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

Site Location: 2829 Dumaurier Avenue

File No.: D07-12-21-0110

Date of Application: July 20, 2021

This SITE PLAN CONTROL application submitted by Nico Church, Fotenn Consultants Inc., on behalf of Brigil, is APPROVED upon resolution of the conditions stated in this report

And the following plans are approved:

1. **Site Plan,** Sheet Number SP-1, prepared by Roderick Lahey Architect Inc., dated 06/11/20, revision 6 dated 27/03/26.
2. **Elevations,** Sheet Number A-05a, prepared by Roderick Lahey Architect Inc., dated 08.06.21, revision 6 dated 27.03.26.
3. **Elevations,** Sheet Number A-05b, prepared by Roderick Lahey Architect Inc., dated 08.06.21, revision 6 dated 27.03.26.
4. **Sections,** Sheet Number A-06, prepared by Roderick Lahey Architect Inc., dated 08.06.21, revision 6 dated 27.03.26.
5. **Overall Site Elevations,** Sheet Number A-11, prepared by Roderick Lahey Architect Inc., dated 08.06.21, revision 6 dated 27.03.26.
6. **Wind Section Diagrams,** Sheet Number A-06-b, prepared by Roderick Lahey Architect Inc., dated 08.06.21, revision 6 dated 27.03.26.
7. **Landscape Plan,** Drawing Number L1.01, prepared by Levstek Consultants Inc., dated MAR. 2021, revision 8 dated NOV.11/25.
8. **Level 5 Podium Landscape,** Drawing Number L1.02, prepared by Levstek Consultants Inc., dated MAR. 2021, revision 8 dated NOV.11/25.
9. **Landscape Details,** Drawing Number L2.01, prepared by Levstek Consultants Inc., dated MAR. 2021, revision 3 dated NOV.11/25.

10. **Erosion Control Plan and Detail Sheet,** Drawing Number EC/DS-1, prepared by Stantec Consulting Ltd., dated 21.02.17, revision 5 dated 25.11.13.

11. **Existing Conditions and Removals Plan,** Drawing Number EX-1, prepared by Stantec Consulting Ltd., dated 21.02.17, revision 5 dated 25.11.13.

12. **Grading Plan,** Drawing Number GP-1, prepared by Stantec Consulting Ltd., dated 21.02.17, revision 5 dated 25.11.13.

13. **Notes and Legend Plan,** Drawing Number NL-1, prepared by Stantec Consulting Ltd., dated 21.02.17, revision 5 dated 25.11.13.

14. **Plan and Profile – Dumaurier Avenue Sanitary Sewer Extension STA. 0+000 To STA.0+120,** Drawing Number PP-1, prepared by Stantec Consulting Ltd., dated 21.02.17, revision 5 dated 25.11.13.

15. **Sanitary Drainage Plan,** Drawing Number SA-1, prepared by Stantec Consulting Ltd., dated 21.02.17, revision 5 dated 25.11.13.

16. **Site Servicing Plan,** Drawing Number SSP-1, prepared by Stantec Consulting Ltd., dated 21.02.17, revision 5 dated 25.11.13.

17. **Storm Drainage Plan,** Drawing Number SD-1, prepared by Stantec Consulting Ltd., dated 21.02.17, revision 5 dated 25.11.13.

And as detailed in the following report(s):

1. **Servicing and Stormwater Management Report – 2829 Dumaurier Avenue,** prepared by Stantec Consulting Ltd., dated May 28, 2025.

2. **Roadway Traffic Noise Assessment 2829 Dumaurier Avenue Ottawa, Ontario,** prepared by Gradient Wind, dated May 14, 2024.

3. **2829 Dumaurier Avenue TIA Final Report,** prepared by Parsons, dated April 14, 2023.

4. **Impact Assessment of Adjacent Waste Disposal Site/Former Landfill Site Proposed Residential Development 2829 Dumaurier Avenue Ottawa, Ontario,** prepared by Lopers & Associates, dated April 6, 2021.

