

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

Site Location: 30, 38, 42 and 48 Chamberlain Avenue

File No.: D07-12-23-0069

Date of Application: June 27, 2023

This SITE PLAN CONTROL application submitted by Fotenn Planning + Design c/o Tim Beed, on behalf of Scarabelli Realities Inc. c/o Darryk Scarabelli, is APPROVED upon resolution of the conditions stated in this report.
and the following plans are approved:

1. **Site Plan**, Drawing No. A1-00, prepared by Hobin Architecture, Revision 4, dated 25-04-11,
2. **Elevations**, Drawing No. A3-00, prepared by Hobin Architecture, Revision 05, dated 25-04-11,
3. **Elevations**, Drawing No. A3-01, prepared by Hobin Architecture, Revision 05, dated 25-04-11,
4. **Landscape Plan**, Drawing No. L0-01, prepared by Lashley + Associates, Revision 4, dated 2025-04-11.
5. **Landscape Plan – Podium**, Drawing No. L0-02, prepared by Lashley + Associates, Revision 4, dated 2025-04-11.
6. **Landscape Details**, Drawing No. L1-01, prepared by Lashley + Associates, Revision 4, dated 2025-04-11.
7. **Landscape Details**, Drawing No. L1-02, prepared by Lashley + Associates, Revision 4, dated 2025-04-11.
8. **Grading Plan**, Sheet Number 200, prepared by IBI Group, Revision 04, dated 25-04-11.
9. **Servicing Plan**, Sheet Number 001, prepared by IBI Group, Revision 04, dated 2025-04-11.
10. **Sediment - Erosion Plan**, Sheet Number 900, prepared by IBI Group, Revision 04, dated 2025-04-11.
11. **Tree Conservation Plan**, Drawing No. 3048, prepared by IFS Associates, dated 2020-08-27.
12. **Tree Conservation Plan**, Drawing No. 3048, prepared by IFS Associates, dated 2020-08-27.

And as detailed in the following report(s):

1. **30-48 Chamberlain Avenue Transportation Impact Assessment**, prepared by CGH Transportation, dated April 2025.
2. **Site Servicing & Stormwater Management Design Brief, 20-48 Chamberlain Avenue, City of Ottawa**, prepared by Arcadis, dated April 30, 2025.
3. **Roadway Traffic Noise Assessment**, prepared by Gradient Wind, dated October 22, 2020, revised May 17, 2024.
4. **Geotechnical Investigation, Proposed Mixed-Use Development, 30-48 Chamberlain Avenue, Ottawa, Ontario**, prepared by Paterson Group, Revision 6, dated June 27, 2025.
5. **Geotechnical Response to City Comment**, prepared by Paterson Group, dated May 27, 2025.
6. **Geotechnical Response to City Comment**, prepared by Paterson Group, dated March 19, 2025.
7. **30-48 Chamberlain S+A Project #23010.000.001 TRENCH DRAIN CONNECTION**, prepared by Smith + Andersen, dated 2025-08-06
8. **Pedestrian Level Wind Study**, prepared by Gradient Wind, dated October 22, 2020.
9. **Phase I-Environmental Site Assessment Update, 30, 38, 42 and 48 Chamberlain Avenue, Ottawa, Ontario**, prepared by Paterson Group, dated February 13, 2023.
10. **Phase II -Environmental Site Assessment Update, 30, 38, 42 and 48 Chamberlain Avenue, Ottawa, Ontario**, prepared by Paterson Group, dated February 13, 2023.
11. **Re: Tree Conservation Report for 30-48 Chamberlain Avenue, Ottawa**, prepared by IFS Associates, dated August 28, 2020.

And subject to the following General and Special Conditions:

General Conditions

1. Lapsing of Approval

The Owner shall enter into this Site Plan Control Agreement, including all standard and special conditions, financial and otherwise, as required by the City. In the event that the Owner fails to sign this Agreement, complete the conditions to be satisfied prior to the signing of this Agreement, and have the corresponding building permit(s) issued within three (3) years of Site Plan approval, the approval shall lapse.

2. Barrier Curbs

The Owner acknowledges and agrees that the parking areas and entrances shall have barrier curbs and shall be constructed in accordance with the drawings of a design professional, such drawings to be approved by the General Manager, Planning, Development and Building Services.

3. **Water Supply for Fire Fighting**

The Owner shall provide adequate water supply for fire fighting for every building. Water supplies may be provided from a public water works system, automatic fire pumps, pressure tanks or gravity tanks.

