



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

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Site Location: 1350 Fisher Avenue, 780 Baseline Road, and 7 and 9 Hilliard Avenue

File No.: D07-12-23-0076

Date of Application: June 20, 2023

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This SITE PLAN CONTROL application submitted by Scott Alain, Fotenn Consultants Inc., on behalf of Joey Theberge (780 Baseline Inc.), is APPROVED as shown on the following plans:

1. **Site Plan Overall**, SP-1, prepared by RLA Architect Inc., revision 7 dated Sept. 29, 2023.
2. **Site Plan Phase 1**, SP-2, prepared by RLA Architect Inc., revision 10 dated June 5, 2025.
3. **Site Plan Phase 1 (Enlargement)**, SP-3, prepared by RLA Architect Inc., revision 10 dated May 21, 2025.
4. **Building Elevations**, A-200, prepared by RLA Architect Inc., revision 4, dated 2024-07-19.
5. **Grading, Drainage and Erosion & Sediment Control Plan**, C101, prepared by Egis Group, revision 9, dated April 25, 2025.
6. **Site Servicing Plan**, C102, prepared by Egis Group, revision 9, dated April 25, 2025.
7. **Plan and Profile STA 0+000 to 0+100**, C201, prepared by Egis Group, revision 8, dated April 25, 2025.
8. **Plan and Profile STA 1+000 to 1+100**, C202, prepared by Egis Group, revision 8, dated April 25, 2025.
9. **Plan and Profile STA 2+000 to 2+070**, C203, prepared by Egis Group, revision 8, dated April 25, 2025.
10. **Tree Conservation Report & Landscape Plan**, L.1, prepared by James B. Lennox & Associates Inc., revision 13, 05/14/2025.

And as detailed in the following reports:

1. **Updated Geotechnical Investigation**, prepared by EXP Services Inc., dated May 24, 2024.
2. **Phase One Environmental Site Assessment 7 and 9 Hilliard Avenue**, prepared by EXP Services Inc., dated June 29, 2023.
3. **Phase One Environmental Site Assessment Part of 780 Baseline Road**, prepared by EXP Services Inc., dated July 26, 2023.
4. **Phase Two Environmental Site Assessment Part of 780 Baseline Road**, prepared by EXP Services Inc., dated December 13, 2023.
5. **Servicing and Stormwater Management Report**, prepared by Egis Canada Ltd., revision 3 dated August 01, 2024.
6. **Soil Quality Assessment**, prepared by EXP Services Inc., dated June 29, 2023.
7. **Transportation Impact Assessment**, prepared by CGH Transportation, dated May 2024.
8. **Roadway Traffic and Noise Assessment**, prepared by Gradient Wind Engineers & Scientists, Report No. GW22-062-Traffic Noise, dated June 8, 2023.
9. **Tree Conservation Report Addendum**, prepared by Dendron Forestry Services, revision 1 dated Feb 25, 2025.

And subject to the following General and Special Conditions:

## **General Conditions**

### **1. Prior Site Plan Agreements**

The Owner acknowledges and agrees that all terms and conditions of the following Site Plan Agreements:

- (a) Between Zena's Fisher Heights Plaza Limited, and the Corporation of the City of Ottawa, registered as N300115 on 1985/08/15;
- (b) Between Zena's Fisher Heights Plaza Limited, and the Corporation of the City of Ottawa, registered as N300116 on 1985/08/15;
- (c) Between Zena's Fisher Heights Plaza Ltd., and the Corporation of the City of Nepean, registered as N300797 on 1985/08/19;
- (d) And between Zena's Fisher Heights Plaza Ltd., and the Regional Municipality of Ottawa-Carleton, registered as N317498 on 1985/12/09.

are reconfirmed and are in full force and effect except as otherwise varied or amended in this Agreement. The Owner further acknowledges and agrees that the relevant portion of the Approved Plans referenced in Schedule "E" hereto shall supersede and replace and/or be in addition to, as the case may be, the relevant sections of the corresponding Plans contained in the previous Site Plan Agreements.

**2. 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.

**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.

#### **11. 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**

### **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, 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.

### **13. 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.

### **14. 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.

### **15. Relocate / Adjust Lay-by / Bus Stop**

The Owner shall relocate/adjust those OCTranspo's lay-by/bus stops along Fisher Avenue which will be impacted by the proposed new roadwork and private approaches to the site.

**16. Noise Control Attenuation Measures**

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

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

**17. 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 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.”

### 18. **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 Updated Geotechnical Investigation (the “Report”), referenced in Schedule “E” herein, are fully implemented. The Owner further acknowledges and agrees that it shall provide the General Manager, Planning, 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.

### 19. **Record of Site Condition**

Prior to the issuance of any building permit, the Owner shall submit to the General Manager, Planning, Development and Building Services, and the Chief Building Official, a Record of Site Condition (“RSC”) completed in accordance with the *Environmental Protection Act*, R.S.O. 1990, c. E.19, *O.Reg. 153/04* (“*O.Reg. 153/04*”), as amended, and such RSC shall be acknowledged by the Ministry of the Environment, Conservation and Parks. The RSC shall confirm that all or part of the site is suitable for the proposed use in accordance with *O.Reg. 153/04*. The City may issue a building permit on a phased basis to allow for site investigation and remediation activities if permitted by *O.Reg. 153/04* which shall be at the sole discretion of the Chief Building Official.

