



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

Site Location: 2487 Innes Road

File No.: D07-12-20-0085

Date of Application: July 03, 2020

This SITE PLAN CONTROL application submitted by HP Urban (Peter Hume), on behalf of 10163074 CANADA INC. (Sam Mansour), is APPROVED as shown on the following plan(s):

1. **Site Plan**, A105, prepared by figurr, dated 20 December 2019, revision 9 dated 7 June 2021;
2. **Landscape Plan**, L1, prepared by Gino J. Aiello, dated December 2020, revision 4 dated 19 April 2021;
3. **Erosion Control Plan**, EC-1, prepared by DSEL, dated June 2020, revision 3 dated 8 June 2021;
4. **Grading Plan**, GP-1, prepared by DSEL, dated June 2020, revision 3 dated 8 June 2021;
5. **Site Servicing Plan**, SSP-1, prepared by DSEL, dated June 2020, revision 3 dated 8 June 2021;
6. **Stormwater Management Plan**, SWM-1, prepared by DSEL, dated June 2020, revision 3 dated 8 June 2021;
7. **Basement Floor**, A120, prepared by figurr, dated 06/05/18, revision 7 dated 7 June 2021;
8. **Building Elevations**, A200, prepared by figurr, dated 04/06/20, revision 7 dated 7 June 2021;
9. **Building Elevations**, A201, prepared by figurr, dated 2020/04/02, revision 7 dated 7 June 2021; and

10. **Existing Conditions Plan**, EX-1, prepared by DSEL, dated June 2020, revision 3 dated 8 June 2021.

And as detailed in the following report(s):

1. **Site Servicing and Stormwater Management Report**, prepared by DSEL, Project # 20-1170, Revision # 3, dated June 2021; and
2. **Memorandum – Geotechnical Response to City Comments**, prepared by Peterson Group Inc., File # PG5171-MEMO.02, dated 20 October 2020, to be read in parallel with the Geotechnical Investigation, Proposed Multi-Storey Building, 2487 Innes Road, Ottawa, Ontario, prepared by Peterson Group Inc., Report # PG5171-1, dated 8 June 2020.

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

Requirements

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

GENERAL CONDITIONS

1. **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.

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.

3. **Barrier Curbs**

The Owner acknowledges and agrees that the parking areas and entrances shall have barrier curbs and shall be constructed in accordance with the drawings of a design professional, such drawings to be approved by the General Manager, Planning, Infrastructure and Economic Development.

4. **Water Supply For Fire Fighting**

The Owner shall provide adequate water supply for fire fighting for every building. Water supplies may be provided from a public water works system, automatic fire pumps, pressure tanks or gravity tanks.

5. **Reinstatement of City Property**

The Owner shall reinstate, at its expense and to the satisfaction of the General Manager, Planning, 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.

6. **Construction Fencing**

The Owner acknowledges and agrees to install construction fencing, at its expense, in such a location as may be determined by the General Manager, Planning, Infrastructure and Economic Development.

7. **Construct Sidewalks**

The Owner shall design and construct sidewalk(s) within public rights-of-way or on other City owned lands to provide a pedestrian connection from or to the site as may be determined by the General Manager, Planning, Infrastructure and Economic Development. Such sidewalk(s) shall be constructed to City Standards.

8. **Extend Internal Walkway**

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

9. **Completion of Works**

The Owner acknowledges and agrees that no new building will be occupied on the lands until all requirements with respect to completion of the Works as identified in this Agreement have been carried out and received Approval by the General Manager, Planning, 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.

10. **Development Charges**

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

11. **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.

12. **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

Access

13. 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.

Geotechnical Engineering and Soils

14. 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 and associated Memorandum (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.

15. 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.

16. Soil Management

The Owner acknowledges and agrees to retain an environmental consultant to identify areas on the subject lands where excess soils, fill and/or construction debris will be removed. If through further testing any of these materials are found to be contaminated, the Owner acknowledges and agrees to dispose, treat or recycle these materials at a waste disposal site or landfill licensed for that purpose by the Ministry of the Environment, Conservation and Parks.

17. **Retaining Wall**

The Owner agrees to submit to the General Manager, Planning, Infrastructure and Economic Development, prior to issuance of a building permit, details of the retaining walls which are greater than one metre in height, as shown on the approved plans referenced in Schedule "E" hereto, which shall be designed and prepared by a Professional Structural Engineer, licensed in the Province of Ontario, to the satisfaction of the General Manager, Planning, Infrastructure and Economic Development. The Owner shall provide confirmation to the General Manager, Planning, Infrastructure and Economic Development that the Professional Structural Engineer has inspected and confirmed that the retaining walls have been constructed in accordance with the approved retaining wall details.

