



**SITE PLAN CONTROL APPLICATION
DELEGATED AUTHORITY REPORT
MANAGER, DEVELOPMENT REVIEW, CENTRAL**

Site Location: 1050 and 1060 Bank Street

File No.: D07-12-19-0215

Date of Application: December 23, 2019

This SITE PLAN CONTROL application submitted by Bill Holzman, Holzman Consultants Inc., on behalf of 2641723 Ontario Inc., is APPROVED as shown on the following plan(s):

1. **Site Servicing Plan**, drawing No. C001, prepared by Morrison Hershfield, dated December 2, 2019, revision 1, dated December 15, 2020.
2. **Grading and Erosion and Sediment Control Plan**, drawing No. C002, prepared by Morrison Hershfield, dated December 2, 2019, revision 1, dated December 15, 2020.
3. **Details**, drawing No. C003, prepared by Morrison Hershfield, dated December 2, 2019, revision 1, dated September 24, 2020.
4. **Existing Storm Drainage Area Plan**, drawing No. C004, prepared by Morrison Hershfield, dated January 8, 2021.
5. **Proposed Storm Drainage Area Plan**, drawing No. C005, prepared by Morrison Hershfield, dated September 24, 2020.
6. **Typical Details**, drawing No. C100, prepared by Morrison Hershfield, dated December 2, 2019, revision 1, dated September 24, 2020.
7. **Typical Details**, drawing No. C101, prepared by Morrison Hershfield, dated December 2, 2019, revision 1, dated September 24, 2020.
8. **Typical Details**, drawing No. C102, prepared by Morrison Hershfield, dated December 2, 2019, revision 1, dated September 24, 2020.
9. **Site Plan**, drawing No. A010, prepared by KWC Architects Inc., Project No. 1844, dated December 19, 2019, revision 1, dated December 10, 2020.

10. **Parking Plan**, drawing No. A011, prepared by KWC Architects Inc., Project No. 1844, dated December 19, 2019, revision 1, dated December 10, 2020.
11. **Building Elevations**, drawing No. A012, prepared by KWC Architects Inc. Project No. 1844, dated September 2, 2020, revision 1, dated December 10, 2020.
12. **Ground Floor Plan Second Floor Plan**, drawing No. A101, prepared by KWC Architects Inc. Project No. 1844, dated December 19, 2019, revision 1, dated January 8, 2021.
13. **Third Floor Plan Fourth Floor Plan**, drawing No. A102, prepared by KWC Architects Inc. Project No. 1844, dated December 19, 2019, revision 1, dated December 10, 2020.
14. **Fifth Floor Plan Sixth Floor Plan**, drawing No. A103, prepared by KWC Architects Inc. Project No. 1844, dated December 19, 2019, revision 1, dated December 10, 2020.
15. **Tree Conservation Report & Landscape Plan**, drawing No. L1, prepared by James B. Lennox & Associates Landscape Architects, Project No. 19-MIS-1955, dated May 22, 2019, revision 7, dated December 4, 2020.

And as detailed in the following report(s):

1. **Phase I ESA**, prepared by Paterson Group, Report #PE4783-1, dated December 10, 2019.
2. **Phase I ESA (Response to Site Plan Comments)**, prepared by Paterson Group, Report #PE4783-LET.04, dated April 2, 2020.
3. **Phase II ESA**, prepared by Paterson Group, Report #PE4783-2, dated January 10, 2020.
4. **Roadway Traffic Noise Assessment**, prepared by Gradient Wind, Report #19-188, dated December 10, 2019.
5. **Geotechnical Investigation**, prepared by Paterson Group, Report #PG4506-1, revision 1, dated April 8, 2020.
6. **Site Servicing and Stormwater Management Design Brief**, prepared by Morrison Hershfield, revision 1, dated December 15, 2020.
7. **Transportation Impact Assessment Strategy Report**, prepared by D. J. Halpenny & Associates Ltd., dated June 23, 2020.
8. **Supplementary Tree Conservation Report**, prepared by Dendron Forestry Services, dated November 20, 2020.

And subject to the following General and Special Conditions:

General Conditions

1. **Site Development Agreement**

The Owner shall enter into a standard site development agreement consisting of the following conditions. In the event the Owner fails to enter into such agreement within one year, this approval shall lapse.

2. **Execution of Agreement Within One Year**

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 and complete the conditions to be satisfied prior to the signing of this Agreement within one (1) year of Site Plan approval, the approval shall lapse.

3. **Permits**

The Owner shall obtain such permits as may be required from municipal or provincial authorities and shall file copies thereof with the General Manager, Planning, Infrastructure and Economic Development.

