

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

Site Location: 700 & 720 Bannermount Avenue
(parent address: 25 Pickering, 1330 Avenue K)

File No.: D07-12-24-0077

Date of Application: August 7, 2024

This SITE PLAN CONTROL application submitted by Bonnie Martel, Kelly Rhodenizer, on behalf of Colonnade Bridgeport, is APPROVED upon resolution of the conditions stated in this report

And the following plans are approved:

1. **Grading Plan**, 119240-SPGR, prepared by Novatech Engineering, dated Apr 17/24, revision 6 dated Sept 15/25.
2. **General Plan of Services**, 119240-SPGP, prepared by Novatech Engineering, dated Apr 17/24, revision 6 dated Sept 15/25.
3. **Erosion and Sediment Control Plan**, 119240-SPESC, prepared by Novatech Engineering, dated Apr 1/24, revision 4 dated Sept 15/25.
4. **Notes and Details**, 119240-SPND, prepared by Novatech Engineering, dated May 10/24, revision 5 dated Sept 15/25.
5. **Landscape Plan/Tree Inventory**, 700 & 720 Bannermount Rd. L01, prepared by NAK, dated 24-05-10, revision 5 dated 25-09-11.
6. **Planting Plan**, 700 & 720 Bannermount Rd. L02, prepared by NAK, dated 24-05-10, revision 5 dated 25-09-11.
7. **Details**, 700 & 720 Bannermount Rd. L05, prepared by NAK, dated 25-05-15, revision 2 dated 25-09-11.
8. **Details**, 700 & 720 Bannermount Rd. L06, prepared by NAK, dated 25-05-15, revision 2 dated 25-09-11.
9. **Buildings 1 + 2 – North Elevation**, 700 & 720 Bannermount Road, Drawing A3-00, prepared by Hobin Architecture, dated 240214, revision 3 dated 25-07-23
10. **Buildings 1 + 2 – South Elevation**, 700 & 720 Bannermount Road, Drawing A3-01, prepared by Hobin Architecture, dated 240214, revision 3 dated 25-07-23
11. **East Elevation – East Building, East Elevation – West Building**, 700 & 720 Bannermount Road, Drawing A3-02, prepared by Hobin Architecture, dated 240214, revision 3 dated 25-07-23

12. **West Elevation – East Building, East Elevation – West Building**, 700 & 720 Bannermount Road, Drawing A3-03, prepared by Hobin Architecture, dated 240214, revision 3 dated 25-07-23
13. **Site Plan**, 700 & 720 Bannermount Rd. A1.01 SPA, prepared by Hobin Architecture, dated 240228, revision C dated 250723.

And as detailed in the following report(s):

1. **Geotechnical Investigation**, 25 Pickering Place, File 267991.001 by Pinchin, dated March 2, 2020.
2. **Geotechnical Memo**, 25 Pickering Place, File 267991.013 by Pinchin, dated September 18, 2025
3. **Geotechnical Memo**, 25 Pickering Place, File 267991.013 by Pinchin, dated July 28, 2025
4. **Phase Two Environmental Site Assessment**, 25 Pickering Place and 1330 Avenue K, File 267991.007 by Pinchin, dated May 26, 2025
5. **Phase One Environmental Site Assessment Update Memo**, 25 Pickering Place and 1330 Avenue K, File 267991.010 by Pinchin, dated March 28, 2024.
6. **Servicing and Stormwater Management Report**, 700 & 720 Bannermount Avenue, by Novatech, dated August 1, 2024, Revised May 15, 2025
7. **Transportation Impact Assessment**, 700 & 720 Bannermount Avenue, by Novatech, dated May 2024, Revised May 2025
8. **Environmental Noise & Vibration Assessment, Blocks 1 and 2 – Site Plan Approval Application**, 25 Pickering Place, prepared by SLR, dated July 21, 2025.

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

Requirements

1. The Owner shall submit a certificate of insurance in a form satisfactory to the City. The certificate of insurance must be issued in favor of the City of Ottawa in an amount not less than five million dollars per occurrence, must contain an endorsement naming the City as an additional insured and an unconditional thirty days notice of any material change or cancellation of the policy.