18. **Retaining Wall - Stability**

The Owner acknowledges and agrees to install the proposed retaining walls in accordance with the approved Retaining Wall Design and as shown on the approved plans, referenced in Schedule "E" hereto. The Owner shall provide written confirmation, satisfactory to the General Manager, Planning, Infrastructure and Economic Development, that a Geotechnical Engineer/Professional Structural Engineer, licensed in the Province of Ontario, has inspected and confirmed that the retaining walls have been constructed in accordance with the said approved Retaining Wall Design. The Owner further acknowledges and agrees to provide an Internal Compound Stability (ICS) analysis from a Geotechnical Engineer / Professional Structural Engineer, licensed in the Province of Ontario, that all retaining walls, which are greater than one metre in height have been checked for global stability, have a factor of safety of at least 1.5 for static conditions (as calculated through SLIDE) and 1.1 for seismic conditions is achieved, which shall be to the satisfaction of the General Manager, Planning, Infrastructure and Economic Development. The report shall provide structural details of the retaining wall(s).

The Owner further acknowledge and agrees to retain the services of a Professional Structural Engineer and a Soils Engineer, licensed in the Province of Ontario, to inspect any retaining walls on the subject lands and confirm that the retaining walls have been constructed in accordance with the approved retaining wall details.

19. **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.

20. **Protection of City Sewers**

- (a) Prior to the issuance of a building permit, the Owner shall, at its expense:
- (i) provide the General Manager, Planning, Infrastructure and Economic Development with the engineering report from a Professional Engineer, licensed in the Province of Ontario, which report shall outline the impact of the proposed building's footing and foundation walls, on the City sewer system, that crosses the 2487 Innes Rd. frontage (the "City Sewer System") and the impact of the existing City Sewer System on the building's footing and foundation walls;
 - (ii) obtain a legal survey acceptable to the General Manager, Planning, Infrastructure and Economic Development and the City's Surveyor, showing the existing City Sewer System within 2487 Innes Rd. frontage and the location of the proposed building and its footings in relation to the City Sewer System;
 - (iii) obtain a video inspection of the City Sewer System within the 2487 Innes Rd. frontage prior to any construction to determine the condition of the existing City Sewer System prior to construction on the lands and to provide said video inspection to the General Manager, Planning, Infrastructure and Economic Development.
- (b) Upon completion of construction on the lands, the Owner shall, at its expense and to the satisfaction of the General Manager, Planning, Infrastructure and Economic Development:
- (i) obtain a video inspection of the existing City Sewer System within the 2487 Innes Rd. frontage to determine if the City Sewer System sustained any damages as a result of construction on the lands; and
 - (ii) assume all liability for any damages caused to the City Sewer System within the 2487 Innes Rd. frontage and compensate the City for the full amount of any required repairs to the City Sewer System.

21. **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 Plan and Site Servicing and Stormwater Management Report, referenced in Schedule "E" herein. The Owner further acknowledges and agrees it shall assume all maintenance and replacement responsibilities in perpetuity. The Owner shall keep all records of inspection and maintenance in perpetuity, and shall provide said records to the City upon its request.

22. **Oil-Grit Separator (OGS)**

The Owner acknowledges and agrees to install and maintain in good working order the required oil-grit separator, as recommended in the approved Site Servicing Plan and Site Servicing and Stormwater Management Report, referenced in Schedule “E” herein. The Owner further acknowledges and agrees it shall assume all maintenance and replacement responsibilities in perpetuity. The Owner shall keep all records of inspection and maintenance in perpetuity, and shall provide said records to the City upon its request.

23. **Trench Drain**

The Owner acknowledges and agrees to install and maintain in good working order the required trench drain, as recommended in the approved Site Servicing Plan, 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. **Check Valve**

The Owner acknowledges and agrees to install and maintain in good working order the required check valve, as recommended in the approved Site Servicing Plan and Site Servicing and Stormwater Management Report, referenced in Schedule “E” herein. The Owner further acknowledges and agrees it shall assume all maintenance and replacement responsibilities in perpetuity. The Owner shall keep all records of inspection and maintenance in perpetuity, and shall provide said records to the City upon its request.

25. **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.

26. **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.

27. **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.