Where available information reveals that contamination extends into a City right-of-way and submission of an RSC is not possible, a building permit may be issued, at the sole discretion of the Chief Building Official, on a phased basis:

- (a) where the Owner has executed an off-site management agreement with the City to remediate the right-of-way and the site or;
- (b) where the Owner has completed remediation Work on the right-of-way to the satisfaction of the General Manager, Planning, Development and Building Services.

**20. 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.

**21. 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."

**22. Protection of City Sewers**

- (a) Prior to the issuance of a building permit, the Owner shall, at its expense:
  - (i) 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 Hilliard Avenue and Fisher



Avenue and the location of the proposed building and its footings in relation to the City Sewer System;

- (ii) obtain a video inspection of the City Sewer System within Hilliard Avenue, Fisher Avenue and the easement 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 Hilliard Avenue, Fisher Avenue, and the easement 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 Hilliard Avenue, Fisher Avenue, and the easement and compensate the City for the full amount of any required repairs to the City Sewer System.

## **23. Sewer Operations Conditions**

The Owner acknowledges and agrees to provide the following to the satisfaction of the General Manager, Infrastructure and Water Services:

- (a) shop drawings for the new maintenance holes on Fisher Avenue and Hilliard Avenue for review and approval prior to construction.
- (b) a sanitary sewer flow management plan as per City of Ottawa Specifications F-1007 three weeks prior to the start of construction.
- (c) obtain a video inspection and with a memorandum prepared by a Professional Engineer, licensed in the Province of Ontario, of the City Sewer System within Hilliard Avenue, Fisher Avenue and the easement after construction to determine the condition of the new City Sewer System. Furthermore, the video and memorandum of the decommissioning of the services.
- (d) An inspection by Sewer Operations upon the completion of works, to the satisfaction of the General Manager, Infrastructure and Water Services.
- (e) The as-built plan and profile drawing shall identify the hydro utilities in and adjacent to the City sewer easement along with clearance distances.

**24. 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.

**25. 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.

**26. 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 and Stormwater Management Report referenced in Schedule "E" herein. The Owner further acknowledges and agrees it shall assume all maintenance and replacement responsibilities in perpetuity. The Owner shall keep all records of inspection and maintenance in perpetuity, and shall provide said records to the City upon its request.

**27. Water Demand for Fire Fighting**

The Owner acknowledges and agrees that the City's boundary conditions were provided for the subject development site setting out the available municipal water supply. The Owner further acknowledges and agrees that prior to building permit issuance, a letter shall be prepared by a qualified Building Code professional, licensed in the Province of Ontario, and provided to the General Manager, Planning, Development and Building Services confirming the plans submitted for building permit issuance have incorporated any and all requirements of the Fire Underwriters Survey, 2020, or as amended, to achieve the low construction coefficient used within the proposed building design.

**28. Permit to Take Water**

The Owner acknowledges and agrees that a temporary Ministry of the Environment, Conservation and Parks (MECP) permit to take water (PTTW) may be required if

more than 400,000 L/day of ground and/or surface water are to be pumped during the construction phase. Furthermore, if typical ground or surface water volumes being pumped during the construction phase, typically range between 50,000 to 400,000 L/day, the Owner is required to register on the Environmental Activity and Sector Registry (EASR) and all costs shall be borne by the Owner.

**29. 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.

**30. Private Storm Sewer Connection to City Sewer System**

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

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

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

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

**32. Site Lighting Certificate**

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

**33. Exterior Elevations Drawings**

The Owner acknowledges and agrees to construct the proposed building in accordance with the approved Building Elevations referenced in Schedule “E” herein. The Owner further acknowledges and agrees that any subsequent proposed changes to the approved plans shall be filed with the General Manager, Planning, Development and Building Services and agreed to by both the Owner and the City prior to the implementation of such changes. No amendment to this Agreement shall be required.

**34. 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 Fisher Avenue and Hilliard Avenue rights-of-way, as shown on the approved Tree Conservation Report & Landscape Plan referenced in Schedule “E” herein, including all plant and landscaping material (except municipal trees), concrete walkways, unit pavers, and asphalt pathway. 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.

**35. 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.

**AND**

The Owner acknowledges and agrees that garbage, recycling, and organic waste collection will not be provided for by the City for any commercial uses and it shall make appropriate arrangements with a private contractor for garbage, recycling, and organic waste collection at the Owner's sole expense. The Owner shall consult a private contractor regarding any access requirements for garbage and/or recycling and organic waste collection.

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

Prior to registration of this Agreement, the Owner acknowledges and agrees it shall pay the sum of \$27,699.00 to the City as compensation for the removal of six City trees (Trees 41, 42, 43, 44, 45 and 53 per the approved Landscape Plan and Tree Conservation Report referenced in Schedule "E" herein). Upon receipt of compensation, the Director of Climate Change and Resiliency or their designate will issue a tree permit for the trees identified for removal, at which time the Owner may make arrangements with a contractor to remove said trees, at the Owner's expense. The tree removal permit for this site shall not be issued until receipt of compensation payment.

**37. Securities for Trees**

Prior to registration of this Agreement, the Owner acknowledges and agrees it shall pay the sum of \$7,577.00 to the City as a security for the retention and adequate protection of trees 27, 28, and 57, as per the approved Landscape Plan and Tree Conservation Report and Tree Conservation Report Addendum, referenced in Schedule E herein. Tree protection fencing will be installed and maintained around these trees as shown on the Tree Conservation Report, for the entirety of the construction project. Any deviation from this protection plan or if any of the identified trees decline or die as a result of construction will result in the security for that tree being forfeit. Following construction, a tree report will be submitted to the Planning Forester to confirm the condition of the trees identified and to provide any mitigation recommendations.

