Owner acknowledges and agrees it shall comply with the provisions set out in the City's Tree Protection By-law, being By-Law No. 2020-340, as amended.

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

Upon execution of this Agreement, the Owner shall pay cash-in-lieu of parkland in the amount of \$318,765.10 as referenced in Schedule "B" herein. The Owner shall also pay the parkland appraisal fee of \$500.00 plus H.S.T. of \$65.00, as referenced in Schedule "B" herein. Pursuant to the City's Parkland Dedication By-law, being By-law No. 2009-95, as amended, 40% of said funds collected shall be directed to City wide funds, and 60% shall be directed to Ward 4 funds.

32. **Joint Use, Maintenance and Liability Agreement**

- (a) The Owner acknowledges and agrees that should the lands be severed in the future by means other than a Declaration of a Condominium, it shall ensure that the future owner of the freehold units shall enter into a Joint Use, Maintenance and Liability Agreement which shall be binding upon the owners and all subsequent purchasers to deal with the joint use, maintenance and liability of the common elements, including but not limited to any private roadway(s) and concrete sidewalks; common grass areas; common party walls, exterior walls; common structural elements such as the roof, foundations; common parking areas; sewers and watermains, for the mutual benefit and joint use of the owners; and any other elements located in the common property; and the Joint Use, Maintenance and Liability Agreement shall be filed with the General Manager, Planning, Real Estate and Economic Development.
- (b) The Owner shall file with the General Manager, Planning, Real Estate and Economic Development, an opinion from a solicitor authorized to practice law in the Province of Ontario that the Joint Use, Maintenance and Liability Agreement is binding upon the owners of the land and all subsequent purchasers to deal with the matters referred to Paragraph ___ (a) above.
- (c) The Owner acknowledges and agrees that the Joint Use, Maintenance and Liability Agreement shall be registered on the Owner's lands at no cost to the City, and a copy of the registered agreement shall be provided to the General Manager, Planning, Real Estate and Economic Development.

- (d) The Owner acknowledges and agrees that the Joint Use, Maintenance and Liability Agreement shall include a clause that transfers all legal and financial obligations required under the Joint Use, Maintenance and Liability Agreement to future owners, successors and assigns in title of the subject lands.

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

The Owner acknowledges and agrees it shall obtain approval from the Chief Building Official, Building Code Services prior to installation of any signs on the subject lands. The Owner further acknowledges and agrees that any such signs shall be installed in a location to the satisfaction of the Chief Building Official, Building Code Services and the General Manager, Planning, Real Estate and Economic Development, and in accordance with the City's Permanent Signs on Private Property By-law No. 2016-326, as amended.

34. **Release of Previous Site Plan Agreement**

The Owner and the City agree that the Site Development Agreement registered on August 3, 2007 as Instrument No. OC299846 can be released from title to the subject lands described in Schedule "A" hereto upon registration of this Agreement. The Owner acknowledges and agrees that the release of the aforementioned agreements shall be registered by the City, and all costs shall be borne by the Owner.

35. **Confirmation of Hydro One Approval for Works in Hydro Corridor**

The Owner shall submit proof of Hydro One's formal approval for all site works located within the Hydro Corridor easement prior to the registration of site plan agreement. The Owner agrees to provide confirmation of Hydro One's approval prior to the issuance of building permits, to the satisfaction of the General Manager, Planning, Real Estate, and Economic Development.

A Hamlin

July 15, 2022

Date

Allison Hamlin
Acting Manager, Development Review West
Planning, Real Estate and Economic
Development Department

Enclosure: Site Plan Control Application approval – Supporting Information

SITE PLAN CONTROL APPROVAL APPLICATION SUPPORTING INFORMATION

File Number: D07-12-19-0187

SITE LOCATION

1131 and 1151 Teron Road, and as shown on Document 1.

SYNOPSIS OF APPLICATION

The site is located at the southwest corner of Teron Road and March Road. The property is approximately 1.87 hectares in size and made up of two lots: 1131 Teron Road is a rectangular parcel of land on the east side of Teron Road and 1151 Teron Road is a large triangular parcel of land immediately to the north and is wedged between Teron Road and March Road. The smaller rectangular parcel is currently occupied by vacant detached dwelling and the larger parcel is vacant. There are two hydro-electric overhead lines along the edge of the larger parcel running parallel to March Road that are protected through easements.

