



**SITE PLAN CONTROL APPLICATION
DELEGATED AUTHORITY REPORT
PLANNING, DEVELOPMENT AND BUILDING SERVICES DEPARTMENT**

Site Location: 15 and 17 Oblats Avenue

File No.: D07-12-22-0124

Date of Application: August 23, 2022

This SITE PLAN CONTROL application submitted by Fotenn Consulting Inc. (Patricia Warren), on behalf of Forum Asset Management, is APPROVED as shown on the following plan(s):

1. Grading Plan/ C001, prepared by WSP, Rev #7, dated 2024-11-27
2. Servicing Plan/ C002, prepared by WSP, Rev #7, dated 2024-11-27
3. Erosion and Sediment Control Plan/ C003, prepared by WSP, Rev #7, dated 2024-11-27
4. Site Plan/ A.003, prepared by Lemay CO Inc., Rev #3, dated 2024-11-27
5. Exterior Elevations N&S/ A.400, prepared by Lemay CO Inc., Rev #1, dated 2024-09-06
6. Exterior Elevations E&W/ A.401, prepared by Lemay CO Inc., Rev #1, dated 2024-09-06

And as detailed in the following report(s):

7. Geotechnical Investigation/Report PG5329-1, prepared by Paterson Group, Revision 3, dated November 11, 2024
8. Grading and Servicing Plan Review Memo, PG5329-MEMO.02 Revision 1, prepared by Paterson Group, dated March 27, 2023
9. Roadway Traffic Noise Addendum Letter/GW File No.: 22-094 – Noise Addendum Letter, prepared by Gradient Wind Engineers & Scientists, dated November 01, 2024.
10. Gradient Wind/ Report #22-094 – Traffic Noise, prepared by Gradient Wind Engineers & Scientists, dated July 27, 2022
11. Site Servicing/Report, prepared by WSP, dated August 28, 2024
12. Stormwater Management/Report, prepared by WSP, dated August 23, 2024
13. Transportation Impact Assessment/Report, prepared by CGH Transportation, dated March 2023

Plans Received:

14. Planting Plan/ L.200, prepared by Lemay CO Inc., Rev #2, dated 2024-11-13
15. Tree Conservation Report/ L.100, prepared by Lemay CO Inc., Rev #2, dated 2024-11-13

And subject to the following General and Special Conditions:

General Conditions

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 within three (3) years 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, 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, 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, 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, structure. 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, 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, 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, Development and Building Services, the aforesaid Works are proceeding satisfactorily toward completion. The Owner shall obtain the prior consent of the General Manager, Planning, Development and Building Services 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, 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.

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, Development and Building Services, 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

11. Required Update to Plans and Studies

The Owner acknowledges and agrees, prior to preparation of this Agreement or issuance of a Commence Work Notification, to update the **plans and reports listed as “received” above** to address the comments from the formal review, email dated **November 26th, 2024** to the satisfaction of the Manager, Development Review Central, Planning, Development and Building Services Department. The Owner further acknowledges and agrees that the submission in response to the October 10, 2024 comments may necessitate changes to the plans and reports before approval of the said plans and/or reports are granted. The Owner further acknowledges and agrees that all final plans and reports shall be approved to the satisfaction of the Manager, Development Review Central prior to preparation of this Agreement or the issuance of a Commence Work Notification.

12. 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.

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

"The purchaser/lessee covenants with the vendor/lessor that the above 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."

14. **Private Approach Detail**

The Owner acknowledges and agrees that all private approaches serving the proposed development shall be designed and constructed, at the sole expense of the Owner, in accordance with the City's "Curb Return Entrances – Uncontrolled Intersections" Plan, Drawing No. SC7.1, dated March 2007 and revised March 2021, and the Owner shall comply with the City's Private Approach By-law, being No. 2003-447, as amended.

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

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:

Type A – Increasing Roadway Traffic

“The purchaser/lessee for themselves, their heirs, executors, administrators, successors and assigns, acknowledges being advised that noise levels due to increasing roadway may be of concern, occasionally interfering with some activities of the dwelling occupants as the outdoor sound level exceeds the City of Ottawa’s and the Ministry of the Environment, Conservation and Parks’ noise criteria.”

Type D – Central Air Conditioning

“The purchaser/lessee for themselves, their 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.”

Ending Paragraph

“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.”