**38. Excavation within Critical Root Zone**

The Owner acknowledges and agrees that all excavation within the Critical Root Zone of protected trees as identified on the approved Landscape Plan and Tree Conservation Report and Tree Conservation Report Addendum shall be completed using hydro or air excavation methods to the satisfaction of the

General Manager, Planning, Development and Building Services.

**39. Tree Plantings Around Underground Hydro**

The Owner acknowledges and agrees that the new underground Hydro line as shown on the approved Site Plan Phase 1, Landscape Plan and Tree Conservation Report, and Tree Conservation Report Addendum, referenced in Schedule "E" herein, shall maximize the unencumbered space for tree plantings and tree protection. The Owner further acknowledges and agrees that the tree planting locations within the Hilliard Avenue right-of-way may be varied slightly to allow for required tree planting setbacks from the Hydro line.

**40. Landscape Plan**

Prior to registration of this Agreement, the Owner agrees to provide a digital, georeferenced CAD or GIS file of the final approved Landscape Plan and Tree Conservation Report and Tree Conservation Report Addendum, referenced in Schedule E herein. Please follow this link to review the submission requirements in the Landscape Plan Terms of Reference:

[https://documents.ottawa.ca/sites/documents/files/landscape\\_tor\\_en.pdf](https://documents.ottawa.ca/sites/documents/files/landscape_tor_en.pdf). The file shall be sent to the Planning Forester or Planning File Lead.

**41. Community Benefits Charge**

The Owner acknowledges that the Phase 1 lands are subject to payment of a Community Benefits Charge 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 Owner acknowledges that Community Benefits Charges will only be collected on the Phase 1 lands at this time and that future development will be subject to a further charge.

For the purposes of calculating the charge payable, the City will provide a property valuation which has an effective date of the date of the site plan approval. An estimate of the Community Benefits Charge will further be provided based on that valuation and the currently proposed area subject to development or redevelopment. The Owner acknowledges that the City will collect this 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.

**42. Access Easement to City**

The Owner acknowledges and agrees it shall grant to the City, at the Owner's expense, a Blanket Easement over Parts 2, 3, 4, and 5, inclusive, on Plan 4R-36884 (e.g., the Phase 1 lands excluding future parkland and excluding privately-lands subject to a sewer easement in favour of the City) 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.

**43. Sanitary Sewer and Pedestrian Easement**

Prior to the registration of this Agreement, the Owner shall grant to the City, at no cost to the City, a six-metre easement for access and maintenance of the municipal sanitary sewer, and pedestrian access, over Parts 6, 7, 8 and 9, inclusive, on Plan 4R-36884 and as shown on the approved Site Plan Phase 1 referenced in Schedule "E" hereto, to the satisfaction of the City. The Owner shall provide a Reference Plan for registration, indicating the sanitary sewer and pedestrian 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.

The Owner acknowledges and agrees that a partial building encroachment currently exists within the easement and shall be permitted until such time as the building is demolished and those lands are dedicated to the City. The Owner further acknowledges and agrees that the City will not be liable for any damages that may occur as result of the City's maintenance or operations within the sanitary sewer and pedestrian easement.

**44. Phasing**

The Owner acknowledges and agrees that the proposed development will be constructed in Phases as shown on the approved Site Plan Overall referenced in Schedule "E" herein. The Owner acknowledges and agrees that this Site Plan Approval, as it relates to Phases 2 and 3 (as shown on the approved Site Plan Overall referenced in Schedule "E" herein), is subject to the Owner receiving subsequent Site Plan Control approval and entering into an Amending Site Plan Agreement for each of Phases 2 and 3, the payment of any applicable fees and securities, and any other requirements that the City may require, all to the satisfaction of the General Manager, Planning, Development and Building Services.

**45. Notice on Title – Parkland in Vicinity**

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.”

**46. Parkland Dedication**

- (a) The Owner acknowledges and agrees that the total parkland conveyance requirement to the City for all phases of the development as shown on the approved Site Plan Overall referenced in Schedule “E” herein is 1,382.24 square metres.
- (b) The Owner covenants and agrees that the total parkland 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 conveyance of parkland (residential > 18 units/net ha):  
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.
  - ii. 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
- (c) Where land is developed for a mix of uses within a building, the conveyance requirement shall be the cumulative sum for each use, as calculated using the applicable rate prorated proportionally to the gross floor area allocated to each use.



