



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

Site Location: 294, 300 Tremblay Road

File No.: D07-12-23-0128

Date of Application: October 25, 2023

This SITE PLAN CONTROL application submitted by Nico Church, Fotenn Consultants Inc. on behalf of 300 Tremblay LP, is APPROVED as shown on the following plan(s):

- **Site Plan**, SP-01, prepared by Project 1 Studio, dated June 12, 2021, Revision 13, dated October 2, 2023.
- **Elevations**, A201 – A204, prepared by Project 1 Studio, dated June 12, 2021, Revision 13, dated October 2, 2023.
- **Tree Conservation Report & Landscape Plan**, L.1, prepared by James B. Lennox & Associates Inc., July 26, 2023, Revision 3 dated December 1, 2023.
- **Site Grading, Drainage, Servicing and Erosion & Sediment Control Plan**, C101, prepared by McIntosh Perry, Project# CP-20-0190, October 1, 2020, Revision 8, dated October 5, 2023.

And as detailed in the following report(s):

- **Servicing and Stormwater Management Report**, prepared by McIntosh Perry, Project# CP-20-0190, dated October 5th, 2023.
- **Geotechnical Investigation**, prepared by Paterson group, Report #PG5407-1, Revision 4, dated August 31, 2023.
- **Grading Plan Review and Geotechnical Recommendations - MEMO**, prepared by Paterson group, File #PG5407-MEMO.01, Revision 3, dated October 6, 2023.
- **Environmental Noise Control Study**, Report PG5406-1, prepared by Paterson Group, Revision 1, dated September 29, 2023.
- **Phase I-Environmental Site Assessment**, PE4969-1, prepared by Paterson Group, dated July 27, 2020.
- **Phase II-Environmental Site Assessment**, PE4969-2, prepared by Paterson Group, dated August 5, 2020.
- **Confirmation of Environmental Conditions – MEMO**, PE4969-MEMO.01, prepared by Paterson Group, dated August 1, 2023.
- **Environmental Impact Statement – Species at Risk**, prepared by Muncaster Environmental Planning Inc., dated July 13, 2020.

- **300 Tremblay Road TIA Report**, prepared by Parsons, dated February 25, 2021.
- **300 Tremblay Road TIA Strategy Report**, prepared by Parsons, September 18, 2020.

And subject to the following reports to be updated:

- **Confederation Line Level 1 Proximity Study.**

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

General Conditions

1. Prior Site Plan Agreement

The Owner acknowledges and agrees that all terms and conditions of the Site Plan Agreement with the City of Ottawa, registered as Instrument No. OC2493788 on May 25th, 2022 are reconfirmed and are in full force and effect except as otherwise varied or amended in this Agreement. The Owner further acknowledges and agrees that the relevant portion of the Approved Plans referenced in Schedule “E” hereto shall supercede and replace and/or be in addition to, as the case may be, the relevant sections of the corresponding Plans contained in the previous Site Plan Agreement(s).

2. 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.

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.

Special Conditions

11. Plans and Reports to be Updated

Prior to registration of this Agreement, the Owner acknowledges and agrees to update the following plans and studies:

- **Confederation Line Level 1 Proximity Study**

The Owner further acknowledges and agrees that the said study(s) shall be to the satisfaction of the General Manager, Planning, Real Estate and Economic Development

The Owner acknowledges and agrees that the submission of the above noted study(s) may necessitate changes to the plans and reports approved herein. If necessary, the Owner further acknowledges and agrees to provide all revised plans and reports to the General Manager, Planning, Real Estate and Economic Development prior to registration of this Agreement or the issuance of a Commence Work Notification.

12. Transportation Impact Assessment Report

The Owner has undertaken a 300 Tremblay Road TIA Strategy Report and a 300 Tremblay TIA Report for this site, which are both 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 said 300 Tremblay Road TIA Strategy Report and the said 300 Tremblay Road TIA Report, are fully implemented, to the satisfaction of the General Manager, Planning, Infrastructure and Economic Development.

13. 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.

14. 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 will 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 will 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.”

15. 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.

16. 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.

17. O-Train Confederation Line Lands Access

The Owner shall contact the Program Manager, Rail Contracts, operating as O-Train Confederation Line, before it or any of its representatives enter onto the O-Train lands to obtain permission to enter onto the O-Train Confederation Line lands,

and the Owner(s) acknowledges and agrees to make arrangements for any required safety precautions (such as the provision of a flag-person at the Owner's cost).

