



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

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Site Location: 393 McArthur Avenue

File No.: D07-12-22-0102

Date of Application: June 23, 2022

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This SITE PLAN CONTROL application submitted by Ryan Poulton (Novatech), on behalf of Elite Homes Management Inc. , is APPROVED as shown on the following plan(s):

1. **Site Plan**, A.100, prepared by CSV Architects, dated 2021-11-03, revision 18, dated 2023-11-06.
2. **Elevations**, A.300, prepared by CSV Architects, dated 2021-11-03, revision 18, dated 2023-11-06.
3. **Landscape Plan**, 121085-L1, prepared by Novatech, dated JUNE 20/22, revision 5, dated MAR 7/24.
4. **Landscape Details**, 121085-L2, prepared by Novatech, dated JUNE 20/22, revision 4, dated NOV 9/23.
5. **Site Servicing Plan**, C-1 of 4, prepared by D.B.Gray Engineering, dated APR 27-22, revision 3, dated SEP 22-22.
6. **Existing Conditions, Grading Plan and Sediment Control Plan**, C-2 of 4, prepared by D.B.Gray Engineering, dated APR 27-22, revision 3, dated SEP 22-22.
7. **Roof Plan and Drainage Plan**, C-3 of 4, prepared by D.B.Gray Engineering, dated APR 27-22, revision 3, dated SEP 22-22.
8. **Notes Plan**, C-4 of 4, prepared by D.B.Gray Engineering, dated APR 27-22, revision 2, dated SEP 22-22.

And as detailed in the following report(s):

1. **Phase One Environmental Site Assessment – Proposed Residential Development – 393 McArthur Avenue**, prepared by GEMTEC, dated May 31, 2022.
2. **Phase Two Environmental Site Assessment – 393 McArthur Avenue – Proposed Residential Development**, prepared by GEMTEC, dated June 2, 2022.
3. **Geotechnical investigation – Proposed Residential Development – 393 McArthur Avenue**, prepared by GEMTEC, dated November 4, 2019.

4. **Roadway Traffic Noise Assessment**, prepared by GRADIENTWIND, dated February 17, 2022.
5. **Site Servicing Study & Stormwater Management Report**, prepared by D.B.Gray Engineering, dated June 15, 2022.
6. **Transportation Impact Assessment**, prepared by Novatech, dated December 2022.
7. **Tree Conservation Report**, prepared by Novatech, dated JUNE 20/22, revision 4, dated NOV 9/23.

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.

## **Special Conditions – Roads, Right-of-Way and Traffic**

### **10. Permanent Features**

The Owner acknowledges and agrees that no permanent features shall be permitted above and below grade within the City's widened right-of-way or corner sight triangle, including commercial signage, except as otherwise shown on the approved Site Plan referenced in Schedule E" herein.

### **11. Transportation Demand Management Checklist**

The Owner has undertaken a Transportation Demand Management checklist for this site, in Appendix "G" of the approved Transportation Impact Assessment (TIA) 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 Demand Management checklist, are fully implemented, to the satisfaction of the General Manager, Planning, Real Estate and Economic Development.

### **12. Corner Sight Triangle**

Prior to registration of this Agreement, the Owner acknowledges and agrees to convey to the City, at no cost to the City, an unencumbered corner sight triangle measuring 5.0 metres x 5.0 metres at the intersection of McArthur Avenue and Belisle Street. The exact location and area of the corner sight triangle must be determined by legal survey. The Owner shall provide a reference plan for registration, indicating the corner sight triangle, to the City Surveyor for review 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.

### **13. On-Site Parking**

The Owner acknowledges and agrees that units within the proposed building(s) may not be provided with on-site parking. In the event any future tenant or purchaser wishes to have parking, the Owner acknowledges that alternative and lawful arrangements may need to be made to address parking needs at an alternate location and such arrangements are solely the responsibility of the person seeking parking. The Owner further acknowledges and agrees the availability and regulations governing on-street parking vary; that access to on-street parking, including through residential on-street parking permits issued by the City cannot be guaranteed now or in the future; and that a tenant or purchaser intending to rely on on-street parking for their vehicle or vehicles does so at their own risk.

