



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

Site Location: 1509 Merivale Road

File No.: D07-12-21-0233

Date of Application: December 23, 2021

This SITE PLAN CONTROL application submitted by Fotenn Consultants Inc., on behalf of SEC 1509-1531 Merivale, is APPROVED as shown on the following plan(s):

1. **Site Plan**, SP-1, prepared by Roderick Lahey Architects Inc., dated 03/10/2019, revision 17 dated 02 05 2024.
2. **Landscape Plan**, Dwg – 18657 (L1), prepared by GJA Inc. dated October 2021, revision 4 dated 2023 11 30.
3. **Building Elevations**, A-105, prepared by Roderick Lahey Architects Inc., dated 2019-03/10, revision 12 dated 2024/05/02.
4. **Building Elevations**, A-106, prepared by Roderick Lahey Architects Inc., dated 2019-03/10, revision 12 dated 2024/05/02.
5. **Building Elevations**, A-107, prepared by Roderick Lahey Architects Inc., dated 2019-03/10, revision 12 dated 2024/05/02.
6. **Building Elevations**, A-108, prepared by Roderick Lahey Architects Inc., dated 2019-03/10, revision 12 dated 2024/05/02.
7. **Building Elevations**, A-109, prepared by Roderick Lahey Architects Inc., dated 2019-03/10, revision 12 dated 2024/05/02.
8. **General Notes**, C001, prepared by LRL Associates., dated 23 Dec 2021, revised 07 dated 26 Aug 2024.
9. **Erosion and Sediment Control Plan**, C101, prepared by LRL Associates., dated 23 Dec 2021, revision 07 dated 26 Aug 2024.
10. **Grading and Drainage Plan**, C301, prepared by LRL Associates., dated 23 Dec 2021, revision 07 dated 26 Aug 2024.
11. **Servicing Plan**, C301, prepared by LRL Associates., dated 23 Dec 2021, revision 07 dated 26 Aug 2024.
12. **Profile Plan – Sanitary Extension**, C501, prepared by LRL Associates., dated 23 Dec 2021, revision 07 dated 26 Aug 2024.
13. **Stormwater Management Plan**, C601, prepared by LRL Associates., dated 23 Dec 2021, revision 07 dated 26 Aug 2024.
14. **Pre-Development Watershed Plan**, C701, prepared by LRL Associates., dated 23 Dec 2021, revision 07 dated 26 Aug 2024.

15. **Post- Development Watershed Plan**, C702, prepared by LRL Associates., dated 23 Dec 2021, revision 07 dated 26 Aug 2024.
16. **Construction Detail Plan**, C901, prepared by LRL Associates., dated 23 Dec 2021, revision 07 dated 26 Aug 2024.
17. **Mechanical Cistern Detail**, M1, prepared by Goodkey Weedmark Consulting Engineers, dated 2024-03-22, revision 2 dated 2024-08-13.

And as detailed in the following report(s):

1. **Stormwater Management and Servicing Report**, prepared by LRL Associates, dated December 23rd 2021, revised May 23, 2024.
2. **Transportation Impact Assessment**, prepared by CGH Transportation Inc., dated April 2023.
3. **Tree Conservation Report**, prepared by LRL Associates, dated January 19, 2023.
4. **Pedestrian Level Wind Study**, prepared by Gradient Wind, dated December 21, 2021.
5. **Roadway Traffic Noise Assessment**, prepared by Gradient Wind, dated December 17, 2021.
6. **Phase Two Environmental Site Assessment Updated**, prepared by Exp., dated April 13, 2020.
7. **Phase One Environmental Site Assessment Update**, prepared by Exp., dated March 24, 2020.
8. **Geotechnical Investigation**, prepared by Paterson Group, dated May 7, 2021.

And subject to the following Requirements, 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.

Special Conditions

10. **Professional Engineering Inspection**

The Owner shall have competent Professional Engineering inspection personnel on-site during the period of construction, to supervise the Works, and the General Manager, Planning, Real Estate and Economic Development, shall have the right at all times to inspect the installation of the Works. The Owner acknowledges and agrees that should it be found in the sole opinion of the General Manager, Planning, Real Estate and Economic Development, that such personnel are not on-site or are incompetent in the performance of their duties, or that the said Works are not being carried out in accordance with the approved plans or specifications and in accordance with good engineering practice, then the General Manager, Planning, Real Estate and Economic Development, may order all Work in the project to be stopped, altered, retested or changed to the satisfaction of the General Manager, Planning, Real Estate and Economic Development.