General Conditions

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, through the associated subdivision works and shall be in place at the time of occupancy of the development associated with this site plan.

8. Extend Internal Walkway

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

9. Completion of Works

The Owner acknowledges and agrees that no new building will be occupied on the

lands until all requirements with respect to completion of the Works as identified in this Agreement have been carried out and received Approval by the General Manager, Planning, Development and Building Services, including the installation of municipal numbering provided in a permanent location visible during both day and night and the installation of any street name sign on relevant streets. Notwithstanding the non-completion of the foregoing Works, occupancy of a lot or structure may otherwise be permitted, if in the sole opinion of the General Manager, Planning, Development and Building Services, the aforesaid Works are proceeding satisfactorily toward completion. The Owner shall obtain the prior consent of the General Manager, Planning, Development and Building Services for such occupancy in writing.

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

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

10. Development Charges

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

Special Conditions

11. 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 Department, 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 Department, 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 Department, 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 Department.

12. Private Approach Detail

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

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

13. Notice on Title – LRT and O-Train, Confederation Line Light Rail Transit

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, and shall be included as information on all plans and documents used for marketing purposes, 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 and lease agreements, and all information on all plans and documents used for marketing

purposes, shall contain the following clauses which shall be covenants running with the subject lands for the benefit of the owner of the adjacent public transit light rail system and related bus infrastructure:

“The purchaser/lessee, for themselves, their heirs, executors, administrators, successors and assigns, acknowledges being advised that a public transit light rail system (hereinafter referred to as the “LRT system”) and related bus infrastructure are proposed to be located in proximity to the subject lands. The LRT system may be located in a tunnel adjacent to or under the subject lands, and the construction, operation and maintenance of the LRT system and related bus infrastructure may result in environmental impacts to the subject lands including, but not limited to, noise, including LRT system operational noise emanating from tunnel ventilation shafts and tunnel ventilation equipment noise for routine testing, vibrations, electromagnetic interferences, stray current transmissions, vehicle emissions, smoke and particulate matter (collectively referred to as the “Interferences”). The purchaser/lessee acknowledges and agrees that despite the inclusion of noise control features within the subject lands, Interferences may continue to be of concern, occasionally interfering with some activities of the occupants on the subject lands. Notwithstanding the above, the purchaser/lessee acknowledges and agrees to release and save harmless the City of Ottawa and OC Transpo from all suits, proceedings, claims, losses, judgments, damages (direct, indirect, consequential or otherwise), causes of actions, executions, liabilities, fees, and expenses including, without limitation, any professional, consultant and legal fees in connection with claims, loss of life, personal injury, damage to property, structural damage or any other loss or injury whatsoever arising from any Interferences experienced in the development from the construction, use, operation or maintenance of the LRT system and related bus infrastructure, in perpetuity.”

“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 covenants shall run with the said lands and are for the benefit of the owner of the adjacent LRT system and related bus infrastructure.”

14. Crane Swing Agreement

- (a) The Owner acknowledges and agrees that it may be required to enter into an Encroachment Agreement often referred to as a Crane Swing Agreement prior to the operation of any cranes or other mobile construction equipment on the subject lands and/or adjacent lands that have the potential to breach the aerial rights or rail corridor envelope more generally, to the satisfaction of the General Manager, Transit Services Department or their designate and the General Manager, Planning, Development and Building Services.
- (b) The Owner acknowledges and agrees it shall be responsible for all costs associated with the preparation and registration of a Crane Swing Agreement. No crane shall be assembled on site or mobile construction equipment mobilized to site until the

Owner has entered into a Crane Swing Agreement with the City, which agreement shall be registered on title to the subject lands.