5. **Phase One Environmental Site Assessment 2829 Dumaurier Avenue Ottawa, Ontario,** prepared by Lopers & Associates, dated January 8, 2021.

6. **Phase Two Environmental Site Assessment 2829 Dumaurier Avenue Ottawa, Ontario,** prepared by Lopers & Associates, dated June 11, 2021.

7. **Geotechnical Investigation Proposed Hi-Rise Building 2829 DuMaurier Avenue Ottawa, Ontario,** prepared by Paterson Group, dated December 18, 2019.

8. **Pedestrian Level Wind Study 2829 Dumaurier Avenue Ottawa, Ontario,** prepared by Gradient Wind, dated April 2, 2024.

9. **Re: Pedestrian Level Wind Study Addendum 2829 Dumaurier Avenue,** Ottawa, ON Gradient Wind File 20-150, prepared by Gradient Wind, dated October 2024.

And subject to the following General and Special Conditions:

General Conditions

1. **Lapsing of Approval**

The Owner shall enter into this Site Plan Control Agreement, 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, 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.

11. **Asphalt Overlay**

Due to the number of road cut permits required to service this development, the Owner shall install an asphalt overlay over the total area of the public driving surface of Dumaurier Avenue, fronting the subject lands, as shown on the approved Grading Plan, referenced in Schedule "E" hereto. The overlay shall be carried out to the satisfaction of the General Manager, Planning, Development and Building Services. The Owner acknowledges and agrees that all costs are to be borne by the Owner.

12. **Private Approach Detail**

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

13. **Notice on Title – 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 themself, 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 Roadway Traffic Noise Assessment, referenced in Schedule "E" of this Agreement, as follows:

(a) this development is to be equipped with central air conditioning;

(b) 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;

(c) 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 themself 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.

16. **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 A – Increasing Roadway Traffic

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

Ending Paragraph

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

17. **Stationary Noise Study**

The Owner covenants and agrees that it shall retain the services of a professional engineer licensed in the Province of Ontario to undertake a Stationary Noise Study and acceptance of the report by the City is required prior to issuance of a building permit. The Owner further acknowledges and agrees that it shall provide the General Manager, Planning, Real Estate and Economic Development Department with confirmation issued by the professional engineer that the Owner has complied with all recommendations and provisions of the Stationary Noise Report, prior to building occupancy, which confirmation shall be to the satisfaction of the General Manager, Planning, Real Estate and Economic Development Department.

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 (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. **Geotechnical – Encroachments**

The Owner acknowledges and agree that the Geotechnical Investigation has recommended a method of shoring that may encroach onto the adjacent property or onto the City's Dumaurier Avenue right-of way. 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.

20. **Groundwater Management**

The Owner acknowledges and agrees to retain an environmental consultant to test groundwater to be removed from the site during and after redevelopment. If through further testing the groundwater samples are found to be contaminated, all contaminated groundwater must be removed, managed or treated in accordance with appropriate Ontario regulations and/or discharged in accordance with the City's Sewer Use By-law, being By-law No. 2025-94, as amended.

21. **Utility Circulation – Sanitary Sewer Extension**

Prior to the issuance of a Commence Work Notification, the Owner acknowledges and agrees to complete a Utility Circulation (UC) for works within the City's right-of-way along Dumaurier Avenue, as shown on the approved Plan and Profile – Dumaurier Avenue Sanitary Sewer Extension STA. 0+000 To STA.0+120, referenced in Schedule "E" herein, that include sanitary infrastructure that will ultimately be owned and operated by the City, to the satisfaction of the General Manager, Planning, Development and Building Services.