#### 47. Conveyance Requirement Table

**Conveyance Requirement Table B** (Mixed-Use Buildings)

Gross Land Area (GLA)	14,291.5 m <sup>2</sup>		
Net gain in residential units	1089 units		
Total Gross Floor Area (GFA)	68,827m <sup>2</sup>		
Proportion of GFA allocated to each use	Residential	95.89 %	
	Commercial	4.14%	
Development Type	Calculation	% of GFA allocated to use	Conveyance Requirement (m <sup>2</sup> )
Residential > 18 units/net hectare	1089 units @ 16.67per net residential unit conveyance of land (181,153.63 m <sup>2</sup> ), not to exceed 10% of the gross land area for sites<ha . (1,429.15 m <sup>2</sup> )	95.89%	1,370.41 m <sup>2</sup>
Commercial	2% of Gross Land Area	4.14 %	11.83 m <sup>2</sup>
Total Conveyance Requirement			1,382.24 m <sup>2</sup>

#### 48. Combination of Conveyance of Parkland and Cash-In-Lieu of Conveyance of Parkland

- (a) The Owner shall convey parkland to the City, at no cost to the City, being Parts 10, 11 and 12, inclusive, on Plan 4R-36884 (hereinafter referred to as "Park Land"), 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.
- (b) It is expressly acknowledged and agreed by the Parties that the conveyance of the Park Land represents an under-dedication of parkland, and that the Owner shall provide cash-in-lieu of conveyance of parkland for 136.24 square metres of land in addition to the Park Land to compensate for such under-dedication.
- (c) 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 Citywide funds, and 60% shall be directed to Ward 9 funds. The Owner shall also pay the parkland appraisal fee of \$960.50 including HST, as referenced in Schedule "B" herein.

All of the above shall be to the satisfaction of the General Manager, Recreation, Cultural and Facility Services.

**49. Parkland Under-Dedication**

- (a) The Owner acknowledges and agrees that the City of Ottawa has accepted an under-dedication of parkland for Phase 1 of the development, as shown on the approved Site Plan Phase 1 referenced in Schedule “E” herein, via the payment of cash-in-lieu of conveyance of parkland, on the condition that the Owner and any subsequent owner convey the under-dedicated parkland amount, being 1,246.00 square metres of land that meets current Parkland Dedication By-Law and Parks Manual requirements for parkland, at the time the Amending Site Plan Agreement is registered for Phases 2 and 3 as shown on the approved Site Plan Overall referenced in Schedule “E” herein.
- (b) The Owner acknowledges and agrees that the parkland required to be conveyed as a condition of the Amending Site Plan Agreement for Phases 2 and 3 as shown on the approved Site Plan Overall referenced in Schedule “E” herein shall be Parts 10, 11 and 12, inclusive, on Plan 4R-36884 in their entirety, which lands shall comply with all other parkland dedication requirements contained in this Agreement prior to their conveyance, to the satisfaction of the General Manager, Recreation, Cultural and Facility Services.
- (c) The Owner acknowledges and agrees that a swale and existing utility easements are located on the Park Land and do not contribute toward the total conveyed parkland amount as they encumber the Park Land, and that the area of the required swale being 86.78 square metres as shown on the approved Tree Conservation Report & Landscape Report referenced in Schedule “E” herein, does not contribute toward the total conveyed parkland amount.

**50. Notice on Subsequent Purchaser – Parkland Under-dedication**

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 for himself, his heirs, executors, administrators, successors and assigns acknowledges being advised that the City of Ottawa accepted an under-dedication of parkland for Phase 1 of the Site Plan application approved on June

27 2025 (being Planning File No. D07-12-23-0076, PIN 040460161) on the condition that the Owner and any subsequent owner agree that the under-dedicated parkland amount, being 1,246.00 square metres of land which meets current by-law and Parks Manual requirements for parkland, be dedicated at the time Phases 2 and 3, as shown on approved Site Plan Overall or as otherwise revised and approved, are developed on the site municipally known as 780 Baseline Road, PIN 040460160.

The Purchaser acknowledges and agrees that the lands to be dedicated shall be Parts 10, 11 and 12, inclusive, on Plan 4R-36884 and the lands shall comply with all other parkland dedication requirements contained in the Site Plan Agreement prior to their conveyance, to the satisfaction of the General Manager, Recreation, Cultural and Facility Services. The Purchaser further acknowledges and agrees that no residential or mixed-use development shall be approved by the City absent compliance with this requirement.”

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

**51. Conveyance of 7 and 9 Hilliard Avenue and 780 Baseline Road**

The Owner acknowledges and agrees that none of the following lands shall be separately conveyed without the prior written consent of the General Manager, Recreation, Cultural and Facility Services of the City of Ottawa, acting in his/her/their sole discretion:

- Parts 10 and 11, Plan 4R-36884, municipally addressed as 7 Hilliard Avenue,
- Part 12, Plan 4R-36884, municipally addressed as 9 Hillard Avenue; and,
- Part 1, Plan 4R-36884, PIN 040460160 municipally addressed as 780 Baseline Road.

**52. Park Land Requirements**

- (a) The Owner shall be responsible for the construction and installation of the base park improvements for the Park Land (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, structures and foundations;
  - (ii) grading (including cut and/or fill) where necessary to bring the Park Land to site plan grades and to provide positive surface drainage, in accordance with the approved Grading, Drainage and Erosion & Sediment Control Plan
  - (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;
- (vi) street trees along all public road allowances, which abut future City owned parkland;
- (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 all Park Land:
  - 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, Development and Building Services and the General Manager, Recreation, Cultural and Facility Services.

- (c) The Owner acknowledges and agrees that no new 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 Park Land, save and except any utilities lines required by the City, and shall be removed and/or released from the Park Land, prior to the conveyance of the said lands to the City. Any utilities presently located within the Park Land, must be relocated at the Owner's sole expense.
- (d) Notwithstanding the transfer of the Park Land, the Owner acknowledges and agrees that the Owner will retain all liability for the transferred Park Land, 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 Park Land.

- (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 Park Land, as per an approved grading, drainage and erosion and sediment control plan. If fill is required, it shall be comprised of clean earth borrow, compacted and leveled within the Park Land accordingly as per the City Standards for Park Fill and rough grading. All at the expense of the Owner.

