



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

Site Location: 971 Montreal Road

File No.: D07-12-21-0094

Date of Application: June 29, 2021

This SITE PLAN CONTROL application submitted by Roberto Campos, Figurr on behalf of Martin Sacksner, is APPROVED as shown on the following plan(s):

1. **Site Plan**, A105, prepared by figurr Architects Collective, dated 2021-03-08, revision 7 dated 2023-02-13.
2. **South Elevation**, A200, prepared by figurr Architects Collective, dated 03/10/21, revision 3 dated 2022.10.03.
3. **West Elevation**, A201, prepared by figurr Architects Collective, dated 03/10/21, revision 2 dated 2022.10.03.
4. **North Elevation**, A202, prepared by figurr Architects Collective, dated 03/10/21, revision 2 dated 2022.10.03.
5. **East Elevation**, A203, prepared by figurr Architects Collective, dated 03/10/21, revision 3 dated 2022.10.03.
6. **Proposed Development and Tree Preservation Plan**, L100, prepared by Stantec, dated 2021-05-13, revision 4 dated 2022.11.28.
7. **Landscape Plan**, L200, prepared by Stantec, dated 2021-05-13, revision 4 dated 2022.11.28.
8. **Landscape Details and Notes**, L300, prepared by Stantec, dated 2021-05, revision 4 dated 2022.11.
9. **Landscape Details and Notes**, L301, prepared by Stantec, dated 2021-05, revision 4 dated 2022.11.
10. **Existing Condition and Removal Plan**, EX-1 Sheet 1 of 5, prepared by Stantec, Project # 160401667, dated 21.04.22, revision 5, dated 23.02.13.

11. **Site Servicing Plan**, SSP-1 Sheet 2 of 5, prepared by Stantec, Project # 160401667, dated 21.04.22, revision 5, dated 23.02.13.
12. **Grading Plan**, GP-1 Sheet 3 of 5, prepared by Stantec, Project # 160401667, dated 21.04.22, revision 5, dated 23.02.13.
13. **Erosion Control Plan and Detail Sheet**, EC-1 Sheet 3 of 5, prepared by Stantec, Project # 160401667, dated 21.04.22, revision 5, dated 23.02.13.
14. **Storm Drainage Plan**, SD-1 Sheet 5 of 5, prepared by Stantec, Project # 160401667, dated 21.04.22, revision 5, dated 23.02.13.

And as detailed in the following report(s):

1. **Servicing and Stormwater Management Report**, prepared by Stantec Consulting Ltd, Stantec Project Number 160401667, dated February 13, 2023.
2. **Phase One Environmental Site Assessment**, prepared by CM3 Environmental Inc. dated July 28th, 2020 Revised on Jul 25th 2022
3. **Phase Two Environmental Site Assessment**, prepared by CM3 Environmental Inc. dated August 10th 2022
4. **Geotechnical Investigation**, prepared by Kollaard Associated Project # 200543 dated July 31, 2020 revised on February 8th 2022
5. **Noise Impact Study**, prepared by Thornton Tomasetti Canada Inc., dated June 18, 2021
6. **Pedestrian Level Wind Study**, prepared by Gradient Wind Engineers and Scientists, Report : 21-197-PLW dated June 17th , 2021

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. **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.

3. **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.

4. **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.

5. **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.

6. **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.

7. **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.

8. **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.

9. **Development Charges**

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

Special Conditions

10. **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.

11. **Asphalt Overlay**

Due to the number of road cut permits required to service this development, the Owner shall install an asphalt overlay over the total area of the public driving surface of Montreal Road, fronting the subject lands, as shown on the approved **Grading Plan**, GP-1 Sheet 3 of 5, prepared by Stantec, Project # 160401667, dated 21.04.22, revision 5, dated 23.02.13. referenced in Schedule "E" hereto. The overlay shall be carried out to the satisfaction of the General Manager, Planning, Real Estate and Economic Development. The Owner acknowledges and agrees that all costs are to be borne by the Owner.

12. **Stationary Noise Study**

The Owner covenants and agrees that is shall retain the services of an professional engineer licensed in the Province of Ontario to provide a Stationary Noise Study (the "Report") for review to Development Review (PRED-DR), prior to issuance of a building permit, further to City comments and requirements. The Owner further acknowledges and agrees that is shall provide the General Manager, Planning Real Estate and Economic Development Department (PRED) with confirmation issued by the professional engineer that the Owner has complied with all recommendations and provisions of the Report, prior to building occupancy, which confirmation shall be to the satisfaction of the General Manager, Planning Infrastructure and Economic Development Department

13. **Noise Control Attenuation Measures**

The Owner acknowledges and agrees to implement the noise control attenuation measures recommended in the approved **Noise Impact Study**, prepared by Thornton Tomasetti Canada Inc., dated June 18, 2021, referenced in Schedule "E" of this Agreement, as follows:

- a) Residential units facing south, or west is to be equipped with central air conditioning.
- b) Residential units facing south, or east 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 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.
- d) 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. A letter shall be prepared by a qualified professional 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 mitigation measures to achieve the required indoor sound levels;
- e) 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 **Noise Impact Study**, prepared by Thornton Tomasetti Canada Inc., dated June 18, 2021 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;

- f) 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.