- (c) Prior to execution of the Crane Swing Agreement by the City, the Owner shall provide to the General Manager, Transit Services Department or their designate, plans identifying the location and description of the type of crane(s) and other mobile construction equipment that will be on site, including all existing cranes on the lands, to determine if the mast or the arms of any crane(s) or other equipment would be entering the air rights of the rail corridor or adjacent bus loops at light rail transit stations.
- (d) The Owner acknowledges and agrees that if any equipment does enter the aerial rights of the rail corridor without a signed Crane Swing Agreement, such action will be in violation of Section 26.1 of the Railway Safety Act, R.S.C., 1985, c.32 (4th Supp.), as amended, and the Owner shall immediately cease use of the equipment.

15. Noise Control Attenuation Measures

The Owner acknowledges and agrees to implement the noise control attenuation measures recommended in the approved "Environmental Noise and Vibration Assessment, Blocks 1 and 2 – Site Plan Report", referenced in Schedule "E" of this Agreement, as follows:

- (e) each unit is to be equipped with central air conditioning;
- (f) each unit is to be fitted with a forced air heating system and ducting, and shall be sized to accommodate central air conditioning;
- (g) further to subsection (b) above, the location and installation of any outdoor air conditioning device(s) shall comply with the noise criteria of the Ministry of the Environment, Conservation and Parks' Publication NPC-216, dated 1993, and the Environmental Noise Guidelines for Installation of Residential Air Conditioning Devices, dated September 1994, as amended, in order to minimize the noise impacts both on and off the immediate vicinity of the subject lands;
- (h) 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;
- (i) 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 Environmental Noise and Vibration Assessment, Blocks 1 and 2 – Site Plan Report 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.

16. Blasting, Construction Noise and Vibration

- a) The Owner acknowledges and agrees that any blasting plans need to be provided to O-Train RoW group OTrainRightofWay/EmprisesOTrain@ottawa.ca and Dineshraj.Lakshmanan@ottawa.ca for review and approval prior to the commencement of work.
- b) The Owner further acknowledges and agrees that a construction noise, vibration and monitoring plan is to be provided to O-Train RoW OTrainRightofWay/EmprisesOTrain@ottawa.ca and Dineshraj.Lakshmanan@ottawa.ca at least 10 days prior to the commencement of any work.

There will be a cost for a third-party review of all designs and plans. This cost will be charged back to the developer.

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:

MECP Type B Warning Clause (All Units)

“Purchasers/tenants are advised that despite the inclusion of noise control features in the development and within the building units, sound levels due to increasing road, rail and light rail traffic may on occasions interfere with some activities of the dwelling occupants as the sound levels exceed the sound level limits of the City and the Ministry of the Environment.

To help address the need for sound attenuation this development includes acoustic barriers for outdoor amenity areas.

To ensure that provincial sound level limits are not exceeded it is important to maintain these sound attenuation features. The acoustic barrier shall be maintained

and kept in good repair by the property owner. Any maintenance, repair or replacement is the responsibility of the owner and shall be with the same material or to the same standards, having the same function of the original.”

Type D – Central Air Conditioning (all units)

“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.”

Type F VIA Rail and MECP Warning Clause (All Units)

“VIA Rail Canada Inc. and its assigns and successors in interest, currently operates a passenger railway station on lands located within 300 metres of the Subject Lands. There may be alterations to or expansions of the railway station in the future, including the possibility that VIA Rail Canada Inc. may expand or alter its operations, which expansion or alteration may affect the living environment of the residents in the vicinity, notwithstanding the inclusion of any noise and vibration attenuating measures in the design of the development and individual dwelling(s). VIA Rail Canada Inc. and its successors will not be responsible for any complaints or claims arising from noise and vibration arising from the use of such facilities and/or operations on the aforesaid lands. Furthermore, the current and future railway operations may include other emissions such as odours or lights.”

“Purchasers/tenants are advised that the Subject Lands, and the residential developments which are to be constructed thereon, have been designated Class 4 as defined by the Ministry of the Environment, Conservation and Parks guidelines as the sound levels at the proposed development exceed the Class 1 sound level limits. The developer/builder is required to provide mitigation measures to comply with sound level limits that are protective of indoor areas and are based on the assumption that windows and exterior doors are closed. The Class 4 designation permits this dwelling unit to be supplied with a central air conditioning system which will allow windows and exterior doors to remain closed.”