The Owner acknowledges and agrees that a notice-on-title respecting on-site

parking, as contained in Clause 14 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.

#### **14. On-Site Parking - Notice on Title**

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 himself, his heirs, executors, administrators, successors and assigns acknowledges being advised that the unit being sold/rented may not be provided with any on-site parking. Should the Purchaser/Lessee have a vehicle for which they wish to have parking, alternative and lawful arrangements may need to be made to address their parking needs at an alternate location and that such arrangements are solely the responsibility of the person seeking parking. The Purchaser/Lessee acknowledges that the availability and regulations governing on-street parking vary; that access to on-site street parking, including through residential on-street parking permits issued by the City of Ottawa cannot be guaranteed now or in the future; and that the Purchaser/Lessee intending to rely on on-street parking for their vehicle or vehicles does so at their own risk."

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

### **Special Conditions – Access**

#### **15. Private Approach Detail**

The Owner agrees that all private approaches, including temporary construction access to the subject lands, shall be designed and located in accordance with and shall comply with the City's Private Approach By-Law, being By-law No. 2003-447, as amended, and shall be subject to approval of the General Manager, Planning, Real Estate and Economic Development.

## **16. Private 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.

### **Special Conditions – Noise**

## **17. Noise Control Attenuation Measures**

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

- (a) each unit is to be equipped with central air conditioning;
- (b) further to subsection (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.
- (c) prior to the issuance of a building permit, a review of building components (windows, walls, doors) is required and must be designed to achieve indoor sound levels within the City's and the Ministry of the Environment, Conservation and Parks' noise criteria. 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;
- (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 Rodway Traffic Noise Assessment 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 a warning clause shall be included in all agreements of purchase and sale or lease agreements, as detailed in clause 18 below.

#### **18. Notice on Title – Noise Control Attenuation Measures**

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

##### Type D – Central Air Conditioning

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

“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.”

#### **Special Conditions – OC Transpo**

#### **19. Relocate and Adjust Lay-by and Bus Stop**

The Owner acknowledges and agrees to construct and maintain an accessible, integrated and weather protected bus stop seating / waiting area within private lands (in lieu of a typical standard shelter due to space constraints), to the satisfaction of the City (OC Transpo).

The Owner acknowledges and agrees to the following:

(a) The bus stop seating / waiting area on private lands for use of the public in general and specifically transit users will be constructed and maintained by the property Owner in a safe, accessible and useable condition at all times (i.e. clean, clear of ice & snow etc...) in the southwest corner of the subject property, as shown on the approved Site Plan referenced in Schedule ‘E’ hereto. The Owner further acknowledges and agrees that any repairs / replacement needed to the seating / waiting area, including, but not limited to, the bird-friendly glass end wall, the glass stair railing panels, and to the bollards at the west end of the seating / waiting area near the glass end wall, are the responsibility of the property Owner in perpetuity.

(b) The Owner shall provide OC Transpo with the name and contact information for property maintenance and update it periodically as needed in order to facilitate OC

Transpo communicating any information regarding needed repairs to the privately maintained seating / waiting area.

## **20. OC Transpo Access Easement**

Prior to the registration of this Agreement the Owner shall grant to the City (OC Transpo), at no cost to the City, an unencumbered 2.64m x 3.526m access easement at the southwest corner of the subject property, which is the location of the accessible, integrated and weather protected public seating area within private lands for use of the public, as shown on the approved Site Plan referenced in Schedule 'E' hereto, to the satisfaction of the City (OC Transpo). The Owner shall provide a Reference Plan for registration, indicating the OC Transpo access easement, to the City Surveyor for review and approval prior to its deposit in the Land Registry Office. Such reference plan must be tied to the Horizontal Control Network in accordance with the municipal requirements and guidelines for referencing legal surveys. The Owner acknowledges and agrees to provide an electronic copy of the Transfer and a copy of the deposited reference plan to the City Solicitor prior to registration of the easement. All costs shall be borne by the Owner.