16. Stationary Noise Study

The Owner covenants and agrees that it shall retain the services of a professional engineer licensed in the Province of Ontario to provide a Stationary Noise Study (the “Report”) for review to Development Review (PDBCSD-DR), prior to issuance of a building permit, further to City comments and requirements. The Owner further acknowledges and agrees that it shall provide the General Manager, Planning, Development & Building Services Department (PDBSD) with confirmation issued by the professional engineer that the Owner has complied with all recommendations and provisions of the Report, prior to building occupancy, which confirmation shall be to the satisfaction of the General Manager, Planning Development & Building Services Department.

17. 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 Paterson Group, dated November 11, 2024 (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 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 and Building Services.

18. **Retaining Wall**

The Owner agrees to submit to the General Manager, Planning, 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 Plan, Dwg. C001, prepared by WSP and Planting (Landscape) Plan, Dwg L.200, prepared by Lemay Co Inc., both dated November 13, 2024 and 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, Development and Building Services. The Owner shall provide confirmation to the General Manager, Planning, 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.

19. **Retaining Wall – Stability**

The Owner acknowledges and agrees to install the proposed retaining walls in accordance with the approved Retaining Wall Design for 15/17 Oblats Avenue and as shown on the approved Grading Plan, Dwg. C001, prepared by WSP and Planting (Landscape) Plan, Dwg L.200, prepared by Lemay Co Inc., both dated November 13, 2024 and referenced in Schedule "E" hereto. The Owner shall provide written confirmation, satisfactory to the General Manager, Planning, 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 for 15/17 Oblats Avenue. 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, 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.

20. **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 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 abuts the Oblats and Springhurst 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 and the City's Surveyor, showing the existing City Sewer System within the Oblats and Springhurst Avenue ROW 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 Oblats and Springhurst Avenue ROW, fronting the site, 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.
- (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:
- (i) obtain a video inspection of the existing City Sewer System within the Oblats and Springhurst Avenues, fronting the site, 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 Oblats and Springhurst Avenue ROW and compensate the City for the full amount of any required repairs to the City Sewer System.

21. **Stormwater Management Memorandum**

Prior to registration of this Agreement, the Owner acknowledges and agrees to provide the General Manager, Planning, 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, Development and Building Services, and all associated costs shall be the Owner's responsibility.

22. **Stormwater Works Certification**

Upon completion of all stormwater management Works, the Owner acknowledges and agrees to retain the services of a Professional Engineer, licensed in the Province of Ontario, to ensure that all measures have been implemented in conformity with the approved Plans and Reports, referenced in Schedule "E" herein.

The Owner further acknowledges and agrees to provide the General Manager, Planning, 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.

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

The Owner acknowledges and agrees to install and maintain in good working order the required in-ground stormwater inlet control devices, as recommended in the approved Servicing Plan, Dwg C002, Rev. 6, dated November 13, 2024, SWM Report, dated August 23, 2024 and Site Servicing Report, dated August 28, 2024, all prepared by WSP, referenced in Schedule "E" herein. The Owner further acknowledges and agrees it shall assume all maintenance and replacement responsibilities in perpetuity. The Owner shall keep all records of inspection and maintenance in perpetuity and shall provide said records to the City upon its request.

24. **Stormtech Chamber (ADS Inc.)**

The Owner agrees to install and maintain in good working order, the required Stormtech Chamber as recommended in the approved Stormwater Management Report referenced in Schedule "E" hereto. The Owner acknowledges and agrees to assume all maintenance and replacement responsibilities in perpetuity, including inspection and debris build-up removal every twelve (12) months, as identified in the said Report, and to keep all records of inspection and maintenance in perpetuity and make said records available for inspection upon demand by the City.

25. **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.

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.

26. **Permits**

The Owner shall obtain such permits as may be required from municipal or provincial authorities and shall file copies thereof with the General Manager, Planning, Development and Building Services.

27. **Works on City Road Allowances**

Any Works required to be done by the Owner on City road allowances shall be according to the specifications and by-laws of the City. The Owner, or its contractor, shall be required to obtain all the necessary permits for road cuts prior to the disruption of the City road allowance and it is further understood and agreed that the aforementioned cuts shall be reinstated to the satisfaction of the Director, Infrastructure Services.

