



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

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Site Location: 1357 Baseline Road

File No.: D07-12-20-0005

Date of Application: January 23, 2020

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This SITE PLAN CONTROL application submitted by Christine McCuaig of q9planning, on behalf of Calloway Reit Inc and IG Investment Mgmt Ltd, with the land now owned by Ottawa SW PropCo LP is APPROVED as shown on the following plan(s):

1. **Landscape Plan**, Level 1, 1357 Baseline Road, Drawing L01, prepared by Version Paysage Architects, dated 2020-01-16, revision 3, dated 2020-10-08.
2. **Landscape Plan**, Level 1, POPS Limit, 1357 Baseline Road, Drawing L02, prepared by Version Paysage Architects, dated 2020-10-08, revision 3, dated 2020-10-08.
3. **Landscape Plan**, Level 1, Plantation Limit, 1357 Baseline Road, Drawing L03, prepared by Version Paysage Architects, dated 2020-10-08, revision 3, dated 2020-10-08.
4. **Landscape Plan**, Level 2, 1357 Baseline Road, Drawing L04, prepared by Version Paysage Architects, dated 2020-10-08, revision 3, dated 2020-10-08.
5. **Landscape Plan**, Level 2, Plantation Limit, 1357 Baseline Road, Drawing L05, prepared by Version Paysage Architects, dated 2020-10-08, revision 3, dated 2020-10-08.
6. **Landscape Details**, Page 1, 1357 Baseline Road, Drawing L06, prepared by Version Paysage Architects, dated 2020-10-08, revision 3, dated 2020-10-08.
7. **Landscape Details**, Page 2, 1357 Baseline Road, Drawing L07, prepared by Version Paysage Architects, dated 2020-10-08, revision 3, dated 2020-10-08.
8. **Landscape Details**, Page 3, 1357 Baseline Road, Drawing L08, prepared by Version Paysage Architects, dated 2020-10-08, revision 3, dated 2020-10-08.
9. **South Elevation**, 1357 Baseline Road, Drawing A300, prepared by Maxime-Alexis Frappier Architect, dated 2019/10/30, revision 9, Dated 2021-01-20.
10. **West Elevation**, 1357 Baseline Road, Drawing A301, prepared by Maxime-Alexis Frappier Architect, dated 2019/10/30, revision 9, Dated 2021-01-20.
11. **North Elevation**, 1357 Baseline Road, Drawing A302, prepared by Maxime-Alexis Frappier Architect, dated 2019/10/30, revision 9, Dated 2021-01-20.
12. **Elevation East**, 1357 Baseline Road, Drawing A303, prepared by Maxime-Alexis Frappier Architect, dated 2019/10/30, revision 9, Dated 2021-01-20.

13. **East Elevation, Fridom**, 1357 Baseline Road, Drawing A304, prepared by Maxime-Alexis Frappier Architect, dated 2021/01/20, revision 2, Dated 2021-01-20.
14. **East-West Elevation, Section**, 1357 Baseline Road, Drawing A305, prepared by Maxime-Alexis Frappier Architect, dated 2021/01/20, revision 2, Dated 2021-01-20.
15. **North-South Section**, 1357 Baseline Road, Drawing A306, prepared by Maxime-Alexis Frappier Architect, dated 2019/10/30, revision 2, Dated 2020-01-17.
16. **Site Plan, Phase 3**, 1357 Baseline Road, Drawing A025, prepared by Maxime-Alexis Frappier Architect, dated 2019/10/30, revision 9, Dated 2021-01-20.
17. **Overall Plan**, 1357 Baseline Road, Drawing A026, prepared by Maxime-Alexis Frappier Architect, dated 2021/01/20, revision 4, Dated 2021-01-20.
18. **Existing Conditions Plan**, 1357 Baseline Road, Drawing EX-1, prepared by Stantec, dated 19.09.23, revision 2, dated 20.10.07.
19. **Site Servicing Plan**, 1357 Baseline Road, Drawing SSP-1, prepared by Stantec, dated 19.09.23, revision 2, dated 20.10.07.
20. **Grading Plan**, 1357 Baseline Road, Drawing GP-1 prepared by Stantec, dated 19.09.23, revision 2, dated 20.10.07.
21. **Erosion Control Plan and Detail Sheet**, 1357 Baseline Road, Drawing EC/DS-1 prepared by Stantec, dated 19.09.23, revision 2, dated 20.10.07.
22. **Notes and Legends Plan**, 1357 Baseline Road, Drawing IL-1, prepared by Stantec, dated 19.09.23, revision 2 dated 20.10.07.
23. **Storm Drainage Plan**, 1357 Baseline Road, Drawing SD-1, prepared by Stantec, dated 19.09.23, revision 2, dated 20.10.07.
24. **Sanitary Drainage Plan**, 1357 Baseline Road, Drawing SA-1, prepared by Stantec, dated 19.09.23, revision 2, dated 20.10.07.
25. **Overall Storm Drainage Plan**, 1357 Baseline Road, Drawing OSD-1, prepared by Stantec, dated 19.09.23, revision 2, dated 10.10.07.

