



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

Site Location: 70 Richmond Road and 376 Island Park Drive

File No.: D07-12-22-0082

Date of Application: May 16, 2022

This SITE PLAN CONTROL application submitted by Paul Black, Fotenn Planning + Design on behalf of Devtrin (Island Park) Inc. (Rob Wells), is APPROVED as shown on the following plan(s):

1. **Site Grading Plan**, SG-01, prepared by Lithos, dated JUNE, 2020, revision 12 dated OCT 12, 2023.
2. **Site Servicing Plan**, SS-01, prepared by Lithos, dated JUNE, 2020, revision 11 dated OCT 12, 2023.
3. **Erosion Control Plan**, EC-01, prepared by Lithos, dated JUNE, 2020, revision 11 dated OCT 12, 2023.
4. **Drawing Details**, DD-01, prepared by Lithos, dated JUNE, 2020, revision 11 dated OCT 12, 2023.
5. **Site Plan**, A1.00, prepared by Hobin Architecture, dated 220513, revision F dated 23.10.11.
6. **Roof Plan – PH**, SPA13, prepared by Hobin Architecture, dated 03/02/23, revision A dated 231011.
7. **Mechanical Roof**, SPA14, prepared by Hobin Architecture, dated 03/02/23, revision A dated 231011.
8. **Elevations**, A3.02, prepared by Hobin Architecture, dated 230404, revision D dated 231011.
9. **Elevations**, A3.01, prepared by Hobin Architecture, dated 230404, revision D dated 231011.

10. **Heritage Plans – New Location**, A1.52, prepared by Hobin Architecture, dated 01/27/23, revision D dated 231011.
11. **Heritage Sections – New Location**, A1.53, prepared by Hobin Architecture, dated 01/27/23, revision D dated 231011.

And as detailed in the following report(s):

1. **Functional Servicing and Stormwater Management Report**, prepared by Lithos Group, dated June 2023.
2. **Roadway Traffic Noise Assessment**, prepared by Gradient Wind, dated August 12, 2021.
3. **Phase I ESA**, prepared by ERIS, dated July 3, 2020.
4. **Phase I - Environmental Site Assessment Update Memo**, prepared by Paterson Group, dated July 12, 2021
5. **Phase II – Environmental Site Assessment**, prepared by Paterson Group, dated July 14, 2021.
6. **Geotechnical Investigation**, prepared by Paterson Group, dated May 10, 2022.
7. **Transportation Impact Assessment**, prepared by GCGH, dated March 2023.
8. **Cultural Impact Heritage Statement**, prepared by John Stewart Commonwealth Historic Resource Management, dated January 2022.
9. **Pedestrian Level Wind Study**, prepared by Gradient Wind, dated August 12, 2021.
10. **Pedestrian Level Wind Study, Addendum**, prepared by Gradient Wind, dated May 13, 2022.

And subject to the following General and Special Conditions:

General Conditions

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

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

2. **Permits**

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

Special Conditions

10. **On-Site Parking**

- (a) 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 alternate 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 issued 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.
- (b) The Owner acknowledges and agrees that a notice-on-title respecting on-site parking 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.

11. 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 any 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.”

12. 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.

13. 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) each unit is to be equipped with central air conditioning;
- (b) further to subsection (a) 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 14 below.

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:

Type D – Central Air Conditioning

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

Ending Paragraph

“The Purchaser/Lessee covenants with the Vendor/Lessor that the above clauses, verbatim, shall be included in all subsequent agreements of purchase and sale, and lease agreements for the lands described herein, which covenant shall run with the said lands.”

15. Certification Letter for Noise Control Measures

- (a) The Owner acknowledges and agrees that upon completion of the development and prior to occupancy and/or final building inspection, it shall retain a Professional Engineer, licensed in the Province of Ontario with expertise in the subject of acoustics related to land use planning, to visit the lands, inspect the installed noise control measures and satisfy himself that the installed recommended interior noise control measures comply with the measures in the Roadway Traffic Noise Assessment 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, and shall be based on the following matters:

- (i) Actual site visits, inspection, testing and actual sound level readings at the receptors;
- (ii) Previously approved Detailed Noise Control Studies, Site Plan and relevant approved Certification Letters (C of A) or Noise thresholds of the City's Environmental Noise Control Guidelines; and
- (iii) Non-conditional final approval for release for occupancy.

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.

16. 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, 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.

17. 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.

18. 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.

