



SITE PLAN CONTROL APPLICATION

DELEGATED AUTHORITY REPORT

PLANNING, REAL ESTATE AND ECONOMIC DEVELOPMENT DEPARTMENT

Site Location: 98 and 100 Bearbrook Road

File No.: D07-12-23-0137 (previously D07-12-22-0075)

Date Application

deemed complete: December 22, 2023 (previously June 6, 2022)

This SITE PLAN CONTROL application submitted by P H Robinson Consulting, on behalf of Landric Bearbrook Property Inc., is APPROVED as shown on the following plan(s):

1. **Drawing P1 Floor Plan**, Drawing A100.1, prepared by Rossmann Architecture, dated February 25, 2022, revision 1.32 dated July 10, 2024
2. **Drawing P2 Floor Plan**, Drawing A100.2, prepared by Rossmann Architecture, dated February 25, 2022, revision 1.32 dated July 10, 2024
3. **Penthouse Plan**, Drawing A109, prepared by Rossmann Architecture, dated February 4, 2022, revision 1.29 dated October 23, 2023
4. **Plan de Site**, Feuille I-1/1, prepared by B. ST-M, dated May 22, 2003, revision 5 dated December 21, 2022.
5. **Landscape Plan**, Drawing L1-1, prepared by Lashley + Associates, dated November 30, 2021, revision 9 dated May 6, 2024.
6. **Pre-Development Vegetation**, Drawing No. L-TP1, prepared by Lashley + Associates, dated October 15, 2021, revision 8 dated May 6, 2024.
7. **Post-Development Vegetation**, Drawing No. L-TP2, prepared by Lashley + Associates, dated October 15, 2021, revision 7 dated May 6, 2024.
8. **General Notes**, Drawing C001, prepared by LRL engineering, dated November 2021, revision 7, dated July 29, 2024

9. **Erosion and Sediment Control Plan**, Drawing C101, prepared by LRL engineering, dated November 2021, revision 7, dated **July 29, 2024**.
10. **Servicing Plan**, Drawing C401, prepared by LRL engineering, dated November 2021, revision 7, dated **July 29, 2024**.
11. **Pre-development Watershed Plan**, Drawing C701, prepared by LRL engineering, dated November 2021, revision 7, dated **July 29, 2024**.
12. **Post-Development Watershed Plan**, C702, prepared by LRL engineering, dated November 2021, revision 7, dated **July 29, 2024**.
13. **Construction Detail Plan**, Drawing C901, prepared by LRL engineering, dated November 2021, revision 7, dated **July 29, 2024**.

And as shown on the following **future** plan update:

14. **Cistern Details**, M-C1, prepared by QM&E Engineering, dated **May 31, 2024**, revision 3 dated **September 27, 2024**.
15. **General Site Plan Control**, Drawing A003, prepared by Rossman Architecture, dated **March 15, 2022**, revision 1.32 dated **July 10, 2024**
16. **Elevations**, Drawing A301, prepared by Rossman Architecture, dated **March 15, 2022**, revision 1.30 dated **May 7, 2024**
17. **Elevations**, Drawing A300, prepared by Rossman Architecture, dated **March 15, 2022**, revision 1.30 dated **May 7, 2024**
18. **Grading and Drainage Plan**, Drawing C301, prepared by LRL engineering, dated **April 1, 2022**, revision 7, dated **July 29, 2024**.
19. **Stormwater Management Plan**, Drawing C601, prepared by LRL engineering, dated **April 1, 2022**, revision 7, dated **July 29, 2024**.

And as detailed in the following report(s):

1. **Proposed Residential Development 98 and 100 Bearbrook Road, Ottawa | Transportation Impact Assessment**, Ref: R-2021-137 prepared by NOVATECH, dated April 2022
2. **Roadway Traffic Noise Assessment | 98-100 Bearbrook Road Ottawa, Ontario**, Report 21-404-Traffic Noise R1, prepared by Gradient Wing Engineers and Scientists, dated May 23, 2023.
3. **Pedestrian Level Wind Study 98 – 100 Bearbrook Road, Ottawa, Ontario**, Report: 21-404-PLW prepared by Gradient Wind Engineers and Scientists, dated

February 15, 2022.