4. **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, Infrastructure and Economic Development.

5. **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.

6. **Reinstatement of City Property**

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

7. **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, Infrastructure and Economic Development.

8. **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, Infrastructure and Economic Development. Such sidewalk(s) shall be constructed to City Standards.

9. **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, Infrastructure and Economic Development.

10. **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, Infrastructure and Economic Development, 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, Infrastructure and Economic Development, the aforesaid Works are proceeding satisfactorily toward completion. The Owner shall obtain the prior consent of the General Manager, Planning, Infrastructure and Economic Development 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, Infrastructure and Economic Development, 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.

11. **Development Charges**

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

12. **Development Charges – Instalment Option**

- a. The Owner acknowledges that for building permits issued after January 15, 2010, payment of non-residential development charges, excluding development charges for institutional developments, may be calculated in two (2) installments at the option of the Owner, such option to be exercised by the Owner at the time of the application for the building permit. The non-discounted portion of the development charge shall be paid at the time of issuance of the building permit and the discounted portion of the development charge shall be payable a maximum of two (2) years from the

date of issuance of the initial building permit subject to the following conditions:

- i. a written acknowledgement from the Owner of the obligation to pay the discounted portion of the development charges;
 - ii. no reduction in the Letter of Credit below the amount of the outstanding discounted development charges; and
 - iii. indexing of the development charges in accordance with the provisions of the City's Development Charges By-law, as amended.
- b. The Owner further acknowledges and agrees that Council may terminate the eligibility for this two (2) stage payment at any time without notice, including for the lands subject to this Agreement and including for a building permit for which an application has been filed but not yet issued.
- c. For the purposes of this provision,
- i. "discounted portion" means the costs of eligible services, except fire, police and engineered services, that are subject to 90% cost recovery of growth-related net capital costs for purposes of funding from development charges. The 10% discounted portion, for applicable services, must be financed from non-development charge revenue sources.
 - ii. "non-discounted portion" means the costs of eligible services, fire, police and engineered services, that are subject to 100% cost recovery of growth-related net capital costs for purposes of funding from development charges.

13. Designated Substances Survey

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

- a. O.Reg. 278/05: Designated Substance - Asbestos on Construction Projects and in Buildings and Repair Operations under the Occupational Health and Safety Act, R.S.O. 1990, c.O.1, as amended (O.Reg. 278/05);
- b. Guideline - Lead on Construction Projects, prepared by the Ontario Ministry of Labour - Occupational Health and Safety Branch, published September 2004 and revised April 2011, as amended;
- c. O.Reg. 213/91: Construction Projects under the Occupational Health and Safety Act, R.S.O. 1990, c.O.1, as amended (O.Reg. 213/91);

- d. Registration Guidance Manual for Generators of Liquid Industrial and Hazardous Waste, prepared by the Ontario Ministry of the Environment, Conservation and Parks, published April 1995 and revised January 2016, as amended, to be used in conjunction with R.R.O. 1990, Reg. 347: General-Waste Management under the Environmental Protection Act, R.S.O. 1990, c.E.19, as amended (R.R.O. 1990, Reg. 347);
- e. R.R.O. 1990, Reg. 362: Waste Management – PCB’s under the Environmental Protection Act, R.S.O. 1990, c.E.19, as amended (R.R.O. 1990, Reg. 362).

Special Conditions

1. Cash in Lieu of Parkland

Upon execution of this Agreement, the Owner shall pay cash-in-lieu of parkland in the amount of **\$512,581.99** as referenced in Schedule “B” herein. The Owner shall also pay the parkland appraisal fee of \$500.00 plus H.S.T. of \$65.00, as referenced in Schedule “B” herein. Pursuant to the City’s Parkland Dedication By-law, being By-law No. 2009-95, as amended, 40% of said funds collected shall be directed to City wide funds, and 60% shall be directed to Ward 17 funds.

2. Affordable Housing Contribution

Upon execution of this Agreement, the Owner shall pay a contribution to the affordable housing fund in the amount of \$100,000.00. The said funds collected shall be directed to Ward 17 Affordable Housing Funds.

3. Permanent Features

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

4. 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 Bank Street frontage of the lands, measuring 11.5 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 Clerk and Solicitor prior to the execution of this Agreement by the City. All costs shall be borne by the Owner.