All access and/or work must be approved prior accessing any lands and submitted for approval with 2 weeks' notice from the start of the work week (Monday) day prior to any work taking place within the Right-of-Way. Approval and coordination of work can be obtained by contacting otrainrightofway/emprisesotrain@ottawa.ca.

18. Building/Construction Permit Drawings

The Owner covenants and agrees to submit PDF files of all construction permit application forms and drawings to the O-Train Right of Way and Rail operations (Program Manager- Rail Contracts) prior to submitting an application form and/or drawing(s) to the Chief Building Official, Building Code Services. In the event of any revision to the submitted construction permit drawing(s) pertaining to any portion of the proposed building below grade, including but not limited to underground parking, the Owner covenants and agrees to submit PDF files of such revision(s) to the OTrain Right of Way and Rail operations (Program Manager- Rail Contracts) prior to submitting the revised construction permit drawing(s) to the Chief Building Official, Building Code Services.

19. Proximity Study Review Cost Recovery

Prior to registration of this agreement, the Owner acknowledges and agrees that it shall pay all costs associated with the Proximity Study review undertaken by the City's Transit Services Department. The Owner further agrees to pay any additional costs incurred by the City's Transit Services Department associated with any further reviews of plans and/or reports associated with the Proximity Study Requirements or to satisfy any O-Train condition(s) included herein.

20. O-Train Confederation Line Corridor Crane Swing Agreement and Precautions

- (a) Prior to the issuance of any Building Permits beyond excavation and shoring, in the event that a construction crane is relocated from the planned /initial location or if an additional crane is required at any time, the Owner(s) shall enter into a Crane Swing Agreement with the City to the satisfaction of the Program Manager, Rail Contracts, operating as O-Train Confederation Line, in consultation with the General Manager, Planning, Infrastructure and Economic Development.
- (b) The Owner shall be responsible for all costs of preparation and registration of the required Crane Swing Agreement including the costs of the City-appointed third-party engineer to review of plans together all costs associated with the City's Contractor's review as well. Prior to execution of the said Crane Swing Agreement by the City, the Owner shall provide to the Program Manager, Rail Contracts, operating as the O-Train Confederation

Line, plans, stamped by an Ontario Professional Structural Engineer, identifying the location and description of the type of crane(s) that will be on site (including any existing cranes on the property) to determine if the mast or the arms of the crane would be entering the air rights of the rail corridor adjacent to Tremblay and Belfast Roads. No crane(s) is to be assembled on site until the specifications of the crane(s) are provided to and approved by the Program Manager, Rail Contracts, operating as the O-Train Confederation Line and the Owner has executed the Crane Swing Agreement.

- (c) The Owner further acknowledges and agrees that if a crane does enter the aerial rights of the rail corridor (including the crane arm while swinging free) without a signed Crane Swing Agreement, such action will be in violation of the Railway Safety Act, Section 26.1, and the Owner shall immediately cease use of the crane.
- (d) Despite (a) above, no permit shall be issued for excavation and shoring if the Owner(s) has not demonstrated to the satisfaction of the Program Manager, Rail Contracts, operating as O-Train Confederation Line, in consultation with the General Manager, Planning, Infrastructure and Economic Development that:
 - (i) The arms of excavators are not able to reach over the O-Train Confederation Line corridor fence line when the arm is fully extended;
 - (ii) The arms of equipment for piling, including a mobile crane with belt treads that could be involved in the installing of pilings, shall not reach over the O-Train Confederation Line corridor fence line when fully extended when undertaking any works, including installing and removing the pilings, and when the pilings are being moved.
- (e) The Owner(s) acknowledges that should there be any deviation from conditions a) through d) above, that the contractor will be given notice that they are to relocate their equipment, or otherwise remedy the problem immediately, and this could result in the O-Train Confederation Line ceasing activity or the City's Contractor ceasing construction adjacent to the railway corridor until it is verified how the contractor can work without affecting the safety of the O-Train Confederation Line corridor.