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 Geotechnical Investigation – Proposed Residential Development, 25 Pickering Place, Ottawa, Ontario (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 a building permit, the Owner shall submit to the General Manager, Planning, Infrastructure and Economic Development, 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 as amended (O.Reg 153/04), and shall be acknowledged by the Ministry of the Environment, Conservation and Parks. The RSC shall confirm that all or part of the site will be 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. No further Works will be permitted until the RSC is submitted. Where available information reveals that contamination extends into a City right-of-way and submission of a RSC is not possible, a building permit may be issued in 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, Infrastructure and Economic Development.

18. 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.

19. 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.

20. 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.

21. 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.

22. 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:

- (j) 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
- (k) 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.

23. 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.

24. Site Lighting Certificate

- (l) 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.
- (m) 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.

25. 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 Pickering Place right-of-way, as shown on the approved Landscape Plan referenced in Schedule "E" herein, for the proposed pavers. The Maintenance and Liability Agreement shall be registered on title, at the Owner's expense, immediately after the registration of this Agreement. The Owner shall assume all maintenance and replacement responsibilities in perpetuity.

26. Waste Collection

Residential:

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.

Non-Residential:

The Owner acknowledges and agrees that garbage, recycling, and organic waste collection will not be provided by the City 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.

27. Notice on Title – Parkland

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

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

"The purchaser/lessee for themselves, their heirs, executors, administrators, successors and assigns, acknowledges being advised that the parkland within the vicinity of the subject lands may have active hard and soft surface recreational facilities, buildings and supporting infrastructure. These amenities may include lit facilities and may generate noise by users using these facilities and amenities."

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

28. Street Name and Signs

- (n) The Owner acknowledges and agrees it shall provide for, install and maintain, at its own expense, all regulatory traffic signage, in accordance with the City's Municipal Addressing By-law 2014-78, as amended, for any private road within the area controlled by this Agreement and as shown on the approved Site Plan, referenced in Schedule "E" herein.
- (o) The Owner acknowledges and agrees it shall provide for, install and maintain, at its own expense, all temporary street name signs, in accordance with the City's Municipal Addressing By-law 2014-78, as amended, for any private road within the area controlled by this Agreement and the approved Site Plan, referenced in Schedule "E" herein.
- (p) The Owner acknowledges and agrees it shall, at its own expense, make arrangements for the City to provide, install, and maintain all permanent street name signs, in accordance with the City's Municipal Addressing By-law 2014-78, as amended, and to City Specifications or Standards.

29. Community Benefits Charge

The Owner acknowledges that the development is subject to payment of a Community Benefits Charge estimated to be \$100,000.00, payable at the time of building permit issuance, calculated in accordance with the Community Benefits Charge By-law 2022-307 (as amended from time to time) and the *Planning Act* (the "CBC Estimate").

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

Should the first building permit not be issued within twenty-four months, an updated valuation of the land that is the subject of development or redevelopment will be provided by the City prior to building permit issuance, or earlier if requested by the Owner. The Owner further acknowledges that if the land area shown in any subsequent building permit application(s) as being subject to development or redevelopment differs from the land area shown in the Site Plan as being subject to development or redevelopment, the above-indicated amount may be recalculated based on the land area shown in the building permit application(s).

30. Corner Sight Triangle

Prior to registration of this Agreement, the Owner acknowledges and agrees to convey to the City, at no cost to the City, an unencumbered corner sight triangle measuring 5 metres x 5 metres at the intersection of Bannermount Avenue and Pickering Place. The exact location and area of the corner sight triangle must be

determined by legal survey. The Owner shall provide a reference plan for registration, indicating the corner sight triangle, to the City Surveyor for review prior to its deposit in the Land Registry Office. Such reference plan must be tied to the Horizontal Control Network in accordance with the municipal requirements and guidelines for referencing legal surveys. The Owner acknowledges and agrees to provide an electronic copy of the Transfer and a copy of the deposited reference plan to the City Solicitor prior to the execution of this Agreement by the City. All costs shall be borne by the Owner.