28. **Video Examination**

Video examination of storm and sanitary sewers 200mm or larger in diameter shall be required by the General Manager, Planning, Development and Building Services, at the Owner's expense, before final Acceptance or Approval of the Works.

29. **Testing**

The Owner may be required by the City to perform qualitative and quantitative testing, at the Owner's expense, of any materials which have been or are proposed to be used in the construction of any of the Works required by this Agreement to determine whether they are in conformity with applicable standards as determined by the General Manager, Planning, Development and Building Services.

30. **Provision of As-Built Drawings**

The Owner shall supply to the General Manager, Planning, Development and Building Services, one set of mylar or plastic film as-constructed road, grading and service drawings including the location of all Works, certified under seal by a Professional Engineer, licensed in the Province of Ontario, for City records upon Acceptance and Approval of the Works. Furthermore, the Owner shall provide the As-built Drawings and the attribute data for the Works in a form that is compatible with the City's computerized systems.

31. **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. It is expressly acknowledged that this service may be amended or discontinued at the City's sole discretion, if in the City's opinion, access is not appropriate or due to policy/process changes within the operating department.

32. **Parkland Dedication**

- (a) The Owner acknowledges and agrees that the required parkland conveyance to the City is to be 678 square metres.
- (b) The Owner covenants and agrees that the park 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 land conveyance (residential > 18 units/net ha):
 - i. one hectare per 600 net residential units but shall not exceed a maximum of 10% of the gross land area where less than or equal to five hectares.

33. **Conveyance of Parkland**

Prior to registration of the Site Plan Agreement, the Owner shall convey parkland to the City, at no cost to the City, as shown on the approved plans and drawings, in accordance with the *Planning Act*, RSO 1990, c P.13 and the City's Parkland Dedication By-law, being By-law No. 2022-280, as amended, to the satisfaction of the General Manager, Recreation, Cultural and Facility Services. The Owner shall provide a reference plan for registration, confirming the parkland dedication, to the City Surveyor for review and approval prior to its deposit in the Land Registry Office.

34. **Parkland Maintenance and Front-Ending**

- (a) Prior to registration of the Site Plan Agreement, the Owner shall confirm with the City any intent to enter into a Front-Ending Agreement with the City for the design and construction of the Parkland. Subject to confirmation of a Front-Ending Agreement, a Front-Ending Section shall be included in the Site Plan Agreement prior to registration of the agreement.
- (b) Prior to registration of the Site Plan Agreement, the Owner shall confirm intent for Parkland maintenance with respect to expanding development Maintenance and Liability (M&L) requirements, specifically for the remnant parcel of lands abutting the residential exit, and the lands subject to a M&L shall be confirmed prior to registration of the agreement.

35. **Parkland Requirements**

- (a) The Owner shall be responsible for the construction and installation of the base park improvements for the Parkland (the 'Base Park Improvements') at their sole expense.
- (b) The Base Park Improvements will include the following:
 - (i) demolition, removal and disposal of all existing materials, utilities, structures and foundations;

- (ii) grading (including cut and/or fill) where necessary to bring the Parkland to site plan grades and to provide positive surface drainage, in accordance with the approved Grading and Drainage Plan(s);
- (iii) topsoil supply and placement, minimum of 150 mm;
- (iv) seed and/or sod #1 nursery grade or equivalent value;
- (v) fencing to City standard and requirements;
- (vi) street trees along all public road allowances, which abut future City owned parkland, and identify ROW boulevard works and trees on the approved Landscape Plan;
- (vii) all necessary drainage systems including connections to municipal services as required; and
- (viii) Unless otherwise specified, the Owner shall provide the following services and utilities to the Parkland:
 - i. A 300mm diameter storm sewer and Catch Basin/Manhole at 2m inside the park property line;
 - ii. A 50mm diameter water line complete with water vault chamber at 2m inside the park property line as per city standard details for unit price contracts. Costs for the water vault chamber and water meter, if ultimately required, shall be paid for by the City or be included as part of the maximum park construction budget for the park;
 - iii. 150mm diameter sanitary sewer and Manhole at 2m inside the park property line;
 - iv. A 120/240 volt, 200 ampere single phase hydro service at 2m inside the park property line complete with electrical kiosk for park services as per city standard details for unit price contracts. The Owner is responsible for making all arrangements and coordinating the connection of the new hydro service, including costs and inspections, with the respective electrical agencies.
 - v. Electrical and water connections (minimum 50mm) are to be connected directly to the street line, including back flow preventors, shutoff valves, water and hydro meters and chambers.