## **Special Conditions – Geotechnical Engineering and Soils**

### **21. Geotechnical Investigation**

The Owner acknowledges and agrees that it shall retain the services of a geotechnical engineer, licensed in the Province of Ontario, to ensure that the recommendations of the Geotechnical investigation (the "Report"), referenced in Schedule "E" herein, are fully implemented. The Owner further acknowledges and agrees that it shall provide the General Manager, Planning, Real Estate and Economic Development with confirmation issued by the geotechnical engineer that the Owner has complied with all recommendations and provisions of the Report, prior to construction of the foundation and at the completion of the Works, which confirmation shall be to the satisfaction of the General Manager, Planning, Real Estate and Economic Development.

### **22. Geotechnical - Encroachments**

The Owner acknowledges and agree that the Geotechnical Investigation has recommended a method of shoring that may encroach onto the adjacent property or onto the City's MacArthur 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.



### **23. 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.

### **Special Conditions – Civil Engineering**

#### **24. 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.

#### **25. 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.”

“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.”

## **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, Real Estate and Economic Development with the engineering report from a Professional Engineer, licensed in the Province of Ontario, which report shall outline the impact of the proposed building's footing and foundation walls, on the City sewer system adjacent to the subject property within the McArthur Avenue and Belisle Street right-of-way, (the “City Sewer System”) and the impact of the existing City Sewer System on the building’s footing and foundation walls;
  - (ii) obtain a legal survey acceptable to the General Manager, Planning, Real Estate and Economic Development and the City’s Surveyor, showing the existing City Sewer System within Belisle Street and the location of the proposed building and its footings in relation to the City Sewer System;
  - (iii) obtain a video inspection of the City Sewer System within the Belisle Street right-of-way 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 the Belisle Street right-of-way 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 the Belisle Street right-of-way and compensate the City for the full amount of any required repairs to the City Sewer System.”

**27. 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.

**28. Stormwater Works Certification**

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

**29. 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 Site 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.

**30. 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.

## **Special Conditions – Blasting**

### **31. 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.

## **Special Conditions – Site Lighting**

### **32. 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.

## **Special Conditions – Planning and Other**

### **33. Exterior Elevations Drawings**

The Owner acknowledges and agrees to construct the proposed building in accordance with the approved Elevations, 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.

**34. Public Art**

- (a) The owner acknowledges and agrees to consider a mural installation on the western building façade, or a decorative treatment of the integrated public seating area.
- (b) Should an art installation be provided on the western building façade, the Owner acknowledges and agrees to assume all maintenance and replacement responsibilities for the mural installation until such time as the property on the abutting lands to the west is redeveloped.
- (c) Should a decorative treatment of the integrated public seating area be provided, the Owner acknowledges and agrees to assume all maintenance and replacement responsibilities for the decorative treatment.

**35. 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 Belisle Street right-of-way, as shown on the approved Landscape Plan referenced in Schedule "E" herein, including all plant and landscaping material (except municipal trees) and pavers to be constructed/ placed in the City's ROW. The Maintenance and Liability Agreement shall be registered on title, at the Owner's expense, immediately after the registration of this Agreement. The Owner shall assume all maintenance and replacement responsibilities in perpetuity.

**36. Replacement Trees in City's Right-of-Way**

Prior to registration of this Agreement, the Owner acknowledges and agrees it shall pay the sum of \$9,019.34 to the City as compensation for the removal of two stemmed city-owned Manitoba maple tree located within the City's right-of-way along Belisle Street. Upon receipt of compensation, the Director of Parks, Forestry and Stormwater Services or their designate will provide the Owner with written approval, at which time the Owner may make arrangements with a contractor to remove the said two stemmed city-owned Manitoba maple , at the Owner's expense.

**37. Waste Management – Residential**

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.

**38. Waste Management – Commercial**

The Owner acknowledges and agrees 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.

**39. Parkland Dedication**

The Owner acknowledges and agrees that the conveyance requirement to the City is 141.2 square metres.

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

For cash-in-lieu of conveyance of parkland

- (a) 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 the land is less than or equal to five hectares.
- (b) Commercial uses: 2% of the gross land area
- (c) Where land is developed for a mix of uses within a building, the conveyance requirement shall be the cumulative sum for each use, as calculated using the applicable rate prorated proportionally to the gross floor area allocated to each use.