4. **Phase 1 – Environmental Site Assessment – 98 and 100 Bearbrook Ottawa, Ontario**, Report PE5342-1, prepared by Paterson Group Inc, dated June 30, 2021
5. **Geotechnical Investigation**, prepared by Paterson Group, Project PG 5883-1 revision 1, dated November 5, 2021
6. **Shear Wave Velocity Sounding for the Site Class Determination 98-100 Bearbrook Rd. Ottawa, ON**, prepared by GeoPhysics GPR International Inc. dated November 19, 2021
7. **Tree Conservation Report**, prepared by Lashley + Associates, dated March 18, 2022, revised November 15, 2023.
8. **Tree Conservation Report Addendum | 98-100 Bearbrook Road**, prepared by Dendron Forestry Services dated June 12, 2023

And as shown on the following **future** reports update:

9. **Stormwater Management Report and Servicing Brief**, prepared by LRL engineering, dated April 1st, 2022, revised July 29, 2024.
10. **Permission pour la plantation de nouveau arbres, École élémentaire catholique Sainte-Marie située au 2599, ch. Innes, Ottawa**, prepared by Écoles catholique Centre-Est dated February 29, 2024.

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

General Conditions

~~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.~~

1. Lapsing of Approval

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, complete the conditions to be satisfied prior to the signing of this Agreement, and have the corresponding building permit(s) issued by February 20, 2027, 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 and Building Services.

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 and Building Services, 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 and Building Services.

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 and Building Services. 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~~ **and Building Services**.

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~~ **and Building Services**, 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~~ **and Building Services**, 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~~ **and Building Services**, 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. Plans and Reports to be Updated

~~Prior to registration of this Agreement, the Owner acknowledges and agrees to update the (1) Site Plan, (2) Grading and Drainage Plan, (3) Elevations, (4) Stormwater Management Plan, and (5) Servicing and Stormwater Management Report to the satisfaction of the General Manager, Planning, Real Estate and Economic Development. The Owner acknowledges and agrees that the submission may necessitate changes to the plans and reports approved herein. If necessary, the Owner further acknowledges and agrees to provide all revised plans and reports to the General Manager, Planning, Real Estate and Economic Development prior to registration of this Agreement or the issuance of a Commence Work Notification.~~

11. Site Plan

~~Prior to the registration of this Agreement, the Owner acknowledges and agrees to provide a revised site plan with the corrections noted in the Formal Circulation Review. The Owner further acknowledges and agrees that said plan shall be to the satisfaction of the General Manager, Planning, Real Estate and Economic Development.~~

12. Elevations

~~Prior to the registration of this Agreement, the Owner acknowledges and agrees to provide revised elevations that indicating where the bird safe treatment will be applied on each elevation drawing. The Owner further acknowledges and agrees that said plan shall be to the satisfaction of the General Manager, Planning, Real Estate and Economic Development.~~

13. Engineering

~~Prior to registration of this Agreement, the Owner acknowledges and agrees to update the Grading and Drainage Plan, Stormwater Management Plan, and the Servicing, and Stormwater Management Report to address the comments from the Formal Circulation Review to the satisfaction of the General Manager, Planning, Real Estate and Economic Development.~~

14. Conseil des écoles catholique du Centre-Est (CECCE) and impact to École élémentaire catholique Sainte-Marie site

~~The Owner will provide a letter of permission from the Conseil des écoles~~

~~catholique du Centre-Est (CECCE) on official letterhead for off-site planting on the École élémentaire catholique Sainte-Marie site. The owner agrees to provide securities for all trees planted off-site. The securities will be equivalent to the value of the trees and will be returned after a period of five years once a landscape architect confirms that the planted trees are healthy and viable. The owner is responsible for the maintenance and health of the off-site trees during the five-year warranty period.~~

Roads, Right-of-Way and Traffic

Access

15. 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 Bearbrook Road, fronting the subject lands, as shown on the approved Servicing Plan Drawing C401, referenced in Schedule "E" hereto. The overlay shall be carried out to the satisfaction of the General Manager, Planning, ~~Real Estate and Economic~~ Development and Building Services. The Owner acknowledges and agrees that all costs are to be borne by the Owner.