5. **Corner Sight Triangle**

Prior to registration of this Agreement, the Owner acknowledges and agrees to convey to the City, at no cost to the City, an unencumbered corner sight triangle measuring 5 metres x 5 metres at the intersection of Bank St and Aylmer Ave and 5 metres x 5 metres at the intersection of Bank St and Euclid Ave. The exact location and area of the corner sight triangle must be determined by legal survey. The Owner shall provide a reference plan for registration, indicating the corner sight triangle, to the City Surveyor for review prior to its deposit in the Land Registry Office. Such reference plan must be tied to the Horizontal Control Network in accordance with the municipal requirements and guidelines for referencing legal surveys. The Owner acknowledges and agrees to provide an electronic copy of the Transfer and a copy of the deposited reference plan to the City Clerk and Solicitor prior to the execution of this Agreement by the City. All costs shall be borne by the Owner.

6. **Opening of Public Lane**

(a) The Owner shall open and reinstate, at its expense and to the satisfaction of the General Manager, Planning, Infrastructure and Economic Development, the entire length of the rear public lane adjacent to 1050 and 1060 Bank Street, from Aylmer Avenue to Euclid Avenue.

(b) The Owner shall be required to enter into a Winter Maintenance Snow Removal and Liability agreement for the laneway in the City right-of-way.

7. **Transportation Impact Assessment**

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

8. **Maintenance and Liability Agreement**

The Owner shall be required to enter into maintenance and liability agreement for all pavers, plant and landscaping material placed in the City right-of-way and the Owner shall assume all maintenance and replacement responsibilities in perpetuity.

9. **On-Site Parking**

(a) The Owner acknowledges and agrees that units within the proposed building(s) may not be provided with on-site parking. In the event any future tenant or purchaser wishes to have parking, the Owner acknowledges that alternative and lawful arrangements may need to be made to address parking needs at an alternate location and such arrangements are solely the responsibility of the person seeking parking. The Owner further acknowledges and agrees the availability and regulations governing on-street parking vary; that access to on-street parking, including through residential on-street parking permits issued by the City cannot be guaranteed now or in the future; and that a tenant or purchaser intending to

rely on on-street parking for their vehicle or vehicles does so at their own risk.

- (b) The Owner acknowledges and agrees that a notice-on-title respecting on-site parking, as contained in Clause ____ below, shall be registered on title to the subject lands, at the Owner's expense, and a warning clause shall be included in all agreements of purchase and sale and lease agreements.

10. **On-Site Parking - Notice on Title**

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 himself, his heirs, executors, administrators, successors and assigns acknowledges being advised that the unit being sold/rented may not be provided with any on-site parking. Should the Purchaser/Lessee have a vehicle for which they wish to have parking, alternative and lawful arrangements may need to be made to address their parking needs at an alternate location and that such arrangements are solely the responsibility of the person seeking parking. The Purchaser/Lessee acknowledges that the availability and regulations governing on-street parking vary; that access to on-site street parking, including through residential on-street parking permits issued by the City of Ottawa cannot be guaranteed now or in the future; and that the Purchaser/Lessee intending to rely on on-street parking for their vehicle or vehicles does so at their own risk."

"The Purchaser/Lessee covenants with the Vendor/Lessor that the above clause, verbatim, shall be included in all subsequent agreements of purchase and sale and lease agreements for the lands described herein, which covenant shall run with the said lands."

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, Infrastructure and Economic Development.

12. **Tree Permit**

The Owner acknowledges and agrees that any trees to be removed shall be removed in accordance with an approved Tree Permit and Tree Conservation Report, and in accordance with the City's Urban Tree Conservation By-law, being By-Law No. 2009-200, as amended. The Owner further acknowledges and agrees that a copy of the approved Tree Permit and Tree Conservation Report shall be posted on the construction site at all times until Approval is granted by the City for such Works.

13. **Red Oak at 9 and 11 Euclid Avenue**

- (a) The Owner acknowledges and agrees that all excavation work within the critical root zone of the 65cm diameter red oak tree at 9 and 11 Euclid Avenue will be inspected by a Registered Professional Forester (RPF) to ensure that the recommendations detailed in the Dendron Forestry Services Supplemental Tree Conservation Report dated November 20 2020 have been followed and that the tree has not become hazardous.
- (b) The Owner further agrees to provide the City with a written document from the Registered Professional Forester summarizing the inspection findings and detailing any predicted changes to either tree health or stability within three business days of each inspection.
- (c) The Owner acknowledges and agrees that the 65cm diameter red oak at 9 and 11 Euclid Avenue must be retained unless it has been determined to be an immediate threat to public health and safety by a Registered Professional Forester, ISA certified arborist, or individual qualified to assess tree stability.
- (d) The Owner acknowledges and agrees to pay for any tree and stump removal costs if, within 5 years following the registration of Site Plan Agreement, the 65cm diameter red oak at 9 and 11 Euclid Avenue has declined as a direct result of development within the critical root zone to a point where it will not recover from the decline, as determined by a RPF.
- (e) In the event that the removal of the tree at 9 and 11 Euclid Avenue is warranted, as determined by the RPF tasked with inspecting the work done within the CRZ, the Owner acknowledges and agrees to obtain written permission from the owner of 9 and 11 Euclid Avenue prior to excavation within the CRZ.