And as detailed in the following report(s):

1. **Tree Conservation Report**, 1357 Baseline Road, prepared by Version Paysage Architects, dated Jan 17, 2020.
2. **Site Servicing and Stormwater Mgmt Report**, 1357 Baseline Road, Prepared by Stantec, dated 07/01/2020, revision 2 dated October 7, 2020.
3. **Site Servicing and Stormwater Mgmt Report, Appendices A-E**, 1357 Baseline Road, Prepared by Stantec, dated Jan 8, 2020, Revision 2, dated May 15, 2020.
4. **Supplemental Geotechnical Investigation**, Clyde Avenue at Baseline Road, prepared by patersongroup, dated April 3, 2019, Revision 2, dated October 27, 2020.
5. **Geotechnical Response Memo to the City**, 1357 Baseline Road, prepared by patersongroup, dated May 14, 2020.
6. **Phase One ESA**, Northeast corner of Clyde Avenue and Baseline Road, prepared by Pinchin, Dated April 11, 2019.
7. **Transportation Impact Assessment**, 1357 Baseline Road, prepared by Stantec, dated May 15, 2020.
8. **Pedestrian Level Wind Study**, 1357 Baseline Road, prepared by GradientWind, dated November 21, 2019.

9. **Stationary Noise Assessment**, 1357 Baseline Road, prepared by GradientWind, dated January 15, 2020.
10. **Detailed Transportation Noise Assessment**, 1357 Baseline Road, prepared by GradientWind, dated January 15, 2020.

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

## **General Conditions**

1. 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. 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.

#### **Special Conditions**

#### **13. 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 Report (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.

#### **14. 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 \_\_\_ 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.

#### **15. 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.”

#### **16. 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.

#### **17. Requirement for Grease and Oil Interceptor**

The Owner shall, in accordance with the City's Sewer By-law, being By-law No. 2003-514, as amended, install a grease and oil interceptor on the internal sanitary plumbing system in such a location where the storage or repair of vehicles occurs.

### **18. Stormwater Management Memorandum**

Prior to registration of this Agreement, the Owner acknowledges and agrees to provide the General Manager, Planning, Infrastructure and Economic Development, with a memorandum prepared by a Professional Engineer, licensed in the Province of Ontario, confirming that the designed roof-top scuppers and associated spill point elevations will be set equivalent to the top of the control weir of the approved roof drain elevation(s). The Owner further acknowledges and agrees that said memorandum shall be to the satisfaction of the General Manager, Planning, Infrastructure and Economic Development, and all associated costs shall be the Owner's responsibility.

### **19. Inlet Control Devices (ICDs)**

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

### **20. 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.

### **21. Stormwater Works Certification**

Upon completion of all stormwater management Works, the Owner acknowledges and agrees to retain the services of a Professional Engineer, licensed in the Province of Ontario, to ensure that all measures have been implemented in conformity with the approved Plans and Reports, referenced in Schedule "E" herein. The Owner further acknowledges and

agrees to provide the General Manager, Planning, 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 Plans and Reports referenced in Schedule “E” herein.