4. **Reinstatement of City Property**

The Owner shall reinstate, at its expense and to the satisfaction of the General Manager, Planning, Development and Building Services, any property of the City, including, but not limited to, sidewalks, curbs and boulevards, which is damaged as a result of the subject development.

5. **Construction Fencing**

The Owner acknowledges and agrees to install construction fencing, at its expense, in such a location as may be determined by the General Manager, Planning, Development and Building Services.

6. **Construct Sidewalks**

The Owner shall design and construct sidewalk(s) within public rights-of-way or on other City owned lands to provide a pedestrian connection from or to the site as may be determined by the General Manager, Planning, Development and Building Services. Such sidewalk(s) shall be constructed to City Standards.

7. **Extend Internal Walkway**

The Owner shall extend internal walkways beyond the limits of the subject lands to connect to existing or proposed public sidewalks, at the sole expense of the Owner, to the satisfaction of the General Manager, Planning, Development and Building Services.

8. **Completion of Works**

The Owner acknowledges and agrees that no new building will be occupied on the lands until all requirements with respect to completion of the Works as identified in this Agreement have been carried out and received Approval by the General Manager, Planning, Development and Building Services, including the installation of municipal numbering provided in a permanent location visible during both day and night and the installation of any street name sign on relevant streets. Notwithstanding the non-completion of the foregoing Works, occupancy of a lot or structure may otherwise be permitted, if in the sole opinion of the General Manager, Planning, Development and Building Services, the aforesaid Works are proceeding satisfactorily toward completion. The Owner shall obtain the prior consent of the General Manager, Planning, Development and Building Services for such occupancy in writing.

Until all requirements with respect to completion of the Works as identified in this Agreement have been carried out and received Approval by the General Manager, Planning, Development and Building Services, the Owner shall give notice to the City of a proposed conveyance of title to any building at least thirty (30) days prior to any such conveyance. No conveyance of title to any building shall be effective unless the Owner has complied with this provision.

Nothing in this clause shall be construed as prohibiting or preventing the approval of a consent for severance and conveyance for the purposes of obtaining financing.

9. **Development Charges**

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

10. **Designated Substances Survey**

Prior to demolition of any existing buildings located on the lands described in Schedule "A" herein, the Owner acknowledges and agrees to complete a designated substances survey and submit the findings and recommendations for the proper handling and disposal of waste as identified in said survey, to the satisfaction of the General Manager, Planning, Development and Building Services, and in accordance with Best Management Practices. The survey shall address, but not be limited to:

- (a) O.Reg. 278/05: Designated Substance - Asbestos on Construction Projects and in Buildings and Repair Operations under the Occupational Health and Safety Act, R.S.O. 1990, c.O.1, as amended (O.Reg. 278/05);
- (b) Guideline - Lead on Construction Projects, prepared by the Ontario Ministry of Labour - Occupational Health and Safety Branch, published September 2004 and revised April 2011, as amended;
- (c) O.Reg. 213/91: Construction Projects under the Occupational Health and Safety Act, R.S.O. 1990, c.O.1, as amended (O.Reg. 213/91);
- (d) Registration Guidance Manual for Generators of Liquid Industrial and Hazardous Waste, prepared by the Ontario Ministry of the Environment, Conservation and Parks, published April 1995 and revised January 2016, as amended, to be used in conjunction with R.R.O. 1990, Reg. 347: General-Waste Management under the Environmental Protection Act, R.S.O. 1990, c.E.19, as amended (R.R.O. 1990, Reg. 347);
- (e) R.R.O. 1990, Reg. 362: Waste Management – PCB's under the Environmental Protection Act, R.S.O. 1990, c.E.19, as amended (R.R.O. 1990, Reg. 362).

Special Conditions

11. Protection of 1220mm dia. Backbone Watermain

If the Geotechnical Report determines the City's 1220mm dia. backbone watermain is within the zone of influence of excavation or if vibration impacts are expected, the Owner acknowledges and agrees to prepare a Vibration and Settlement Monitoring Plan and determine mitigation measures required to help protect the City's 1220mm dia. backbone watermain. A liability insurance policy with a minimum amount of \$25,000,000 may be required to be in effect for the term of the construction work in close proximity to the backbone watermain.

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. Stationary Noise Study

Prior to the issuance of a Building Permit, the owner acknowledges and agrees to provide the General Manager, Planning, Development and Building Services a Stationary Noise Study to assess the impacts of stationary noise from rooftop mechanical units servicing the building on surrounding noise-sensitive areas. The study will include recommendations for any noise control measures that may be necessary to ensure noise levels fall below the Environmental Noise Control Guidelines (ENCG) limits.