Where available information reveals that contamination extends into a City right-of-way and submission of an RSC is not possible, a building permit may be issued, at the sole discretion of the Chief Building Official, on a phased basis:

- (a) where the Owner has executed an off-site management agreement with the City to remediate the right-of-way and the site or;
- (b) where the Owner has completed remediation Work on the right-of-way to the satisfaction of the General Manager, Planning, Real Estate and Economic Development.

19. 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.

20. 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.

21. 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 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.

22. 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.”

23. Requirement for a Grease Trap

In accordance with the City's Sewer Use By-law, being By-law No. 2003-514, as amended, the Owner acknowledges and agrees to install a grease trap on the internal sanitary plumbing system when a restaurant is established on the lands.

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. Protection of City Sewers

- (a) Prior to the issuance of a building permit, the Owner shall, at its expense:
 - (i) provide the General Manager, Planning, Real Estate and Economic Development with the engineering report from a Professional Engineer, licensed in the Province of Ontario, which report shall outline the impact of the proposed building's footing and foundation walls, on the City sewer system, that crosses the Richmond Road and Island Parkway frontages (the "City Sewer System") and the impact of the existing City Sewer System on the building's footing and foundation walls;
 - (ii) obtain a legal survey acceptable to the General Manager, Planning, Real Estate and Economic Development and the City's Surveyor, showing the existing City Sewer System within Richmond Road and Island Parkway and the location of the proposed building and its footings in relation to the City Sewer System;
 - (iii) obtain a video inspection of the City Sewer System within Richmond Road and Island Parkway 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 Richmond Road and Island Parkway 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 Richmond Road and Island Parkway and compensate the City for the full amount of any required repairs to the City Sewer System.

26. 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.

27. 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.

28. 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.

29. 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.

30. Off-site Contaminants

The Owner agrees that, within six months of registration of a Site Plan Agreement or prior to any building permit issuance, whichever comes first, enter into an Off-Site Contaminants Agreement, with the City to address the City's concerns with respect to the off-site contaminants from the subject lands. The Owner acknowledges and agrees that no securities shall be released until such time as the Off-Site Contaminants Agreement has been fully executed by the Owner and the City, to the satisfaction of the City Solicitor, Legal Services.

31. Off-Site Contamination Management Agreement

The Owner acknowledges and agrees that where contamination emanating from the site and impacting the City's rights-of-way is discovered during the course of the Works, the Owner shall notify the Manager, Realty Services immediately in writing and agrees to enter into an Off-Site Management Agreement with the City to address the contamination in the rights-of-way. The Owner shall be responsible

for all associated costs with the Off-Site Management Agreement, which agreement shall be to the satisfaction of the General Manager, Planning, Real Estate and Economic Development.

32. 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.

33. Use of Explosives and Pre-Blast Survey

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

34. 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.

35. 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.

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.

36. Transportation Impact Assessment

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

37. 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.

38. 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.

39. 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 Richmond Road and Island Park Drive 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.

40. 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.

41. **Heritage Cost Estimates**

Prior to the execution of the required site plan agreement by the City, the Owner shall provide financial security in the form of a letter of credit in the amount of \$1,825,852 for the conservation of the Champlain Service Station designated heritage building at 70 Richmond Road, to the satisfaction of the Program Manager, Heritage Planning Branch.

42. **Monetary Contributions Pursuant to Section 37 Agreement (OC2505156. 2022 06 23)**

- (a) Prior to issuance of any building permit, the owner acknowledges and agrees to pay the community benefit monies in the amount of \$750,000.00 (indexed) towards improvements to the Island Park/Richmond intersection (in line with the concept shown as part of the unsafe intersection report from October 2020).
- (b) Prior to issuance of any building permit, the owner acknowledges and agrees to pay the community benefit monies in the amount of \$194,562.54 (indexed) to be put into the Ward 15 ward-specific affordable housing fund.

43. **Parkland Dedication**

The Owner acknowledges and agrees that the conveyance requirement to the City is 157.1 square metres.

The Owner covenants and agrees that the conveyance requirement has been calculated at the rate set out below in accordance with the Parkland Dedication By-law, being By-law No. 2022-280, as amended:

- (i) For cash-in-lieu of conveyance of parkland:
 - 1. For residential > 18 units/net ha: one hectare per 1,000 net residential units but shall not exceed a maximum of 10% of the gross land area where less than or equal to five hectares.
 - 2. For commercial uses: 2% of the gross land area
- (ii) Where land is developed for a mix of uses within a building, the conveyance requirement shall be the cumulative sum for each use, as calculated using the applicable rate prorated proportionally to the gross floor area allocated to each use;

44. **Cash-In-Lieu of Conveyance of Parkland**

Prior to registration of the Site Plan Agreement, the Owner acknowledges and agrees to pay cash-in-lieu of conveyance of parkland as referenced in Schedule "B" herein. Pursuant to the City's Parkland Dedication By-law, being By-law No. 2022-280, as amended, 40% of said funds collected shall be directed to City wide funds, and 60% shall be directed to Ward 15 funds. The Owner shall also pay the parkland appraisal fee of \$800.00 plus H.S.T. of \$104.00, as referenced in Schedule "B" herein.