## **22. 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.

## **23. Private Drainage Agreement**

The Owner shall enter into a Private Drainage Agreement with the adjacent 1405 Baseline Road property owners, which shall be binding upon the owners and all subsequent purchasers, to deal with mutual rights for surface drainage, in accordance with the site plan approval issued by the City of Ottawa. The Private Drainage Agreement shall be registered on title, of those properties listed in the Agreement, at no cost to the City, and a copy shall be filed with the City, to the satisfaction of the General Manager, Planning, Infrastructure and Economic Development Department.

## **24. Joint Use, Maintenance and Liability Agreement**

- The Owner acknowledges and agrees that should the lands be severed in the future by means other than a Declaration of a Condominium, it shall ensure that the future owner of the freehold units shall enter into a Joint Use, Maintenance and Liability Agreement which shall be binding upon the owners and all subsequent purchasers to deal with the joint use, maintenance and liability of the common elements, including but not limited to any private roadway(s) and concrete sidewalks; common grass areas; common party walls, exterior walls; common structural elements such as the roof, foundations; common parking areas; sewers and watermains, for the mutual benefit and joint use of the owners; and any other elements located in the common property; and the Joint Use, Maintenance and Liability Agreement shall be filed with the General Manager, Planning, Infrastructure and Economic Development.
- The Owner shall file with the General Manager, Planning, Infrastructure and Economic Development, an opinion from a solicitor authorized to practice law in the Province of Ontario that the Joint Use, Maintenance and Liability Agreement is binding upon the owners of the land and all subsequent purchasers to deal with the matters referred to Paragraph \_\_\_\_ (a) above.
- The Owner acknowledges and agrees that the Joint Use, Maintenance and Liability Agreement shall be registered on the Owner’s lands at no cost to the City, and a copy of the registered agreement shall be provided to the General Manager, Planning, Infrastructure and Economic Development.
- The Owner acknowledges and agrees that the Joint Use, Maintenance and Liability Agreement shall include a clause that transfers all legal and financial

obligations required under the Joint Use, Maintenance and Liability Agreement to future owners, successors and assigns in title of the subject lands.

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

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

## **26. Water Plant (Private System)**

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.

## **27. 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 Record 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, Infrastructure and Economic Development.

## **28. Use of Explosives and Pre-Blast Survey**

(a) 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, in particular, those within seventy-five (75) metres of the location where explosives are to be used. 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 (the "Notification Letter").

- (b) The Owner acknowledges and agrees that the Notification Letter(s) shall be in compliance with City Standard S.P. No. F-1201 and to the satisfaction of the General Manager, Planning, Infrastructure and Economic Development. Pursuant to City Standard S.P. No. F-1201, the Owner or its agents, contractors and subcontractors shall provide written notice to all owners and tenants of any building and/or facility located within a minimum of one hundred and fifty (150) metres from the blasting location at a minimum of fifteen (15) business days prior to any blasting. The Owner further acknowledges and agrees that it shall provide a copy of the Notification Letter(s) to the General Manager, Planning, Infrastructure and Economic Development prior to any blasting activities.

## **29. 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 the foundation 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.

## **30. Transportation Monitoring Program**

The Owner acknowledges and agrees that a Transportation Monitoring Program, including phasing plan(s) and reporting mechanisms, shall be prepared and submitted, to the satisfaction of the General Manager, Planning, Infrastructure and Economic Development, with the individual Site Plan Control application for Phase 3.

## **31. 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.

### **32. 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 Baseline Road frontage of the lands, measuring 22.25 metres from the existing centreline of pavement/the abutting right-of-way, and across the complete Clyde Avenue frontage of the lands, measuring 17.0 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.

### **33. 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 5.0 metres x 5.0 metres at the intersection of Baseline Road and Clyde Avenue. 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.