14. 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) upgraded building components will be required where noise levels exceed 65 dBa as illustrated in Figure 4 of the approved Roadway Traffic Noise Assessment, referenced Schedule "E";

- (c) 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;
- (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 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.

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 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."

"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. **Geotechnical Investigation**

The Owner acknowledges and agrees that it shall retain the services of a geotechnical engineer, licensed in the Province of Ontario, to ensure that the recommendations of the Geotechnical Investigation (the "Report"), referenced in Schedule "E" herein, are fully implemented. The Owner further acknowledges and agrees that it shall provide the General Manager, Planning, 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.

17. **Geotechnical – Encroachments**

The Owner acknowledges and agrees that the Geotechnical Investigation Report has recommended a method of shoring that may encroach onto the City's Chamberlain Avenue right-of way and the adjacent property at 52 Chamberlain Avenue. The Owner acknowledges and agrees that it shall be required to obtain the approval of the adjacent property owner and/or receive municipal consent for any Works within the said Road, prior to the installation of any encroachments. The Owner acknowledges and agrees that for encroachments within the said Road, the Owner shall ensure that there will be no conflicts between the proposed shoring method and the municipal services or utilities in the said Road.

18. **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.

19. **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.

20. **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.”

21. **Protection of City Sewers**

(a) Prior to the issuance of a building permit, the Owner shall, at its expense:

(i) obtain a video inspection of the City Sewer System within Chamberlain Avenue 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 Chamberlain Avenue 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 Chamberlain Avenue and compensate the City for the full amount of any required repairs to the City Sewer System.

22. **Stormwater Works Certification**

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

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

The Owner acknowledges and agrees to install and maintain in good working order the required in-ground stormwater inlet control devices, as recommended in the

approved Site Servicing Brief, 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 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.

25. **Off-Site Contamination Management Agreement**

The Owner acknowledges and agrees that where contamination emanating from the site and impacting the City’s rights-of-way is discovered during the course of the Works, the Owner shall notify the Manager, Realty Services immediately in writing and agrees to enter into an Off-Site Management Agreement with the City to address the contamination in the rights-of-way. The Owner shall be responsible for all associated costs with the Off-Site Management Agreement, which agreement shall be to the satisfaction of the General Manager, Planning, Development and Building Services.

26. **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.

27. **Exterior Elevations Drawings**

The Owner acknowledges and agrees to construct the proposed building in accordance with the approved Elevations, referenced in Schedule "E" herein. The Owner further acknowledges and agrees that any subsequent proposed changes to the approved plans shall be filed with the General Manager, Planning, 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.

28. **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 Chamberlain Avenue right-of-way, as shown on the approved Landscape Plan referenced in Schedule "E" herein, including all plant and landscaping material (except municipal trees), sod, mulch, unit pavers, wall mounted benches and heavy duty asphalt. 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.

29. **Notice On Title – On-Site Parking**

The Owner acknowledges and agrees that a notice shall be registered on title to the subject lands, at the Owner's expense. The Owner further acknowledges and agrees that such notice on title, or the clauses as written directly below, shall be included in all agreements of purchase and sale and lease agreements to inform prospective purchasers and tenants of these matters. The notice on title shall include, but not be limited to, the following:

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

"The purchaser/lessee for themselves, their heirs, executors, administrators, successors and assigns, acknowledges being advised that the unit being sold/rented may not be provided with any on-site parking. Should the purchaser/lessee have a vehicle for which they wish to have parking, alternative and lawful arrangements may need to be made to address their parking needs at an alternate location and that such arrangements are solely the responsibility of the person seeking parking. The purchaser/lessee acknowledges that the availability and regulations governing on-street parking vary; that access to on-site street parking, including through residential on-street parking permits issued by the City

of Ottawa, cannot be guaranteed now or in the future; and that the purchaser/lessee intending to rely on on-street parking for their vehicle or vehicles does so at their own risk.”

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

30. **Transportation Impact Assessment**

The Owner has undertaken a Transportation Impact Assessment for this site, which is referenced in Schedule “E” herein, to determine the infrastructure and programs needed to mitigate the impact of the proposed development on the local transportation network and to establish the site design features needed to support system-wide transportation objectives. The Owner shall ensure that the recommendations of the Transportation Impact Assessment, are fully implemented, to the satisfaction of the General Manager, Planning, Development and Building Services Department.