45. **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 those elements which are to be located in the City's Richmond Road and Island Park Drive rights of way, as shown on the approved Landscape Plan referenced in Schedule "E" herein, including all plant and landscaping material (except municipal trees), Insert other elements to be constructed/placed in the ROW. 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.

46. **Island Park Drive – Service Easement**

Prior to the registration of this agreement the Owner shall ensure an easement is registered within the Island Park Drive Public Right-of-Way, which Public Right-of-Way is owned by the National Capital Commission, in favour of the City, for the underground service laterals, as shown on the approved Servicing Plan referenced in Schedule "E" hereto. The easement shall identify ownership and maintenance responsibilities of said services within the ROW as being that of the City, to the satisfaction of the General Manager, Planning, Real Estate and Economic Development. The Owner shall provide a Reference Plan for registration, indicating the service easement, to the City Surveyor for review and approval prior to its deposit in the Land Registry Office. Such reference plan must be tied to the Horizontal Control Network in accordance with the municipal requirements and guidelines for referencing legal surveys. The Owner acknowledges and agrees to provide an electronic copy of the Transfer and a copy of the deposited reference plan to the City Solicitor prior to registration of the easement. All costs shall be borne by the Owner.

47. **Pre-Construction Meeting**

The Owner agrees to hosting a virtual pre-construction meeting with the community and the Ward Councillor's office prior to the start of excavation and construction on the site.

November 16, 2023

Date



Andrew McCreight
Manager, Central
Planning, Real Estate and Economic
Development Department

Enclosure: Site Plan Control Application approval – Supporting Information



SITE PLAN CONTROL APPROVAL APPLICATION SUPPORTING INFORMATION

File Number: D07-12-22-0082

SITE LOCATION

70 Richmond Road and 376 Island Park Drive, and as shown on Document 1.

SYNOPSIS OF APPLICATION

The property is located at the intersection of Richmond Road and Island Park Drive. The area is characterized by a mix of uses, including commercial and retail spaces, along with residential uses. 70 Richmond Road is occupied by a gas station building, currently designated under Part IV of the *Ontario Heritage Act*, and a surface parking area. It is adjacent to 376 Island Park Drive, which holds a detached dwelling. A 5-metre-wide public lane abuts the property to the west and extends from Richmond Road to the north to Leighton Terrace to the south.

The proposal seeks to construct a nine-storey, mid-rise mixed-use building with 103 dwelling units and a commercial unit at grade. Eight of the residential units are proposed as ground-oriented townhouse units. The applicant has proposed a total of 68 vehicular parking spaces and 81 bicycle parking spaces in an underground parking garage. The proposal also includes private and common amenities that includes a lobby lounge and entrance along with an indoor and outdoor rooftop space. The building is designed to take advantage of an existing public lane, which will provide access to the underground garage for parking, loading and waste management.

The mixed-use building is designed with an L-shaped footprint to preserve and enhance the landscaped public realm at the intersection of Richmond Road and Island Park Drive. The existing heritage designated garage will be incorporated within the proposed building as the focal point for surrounding treatment. The building is grounded with a strong podium and the mid-rise massing is articulated with building step backs at levels six and eight including the use of contrasting material change for the upper two floors. The proposed materials include red brick masonry, aluminum framed windows, metal panel siding as well as glass and aluminum guardrails.

An Official Plan Amendment and Zoning By-law Amendment were approved by Council on June 22, 2022 and allowed the following relief:

- Increased maximum height
- An enclosed rooftop patio as a permitted projection above the height limit
- Reductions to the corner and rear yard setbacks

- Reduced driveway width
- A mezzanine is not considered a storey within ground floor units
- No commercial units may front on Island Park Drive, nor can they be located beyond 31 metres of Richmond Road

In addition to the site-specific zoning provisions, the Zoning By-law Amendment includes a zoning schedule as well as details of a Section 37 contribution. The latter includes cash contributions and are reflected under Condition 42.