23. Noise and Vibration Monitoring Plan

The Owner acknowledges and agrees that a Noise and Vibration Monitoring Plan is to be developed and provided to the O-Train Right of Way and Rail operations (Program Manager- Rail Contracts) for review and approval prior to the start of construction. Noise and Vibration Monitoring reports are to be submitted to the O-Train Right of Way and Rail operations (Program Manager- Rail Contracts) throughout the duration of the project. The Owner acknowledges and agrees that the reports are to conform to the

requirements provided and to the satisfaction of the City. Any deviation from the Vibration Monitoring Control Plan is to be approved by the Rail Operations Branch of the Transit Service Department prior to the commencement of any work.

24. Notice on Title – All Units – Light Rail Transit

The Owner acknowledges and agrees all agreements of purchase and sale and lease agreements, and all information on all plans and documents used for marketing purposes, for the whole or any part of the subject lands, shall contain the following clauses which shall also be incorporated in all transfer/deeds and leases from the Owner so that the clauses shall be covenants running with the lands for the benefit of the owner of the adjacent public transit light rail system:

“The Purchaser/Lessee, for himself, his heirs, executors, administrators, successors and assigns acknowledges being advised that a public transit light-rail rapid transit system (hereinafter referred to as “LRT system”) and related bus infrastructure are proposed to be located in proximity to the subject lands. The LRT system may be located in a tunnel adjacent to or under the subject lands, and the construction, operation and maintenance of the LRT and related bus infrastructure may result in environmental impacts including, but not limited to, noise including LRT operational noise emanating from tunnel ventilation shafts and tunnel ventilation equipment noise for routine testing, vibration, electromagnetic interferences, stray current transmissions, vehicle emissions, smoke and particulate matter (collectively referred to as the “Interferences”) to the subject lands. The Purchaser/Lessee acknowledges and agrees that despite the inclusion of noise control features within the subject lands, Interferences may continue to be of concern, occasionally interfering with some activities of the occupants on the subject lands. Notwithstanding the above, the Purchaser/Lessee acknowledges and agrees to release and save harmless the City of Ottawa and OC Transpo from all suits, proceedings, claims, losses, judgments, damages (direct, indirect, consequential or otherwise), causes of actions, executions, liabilities, fees, and expenses including, without limitation any professional, consultant and legal fees in connection with claims, loss of life, personal injury, damage to property, structural damage or any other loss or injury whatsoever arising from any Interferences experienced in the development from the use or operation of the transit system in perpetuity.

The Purchaser covenants with the Vendor and the Lessee covenants with the Lessor that the above clauses, verbatim, shall be included in all subsequent lease agreements, agreements of purchase and sale and deeds conveying the lands described herein, which covenants shall run with the lands and are for the benefit of the owner of the adjacent LRT system.

25. Noise Control Attenuation Measures

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

- (a) each unit is to be equipped with central air conditioning;
- (b) each unit is to be fitted with a forced air heating system and ducting, and shall be sized to accommodate central air conditioning;
- (c) further to subsection (b) 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 1933, and the Environmental Noise Guidelines for Installation of Residential Air Conditioning Devices, dated September 1944, as amended, in order to minimize the noise impacts both on and off the immediate vicinity of the subject lands.
- (d) upon completion of the development and prior to occupancy and/or final building inspection, a Professional Engineer, licensed in the Province of Ontario with expertise in the subject of acoustics related to land use planning, shall be retained to visit the lands, inspect the installed noise control measures and satisfy themselves that the installed recommended interior noise control measures comply with the measures in the Environmental Noise Study Review referenced in Schedule "E" hereto. The Professional Engineer shall prepare, sign and stamp a letter to the General Manager, Planning, Real Estate and Economic Development (the "Certification Letter") stating that they certify 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;
- (e) notice respecting noise shall be registered against the lands, at no cost to the City, and such notice shall be included in all agreements of purchase and sale or lease agreements, as detailed in clause 26 below.

26. 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 noise levels due to increasing roadway/rail/air traffic may be of concern, occasionally interfering with some activities of the dwelling occupants as the outdoor

sound level exceeds the City of Ottawa's and the Ministry of the Environment, Conservation and Parks' noise criteria."

"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."

27. 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.

28. 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.

29. Environmental Site Assessment

The Owner acknowledges and agrees to comply with the recommendations of the Phase I and Phase II Environmental Site Assessment studies, referenced in Schedule "E" herein, involving the excavation and off-site

disposal of all impacted soil. The Owner acknowledges and agrees that all site works will be done in accordance with all applicable provincial requirements.