22. **Protection of City Sewers**

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

(i) provide the General Manager, Planning, Development and Building Services with the engineering report from a Professional Engineer, licensed in the Province of Ontario, which report shall outline the impact of the proposed building's footing and foundation walls, on the City sewer system, that crosses the Dumaurier Avenue frontages (the "City Sewer System") and the impact of the existing City Sewer System on the building's footing and foundation walls;

(ii) obtain a legal survey acceptable to the General Manager, Planning, Development and Building Services and the City's Surveyor, showing the existing City Sewer System within Dumaurier Avenue and the location of the proposed building and its footings in relation to the City Sewer System.

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

23. **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.

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, including but not limited to:

- a construction coefficient of 0.8

- all vertical openings and exterior vertical communications are properly protected in accordance with the National Building Code

- the automatic sprinkler protection system is designed and installed in accordance with the applicable NFPA Standards the water supply is standard for both the sprinkler system and fire department hose lines.

25. **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.

26. **Phase Two Environmental Site Assessment Addendum**

Prior to the issuance of a building permit, the Owner acknowledges and agrees that it shall have a qualified person, as defined by the Environmental Protection Act, R.S.O. 1990, c. E.19, as amended, complete an addendum to the approved Phase Two Environmental Site Assessment referenced in Schedule "E" herein following the completion of required remediation Works confirming that all soil and/or groundwater contamination on-site has been removed. The Owner further acknowledges that the addendum shall be completed in accordance with Ontario Regulation 153/04.

27. **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.

28. **Human Health and Ecological Risk Assessment**

Prior to the issuance of a building permit, the Owner acknowledges and agrees that it shall have a qualified person, as defined by the Environmental Protection Act,

R.S.O. 1990, c. E.19, as amended, complete a Human Health and Ecological Risk Assessment ("HHERA") following the completion of required remediation Works, should it be determined that not all contamination was able to be removed from the site. The Owner further acknowledges and agrees that the HHERA shall be completed in accordance with Ontario Regulation 153/04: Records of Site Condition – Part XV.1 of the Act and must demonstrate that there is no risk to future site users resulting from the proposed development, all of which shall be to the satisfaction of the General Manager, Planning, Development and Building Services.

29. **Adjacent Waste Disposal Site/Former Landfill Site Mitigation Measures**

The Owner acknowledges and agrees to implement the mitigation measures recommended in the approved Impact Assessment of Adjacent Disposal Site/Former Landfill Site, referenced in Schedule "E" of this Agreement, as follows:

(a) The perimeter of the building foundation is to be equipped with a vapour collection/extraction system;

(b) The interior of the building is to be fitted with a ventilation system;

(c) Methane gas concentrations to be periodically monitored during excavation, construction, and post construction; and,

(d) Upon completion of the development and prior to occupancy and/or final building inspection, a qualified person, as defined by the Environmental Protection Act, R.S.O. 1990, shall be retained to visit the lands and complete an evaluation of the remnant methane gas concentrations in the building and satisfy that the development has a safe indoor environment which is suitable for the proposed use.

30. **Notice on Title - Adjacent Waste Disposal Site/Former Landfill Site**

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 themself, their heirs, executors, administrators, successors and assigns, acknowledges being advised that a Waste Disposal Site/Former Landfill Site is within the vicinity of the subject lands and elevated methane gas levels have been recorded on the property requiring an on-going methane monitoring and mitigation by the owner. The purchaser/lessee further

acknowledges being advised that if, at some future date, the indoor methane gas concentrations exceed permissible levels, the City of Ottawa shall bear no responsibility, financial or otherwise, to provide solutions to the exceedance. All efforts and costs to remedy such exceedances in the building shall be the sole responsibility of the Owner."

"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."

31. **Water Plant**

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

32. **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.

33. **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.

34. **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.

35. **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 Dumaurier 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), concrete walkways, paver walkways. 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.

36. **Waste Collection**

(a) Residential Units

The Owner acknowledges and agrees that residential cart (and/or container) garbage, 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.

(b) Non-residential / Commercial Units

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.

37. **Parkland Dedication**

(a) The Owner acknowledges and agrees that the conveyance requirement to the City is 417.54 square metres.

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

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

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.