16. 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 and Building Services.

Noise

17. Noise Control Attenuation Measures

The Owner acknowledges and agrees to implement the noise control attenuation measures recommended in the approved **Roadway Traffic Noise Assessment 98-100 Bearbrook Road Ottawa, Ontario**, referenced in Schedule "E" of this Agreement, as follows:

- (a) each unit is to be equipped with central air conditioning;
- (b) further to subsection (a) above, the location and installation of any outdoor air conditioning device(s) shall comply with the noise criteria of the Ministry

of the Environment, Conservation and Parks' Publication NPC-216, dated 1993, and the Environmental Noise Guidelines for Installation of Residential Air Conditioning Devices, dated September 1994, as amended, in order to minimize the noise impacts both on and off the immediate vicinity of the subject lands.

- (c) prior to the issuance of a building permit, a review of building components (windows, walls, doors) is required and must be designed to achieve indoor sound levels within the City's and the Ministry of the Environment, Conservation and Parks' noise criteria. A letter shall be prepared by a qualified professional and provided to the General Manager, Planning, ~~Real Estate and Economic~~ Development and Building Services 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 **Roadway Traffic Noise Assessment 98-100 Bearbrook Road Ottawa, Ontario** 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 and Building Services (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 and Building Services;
- (e) notice respecting noise shall be registered against the lands, at no cost to the City, and such notice shall be included in all agreements of purchase and sale or lease agreements, as detailed in clause 18 below.
- (f) The Owner covenants and agrees that it shall retain the services of a professional engineer licensed in the Province of Ontario to undertake a Stationary Noise Study and acceptance of the report by the City is required. The Owner further acknowledges and agrees that it shall provide the General Manager, Planning, ~~Real Estate and Economic~~ Development and Building Services Department with confirmation issued by the professional engineer

that the Owner has complied with all recommendations and provisions of the Stationary Noise Report, prior to building occupancy, which confirmation shall be to the satisfaction of the General Manager, Planning, ~~Real Estate and Economic~~ Development and Building Services Department.

18. Notices 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.”

Engineering

Geotechnical Engineering and Soils

19. 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 for 98 and 100 Bearbrook Road (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 and Building Services 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 and Building Services.

20. Retaining Wall

The Owner agrees to submit to the General Manager, Planning, ~~Real Estate and Economic~~ Development and Building Services, prior to issuance of a building

permit, details of the retaining walls which are greater than one metre in height, as shown on the approved Grading & Drainage Plan referenced in Schedule "E" hereto, which shall be designed and prepared by a Professional Structural Engineer, licensed in the Province of Ontario, to the satisfaction of the General Manager, Planning, ~~Real Estate and Economic~~ Development and Building Services. The Owner shall provide confirmation to the General Manager, Planning, ~~Real Estate and Economic~~ Development and Building Services that the Professional Structural Engineer has inspected and confirmed that the retaining walls have been constructed in accordance with the approved retaining wall details.

21. Retaining Wall – Stability

The Owner acknowledges and agrees to install the proposed retaining walls in accordance with the approved Retaining Wall Design and as shown on the approved Grading & Drainage Plan, both referenced in Schedule "E" hereto. The Owner shall provide written confirmation, satisfactory to the General Manager, Planning, ~~Real Estate and Economic~~ Development and Building Services, that a Geotechnical Engineer/Professional Structural Engineer, licensed in the Province of Ontario, has inspected and confirmed that the retaining walls have been constructed in accordance with the said approved Retaining Wall Design. The Owner further acknowledges and agrees to provide an Internal Compound Stability (ICS) analysis from a Geotechnical Engineer / Professional Structural Engineer, licensed in the Province of Ontario, that all retaining walls, which are greater than one metre in height have been checked for global stability, have a factor of safety of at least 1.5 for static conditions (as calculated through SLIDE) and 1.1 for seismic conditions is achieved, which shall be to the satisfaction of the General Manager, Planning, ~~Real Estate and Economic~~ Development and Building Services. The report shall provide structural details of the retaining wall(s).