14. **Certification Letter for Noise Control Measures**

- (a) The Owner acknowledges and agrees that upon completion of the development and prior to occupancy and/or final building inspection, it shall retain a Professional Engineer, licensed in the Province of Ontario with expertise in the subject of acoustics related to land use planning, to visit the lands, inspect the installed noise control measures and satisfy himself that the installed recommended interior noise control measures comply with the measures in the **Roadway Traffic Noise Assessment**, as approved by the City and/or the approval agencies and authorities (The Ministry of the Environment, Conservation and Parks) or noise thresholds identified in the City's Environmental Noise Control Guidelines. The Professional Engineer shall prepare a letter to the General Manager, Planning, Infrastructure and Economic Development (the "Certification Letter") stating that he certifies acoustical compliance with all requirements of the applicable conditions in this Agreement, to the satisfaction of the General Manager, Planning, Infrastructure and Economic Development.
- (b) The Certification Letter shall be unconditional and shall address all requirements as well as all relevant information relating to the development, including project name, lot numbers, building identification, drawing

numbers, noise study report number, dates of relevant documents and in particular reference to the documents used for the building permits and site grading applications. The Certification Letter(s) shall bear the certification stamp of a Professional Engineer, licensed in the Province of Ontario, and shall be signed by said Professional Engineer, and shall be based on the following matters:

- (i) Actual site visits, inspection, testing and actual sound level readings at the receptors;
 - (ii) Previously approved Detailed Noise Control Studies, Site Plan and relevant approved Certification Letters (C of A) or Noise thresholds of the City's Environmental Noise Control Guidelines; and
 - (iii) Non-conditional final approval for release for occupancy.
- (c) All of the information required in subsections (a) and (b) above shall be submitted to the General Manager, Planning, Infrastructure and Economic Development, and shall be to his satisfaction.

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) each unit is to be equipped with central air conditioning;
- (b) 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 entitled Environmental Noise Guidelines for Installation of Residential Air Conditioning Devices, dated September 1994, as amended, in order to minimize the noise impacts both on and off the immediate vicinity of the subject lands.
- (c) prior to the issuance of a building permit, a review of building components (windows, walls, doors) is required and must be designed to achieve indoor sound levels within the City's and the Ministry of the Environment, Conservation and Parks' noise criteria;
- (d) notice respecting noise shall be registered against the lands, at no cost to the City, and a warning clause shall be included in all agreements of purchase and sale or lease agreements, as detailed in paragraph **16** below.

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

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

Type B – Increasing Roadway Traffic

“The Purchaser/Lessee for himself, his heirs, executors, administrators, successors and assigns acknowledges being advised that despite the inclusion of noise control features in this development and within building units, noise levels from increasing roadway/rail/air traffic 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 himself, his 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. **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, Infrastructure and Economic Development 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, Infrastructure and Economic Development.

18. **Geotechnical - Encroachments**

The geotechnical report has recommended a method of shoring that may encroach onto the adjacent property or onto the City right-of-way. Please note that the applicant is required to obtain the approval of the adjacent property Owner and/or receive municipal consent for any works within the right-of-way prior to the installation of any encroachments. For encroachments within the ROW the applicant shall ensure that there will be no conflicts between the proposed shoring method and the municipal services or utilities in the ROW.

19. **Record of Site Condition**

Prior to the issuance of a building permit, the Owner shall submit to the General Manager, Planning, Infrastructure and Economic Development, and the Chief Building Official a Record of Site Condition (“RSC”) completed in accordance with the Environmental Protection Act, R.S.O. 1990, c. E.19, O.Reg. 153/04, as amended (“O.Reg. 153/04”), and shall be acknowledged by the Ministry of the Environment, Conservation and Parks. The RSC shall confirm that all or part of the site will be suitable for the proposed use in accordance with O.Reg. 153/04. The City may issue a building permit on a phased basis to allow for site investigation and remediation activities if permitted by O.Reg. 153/04. No further Works will be permitted until the RSC is submitted.

20. **Below Grade Parking Area and Depressed Driveways**

(a) The Owner acknowledges and agrees that during major storm events, depressed driveways and below grade parking areas may be subject to flooding due to drainage from the road allowance. The Owner further acknowledges and agrees that the City shall not take responsibility for flooding claims. The Owner further acknowledges that it is recommended that backwater valves be installed on catch basins located in depressed driveways.