Surrounding land uses include a townhouse development to the south and west, and commercial office and light industrial uses to the north and east. Teron Road is a Major Collector road, while March Road is a Major Arterial road identified for a future bus rapid transit (BRT) route. A future BRT transit station is proposed at the March Road/Teron Road intersection.

The applicant is proposing to construct a three-storey, 18-unit apartment building at 1131 Teron Road and a nine-storey, 120-unit apartment building at 1151 Teron Road. The two buildings will share a total of 200 parking spaces including 172 resident parking spaces and 28 visitor parking spaces. The parking lot will be located at the rear of the site, within the hydro corridor. A total of 94 bicycle parking spaces will be provided in the parking garage. A single access from Teron Road is proposed between the two buildings. No access is proposed from March Road. The entrance to the parking garage is proposed to be located at the rear of the low-rise building.

The communal amenity space will be located an area of open space in the rear portion of the site. Extensive landscaping will be provided around the perimeter of the site. A 2.1-metre wood screen fence would be provided along the lot line abutting the Bethune Condominium site.

The properties were subject to a Zoning By-law amendment application in 2019 in order to permit the proposed development (D02-02-19-0137).

DECISION AND RATIONALE

This application is approved for the following reasons:

- The proposal is in conformity with the General Urban Area designation policies in the Official Plan, which permit a range of housing types and tenures.
- The proposal is in conformity with the City's Council approved Transit Oriented Development Guidelines which are applicable to this site.
- The proposal is in conformity with the zoning provisions set out by the applicable Residential Fifth Density exception zone, R5A[2144] S327.
- Many positive changes were made throughout the review of the site plan application in response to feedback received during the process, including the removal of an access from March Road, a reduction in the number of units, revisions to the massing of the buildings, and revisions to the parking layout and site circulation.
- The proposal represents good planning.

PARKLAND DEDICATION

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

CONSULTATION DETAILS

Councillor's Concurrence

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

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.

Summary of public comments and responses

Concern: Proposed Height and Massing

- The building is too high; it should not be more than three storeys.
 - The apartment building is not compatible with two-storey townhouses in the surrounding neighbourhood.
 - The building is too large for the site and is being squeezed into the space between Teron Road and the Hydro easements.

Response: The site is currently zoned for a mid-rise apartment building of nine storeys in height. This application seeks to streamline the articulated shape of the building and allow nine storeys rather than a series of step-backs at the northern end of the building, while retaining the step-backs at the south end abutting the townhouse development.

The height of the proposed development is in keeping with the intent of the Official Plan and through the transitioning of building heights at the southerly end of the building, moves the massing away from the nearby low-rise development. The proposal capitalizes on an intensification opportunity by developing an underutilized site with new housing in an area where services and infrastructure are available.

Concern: Beaverbrook was designed as a “Garden City” and it is inappropriate to approve a development that is not compatible with the Beaverbrook character.

Response: Given the site’s location on the periphery of the community, adjacent to employment areas and on a major arterial, the property is suited for higher density development. The proposed Zoning By-law amendment has been evaluated according to current planning documents that have been approved by Council and are in effect today. The proposal is compatible with planning policies in effect.

Concern: Loss of privacy

- Concern for a loss of privacy for adjacent units in the Bethune Condominium.

Response: The zoning provisions prohibit balconies in the rear yard of the building closest to the Bethune Condominium. In addition, there is a minimum setback of 7.5 metres from the southerly lot line, and a three-storey height for the portion of the building closest to Bethune Condominium units. These measures reduce impact of the new building on the nearby units and their private amenity areas. Window placement is not within the scope of the Zoning By-law.

Concern: Light Pollution

- There will be nuisance from light spilling out of the building’s windows, vehicle headlights and parking lot lights. All these sources of light must be screened.
- There will be headlight glare at night as cars using the Teron Road access go past Bethune Condominium townhouses on their way to and from the parking lot.

Response: A site lighting plan was prepared by the applicant and reviewed as part of this application. It confirms that there will be minimal spillage onto adjacent properties. Lighting specifications in effect for new developments permit only a minimal amount of light at the property line and require the use of full cut-off light fixtures in a parking lot, which ensure that light is cast downwards rather than out towards adjoining properties. Because the parking lot has direct access to March Road, a proportion of the traffic will use that rather than the Teron Road access. In addition, fencing and landscaping will provide screening along the southerly property line adjacent to the Bethune Condominium.

