



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

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Site Location: 1364, 1368, 1370 Stittsville Main Street

File No.: D07-12-22-0059

Date of Application: April 11, 2022

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This SITE PLAN CONTROL application submitted by Rod Price, on behalf of Bayview Stittsville Inc., is APPROVED as shown on the following plan(s):

1. **East & West Elevations, A301**, prepared by Mataj Architects, dated July 18, 2021, revision 3 dated June 29, 2022.
2. **Erosion Control Plan and Detail Sheet, ECDS-1**, prepared by Stantec Consulting Ltd., dated March 28, 2022, revision 5 dated March 23, 2023.
3. **Grading Plan, GP-1**, prepared by Stantec Consulting Ltd., dated March 28, 2022, revision 5 dated March 23, 2023.
4. **North & South Elevations, A302**, prepared by Mataj Architects, dated July 18, 2021, revision 3 dated June 29, 2022.
5. **Notes and Legends Plan, NL-1**, prepared by Stantec Consulting Ltd., dated March 28, 2022, revision 5 dated March 23, 2023.
6. **Predevelopment Existing Storm Drainage Plan, SD-1**, prepared by Stantec Consulting Ltd., dated March 28, 2022, revision 5 dated March 23, 2023.
7. **Sanitary Drainage Plan, SA-1**, prepared by Stantec Consulting Ltd., dated March 28, 2022, revision 5 dated March 23, 2023.
8. **Site Plan – Details, ASP-4**, prepared by Mataj Architects, dated February 9, 2022, revision 2 dated June 29, 2022.
9. **Site Plan – Grade Level, ASP-2**, prepared by Mataj Architects, dated February 9, 2022, revision 6 dated December 9, 2022.
10. **Site Plan – Loading Space Truck Maneuvering, ASP-3**, prepared by Mataj Architects, dated February 9, 2022, revision 2 dated June 29, 2022.
11. **Site Plan – Roof Level, ASP-1**, prepared by Mataj Architects, dated March 25, 2022, revision 6 dated December 9, 2022.
12. **Site Servicing Plan, SSP-1**, prepared by Stantec Consulting Ltd., dated March 28, 2022, revision 5 dated March 23, 2023.
13. **Storm Drainage Plan, SD-2**, prepared by Stantec Consulting Ltd., dated March 28, 2022, revision 5 dated March 23, 2023.
14. **Tree Conservation Report & Landscape Plan**, prepared by James B. Lennox & Associates Landscape Architects, dated February 2022, revision 9 dated February 27, 2023.

And as detailed in the following report(s):

1. **Phase One Environmental Site Assessment 1364, 1368, 1370 Stittsville Main Street, Stittsville, ON**, prepared by Bayview Stittsville Inc., dated March 22, 2022, final report.
2. **Roadway Traffic Noise Assessment**, prepared by Gradient Wind Engineers & Scientists, dated March 8, 2022.
3. **Site Servicing and Stormwater Management Report: The Landing on Main (1364-1370 Stittsville Main Street)**, prepared by Stantec Consulting Ltd., dated March 25, 2022, revision 3 dated March 21, 2023.
4. **Subsurface Investigation**, prepared by Yuri Mendez Engineering, dated June 6, 2022, revision 4 dated December 27, 2022.
5. **Tree Protection and Preservation Report for City Maple at 1364-1370 Stittsville Main Street**, prepared by IFS Associates, dated July 29, 2022.

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. **Development Charges – Instalment Option**

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

**Special Conditions**

12. **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.

