



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

Site Location: 266 and 268 Carruthers Avenue and 177 Armstrong Street

File No.: D07-12-22-0162

Date of Application: November 28, 2022

This SITE PLAN CONTROL application submitted by Fotenn Planning + Design c/o Patricia Warren, on behalf of Theberge Homes c/o Jeremy Silburt, is APPROVED as shown on the following plan(s):

1. **Site Plan**, Sheet Number A1.0, prepared by S.J. Lawrence Architect Incorporated, dated 2022.06.06, revision 17 dated 2024.05.16.
2. **Elevations**, Drawing Number A4.0, prepared by S.J. Lawrence Architect Incorporated, dated 2022.07.05, revision 18 dated 2024.03.28.
3. **Elevations**, Drawing Number A4.1, prepared by S.J. Lawrence Architect Incorporated, dated 2022.07.05, revision 18 dated 2024.03.28.
4. **Elevations**, Drawing Number A4.2, prepared by S.J. Lawrence Architect Incorporated, dated 2022.07.05, revision 18 dated 2024.03.28.
5. **Tree Conservation Report & Landscape Plan**, Drawing No. L.1, prepared by James B. Lennox & Associates Inc., dated September 2022, revision 7 dated 04/19/2024.
6. **Site Servicing Plan**, Drawing No. C100, prepared by EXP Services Inc., dated June 2022, revision 8, dated 14/05/24.
7. **Site Grading Plan**, Drawing No. C200, prepared by EXP Services Inc., dated June 2022, revision 8, dated 14/05/24.
8. **Erosion and Sediment Control Plan**, Drawing No. C300, prepared by EXP Services Inc., dated June 2022, revision 5 dated 7 dated 04/04/24.
9. **Storm Drainage Plan**, Drawing No. C400, prepared by EXP Services Inc., dated June 2022, revision 7 dated 04/04/24.
10. **Notes and Legend Sheet**, Drawing No. C0001, prepared by EXP Services Inc., dated June 2022, revision Rev. 7, dated 04/04/24.

And as detailed in the following report(s):

1. **Geotechnical Investigation – Proposed Residential Development – 266 & 268 Carruthers Avenue, Ottawa, Ontario**, prepared by EXP Services Inc., dated 2022-10-14.

2. **Phase One Environmental Site Assessment – 266 and 268 Carruthers Avenue, Ottawa, Ontario**, prepared by EXP Services Inc., dated 2022-09-27.
3. **Phase Two Environmental Site Assessment – 266 and 268 Carruthers Avenue, Ottawa, Ontario**, prepared by EXP Services Inc., dated 2022-10-03.
4. **Remediation Action Plan – 266 and 268 Carruthers Avenue, Ottawa, Ontario**, prepared by EXP Services Inc., dated March 13, 2023.
5. **Post Remediation Ground Water Sampling – 177 Armstrong Street and 268 Carruthers Avenue, Ottawa, Ontario**, prepared by EXP Services Inc., dated June 17, 2022.
6. **Site Servicing and Stormwater Management Report – 266-268 Carruthers Avenue, Ottawa, ON**, prepared by EXP Services Inc., dated April 4, 2024.
7. **Functional Servicing & SWM Report**, prepared by EXP services Inc., Project# OTT-00252997-B0, dated April 27th, 2021.

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

General Conditions

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

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

2. **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.

10. **Designated Substances Survey**

Prior to demolition of any existing buildings located on the lands described in Schedule "A" herein, the Owner acknowledges and agrees to complete a designated substances survey and submit the findings and recommendations for the proper handling and disposal of waste as identified in said survey, to the satisfaction of the General Manager, Planning, Real Estate and Economic Development, and in accordance with Best Management Practices. The survey shall address, but not be limited to:

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

Special Conditions A (266 and 268 Carruthers Avenue and 177 Armstrong Street)

11. **Registration of Agreement**

The Owner acknowledges and agrees that this Site Plan Agreement shall be registered on title to the lands designated as Parts 1, 2, 3, 4 and 5 on Plan 4R-36189, municipally known as 266 Carruthers Avenue and 268 Carruthers Avenue and 177 Armstrong Street, at the Owner's sole cost and to the satisfaction of the General Manager, Planning, Development and Building Services

12. **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.