Private Systems

28. **Water Plant**

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

29. **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.

Blasting

30. Use of Explosives and Pre-Blast Survey

The Owner acknowledges and agrees that all blasting activities will conform to the City's Standard S.P. No. F-1201 entitled Use of Explosives, as amended. Prior to any blasting activities, a pre-blast survey shall be prepared as per S.P. No. F-1201, at the Owner's expense, for all buildings, utilities, structures, water wells and facilities likely to be affected by the blast, 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.

31. Pre-Blast Survey

Prior to any blasting activities, the Owner acknowledges and agrees it shall arrange for a pre-blast survey to be carried out in accordance with Ontario Provincial Standard Specification entitled "General Specification for the Uses of Explosives", Section 120.07.03, by a Professional Engineer licensed in the Province of Ontario, which states as follows:

- (a) A pre-blast survey shall be prepared for all buildings, utilities, structures, water wells, and facilities likely to be affected by the blast and those within 150 m 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.
- (b) The pre-blast survey shall include, as a minimum, the following information:
 - (i) Type of structure, including type of construction and if possible, the date when built.
 - (ii) Identification and description of existing differential settlements, including visible cracks in walls, floors, and ceilings, including a diagram, if applicable, room-by-room. All other apparent structural and cosmetic damage or defect shall also be noted. Defects shall be described, including dimensions, wherever possible.
 - (iii) Digital photographs or digital video or both, as necessary, to record areas of significant concern. Photographs and videos shall be clear and shall accurately represent the condition of the property. Each photograph or video shall be clearly labelled with the location and date taken.
- (c) A copy of the pre-blast survey limited to a single residence or property, including copies of any photographs or videos that may form part of the report shall be provided to the owner of that residence or property, upon request.

32. **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.

Snow Storage

33. **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.

Signs

34. **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.

AGENCIES AND UTILITIES

35. Access Easement to City

The Owner acknowledges and agrees it shall grant to the City, at the Owner's expense, a Blanket Easement over the lands, with the right and licence of free, uninterrupted, unimpeded and unobstructed access to the City to enter on and to pass at any and all times, on, over, along and upon the lands with or without vehicles, supplies, machinery and equipment for all purposes necessary or convenient to construct, maintain, repair and replace the Private Watermains, Private Service Posts and fire hydrants at the Owner's expense. The Owner acknowledges and agrees that notwithstanding the rights granted to the City under the grant of easement, the Owner remains responsible at all times for the maintenance, inspection, alteration, repair, replacement and reconstruction of the utility in the said lands during their term of use. The Owner acknowledges and agrees to provide an electronic copy of the Transfer of Easement prior to the execution of this Agreement by the City, to the satisfaction of the City Clerk and Solicitor. All costs shall be borne by the Owner.

36. Hydro Ottawa

(a) The Owner shall ensure that no personnel or equipment encroaches within three metres (3.0 m) of the Hydro Ottawa Limited overhead medium voltage distribution lines, unless approved by Hydro Ottawa Limited. The Owner shall contact Hydro Ottawa prior to commencing work when proposing to work within three metres (3.0 m) of the Hydro Ottawa Limited distribution lines as noted above. No such work shall commence without prior approval of Hydro Ottawa Limited.

(b) The Owner shall ensure that no permanent structures are located within the "restricted zone" defined by Hydro Ottawa Limited's standard OLS0002. The "restricted zone" surrounds overhead medium voltage pole lines, consisting of a five metre (5.0 m) radial distance from overhead medium voltage conductors, and a two metre (2.0 m) distance from a vertical line drawn from the conductors to ground level along the length of the pole line. This standard complies with the requirements of the *Occupational Health & Safety Act*, the Ontario Building Code and the Ontario Electrical Safety Code. Permanent structure include buildings, signs (even lit signs when open for maintenance), antennas, pools, and fences.

(c) Should any activity, such as tree trimming or working on the sides of a building, be anticipated within three metres (3.0 m) of Hydro Ottawa's overhead lines, the Owner shall contact Hydro Ottawa to discuss arrangements before any activity is undertaken. In line with the Ministry of Labour's Occupational Health & Safety Act, only a Hydro Ottawa employee or Hydro Ottawa approved contractor can work in proximity of these lines.