(ii) For conveyance of parkland, cash-in-lieu of conveyance parkland, or combination thereof:

i. 2% of the gross land area (commercial & industrial uses).

(iii) Where land is developed for a mix of uses within a building, the conveyance requirement shall be the cumulative sum for each use, as calculated using the applicable rate prorated proportionally to the gross floor area allocated to each use.

Conveyance Requirement Table

Gross Land Area (GLA)	4,195.2 m^2		
Net gain in residential units	407 units		
Total Gross Floor Area (GFA)	30,933.9 m^2 Residential: 30, 733.9 m^2 / Commercial: 200 m^2		
Proportion of GFA allocated to each use	Residential	99.4%	
	Commercial	0.6%	
Development Type	**Calculation**	**% of GFA allocated to use**	**Conveyance Requirement (m^2)**
Residential >18 units/net hectare	407 units @ 1ha per 1000 net residential unit conveyance of land (4070m2), not to exceed 10% of the gross land area for site <5ha (419.5m2)	99.4%	417 m^2
Commercial	2% of Gross Land Area	0.6%	0.54 m^2
	Total Conveyance Requirement		417.54 m^2

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

(a) Prior to issuance of first occupancy permit for residential occupancies, and at building permit issuance for non-residential occupancies, 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 (Account 830015), and 60% shall be directed to Ward 7 Account Number 830296 .

(b) 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.

39. **Community Benefits Charge**

The Owner acknowledges that the development is subject to payment of a Community Benefits Charge payable prior to 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*.

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

40. **Public Access Easement**

Prior to the registration of this Agreement, the Owner shall grant to the City, at no cost to the City, an unencumbered 3.0 metre easement for public access along entire length of the southern property line, as shown on the approved Site Plan referenced in Schedule "E" hereto, if applicable, to the satisfaction of the City. The Owner shall provide a Reference Plan for registration, indicating the Public Access easement, to the City Surveyor for review and approval prior to its deposit in the Land Registry Office. Such reference plan must be tied to the Horizontal Control Network in accordance with the municipal requirements and guidelines for referencing legal surveys. The Owner acknowledges and agrees to provide an electronic copy of the Transfer and a copy of the deposited reference plan to the City Solicitor prior to registration of the easement. All costs shall be borne by the Owner.

41. **Pinecrest Sanitary Capacity Constraints**

The Owner acknowledges and agrees to having been advised of sanitary servicing capacity constraints in the Pinecrest Area where the subject lands are located. The Owner further acknowledges and agrees that the City of Ottawa does not guarantee that an extension to the Site Plan approval will be granted in the event that sanitary servicing capacity in the Pinecrest Area is no longer available following the three (3) year time period specified in Section 41(7.2) of the *Planning Act, R.S.O. 1990, c. P.13.*

42. **Existing Private Easement - 1085 Grenon Avenue**

The Owner acknowledges and agrees that there are existing private easements on the north side of the subject lands registered as Instrument Number NS87431 in favour of the owners of 1085 Grenon Avenue (the "Benefitting Lands"). The Owner further acknowledges and agrees that Site Plan Approval herein does not constitute approval to impede or obstruct the access or servicing of the Benefitting Lands, and

that it is the Owner's sole responsibility to notify and obtain approval from the owners of the Benefitting Lands under the easement of any act that may impact or impede the rights under the said easement.

43. **Existing Infrastructure - 2865 Dumaurier Avenue**

The Owner acknowledges and agrees to obtain written confirmation from the Owners of 2865 Dumaurier Avenue for the modification or re-location of any private services located on the subject lands that may be required to permit the proposed onsite works. The above noted written confirmation shall be provided prior to the issuance of a building permit or commence work notification and shall be to the satisfaction of the General Manager, Planning, Development, and Building Services.