### **34. Private Access**

The Owner acknowledges and agrees that all private accesses to Roads shall comply with the City’s Private Approach By-Law being By-Law No. 2003-447 as amended, or as approved through the Site Plan control process.

### **35. 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.

### **36. On-Site Parking**

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.

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.

### **37. 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."

### **38. Permanent Features**

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

### **39. Exterior Elevations Drawings**

The Owner acknowledges and agrees to construct the proposed buildings in accordance with the approved Elevations Plans, referenced in Schedule "E" herein. The Owner further acknowledges and agrees that any subsequent proposed changes to the approved exterior elevations will be subject to review and approval by the City's Urban Design Review Panel, with the final modified exterior elevation designs being subject to formal approval by the General Manager, Planning, Infrastructure and Economic Development. In this regard, the Owner shall submit any modified exterior building elevation plans that have been reviewed by the City's Urban Design Review Panel to the General Manager, Planning, Infrastructure and Economic Development for approval, and the Owner further acknowledges and agrees that such approved modified elevations will be included as part of this Agreement prior to issuance of any building permits for implementation of such modified exterior design plans.

### **40. 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 all decorative paving placed in the City's right-of-way along Clyde Avenue and Baseline Road in accordance with City Specifications, and 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.

### **41. Snow Storage – no interference with servicing**

In addition to the requirements of Clause 17 of Schedule "C" of this Agreement, the Owner further acknowledges and agrees that any portion of the subject lands which is intended to be used for snow storage shall not interfere with the servicing of the subject lands.

### **42. Waste and Recycling Collection (No City Collection)**

- Residential and Commercial Units

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

### **43. 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 to post the approved Tree Permit at all times during tree removal, grading, construction, and any other site alteration activities.

#### **44. Installation of Signs on Private Property**

The Owner acknowledges and agrees it shall obtain approval from the Chief Building Official, Building Code Services prior to installation of any signs on the subject lands. The Owner further acknowledges and agrees that any such signs shall be installed in a location to the satisfaction of the Chief Building Official, Building Code Services and the General Manager, Planning, Infrastructure and Economic Development, and in accordance with the City's Permanent Signs on Private Property By-law No. 2016-326, as amended.

#### **45. Cash-in-Lieu of Parkland**

The Owner shall pay cash-in-lieu of parkland in accordance with the Parkland Dedication By-law of the City of Ottawa, as well as the fee for appraisal services. The amount to be paid is \$564,120.00 plus the parkland appraisal fee of \$500.00 plus H.S.T. of \$65.00 and is not included in the fees shown in Schedule B. The monies are to be paid at the time of execution of the Site Plan Agreement 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 16 funds.

#### **46. Privately Owned Public Space (POPS)**

The Owner acknowledges and agrees to construct the Privately-Owned Public Space, being a part on a plan [*to be updated once the 4R-plan is finalized*] within two (2) years of the City issuing the related building permit, all to the satisfaction of the General Manager, Planning Infrastructure and Economic Development. It is acknowledged and agreed that the POPS does not constitute parkland for the purposes of the Planning Act, RSO 1990, C.P. 13.

#### **47. 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 easement for public access along Clyde Avenue and Baseline Avenue, as shown on the approved Landscape Plan referenced in Schedule "E" hereto 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 Clerk and Solicitor prior to registration of the easement. All costs shall be borne by the Owner.

#### **48. Privately Owned Public Space (POPS) & Signage**

(a) The Owner acknowledges and agrees to install permanent signage on or near the POPS, in visible locations. The signage must clearly identify the name and address of the space and shall indicate that the space is for the use of the public. Signage wording and design, as well as placement shall be approved by the City before manufacturing and installation. The signage shall be in place at the time that the POPOS becomes available for use.

(b) The Owner acknowledges and agrees that, prior to installation of any signage on the lands, it shall obtain approval from the chief Building Official Building Code Services, and the General Manager, Planning Infrastructure and Economic Development, which signage shall be in accordance with the City's Permanent Signs on Private Property By-law No. 2016-325, as amended.