(d) The Owner acknowledges and agrees to ensure that any landscaping or

surface finishing shall not encroach into the existing or proposed Hydro Ottawa Limited overhead or underground assets or easement. When proposing to plant in the proximity of existing power lines, the Owner shall refer to Hydro Ottawa Limited's publication *Tree Planting Advice*. The Owner acknowledges and agrees to ensure that the shrubs and tree locations and expected growth will be considered. If any Hydro Ottawa Limited 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.

(e) The Owner shall comply with Hydro Ottawa Limited's *Conditions of Service*, as amended, and shall consult with Hydro Ottawa Limited regarding the servicing terms prior to commencing engineering designs in order to ensure compliance with all Hydro Ottawa Limited standards and guidelines.

(f) The Owner acknowledges and agrees to convey any such easement deemed necessary by Hydro Ottawa Limited, depending on the electrical servicing design, at the Owner's own expense and to the satisfaction of Hydro Ottawa Limited.

(g) The Owner acknowledges and agrees that it may be required to enter into an Electrical Servicing Agreement with Hydro Ottawa Limited, incorporating such terms and conditions as Hydro Ottawa Limited deems appropriate.

(h) The Owner acknowledges and agrees that Hydro Ottawa Limited reserves the right to raise conditions throughout the performance of the Works, should any revisions to the development contain non-conformances with Hydro Ottawa Limited's Conditions of Service or Standards.

37. **Enbridge**

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 Enbridge Gas Distribution Inc., at the Owner's cost, any easements which are required to service the development.

38. **Canada Post**

The Owner acknowledges and agrees to make arrangements with Canada Post Corporation concerning the system of mail delivery that is most appropriate for the Site development. The Owner further agrees to supply and install such system components at its expense to the satisfaction of Canada Post Corporation and in a location acceptable to the General Manager of Planning, Infrastructure and Economic Development.

39. **Cash-in-Lieu of Parkland**

Upon execution of this Agreement, the Owner shall pay cash-in-lieu of parkland in an amount equivalent to 2% of the appraised value of the land. Such amount shall be 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 the said funds collected shall be directed to City wide funds, and 60% shall be directed to Ward2 funds.

December 14, 2021

Date



Geraldine Wildman (A)
Manager, Development Review, East
Planning, Infrastructure and Economic
Development Department

Enclosure: Site Plan Control Application approval – Supporting Information

SITE PLAN CONTROL APPROVAL APPLICATION SUPPORTING INFORMATION

File Number: D07-12-20-0085

SITE LOCATION

2487 Innes Road, and as shown on Document 1.

SYNOPSIS OF APPLICATION

A Site Plan Control application to construct a 33 unit low rise apartment building with 45 vehicle parking spots and 15 bicycle parking spaces.

The site has frontage along Innes Road in the community of Blackburn Hamlet. Surrounding the site to the east is a townhouse complex which fronts onto Pennington Lane with the rear yards abutting the site, to the west are 3 single family homes on the east side of Gravelle Crescent, to the north are 2 single family houses located on Gravelle Crescent, to the south across Innes Road is the rear yards of a 6-unit townhouse row on Scotland Private.

The applicant intends to demolish the existing residential building and construct a four-storey building. Parking is provided along the east and rear of the building. 17 indoor secure bicycle parking will be provided. Access to secure bicycle parking and the waste and recycling room are provide through separate doors located at the south east corner of the proposed building.

DECISION AND RATIONALE

This application is approved for the following reasons:

- The proposed use and site development conforms to the relevant policies of the City of Ottawa's Official Plan as 2487 Innes Road is located within the urban area of the City of Ottawa, and the property is a designated Arterial Mainstreet on Schedule B of Official Plan.
- The site is zoned Arterial Mainstreet, Exception 708 (AM11 [708]). The development complies with the general and exception provisions of the site specific AM Zone.
- The proposed site development is consistent with the City of Ottawa's Urban Design guidelines for Arterial Main streets in its continuous streetscape,

compatible built form, pedestrian walkways, parking located away from Innes Road, landscaping, and enclosed servicing and utilities away from the arterial mainstreet.

- The proposed site, servicing, and landscape design for the proposed four-storey apartment building, along with the proposed conditions of approval, are reasonable in the context of the future use of the surrounding land, and, therefore, represent good and responsible planning and site design.

To ensure that the above conditions of site plan control approval are complied with, the applicant is required to enter into a site plan agreement with the City. The required agreement would serve to ensure that the development proceeds in accordance with the approved plans and conditions of site plan control approval.

URBAN DESIGN REVIEW PANEL

N/A.