Any fill imported to the Park Land 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 Park Land must be provided to the City. All works and fill materials are to be approved by the General Manager, Planning, Development and Building Services 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 submit a cost estimate, any necessary plans for the Base Park Improvements and shall submit, as set out in Schedule "B" herein, 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.
- (g) The construction of the Base Park Improvements to the Park Land shall be completed within the earlier of: (a) two years after the issuance of the first Above Grade Permit for any future phase of development, or (b) prior to any occupancy permit for any future phase of development, 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 Park Land 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. Base Park Improvements include but not limited to:

- Temporary bilingual signage indicating: Future Parkland, No Dumping, No Unauthorized Removal of Soil or Vegetation, and No Storage of Materials;
  - Temporary fencing surrounding the park block, maintained in good repair;
  - Grade areas of parkland where necessary to provide positive surface drainage, in accordance with the approved Site Plan Grading Plan;
  - A 1.5m chain link fence, without gates, adjacent to residential lots, is required.
  - In public service areas, the Developer is to provide, at the time of site servicing, sanitary, stormwater, 50mm (minimum) water service and hydro stubbed two (2) metres inside the property line, in a location approved by the Park Planner;
  - Where natural areas and/ or stands of trees are to be preserved in park blocks, the Developer is responsible for:
    - Removing any hazardous vegetation that create liabilities to adjacent land/lots or proposed park amenities identified through a concept plan prior to registration, as directed by the City;
    - Removing any debris from the park block present until such time as the park is developed;
    - Providing a detailed Park Tree Preservation Plan, as detailed in Section 4.2 – Drawing Descriptions of the City of Ottawa Park Development Manual
- (h) Before carrying out any of the Base Park Improvements on the Park Lands, the Owner must obtain, at the Owner's expense, a License of Occupation (LOO) or a Consent to Enter (CTE) from the City's Reality Initiatives & Development Branch. 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.
- (i) The Owner shall submit securities at the rate per hectare and indexing rate utilized for park development. A park review and inspection fee will further be collected and is based on 4% (+HST) of the park development rate for the site and in accordance with the City's Planning Fees By-law, as amended.
- (j) Once a Facility Fit Plan is submitted and after tree protection fencing has been installed accordingly, both as approved by the General Manager, Recreation, Cultural and Facility Services Department, the Owner may remove vegetation, trees and topsoil from the Park Land to facilitate rough grading of the area.

If the native topsoil has been removed from the Park Land, the Owner agrees to provide replacement topsoil, outside of the Park Development Budget, at a sufficient depth and quality for parks as per City Standards for park topsoil. All work shall proceed in accordance with the applicable regulations. The Owner shall level and grade such topsoil as required by the City.

- (k) The City acknowledges and agrees that the Owner may use the Park Land outside of the protected park areas for the stockpiling of materials or staging as needed. The Owner agrees to conduct the stockpiling of soils in accordance with the excess soils regulation, as amended.

The Owner agrees contaminated soils shall not be stockpiled on future park areas. The Owner agrees to provide to the City documentation of the source and quality of the soils temporarily stored on the future park areas.

The Owner acknowledges and agrees that, in the event the Owner chooses to use the Park Land for stockpiling or staging, once this use of the parkland is completed, all materials will be removed from the Park Land and a geotechnical report prepared by a geotechnical engineer or geoscientist, licensed in the Province of Ontario, be submitted. The geotechnical report shall confirm that the subgrade is suitable for its intended use and that no contaminants have been deposited on the Park Land. The geotechnical report must indicate the level of soil compaction on the site and conform to City Standards, to the satisfaction of the General Manager, Planning, Development and Building Services.

The Owner agrees that any remediation required to the Park Land as result of the Owners use of the Park Land will be at the Owner's expense and will be in addition to the estimated Park Development Budget and such remediation work shall be completed to the satisfaction of the General Manager, Planning, Development and Building Services.

- (l) The Owner acknowledges and agrees to undertake a geotechnical and soils analysis of the Park Land to determine its composition and drainage characteristics to a minimum 2.0 metre depth. The Owner shall clearly demonstrate to the satisfaction of the General Manager, Planning, Development and Building Services that the soils in the Park Land are capable of supporting the development of park facilities such as, but not limited to, pathways, children's playgrounds, park shelters, and vegetation growth.
- (m) The Owner shall submit to the General Manager, Planning, Development and Building Services, verification to the satisfaction of the City's Reality Initiatives & Development Branch 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 park construction. The soil and groundwater on site are to meet the appropriate O.Reg. 153/04 Site Condition Standards.

- (n) The Owner covenants and agrees to coordinate the identification and possible removal of any existing trees and vegetation from the Park Land, including any trees identified for preservation, with the City Park Planner, Recreational, Cultural & Facility Services Department. The opportunity to retain existing vegetation on the Park Land, including any trees identified for preservation, is subject to the detailed design of the park. A tree permit must be issued prior to removal of the trees within the Park Land and the specific trees to be retained within the Park Land must be fenced with protective fencing at the critical root zone. Such fencing is to be inspected and approved by the City Forester and Park Planner, Recreational, Cultural & Facility Services Department prior to the issuance of a tree removal permit.
- (o) The Owner and the General Manager of Recreation, Cultural and Facility Services may, if it is mutually beneficial to both parties, enter into an agreement whereby the Owner will provide funding to the City for the design and the construction of the Park Land. The City will proceed with the design and construction of the park as per the typical City-build park process as described in the Parks Development Manual. The timing of the park construction will be at the discretion of the City.