(b) The Owner acknowledges and agrees that a notice-on-title respecting below grade parking areas and depressed driveways, as contained in Clause 21 hereinafter, shall be registered on title to the subject lands, at the Owner’s expense, and a warning clause shall be included in all agreements of purchase and sale and lease agreements.

21. **Notices on Title – All Units (Below Grade Parking and Depressed Driveways)**

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 himself, his heirs, executors, administrators, successors and assigns acknowledges being advised that during major storm events, depressed driveways and below grade parking areas may be subject to flooding due to drainage from the road allowance. The Purchaser/Lessee further acknowledges being advised that the City of Ottawa shall not be liable for flooding claims. Backwater valves are recommended for installation on catch basins located in depressed driveways.”

“The Purchaser/Lessee covenants with the Vendor/Lessor that the above clauses, verbatim, shall be included in all subsequent agreements of purchase and sale, and lease agreements for the lands described herein, which covenant shall run with the said lands.”

22. **Requirement for a Grease Trap**

In accordance with the City’s Sewer Use By-law, being By-law No. 2003-514, as amended, the Owner acknowledges and agrees to install a grease trap on the internal sanitary plumbing system when a restaurant is established on the lands.

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

The Owner acknowledges and agrees to install and maintain in good working order the required in-ground stormwater inlet control devices, as recommended in the approved **Site Servicing and Stormwater Management Design Brief**, referenced in Schedule "E" herein. The Owner further acknowledges and agrees it shall assume all maintenance and replacement responsibilities in perpetuity. The Owner shall keep all records of inspection and maintenance in perpetuity, and shall provide said records to the City upon its request.

24. **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, Infrastructure 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, Infrastructure 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, Infrastructure 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, Infrastructure and Economic Development.

25. **Stormwater Works Certification**

Upon completion of all stormwater management Works, the Owner acknowledges and agrees to retain the services of a Professional Engineer, licensed in the Province of Ontario, to ensure that all measures have been implemented in conformity with the approved **Site Servicing and Stormwater Management Design Brief**, and **Site Servicing Plan**, referenced in Schedule "E" herein. The Owner further acknowledges and agrees to provide the General Manager, Planning, Infrastructure and Economic Development 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 **Site Servicing and Stormwater Management Design Brief**, and **Site Servicing Plan** referenced in Schedule "E" herein.

26. **Site Dewatering**

The Owner acknowledges and agrees that while the site is under construction, any water discharged to the sanitary sewer due to dewatering shall meet the requirements of the City's Sewer Use By-law No. 2003-514, as amended.

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);
 - (ii) and 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, Infrastructure and Economic Development, 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.

Jan 28th 2021

Date



Saide Sayah
Manager, Development Review, Central
Planning, Infrastructure and Economic
Development Department

Enclosure: Site Plan Control Application approval – Supporting Information

SITE PLAN CONTROL APPROVAL APPLICATION SUPPORTING INFORMATION

File Number: D07-12-19-0215

SITE LOCATION

1050 and 1060 Bank Street, and as shown on Document 1.

SYNOPSIS OF APPLICATION

The subject property is located on the west side of Bank Street, between Aylmer Avenue and Euclid Avenue, in the Glebe neighbourhood. The property is approximately 1,757 square metres in area, with 76 metres of frontage on Bank Street, 24 metres of frontage on Aylmer Avenue and 15 metres of frontage on Euclid Avenue. To the north of the property is a church and institutional uses, with the Rideau Canal further north, to the south are restaurants and retail uses typical of a traditional main street, to the east is a library and immediately to the west is a public lane with a low-rise residential neighbourhood beyond. The restaurant and retail use buildings currently on the property are proposed to be demolished.

The proposal seeks to facilitate the construction of a six-storey mixed-use retail and rental building containing 50 residential dwelling units, retail spaces at grade, 23 automobile parking spaces and 34 bicycle parking spaces. The commercial spaces were sized so as to not require any parking.

A Zoning By-law amendment (D02-02-19-0151) was approved by Council on September 9, 2020, which resulted in the following:

- The addition of a permitted use: apartment dwelling, mid-rise
- A reduced rear yard setback from 4.5 metres to 3.4 metres,
- An increased building height from 15 metres to 19.5 metres,
- A reduced corner yard setback at and above the fourth storey from two metres to 0.6 metres, and
- A reduced minimum width of landscaped area from three metres to zero metres.