December 8, 2025

Date



Geraldine Wildman

Manager, Development Review South,
Planning, Development and Building
Services Department

Enclosure: Site Plan Control Application approval – Supporting Information

SITE PLAN CONTROL APPROVAL APPLICATION SUPPORTING INFORMATION

File Number: D07-12-24-0077

SITE LOCATION

700 and 720 Bannermount Avenue (previously 25 Pickering Place and 1330 Avenue K), and as shown on Document 1.

SYNOPSIS OF APPLICATION

- The site is currently vacant and flat, after the 1960's commercial and light industrial buildings were demolished in 2024.
- The site is bordered by the main Ottawa Train Station to the south and west which contains surface parking, vehicular accesses for the train station and heavy rail tracks. The Tremblay, LRT, O-Train station is located approximately 250 metres (5 minute walk) west of the subject site. To the north are existing office buildings, Tremblay Road, Line 2 O-Train tracks, and Highway 417. East of the subject site are low-rise commercial and light industrial buildings constructed in the 1950's and 1960's.
- The proposal is for two mixed-use high-rise buildings of 28- and 14- storey towers on 4-storey podiums, at 700 and 720 Bannermount Avenue respectively. In total, the buildings will contain approximately 498 residential units ranging in size from studio to 3-bedrooms. Commercial space, with the opportunity for patios and pedestrian engagement are proposed for the ground floor. The buildings will be connected underground through a shared parking garage that is 3-storeys deep and will provide a total of 255 vehicular parking spaces (207 for residents and 48 visitor). There will also be 498 bicycle parking stalls. Access to the underground parking is proposed from Bannermount Avenue between the 2 buildings.
- The 28-storey building, located at the westerly edge of the site and closest to the Train Station is designed with aluminium panel, strong masonry piers and triple height window openings to pay homage to the Train Station. The 14-storey building has been designed with a finer grain of detailing to create the impression that the building is smaller and to provide an interesting visual for pedestrians. The building has also been designed to allow as much daylight to the future City park which will be located on the north side of Bannermount Avenue in the future.

Residential Units and Types

Dwelling Type	Number of Units
Apartment	498

Related Applications

The following application is related to this proposed development:

- Registered Plan of Subdivision D07-16-20-0020

DECISION AND RATIONALE

This application is approved for the following reasons:

- The site is within the “Transit-Oriented Development (TOD) Plans for Lees, Hurdman, Tremblay, St. Laurent and Cyrville and Blair”. The Tremblay TOD plan envisions the subject lands to be mixed use development with active frontages, with building heights up to 30-storeys. Pedestrian and cycling connections are to be safe and well-designed to encourage their use. The area is also scheduled for additional greenery along the streets and through the use of Privately Owned Public Space (POPS).
- The proposal is in conformity with Zoning of Transit Oriented Development Zone, Subzone 3, Exception [2836], Schedule 468 (TD3 [2836] S468). This zone is designed to accommodate a wide range of transit supportive uses with high density to promote multiple modes of transportation.
- The noise and vibration conditions of approval are a result of several Case Management Conferences with the Ontario Land Tribunal (OLT) to resolve concerns by Via Rail.
- The proposed site design represents good planning as it will provide high density housing near transit. The site has been planned to provide pedestrian connections and provides the opportunity for commercial, and retail uses to animate the street and support the new residents as well as those using the Ottawa train and O-Train stations. The buildings have been designed to respect the existing and planned context and incorporate the recommendations from the noise and vibration study into the development.

PARKLAND DEDICATION

Parkland dedication, in accordance with By-law 2022-280, was previously satisfied through the related plan of subdivision approval - D07-16-20-0020.

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 June 7, 2024.

