

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

Site Location: 788 March Road

File No.: D07-12-24-0045

Date of Application: July 03, 2024

This SITE PLAN CONTROL application submitted by Fotenn (c/o Tamara Nahal), on behalf of SINA (c/o Mohamed El-Koury), is APPROVED upon resolution of the conditions stated in this report

And the following plans are approved:

1. **Site Plan**, A100, prepared by NEUF Architects, dated 2024.06.28, revision F, dated 2025.03.10.
2. **Elevations – Building “A”**, A400, prepared by NEUF Architects, dated 2024.06.28, revision E, dated 2025.02.05.
3. **Elevations – Building “A”**, A401, prepared by NEUF Architects, dated 2024.06.28, revision E, dated 2025.02.05.
4. **Elevations – Building “B”**, A402, prepared by NEUF Architects, dated 2024.06.28, revision E, dated 2025.02.05.
5. **Elevations – Building “B”**, A403, prepared by NEUF Architects, dated 2024.06.28, revision E, dated 2025.02.05.
6. **Landscape Plan**, L1, prepared by GJA Inc., dated 2023 09 29, revision 6, dated 2024 10 17.
7. **Existing Conditions and Erosion & Sediment Control Plan**, C100, prepared by McIntosh Perry, dated Sep. 29, 2023, revision 6, dated Aug. 26, 2024.
8. **Site Grading Plan**, C101, prepared by Egis, dated Sep. 29, 2023, revision 9, dated Apr. 07, 2025.
9. **Site Servicing Plan**, C102, prepared by Egis, dated Sep. 29, 2023, revision 9, dated Apr. 07, 2025.

And as detailed in the following reports:

1. **Phase One Environmental Site Assessment**, prepared by Geofirma, dated July 16, 2018, revision 0.
2. **Phase I Environmental Site Assessment Update**, prepared by Geofirma, dated June 5, 2023.
3. **Geotechnical Investigation Report**, prepared by Gemtec, revision 4, October 29, 2020.
4. **Geotechnical Grading Review**, prepared by Gemtec, dated September 19, 2024.
5. **Geotechnical Report Reliance Letter**, prepared by Geofirma, dated June 6, 2023.
6. **Environmental Impact Statement**, prepared by Gemtec, dated September 20, 2024.
7. **Slope Stability Assessment**, prepared by Gemtec, dated June 7, 2024.
8. **Groundwater Management Plan**, prepared by Geofirma, revision 0A, dated March 6, 2024.
9. **Hydrogeological Study**, prepared by Geofirma, revision 0, dated February 29, 2024.
10. **Site Servicing and Stormwater Management Report**, prepared by McIntosh Perry, dated November 17, 2023, revised, dated August 26, 2024.
11. **Traffic Noise Assessment**, prepared by Gradient Wind, dated August 14, 2018.
12. **Addendum Letter, Transportation Noise**, prepared by Gradient Wind, dated January 12, 2024.
13. **TIA Strategy Report**, prepared by Parsons, dated October 11, 2018.
14. **Transportation Impact Assessment – Addendum No. 4**, prepared by Parsons, dated 14 November 2023.
15. **Tree Conservation Report**, prepared by Gemtec, dated November 5, 2024.

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 and/or Letter of Undertaking, 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/or Letter of Undertaking, 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. **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.

3. **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.

4. **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.

5. **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.

6. **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.

7. **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, Development and Building Services. Such sidewalk(s) shall be constructed to City Standards.

8. **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.

9. **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.

10. **Development Charges**

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

SPECIAL CONDITIONS

11. **Road Modifications**

The Owner agrees to complete all road modifications required to accommodate this development, as identified in the road modification approval report referenced in Schedule "E" hereto, and further acknowledges and agrees that it is responsible for all costs associated with the public roadway modifications.

12. **Private Approach Detail**

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

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.

13. **Private Access**

The Owner acknowledges and agrees that all private accesses to Roads shall comply with the City's Private Approach By-Law being By-Law No. 2003-447 as amended, or as approved through the Site Plan control process.