Concern: This will cause a decrease in property values for nearby owners.

Response: There is no evidence that development applications and new construction adversely affect property values.

Concern: Pedestrians will attempt to cut through the Bethune Condominium property. There must be a solid fence such as chain-link fence and cedar hedge to prevent pedestrians cutting through.

Response: There is no destination that would encourage residents of the new building to short-cut through the Bethune Condominium. A combination of fencing and landscaping along the southerly property line next to the Bethune Condominium will be installed, preventing access.

Concern: Increase in traffic

- An apartment building should not be allowed until the intersections of Steacie Drive/Teron Road and Teron Road/March Road have been redesigned.
- During morning and afternoon rush hours, traffic on Teron Road is sometimes backed up from March Road to Campeau Drive. Vehicles turning left from Steacie Drive onto Teron Road may wait up to 15 minutes to make the turn.
- Adding 100 apartments at the corner will make the congestion on Teron Road worse. A traffic light should be installed in front of the building.

Response: A Transportation Impact Assessment was submitted in support of the proposed development and concluded that the adjacent road network can safely handle the anticipated traffic generated by the building. A southbound left turn lane from Teron Road into the site will be constructed, as well as a right-in, right-out access on March Road. A new sidewalk along the Teron Road and pathway along March Road through the Hydro easement will provide opportunity for pedestrians to travel safely through the area. Although the Teron Road/Steacie Drive and Teron Road/March Road intersections may currently experience congestion at peak times, the capacity of the streets and nearby intersections can safely accommodate the additional traffic into the local road network. Any existing congestion is unrelated to this development application and will not be exacerbated by the proposal.

Concern: Access road is close to neighbouring units

- The access road running between Teron Road and March Road will be used by residents of the building, but also the public as a short-cut. This will increase traffic and noise for nearby residents.
- There will be continual revving of engines as cars go past Bethune Condominium townhouses on their way to and from the apartments or commercial uses.

Response: Fencing and landscaping will be installed along the southerly property line adjacent to the Bethune Condominium to provide screening. Only a very short segment of the road is close to the Bethune Condominium, because most of the access road is abutting the three-storey building at 1131 Teron Road. In addition, a site lighting plan is a standard Site Plan requirement, which must demonstrate that there will be minimal light spillage at the property line.

Concern: Proposed parking lot in the Hydro easement.

- A large parking lot will create nuisance for neighbours from engine noise, light spillover, snow removal noise and exhaust fumes.

- Most rental mid-rise and high-rise rental apartment buildings in Kanata have surface parking for visitors but tenants park underground. Just because this site has lots of space for surface parking doesn't mean it should be allowed.
- This parking lot must have adequate landscaping around it, especially next to Bethune Condominium.

Response: The current zoning of the property permits parking within the Hydro easement. The parking lot would be located along March Road, away from the nearest residential unit and is abutting communal open space in the Bethune Condominium. The parking lot will be extensively landscaped along the southerly property line, minimizing any adverse impacts.

Concern: Building Design

- The site marks the gateway from the north to the Beaverbrook community. The northern prow of the building should step down to seven storeys, extend to the line of double balconies near the west end of the building and be a curved bay clad in high quality material.
- The building material should be brick except the very upper floors. Rather than rise straight from ground to top, the top two floors should be set slightly set back.
- The look of the building will dominate the view, so it must look good.

Response: The gateway aspect of the Teron Road/March Road intersection makes this corner an appropriate location for a taller building. The tallest portion of the building will be oriented to that corner, both as a focal point and to keep height away from low rise residential use to the south.

Concern: Proper bicycle storage areas need to be provided for the residents and commercial tenants.

Response: Bicycle parking in accordance with by-law requirements will be provided

Concern: Existing servicing infrastructure is not adequate to service proposed use.

Response: Detailed servicing reports were prepared by the applicant in support of this site plan control application, and reviewed by the City's engineers. There is sufficient servicing capacity to support the proposed use.

Concern: The building will be occupied by renters rather than owners, so there will be more noise, nuisance and crime.

Response: Tenure of a building is not a factor in the evaluation of development applications.

Concern: There will be noise, dust, vibration, contractors' traffic and other nuisances during construction.