A heritage permit has been submitted to alter the former Champlain Oil Company Service Station located at 70 Richmond Road. The property was designated under Part IV of the Ontario Heritage Act by City Council in 2019 as a rare example of a 1930s service station and for its association with the growth in private car ownership in the early twentieth century, and its contextual location on Richmond Road, the historic western gateway to the City. The proposed alterations include the on-site relocation and rehabilitation of the service station and its integration into a nine-storey mixed use mid-rise building containing 85 residential apartment units, ground floor retail, and a two-level underground parking garage. The proposed development also includes the acquisition and demolition of the existing house located at 376 Island Park Drive, a property that does not have heritage status.

Heritage planning staff are of the opinion that the design of the proposed development is compatible with the service station, and that the relocation of the building will maintain the resource’s cultural heritage value. Further, the conservation approach to relocate the building while evaluating, repairing, and maintaining all of its character-defining elements is appropriate and feasible and will be secured through a Letter of Credit (Condition 41), and therefore staff have recommended approval of the heritage permit. Consultation with the BHSC has taken place on May 10, 2022, with consideration from Planning Committee on June 9, 2022.

Having frontage on the National Capital Commission (NCC)-owned Island Park Drive, the applicant has been in communications with the NCC regarding this proposal. The Federal Land Use, Design and Transaction Approval (FLUDTA) process is underway and the NCC is aware of the status of this Site Plan Control application. Although Island Park Drive is under NCC jurisdiction, the Maintenance and Liability agreement requirement detailed under Condition 45 will not include the NCC as a party to the agreement, at their request. Condition 46 introduces the requirement for an easement within the Island Park Drive ROW in order to confirm that the underground service laterals at that location are owned, and to be maintained by, the City.

Residential Units and Types

Dwelling Type	Number of Units
Apartment	103

Related Applications

The following applications are related to this proposed development:

- Official Plan Amendment – D01-01-20-0018
- Zoning By-Law Amendment – D02-02-20-0102

DECISION AND RATIONALE

This application is approved for the following reasons:

- The application is consistent with the Inner Urban Transect of the Official Plan. Richmond Road is identified as a Corridor – Mainstreet and the immediate area is identified as an Evolving Neighbourhood. The Inner Urban Transect is generally planned for mid- to high-density development. It speaks to maintaining and enhancing an urban pattern of built form, prioritizing walking and cycling, and providing direction to hubs, corridors and neighbourhoods. The proposal represents residential intensification within an area designed as 15-minute neighbourhood, and a built form design that is compatible and fits within its surroundings.
- The application is consistent with the Richmond Road/Westboro Secondary Plan. The proposed building responds positively to the Secondary Plan by providing development and intensification on the Mainstreet that incorporates human scale design elements, enhanced pedestrian realm, and compatibility on an appropriate redevelopment site, in addition to the adaptive reuse of a heritage resource. The proposal is consistent with the amendments introduced by Official Plan Amendment D01-01-20-0018
- The proposal is consistent with the Urban Design Guidelines for Development along Traditional Mainstreets.
- The proposal is consistent with the intent of the Zoning By-law and meets all the applicable performance standards of the zone, notably those introduced by Zoning By-law Amendment D02-02-20-0102.
- The proposal has been well designed in consultation with staff and is in keeping with the character of its surroundings in terms of building materials, landscape and site layout. It provides a strong Mainstreet façade along Richmond Road and an at-grade residential façade along Island Park Drive which transitions towards the low-rise residential character of the street.
- The proposal implements community contributions as per the registered Section 37 Agreement.
- The proposed nine storey mix-used development is considered to represent 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.

URBAN DESIGN REVIEW PANEL

The Site Plan Control application was subject to the Urban Design Review Panel process. A formal review meeting was held on July 8, 2022.

The panel's recommendations from the formal review meeting can be found [by following this link](#).

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

- Appropriate transition to the adjacent low-rise neighbourhood
- Additional greening of the site
- Fine tuning of the design of the central glass element, particularly as it interacts with the heritage building
- Some material choices

CONSULTATION DETAILS

Councillor's Comments

Councillor Jeff Leiper is 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.




APPLICATION PROCESS TIMELINE STATUS

This Site Plan application was not processed by the On Time Decision Date due to extended periods of time between review submissions.

Contact: Jean-Charles Renaud. Tel: 613-580-2424, ext. 27629. or e-mail: Jean-Charles.Renaud@ottawa.ca

Document 1 – Location Map



		LOCATION MAP / PLAN DE LOCALISATION SITE PLAN / PLAN D'EMPLACEMENT	
D07-12-22-0082	22-0545-X		70 chemin Richmond Road, 376 promenade Island Park Drive
I:\CO\2022\Site\Richmond_70			
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			 <small>NOT TO SCALE</small>