The expected cost of the park(s) works to be paid to the City will be based on the indexing rate per hectare utilized for park development by the City at the time of registration, (referred to as the Park Development Budget), plus a 5% administrative fee for City forces to execute the project plus 13% HST on the total amount. The funding for park works will be paid to the City at the time of registration. All standard site plan conditions associated with the Base Park Improvements, including but not limited to fencing, fill and rough grading, topsoil replacement, tree removal and services stubbed to within 2.0 m inside the Park Land will remain a site plan cost to be covered by the Owner separate from the Park Development Budget.

### **53. Protection of Public Park Land**

- (a) Save and except as contemplated by Conditions 52 (k) and (l) herein, 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 Park Land. Furthermore, the Owner shall neither remove nor permit to be removed any fill, topsoil, trees, vegetation or shrubs from on the Park Land, without the prior consent of the General Manager, Planning, Development and Building Services.
- (b) The Owner shall cause the lands conveyed, designated as Parts 10, 11 and 12, inclusive, on Plan 4R-36884, 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 lands conveyed. 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, Development and Building Services.



- (c) The Owner shall install tree protection fencing around the tree(s) to be retained within the Park Land. 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, Development and Building Services.
- (d) Trees or shrubs which have been or are hereafter removed from the Park Land 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.

**54. Bell Canada**

The Owner acknowledges and agrees to convey any easement(s) as deemed necessary by Bell Canada to service this new development. The Owner further agrees and acknowledges to convey such easements at no cost to Bell Canada. The Owner further agrees that should any conflict arise with existing Bell Canada facilities where a current and valid easement exists within the subject area, the Owner shall be responsible for the relocation of any such facilities or easements at their own cost.

**55. Canada Post**

The Developer covenants and agrees to provide the Municipality with evidence that satisfactory arrangements, financial and otherwise, have been made with Canada Post Corporation. If installation of Community Mailboxes (CMB) is required by Canada Post Corporation they are to be shown on the approved engineering design drawings. The Developer further covenants and agrees to provide notice to prospective purchasers of the locations of CMBs and that home/business mail delivery will be provided via CMB.

**56. Hydro Ottawa**

The Owner acknowledges and agrees to obtain any required approvals and/or permits from Hydro Ottawa 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.

**57. Release of Site Plan Agreements**

The Owner and the City agree that the Site Development Agreements as follows:

- (a) Between Zena's Fisher Heights Plaza Limited, and the Corporation of the City of Ottawa, registered as N300115 on 1985/08/15;
- (b) Between Zena's Fisher Heights Plaza Limited, and the Corporation of the City of Ottawa, registered as N300116 on 1985/08/15;

- (c) Between Zena's Fisher Heights Plaza Ltd., and the Corporation of the City of Nepean, registered as N300797 on 1985/08/19;
- (d) And between Zena's Fisher Heights Plaza Ltd., and the Regional Municipality of Ottawa-Carleton, registered as N317498 on 1985/12/09.

can be released from title of the Phase 1 lands, said lands being 1350 Fisher Avenue, Parts 2 – 9, inclusive, Plan 4R-36884, upon registration of this Agreement. The Owner acknowledges and agrees that the release of the aforementioned agreements shall be registered by the City, and all costs shall be borne by the Owner.

June 27, 2025

\_\_\_\_\_  
Date



\_\_\_\_\_  
Kersten Nitsche, MCIP RPP  
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**

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**File Number:** D07-12-23-0076

### **SITE LOCATION**

1350 Fisher Avenue (formerly part of 780 Baseline Road), 780 Baseline Road, and 7 and 9 Hilliard Ave, and as shown on Document 1.

### **SYNOPSIS OF APPLICATION**

The site is located at the southwest corner of the Baseline Road and Fisher Avenue intersection and is approximately 15,688.60 square metres in size. The overall site is an L-shaped parcel with approximately 150 m frontage on Baseline Road and 140 m frontage to Fisher Avenue. A commercial plaza currently operates over most of the lands, with surface parking provided along each frontage.

In late 2023 and early 2024 the lands were rezoned to support high-rise development by two Zoning By-law Amendment applications: D02-02-22-0049 and D02-02-24-0002. Development will be constructed in multiple phases.

The Phase 1 lands were formerly part of 780 Baseline Road and are now municipally addressed as 1350 Fisher Avenue. The Phase 1 lands also include 7 and 9 Hilliard Avenue and have a total area of 4,786.8 square metres in size, with about 101 metres of frontage on Hilliard Avenue and 58 metres of frontage on Fisher Avenue, as shown in Document 1. The first phase of development will not affect the commercial plaza, which will remain in operation throughout development and maintains the municipal address of 780 Baseline Road.

The Phase 1 lands are currently vacant, with a surface parking lot and some perimeter trees. Both 7 and 9 Hilliard Avenue have an existing detached dwelling. A six-metre sanitary sewer easement in favour of the City is located at the southern extent of the Phase 1 lands, just north of 7 Hilliard, and Hydro Ottawa easements with overhead lines exist along the rear yards of 7 and 9 Hilliard with a hydro pole currently within the surface parking lot and connects underground to a transformer serving the wider neighbourhood at the corner of Sunnycrest Drive and Hilliard Avenue, on the 780 Baseline lands.