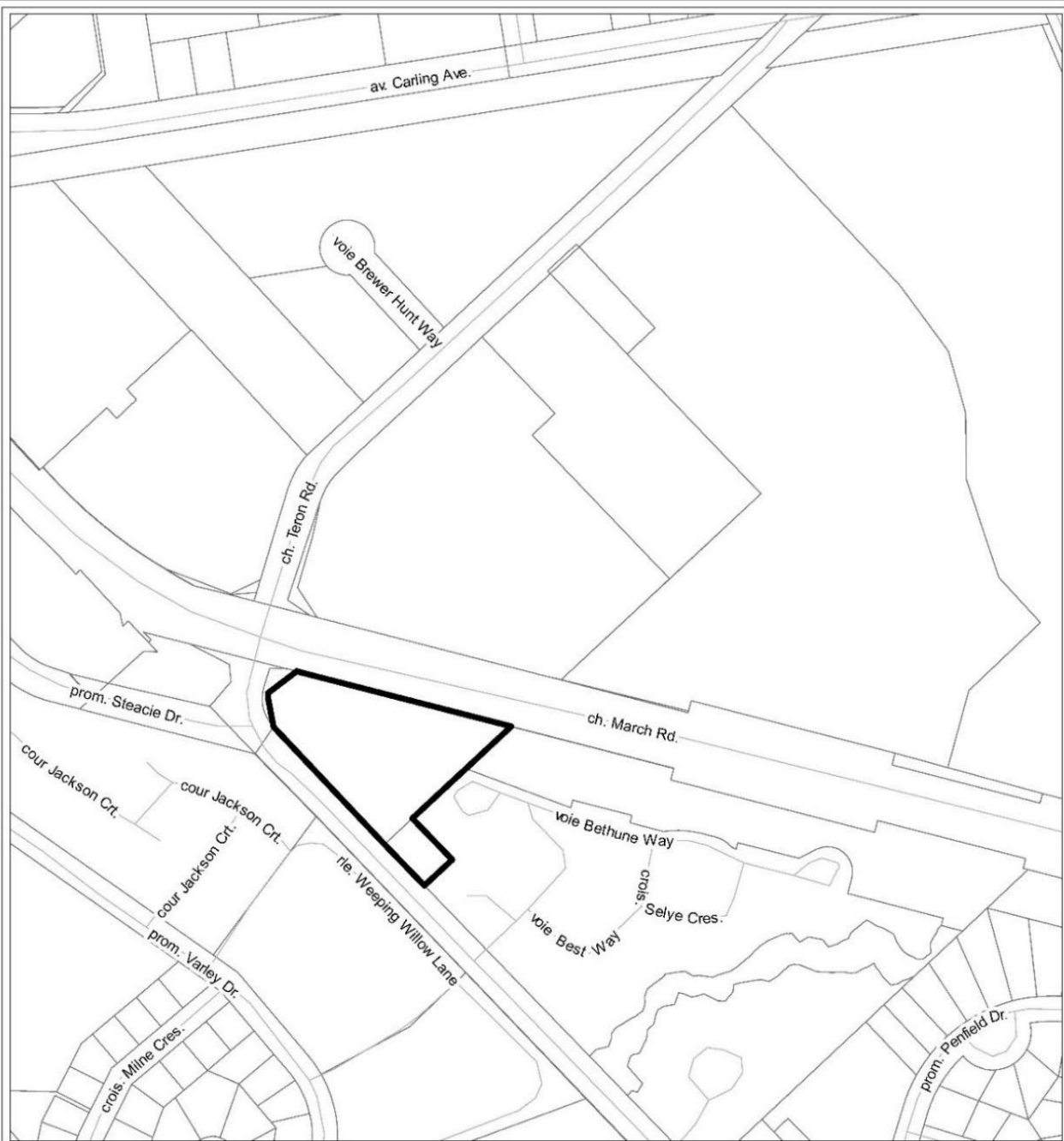
Response: Construction activities are regulated by By-laws concerning allowable hours of work, requirements for dust control and permitted noise levels. Although



some nuisance may occur for a limited period when a new development is under construction, activities must fall within the allowable guidelines

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 need for revisions.

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



		LOCATION MAP / PLAN DE LOCALISATION SITE PLAN / PLAN D'EMPLACEMENT	
D07-12-19-0187	21-0747-L	 1131, 1151 ch. Teron Rd.	
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