The panel's recommendations from the formal review meeting are:

Key Recommendations

- The Panel suggests the proponent's further study and enhance the relationship

of Lot A and (future) Lot F to Pickering Place and the train station, and recommends creating a publicly active and facing condition along the street which includes removing the servicing/parking entrance from the western edge of the property.

- The Panel strongly recommends relocating and consolidating the servicing/parking entrance elsewhere on the site. Suggestions include exploration of a servicing/parking entrance along the south property line with a laneway condition, exploring possibilities at the east side of Lot B, or between Lot A and Lot B where the POPS is currently located.
- The Panel recommends providing far more public uses along Pickering Place, including extending the commercial space.
- The Panel recommends developing and bolstering robust pedestrian connection(s) to the train station and LRT, along with strong public realm enhancements along the western edge.
- The Panel strongly supports the massing and heights of the podiums and towers, particularly appreciating the 15-storey height of Lot B which reduces shadows on the park space.

The Panel strongly supports the recognition of the train station's heritage international style in the architectural expression, but recommends relating to the heritage of the train station more through the architectural expression of the podium, rather than that of the tower. The Panel suggests using materials that relate and are typical of the international style, especially in the podium(s).

- The Panel has concerns with the white truss expression along the west elevation of the Lot A tower, and recommends forgoing the angular expression in favour of an understated elegance to the tower architecture.
- The Panel has concerns with the white frame/hood on the eastern portion of Lot B appearing too thick and heavy, and recommends lightening up the tower expression.
- The Panel strongly recommends letting the train station be the bold gesture in this setting/locale, and therefore suggests pursuing stronger expressions in the podiums—drawing on the international style—and very light expressions in the towers. This dynamic of strong bases and light towers would foster a positive relationship to the train station architecture and historic nature of the setting, while letting the train station speak for itself.

Site Design & Public Realm

- The Panel appreciates the overall 'look and feel' of the proposed development.
- The Panel appreciates the provision of commercial space at the northwest corner of Lot A and Lot B. Consider extending the commercial space(s) as much as possible along Bannermount Avenue.
- The Panel has serious concerns with the location of the parking ramp and garbage loading/servicing, and recommends relocating it to the south side of the buildings or, possibly, as a consolidated ramp at the east side of Lot B.
- The Panel has concerns with the loading and parking ramp appearing quite dominant on the west elevation which faces directly toward the heritage train station and LRT. Explore a more appropriate location for the loading and parking entrance, and consider consolidating them with the adjacent sites when possible. While the general advice is to avoid having a 'back of house' condition, this site

might warrant considering a 'back of house' condition along the south property line to locate the parking and servicing.

- The Panel supports the successful placement of the parkland dedication within the overall site.

- The Panel strongly recommends strengthening the at-grade relationship along the western property line, especially strengthening the pedestrian connection between the commercial uses of Lot A/Bannermount Avenue and the train station/LRT station. Consider the opportunity for a highly used commercial space and 'destination' POPS along the west side of Lot A.

The Panel suggests Lot A and (future) Lot F should frame the landmark nature of the train station, and recommends improving the relationship with the west property line along Pickering Place and employing a strong human-scaled architecture with subtle/light towers.

- The Panel insists on the importance of having the ground floors of Lot A and Lot F turn toward Pickering Place as much as possible to form a gateway, and relating them to the train station. The public realm along Pickering Place will be extremely important in the ultimate success of this development. Consider wider sidewalks on both sides of Pickering Place, and enhancing the streetscape experience along Pickering Place and throughout the site with strong connections to the train station and LRT.

- The Panel suggests there should be a specific and unique response and articulation to Pickering Place that would be different than that along Bannermount Avenue.

Sustainability

- The Panel recommends further study and commitment be given to the environmental sustainability of the site as a whole and to the individual lots.

Built Form & Architecture

- The Panel appreciates the human scale of the proposed 4-storey podiums.
- The Panel supports the proposed building heights and locations, particularly appreciating the lower height of Lot B to reduce the shadowing of the public park.
- The Panel advises that a quieter architecture and stronger landscapes and streetscapes will create a positive 'play' between the train station and this building.