13. **Funds for a Crossing Guard**

Prior to the registration of this Agreement, the Owner acknowledges and agrees to confirm of its arrangement with the Road Safety and Traffic Investigations Branch to employ a crossing guard and to provide evidence that funding has been paid in respect to such employment, in the amount of \$8,000. This confirmation shall be to the satisfaction of the General Manager, Planning, Infrastructure and Economic Development Department. The Owner further acknowledges and agrees that the crossing guard shall be positioned at a location to be decided in the future based on a safety assessment, to be conducted by the Road Safety and Traffic Investigations Branch and the Owner, to determine the location where a crossing guard is most needed to assist the public in crossing the street. The Owner further acknowledges and agrees that funding for the crossing guard will be required for the duration of excavation and construction on the subject lands for the number of months that coincide with the school year, in a location where a crossing guard is most needed to assist the public in crossing the street.

14. **Asphalt Overlay**

Due to the number of road cut permits required to service this development, the Owner shall install an asphalt overlay over the total area of the public driving surface of Stittsville Main Street fronting the subject lands, as shown on the approved Site Servicing Plan, referenced in Schedule "E" hereto. The overlay shall be carried out to the satisfaction of the General Manager, Planning, Real Estate and Economic Development. The Owner acknowledges and agrees that all costs are to be borne by the Owner.

15. **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.

16. **Private Approach Detail (Alternate #2)**

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.

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. **Stationary Noise Study**

The Owner covenants and agrees that it shall retain the services of a professional engineer licensed in the Province of Ontario to undertake a Stationary Noise Study and acceptance of the report by the City is required. The Owner further acknowledges and agrees that it shall provide the General Manager, Planning, Real Estate and Economic Development Department with confirmation issued by the professional engineer that the Owner has complied with all recommendations and provisions of the Stationary Noise Report, prior to building occupancy, which confirmation shall be to the satisfaction of the General Manager, Planning, Real Estate and Economic Development Department.

19. **Noise Control Attenuation Measures**

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

- (a) Development is to be equipped with central air conditioning;
- (b) further to subsection above, the location and installation of any outdoor air conditioning device(s) shall comply with the noise criteria of the Ministry of the Environment, Conservation and Parks' Publication NPC-216, dated 1993, and the Environmental Noise Guidelines for Installation of Residential Air Conditioning Devices, dated September 1994, as amended, in order to minimize the noise impacts both on and off the immediate vicinity of the subject lands.
- (c) 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;
- (d) 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 \_\_\_\_\_ below.

20. **Notice on Title – Noise Control Attenuation Measures**

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

Type A – Increasing Roadway Traffic

“The Purchaser/Lessee for himself, his heirs, executors, administrators, successors and assigns acknowledges being advised that noise levels due to increasing roadway 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.”

#### Type D – Central Air Conditioning

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

#### 21. **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 Subsurface 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.

#### 22. **Soil Management**

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

#### 23. **Groundwater Management**

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

#### 24. **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.

25. **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 Servicing and Stormwater Management Report and Site Servicing Plan, 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.

26. **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.

27. **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.

28. **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.



29. **Water Plant**

The Owner acknowledges and agrees that the water plant within the lands is a private watermain. The Owner further acknowledges and agrees that the private watermain and appurtenances thereto are to be maintained by the Owner at its own expense, in perpetuity. The Owner performing maintenance on critical infrastructure, such as private watermains and private fire hydrants, shall maintain adequate records as proof of having done so in accordance with applicable regulations, and that the records shall be retained for review by the City and or the Ottawa Fire Services when requested.

30. **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.

31. **Leak Survey**

The Owner acknowledges and agrees that the Water Plant and sewer service within the lands is a private system, including Private Services and sewer services and appurtenances, and the Owner acknowledges and agrees that it is responsible for the operation, maintenance and/or replacement, in perpetuity, of the Private Services and sewer system, including the Private Watermains, private hydrants, private sanitary and storm sewer infrastructure (collectively the "private system") which are located on the lands and that the Owner will retain copies of all the associated Work and maintenance contracts, and make said contracts available for inspection upon demand by the City.