#### **49. Canada Post**

- The Owner acknowledges and agrees that the multi-unit building(s) with common indoor entrance will be serviced through a Lockbox Assembly (LBA) to Canada Post's specifications.
- The Owner acknowledges and agrees that Canada Post will provide mail delivery service to the exterior businesses through centralized Community Mailboxes (CMBS) already installed nearby.

#### **50. Enbridge**

##### **1) Enbridge Gas Distribution Inc. - Conditions and Easements**

The Owner acknowledges and agrees to contact Enbridge Gas Distribution Inc. for service and meter installation details and to ensure that all gas piping is installed prior to the commencement of site landscaping, including, but not limited to tree planting, silva cells, and/or soil trenches, and/or asphalt paving. The Owner further acknowledges and agrees that any costs relating to the relocation of a gas main as a result of changes in the alignment or grade of the road allowances or for temporary gas pipe installations pertaining to phased construction shall be borne by the Owner. The Owner further acknowledges and agrees to provide to Enbridge Gas Distribution Inc., at the Owner's cost, any easements which are required to service the development.

##### **2) Enbridge Gas Distribution Inc. - Easements**

The Owner agrees to convey to Enbridge Gas Distribution Inc., at the Owner's cost, any easements which are required to service this development, as determined by Enbridge Gas Distribution Inc.

#### **51. Bell Canada**

The Owner shall indicate in the Agreement, in words satisfactory to Bell Canada, that it will grant to Bell Canada any easements that may be required, which may include a blanket easement, for communication/telecommunication infrastructure. In the event of any conflict with existing Bell Canada facilities or easements, the Owner shall be responsible for the relocation of such facilities or easements”.

**52. Hydro Ottawa:**

1. The Owner is advised that there is medium voltage underground infrastructure along the West side of the property.

2. The Owner has the obligation to ensure that power quality problems, either steady state or transient, do not arise on the distribution system per Hydro Ottawa’s Conditions of Service Section 2.3.2 “Power Quality.” If a power quality problem arises on the distribution system that originates from the Owner’s property, the Owner shall be responsible for rectification to Hydro Ottawa’s satisfaction.

3. The Owner shall contact Hydro Ottawa to arrange for disconnecting the service from the distribution system and removal of all Hydro Ottawa assets at least ten business days prior to demolition/removal of the serviced structure.

4. If the change in grade is more than three tenths of a meter (0.3m) in the vicinity of proposed or existing electric utility equipment. Hydro Ottawa requests to be consulted to prevent damages to its equipment.

5. Hydro Ottawa prohibits any change of grade that results in reduced life expectancy of its asset. Any change in grade of more than 0.3m in the vicinity of proposed or existing electric utility equipment shall be reviewed with Hydro Ottawa.

a. The Owner shall ensure that any landscaping or surface finishing does not encroach into existing or proposed Hydro Ottawa overhead or underground assets or easement. When proposing to plant in proximity of existing power lines, the Owner shall refer to Hydro Ottawa’s free publication "Tree Planting Advice". The shrub or tree location and expected growth must be considered. If any Hydro Ottawa related activity requires the trimming, cutting or removal of vegetation, or removal of other landscaping or surface finishing, the activity and the re-instatement shall be at the owner’s expense.

6. Hydro Ottawa requires to be pre-consulted before approving any proposed reduction to the City of Ottawa three meter (3m) minimum standard setback prior to designing the electrical servicing, as it may affect the electrical servicing design timeline for installation and cost. This includes any proposed overhang encroachment into the three meter (3m) setback space.

7. The Owner shall ensure that any landscaping or surface finishing does not encroach into existing or proposed Hydro Ottawa overhead or underground assets or easement. When proposing to plant 2 trees in proximity of existing power lines, the Owner shall refer to Hydro Ottawa’s free publication "Tree Planting Advice" which can be found at

<https://hydroottawa.com/outages/safety/safetyoutside/planting-trees>. The shrub or tree location and expected growth must be considered. If any Hydro Ottawa related activity requires the trimming, cutting or removal of vegetation, or removal of other landscaping or surface finishing, the activity and the re-instatement shall be at the owner's expense.