13. **Parkland Dedication**

- (a) The Owner acknowledges and agrees that the conveyance requirement to the City is 160 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:
 - (i) For cash-in-lieu of conveyance of parkland (residential > 18 units/net ha):
 - i. 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.

14. **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 \$820.00 plus H.S.T. of \$106.60, as referenced in Schedule "B" herein.

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

- (a) Upon the subsequent conveyance of the lands municipally known as 177 Armstrong Street or 266 Carruthers Avenue, the Owner acknowledges and agrees to enter into a joint use, maintenance and liability agreement, or such other agreement to the satisfaction of City, with the subsequent owner of the lands which shall be binding upon the owners and all subsequent purchasers to deal with the joint use, maintenance and liability of the common elements including, but not limited to, the private roadway and concrete sidewalks; common grass areas; common party walls; exterior walls; common structural elements such as the roof and foundations; common parking areas; visitor parking; noise attenuation wall; fences; retaining walls; stormwater management pond; sewers and watermains; and any other elements located in the common property, for the mutual benefit and joint use of the owners, and the joint use, maintenance and liability agreement shall be filed with the General Manager, Planning, Development and Building Services.

- (b) The Owner shall file with the General Manager, Planning, Development and Building Services, an opinion from a solicitor authorized to practice law in the Province of Ontario that the joint use, maintenance and liability agreement is binding upon the owners of the land and all subsequent purchasers to deal with the matters referred to Clause 15(a).
- (c) The Owner acknowledges and agrees that the joint use, maintenance and liability agreement shall be registered on the Owner's land at no cost to the City, and a copy of the registered agreement shall be provided to the General Manager, Planning, Development and Building Services.
- (d) The Owner acknowledges and agrees that the joint use, maintenance and liability agreement shall include a clause requiring subsequent purchasers to enter into an assumption agreement that transfers all legal and financial obligations required under the joint use, maintenance and liability agreement to the future owners, successors and assigns in title of the lands subject to said agreement. The Owner further acknowledges and agrees to include a clause in all agreements of purchase and sale informing purchasers that there is a joint use, maintenance and liability agreement registered on title to the Subject Lands which requires the purchaser to enter into an assumption agreement thereto.

Special Conditions B (177 Armstrong Street)

16. Prior Development Agreements

- (a) The Owner and the City agree that the Site Plan Agreement between McCormick Park Developments Inc. and the City of Ottawa, registered on April 21, 2023 as Instrument No. OC2590482 in accordance with the site plan control approval for the lands municipally known as 177-179 Armstrong Street (D07-12-20-0092), hereinafter referred to as the "Prior Site Plan Agreement", shall be replaced by this Site Plan Agreement, subject to the conditions described hereinbelow. This Agreement shall be registered on title to the lands designated as Parts 2 and 5 on Plan 4R-36189, municipally known as 177 Armstrong Street, at the Owner's sole cost and to the satisfaction of the General Manager, Planning, Development and Building Services.
- (b) The Owner and the City agree that the Maintenance and Liability Agreement between McCormick Park Developments Inc. and the City of Ottawa, registered on April 21, 2023 as Instrument No. OC2590484, shall be replaced with a new Maintenance and Liability Agreement that shall be registered on title to the lands designated as Parts 2 and 5 on Plan 4R-36189, municipally known as 177 Armstrong Street, at the Owner's sole cost and to the satisfaction of the General Manager, Planning, Development and Building Services.
- (c) The Owner and the City agree that the Municipal Covenant Agreement between McCormick Park Developments Inc. and the City of Ottawa, registered on April 21, 2023 as Instrument No. OC2590488, shall be

replaced with a new Municipal Covenant Agreement that shall be registered on title to the lands designated as Parts 2 and 5 on Plan 4R-36189, municipally known as 177 Armstrong Street, at the Owner's sole cost and to the satisfaction of the General Manager, Planning, Development and Building Services.