14. **Noise Control Attenuation Measures**

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

- (a) each unit is to be equipped with central air conditioning;
- (b) each unit is to be fitted with a forced air heating system and ducting, and shall be sized to accommodate central air conditioning;
- (c) further to subsection (b) above, the location and installation of any outdoor air conditioning device(s) shall comply with the noise criteria of the Ministry of the Environment, Conservation and Parks' Publication NPC-216, dated 1993, and the Environmental Noise Guidelines for Installation of Residential Air Conditioning Devices, dated September 1994, as amended, in order to minimize the noise impacts both on and off the immediate vicinity of the subject lands;
- (d) prior to the issuance of a building permit, a review of building components (windows, walls, doors) is required and must be designed to achieve indoor sound levels within the City's and the Ministry of the Environment, Conservation and Parks' noise criteria. A letter shall be prepared by a qualified professional and provided to the General Manager, Planning, 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;
- (e) upon completion of the development and prior to occupancy and/or final building inspection, a professional engineer, licensed in the Province of Ontario with expertise in the subject of acoustics related to land use planning, shall be retained to visit the lands, inspect the installed noise control measures and satisfy themselves that the installed recommended interior noise control measures comply with the measures in the Traffic Noise Assessment referenced in Schedule "E" hereto. The professional engineer shall prepare, sign and stamp a letter to the General Manager, Planning, 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, Development and Building Services.

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 B – Increasing Roadway Traffic

"The purchaser/lessee for themselves, their heirs, executors, administrators, successors and assigns, acknowledges being advised that despite the inclusion of noise control features in this development and within building units, noise levels from increasing roadway traffic 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. **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, Development and Building Services, 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, Development and Building Services, 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, Development and Building Services, may order all Work in the project to be stopped, altered, retested or changed to the satisfaction of the General Manager, Planning, Development and Building Services.

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 (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. **Groundwater Management**

The Owner acknowledges and agrees to retain an environmental consultant to test groundwater to be removed from the site during and after redevelopment. If through further testing the groundwater samples are found to be contaminated, all contaminated groundwater must be removed, managed or treated in accordance with appropriate Ontario regulations and/or discharged in accordance with the City's Sewer Use By-Law, being By-law No. 2003-514, as amended.

19. **Notice on Title – Below Grade Parking Areas 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 themselves, their heirs, executors, administrators, successors and assigns, acknowledges being advised that during major storm events, depressed driveways and below grade parking areas may be subject to flooding due to drainage from the road allowance. The purchaser/lessee further acknowledges being advised that the City of Ottawa shall not be liable for flooding claims. Backwater valves are recommended for installation on catch basins located in depressed driveways."

"The purchaser/lessee covenants with the vendor/lessor that the above clauses, verbatim, shall be included in all subsequent agreements of purchase and sale and lease agreements for the lands described herein, which covenant shall run with the said lands."

20. **Protection of City Sewers**

- (a) Prior to the issuance of a building permit, the Owner shall, at its expense:
 - (i) 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 crosses the Klondike Road and March Road 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 Klondike Road and March Road 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 March Road 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 March Road 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 March Road 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 roof-top stormwater inlet control devices, as recommended in the approved Site Servicing & Stormwater Management Report, referenced in Schedule "E" herein. The Owner further acknowledges and agrees it shall assume all maintenance and replacement responsibilities in perpetuity. The Owner shall keep all records of inspection and maintenance in perpetuity, and shall provide said records to the City upon its request.

24. **Water Plant**

The Owner acknowledges and agrees that the water plant within the lands is a private watermain. The Owner further acknowledges and agrees that the private watermain and appurtenances thereto are to be maintained by the Owner at its own expense, in perpetuity. The Owner performing maintenance on critical infrastructure, such as private watermains and private fire hydrants, shall maintain adequate records as proof of having done so in accordance with applicable regulations, and that the records shall be retained for review by the City and or the Ottawa Fire Services when requested.

25. **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) 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, Development and Building Services.

26. **Leak Survey**

The Owner acknowledges and agrees that the Water Plant and sewer service within the lands is a private system, including Private Services and sewer services and appurtenances, and the Owner acknowledges and agrees that it is responsible for the operation, maintenance and/or replacement, in perpetuity, of the Private Services and sewer system, including the Private Watermains, private hydrants, private sanitary and storm sewer infrastructure (collectively the “private system”) which are located on the lands and that the Owner will retain copies of all the associated Work and maintenance contracts, and make said contracts available for inspection upon demand by the City.