PARKLAND DEDICATION

Parkland dedication, in accordance with By-law 2009-95, is being satisfied within this approval through the taking of cash-in-lieu of parkland as detailed in the above conditions.

CONSULTATION DETAILS

Councillor's Concurrence

Councillor Laura Dudas was aware of the application related to this report. Councillor has concurred with the proposed conditions of approval.

Public Comments

This application was subject to public circulation under the Public Notification and Consultation Policy. There were public comments received online and staff considered these comments.

Summary of public comments and responses

Public consultation

Comments were received from 10 residents in response to the circulation of the Site Plan Control application, the majority of which expressed concerns with and/or were in opposition to the proposed changes. A summary of the comments received, as well as staff responses to these comments, are detailed below

DENSITY

- The North side of Innes Road in Blackburn Hamlet does not contain any low-rise buildings anywhere else in this area. This area is meant for houses. This would be a huge change to the neighbourhood. Condos and low-rise buildings are all on the

south side of Innes and there is a BIG DIFFERENCE between the two sides of that road (RE low income and high income).

- Not only is it a small space for such a large building, it will also open the pathway for more high density development in Blackburn Hamlet.

Response

This is a Low-rise Infill Housing, and the proposed structure is a permitted use in the City's Zoning By-law 2008-250 and complies with the applicable Arterial Mainstreet – AM11 Zone.

COMPATIBILITY/CONTEXT

- If the application is permitted, it will have significant negative impacts on a quiet neighborhood comprising mostly bungalows and single homes.
- This extensive condo building would be a detriment to the integrity of this part of Blackburn Hamlet and would not be 'common or customary' for this mature community.
- This development will make the surrounding properties into what the Real Estate experts call “the fish bowl properties” with a great loss in property value.

Response

The proposed development, including the mitigating site design measures described above, is appropriate.

BUILDING HEIGHT

- The 4-storey building is too close to adjacent residential properties; ten backyards on the three sides of it. It should be capped at a 2-storey building.

Response

The height of the structure and its setback from the adjacent residential property lines comply with the applicable zone performance standards of the City's Zoning By-law. The building was redesigned to alleviate the massing impact on surrounding area, and to accommodate the hydro setback.

URBAN DESIGN

- major concerns with this development is depriving of any privacy accustomed to during many years. Having balconies overlooking our backyard will greatly impact this advantage we have here in Blackburn Hamlet.

Response

This property faces a designated Design Priority Area and is an Arterial Mainstreets - AM11 Zone. Although there are over-look and privacy concerns on the western façade (which are mitigated with a greater distance from the property line), the eastern façade is an opportunity to provide balconies and the street façade to support inset balconies, which help for architectural interest and much need amenity.

TRAFFIC

- There is too much traffic going through this area and it is impossible to turn left onto Thauvette Street or Gravelle Crescent during rush hour. The proposed development will generate a lot of traffic.

Response

The City of Ottawa 2017 Transportation Impact Assessment Guidelines Screening Form was completed, and based on the use, size, location, projected vehicle trip generation and safety assessment of the proposed development, no traffic-related concerns requiring further analysis were identified.

PARKING

- (1) The number of parking spaces and units are excessive. (2) Parking is not sufficient for a 33 unit apartment building with only 45 parking spaces including visitors parking.
- Parked cars will overflow onto the other streets in the area - not good considering most of the local residents (Gravelle Crescent, Pennington Lane, Bedoe Lane, Roseanne Lane, Glen Park Drive) park their extra vehicles on the side of the road due to having 2 or more cars.

Response

It was recommended that more multi-bedroom units be provided to reduce the number of required parking spaces and free up site area to provide more livability for the residents, as the number of units was considered too aggressive.

A compliant number of parking spaces was provided for this proposal, and it was recognized that this number was directly tied to the number of units being proposed.

FENCE

- A chain link fence between 2487 Innes Road and the condominium property east of the proposed development is preferable.

Response

A solid fence was proposed for privacy, and to prevent animals, cats, squirrels from crossing.

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. Issue related primarily to the satisfactory building design, building height, and parking rate required more time than anticipated to resolve.

Contact: Evode Rwagasore Tel: 613-580-2424, ext. 16483 or e-mail: Evode.Rwagasore@ottawa.ca

Document 1 – Location Map



		LOCATION MAP / PLAN DE LOCALISATION SITE PLAN / PLAN D'EMPLACEMENT	
D07-12-20-0085	20-0522-L	 2487 ch. Innes Rd.	
I:\CO\2020\Site\Innes_2487			
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