8. The Owner shall be responsible for all costs for feasible relocations, protection or encasement of any existing Hydro Ottawa plant.

9. The Owner is to contact Hydro Ottawa if the electrical servicing of the site is to change in location or in size. A load summary will be needed for the technical evaluation.

10. The Owner is advised that the responsibility for all costs for feasible relocations, protection or encasement of any existing Hydro Ottawa plant resides with the requesting party.

11. The Owner shall convey, at their cost, all required easements as determined by Hydro Ottawa.

12. The Owner shall enter an Installation and Service agreement with Hydro Ottawa.

13. The Owner shall comply with Hydro Ottawa's Conditions of Service and thus should be consulted for the servicing terms. The document, including referenced standards, guidelines and drawings, may be found at <http://www.hydroottawa.com/residential/rates-and-conditions/conditions-of-service/>. The Owner should consult Hydro Ottawa prior to commencing engineering designs to ensure compliance with these documents.

14. Hydro Ottawa reserves the right to raise conditions throughout the development of this proposal should the revisions contain non-conformances with, for example, Hydro Ottawa's Conditions of Service or Standards. To ensure the best outcome, Hydro Ottawa welcomes an early discussion on the proposal.

## 53. **NOISE**

### 1) **Certification Letter for Noise Control Measures**

- 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 Noise Impact Assessment Study referenced in Schedule "E" hereto, 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.

- 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.
- 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.

2) The Owner acknowledges and agrees that the development be fitted with air conditioning to address noise impacts from nearby roadway traffic.

**54. Airports - Ottawa Macdonald-Cartier International Airport - Zoning Regulations**

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

**April 12, 2021**

\_\_\_\_\_  
Date



\_\_\_\_\_  
Lily Xu  
Manager, Development Review, South  
Planning, Infrastructure and Economic  
Development Department

Enclosure: Site Plan Control Application approval – Supporting Information

## SITE PLAN CONTROL APPROVAL APPLICATION SUPPORTING INFORMATION

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**File Number:** D07-12-20-0005

### SITE LOCATION

The site is located at 1357 Baseline Road, and as shown on Document 1.

### SYNOPSIS OF APPLICATION

- The site is located on the north-east corner of Baseline Road and Clyde Avenue and is currently vacant.
- The larger site currently contains a Walmart, the Stantec office building and a commercial strip along Baseline Road. This proposal is the third and final piece of development for the former Laurentian High School lands.
- The proposal is for a mixed-use building with a podium base and two 15-storey towers with a maximum height of 48.2 metres.
- The towers will contain a total of 374 independent living dwelling units and 28 residential care rooming units.
- The ground floor will contain 3 commercial units that will front onto Baseline Road.
- Three-hundred and thirty-three (333) vehicular parking spaces and one-hundred and fifty-six (156) bicycle parking spaces will be provided internally and underground, for residents and visitors. Garbage/Recycling/Composting containers will be located within the building in the parking garage.
- Amenity space will be located on the podium rooftop courtyard, sheltered by towers on the north, east and west, but open to the southern exposure towards Baseline Road.
- A Privately-Owned-Public-Space (POPS) is a significant part of this proposal and will provide the opportunity for the public to enjoy a hard- and soft- landscaped area with formal and informal seating along Clyde Avenue and wraps around the corner to connect with the public sidewalk along Baseline Road.
- The building has been designed with input from the Urban Design Panel and Safe Wings Ottawa.

### DECISION AND RATIONALE

This application is approved for the following reasons:

- The application meets the polices for the Arterial Mainstreet designation in the Official Plan to develop into a more dense, mixed-use section that is more pedestrian- and transit- friendly.
- The proposal meets all of the provisions of the zoning by-law for the Arterial Mainstreet, Exception 1711, Schedule 248, 249 (AM[1711] S248,249)
- The site was designed with input from the Urban Design Review Panel (UDRP).
- The conditions are standard for this type of development.
- The proposed site design represents good planning.