All work shall be completed in accordance with the approved Plans and Reports referenced in Schedule "E" herein and to the satisfaction of the General Manager, Planning, Real Estate and Economic Development and the General Manager, Recreation, Cultural and Facility Services.

- (c) The Owner acknowledges and agrees that no stormwater management facilities, overland flow routes, and/or encumbrances of any kind, such as, but not limited to, retaining walls, utility lines, agreements and/or easements of any kind shall be located on, under, or above dedicated Parkland, save and except any utilities lines required by the City, and shall be removed and/or released from the Parkland, prior to the conveyance of the said lands to the City. Any utilities presently located within the Parkland, must be relocated at the Owner's sole expense.

- (d) Notwithstanding the transfer of the Parkland, the Owner acknowledges and agrees that the Owner will retain all liability for the transferred Parkland, until Final Acceptance of the Base Park Improvements, and that said transfer will in no way exonerate the Owner from its responsibility pursuant to the terms of the Site Plan Agreement. The Owner, on behalf of himself, his heirs, executors, administrators and assigns, including his successors in title, covenants and agrees to indemnify and save harmless the City from all actions, causes of actions, suits, claims or demands whatsoever which arise directly from the interim use by the Owner of the Parkland.
- (e) The Owner acknowledges and agrees that it is the responsibility of the Owner to rough grade the park where necessary to meet Site Plan grades and provide for positive surface drainage across the Parkland, as per the approved Grading and Drainage Plan(s). If fill is required, it shall be comprised of clean earth borrow, compacted and leveled within the Parkland accordingly as per the City Standards for Park Fill and rough grading. All at the expense of the Owner.

Any fill imported to the Parkland must be conducted in accordance with the excess soils regulations, as amended. Documentation of the source and quality of the fill to be imported must be approved by a Qualified Person, as defined by Ontario Regulation 153/04, as amended. Soils must be tested to the minimum parameter list as specified in the excess soils regulations. Importation of soils with no chemical testing will not be permitted. Additional testing may be required by the Qualified Person as defined in the regulation.

Copies of all records related to all soils imported to the Parkland must be provided to the City. All works and fill materials are to be approved by the General Manager, Planning, Real Estate and Economic Development Department prior to being placed on site.

All work shall proceed in accordance with the applicable regulations and according to the current (at time of work) approved City details and specifications.

- (f) The Owner shall install commercial grade ornamental fencing, or approved equivalent, a minimum 0.9m (3ft) in height between the parking lot, and the property line adjacent to the residential exit and park block, fencing to be located 0.15m on the private property side of the common property line, to the satisfaction of the General Manager, Recreation, Cultural and Facility Services, and the fencing shall be shown on the approved Landscape Plan(s).
- (g) The Owner shall install a standard City of Ottawa chainlink fence, or approved equivalent, between the property municipally described as 102 Springhurst Avenue and the Parkland, location of the fence to be 0.15m on public side of the common property line, with consideration of and requirement to ensure the protection of tree retention along the common property line, to the satisfaction of the General Manager, Recreation,

Cultural and Facility Services, and fencing shall be shown on the approved Landscape Plan(s).

- (h) The Owner shall submit a cost estimate, any necessary plans for the Base Park Improvements and shall submit, as set out in Schedule "B" of the Site Plan Agreement, securities in the amount of 100% of the estimated cost of all Base Park Improvements, all to the satisfaction of the General Manager, Recreation, Cultural and Facility Services. A park review and inspection fee will further be collected and is based on 4% (+HST) of the total value of the Base Park Improvements cost. The Owner acknowledges and agrees that no credit shall be given towards the Parks and Recreation component of the Development Charges for costs associated with Base Park Improvements.
- (i) The construction of the Base Park Improvements to the Parkland shall be completed prior to any occupancy permit for any part of the subject lands, to the satisfaction of the General Manager, Recreation, Cultural and Facility Services. Unforeseen delays (e.g. weather) resulting in the late completion of the construction of the Base Park Improvements to the Parkland may be taken into consideration and the date for completion may be extended, at the sole discretion of the General Manager, Recreation, Cultural and Facility Services.
- (j) Subject to confirmation of timing of transfer of Parkland to the City, before carrying out any of the Base Park Improvements on the Parklands, the Owner must obtain, as required, at the Owner's expense, a License of Occupation (LOO) or a Consent to Enter (CTE) from the City's Corporate Real Estate Office. The LOO or CTE will outline in detail the insurance requirements, extent of area permitted, permitted use, and duration to the satisfaction of the General Manager, Recreation, Cultural and Facility Services. The Owner will indemnify the City against any claim during any interim use of or work carried out by the applicant on the park, to the satisfaction of the General Manager, Recreation, Cultural and Facility Services.
- (k) The Owner acknowledges and agrees to undertake a geotechnical and soils analysis of the Parkland to determine its composition and drainage characteristics to a minimum 2 metre depth. The Owner shall clearly demonstrate to the satisfaction of the General Manager, Planning, Real Estate and Economic Development that the soils in the Parkland are capable of supporting the development of park facilities such as, but not limited to, pathways, children's playgrounds, park shelters, and vegetation growth.
- (l) Record of Site Condition / Parkland Remediation