The Site Plan application will permit for the construction of a 24-storey high-rise mixed-use, but primarily residential building, with a four-storey podium. A full-move vehicular access will be provided off Fisher Avenue, connecting to an underground parking garage with 274 vehicular spaces and 344 bicycle spaces. Four vehicular parking spaces are provided at-grade for short term users. 312 residential units are proposed, with a majority

being two-bedroom units. About 175 square metres of the building will be provided as commercial space at-grade.

### **Residential Units and Types**

<b>Dwelling Type</b>	<b>Number of Units</b>
Apartment	312

### **Related Applications**

The following applications are related to this proposed development:

- Zoning By-law Amendment – D02-02-22-0049, Planning and Housing Committee Report [ACS2023-PRE-PS-0137](#)
- Zoning By-law Amendment - D02-02-24-0002, Planning and Housing Committee Report [ACS2024-PRE-PS-0041](#),
- Lifting of Part-lot Control - D07-08-22-0030.

### **DECISION AND RATIONALE**

This application is approved for the following reasons:

- The Site Plan Control application is consistent with Official Plan policies for Mainstreet Corridors, subject to the Evolving Neighbourhood Overlay, on Schedule B3 – Outer Urban Transect of the Official Plan. The Carleton Heights Secondary Plan applies, in addition to Urban Design Guidelines for High-rise Buildings. High-rise development up to 40 storeys is permitted in Mainstreet Corridors in the Outer Urban Transect, depending on the ability of the development to provide built form, height, and design transition to neighbouring areas consistent with relevant urban design policies and guidelines. The Carleton Heights Secondary Plan acknowledges the same requirements in determining appropriate building heights. Planning staff are satisfied that the Site Plan Control application is consistent with these objectives and represents compatible intensification and growth in accordance with relevant planning policy.
- The Site Plan Control application is in compliance with the zoning designations GM[2928] S491 and O1 [2929] established by Zoning By-law Amendment D02-02-22-0049 and staff report ACS2023-PRE-PS-0137.
- The included listed conditions are typical of most Site Plan Control applications, but a few special conditions are included to account for the particular circumstances of this application. They include:
  - Easement requirements given the existing six-metre sanitary sewer that crosses the lands.
  - Future parkland conveyance with subsequent phases of development
  - Tree protection and replacement
- Staff are of the opinion that approval of the Site Plan application containing the conditions herein represents good planning.

## **PARKLAND DEDICATION**

Parkland dedication, in accordance with By-law 2022-280, is being satisfied within this approval through the taking of cash-in-lieu of parkland as detailed in the above conditions and the dedication of land. The total parkland dedication amount was assessed across all phases of the development and 7 and 9 Hilliard Avenue have already been zoned O1 with the expectation that they be dedicated as a park in the future. A restrictive covenant will require that the 7 and 9 Hilliard lands be dedicated to the City at such time as any development on the 780 Baseline Phase 2 and 3 lands is proposed. Cash-in-lieu of parkland will satisfy the difference between the 10% of total land area and the actual amount of land that is required to be dedicated in the future.

## **CONSULTATION DETAILS**

### **Councillor's Comments**

Councillor Sean Devine and Councillor Riley Brockington were aware of the application related to this report.

Councillor Sean Devine indicated the following comments:

“Here are the primary areas of concern, resulting from a Public Meeting between the local community and the property owner:

#### *Temporary Traffic Light at Malibu & Fisher*

As discussed this week, traffic congestion at Fisher / Malibu is already a concern. The likely increase of vehicle traffic from heavy construction vehicles and crew vehicles will exacerbate an already-fraught situation. As Councillor Brockington suggested: if this intersection didn't currently meet warrants for a new signalized intersection due to lack of traffic volume, this new traffic (and certainly the new traffic once these towers take occupancy) will likely see those thresholds met. For that reason, the installation of a temporary traffic light at Malibu / Fisher may very well establish the new traffic control conditions that may soon be required. If staff could seek to get concessions from Traffic Services to consider this request, we think that it would mitigate local concerns (including safety), as well as lay the groundwork for improved future needs.

#### *Extend Internal Walkway*

We appreciate the that owner has agreed to maintain and modify the existing access point / pathway that runs from Sunnycrest to the strip mall. This is an important connection that will allow pedestrians and cyclists safe passage away from Malibu. We understand and accept that this will require a slight adjustment northward to the existing pathway / access point.

#### *Noise Control Attenuation Measures*

This is in regards to Item 16(c) of the General Conditions. We're looking to confirm that the noise-emitting components of any HVAC / air conditioning systems are being contained within the building, and not on the rooftop(s), and that the only HVAC/air conditioning components being placed on rooftop(s) are the far-quieter air intake systems.

### *Bike Lane & Sidewalk Protection*

We're looking to confirm that the existing sidewalk and bike lane on the west side of Fisher between Baseline and Malibu will be protected and accessible during construction, and that if they are not accessible (i.e. if they need to be within the fenced construction perimeter), that accommodations will be provided for pedestrians and cyclists. And once above-ground construction begins, we'd like to confirm whether scaffolded cover will be extended over the existing/replacement sidewalk and bike path.

### *Crew Parking*

We're looking to confirm that the owner has secured off-street / off-site parking for their construction crew. Based on my conversations with the owner, he's made good progress for a leased usage of the parking lot at nearby unused OCDSB parking lot at 991 Dynes."