31. **Traffic Management Plan**

The Owner acknowledges and agrees that should the Owner wish to use a portion of the City’s right(s) -of-way along Chamberlain Avenue for construction staging, the Owner shall obtain an approved Traffic Management Plan from the Manager, Traffic Management, Transportation Services Department prior to the issuance of a Building Permit. The Owner further acknowledges and agrees that the City has the right for any reason to deny use of the said right(s)-of-way and/or to amend the approved Traffic Management Plan, as may be required.

32. **Waste and Recycling Collection**

The Owner acknowledges and agrees that residential cart (and/or container) garbage, recycling, and organic waste collection will be provided by the City from a centralized refuse room or area. The Owner shall provide, at its own expense, adequate storage for the containers and carts and acknowledges it is recommended that they be placed on a concrete floor. The Owner shall provide an adequately constructed road for direct access to the garbage/recycling/organic waste storage room or area suitable for garbage/recycle/organic waste collection vehicles. Any additional services (i.e. winching of containers) may result in extra charges

33. **Waste Handling**

- a. The Owner shall provide, to the City’s satisfaction, an enclosed environmentally acceptable solid waste disposal system and handling facilities for waste generated from the development. In the event that exterior waste storage, central collection pads or other handling facilities are proposed on the

subject lands, then the location and the screening of the said facilities shall be shown on the approved Site Plan. Uses that require food processing or food storage, which could generate an effluent or leachate, shall have the area around the disposal facility graded so that this material is directed to the sanitary sewer, subject to the approval of the General Manager, Planning, Development and Building Services.

- b. The Owner acknowledges and agrees that not all types of developments will be serviced by the City's waste collection program . The Owner is responsible for determining, in accordance with Solid Waste Services By-law No. 2024 – 453, if this service will be provided by the City and, if not, shall arrange for separate private service contracts for the proper collection and disposal of waste from the development.

34. **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 17 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.

35. **Section 37 Contribution**

In accordance with Subsection 28 of Part 19 of the City's Zoning By-law (By-law No. 2008-250), as amended, the Owner acknowledges and agrees to contribute the public benefits ("Section 37 Funds") noted below, through this Agreement, which shall comprise a combination of public benefits including monies that shall be paid to the City with the total value of the benefits to be secured being Nine-Hundred and Fifty-Two Thousand, Two Hundred and Ninety-Five Dollars (\$952,295) to the City, indexed upwardly in accordance with the Statistics Canada Non-Residential Construction Price Index for Ottawa, calculated from the date of the Section 37 Agreement to the date of payment.

- (a) The specific benefits to be secured and provided are: cash contribution of Nine-Hundred and Fifty-Two Thousand, Two Hundred and Ninety-Five Dollars (\$952,295) to be divided in the following three ways to the discretion of the Ward Councillor (Ward 17 – Capital Ward):
 - (i) Traffic calming measures,
 - (ii) Park improvements,
 - (iii) Affordable housing;
- (b) Notwithstanding the foregoing, the Owner and the City may modify or amend this condition, from time to time upon the consent of the City and the Owner, without further amendment to this Agreement or to those provisions of the

Zoning By-law (By-law No. 2008-250), as amended, which identify the facilities, services and matters to be secured; and

- (c) The payment of Section 37 Funds shall be provided prior to the issuance of a building permit for the proposed development of the subject lands.

36. **Road Widening**

The Owner acknowledges and agrees to convey to the City, at no cost to the City, an unencumbered road widening across the complete Chamberlain Avenue frontage of the lands, measuring 11.5 metres from the existing centreline of pavement/abutting right-of-way.

The exact widening must be determined by legal survey. The Owner shall provide a reference plan for registration, indicating the widening, 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 conveyance of the road widening.

All costs shall be borne by the Owner. The Owner acknowledges and agrees that the full amount of securities held by the City under this Agreement shall not be eligible for any reductions or release until such road widening is conveyed to the City, to the satisfaction of the City.

The Owner further acknowledges and agrees that the delayed conveyance to the City shall be contingent upon the following criteria:

- (1) A filed RSC approved by the Ministry of Environment, Conservation and Parks, and to the satisfaction of the General Manager, Planning, Development and Building Services;
- (2) Written confirmation that the road widening lands are free from contamination. In the event such lands are contaminated, the Owner shall undertake such steps necessary to remediate said lands at the Owner's expense and to the satisfaction of the City;
- (3) The road widening lands shall be free of encumbrances, at no cost to the City; and
- (4) Registration of the conveyance shall be completed within eight (8) months of registration of this Agreement or prior to December 31, 2025, whichever date comes first.