Subject to confirmation that a Record of Site Condition (RSC) is required for the change of land use for parkland purposes, the Owner shall submit to the General Manager, Planning, Real Estate and Economic Development, verification to the satisfaction of the City's Corporate Real Estate Office that the proposed land is suitable for park use in accordance with provincial legislation and regulations. This verification will include, but is not limited to, a report documenting the soil and/or groundwater conditions on site at the

substantial completion of the Base Park Improvements and Park Requirements, prior to the commencement of the park construction. The soil and groundwater on site are to meet the appropriate O.Reg. 153/04 Site Condition Standards.

36. **Protection Of Public Park Land**

- (a) The Owner acknowledges and agrees, other than what is required for the removals, rehabilitation, Base Park Improvement and Park Requirement works the Owner shall neither deposit, nor permit to be deposited, fill, snow, debris, building materials, granular, excavated materials, topsoil or construction equipment, nor allow vehicle parking, storage or access for any purposes on the Parkland. Furthermore, the Owner shall neither remove nor permit to be removed any fill, topsoil, trees, vegetation or shrubs from on the Parkland, without the prior consent of the General Manager, Planning, Real Estate and Economic Development.
- (b) The Owner shall cause the lands conveyed, designated and identified on the 4R-Plan, to the City for park purposes, to be identified by permanent markers and, if required, temporary markers at the Owner's expense. The Owner shall install and maintain temporary fencing adjacent to the Parkland. The markers and temporary fencing shall be of a type and placed in such a location and at such times as are satisfactory to the General Manager, Planning, Real Estate and Economic Development.
- (c) The Owner shall install tree protection fencing around the tree(s) to be retained within the Parkland. Fencing shall be installed prior to any site Works and shall be maintained in good order throughout the construction period. Any removal or revisions to the location of protection fencing shall be to the satisfaction of the General Manager, Planning, Real Estate and Economic Development.
- (d) Trees or shrubs which have been or are hereafter removed from the Parkland in contravention of the Site Plan Agreement shall, at the City's option, be replaced by the Owner, at the expense of the Owner, with nursery stock of a variety and quality equivalent to or better than the trees and/or shrubs removed.
- (e) The Owner acknowledges and agrees that a Limiting Distance Agreement (LDA) will not be permitted due to the encumbrance impacts on the parkland, both from a design and construction perspective. Please ensure that that the building setbacks and window openings comply with the Ontario Building Code, as measured from the building to the *future* lot line(s) of the park block. As such, architectural fire protection measures, should they be required, must be confirmed prior to submission of a building permit for the future development.

37. **Notice on Title – Parkland**

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 parkland within the vicinity of the subject lands may have active hard and soft surface recreational facilities, buildings and supporting infrastructure. These amenities may include lit facilities and may generate noise by users using these facilities and amenities."

"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."

38. **Public Access Easement To City**

The Owner acknowledges and agrees to convey to the City, at no cost to the City, an unencumbered public access easement along the pedestrian mews, to the satisfaction of the City. Furthermore, the Owner shall provide a reference plan for registration, indicating the public access easement lands, to the City Surveyor for review and approval prior to its deposit in the Land Registry Office. The Owner acknowledges and agrees that it shall convey said public access easement to the City within two years of registration of the Site Plan Agreement. All costs shall be borne by the Owner.