17. **Release of Prior Development Agreements**

- (a) The Owner and the City agree that the Prior Site Plan Agreement, registered on April 21, 2023, as Instrument No. OC2590482, shall be released from title to the lands described in Schedule "A" thereto upon registration of this Agreement.
- (b) The Owner and the City agree that the Maintenance and Liability Agreement between McCormick Park Developments Inc. and the City of Ottawa, registered on April 21, 2023, as Instrument No. OC2590484, shall be released from title to the lands described therein upon registration of this Agreement and the replacement Maintenance and Liability Agreement.
- (c) The Owner and the City agree that the Municipal Covenant Agreement between McCormick Park Developments Inc. and the City of Ottawa, registered on April 21, 2023, as Instrument No. OC2590488, shall be released from title to the lands described therein upon registration of this Agreement and the replacement Municipal Covenant Agreement.
- (d) The Owner acknowledges and agrees that the release of the aforementioned agreements shall be registered by the City, and all costs shall be borne by the Owner.

18. **Restrictive Covenant – 177 Armstrong Street**

- (a) The Owner agrees to make an application for restrictive covenants under s. 119 of the *Land Titles Act*, R.S.O. 1990, c.L.5, as amended, and to register the restrictive covenant on title to the lands municipally known as 177 Armstrong Street (shown as Parts 2 and 5 on Plan 4R-36189), to the satisfaction of the General Manager, Planning, Development and Building Services, upon registration of the Site Plan Agreement. The Owner acknowledges and agrees that the restrictive covenant shall contain the following conditions, restrictions or covenants:
 - (i) That no conveyance of any part of the Subject Lands to a subsequent owner shall be permitted, without the Owner providing confirmation to the City that reciprocal easements in perpetuity have been established between the properties municipally known as 177 Armstrong Street (illustrated as Parts 2 and 5 on Plan 4R-36189) and 266 Carruthers Avenue (illustrated as Parts 1, 3 and 4 on Plan 4R-36189) in order to permit access and use thereof for the purpose of maintenance, repair, parking, garbage collection, joint amenities and other such matters deemed appropriate at the time. It is understood that the Owner may have to provide a solicitor's undertaking to the

City once the form of easement has been approved by the City, guaranteeing registration of such easement to occur immediately following registration of such transfer, with proof to be provided to the City.

- (ii) That conveyance of any part of the Subject Lands to a subsequent owner shall not occur, unless and until a cost sharing or joint use and maintenance agreement between the parties has been registered on title to the affected lands. The agreement shall contain a clause requiring subsequent purchasers to enter into an assumption agreement that transfers all legal and financial obligations required under the said cost sharing agreement or joint use and maintenance agreement.
 - (iii) The Owner shall include a clause in any agreement of purchase and sale to inform prospective purchasers of the restrictive covenant registered on title and the requirement for municipal approval to facilitate the creation of reciprocal easements upon the conveyance of land.
 - (iv) The restrictive covenant shall place a prohibition on the release or partial release of any and all Site Plan Agreements registered on title to the Subject Lands unless prior authorization is provided by the City.
 - (v) The restrictive covenant shall run with the lands for a period of time no less than fifty years.
 - (vi) The restrictive covenant shall not be deleted without the prior written consent of the General Manager, Planning, Development and Building Services.
 - (vii) Upon registration of the reciprocal easements and any cost sharing or joint use and maintenance agreements, to the satisfaction of the General Manager, Planning, Development and Building Services, the Owner may apply to delete the restrictive covenant from title with the City's consent.
- (b) The Owner acknowledges and agrees to provide to the City a copy of the restrictive covenant for review and approval by the City Solicitor prior to registration of the said restrictive covenant.
 - (c) The Owner acknowledges and agrees that all costs associated with the preparation, registration and deletion of the restrictive covenant shall be the Owner's responsibility.