11. **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.

12. **Transit Pad**

The Owner shall locate, design and construct, at no cost to the City, paved transit a 2.2 metre by 5.8 metre concrete shelter pads to the specifications of the City.

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

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

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

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

Type D – Central Air Conditioning

“The purchaser/lessee for themselves, their heirs, executors, administrators, successors and assigns, acknowledges being advised that this dwelling unit has been supplied with a central air conditioning system which will allow windows and exterior doors to remain closed, thereby ensuring that the indoor sound levels are within the City of Ottawa’s and the Ministry of the Environment, Conservation and Parks’ noise criteria.”

Airport Warnings

Purchasers/building occupants are forewarned that this property/dwelling unit is located in a noise sensitive area due to its proximity to Ottawa Macdonald-Cartier International Airport. Purchaser/building occupant is further advised that the Airport is open and operates 24 hours a day, and that changes to procedures operations or expansion of the airport facilities will have direct impact on this property. Neither the Ottawa Macdonald-Cartier International Airport Authority nor the City of Ottawa will not be liable if, regardless of the implementation of noise control features, the purchaser/occupant of this dwelling finds that the noise levels due to aircraft operations continue to be of concern or are offensive.

The Ottawa International Airport Zoning Regulations (AZR) prohibits any owner or lessee of land within the limits of the bird hazard zone from any activity or use that may attract birds that may create a hazard to aviation safety. The landscape plan implemented should not include plant/tree species deemed to attract birds and or listed on Transport Canada’s list C.4 Ornamental Trees and Shrubs Attractive to Birds.

“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.”

15. **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 Multi-Storey Buildings, 1509 Merivale Road prepared by Paterson Group dated May 7, 2021 (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.

16. **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.

Based on the findings of the Phase Two Environmental Site Assessment, including monitoring wells located adjacent to Kerry Crescent, there is a strong likelihood that groundwater contamination has migrated into the City right-of-way. A building permit may be issued, at the sole discretion of the Chief Building Official, on a phased basis where:

- a. The Owner has entered into an Off-Site Management Agreement with the City;
or
- b. The Owner has completed remediation work within the Kerry Crescent right-of-way to the satisfaction of the General Manager, Planning, Development and Building Services.

17. **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. The Owner acknowledges and agrees to complete a Request to Discharge application to the Sewer Use Program at sup-pue@ottawa.ca. 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.

18. **Protection of City Sewers**

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

- (i) provide the General Manager, Planning, Development and Building Services with the engineering report from a Professional Engineer, licensed in the Province of Ontario, which report shall outline the impact of the proposed building's footing, foundation walls, servicing laterals, and sewer works, on the City storm and sanitary sewer systems, that crosses Merivale Road frontage (the "City Storm and Sanitary Sewer Systems") and the impact of the existing City Storm and Sanitary Sewer Systems on the building's footing and foundation walls;
- (ii) obtain a legal survey acceptable to the General Manager, Planning, Development and Building Services and the City's Surveyor, showing the existing City Storm and Sanitary Sewer Systems within Merivale

Road and the location of the proposed building and its footings in relation to the City Storm and Sanitary Sewer Systems;

- (iii) obtain a video inspection of the City Storm and Sanitary Sewer Systems within Merivale Road prior to any construction to determine the condition of the existing City Storm and Sanitary Sewer Systems 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:

- (iv) obtain a video inspection of the existing City Storm and Sanitary Sewer Systems within Merivale Road to determine if the City Storm and Sanitary Sewer Systems sustained any damages as a result of construction on the lands; and
- (v) assume all liability for any damages caused to the City Storm and Sanitary Sewer Systems within Merivale Road and compensate the City for the full amount of any required repairs to the City Sewer System.

19. **Protection of City Watermain**

The Owner acknowledges and agrees that any damage to the Merivale Road watermain as a result of the Merivale Road sanitary sewer extension works or any works related to this agreement, shall be repaired immediately and to the satisfaction of the General Manager, Infrastructure and Water Services. The Owner acknowledges and agrees repairs shall be at the cost of the Owner and no costs shall be borne by the City.

20. **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.

21. **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.