44. **Registered Rights-of-Way/Easements – 2865 Dumaurier Avenue**

The Owner acknowledges and agrees that portions of the property are subject to and together with rights-of-ways as described in Instruments NS106448, N502320, and LT1345806, also benefitting 2865 Dumaurier Avenue. The Owner further acknowledges and agrees that Site Plan Approval herein does not constitute approval to impede or obstruct the access or servicing of the Benefitting Lands, and that it is the Owner's sole responsibility to notify and obtain approval from the owners of the Benefitting Lands under the easement of any act that may impact or impede the rights under the said easement.

MAY 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: D07-12-21-0110

SITE LOCATION

2829 Dumaurier Avenue, and as shown on Document 1.

SYNOPSIS OF APPLICATION

The subject site is located along the west side of Dumaurier Avenue, north of the intersection between Ramsey Crescent and Dumaurier Avenue. The site measures approximately 4,195.2 square metres and has approximately 70.35 metres of frontage along Dumaurier Avenue. The site is occupied by a portion of a single storey commercial building.

Surrounding land uses include the remainder of the single storey commercial building on separate parcels immediately to the south; low-rise residential communities, the Transitway and Highway 417 further south; Dumaurier Park to the east; Pinecrest Station and the future Pinecrest Light Rail Transit (LRT) Station further to the southeast; a high-rise mixed-use building, Ruth Wildgen Park, and low-rise residential communities to the west; an office building, a school, and a church to the north; and, low-rise residential communities further north.

The proposed development includes the construction of a 40-storey mixed-use building containing 407 residential dwellings units and 200 square metres of ground-floor commercial space. The proposed building has a four-storey podium and building step backs at the 5th and 39th storeys. A mix of unit types are proposed, including 240 one-bedroom units, 161 two-bedroom units, and six three-bedroom units. A total of 204 motor vehicle parking spaces are provided, including 174 for residents with the remainder being allocated for visitor and commercial users. Most spaces are in an underground parking accessed at the rear of the site; however, there are also six spaces in a surface parking area for visitors. A total of 314 bicycle parking spaces are provided, including 304 interior spaces and 10 outdoor spaces.

The existing sanitary sewer located within the Dumaurier Avenue right-of-way is to be extended as part of the proposed development. An existing sanitary sewer and private watermain running through the north end of the site, currently servicing the Ottawa Boys and Girls Club and Ruth Wildgen Park, located at 1085 and 1099 Grenon Avenue, respectively, are to be relocated outside of the subject site to allow for the development of the proposed building.

Residential Units and Types

Dwelling Type	Number of Units
Apartment	407

Related Applications

The following applications are related to this proposed development:

- Zoning By-law Amendment – D02-02-21-0069

DECISION AND RATIONALE

This application is approved for the following reasons:

- The proposal conforms to the applicable Official Plan policies, including the Pinecrest and Queensview Stations Secondary Plan.
- The proposal is in compliance with all applicable zoning provisions including the provisions of the MC[3006] S506 (Mixed Use Centre, Urban Exception 3006, Schedule 506) zoning.

- An Impact Assessment of Adjacent Waste Disposal Site/Former Landfill Site was submitted in support of the application as environmental research completed as part of the associated Phase I Environmental Site Assessment identified that the northeast portion of the site was previously occupied by a waste disposal site (Pinecrest Landfill Site) and as a result there were several potential environmental concerns with the site, including remnant methane gas originating from the former waste disposal site. The report includes several recommendations related to risk mitigation during construction and monitoring following construction. Condition 29 (Adjacent Waste Disposal Site/Former Landfill Site Mitigation Measures) has been included to ensure the Owner implements the recommendations of the report. Condition 30 (Notice on Title - Adjacent Waste Disposal Site/Former Landfill Site) has been included to ensure that all occupants are made aware of the former use of the site and associated on-going mitigation and monitoring activities being conducted by the Owner.

- Condition 41 (Pinecrest Sanitary Capacity Constraints) has been included to address on-going sanitary capacity constraints in the area surrounding the subject site. Should the applicant not proceed with the development prior to the approval lapsing (3 years), the City of Ottawa does not guarantee that there will be sanitary capacity available for the development at that time.