19. **Private Approach Detail**

The Owner agrees that all private approaches, including temporary construction access to the subject lands, shall be designed and located in accordance with and shall comply with the City's Private Approach By-Law, being By-law No. 2003-447,

as amended, and shall be subject to approval of the General Manager, Planning, Development and Building Services.

20. **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.

21. **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 **Functional Servicing & SWM Report**, prepared by EXP services Inc., Project# OTT-00252997-B0, dated April 27th, 2021., 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.

Special Conditions C (266 and 268 Carruthers Avenue)

22. **Registration of Agreement**

The Owner acknowledges and agrees that this Site Plan Agreement shall be registered on title to the lands designated as Parts 1, 3 and 4 on Plan 4R-36189, municipally known as 266 and 268 Carruthers Avenue, at the Owner's sole cost and to the satisfaction of the General Manager, Planning, Development and Building Services.

23. **Restrictive Covenant – 266 Carruthers Avenue**

(a) The Owner agrees to make an application for restrictive covenants under s. 119 of the *Land Titles Act*, R.S.O. 1990, c.L.5, as amended, and to register the restrictive covenant on title to the lands municipally known as 266 Carruthers Avenue (shown as Parts 1, 3 and 4 on Plan 4R-36189), to the satisfaction of the General Manager, Planning, Development and Building Services, upon registration of the Site Plan Agreement. The Owner acknowledges and agrees that the restrictive covenant shall contain the following conditions, restrictions or covenants:

(i) That no conveyance of any part of the Subject Lands to a subsequent owner shall be permitted, without the Owner providing confirmation to the City that reciprocal easements in perpetuity have been established between the properties municipally known as 177 Armstrong Street (illustrated as Parts 2 and 5 on Plan 4R-36189) and 266 Carruthers Avenue (illustrated as Parts 1, 3 and 4 on Plan 4R-36189) in order to permit access and use thereof for the purpose of maintenance, repair, parking, garbage collection, joint amenities and other such matters deemed appropriate at the time. It is understood

that the Owner may have to provide a solicitor's undertaking to the City once the form of easement has been approved by the City, guaranteeing registration of such easement to occur immediately following registration of such transfer, with proof to be provided to the City.

- (ii) That conveyance of any part of the Subject Lands to a subsequent owner shall not occur, unless and until a cost sharing or joint use and maintenance agreement between the parties has been registered on title to the affected lands. The agreement shall contain a clause requiring subsequent purchasers to enter into an assumption agreement that transfers all legal and financial obligations required under the said cost sharing agreement or joint use and maintenance agreement.
 - (iii) The Owner shall include a clause in any agreement of purchase and sale to inform prospective purchasers of the restrictive covenant registered on title and the requirement for municipal approval to facilitate the creation of reciprocal easements upon the conveyance of land.
 - (iv) The restrictive covenant shall place a prohibition on the release or partial release of any and all Site Plan Agreements registered on title to the Subject Lands unless prior authorization is provided by the City.
 - (v) The restrictive covenant shall run with the lands for a period of time no less than fifty years.
 - (vi) The restrictive covenant shall not be deleted without the prior written consent of the General Manager, Planning, Development and Building Services.
 - (vii) Upon registration of the reciprocal easements and any cost sharing or joint use and maintenance agreements, to the satisfaction of the General Manager, Planning, Development and Building Services, the Owner may apply to delete the restrictive covenant from title with the City's consent.
- (b) The Owner acknowledges and agrees to provide to the City a copy of the restrictive covenant for review and approval by the City Solicitor prior to registration of the said restrictive covenant.
 - (c) The Owner acknowledges and agrees that all costs associated with the preparation, registration and deletion of the restrictive covenant shall be the Owner's responsibility.

24. **Site Securities**

The owner acknowledges and agrees, that the remaining securities, in the amount \$119,797.50, via LOC#OSB81436MTL, from Site Plan Agreement OC2590482, will be held by the City and used against the site works associated with this agreement.