**40. 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 12 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.

June 24, 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: D07-12-22-0102

### SITE LOCATION

393 McArthur Avenue, as shown on Document 1.

### SYNOPSIS OF APPLICATION

The subject property is located at the northwest corner of the McArthur Avenue and Belisle Street intersection, in Vanier; Ward 12 – Rideau-Vanier. The subject property has a total lot area of approximately 1,470 square metres (sqm.) with approximately 16 metres of frontage along McArthur Avenue and 63 metres of frontage along Belisle Street. The subject property is mostly vacant, except for an existing OC Transpo bus shelter/ stop and existing trees. The surrounding area is characterized by a mix of low-rise residential and non-residential uses. The area to the north consists of a school, low-rise apartment buildings and townhouse dwellings. The areas to the west and to the east consist of low-rise retail and commercial uses. The area to the south includes McArthur Avenue and a medical center. The subject property benefits from proximity to bus transit and cycling connections along McArthur Avenue.

The proposed development is a six-storey mixed-use, mid-rise building consisting of approximately 200 square metres of commercial space, 64 dwelling units, 73 bicycle parking spaces, and 26 regular and five visitor parking spaces. Outdoor communal amenity spaces are proposed on the rooftop and within the required interior side yard. Required bicycle parking spaces will be stored and secured within the ground floor of the building. Within the property's limits, the proposed development integrates a public seating area in lieu of a typical OC Transpo bus shelter and provides generous landscaping areas. The garbage collection area and underground parking garage are accessed from Belisle Street. Beyond the property's limits, the proposed development provides an expanded public realm along Belisle Street.

The conditions of approval respond to the engineering, transportation (corner site triangle, OC Transpo), environmental (trees), planning and parkland dedication requirements for the proposed development. The conditions also address a public art consideration and the integration of an integrated seating area for public use.

### Residential Units and Types

Dwelling Type	Number of Units
Apartment	64

## **Related Applications**

The following applications are related to this proposed development:

- Zoning By-law Amendment – D02-02-22-0058

## **DECISION AND RATIONALE**

This application is approved for the following reasons:

- The proposed development is consistent with the Mainstreet Corridor policies of the City's of the Official Plan and the design is consistent with the Urban Design Guidelines for Development along Traditional Mainstreets
- The proposed development conforms to Zoning By-Law 2008-250, as amended. The approved Zoning came into full force and effect on August 30, 2023
- The conditions of approval respond to the engineering, transportation, environmental, planning and parkland dedication considerations and requirements for the proposed development.
- The proposed development 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.

## **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 October 6th, 2022](#). The recommendations from the formal UDRP meeting were successful in aiding in the implementation of improvements along the western building façade; increased separation from the west side lot line (no balconies); and the introduction of a roof-top communal amenity space.

## **CONSULTATION DETAILS**

Councillor Stéphanie Plante 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 (via email) and staff considered these comments.



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

All technical agency correspondences were forwarded to the applicant, and the applicant was advised to contact technical agencies directly for additional information and requirements.