- The abutting property to the north, 1085 Grenon Avenue, is currently serviced by an existing sanitary sewer and private watermain that encroaches into the subject site and is required to be relocated for the site to be developed as currently proposed. As the existing infrastructure is located lands subject to an easement in favour of 1085 Grenon Avenue, Condition 42 (Existing Private Easement - 1085

Grenon Avenue) has been included to ensure that the Owner obtains permission from the easement holder prior to any works commencing within the easement lands.

- Changes to existing private infrastructure on 2865 Dumaurier Avenue are also proposed as part of the development. Condition 43 (Existing Infrastructure - 2865 Dumaurier Avenue) has been included to ensure that the Owner obtains permission from the Owner of 2865 Dumaurier Avenue prior to commencing any works on private property outside of the subject property.

- There are existing circulation easements on the subject property in favour of the abutting properties to the south, 2865 Dumaurier Avenue, which may be impacted by the proposed development. Conditions 44 (Registered Rights-of-Way/Easements – 2865 Dumaurier Avenue) has been included to ensure that that the Owner obtains permission from the easement holder prior to commencing any works within the easement lands.

- All technical issues have been resolved to the satisfaction of the City, through approved drawings or inclusion of conditions.
- Conditions of approval have been included to ensure the proposed development conforms to City policies and guidelines.
- The proposed site design 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 8, 2023.

The panel’s recommendations from the formal review meeting can be reviewed in Document 2 of this report.

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

- Asphalt use has been limited to driveway and parking areas only, and terraces provided at the ground level facing Dumaurier Avenue for commercial and residential amenity areas.

- Porte-cochere (i.e., covering structure over the vehicle lay-by) has been removed.

- Massing of podium and tower shifted further north to address concerns regarding vehicular circulation and maneuvering on the site due to concentration of functions in southern portion of the site (driveway, main entrance, etc.).

- Podium height reduced to four storeys to create a more low-rise/townhouse scale to residential portions of the podium.

- Rear facade of the proposed building designed to ensure that a “backside” will not be evident in the architectural expression.

- Podium design updated to reflect the curvature of Dumaurier Avenue.

- Portion of parking garage ramp has been located below grade (covered) to reduce the footprint of the asphalt surfaces and direct cars into the underground parking more quickly.

- Additional trees have been proposed in the Dumaurier Avenue right-of-way, where soil volumes allow. Seven large canopy trees are proposed to be planted.

CONSULTATION DETAILS

Councillor’s Comments

Councillor Theresa Kavanagh was aware of the application related to this report. Councillor has concurred with the proposed conditions of 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.

Technical Agency/Public Body Comments

Hydro Ottawa

The applicant was provided comments from Hydro Ottawa, which are to be addressed directly with Hydro Ottawa.

Enbridge Gas Inc.

The applicant was provided comments from Enbridge Gas Inc., which are to be addressed directly with Enbridge Gas Inc.