The Owner further acknowledges and agrees to retain the services of a Professional Structural Engineer and a Soils Engineer, licensed in the Province of Ontario, to inspect any retaining walls on the subject lands and confirm that the retaining walls have been constructed in accordance with the approved retaining wall details.

Civil Engineering

22. Notices on Title – All Units (Below Grade Parking and Depressed Driveways)

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 during major storm events, depressed driveways and below grade parking areas may be subject to flooding due to drainage from the road allowance. The Purchaser/Lessee further acknowledges being advised that the City of Ottawa shall not be liable for flooding claims. Backwater valves are recommended for installation on catch basins located in depressed driveways.”

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

23. 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 and Building Services, 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 Building Services, and all associated costs shall be the Owner's responsibility.

24. 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 and Building Services 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.

25. Inlet Control Devices (ICDs)

The Owner acknowledges and agrees to install and maintain in good working order the required roof-top and underground stormwater inlet control devices, as recommended in the approved Stormwater Management Report and Servicing Brief, Apartment Buildings, 98/100 Bearbrook Road, 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.

26. 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 and Building Services 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.

27. Private Storm Sewer Connection to City Sewer System

The Owner acknowledges and agrees that any new storm sewers to be installed as part of this development shall not be connected to the City’s existing storm sewer system until such time as either:

- (a) a certificate of conformance and As-built Drawings have been received from a Professional Engineer, licensed in the Province of Ontario, certifying that all required inlet control devices have been properly installed to City Standards or Specifications, and that the storm sewer system has been installed in accordance with the approved engineering drawings for site development and City Sewer Design Guidelines. The inlet control devices shall be free of any debris; or
- (b) a flow limiting orifice plate, designed by a Professional Engineer licensed in the Province of Ontario and to the satisfaction of the City, has been installed at the storm water outlet prior to connecting any upstream storm sewers. Such orifice plate shall not be removed until subsection (a) above has been satisfied and approved by the General Manager, Planning, ~~Real Estate and Economic~~ Development and Building Services.

Vibration Monitoring

28. Vibration Monitoring

The Owner agrees and acknowledges that prior to commencing site alteration or construction that vibration monitoring shall be undertaken by a Professional Engineer licensed in the province of Ontario. Vibration levels shall not exceed those determined by the City and Province to cause damage to adjacent buildings and structures. The Owner may consider offering pre-construction surveys to adjacent/abutting properties, to validate damage claims or indemnify and save harmless. The Owner agrees to maintain vibration monitoring records during construction, which shall be made available to the General Manager, Planning, ~~Real Estate and Economic~~ Development and Building Services upon request. The Owner agrees and acknowledges that the City shall be indemnified from any damage claims resulting from construction activities.

Site Lighting

29. 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 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.

Planning and Other

Planning and Design

30. Exterior Elevations Drawings

The Owner acknowledges and agrees to construct the proposed building in accordance with the revised elevation drawings, 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 Building Services 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.

31. 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 Bearbrook Road right-of-way, as shown on the approved Landscape Plan (Drawing L1-1) referenced in Schedule "E" herein, including all plant and landscaping material (except municipal trees), unit pavers. 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.

Waste Collection

32. 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.