The proposed building has frontage on three streets. It is clad in stone masonry veneer with clear glazing at the ground floor, red brick veneer with clear glazing on the upper floor, and ceramic veneer with clear and spandrel glazing on the top-most floors.

The underground parking area will be accessed via Aylmer Avenue. The site is also adjacent to a public lane at the back which connects Aylmer Avenue and Euclid Avenue. Some of the parking spaces provided on site will be accessed via this lane as parallel parking spaces at grade. The opening and rehabilitation of this lane is addressed under Special Condition 6.

A large red oak exists at 9 and 11 Euclid Avenue. A supplementary Tree Conservation Report was prepared in order to make the retention of this tree a possibility. Special Condition 15 is included as part of this approval in order to help ensure the tree's survival.

Through discussions with the Ward Councillor's office, the Owner of the property has agreed to make a \$100,000.00 contribution to the Ward 17 Affordable Housing Fund. The Owner has agreed to work closely with the OSCA Seniors group to review subsidized space for community gathering and community building. This contribution is reflected under Special Condition 2.

DECISION AND RATIONALE

This application is approved for the following reasons:

- The application is consistent with the 'Traditional Mainstreet' designation of the Official Plan. The proposed development represents an opportunity to provide a medium-density mixed-use development in a pedestrian-oriented area.
- The proposal is consistent with the Urban Design Guidelines for Development along Traditional Mainstreets in contributing to the existing tightly knit urban fabric and lively mix of uses.
- The proposed development is consistent with the intent of the Zoning By-law and meets all of the applicable performance standards of the zone, as approved by Council through Zoning Bylaw Amendment D02-02-19-0151).
- The development complies with the relevant planning policy context and complies with the zoning bylaw. Accordingly, the development represents good land use planning.

URBAN DESIGN REVIEW PANEL

The property was subject to the Urban Design Review Panel (UDRP) process. The applicant presented their proposal to the UDRP at an informal review meeting on June 7, 2019, and at a formal review meeting, which was open to the public, on February 7, 2020.

The panel's recommendations from the formal review of the Zoning By-law Amendment application and Site Plan Control application are included in Document 2 of this report.

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

- Additional bicycle parking spaces from 25 to 45
- Gateway signage was removed, and more emphasis placed on material treatment to strengthen the architectural expression

- The fifth-floor rooftop communal area no longer extends to the north side and gives access to views.
- Fritted glass to obscure balcony clutter is to be incorporated into the design.

Overall, the panel expressed strong support for the project, how it has evolved, and the contribution that it will make to the neighbourhood.

CONSULTATION DETAILS

Councillor's Concurrence

Councillor Shawn Menard is 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. A public meeting was also held in the community on January 27, 2020 at 260 Sunnyside Avenue.

Summary of public comments and responses

1. General: What are the plans for the postage stamp square portion of the property at the back? Will the City be maintaining the through way at the rear of the property?

Staff response: The portion of property at the back will remain untouched and will be unaffected by this rezoning. The lane at the back of the property will remain a travelled lane.

2. Parking: The proposed development will not have sufficient parking for the residential units or visitors. Inadequate parking could result in a spillover effect onto the surrounding area. Increased density will add to the already congested traffic. Many residents want to see fewer residential units to reduce the amount of additional traffic in the area.

Staff response: The proposal includes 21 parking spaces while the Zoning By-law requires 19. A Transportation Impact Analysis was reviewed by staff and was considered acceptable.

3. Landscaping: An urban street like Bank Street is a harsh environment for trees, so the submission containing mature trees does not seem feasible depending on the underground infrastructure. Does the developer propose the use of soil volumes like Silva Cells (Deeproot) or Strata Cells (Citygreen) to provide adequate soil volumes for trees? Residents would like to see greater greenspace and an area for pedestrians to rest such as benches.

Staff response: The proposal was reviewed by the City's Forestry staff, who are satisfied with the species of trees being proposed. Soil cells are being proposed. Staff are still working with the applicant through the Site Plan Control process in order to finalize the planting details as well as the possibility for street furniture.

4. Size: The increase in height from four-storeys to six-storeys and reduced rear yard setback will reduce the amount of light and create shadow into abutting yards. A six-storey building is not consistent with the other buildings along this stretch of Bank Street and could encourage future proposals to seek increased height as well. Balconies facing abutting yards creates privacy and noise issues between the properties. The increase in capacity and services call into question the placement of, and consequently the noise of, the air conditioning and other building machines.