30. Environmental Site Remediation Program

The Owner acknowledges and agrees to implement an environmental site remediation program, as per the recommendations of the Supplemental Phase II Environmental Site Assessment, referenced in Schedule “E” herein, involving the excavation and off-site disposal of all impacted soil and the pumping treatment or off-site disposal of all impacted groundwater, which is to be completed concurrently with the site redevelopment. The Owner acknowledges and agrees that (a) soils that are found to be contaminated, must be disposed, treated or recycled at a waste disposal site or landfill licensed for that purpose by the Ministry of the Environment, Conservation and Parks; (b) groundwater found to be contaminated, shall be removed, managed and/or treated in accordance with the appropriate Ontario regulations and/or discharged in accordance with the City’s Sewer Use By-law, being By-law 2003-514, as amended.

31. Environmental Impact Statement

The Owner acknowledges and agrees that it shall implement the recommendations in the Environmental Impact Statement – Species at Risk referenced in Schedule “E” herein to the satisfaction of the General Manager, Planning, Real Estate and Economic Development.

32. 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.

33. Inlet Control Devices (ICDs)

The Owner acknowledges and agrees to install and maintain in good working order the required roof-top stormwater inlet control devices, as recommended in the approved Servicing and Stormwater Management Report, referenced in Schedule “E” herein. The Owner further acknowledges and agrees it shall assume all maintenance and replacement responsibilities in perpetuity. The Owner shall keep all records of inspection

and maintenance in perpetuity, and shall provide said records to the City upon its request.

34. Water Demand for Fire Fighting

The Owner acknowledges and agrees that the City's boundary conditions were provided for the subject development site setting out the available municipal water supply. The Owner further acknowledges and agrees that prior to building permit issuance, a letter shall be prepared by a qualified Building Code professional, licensed in the Province of Ontario, and provided to the General Manager, Planning, Real Estate and Economic Development confirming the plans submitted for building permit issuance have incorporated any and all requirements of the Fire Underwriters Survey, 2020, or as amended, to achieve the low construction coefficient used within the proposed building design.

35. 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.

36. 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.

37. 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.

38. 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); and
 - (ii) 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.

39. Exterior Elevations Drawings

The Owner acknowledges and agrees to construct the proposed building in accordance with the approved Elevations plan, referenced in Schedule "E" herein. The Owner further acknowledges and agrees that any subsequent proposed changes to the approved 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.

40. 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 Tremblay Road, Avenue L, and Belfast Road right-of-way, as shown on the approved Site Plan referenced in Schedule "E" herein, including all plant and landscaping material (except municipal trees), pavers and walkways. 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.

41. 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 for the retail/commercial space that garbage, recycling, and organic waste collection 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.

42. Waste Management within Building

Prior to the registration of this Agreement, the Owner will provide floor plans that demonstrate adequate space and layout for the residential and retail

components of the building, to the satisfaction of the General Manager within Planning, Real Estate and Economic Development Department, or his/her designate. The retail garbage component shall be separated from the residential portion as it is not subject to City pickup and shall be collected at the sole cost and responsibility of the Owner.

43. 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 18 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.

44. 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."

December 12, 2023



Date

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

Enclosure: Site Plan Control Application approval – Supporting Information



SITE PLAN CONTROL APPROVAL APPLICATION SUPPORTING INFORMATION

File Number: D07-12-23-0128

SITE LOCATION

294 and 300 Tremblay Road, as shown on Document 1.

SYNOPSIS OF APPLICATION

- The site is a rectangular parcel located along the South side of Tremblay Road, at the corner of Avenue L and Belfast Road. The site is currently vacant with two low-rise commercial buildings recently demolished.
- The surrounding uses include a mix of vacant parking lots and industrial uses with the Eastway Gardens neighbourhood to the east of the site, across Belfast Road. The site is directly south of Highway 417 and the O-Train Confederation Line. It is approximately 500 metres from the Tremblay O-Train Station.
- The purpose of this Site Plan Control Revision application is to modify the 2021 approved site plan that was for a six-storey mixed-use building with 72 residential units and ground floor retail space. This proposal is looking to increase the number of residential units to 100 and place the front entrance of the building onto Tremblay Road, as opposed to Avenue L as it was in the initial site plan.
- A total of 659 square metres will be dedicated to amenity area which includes the roof top terrace and a lounge area in the basement. The basement floor will also have a bike storage area with 48 bicycle parking spaces.
- Nine partially covered visitor parking spaces will be provided on site, with two being provided as accessible parking spaces. The parking spaces will be provided as partially covered surface parking lot accessed from Avenue L. This same access will provide entry to the garbage room on the ground floor of the building for municipal collection.