Advisory Committee Comments

Summary of Comments – Advisory Committees

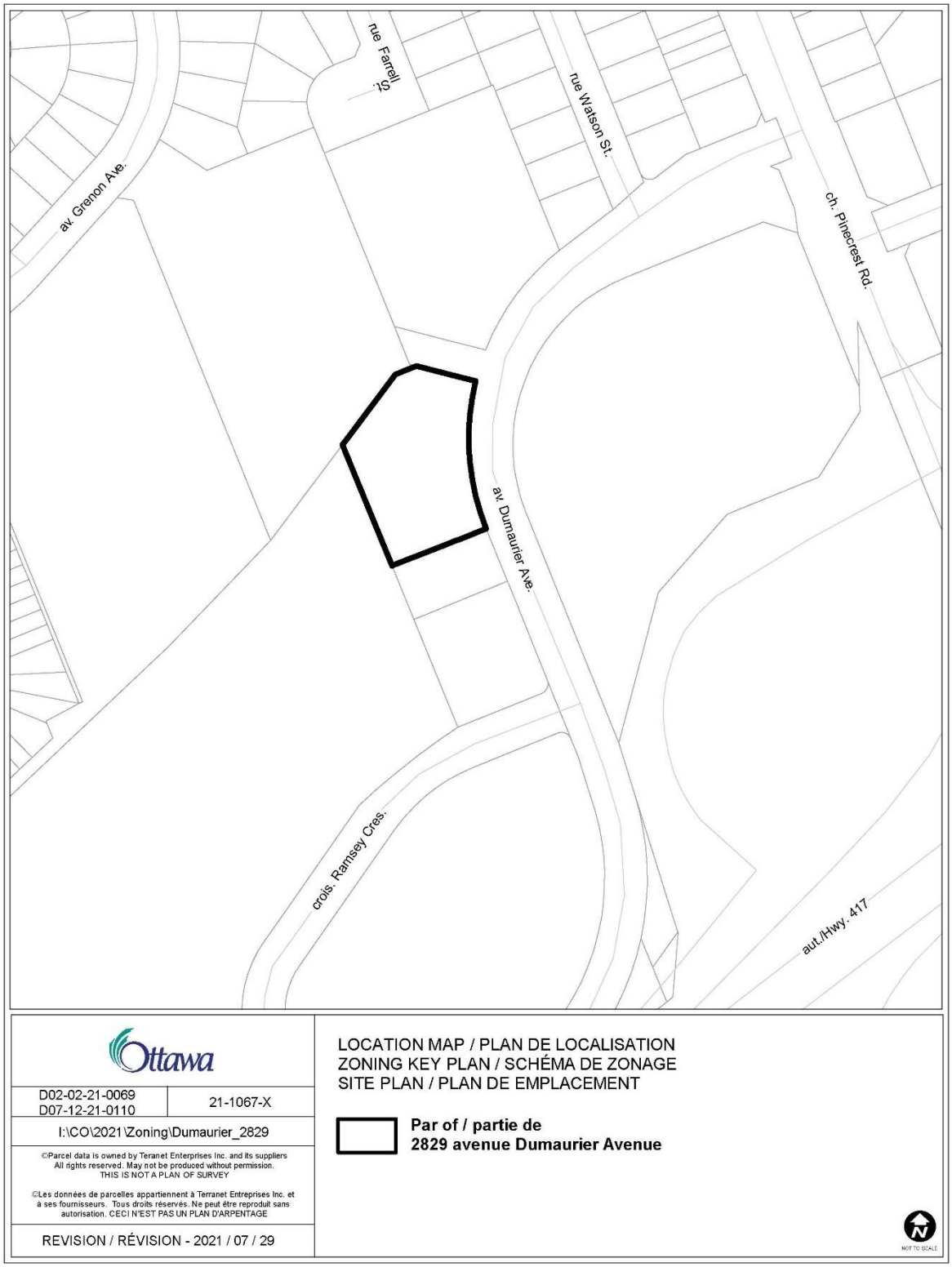
N/A

APPLICATION PROCESS TIMELINE STATUS

This Site Plan application was not processed by the On Time Decision Date. The Council approved timeline has not been met due the complexity of issues associated with servicing and site design.

Contact: Colette Gorni Tel: 613-580-2424, ext. 21239 or e-mail: Colette.Gorni@ottawa.ca

Document 1 – Location Map



Document 2 – Urban Design Review Panel Recommandations

2829 Dumaurier Avenue | Formal Review | Zoning By-law Amendment & Site Plan Control Application | Brigil, Roderick Lahey Architecture, Stantec, Fotenn Planning + Design, Levstek Consultants