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

The Owner, or any subsequent owner of residential units that face east for the project, 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 C – Forced Air Heating System and Ducting

“The Purchaser/Lessee for himself, his heirs, executors, administrators, successors and assigns acknowledges being advised that this dwelling unit has been fitted with a forced air heating system and the ducting, etc. was sized to accommodate central air conditioning. Installation of central air conditioning by the Purchaser/Lessee 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 for himself, his heirs, executors, administrators, successors and assigns acknowledges and agrees it shall identify the location and install any outdoor air conditioning device(s) so as to 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.”

Type D Warning Clause must be included in agreements of offers of purchase and sale, as well as any lease/rental agreements associated with residential units that face south or west for the Project. If Central Air Conditioning is provided to all units, the Type “D” warning clause is required for all units. Sample wording from the ENCG have been adapted below for the Project.

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."

15. **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**, prepared by Kollaard Associated Project # 200543 dated July 31, 2020 revised on February 8th 2022 (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.

16. **Geotechnical – Encroachments**

The Owner acknowledges and agrees that the **Geotechnical Investigation**, prepared by Kollaard Associated Project # 200543 dated July 31, 2020 revised on February 8th 2022 has recommended a method of shoring that may encroach onto the adjacent property or onto the City's right-of way. The Owner acknowledges and agrees that it shall be required to obtain the approval of the adjacent property owner and/or receive municipal consent for any Works within the said Road, prior to the installation of any encroachments. The Owner acknowledges and agrees that for encroachments within the said Road, the Owner shall ensure that there will be no conflicts between the proposed shoring method and the municipal services or utilities in the said Road.

17. **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.

18. **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.

19. **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."

20. **Protection of City Sewers**

- a) Prior to the issuance of a building permit, the Owner shall, at its expense:
 - (i) obtain a video inspection of the City Sewer System within Montreal Road between Sanitary maintenance hole MHSA29146 and MHSA29145 and Storm maintenance hole MHST29179 and MHST40388 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 Montreal Road between Sanitary maintenance hole MHSA29146 and MHSA29145 and Storm maintenance hole MHST29179 and MHST40388 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 Montreal Road between Sanitary maintenance hole MHSA29146 and MHSA29145 and Storm maintenance hole MHST29179 and MHST40388 and compensate the City for the full amount of any required repairs to the City Sewer System.

21. **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.

22. **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.

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

The Owner acknowledges and agrees to install and maintain in good working order the required roof-top and in-ground stormwater inlet control devices, as recommended in the approved **Servicing and Stormwater Management Report**, prepared by Stantec Consulting Ltd, Stantec Project Number 160401667, dated July 28th 2022, 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.

24. **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.

25. **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.

26. **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.

Upon completion of the remedial activities, the phase two ESA report needs to be revised and resubmitted with a site remediation report appended.

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

The Owner acknowledges and agrees that all blasting activities will conform to the City's Standard S.P. No. F-1201 entitled Use of Explosives, as amended. Prior to any blasting activities, a pre-blast survey shall be prepared as per S.P. No. F-1201, at the Owner's expense, for all buildings, utilities, structures, water wells and facilities likely to be affected by the blast based on the location where explosives are to be used. In particular, a pre-blast survey shall be completed in accordance with Table 1 of S.P. No. F-1201. 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.

28. **Site Lighting Certificate**

a) In addition to the requirements contained in Clause 19 of Schedule "C" hereto, the Owner acknowledges and agrees, prior to the issuance of a building permit, to provide the City with a certificate from an acceptable professional engineer, licensed in the Province of Ontario, which certificate shall state that the exterior site lighting has been designed to meet the following criteria:

- i. it must be designed using only fixtures that meet the criteria for full cut-off (sharp cut-off) classification, as recognized by the Illuminating Engineering Society of North America (IESNA or IES);
- ii. and it must result in minimal light spillage onto adjacent properties. As a guideline, 0.5 fc is normally the maximum allowable spillage.

b) The Owner acknowledges and agrees that, upon completion of the lighting Works and prior to the City releasing any associated securities, the Owner shall provide certification satisfactory to the General Manager, Planning, Real Estate and Economic Development, from a Professional Engineer, licensed in the Province of Ontario, that the site lighting has been constructed in accordance with the Owner's approved design plan.

29. **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.

30. **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, including commercial signage, except as otherwise shown on the approved Site Plan referenced in Schedule E" herein.

31. **Transportation Impact Assessment**

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

32. **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.