- The Panel has concerns with the vertical white trusses along the west elevation of Lot A being too overbearing on the heritage architecture of the train station. For Lot A, the Panel recommends a more restrained elegance to the tower expression and a dark-toned (black aluminum) podium in the international style, in order to compliment the heritage elements of the train station more appropriately.

- The Panel recommends strengthening the visual link to the train station in the podium portion of Lot A rather than in the tower, and recommends the tower take on a quieter and less contrived architectural expression.

- The Panel advises that a cohesive 4-storey podium in a black aluminum material would be enough to appropriately complement the heritage train station, and suggests the proponents could add canopies and cantilevers that subtly punctuate the residential entrances to further the homage to the train station.

- The Panel advises that an elegantly designed tower that is consistent with the material and colour of the train station would suffice without the need for structural expression, however the Panel also offered various suggestions in which the structural expression of the train station could be more subtly incorporated in the tower design:
 - 1) Consider including elements of the train station's structural expression in the podium, or as a horizontal expression in the tower. Horizontal structural bracing mid-tower or tower-top can increase the stiffness of the tower and potentially reduce the use of concrete and carbon.
 - 2) Another approach could be to use the structural expression in the treatment of balconies, considering more tactile treatments for the balconies.
- The Panel has concerns with the white hood/frame element on the east side of Lot B appearing too thick and heavy (p.25 foreground), and recommends further design development of that element to lighten it up.
- The Panel has concerns with the proposed at-grade units of Lot B facing south toward the parking lot, and recommends more consideration be given to the at grade uses along the south side of the property, considering that the parking lot is fairly permanent.
- The Panel recommends exploring the relationship of the site and buildings with the heritage train station beyond the truss expression. Consider drawing on the spirit of the international style and the very specific sensibility to the ground plane in that style. For inspiration, consider how Mies van der Rohe would address the site.
- The Panel appreciates the overall direction of the architecture with regard to clean lines and simple expression, and recommends furthering that concept with study of the international style.

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

1. The parking garage access, garbage/loading areas were relocated off Bannermount Avenue to allow commercial space to locate in this highly visible location.
2. The at-grade relationship between the train and O-Train station has been improved by revising the masonry piers to create a more open and welcoming elevation.
3. The public realm areas along Pickering Place and Bannermount was improved.
4. The colour of some of the materiality has been revised from light to dark to provide a more elegant expression.

ROAD MODIFICATIONS

None

CONSULTATION DETAILS

Councillor's Comments

Councillor Marty Carr was aware of the application related to this report. Councillor has concurred with the proposed conditions of approval and is in support of the application.

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

VIA Rail had several concerns with the associated subdivision and this development and potential negative impacts on Via Rail operations. The concerns mostly related to potential noise complaints from new residents, as well as potential negative impacts to Via Rail operations from an increase to non-rail customer related vehicular and pedestrian traffic, and disruption to servicing. Those issues were resolved through numerous Case Management Conferences with the Ontario Land Tribunal (OLT).

Advisory Committee Comments

N/A

APPLICATION PROCESS TIMELINE STATUS

This Site Plan application was not processed by the On Time Decision Date. The Council approved timeline has/has not been met due to the timing of the registration of the associated subdivision agreement.

Contact: Tracey Scaramozzino Tel: 613-325-6976, or e-mail: tracey.scaramozzino@ottawa.ca



D07-12-24-0077

24-0992-R

I:\CO\2024\Site\Pickering_25

©Parcel data is owned by Terranet Enterprises Inc. and its suppliers
All rights reserved. May not be produced without permission.
THIS IS NOT A PLAN OF SURVEY

©Les données de parcelles appartiennent à Terranet Enterprises Inc. et
à ses fournisseurs. Tous droits réservés. Ne peut être reproduit sans
autorisation. CECI N'EST PAS UN PLAN D'ARPENTAGE

REVISION / RÉVISION - 2024 / 09 / 11

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



25 pl. Pickering Pl.



NOT TO SCALE