



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

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Site Location: 4639 Bank Street

File No.: D07-12-20-0115

Date of Application: August 31, 2020

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This SITE PLAN CONTROL application submitted by Matt McElligott, Fotenn Consultants, on behalf of Glenview Homes, is APPROVED as shown on the following plan(s):

1. **Tree Conservation Report & Landscape Plan**, L.1, prepared by JB Lennox & Associates, dated August 2020, revision 6 dated 05/11/2021.
2. **Site Plan**, SP1 prepared by M. David Blakely Architect Inc., dated July 2020, revision 17, dated 12/10/2021.
3. **General Plan of Services**, C-001, prepared by IBI Group, revision 5, dated 2021-10-06.
4. **Details and Notes**, C-010, prepared by IBI Group, revision 5, dated 2021-10-06.
5. **Grading Plan**, C-200, prepared by IBI Group, revision 5, dated 2021-10-06.
6. **Sanitary Drainage Area Plan**, C-400, prepared by IBI Group, revision 5, dated 2021-10-06.
7. **Storm Drainage Area Plan**, C-500, prepared by IBI Group, revision 5, dated 2021-10-06.
8. **Erosion and Sedimentation Control Plan**, C-900, prepared by IBI Group, revision 5, dated 2021-10-06.
9. **Buildings 1 & 4 Elevations, Terrace Homes**, A1, prepared by M. David Blakely Architect Inc. dated August 2020
10. **Buildings 2 & 3 Elevations, Terrace Homes**, A2, prepared by M. David Blakely Architect Inc. dated August 2020
11. **Buildings 5 & 6 Elevations, Terrace Homes**, A3, prepared by M. David Blakely Architect Inc. dated August 2020
12. **Draft Plan of Phased Condominium**, Survey Plan, prepared by JD Barnes Ltd.

And as detailed in the following report(s):

1. **Geotechnical Investigation**, 4639 Bank Street, prepared by Golder, dated October 2019.
2. **Phase One Environmental Site Assessment**, 4639 Bank Street, prepared by Golder, dated October 2019.
3. **Stage 1 and Stage 2 Archaeological Assessment**, 4639 Bank Street, prepared by Adams Heritage, dated August 21, 2019.
4. **Transportation Impact Assessment, Steps 1, 2, 3, 4**, 4639 Bank Street, prepared by IBI, dated August 6, 2020, updated December 2020.
5. **Environmental Noise Impact Assessment**, 4639 Bank Street, prepared by IBI Group, dated September 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 (note to legal – this has been modified to 'one year from receiving the spa')**

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 receiving the executable Site Plan Agreement, 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.

#### **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.

## **SPECIAL CONDITIONS**

### **Roads Right-of-Way and Traffic**

#### **11. 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.

#### **12. Transportation Study**

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.

#### **13. On-Site Parking Commercial Uses - Notice on Title (*Note to Legal: New for this site*)**

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 there is no assigned parking for any commercial business that may operate out of these units."

“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.”

#### **14. On-Site Parking – Visitors - Notice on Title *(note to legal: new condition)***

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 amount of on-site visitor parking is limited. Visitors to this site will need to ensure they have lawful arrangements and 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.”

### **Access**

#### **14. Private Approach Detail**

The Owner acknowledges and agrees that all private approaches serving the proposed development shall be designed and constructed, at the sole expense of the Owner, in accordance with the City’s “Curb Return Entrances Curb Return at a Private Entrance” Plan, Drawing No. SC7.1, dated March 2007 and revised March 2013, and the Owner shall comply with the City’s Private Approach By-law, being No. 2003-447, as amended.

#### **15. 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.

## **Noise**

### **16. Noise Study**

The Owner agrees to prepare and implement a noise study in compliance with the City of Ottawa Environmental Noise Control Guidelines to the satisfaction of the General Manager, Planning, Infrastructure and Economic Development Department. The Owner shall implement the noise control attenuation measures recommended in the approved noise study.