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

The Owner acknowledges and agrees to install and maintain in good working order the required roof-top and in-ground stormwater inlet control devices and pumps, as recommended in the approved Stormwater Management and Servicing 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.

23. **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 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.

24. **Off-site Contaminants**

The Owner agrees to, within six months of registration of the Site Plan Agreement, enter into an Off-Site Contaminants Agreement with the City to address the City’s concerns with respect to the off-site contaminants from the subject lands. The Owner acknowledges and agrees that no securities shall be released until such time as the Off-Site Contaminants Agreement has been fully executed by the Owner and the City, to the satisfaction of the City Solicitor, Legal Services.

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

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

- (a) a certificate of conformance and As-built Drawings have been received from a Professional Engineer, licensed in the Province of Ontario, certifying that all required inlet control devices have been properly installed to City Standards or Specifications, and that the storm sewer system has been installed in accordance with the approved engineering drawings for site

development and City Sewer Design Guidelines. The inlet control devices shall be free of any debris; or

- (b) a flow limiting orifice plate, designed by a Professional Engineer licensed in the Province of Ontario and to the satisfaction of the City, has been installed at the storm water outlet prior to connecting any upstream storm sewers. Such orifice plate shall not be removed until subsection (a) above has been satisfied and approved by the General Manager, Planning, Development and Building Services.

26. **Leak Survey**

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

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

27. **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.

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 Merivale Road and Kerry Crescent rights-of-way, as shown on the approved Landscape Plan referenced in Schedule "E" herein, including all plant and landscaping material (except municipal trees), and pathway. The Maintenance and Liability Agreement shall be registered on title, at the Owner's expense, immediately after the registration of this Agreement. The Owner shall assume all maintenance and replacement responsibilities in perpetuity.

29. **Phasing**

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

30. **Waste Collection**

(a) **Residential Units (Garbage and Organic Waste)**

The Owner acknowledges and agrees that residential cart (and/or container) garbage, 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/ organic waste storage room or area suitable for garbage/ organic waste collection vehicles. Any additional services (i.e. winching of containers) may result in extra charges. The Owner acknowledges and agrees to design, construct and operate in conformance with the Solid Waste Bylaw (2024-453) to maintain eligibility for containerized collection.

(b) **Residential Units (Recycling)**

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

31. **Parkland Dedication**

The Owner acknowledges and agrees that the conveyance requirement to the City is 889.60 square metres.

The Owner covenants and agrees that the conveyance requirement has been calculated at the rate set out below in accordance with the Parkland Dedication By-law, being By-law No. 2022-280, as amended:

For cash-in-lieu of conveyance of parkland (residential > 18 units/net ha):

- i. one hectare per 1,000 net residential units but shall not exceed a maximum of 10% of the gross land area where less than or equal to five hectares.

Conveyance Requirement Table

Gross Land Area (GLA)	8896 sq.m	
Net gain in residential units	202	
Development Type	Calculation	Conveyance Requirement (m ²)
Residential > 18 units/net hectare	202 units @ 1:1000 (2020 m ²), not to exceed 10% of gross land area (889.60 m ²)	889.60 m ²
Total Conveyance Requirement		889.60 m ²

32. **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 9 funds. The Owner shall also pay the parkland appraisal fee of \$820.00 plus H.S.T. of \$106.60, as referenced in Schedule "B" herein.

33. **Community Benefits Charge**

The Owner acknowledges that a Community Benefits Charge (CBC) will be payable on the subject development, in accordance with By-law 2022-307, as currently enacted. Notwithstanding the requirement to pay CBC at the issuance of the first building permit for each phase of development, the City and the Owner agree that the Owner may defer payment of CBC for all phases other than the final phase

(requiring a building permit) of the subject development. CBC for all phases of the subject development shall be paid immediately prior to issuance of the last building permit for the final phase of the development, or by September 1, 2027, whichever is later (the "CBC Deadline"). For greater clarity: in the event that amendments are ordered to the said By-law by the Ontario Land Tribunal pursuant to currently-pending appeals, or the said By-law is amended by City Council, and the said amendments have the effect of exempting or reducing the CBC owing for one or more phases of the development, the Owner shall only be obligated to pay the CBC calculated (if any) in accordance with the By-law as so amended on the CBC Deadline.