Staff response: While there may be shadow impacts very early in the morning on the closest properties, the majority of the shadows will fall to the north of the property, then onto the street and the commercial properties to the east as the day progresses. Each development proposal is evaluated based on its own merit and no application is said to establish precedent. In this case the applicant was successful in designing a building on a difficult shallow lot with quality materials which minimize the massing impacts of the higher floors. A stationary noise study was submitted with the application and is being reviewed along with the Site Plan Control application in order to minimize the noise impacts of this development on nearby properties.

5. Garbage and recycling: Want assurances that all recycling and garbage will be stored indoors to reduce the number of vermin in the neighbourhood due to poor maintenance of garbage bins.

Staff response: All garbage will be stored inside the building.

6. Building Design: There was a comment about the signage on the north side of the building advertising "Old Ottawa South". The commenter believes that this signage is inappropriate for this type of community and does not fit in with the subdued elegance of Southminster Church and the Library. The proposed building seems like a "box-like" structure that does not fit in well with the mature neighbourhood. Many residents would like to see more effort to design a building that will reflect the existing architecture of this neighbourhood.

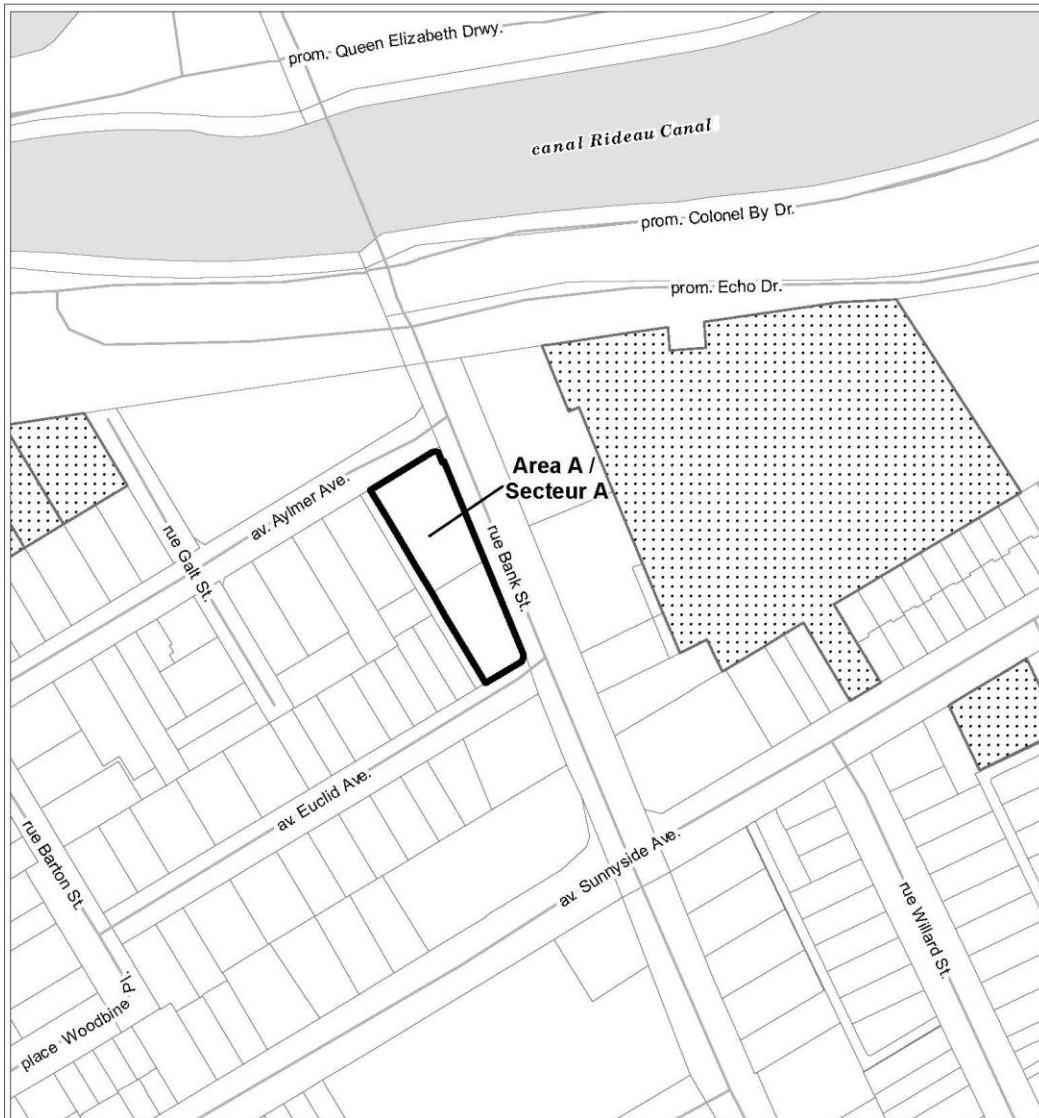
Staff response: "Old Ottawa South" sign will be removed from the elevation drawings. Staff were successful, along with help from the Urban Design Review Panel, in working with the applicant to evolve the proposed building's architecture from its initial iterations. Staff feel that the design will contribute well to the neighbourhood.