~~33. Notice on Title – Residential and Recycling Collection~~

~~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 City will provide cart (and/or container) garbage, recycling, and organic waste collection for the residential units, at the Owner’s expense. The Owner shall provide an adequate storage room or space for garbage, recycling, and organic waste carts (and/or containers) and agrees that it is recommended that the containers and carts be placed on a concrete floor. The Owner shall provide an adequate constructed road access to the waste storage room or area suitable for garbage/recycling/organic waste collection vehicles and a depressed curb at the entrance to facilitate access to the carts and/or containers, to the satisfaction of the Program Coordinator, Waste Collection Services. The Owner further acknowledges and agrees that any additional services (i.e. winching of containers) may result in extra charges.”~~

~~“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.”~~

Trees

34. Replacement of Trees in City's Right-of-Way

Prior to registration of this Agreement, the Owner acknowledges and agrees it shall pay the sum of **\$8,022.05** to the City as compensation for the removal of **Tree 1** - basswood tree (46 DBH valued at \$5,259.52), **Tree 2** - apple tree (33 DBH valued at \$2,006.43), **Tree 3** – apple tree (22 DBH valued at \$459.02), and **Tree 4** – apple tree (15 DBH valued at \$297.08) located within the City's right-of-way along **Bearbrook Road**. 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 Basswood and apple trees, at the Owner's expense.

Parks

35. 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 (**\$265,002.27**). 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 2 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.

Community Benefits Charge

36. Community Benefits Charge

The Owner acknowledges that the development is subject to payment of a Community Benefits Charge of **\$106,001.60**, payable at the time of building permit issuance, calculated in accordance with the Community Benefits Charge By-law 2022-307 (as amended from time to time) and the *Planning Act*.

For the purposes of calculating the charge payable, the City has completed an appraisal. The Owner acknowledges that the City has applied this appraised value to calculate the Community Benefits Charge owing at the time of building permit issuance, provided the first building permit is issued within twenty-four months of the date of the present site plan approval. Should the first building permit not be issued within that timeline, an updated valuation of the land that is the subject of

development or redevelopment will be provided by the City prior to building permit issuance or earlier if requested by the Owner.

Agencies

RVCA

37. Rideau Valley Conservation Authority

The Owner acknowledges and agrees to obtain any required approvals and/or permits from the Rideau Valley Conservation Authority prior to the commencement of site works. The Owner acknowledges and agrees to file copies of such approvals and/or permits with the General Manager, Planning, ~~Real Estate and Economic~~ Development and Building Services.

Schools

38. Notice on Title – School Accommodation

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 Ottawa-Carleton District School Board has pupil accommodation concerns for this dwelling unit. The Purchaser/Lessee agrees to inform prospective purchasers or tenants in all subsequent agreements of purchase and sale and lease agreements that school accommodation pressures exist in the Ottawa-Carleton District School Board, which are currently being addressed by the utilization of portable classrooms and/or by directing students to school outside their community.”

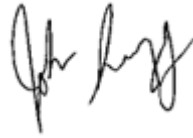
“The Purchaser/Lessee covenants with the Vendor/Lessor that the above clauses, verbatim, shall be included in all subsequent agreements of purchase and sale,

and lease agreements for the lands described herein, which covenant shall run with the said lands.”

Approval

February 20, 2024

December 9, 2024



Date

John Sevigny

Manager (A), Development Review East
Planning, ~~Real Estate and Economic~~
Development and Building Services
Department

Enclosure: Site Plan Control Application approval – Supporting Information

SITE PLAN CONTROL APPROVAL APPLICATION SUPPORTING INFORMATION

File Number: D07-12-23-0137

SITE LOCATION

The site addressed 98 and 100 Bearbrook Road is within Blackburn Hamlet Community and is situated on the west side of Bearbrook Road, as shown on Document 1.

SYNOPSIS OF APPLICATION

The subject site is a 0.4 hectare (3,914 square metres) rectangular property. The site has 79 metres of frontage on Bearbrook Road, a major collector road. Approximately 85 metres south of the property, Bearbrook Road intersects with Innes Road, a major Collector Road. Innes Road is designated as a Mainstreet Corridor, this designation has been extended to include this site. The Mainstreet Corridor boundary can include properties on abutting side streets that exist within the same corridor. The property's rear lot line abuts a minor institutional use, École élémentaire catholique Sainte-Marie. The northern interior lot line abuts a residential use, a semi-detached dwelling. The southern interior lot line abuts a commercial use, Alexander Mall. Directly across Bearbrook Road is the Good Shepard School site, an institutional use. Bearbrook Retirement Residence occupies the northeast corner of Bearbrook Road and Innes Road. There is pedestrian infrastructure along Bearbrook Road – sidewalks on both sides of the street.