25. **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**, prepared by EXP Services Inc., dated October 14, 2022, dated July 18, 2023 (the "Report"), referenced in Schedule "E" herein, are fully implemented. The Owner further acknowledges and agrees that it shall provide the General Manager, Planning, Development and Building Services Department 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, Development & Building Code Services Department.

26. **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, Development and Building Services Department 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 Carruthers Avenue 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, Development and Building Services Department and the City's Surveyor, showing the existing City Sewer System fronting the subject lands on Carruthers Avenue 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 fronting the subject lands on Carruthers Avenue 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, Development and Building Services Department.
- (b) Upon completion of construction on the lands, the Owner shall, at its expense and to the satisfaction of the General Manager, Planning, Development and Building Services Department:
 - (i) obtain a video inspection of the existing City Sewer System fronting the subject lands on Carruthers Avenue 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 fronting the subject lands on Carruthers Avenue and compensate the City for the full amount of any required repairs to the City Sewer System.

27. **Stormwater Works Certification**

Upon completion of all stormwater management Works, the Owner acknowledges and agrees to retain the services of a Professional Engineer, licensed in the Province of Ontario, to ensure that all measures have been implemented in conformity with the approved Plans and Reports, referenced in Schedule “E” herein. The Owner further acknowledges and agrees to provide the General Manager, Planning, Development and Building Services Department with certificates of compliance issued by a Professional Engineer, licensed in the Province of Ontario, confirming that all recommendations and provisions have been implemented in accordance with the approved Plans and Reports referenced in Schedule “E” herein.

28. **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 **Site Servicing & Stormwater Management Report**, prepared by EXP Services Inc., dated April 4, 2024, 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.

29. **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.

30. **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, Development and Building Services, 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.

31. **Pre-Construction Meeting**

Prior to issuance of a building permit, the Owners shall conduct a public meeting involving the surrounding neighbourhood and the Ward Councillor's office, the purpose of which is to provide information with respect to the timing and staging of construction activities for the site, including but not limited to the location of staging activities, and the location of parking and intended access routes for associated construction vehicles.

32. **On-Site Parking**

The Owner acknowledges and agrees that units within the proposed building(s) will 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/will 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.

The Owner acknowledges and agrees that a notice-on-title respecting on-site parking, as contained in Clause 34 below, shall be registered on title to the subject lands, at the Owner's expense, and a warning clause a notice shall be included in all agreements of purchase and sale and lease agreements.

33. **Notice on Title – On-site Parking**

The Owner acknowledges and agrees that a notice shall be registered on title to the subject lands, at the Owner's expense. The Owner further acknowledges and agrees that such notice on title, or the clauses as written directly below, shall be included in all agreements of purchase and sale and lease agreements to inform prospective purchasers and tenants of these matters. The notice on title shall include, but not be limited to, the following:

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 themselves, their 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 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.”

June 6, 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: D07-12-22-0162

SITE LOCATION

266 and 268 Carruthers Avenue and 177 Armstrong Street, and as shown on Document 1.

SYNOPSIS OF APPLICATION

The site includes three properties: 266 and 268 Carruthers Avenue, located on the west side of Carruthers Avenue between Ladouceur and Armstrong Streets, and 177 Armstrong Street, located on the north side of Armstrong Street between Hickory and Carruthers Avenues. Together, the properties form an L-shaped through-lot with frontage on both Carruthers Avenue and Armstrong Street. The total size of the site is 1,859 m². It currently contains one vacant single-detached home (266 Carruthers Avenue) and a newly constructed 3.5-storey apartment building (177 Armstrong Street). Immediately surrounding the site are residential buildings that include single- and semi-detached homes and low-rise apartment buildings. The site is located within a 600-metre radius of the Tunney's Pasture LRT Station and approximately 100 metres from Wellington Street.