### **17. Certification Letter for Noise Control Measures**

- (a) The Owner acknowledges and agrees that upon completion of the development and prior to occupancy and/or final building inspection, it shall retain a Professional Engineer, licensed in the Province of Ontario with expertise in the subject of acoustics related to land use planning, to visit the lands, inspect the installed noise control measures and satisfy himself that the installed recommended interior noise control measures comply with the measures in the 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.
- (b) The Certification Letter shall be unconditional and shall address all requirements as well as all relevant information relating to the development, including project name, lot numbers, building identification, drawing numbers, noise study report number, dates of relevant documents and in particular reference to the documents used for the building permits and site grading applications. The Certification Letter(s) shall bear the certification stamp of a Professional Engineer, licensed in the Province of Ontario, and shall be signed by said Professional Engineer, and shall be based on the following matters:
  - (i) Actual site visits, inspection, testing and actual sound level readings at the receptors;
  - (ii) Previously approved Detailed Noise Control Studies, Site Plan and relevant approved Certification Letters (C of A) or Noise thresholds of the City's Environmental Noise Control Guidelines; and
  - (iii) Non-conditional final approval for release for occupancy.

- (c) All of the information required in subsections (a) and (b) above shall be submitted to the General Manager, Planning, Infrastructure and Economic Development, and shall be to his satisfaction.

## **18. Noise Control Attenuation Measures**

The Owner acknowledges and agrees to implement the noise control attenuation measures recommended in the approved Noise Impact Assessment, referenced in Schedule "E" of this Agreement, as follows:

- a. Block 1, Units 1, 2, 5, 6, 9, 10, 13, 14, 17 to 20; Block 2, Units 1, 2, 11 to 20; Block 3, Units 9 to 20; Block 4, Units 13 to 20, are to be equipped with central air conditioning;
- b. Block 1, Units 3, 4, 7, 8, 11, 12, 15 and 16; Block 2, Units 9 and 10; Block 3, Units 1 and 2; Block 4, Units 1 to 12; Block 5, Units 7, 8, 13 to 16; Block 6, Units 1, 2, 9 to 12, are to be fitted with a forced air heating system and ducting, and shall be sized to accommodate central air conditioning;
- c. further to subsection (a and b) above, the location and installation of any outdoor air conditioning device(s) shall comply with the noise criteria of the Ministry of the Environment, Conservation and Parks' Publication NPC-216 entitled Environmental Noise Guidelines for Installation of Residential Air Conditioning Devices, dated September 1994, as amended, in order to minimize the noise impacts both on and off the immediate vicinity of the subject lands;
- d. prior to the issuance of a building permit, a review of building components (windows, walls, doors) is required and must be designed to achieve indoor sound levels within the City's and the Ministry of the Environment, Conservation and Parks' noise criteria;
- e. a noise attenuation barrier 38.6 meters in length (consisting of three segments of 4.5m, 10.2m and 23.9m) will be constructed, in accordance with City Specifications, as required by and depicted in the approved noise study, along the southwest portion of the property; and
- f. notice respecting noise shall be registered against the lands, at no cost to the City, and a warning clause shall be included in all agreements of purchase and sale or lease agreements, as detailed in paragraph below.

## **19. Notice on Title – Noise Control Attenuation Measures**

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

### Type B – Increasing Roadway Traffic

“The Purchaser/Lessee for himself, his heirs, executors, administrators, successors and assigns acknowledges being advised that despite the inclusion of noise control features in this development and within building units, noise levels from increasing roadway traffic may be of concern, occasionally interfering with some activities of the dwelling occupants as the outdoor sound level exceeds the City of Ottawa’s and the Ministry of the Environment, Conservation and Parks’ noise criteria.”

### Type C – Forced Air Heating System and Ducting

The following notice is applicable to Block 1, Units 3, 4, 7, 8, 11, 12, 15 and 16; Block 2, Units 9 and 10; Block 3, Units 1 and 2; Block 4, Units 1 to 12; Block 5, Units 7, 8, 13 to 16; Block 6, Units 1, 2, 9 to 12:

“The Purchaser/Lessee for himself, his heirs, executors, administrators, successors and assigns acknowledges being advised that this dwelling unit has been fitted with a forced air heating system and the ducting, etc. was sized to accommodate central air conditioning. Installation of central air conditioning by the Purchaser/Lessee will allow windows and exterior doors to remain closed, thereby ensuring that the indoor sound levels are within the City of Ottawa’s and the Ministry of the Environment, Conservation and Parks’ noise criteria.”

“The Purchaser/Lessee for himself, his heirs, executors, administrators, successors and assigns acknowledges and agrees it shall identify the location and install any outdoor air conditioning device(s) so as to comply with the noise criteria of the Ministry of the Environment, Conservation and Parks’ Publication NPC-216 entitled Environmental Noise Guidelines for Installation of Residential Air Conditioning Devices, dated September 1994, as amended, in order to minimize the noise impacts both on and off the immediate vicinity of the subject lands.”