Further, the Owner acknowledges and agrees to have a Professional Engineer, licensed in the Province of Ontario, conduct regular inspections of the water system and sewer system, which includes a leak detection survey at least every five (5) years and a video of the sanitary sewer system to check for major water infiltration into the private system. Copies of the inspection reports and videos shall be provided to the General Manager, Infrastructure and Water Services and Fire

Services. The Owner further acknowledges and agrees that as part of the Owner's ongoing maintenance responsibility for the private system, repairs to the system must be completed immediately to correct any deficiencies which contribute to water loss or leakage of infiltration within the private system. Any deficiencies shall be immediately reported to the City. The Owner acknowledges and agrees to notify the General Manager, Infrastructure and Water Services when such repairs have been completed.

32. **Use of Explosives and Pre-Blast Survey**

The Owner acknowledges and agrees that all blasting activities will conform to the City's Standard S.P. No. F-1201 entitled Use of Explosives, as amended. Prior to any blasting activities, a pre-blast survey shall be prepared as per S.P. No. F-1201, at the Owner's expense, for all buildings, utilities, structures, water wells and facilities likely to be affected by the blast, in particular, those within seventy-five (75) metres of the location where explosives are to be used. The standard inspection procedure shall include the provision of an explanatory letter to the owner or occupant and owner with a formal request for permission to carry out an inspection.

33. **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.

34. **Site Lighting Certificate**

- (a) In addition to the requirements contained in clause 19 of Schedule “C” hereto, the Owner acknowledges and agrees, prior to the issuance of a building permit, to provide the City with a certificate from an acceptable professional engineer, licensed in the Province of Ontario, which certificate shall state that the exterior site lighting has been designed to meet the following criteria:
  - (i) it must be designed using only fixtures that meet the criteria for full cut-off (sharp cut-off) classification, as recognized by the Illuminating Engineering Society of North America (IESNA or IES);
  - (ii) and it must result in minimal light spillage onto adjacent properties. As a guideline, 0.5 fc is normally the maximum allowable spillage.
- (b) The Owner acknowledges and agrees that, upon completion of the lighting Works and prior to the City releasing any associated securities, the Owner shall provide certification satisfactory to the General Manager, Planning, 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.

35. **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.

36. **Exterior Elevations Drawings**

The Owner acknowledges and agrees to construct the proposed building in accordance with the approved Elevations Plans, referenced in Schedule “E” herein. The Owner further acknowledges and agrees that any subsequent proposed changes to the approved Elevations Plans shall be filed with the General Manager, Planning, 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.

37. **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.

38. **Waste Collection**

The Owner acknowledges and agrees that residential cart (and/or container) garbage, recycling, and organic waste collection will be provided by the City from a centralized refuse room or area. The Owner shall provide, at its own expense, adequate storage for the containers and carts and acknowledges it is recommended that they be placed on a concrete floor. The Owner shall provide an adequately constructed road for direct access to the garbage/recycling/organic waste storage room or area suitable for garbage/recycle/organic waste collection vehicles. Any additional services (i.e. winching of containers) may result in extra charges.

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

39. **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.

40. **Tree Permit**

The Owner acknowledges and agrees that any trees to be removed shall be removed in accordance with an approved Tree Permit and the Tree Conservation

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

41. **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 Stittsville Main 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.

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

Upon execution of this Agreement, the Owner shall pay cash-in-lieu of parkland in the amount of \$192,277.698 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, as amended, 40% of said funds collected shall be directed to City wide funds, and 60% shall be directed to Ward 6 funds.

43. **Notice on Title - School Accommodation**

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 Ottawa-Carleton District School Board has pupil accommodation concerns for this dwelling unit. The Purchaser/Lessee agrees to inform prospective purchasers or tenants in all subsequent agreements of purchase and sale and lease agreements that school accommodation pressures exist in the Ottawa-Carleton District School Board, which are currently being addressed by the utilization of portable classrooms and/or by directing students to school outside their community."

"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."