### Response to Councillor Comments

Staff have had discussions with the City's Construction Management Team and any temporary traffic lights would need to meet warrants established by the transportation team and they need input from their traffic signals team. If construction will affect any of the roads, sidewalks or bike lanes in the area the applicant needs to work with the construction management team to demonstrate how circulation of pedestrians and vehicles will be accommodated. We understand the priority is to ensure that pathways remain direct with minimal re-routing.

If there is an extended closure (20 days or longer) of any road, sidewalk or bike lane, Councillors will be notified, and concurrence is required.

With respect to off-site parking, Staff understand the Owner is in discussion with nearby parking lots for a temporary lease for construction parking.

### **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

A significant number of comments were received from the public on this application and were responded to in the Zoning By-law Amendment reports D02-02-22-0049, [ACS2023-PRE-PS-0137](#), and D02-02-24-0002, [ACS2024-PRE-PS-0041](#). Just one public comment was received since those reports were considered and this comment was considered by staff.

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

### Summary of Comments –Technical

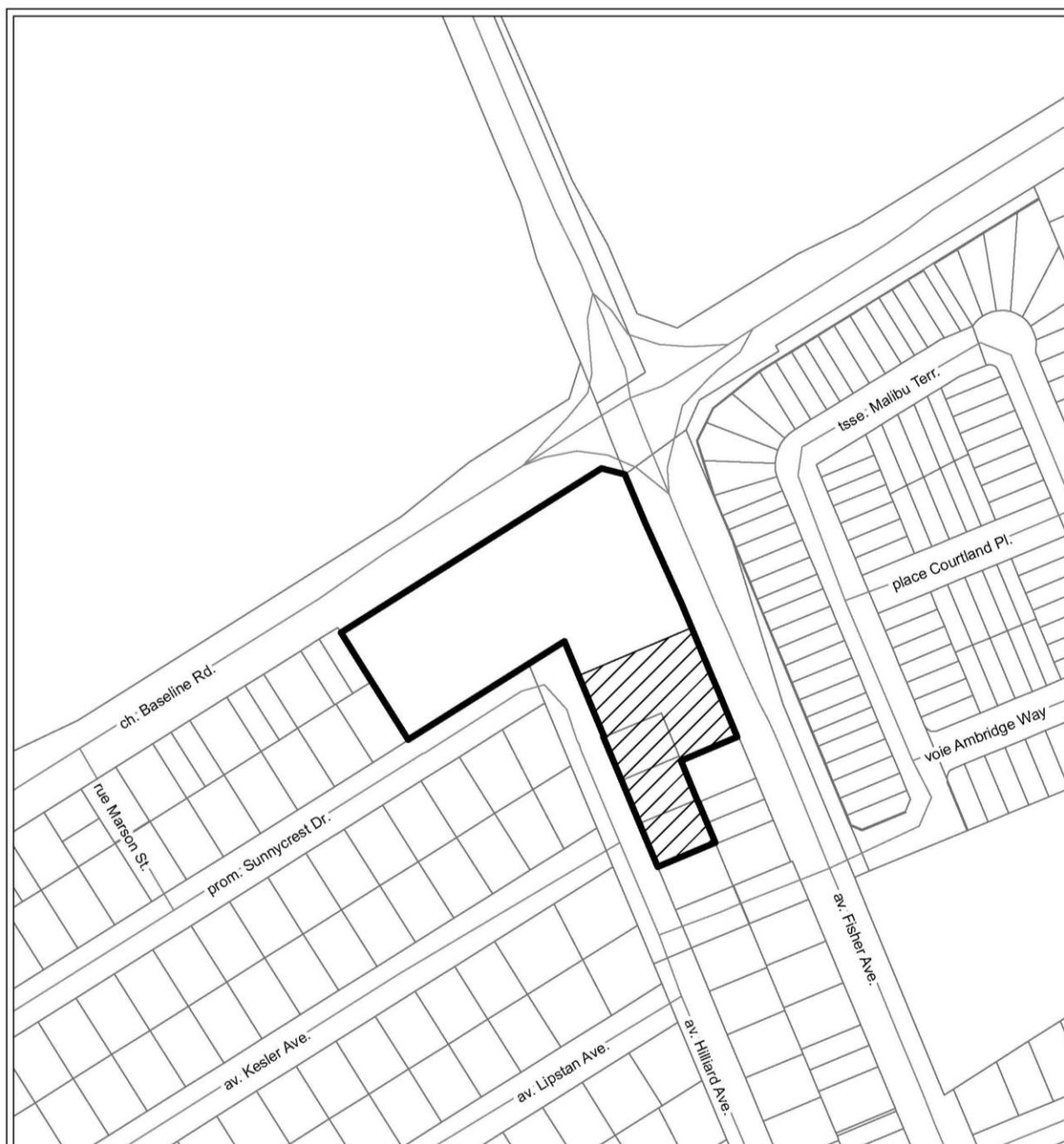
N/A

## **APPLICATION PROCESS TIMELINE STATUS**

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

**Contact:** Kelly Livingstone, e-mail: [kelly.livingstone@ottawa.ca](mailto:kelly.livingstone@ottawa.ca)

## Document 1 – Location Map



D07-12-23-0076

23-0631-X

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REVISION / RÉVISION - 2023 / 07 / 06

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

 **780 chemin Baseline Road,  
7, 9 avenue Hilliard Avenue**

 **Phase 1 Site Plan Area  
Zone du plan d'implantation de la phase 1**



NOT TO SCALE