34. **Road Widening**

Prior to registration of this Agreement, the Owner acknowledges and agrees to convey to the City, at no cost to the City, an unencumbered road widening across the complete Merivale Road frontage of the lands, measuring 22.25 metres from the existing centreline of pavement/the 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 the execution of this Agreement by the City. All costs shall be borne by the Owner.

35. **Ottawa Macdonald-Cartier International Airport – Zoning Regulations**

The Owner acknowledges and agrees that the Ottawa Macdonald-Cartier International Airport Zoning Regulations (AZR) apply to temporary construction equipment, such as cranes. The Owner further acknowledges and agrees that if a crane is intended for use on the site, the Owner will notify Transport Canada in Toronto a minimum of ninety (90) days in advance to determine if it will cause a safety hazard to pilots maneuvering in the area.

36. **Ottawa Macdonald-Cartier International Airport – Bird Attractions**

The Owner acknowledges and agrees that there will not be any present or future action, nor development undertaken, that may result in any bird attraction conditions and therefore a hazard to aircraft flying in the area. The Owner further acknowledges and agrees to maintain the site in a clean state and that any litter on the lands will be removed expeditiously. The Owner acknowledges and agrees to provide enclosed garbage areas and covered containers.

The Owner acknowledges and agrees to only place on the lands plant/vegetation species that are not attractive as a food source to birds. If bird activity increases as a result of this development, the Owner shall be prepared to implement mitigation measures to address this operational hazard.

January 22, 2026

Date



Sean Moore
Manager, Development Review West,
Planning, Development and Building
Services Department

Enclosure: Site Plan Control Application approval – Supporting Information

SITE PLAN CONTROL APPROVAL APPLICATION SUPPORTING INFORMATION

File Number: D07-12-21-0233

SITE LOCATION

1509 Merivale Road.

SYNOPSIS OF APPLICATION

The site is located on the east side of Merivale Road, north of Capilano Drive and west of Kerry Crescent. The lot is currently developed with a two-storey strip mall fronting Merivale Road which would be demolished to facilitate the proposed development.

The applicant is proposing to construct a nine-storey residential apartment building with 202 units. The site will be accessed from Merivale Road and through a public laneway from Capilano Drive. The proposal includes 123 vehicle parking spaces in two storeys of underground parking and 202 bicycle parking spaces. The building is proposed to transition down to six storeys adjacent to Kerry Crescent.

The applicant has indicated that this Site Plan Control application is for the first of two phases planned for the subject property. The current approval is for phase one, with phase two being subject to a future site plan application.

Residential Units and Types

Dwelling Type	Number of Units
Apartment, mid-rise	202

DECISION AND RATIONALE

This application is approved for the following reasons:

- The proposal conforms to the policies set out in the Official Plan. The site is designated Mainstreet Corridor within the Outer Urban Transect. The Corridor designation applies to bands of land along specified streets whose planned function combines a higher density of development, a greater degree of mixed uses and a higher level of street transit service. The proposed nine storey residential development aligns with the Official Plan direction to allow mid and high-rise developments along the Mainstreet Corridor and helps to increase the City's housing supply.

- The proposal is in compliance with the Zoning By-Law. The site is currently zoned Arterial Mainstreet Subzone 10, which accommodate a broad range of uses and impose development standards that will promote intensification while ensuring that they are compatible with the surrounding uses.
- Conditions of approval are included in this report to ensure the proposed development is constructed in conformity with City policies and guidelines.
- The proposal represents appropriate design and site layout and 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 July 8th, 2022.

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

- The Panel believes the building is moving in the right direction, but more emphasis is needed on the two-storey datum. There is general panel support for a taller building in the next phase of development.
- The Panel believes more texture and colour blocking is needed as some portions of the building appear co-planar.
- The Panel expressed concerns with the ramp treatment off Kerry Crescent and would like to see a greater connection between the development and the neighbourhood. The Panel notes the condition facing Merivale Road requires more thought and development and the proponent should consider futureproofing the site for commercial uses.

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

- More landscaping provided to buffer existing residential homes and the proposed development.
- Minor refinement of building architectural expression.

CONSULTATION DETAILS

Councillor's Comments

Councillor Sean Devine has provided his concurrence for the conditions relating to this approval.

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.

APPLICATION PROCESS TIMELINE STATUS

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

Contact: Stream Shen Tel: 613-580-2424, ext. 24488 or e-mail:
stream.shen@ottawa.ca

Document 1 – Location Map