Further, the Owner acknowledges and agrees to have a Professional Engineer, licensed in the Province of Ontario, conduct regular inspections of the water system and sewer system, which includes a leak detection survey at least every five (5) years and a video of the sanitary sewer system to check for major water infiltration into the private system. Copies of the inspection reports and videos shall be provided to the General Manager, Infrastructure and Water Services and Fire Services. The Owner further acknowledges and agrees that as part of the Owner’s ongoing maintenance responsibility for the private system, repairs to the system must be completed immediately to correct any deficiencies which contribute to water loss or leakage of infiltration within the private system. Any deficiencies shall be immediately reported to the City. The Owner acknowledges and agrees to notify the General Manager, Infrastructure and Water Services when such repairs have been completed.

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

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

formal request for permission to carry out an inspection.

28. **Site Lighting Certificate**

- (a) In addition to the requirements contained in Clause 19 of Schedule "C" hereto, the Owner acknowledges and agrees, prior to the issuance of a building permit, to provide the City with a certificate from an acceptable professional engineer, licensed in the Province of Ontario, which certificate shall state that the exterior site lighting has been designed to meet the following criteria:
 - (i) it must be designed using only fixtures that meet the criteria for full cut-off (sharp cut-off) classification, as recognized by the Illuminating Engineering Society of North America (IESNA or IES); and
 - (ii) it must result in minimal light spillage onto adjacent properties. As a guideline, 0.5 fc is normally the maximum allowable spillage.
- (b) The Owner acknowledges and agrees that, upon completion of the lighting Works and prior to the City releasing any associated securities, the Owner shall provide certification satisfactory to the General Manager, Planning, Development and Building Services, from a Professional Engineer, licensed in the Province of Ontario, that the site lighting has been constructed in accordance with the Owner's approved design plan.

29. **Access Easement to City**

The Owner acknowledges and agrees it shall grant to the City, at the Owner's expense, a Blanket Easement over the lands, with the right and licence of free, uninterrupted, unimpeded and unobstructed access to the City to enter on and to pass at any and all times, on, over, along and upon the lands with or without vehicles, supplies, machinery and equipment for all purposes necessary or convenient to construct, maintain, repair and replace the Private Watermains, Private Service Posts and fire hydrants at the Owner's expense. The Owner acknowledges and agrees that notwithstanding the rights granted to the City under the grant of easement, the Owner remains responsible at all times for the maintenance, inspection, alteration, repair, replacement and reconstruction of the utility in the said lands during their term of use. The Owner acknowledges and agrees to provide an electronic copy of the Transfer of Easement prior to the execution of this Agreement by the City, to the satisfaction of the City Solicitor. All costs shall be borne by the Owner.

30. **Joint Use, Maintenance and Liability Agreement with 762 March Road**

- (a) Prior to registration of this Agreement, the Owner covenants and agrees to enter into a Joint Use, Maintenance and Liability Agreement with OTTAWA-CARLETON STANDARD CONDOMINIUM CORPORATION NO. 1064 which shall be binding upon the owners and all subsequent purchasers to

deal with the outletting of sanitary sewage from the property at 788 March Road into the sanitary sewers of the property at 762 March Road.

- (b) The Joint Use, Maintenance and Liability agreement shall be filed with the General Manager, Planning, Development and Building Services for review and approval prior to the registration of the Site Plan Agreement.
- (c) The Owner shall file with the General Manager, Planning, Development and Building Services, an opinion from a solicitor authorized to practice law in the Province of Ontario that the Joint Use, Maintenance and Liability Agreement is binding upon the owners of the land and all subsequent purchasers to deal with the matters referred to Paragraph (a) above.
- (d) The Owner acknowledges and agrees that the Joint Use, Maintenance and Liability Agreement shall be registered on the Owner's lands at no cost to the City, and a copy of the registered agreement shall be provided to the General Manager, Planning, Development and Building Services.
- (e) The Owner acknowledges and agrees that the Joint Use, Maintenance and Liability Agreement shall include a clause that transfers all legal and financial obligations required under the Joint Use, Maintenance and Liability Agreement to future owners, successors and assigns in title of the subject lands.