## **URBAN DESIGN REVIEW PANEL**

The Site Plan Control application was subject to the Urban Design Review Panel process. A formal review meeting was held on June 5, 2020.

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

### **Summary**

- The Panel supports this project and believes it will set a good precedent for the street.
- The Panel cautioned that the materials will need to be carefully executed at construction to achieve the effect shown in the renderings.
- The Panel had several recommendations to improve the public nature of the POPS, ensure that the trees grow to the sizes shown in the renderings, and to ensure that the spaces are safe and universally accessible.

### **Building Design**

- The Panel appreciates the look at feel of the building and the design excellence of the curved balconies. The architecture will suit the use well.
- Special attention will need to be paid to the materials chosen and their execution at the time of construction to achieve the desired effect shown in the renderings. For example, ensure that a white coating is applied to the concrete on the underside of the balconies or that it is tinted in colour to achieve the crispness of the renderings. The undersides will be highly visible from the street.
- Avoid the use of a corrugated aluminum panel for the balcony dividers. The crispness of the balcony design will be reduced with the introduction of a top and bottom frame required when using corrugated metal. Using a curved shaped metal panel to achieve the aesthetic that the renderings indicate is suggested.
- The Panel acknowledges that there is a need to differentiate the commercial and residential facades, but the residential currently feels underdefined. The floors extending to the ground need to be more thoughtfully addressed.

- Consider limiting the entrances of the main retail space to the west side. This may allow the plaza to be lowered and have a greater degree of accessibility.

#### **Privately Owned Public Space & Landscape Design**

- The POPS space is elegantly designed as a garden typology and will be pleasant when viewed from the balconies, but the Panel expressed concern that it will not be welcoming enough to the general public. Too much of the space is treated as a forecourt to the building. Locate the heavily planted areas closer to the building, which will be at eye-level from the street, and more seating areas lower and closer to the street.
- As opposed to having the space gradually slope down towards the street, consider stepping the space down in a series of terraces.
- The POPS would be much more successful if it were inward facing (while maintaining public accessibility). Given the context, the outward facing terraces will likely be under used. The POPS will feel like a special place and benches should face towards it.
- Given the shallow depth of the parking garage beneath the POPS, it is unlikely that the trees will be able to grow to the sizes shown in the renderings. Explore the possibility of cutting back the P1 level of the underground garage to ensure sufficient space for soil and root systems.
- Wrap the proposed street tree plantings on Baseline around the corner and along Clyde Avenue.
- Especially given the proposed use of a retirement home, the Panel raised several concerns regarding universal accessibility and the POPS. The plan for the seating steps at the corner plaza may require additional railings and the desired effect of the space will be lost. Continue to study this. Sloped floors or grouping the stairs into small groups may be a better option.
- Consider the greater connection network with consideration to the accessibility needs of the residents of the building. Strong and safe connections will need to be planned to allow residents with reduced mobility to walk to nearby shopping centres, bus stops, etc.

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

- Refinement of some building materials to improve their longevity.
- Reworking of the POPS to ensure it is more accessible to the general public.

## **CONSULTATION DETAILS**

### **Councillor's Concurrence**

Councillor Riley Brockington is aware of Staff's recommendation.

### **Public Comments**

This application was subject to public circulation under the Public Notification and Consultation Policy. There was no public comment received online.

### **Technical Agency/Public Body Comments**

Summary of Comments –Technical

- The Ottawa Airport Authority required that the Applicant confirm that the proposed building would not exceed the elevation of the Outer Surface.
- All other comments were standard and were provided to the Applicant during the review period.