Residential Units and Types

Dwelling Type	Number of Units
Apartment	100

Related Applications

The following applications are related to this proposed development:

- Zoning By-law Amendment – D02-02-20-0116
- Site Plan Control Complex – D07-12-20-0159

DECISION AND RATIONALE

This application is approved for the following reasons:

- In the Official Plan, the subject property is designated Hub in the Inner Urban transect. The policies pertaining to this designation support a height greater than 3 storeys and up to high-rise when in proximity to a rapid transit station. The property also falls within the Inner East Lines 1 and 3 Stations Secondary Plan, where it is designated as Area D and has a maximum height of 6 storeys and minimum density of 150 units per net hectare. The proposed development and residential density is in keeping with these policies.
- The proposed development complies with the Zoning By-law and the site's Transit Oriented Development Zone (TD1 [2700]). A zoning by-law amendment application was submitted in 2020 to rezone the subject property from General Industrial Zone to the Transit Oriented Development Zone, and it was passed by Council in April of 2021.
- The conditions of approval ensure that infrastructure, grading and erosion and other site-specific issues have been addressed and the responsibilities of the owner have been outlined.
- A Site Plan Control application for a six-storey mixed-use building was approved in 2021 and the applicant is looking to increase the total residential units from 72 to 100 and change the location of the front entrance. The proposed changes are in keeping with the Official Plan policies, complies with the Zoning By-law and will serve as one of the first mixed-use buildings in the immediate area and within proximity to the Tremblay O-Train Station.

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 April 8, 2021.

The panel's recommendations from the formal review meeting are:

- The Panel thanked the proponent for their efforts in addressing the Panel's previous recommendations. The choice of materials and the building's elegance achieved by the subtle plane changes are appreciated, and the proposed massing is supported.
- The Panel considers the proposal will be a catalyst for the area but is primarily concerned with the window well's lack of access, usability and size, as well as the proposed retail space's size, lack of street presence and feasibility.
- The Panel had several recommendations to improve the window well and retail condition.

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

- The architectural treatment was modified to create two horizontal masonry bands at the ground floor level, in order to strengthen the prominence of the building's presence on the street.
- The landscaping along the frontage of Tremblay Road was enhanced, in order to strengthen the public realm.

ROAD MODIFICATIONS

There are no road modifications associated with this site plan control application.

CONSULTATION DETAILS

Councillor's Comments

Councillor Marty Carr was aware of the application related to this report and did not provide any additional comments. A 'Standard-Revision' Site Plan Control application is not subject to a concurrence from the councillor.

Public Comments

This application was not 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: Even with an increase in residential units, there is no significant increase in parking spaces being provided to accommodate the future residents.

Response: The zoning by-law identifies the site to fall within Parking Area Z in Schedule 1A (due to its proximity to the LRT). Any lots within this area are not required to provide off-street vehicle parking spaces. Essentially, the applicant is permitted to not provide any spaces apart for the 9 spaces for visitor parking.

Comment: Changing the front entrance to face Tremblay Road as opposed to Avenue L may cause problems with busier traffic along Tremblay and the proximity to the traffic lights at Belfast Road.

Response: A Transportation Project Manager at the city has reviewed the new plans along with the initial Transportation Impact Assessment and does not have concerns with the change of entrance location and proximity to the traffic light.

Comment: There is concern that there is a lack of consultation being done for the updated plans with the neighbouring community.