31. **Private Sanitary Easement on 762 March Road**

Prior to the registration of this Agreement, OTTAWA-CARLETON STANDARD CONDOMINIUM CORPORATION NO. 1064 shall grant a 1.91 metre easement to the Owner of 788 March Road, as shown on the approved Site Servicing Plan referenced in Schedule "E" hereto, to the satisfaction of the City. The Owner shall provide a Reference Plan for registration, indicating the private sanitary easement, to the City Surveyor for review and approval prior to its deposit in the Land Registry Office. Such reference plan must be tied to the Horizontal Control Network in accordance with the municipal requirements and guidelines for referencing legal surveys. The Owner acknowledges and agrees to provide an electronic copy of the Transfer and a copy of the deposited reference plan to the City Solicitor prior to registration of the easement. All costs shall be borne by the Owner.

32. **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 the planting beds which are to be located at the southeast corner of the March and Klondike Road city rights-of-way, as shown on the approved Landscape Plan referenced in Schedule "E" herein. 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.

33. **Snow Storage – Setback**

In addition to the provisions set out in Clause 17 of Schedule “C” to this Agreement, the Owner acknowledges and agrees that no snow storage will occur within the fifteen 15 metre setback from the top bank of the watercourse, pursuant to the City’s Zoning By-Law 2008-250, as amended.

34. **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.

35. **Parkland Dedication**

- a) The Owner acknowledges and agrees that the conveyance requirement to the City is 695.93 square metres.
- b) The Owner covenants and agrees that the conveyance requirement has been calculated at the rate set out below in accordance with the Parkland Dedication By-law, being By-law No. 2022-280, as amended:
 - (i) For cash-in-lieu of conveyance of parkland (residential > 18 units/net ha): one hectare per 1,000 net residential units but shall not exceed a maximum of 10% of the gross land area where less than or equal to five hectares.

36. **Cash-In-Lieu of Conveyance of Parkland**

Prior to registration of the Site Plan Agreement, the Owner acknowledges and agrees to pay cash-in-lieu of conveyance of parkland as referenced in Schedule “B” herein. Pursuant to the City’s Parkland Dedication By-law, being By-law No. 2022-280, as amended, 40% of said funds collected shall be directed to City wide funds, and 60% shall be directed to Ward 4 funds. The Owner shall also pay the parkland appraisal fee of \$850.00 plus H.S.T. of \$110.50, as referenced in Schedule “B” herein.

37. **Community Benefits Charge**

The Owner acknowledges that the development is subject to payment of a Community Benefits Charge estimated to be \$122,319.44, 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* (the “CBC Estimate”).

For the purposes of calculating the CBC Estimate, the City has utilized a property valuation which has an effective date of the date of the site plan approval and the currently proposed area subject to development or redevelopment. The Owner acknowledges that the City will collect the CBC Estimate amount at the time of building permit issuance provided (a) the first building permit is issued within twenty-four months of the date of the present site plan approval and (b) the land area subject to development or redevelopment has not changed.

Should the first building permit not be issued within twenty-four months, 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. The Owner further acknowledges that if the land area shown in any subsequent building permit application(s) as being subject to development or redevelopment differs from the land area shown in the Site Plan as being subject to development or redevelopment, the above-indicated amount may be recalculated based on the land area shown in the building permit application(s).

38. **Shirley’s Brook and Public Trail Conveyance**

Prior to registration of this Agreement, the Owner acknowledges and agrees to convey to the City, at no cost to the City, Part 2 on 4R XXXXX (Shirley’s Brook and Public Trail Lands). The Owner shall provide a reference plan for registration, indicating the area to be conveyed, to the City Surveyor for review and approval prior to its deposit in the Land Registry Office. Such reference plan must be tied to the Horizontal Control Network in accordance with the municipal requirements and guidelines for referencing legal surveys. The Owner acknowledges and agrees to provide an electronic copy of the Transfer and a copy of the deposited reference plan to the City Solicitor prior to the execution of this Agreement by the City. All costs shall be borne by the Owner.

39. **Public Trail Design and Construction**

The Owner acknowledges and agrees to design and construct a publicly accessible stone dust trail, generally along the west side of Part 2 on 4R-XXXXX, extending from the north property line to the south property line, and connecting to the existing trail, to the satisfaction of the General Manager, Planning, Development and Building Services, at no cost to the City.