### **Advisory Committee Comments**

#### Summary of Comments – Advisory Committees

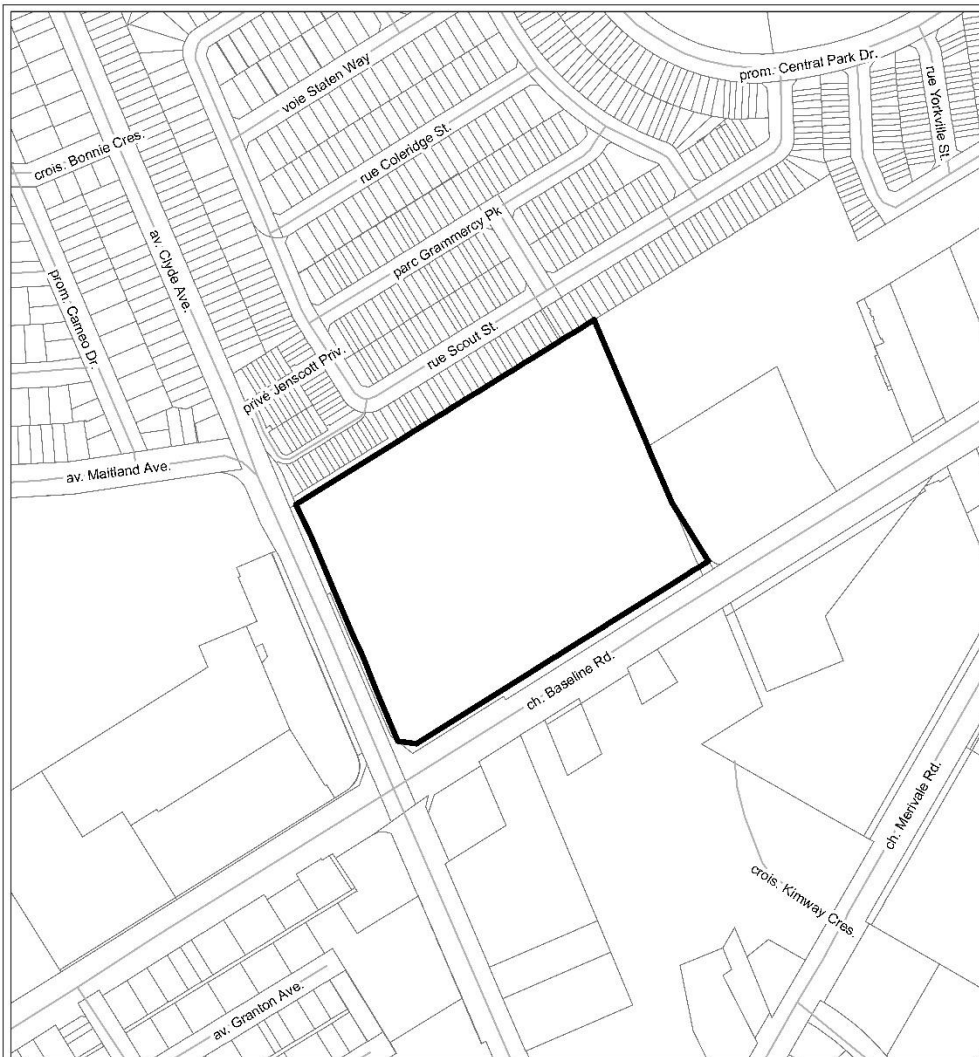
N/A



### **APPLICATION PROCESS TIMELINE STATUS**

This Site Plan application was not processed by the On Time Decision Date established for the processing of an application that has Manager Delegated Authority due to delays receiving and reviewing submissions.

**Contact:** Tracey Scaramozzino Tel: 613-580-2424, ext. 12545, fax 613-580-2576 or e-mail: [tracey.scaramozzino@ottawa.ca](mailto:tracey.scaramozzino@ottawa.ca)

# Document 1 – Location Map



		<p>LOCATION MAP / PLAN DE LOCALISATION SITE PLAN / PLAN D'EMPLACEMENT</p> <div style="display: flex; align-items: center; justify-content: center; gap: 10px;"> <div style="border: 2px solid black; width: 30px; height: 15px; margin-right: 5px;"></div> <p>1357 ch. Baseline Rd.</p> </div>
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