The applicant is proposing to consolidate the three abutting properties for the purposes of zoning in order to facilitate the construction of a new 3.5-storey apartment building fronting Carruthers Avenue, which, together with a newly constructed building located at 177 Armstrong Street, will form a Planned Unit Development (PUD). The new building will contain 18 residential dwelling units consisting of a mix of studio-, one-bedroom and two-bedroom units. 18 bicycle parking spaces are proposed, and one vehicular parking space is proposed to be shared with the building at 177 Armstrong Street. A 280m² shared rear yard amenity area is proposed in the north-west corner of the lot. Although the two buildings will function as a PUD with shared parking, loading, and amenity areas, they are intended to be separately serviced and oriented towards their respective street frontages, as if they were separate and unrelated buildings.

A Zoning By-law Amendment (D02-02-20-0052) and Site Plan Control (D07-12-20-0090) application was approved in 2021 to facilitate the construction of the existing 3.5-storey apartment building at 177 Armstrong Street. Through those applications Urban Exceptions 2701 and 2702 of the Zoning By-law were adopted to permit an increased maximum number of dwelling units, reduced vehicular parking and parking space provisions, and varied lot areas. The purpose of the present application is to consolidate the zoning provisions of 266 and 268 Carruthers Avenue and 177 Armstrong Street in recognition of the lot consolidation and resulting PUD proposed.

Residential Units and Types

Dwelling Type	Number of Units
Apartment (177 Armstrong Street)	33
Apartment (266 and 268 Carruthers Avenue)	18

Related Applications

The following applications are related to this proposed development:

- Zoning By-law Amendment – D02-02-22-0106
- Zoning By-law Amendment – D02-02-20-0052
- Site Plan Control – D07-12-20-0090

DECISION AND RATIONALE

This application is approved for the following reasons:

- The applicant's proposal is consistent with the policies of the Official Plan and the Scott Street Secondary Plan and the guidelines of the Scott Street CDP and Low-Rise Design Guidelines.
- The proposal is subject to approval by the Committee of Adjustment of Severance application D08-01-24/B-00020 for the adjustment of lot lines.
- The proposal is consistent with the City's Official Plan, the Scott Street Secondary Plan and the Scott Street Community Design Plan and the Urban Design Guidelines for Low-Rise Infill Housing.
- The proposal represents good planning.

PARKLAND DEDICATION

Parkland dedication, in accordance with By-law 2022-280, is being satisfied within this approval through the taking of cash-in-lieu of parkland as detailed in the above conditions. Cash in lieu of parkland has already been paid for the development at 177 Armstrong Street (D07-12-20-0090) and will thus only be applicable to the newly proposed building at 266 and 268 Carruthers Avenue.

CONSULTATION DETAILS

Councillor's Comments

Councillor Jeff Leiper was aware of the application related to this report.

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.

Technical Agency/Public Body Comments

Summary of Comments – Technical

N/A

Advisory Committee Comments

Summary of Comments – Advisory Committees

N/A




APPLICATION PROCESS TIMELINE STATUS

This Site Plan application was not processed by the On Time Decision Date due to the complexity of zoning and engineering issues.

Contact: Adrian van Wyk Tel: 613-580-2424, ext. 21607 or e-mail:
Adrian.vanWyk@ottawa.ca

Document 1 – Location Map



		LOCATION MAP / PLAN DE LOCALISATION ZONING KEY PLAN / SCHÉMA DE ZONAGE	
D02-02-22-0106	23-0293-D		266, 268 av. Carruthers Avenue 177 rue Armstrong Street
D07-12-22-0162			
I:\CO\2023\ZKP\Carruthers_266_268_Armstrong_177			Heritage (Section 60) Patrimoine (Article 60)
<small>©Parcel data is owned by Teranet Enterprises Inc. and its suppliers All rights reserved. May not be produced without permission THIS IS NOT A PLAN OF SURVEY</small>			
<small>©Les données de parcelles appartient à Teranet Enterprises Inc. et à ses fournisseurs. Tous droits réservés. Ne peut être reproduit sans autorisation. CECI N'EST PAS UN PLAN D'ARPENTAGE</small>		Entire map area is affected by the Mature Neighbourhoods Overlay (section 139) / Tout le secteur de la carte est touché par la Zone sous-jacente de quartiers établis (article 139)	
REVISION / RÉVISION - 2023 / 03 / 30		