39. **Statue Relocation**

The Owner acknowledges and agrees to preserve and relocate the on-site statue of the Blessed Virgin to Immaculata High School, as detailed within the Memo of Understanding dated November 26th, 2024. The Owner further agrees to provide a plaque for this statue commemorating the Sisters of the Sacred Heart, to the satisfaction of the General Manager, Planning, Development and Building Services. The Owner shall provide securities in the amount of \$5000 to the City, guaranteeing the safe transfer and installation of the statue in the approved location, as well as the installation of the commemorative plaque prior to the registration of the Site Plan Agreement.

40. **Maintenance and Liability Agreement for Landscaping**

The Owner acknowledges and agrees it shall be required to enter into a Maintenance and Liability Agreement with the City, for those elements which are to

be located in the City's Springhurst Avenue and Des Oblats Avenue rights-of-way, as shown on the approved Site Plan referenced in Schedule "E" herein, including all plant and landscaping material (except municipal trees). The Maintenance and Liability Agreement shall be registered on title, at the Owner's expense, immediately after the registration of this Agreement. The Owner shall assume all maintenance and replacement responsibilities in perpetuity.

41. **Transportation Demand Management Measures**

Prior to occupancy, the Owner acknowledges and agrees that it shall implement the following transportation demand management measures, which shall be to the satisfaction of the General Manager, Planning, Development and Building Services Department:

- (a) Provide a permanent bike repair station, with commonly used tools and an air pump, adjacent to the main bicycle parking area.
- (b) Display local area maps with walking/cycling access routes and key destinations at major entrances (*multi-family, condominium*).
- (c) Display relevant transit schedules and route maps at entrances (*multi-family, condominium*).
- (d) Provide a multimodal travel option information package to new residents.
- (e) Up to five of the 27 visitor parking spaces can be used for car-share.
- (f) Notice to tenants that vehicle parking is not provided and is not a viable option on the local streets.
- (g) A bike parking rate that is aligned with one bicycle parking space per bedroom.
- (h) For each new residential unit, the Owner shall purchase and provide a one month adult transit pass to one of the registered owners or lessees of that unit, starting the first day of the month in which the first owner or lessee takes possession of the unit. The adult transit passes shall be in the form of pre-loaded Presto cards, or equivalent, with an e-purse value matching the price of a regular adult monthly transit pass at the time of purchase, and each subject to the required \$6.00 activation fee to be paid by the Owner. The Owner acknowledges and agrees that security for the transit passes has been included in the Soft Servicing section of the Works on Public Property section in Schedule "B" hereto under the General Category, and further acknowledges and agrees that the security shall not be reduced below \$40,044 (2025 monthly pass + Presto Card activation fee x 284) until this condition has been satisfied to the satisfaction of the General Manager, Planning, Development and Building Services.
- (i) 10 bikes being provided on-site for rent.
- (j) A property manager/concierge that will monitor the visitor parking spaces and provide information to residents on how to get around city using transit or active modes.

42. **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 3 metres x 3 metres at the intersection of Springhurst Avenue and

Rosemere Avenue. 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.

November 29, 2024

Date

A Hamlin

Allison Hamlin
Manager, Development Review All
Wards, Planning, Real Estate and
Economic Development Department

Enclosure: Site Plan Control Application approval – Supporting Information

SITE PLAN CONTROL APPROVAL APPLICATION SUPPORTING INFORMATION

File Number: D07-12-22-0124

SITE LOCATION

15 and 17 Oblats Avenue, and as shown on Document 1.

SYNOPSIS OF APPLICATION

The site has approximately 98.8 metres of frontage along Oblats Avenue, 99.9 metres of frontage along Springhurst Avenue, with a lot area of 6,774 square metres

The neighbourhood can be characterized by many types of low-rise and high-rise residential developments as well as institutional uses. The area north of the subject property is composed of mainly residential detached dwellings and low-rise apartment buildings. South of the site is the Saint Paul University Campus and a park along the Rideau River. East of the property you can find newly constructed townhouses, the Greystone Village Retirement building, and the Rideau River. Finally, west of the site are low to mid-rise buildings and two schools.

The proposal seeks to retrofit the former convent building into residential units and build a four-storey addition on the northwest part of the property, which together will provide 284 residential units.

Amenity spaces are provided on the rooftop of the addition and within the enclosed rooftop structure which was granted permission to project above four storeys through the associated zoning. A variety of at-grade amenity areas are located within the courtyard of the development as well as along Oblats Avenue.