The proposal is to redevelop the site with a nine-storey bar building of contemporary architectural design, which features a base-middle-top, with a total of 160 residential dwelling units. The proposed building will include nine ground-oriented units along the façade that abuts Bearbrook Road, the main entrance of the apartment building also abuts Bearbrook Road. The building envelope will consist of mostly aluminum cladding, masonry cladding and windows. There are balconies on the east, south and west facades as well as terraces. The building has a 14,463 square metre gross floor area (GFA). The parking is accessed via a driveway that abuts the northern side lot, the surface parking is at the rear of building and the access to the two-level underground

parking is at the rear of the building. There are 208 motor vehicle parking spaces (32 surface and 176 underground) and 86 bicycle parking spaces (26 surface and 60 underground). The garbage room and storage lockers are in the basement of the building. A communal picnic area is proposed in the rear yard, common amenity areas are proposed within the building as is a common rooftop amenity space. Private amenity areas are provided via balconies and terraces.

The proposal will be serviced by municipal water, sanitary and stormwater. Staff is satisfied that the existing sanitary and storm sewers on Bearbrook Road have sufficient capacity to convey the projected post-development flows from the proposed site development, and that the proposed on-site stormwater management design meets the City’s design standards respecting both quantity and quality control. There is also an adequate municipal water to support the proposed water demand.

Staff have included conditions:

- to correct minor errors on the site plan;
- require revisions to the grading and drainage plan, stormwater management plan, as well as the servicing and stormwater management report;
- require more details on the elevations to indicate which surfaces will have bird safe treatment applied to them; and
- require a letter of Permission on official letterhead from the Conseil des écoles catholiques du Centre-Est (CECCE) to carry out the tree planting on the École élémentaire catholique Sainte-Marie site.

Residential Units and Types

Dwelling Type	Number of Units
Apartment	160

Related Applications

N/A

DECISION AND RATIONALE

This application is approved for the following reasons:

- The application is consistent with the Provincial Policy Statement as it facilitates the efficient use of urban, serviced land in a settlement area.

- The application conforms to the policies of the Official Plan. This site is designated Mainstreet Corridor per Schedule A and B3 of the Official Plan (2022), this designation permits a mix of building forms and densities as well as a mix of uses. The following Official Plan policies and guidelines support this application:
 - Section 3 explains the City's growth management framework. The policies in this section identify the urban area and villages as the focus of growth and development.
 - Section 4.2.1 enables greater flexibility and an adequate supply and diversity of housing options throughout the city.
 - Section 5.3 Provide direction to the Corridors located within the Outer Urban Transect
 - Section 6.2 defines Corridors and sets the stage for their function and change over time
- The proposal is in conformity with Zoning that is specific to Blackburn Hamlet, AM11. The zoning contains the following active frontage provisions: requirement to locate the building near the street, the requirement for active entrances on the façade that faces the public street, a minimum amount of fenestration (windows) on the façade that faces the public street, and a minimum height for the first storey.
- As noted above, staff included special conditions of approval to address planning and engineering comments.

PARKLAND DEDICATION

Parkland dedication, in accordance with By-law 2022-280, is being satisfied within this approval through the taking of \$265,002.27 in cash-lieu-of parkland.

CONSULTATION DETAILS

Councillor's Comments

Councillor Laura Dudas was aware of the application related to this report. Councillor concurrence was not required.

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.