Key Recommendations

- The Panel has concerns with the limited amount of landscaping and tree planting in particular.
    - The Panel recommends adding more tree planting and improving the urban realm as much as possible. Consider using pavers for any hardscaped surfaces rather than asphalt.
- The Panel has concerns with the vehicular circulation and maneuvering on the site.
- The Panel recommends removing the porte-cochere and reducing or removing the surface roadway/parking as much as possible. Consider ways to move the parking ramp closer to Dumaurier Avenue and incorporate it within the building footprint. This would have the added benefit of opening up more space for other uses.
- The Panel recommends investigating ways to incorporate large soil volumes at grade over the underground parking as well as on the podium rooftop, and greening/landscaping these areas as much as possible. Remove unnecessary roadway areas and improve the overall landscaping of the site.
- The Panel strongly recommends the building podium be aligned with the curvature of Dumaurier Avenue and be lowered to a four-storey podium to create a dynamic and animated urban commercial edge that interacts with the park space across the street.
- The Panel recommends introducing a townhouse scale to the residential portions of the podium.
- The Panel recommends designing the building in the round to ensure there is no backside to the development. The Panel recommends placing the bicycle storage area below grade level to free up space for a through lobby amenity area or commercial space.

Site Design and Public Realm

- The Panel recommends embracing the gateway aspects of this site within its surrounding context.
    - Consider ways to improve the building’s connection with the nearby LRT station and interaction with the streetscape and the adjacent park areas.

- The Panel appreciates that the building is seemingly not affecting the sunlight of the adjacent park areas during the bulk of the day.

- The Panel recommends extending the podium towards Dumaurier Avenue to respond closely to the curvature of the street.

    - Consider taking more cues from the immediate surrounding context, especially as a building that is wedged between two park areas.

    - Consider the potential for more area on the podium rooftop dedicated to exterior amenity while adding ground floor area hugging the street curvature more closely. The Panel believes there will be a need for the added commercial space in this area as it develops into a TOD community adjacent to the LRT.

- The Panel recommends designing the site in a way that directs cars into the underground parking more quickly, preferably with the parking ramp integrated within the building footprint.

- The Panel recommends locating the bicycle storage on a mezzanine level halfway down to P1, ultimately allowing for more amenity or commercial space that traverses the lobby area—a through amenity/commercial space.

- The Panel has concerns with the porte-cochere area.

- The Panel recommends significantly reducing or removing the surface roadway/parking spaces.

- The Panel recommends significantly improving the landscaping elements on site and adding more street trees with proper soil depth along Dumaurier Avenue wherever possible.

- The Panel appreciates the suggestion from the architect that more planting could be introduced, noting this would be a worthwhile endeavour.

- The Panel recommends ensuring that the west side of the building does not feel like a back of the building.

    - Consider ways to allow for more indoor to outdoor interactions.

<u>Built Form and Architecture</u>

- The Panel recommends pursuing a curtainwall system on the two glazed corners to emphasize the corner elements and window-wall system on the balconied areas. This could work well with the perforated balconies proposed The Panel appreciates the simple expression of the tower and recommends ensuring that the corner glazed portions remain the highlights of the design.

- The Panel recommends designing the building in a way that responds to the curvature in a more deliberate manner.
    - Consider moving the podium edge closer to Dumaurier Avenue, to strengthen the street-to-building interface and relationship.
- The Panel has concerns with the orientation and scale of the podium. o Consider lowering the podium to four-storeys.
    - Consider responding more to the curvature of Dumaurier Avenue and having the commercial retail component fronting on Dumaurier Avenue.
    - Consider extending the north end of the podium towards Dumaurier Avenue and creating more/larger commercial and/or amenity spaces at ground level.
    - Consider introducing two-storey town units above the ground-level retail and lowering the overall scale of the development a bit.
- The Panel recommends giving more design consideration to the top portion of the tower and how it meets the sky. For the foreseeable future it will be the tallest building in the area.
    - Consider ways to articulate the tower top to be a bit more exuberant, would be worthwhile to pursue.
- The Panel recommends the building design should consider being viewed in the round and therefore not have a ‘backside’, as the tower will be an important and prominent piece of the skyline in this area for the foreseeable future.
    - Consider embracing the community on all sides.