April 28, 2023

\_\_\_\_\_  
Date

*A 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

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**File Number:** D07-12-22-0059

### SITE LOCATION

The site is located on the west side of Stittsville Main Street north of Beverly Street, consisting of three properties, and as shown on Document 1.

### SYNOPSIS OF APPLICATION

The subject site is comprised of three separate parcels (1364, 1368, 1370 Stittsville Main Street) and is approximately 5,011 sq.m. in area with a frontage of approximately 68m along Stittsville Main Street.

The property is currently vacant except for hedges, trees and other vegetation. The proposed development consists of a four-storey residential apartment building with 71 residential units and 6,557.2 sq. m. of GFA, and one commercial space on the ground floor with approximately 76.8 sq. m. of GFA. A small patio space is provided outside of the commercial unit. Surface parking for the residents will be at the rear of the property provided by surface parking with landscape buffering along the property lines. Hedges along the rear property line and a tree of significance on Stittsville Main Street will be retained to assist with transition into the adjacent low-rise residential neighbourhood and act as a natural buffer, as well as protect and maintain a tree of significance characterized with the property.

The development is within the Stittsville Main Street Community Design Plan and through the review process, the applicant made efforts to meet the intent of the policies. This is reflected in the building design, materiality, and uses. The applicant underwent a Committee of Adjustment application for a Minor Variance to reduce the required minimum front yard setback in efforts to preserve a municipally owned tree of significance in the ROW.

### Residential Units and Types

Dwelling Type	Number of Units
Apartment	71

### Related Applications

The following applications are related to this proposed development:

- Committee of Adjustment Minor Variance application – D08-02-22/A-00166

## **DECISION AND RATIONALE**

This application is approved for the following reasons:

- The proposal conforms to the policies set out in the Official Plan and aligns with the direction of the Stittsville Main Street Community Design Plan.
- Conditions of approval have been included in this report in order to ensure the proposed development is constructed in conformity with City policies and guidelines.
- The proposal is in compliance with the Zoning By-law having received approval from the Committee of Adjustment for a Minor Variance reducing the front yard setback due to preservation of a tree of significance. The Committee of Adjustment Minor Variance application (D08-02-22/A-00166) was approved on July 15<sup>th</sup>, 2022.
- The proposal represents an appropriate site design under the current policy framework and represents good planning.

## **PARKLAND DEDICATION**

Parkland dedication, in accordance with By-law 2022-280, 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 Comments**

Councillor Glen Gower was aware of the application related to this report and 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

Comment: The colour scheme does not go with the rest of Main Street.

Response: The applicant revised the materiality and colour scheme to better fit with the Stittsville Main Street Community Design Plan objectives by reducing the amount of white cladding and increasing the amount of wood accent.

Comment: A construction management plan should include how the contractor will manage traffic control and contractor parking to eliminate further congestion during the



construction process.

Response: A construction management plan will be developed by the applicant as the development proceeds through the Commence Work/Early Servicing and Building Permit process. The contractor will be responsible for meeting all Ministry of Labour requirements and will ensure that minimal disruptions occur along Stittsville Main Street. This will include proper traffic controls are in place to ensure a safe working environment.

#### **Technical Agency/Public Body Comments**

N/A

#### **Advisory Committee Comments**

N.A



#### **APPLICATION PROCESS TIMELINE STATUS**

This Site Plan application was not processed by the On Time Decision Date due to the complexity of issues needing to be resolved.

**Contact:** Molly Smith Tel: 613-580-2424, ext. 25910 or e-mail: [molly.smith@ottawa.ca](mailto:molly.smith@ottawa.ca)

# Document 1 – Location Map



		LOCATION MAP / PLAN DE LOCALISATION SITE PLAN / PLAN D'EMPLACEMENT	
D07-12-22-0059	22-0328-D	 <b>1364-1370 rue Stittsville Main Street</b>	
I:\CO\2022\Site\Stittsville Main_1364_1370			
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REVISION / RÉVISION - 2022 / 04 / 12		