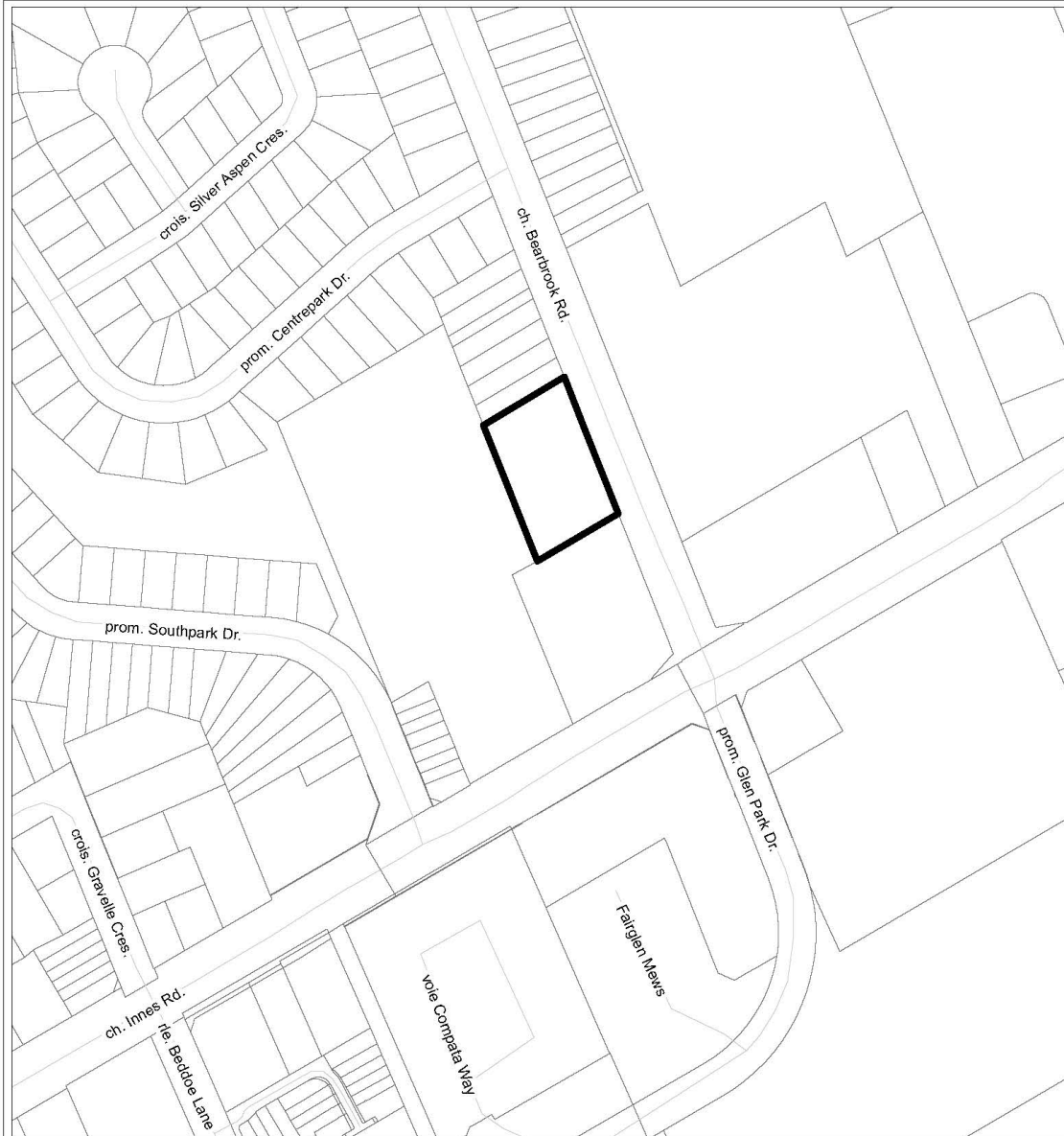
APPLICATION PROCESS TIMELINE STATUS

This Site Plan application is subject to Bill 109 and was processed by the On Time Decision Date.

Contact: Lucy Ramirez Tel: 613-580-2424, ext. 23808 or e-mail:

Lucy.Ramirez@ottawa.ca

Document 1 – Location Map



LOCATION MAP / PLAN DE LOCALISATION
SITE PLAN / PLAN D'EMPLACEMENT

D07-12-23-0137

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REVISION / RÉVISION - 2023 / 12 / 19



98, 100 ch. Bearbrook Road