A total of 291 interior and eight exterior bicycle spaces are included, along with ten bicycles for tenants to rent. The proposed strategy also includes two dedicated car-share spaces located on des Oblats Avenue, and up to five of the 27 visitor parking spaces may be used for the purpose of car-sharing. At the time of rental, it will be clearly stated that there is no parking available for tenants.

A park space representing 10% of the site will be provided through this development and is located on the northeastern corner of the site.

Residential Units and Types

Dwelling Type	Number of Units
Apartment	284

Related Applications

The following applications are related to this proposed development:

- Zoning By-law Amendment – D02-02-22-0083 - Approved

DECISION AND RATIONALE

This application is approved for the following reasons:

- The subject property is designated as an Evolving Neighbourhood within the Inner Urban Transect on Schedule A of the Official Plan. The proposal is consistent with these policies which encourage mid- to high-density development tied to transit access, infrastructure capacity, and appropriately scaled building heights and massing.
- The proposed development complies with the Zoning By-law and meets all of the applicable performance standards of the R5B[2884] S474] designation.
- The lands are located within the boundaries of the Old Ottawa East Secondary Plan, in Policy Area 3, which encompasses the lands east of Main Street, between Springhurst Avenue and Clegg Avenue. The property is split designated with the northern half being Neighbourhood Low-Rise (up to four storeys) and the southern half being Neighbourhood Mid-Rise (up to six storeys). The policies for this area aim to guide its redevelopment into a diverse, sustainable, and integrated urban environment that focuses on creating a vibrant and pedestrian-friendly Main Street.

Conditions related to the Blessed Virgin statue have been included to ensure the proper preservation and relocation of this statue, consistent with the Secondary Plan policies that relate to this element.

The proposal is consistent with the guiding policies of this Secondary Plan.

- Conditions related to the Transportation Demand Management Strategy has been included to support transit and active modes of transportation for this development. The measures include: two car-share spaces, notices in all lease agreements that resident parking will not be available, a 24-hour concierge service, a \$132 pre-loaded Presto card for first occupant residents, and ten bicycles available on-site for residents to rent.
- The development complies with the relevant planning policy context and complies with the zoning bylaw. Accordingly, the development represents good land use planning.

PARKLAND DEDICATION

Parkland dedication, in accordance with By-law 2022-280, is being satisfied within this approval through the dedication of land as detailed in the above conditions.

CONSULTATION DETAILS

Councillor's Comments

Councillor Shawn Menard 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.

Summary of public comments and responses

Transportation Concerns

1. Suggestions for contra-flow cycling lanes on Springhurst Avenue.
2. Increased traffic on both Springhurst/Rosemere and Oblats was a concern.

Staff Response:

Certain initiatives, such as adding contra-flow cycling lanes, fall outside the scope of the proposed development project and are typically city-led. In response to potential traffic and parking concerns, the project proposes reduced parking spaces to encourage residents to use active transportation methods or public transit, aiming to promote a more sustainable lifestyle.

Site Design Concerns

1. Residents raised issues about the lack of greenspace and trees.

Staff Response:

The site includes retention of healthy trees and will include a treed park to be dedicated to the City. Following these comments, the Applicant removed the long row of parking spaces along des Oblats and introduced a row of trees along with additional minor plantings.

Affordability Concerns

1. Concerns were voiced about the units' affordability.

Staff Response:

The proposed development aims to offer an attainable form of housing, with an all-inclusive style of rental units. This type and tenure of unit is not presently available in the area and will complement the subdivision.

Other Concerns

1. There were concerns about noise pollution.
2. There were concerns about the potential pressure on existing services, amenities, businesses, schools, and transit.

Staff Response:

Noise from the subject development is not anticipated to be an issue, and the Owner is required to submit confirmation that the HVAC systems are designed according to the approved noise study.

The area is sufficiently served by amenities within a short walking distance or bike ride. Additionally, Main Street is expected to develop further to support a complete community.

APPLICATION PROCESS TIMELINE STATUS

This Site Plan application was not processed by the On Time Decision Date, due to the complexity of the issues present on-site.

Contact: John Bernier Tel: 613-580-2424, ext. 21576 or e-mail: John.Bernier@ottawa.ca

Document 1 – Location Map