37. **Permanent Features**

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

38. **Roadway Modifications – Delayed Process**

- (a) The Owner acknowledges and agrees that the Chamberlain and Kent bullnose road modification detailed design review and acceptance by the City is required for the road modification works associated with the proposed Site Plan, to the satisfaction of the General Manager, Planning, Development and Building Services.
- (b) The Owner agrees to pay the separate process fee of \$2,940.00 (plus HST) at the time of registration of this Site Plan Agreement. The Owner acknowledges and agrees that the Owner may be subject to other additional fees and agreement addendum due to the delayed road modification detailed design process. The Owner agrees to submit required drawings for the aforementioned road modification detailed design. Further, the Owner agrees to be responsible for all costs associated with the public roadway modifications and provide required securities to the City, all to the satisfaction of the General Manager, Planning, Development and Building Services.
- (c) The Owner acknowledges and agrees that the following required road modifications must be complete prior to the Owner requesting or allowing occupancy of the building:
 - i. Chamberlain and Kent extended bullnose, pavement markings, and signage.
 - ii. Traffic signal layout, pavement markings, and signage. The repainting and restriping of the pedestrian crossing markings.
 - iii. Relocation of the bus pad.

October 2, 2025

Date



Andrew McCreight
Manager, Development Review
Central, Planning, Development and
Building Services

Enclosure: Site Plan Control Application approval – Supporting Information
UDRP Recommendations

SITE PLAN CONTROL APPROVAL APPLICATION SUPPORTING INFORMATION

File Number: D07-12-23-0069

SITE LOCATION

30, 38, 42 and 48 Chamberlain Avenue, and as shown on Document 1.

SYNOPSIS OF APPLICATION

The subject site is located on the south side of Chamberlain Avenue between Lyon and Bank Streets approximately opposite the Kent Street off-ramp. It includes 4 property parcels, of which 2 are surface parking lots. Low-rise office buildings are located at 30 and 42 Chamberlain Avenue and are proposed to be demolished. Surrounding uses include other surface parking lots and low-rise office buildings along Chamberlain Avenue and low-rise residential uses to the south.

The applicant proposes to redevelop the site in accordance with the site-specific zoning provisions established under Zoning By-law Amendments D02-02-20-0119 and D02-02-22-0047. No additional relief from the provisions of the Zoning By-law is requested. The redevelop will consist of a 16-storey mixed-use building with 160 residential apartment units and 313 square metres of at-grade commercial space. 8 at-grade- and 70 underground parking spaces and 163 bicycle parking spaces are proposed.

The proposed building would consist of a 3-storey podium and 16-storey tower with a 669 square-metre floorplate. The podium is to be clad in primarily red brick and the tower in glass and light paneling. The main entrances to the building and vehicular access are to be provided off of Chamberlain Avenue.

Residential Units and Types

Dwelling Type	Number of Units
Apartment	160

Related Applications

The following applications are related to this proposed development:

- Zoning By-law Amendment – D02-02-20-0119
- Zoning By-law Amendment – D02-02-22-0047

DECISION AND RATIONALE

This application is approved for the following reasons:

- The proposal is generally consistent with the Official Plan policies for development in Neighbourhoods subject to the Evolving Overlay in the Inner Urban Transect.
- The proposal conforms with the provisions of the site-specific GM4[2735] S448 zone adopted by City Council on August 31, 2022.
- Special conditions are required in order to ensure the orderly development of the site and compliance with site-specific zoning exceptions.
- The proposal represents good planning.

PARKLAND DEDICATION

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

URBAN DESIGN REVIEW PANEL

The Site Plan Control application was subject to the Urban Design Review Panel process. A formal review meeting was held on September 7, 2023.

The panel's recommendations from the formal review meeting are attached to this report.

The Panel was successful in aiding in the implementation of the following:

- The entrance to the building has been reconfigured from a drop-off loop to a paved forecourt with more of a pedestrian quality.
- The urban street edge was revised with a greater variety of planting types and less open lawn.
- The brick podium was refined with a more contemporary form that ties it in with the pedestrian forecourt/drop-off area.

ROAD MODIFICATIONS

There are road modifications associated with this site plan control application, which will require a Road Modifications Report.

CONSULTATION DETAILS

Councillor's Comments

Councillor Shawn Menard was aware of the application related to this report.