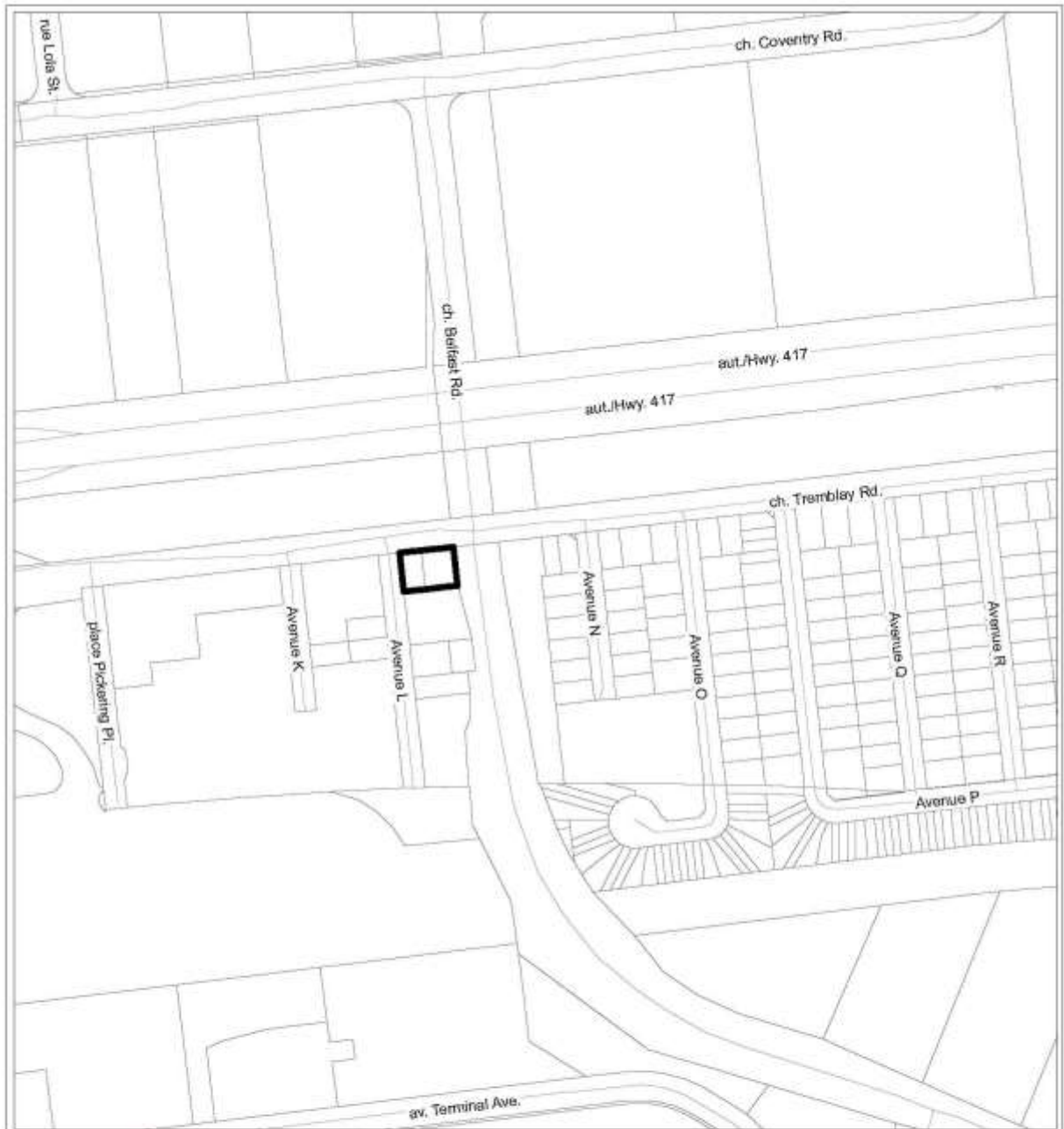
Response: Since this revision is a Standard Revision, no on-site sign was erected to notify the public. Further, as of July 2022, any Site Plan application is subject to the City's new timeline that was developed in response to provincial Bill 109. Essentially, the city has 60 days from date of submission to circulate, review, compile comments, draft conditions and approve Site Plan applications. This has reduced opportunities for public meetings.



APPLICATION PROCESS TIMELINE STATUS

This Site Plan application was processed by the On Time Decision Date.

Contact: Justin Grift Tel: 613-580-2424, ext. 25825 or e-mail: justin.grift@ottawa.ca

Document 1 – Location Map



	<p>LOCATION MAP / PLAN DE LOCALISATION ZONING KEY PLAN / SCHÉMA DE ZONAGE SITE PLAN / PLAN D'EMPLACEMENT</p>
<p>23-0961-D</p>	
<p>I:\CO\2020\Zoning\Tremblay_294_300_V2</p>	<p> 294, 300 rue Tremblay Road</p>
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<p>REVISION / RÉVISION - 2020 / 12 / 02</p>	