## **Advisory Committee Comments**

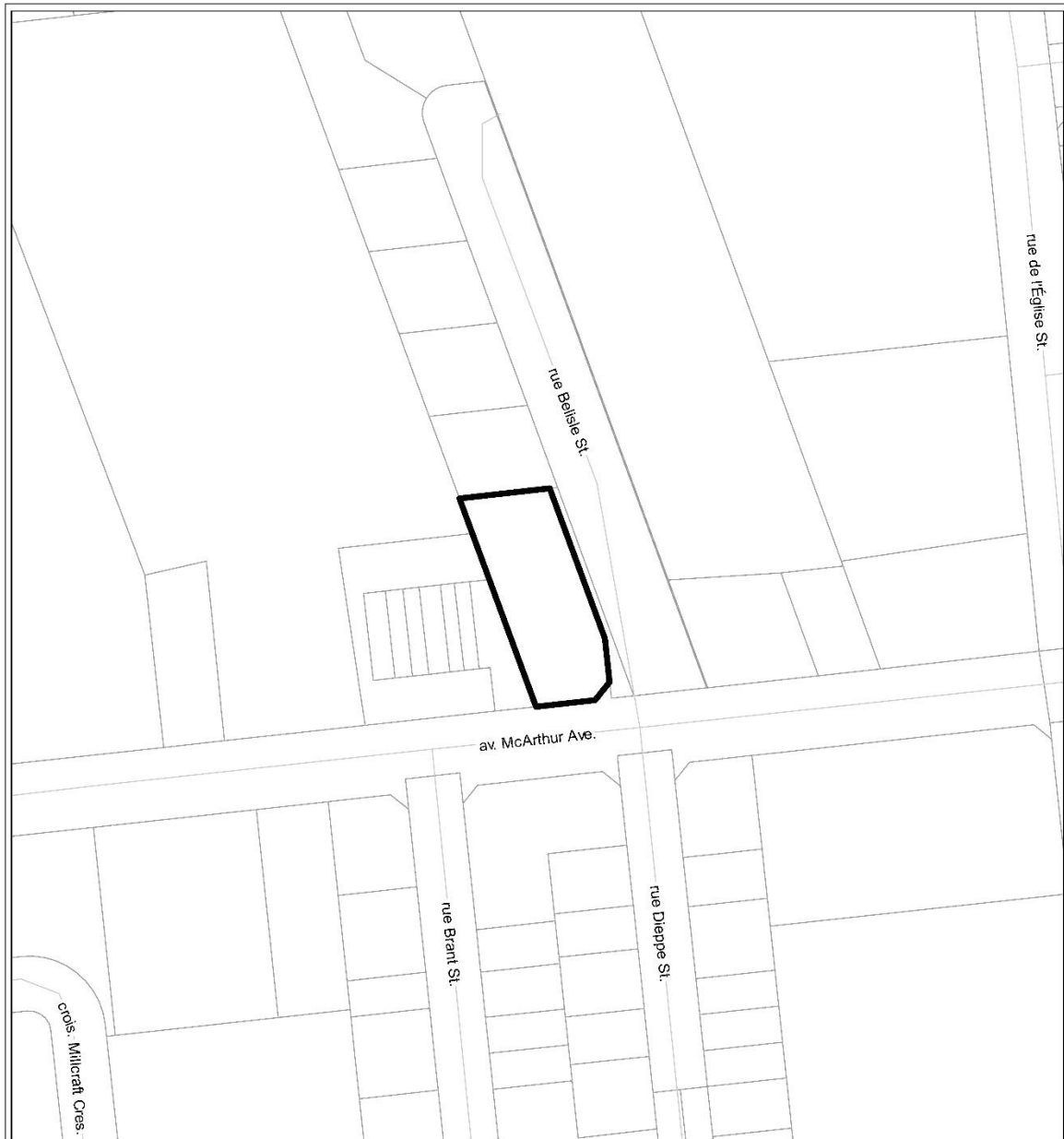
Comments were provided by the Accessibility Advisory Committee (AAC). The ACC provided a recommendation for identifying accessible parking location, and this was forwarded to the applicant. The proposed development is subject to the requirements of the Accessibility for Ontarians with Disabilities Act (AODA) and the Ontario Building Code (OBC) as it pertains to accessibility standards.


## **APPLICATION PROCESS TIMELINE STATUS**

This Site Plan application was not processed by the On Time Decision Date due to the timing of the zoning by-law amendment application and the subsequent revisions to the application materials, which delayed Site Plan Approval.

**Contact:** Eric Forhan Tel: 613-580-2424, ext. 21891 or e-mail: [eric.forhan@ottawa.ca](mailto:eric.forhan@ottawa.ca)


# Document 1 – Location Map



	
D02-02-22-0058	21-0723-L
D07-12-22-0102	
I:\CO\2022\Zoning\McArthur_393	
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REVISION / RÉVISION - 2022 / 07 / 15	

LOCATION MAP / PLAN DE LOCALISATION  
 ZONING KEY PLAN / SCHÉMA DE ZONAGE  
 SITE PLAN / PLAN DE EMPLACEMENT

**393 av. McArthur Ave.**



NORTH / SCALE