Public Comments

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

Technical Agency/Public Body Comments

Summary of Comments – Technical

N/A

Advisory Committee Comments

Summary of Comments – Advisory Committees

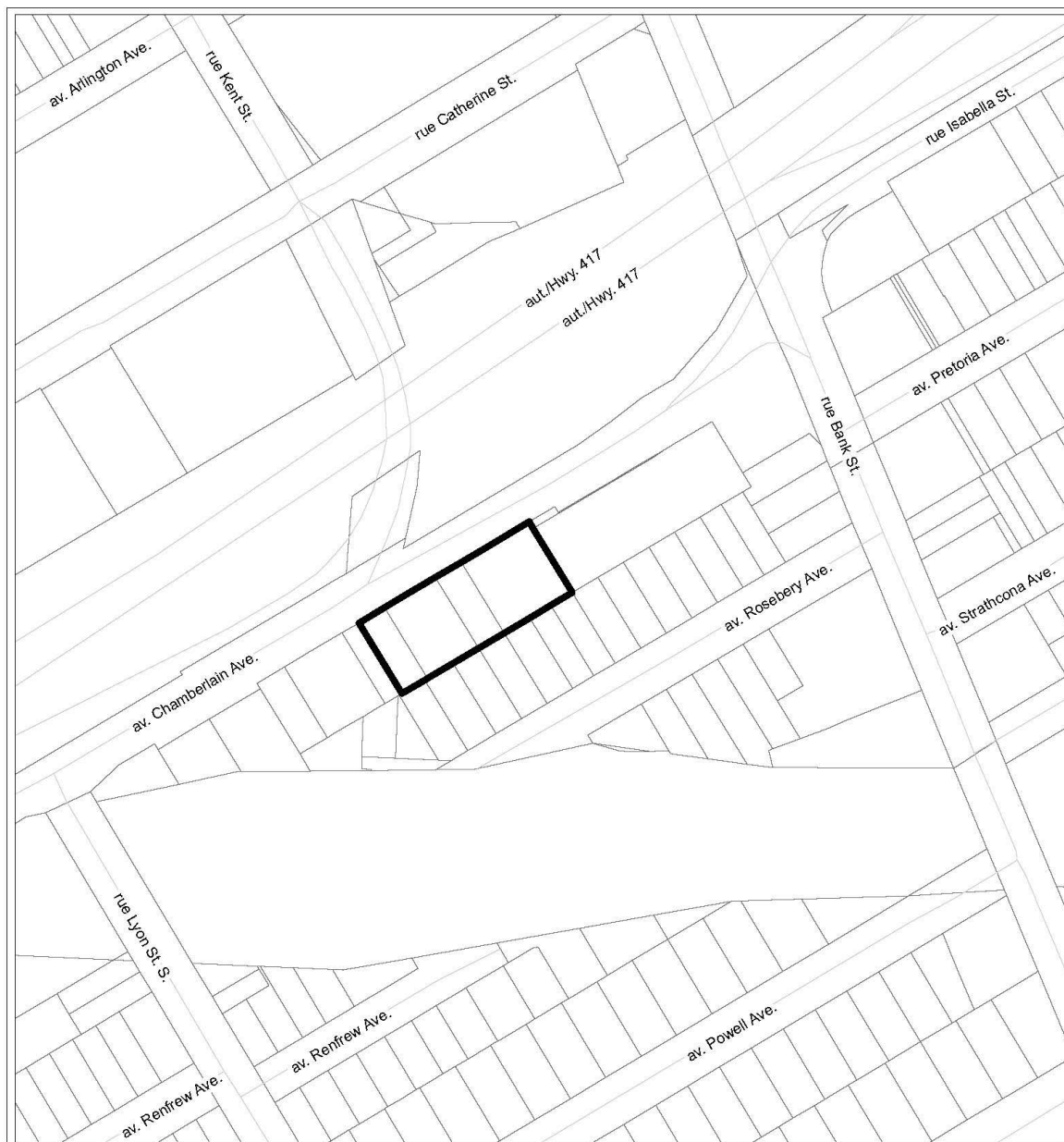
N/A

APPLICATION PROCESS TIMELINE STATUS

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

Contact: Jack Smith Tel: 613-580-2424, ext. 21786 or e-mail: Jack.Smith@Ottawa.ca

Document 1 – Location Map



D07-12-23-0069

D07-12-23-0069

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REVISION / RÉVISION - 2023 / 06 / 16

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



30 - 48 av. Chamberlain Avenue