### Type D – Central Air Conditioning

The following notice is applicable to Block 1, Units 1, 2, 5, 6, 9, 10, 13, 14, 17 to 20; Block 2, Units 1, 2, 11 to 20; Block 3, Units 9 to 20; Block 4, Units 13 to 20:

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



“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.”

## **ENGINEERING**

### **Geotechnical Engineering and Soils**

#### **20. 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.

#### **21. 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 Grading Plan and Landscape Plan 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.

### **Civil Engineering**

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

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

### **24. 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.

### **25. 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**

#### **26. 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.

## **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. Leak Survey**

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

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

## **Planning and Design**

## **29. 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.

## **CONVEYANCES TO CITY**

### **30. 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.

### **31. Exterior Elevations Drawings**

The Owner acknowledges and agrees to construct the proposed building 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 Elevations Plans shall be filed with the General Manager, Planning, Infrastructure and Economic Development and agreed to by both the Owner and the City prior to the implementation of such changes. No amendment to this Agreement shall be required.

### **32. 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 plant and landscaping material (except municipal trees), concrete walkways connecting to sidewalks, decorative paving and street furnishings placed in the City’s right-of-way along **Rotary Way and Bank Street** 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.

## **Phasing (note to legal – this is revised to remove required amending SPA)**

The Owner acknowledges and agrees that the proposed development shall be constructed in Phases as shown on the approved “Draft Plan of Phased Condominium Survey Plan” referenced in Schedule “E” herein. The Owner acknowledges and agrees that this Site Plan Approval pertains to all phases of development. Phase 1 of the development will be commenced within 1 year of registration of the site plan agreement; Phases 2 and 3 will be commenced within 2 years after registration of the site plan agreement and Phases 4 and 5 will commence within 3 years of registration. The road will be constructed in Phase 1, but will receive curbing and landscaping and be declared during Phase 5. All applicable fees and securities and any other requirements that the City may have will be provided to the City at the initial site plan agreement stage. An Amending Site Plan Agreement shall be required if the site is not fully built out within 5 years of registration of the Site Plan Agreement. ~~is subject to the Owner entering into an Amending Site Plan Agreement, for the lands shown as Phase 2 on the approved “Site Plan Proposed Overall” referenced in Schedule “E” herein, the payment of any applicable fees and securities, and any other requirements that the City may require, all to the satisfaction of the General Manager, Planning, Infrastructure and Economic Development.~~

## **Waste Collections**

### **33. Waste and Recycling Collection (Standard Collection)**

#### (d) Residential Units

The Owner acknowledges and agrees that the City will provide waste collection and cart (and/or container) recycling collection for the residential units. The Owner shall provide an adequate storage room or space for waste containers and recycling carts (and/or containers). The Owner acknowledges and agrees that it is recommended that the containers and carts be placed on a concrete floor. The Owner shall provide an adequate constructed road access to the waste/recycling storage room or area suitable for waste/recycling vehicles as direct access to the containers and carts is required. The Owner acknowledges and agrees that any additional services (i.e. winching of containers) may result in extra charges.

#### (e) Non-Residential/Commercial Units

The Owner acknowledges and agrees that waste collection and recycling collection will not be provided by the City 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.

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

The Owner shall pay cash-in-lieu of parkland for the value of **0.224 hectares** of land, in accordance with the Parkland Dedication By-law of the City of Ottawa, as

well as the fee for appraisal services. The monies are to be paid at the time of execution of the Site Plan Agreement. The cash-in-lieu of parkland dedication shall be directed 60% towards the Ward 22 cash-in-lieu of parkland reserve (Account 830311) and 40% towards the City-wide cash-in-lieu of parkland reserve (Account 830015).

## **CONVEYANCES TO CITY**

### **35. 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 6.0 metres x 6.0 metres at the intersection of Bank Street and Rotary Way. 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.