APPLICATION PROCESS TIMELINE STATUS

This Site Plan application was not processed by the On Time Decision Date established for the processing of an application that has Manager Delegated Authority due to extended periods of time elapsed between submissions.

Contact: Jean-Charles Renaud Tel: 613-580-2424, ext. 27629 or e-mail: Jean-Charles.Renaud@ottawa.ca

Document 1 – Location Map



		LOCATION MAP / PLAN DE LOCALISATION ZONING KEY PLAN / SCHÉMA DE ZONAGE	
D02-02-19-0151	20-0655-D	1050-1060 rue Bank Street	
I:\CO\2020\Zoning\Bank_1050_1060_V2		 Area A to be rezoned from TM2 H(15) to TM2[XXXX] Le zonage du secteur A sera modifié de TM2 H(15) à TM2[XXXX]	 Heritage (Section 60) Patrimoine (Article 60)
<small>©Parcel data is owned by Terranet Enterprises Inc. and its suppliers. All rights reserved. May not be produced without permission. THIS IS NOT A PLAN OF SURVEY.</small> <small>©Les données de parcelles appartiennent à Terranet Enterprises Inc. et à ses fournisseurs. Tous droits réservés. Ne peut être reproduit sans autorisation. C'EST N'EST PAS UN PLAN D'ARPENTAGE</small>		Entire map area is affected by the Mature Neighbourhoods Overlay (section 139) / Tout le secteur de la carte est touché par la Zone sous-jacente de quartiers établis (article 139)	
REVISION / RÉVISION - 2020 / 07 / 23		 NOT TO SCALE	

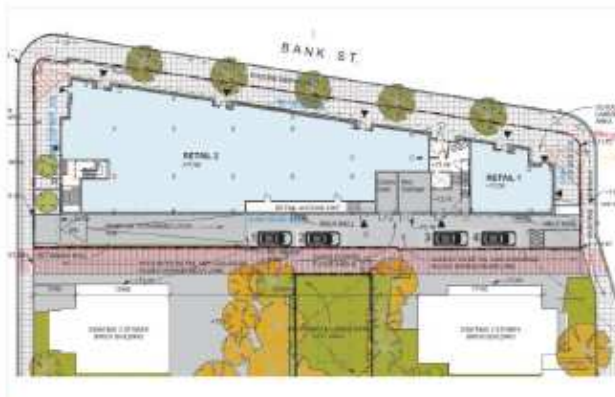
Document 2 – UDRP Recommendations



URBAN DESIGN REVIEW PANEL RECOMMENDATIONS

February 7th, 2020

1050-1060 Bank Street | Formal Review | Site Plan Control Application | KWC Architects; James B. Lennox & Assoc.; Holzman Consultants Inc.



Summary

- The Panel expressed strong support for project, how it has evolved, and the contribution that it will make to the neighbourhood. Several recommendations were offered to help finesse the scheme.

Site Plan

- The Panel supports the reinstatement of the rear lane and is pleased to see that the setback has been increased. A through-lobby may now be possible.
- The Panel acknowledges the need for vehicle parking, but would recommend additional bicycle parking on the site.

Building Design

- The proposal has evolved nicely from the previous version and the clarity of the massing and architectural articulation holds the site better. The alignment of the break in the front façade with the main entrance, the finer proportions of the side facades, and the two-storey units with access to the roof are strong architectural moves.
- Consider integrating a second break in the front façade, similar to where the main entrance is, perhaps located between the two proposed retail units, if "Retail Unit 2" is split into two.
- The negative corners and delamination of materials is supported.
- The Panel is divided on the necessity of the gateway signage. It would be possible to achieve a similar effect by strengthening the architectural expression of the corner and the treatment of the top to have it read as a beacon.

- There appears to be a missed opportunity to strengthen what will be phenomenal views looking out towards the Rideau Canal from the building.
- Ensure that the cantilevered balconies at the corner are not value-engineered. A support column would detract from the design of the most important corner of the building.

Materiality

- The use of high-quality natural materials is commendable.
- The stone treatment of the base at the southeast corner (where the coffee shop is proposed) should fully wrap the corner onto the Bank Street façade.
- Fritted glass is recommended for the balconies to obscure the inevitable clutter which will be on them.
- Consider using curtain wall system as opposed to window wall.