33. **Road Widening**

Prior to registration of this Agreement, the Owner acknowledges and agrees to convey to the City, at no cost to the City, an unencumbered road widening across the complete Montreal Road frontage of the lands, measuring 18.75 metres from the existing centreline of pavement/the abutting right-of-way. The exact widening must be determined by legal survey. The Owner shall provide a reference plan for registration, indicating the widening, to the City Surveyor for review and approval prior to its deposit in the Land Registry Office. Such reference plan must be tied to the Horizontal Control Network in accordance with the municipal requirements and guidelines for referencing legal surveys. The Owner acknowledges and agrees to provide an electronic copy of the Transfer and a copy of the deposited reference plan to the City Solicitor prior to the execution of this Agreement by the City. All costs shall be borne by the Owner.

34. **Maintenance and Liability Agreement**

The Owner acknowledges and agrees it shall be required to enter into a Maintenance and Liability Agreement for all plant and landscaping material (except municipal trees), decorative paving and street furnishings placed in the City's right-of-way along Montreal Road in accordance with City Specifications, and the Maintenance and Liability Agreement shall be registered on title, at the Owner's expense, immediately after the registration of this Agreement. The Owner shall assume all maintenance and replacement responsibilities in perpetuity.

35. **Cash in lieu of Parkland**

- a) The Owner acknowledges and agrees that the conveyance requirement to the City is 181.30 square metres.
- b) 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:
For cash-in-lieu of conveyance of parkland (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.

36. **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 13 funds. The Owner shall also pay the parkland appraisal fee of \$820.00 plus H.S.T. of \$106.60, as referenced in Schedule "B" herein.

January 3, 2024

Date



Andrew McCreight
Manager, Development Review, 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: D07-12-21-0094

SITE LOCATION

971 Montreal Road, as shown on Document 1.

SYNOPSIS OF APPLICATION

The subject site is located on the north side of Montreal Road between Foxview Place and Burma Road, east of St. Laurent Boulevard. The site is currently occupied by a one-storey restaurant surrounded on three sides by surface parking.

The surrounding area has diverse uses, concentrated along Montreal Road which is designated as an Mainstreet Corridor in this area. North and north-west of the subject site is a low-rise residential neighbourhood. Immediately west of the site is a retirement home followed by commercial and service uses along Montreal Road. South of the site, across Montreal Road, are commercial and service buildings. Further south are low-rise residential buildings. Immediately east of the site is a single-storey restaurant followed by the institutional National Research Council campus.

The proposed development consists of a nine-storey residential apartment building including 78 apartment units with unit types varying from one bedroom to two bedroom units. A residential lobby entrance is proposed at the south-east corner of the building. Amenity space will be provided in the form of private terraces and a communal rear yard, roof top terrace, and interior amenity room on the ground floor. The ground floor also proposes an interior bike storage room at the north-east corner.

Surface parking is proposed on the east side of the property with access off Montreal Road, providing a total of 10 parking spots including 7 spaces for visitors. An underground parking garage is also proposed with 30 parking spaces for residents and additional bicycle parking, totaling 78 bicycle parking spaces on site.

The building has been designed as a contemporary aesthetic, that integrates well with the surrounding context. Building cladding will mainly consist of masonry, complete with a panelized cladding system. In keeping with the modern aesthetic, a neutral colour palette is proposed for the vegetation, based on natural colours with mostly black and white foliage/ flowers as the basis of design.

Residential Units and Types

Dwelling Type	Number of Units
Apartment	78 Units

Related Applications

N/A

DECISION AND RATIONALE

This application is approved for the following reasons:

- The subject property is located within the Outer Urban Transect Policy Area of the Official Plan and is further affected by the Mainstreet Corridor designation on Schedule B3. The Outer Urban Transect is generally planned for low- to mid-density developments. Mainstreet Corridor policies strive to seek opportunities for infill development and intensification while providing direction to hubs and corridors.
- The project site is located within the scope of the Montreal-Blair Road Transit Priority Corridor Planning and Environmental Assessment Study and has been reviewed by the City's Transportation Planning group.
- The proposal adheres to all zoning provisions of the AM10[2199] (Arterial Mainstreet, Subzone 10, Urban Exception 2199) zone.
- The proposed mid-rise apartment building 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 September 10th, 2021 .

The panel's recommendations from the formal review meeting can be viewed [HERE](#).

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

- The Panel commended the proponent for providing a good ratio of 2 and 2 + den units. The project's contemporary expression and scale, as well as the

proponent's efforts to explore alternatives to the traditional podium-tower model, were appreciated.

- There was overall support for the proposal and the Panel appreciated the design's subtleties, noting that the success of the proposal relies on the owner's commitment to build, operate, and maintain these high-quality materials.

CONSULTATION DETAILS

Councillor's Comments

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

Public Comments

This application was subject to public circulation under the Public Notification and Consultation Policy. There were public comments received online and staff considered these comments.

APPLICATION PROCESS TIMELINE STATUS

This Site Plan application was not processed by the On Time Decision Date due to longer turnaround times between some submissions.

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

Document 1 – Location Map