### **36. Road Widening**

Prior to registration of this Agreement, the Owner acknowledges and agrees to convey to the City, at no cost to the City, an unencumbered road widening across the complete Bank Street frontage of the lands, measuring 22.25 metres from the existing centreline of pavement/the abutting right-of-way. The exact widening must be determined by legal survey. The Owner shall provide a reference plan for registration, indicating the widening, to the City Surveyor for review and approval prior to its deposit in the Land Registry Office. Such reference plan must be tied to the Horizontal Control Network in accordance with the municipal requirements and guidelines for referencing legal surveys. The Owner acknowledges and agrees to provide an electronic copy of the Transfer and a copy of the deposited reference plan to the City Clerk and Solicitor prior to the execution of this Agreement by the City. All costs shall be borne by the Owner.

## **Tree Protection**

37. Owner acknowledges and agrees to abide by the Tree Protection By-law, 2020-240, and that any trees to be removed from the site shall be in accordance with an approved Tree Permit.
38. The Owner agrees to implement the measures recommended in the supporting tree conservation report to ensure preservation of the trees identified for protection, in accordance with the City's tree protection requirements listed within the Tree

Protection By-law, 2020-240. All of which are to the satisfaction of the General Manager, Planning, Infrastructure and Economic Development Department.

**39. OCDSB:**

The Owner be required to inform prospective purchasers that school accommodation pressures exist in the Ottawa-Carleton District School Board schools designated to serve this development which are currently being addressed by the utilization of portable classrooms and/or by directing students to schools outside their community.



October 20, 2021

Date

Sean Moore

(A)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:** D07-12-20-0115

### **SITE LOCATION**

4639 Bank Street, and as shown on Document 1.

### **SYNOPSIS OF APPLICATION**

- The site is located on the south east corner of Bank Street and Rotary Way in the Leitrim Community.
- The site is currently vacant and abuts Bank Street to the west and Rotary Way to the north, the Rotary Club to the east and single detached dwellings to the south.
- The proposal is for a Planned Unit Development (PUD) for 6 low-rise, back-to-back residential terrace homes with 112 units. The maximum height is 12 metres and 3 ½ -storeys with the opportunity for select non-residential uses. The 3 buildings that front onto Bank Street and Rotary Way and will be permitted additional non-residential uses on the ground floor.
- Vehicular access to 125 residential parking spaces and 18 visitor parking spaces will be off Rotary Way. There will also be 58 bicycle parking spaces located outside and within an accessory building.
- There are 2 separate communal amenity areas to provide active and passive spaces.
- The buildings have been designed to be complimentary to the community, while having a modern look.

### **DECISION AND RATIONALE**

This application is approved for the following reasons:

- The proposal complies with the General Urban Designation in the Official Plan which permits a wide range of uses, including the subject proposal.
- The site is within the Leitrim Community Design Plan with a mixed-use designation. The 'mixed-use' designation allows apartments, terrace homes and select non-residential uses.
- The lands were subject to a Zoning By-law Amendment (D02-02-20-0081) to rezone the lands from Minor Institutional, Subzone 1A, exception 1605 (11A [1605]) and Development Reserve to a General Mixed-use Zone with exception to reduce parking rates, rear yard setback and the landscape buffer. The Zoning Amendment was approved by Planning Committee on March 25, 2021 and by



Council on April 14, 2021. The appeal period lapsed on May 11, 2021 and the zoning is now in full force and effect.

- The conditions of approval are standard for this type of development.
- The proposed site design represents good planning principles.

## **CONSULTATION DETAILS**

### **Councillor's Concurrence**

Councillor Carol Anne Meehan is aware of Staff's recommendation and 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

- Comment: Six residents from the community provided emails expressing concern regarding the loss of the current greenspace where the development will occur and with regards to the increase in noise and traffic in the area.

City Response: The current lands are privately owned and have always been intended for development. They were never planned to be public greenspace. The proposal is in keeping with the City's Official Plan polices for the General Urban Area and the Leitrim Community Design Plan designation of Mixed-Use. The development has been designed to be compatible with the existing developments. Typical traffic and noise from the new residential/mixed-use development is not expected to create undue adverse impacts on the surrounding community.

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

#### Summary of Comments –Technical

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 the requirement to rezone the property.

**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



	
D02-02-20-0081	20-0778-D
D07-12-20-0115 - D07-04-20-0011	
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REVISION / RÉVISION - 2020 / 09 / 04	

LOCATION MAP / PLAN DE LOCALISATION  
 ZONING KEY PLAN / SCHÉMA DE ZONAGE  
 SITE PLAN / PLAN DE EMPLACEMENT  
 CONDOMINIUM PLAN / PLAN DE COPROPTIÉTÉ

 **4639 rue Bank Street**