40. **Tree Permit**

The Owner acknowledges and agrees that the proposed development will require two Tree Permits, in accordance with the City’s Tree Protection Bylaw, being By-Law No. 2020-340, as amended and that any trees to be removed shall be removed in accordance with an approved Tree Permit and the Tree Conservation Report referenced in Schedule “E” hereto. Tree Permit #1 will be required prior to the

issuance of a building permit and will be limited to trees within the area of building construction, generally defined as Part 1 on 4R-XXXXX. Tree Permit #2 will be required prior to the construction of the trail referred to in Clause 39 above. The associated tree removals and protection measures will be determined through a site meeting and TCR addendum, to be approved by the Planning Forester and Environmental Planner.

41. **Mississippi Valley Conservation Authority**

The Owner acknowledges and agrees to obtain any required approvals and/or permits from the Mississippi 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, Development and Building Services.

May 12, 2025

Date



Kersten Nitsche
Manager (A), Development Review
West, Planning, Development and
Building Services Department

Enclosure: Site Plan Control Application approval – Supporting Information

SITE PLAN CONTROL APPROVAL APPLICATION SUPPORTING INFORMATION

File Number: D07-12-24-0045

SITE LOCATION

788 March, and as shown on Document 1.

SYNOPSIS OF APPLICATION

The property is located on the southeast corner of March Road and Klondike Road. Shirley's Brook runs along the east side of the property. It is a vacant, irregularly shaped, lot with 127 metres of frontage along March Road and 82 metres of frontage along Klondike Road. The site has a total lot area of 12,210 square metres, with 6959.3 square metres designated for development. The remaining 5251.3 square metres abutting Shirley's Brook will be conveyed to the City as open space and to extend the publicly accessible trail.

To the east, across Shirley's Brook, there are a mix of uses, including a place of worship, school, and low-rise residential uses. To the north, across Klondike Road, is a heritage building, known as March House, currently occupied by commercial uses. To the south, is a low-rise residential community, known as Morgan's Grant. To the west, across March Road, is a retail plaza.

The purpose of the application is to develop two, mid-rise apartment buildings on the subject site. Building A, proposed to contain 95 residential units, will be constructed at the southeast intersection of Klondike and March Roads. Building B, proposed to contain 101 residential units, will front on March Road. Both buildings will share a common two-level underground parking garage and a surface parking lot. There are two accesses proposed on site, one from Klondike and one from March Road. A total of 275 vehicular parking spaces and 189 bicycle parking spaces will be provided on site. A 30-metre setback from Shirley's Brook is provided. A stone dust trail is also proposed along Shirley's Brook, for public use.

Residential Units and Types

Dwelling Type	Number of Units
Apartment	196

Related Applications

D07-12-18-0128 and D07-12-22-0098 – A prior Site Plan Control Approval for a low-rise apartment building that was not pursued.

DECISION AND RATIONALE

This application is approved for the following reasons:

- The proposal conforms to Section 4.8, Section 4.9, Section 5.4 and Section 6.2 of the Official Plan.
- The proposal is in conformity with the Zoning By-law. The corresponding minor variance application, file no. D08-02-24/A-00166, has been approved by the Committee of Adjustment, with all opportunities for appeals exhausted.
- Conditions of approval are included in this report to ensure the proposed development is constructed in conformity with City policies and guidelines.
- The proposal represents good land use planning.

PARKLAND DEDICATION

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

ROAD MODIFICATIONS

There are road modifications associated with this site plan control application, as detailed in the attached Road Modifications Report. The road modifications consist of the following work:

- Urbanize the south side of Klondike Road by adding a curb and upgrading the existing multi-use pathway along the site frontage
- New full-movement access on the south side of Klondike Road (at March Road)

CONSULTATION DETAILS

Councillor's Comments

Councillor Cathy Curry is aware of the application related to this report.

Public Comments

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

Technical Agency/Public Body Comments

Comments received from technical agencies were sent to the applicant, who was advised to contact the agencies directly for further details and requirements.

APPLICATION PROCESS TIMELINE STATUS

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

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Document 1 – Location Map

