



**SITE PLAN CONTROL APPLICATION  
DELEGATED AUTHORITY REPORT  
PLANNING, REAL ESTATE AND ECONOMIC DEVELOPMENT DEPARTMENT**

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Site Location: 349 Danforth Ave / Ave 349 Danforth

File No.: D07-12-20-0140

Date of Application: October 20, 2020

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This SITE PLAN CONTROL application submitted by Fernando Matos (Ottawa Carleton Construction Ltd.), on behalf of Frank Porcari, is APPROVED as shown on the following plan(s):

1. **Site Plan**, A1, prepared by Redline Architecture Inc., Revision 4, dated May 26, 2023.
2. **East and South Elevations**, A5, prepared by Redline Architecture Inc., Revision 5, dated May 13, 2022.
3. **West and North Elevations**, A6, prepared by Redline Architecture Inc., Revision 5, dated May 13, 2022.
4. **Servicing and Grading Plan**, W-01, prepared by Arch-Nova Design Inc., Revision 4, dated June 2022.
5. **Erosion and Sediment Control Plan**, W-02, prepared by Arch-Nova Design Inc., Revision 3, dated June 2022.
6. **Tree Replacement Plan**, Version 3.0, prepared by Dendron Forestry Services, dated May 29, 2023.

And as detailed in the following report(s):

1. **Phase One Environmental Site Assessment**, prepared by Gemtec Consulting Engineers and Scientists Limited, dated April 08, 2022.
2. **Phase Two Environmental Site Assessment**, prepared by Gemtec Consulting Engineers and Scientists Limited, dated May 05, 2023.
3. **Geotechnical Report**, prepared by EXP Services Inc., dated May 18, 2022.
4. **Environmental Noise Control Study**, prepared by Patterson Group Inc., dated October 01, 2020.
5. **Servicing and Stormwater Management Report**, prepared by Arch-Nova Design Inc., revision 5 dated August 2022.
6. **Tree Conservation Report**, prepared by Dendron Forestry Services, dated June 25, 2021.

## **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.

And subject to the following Scoped Site Plan Agreement Conditions:

### ***Scoped Site Plan Agreement Conditions***

#### **1. Execution of Agreement within One Year**

The Owner shall enter into a Scoped Site Plan Agreement, limited to the following conditions, list of approved plans and reports, 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. On-Site Parking**

- A) The Owner acknowledges and agrees that units within the proposed building(s) may not be provided with on-site parking. In the event any future tenant or purchaser wishes to have parking, the Owner acknowledges that alternative and lawful arrangements may need to be made to address parking needs at an alternate location and such arrangements are solely the responsibility of the person seeking parking. The Owner further acknowledges and agrees the availability and regulations governing on-street parking vary; that access to on-street parking, including through residential on-street parking permits issued by the City cannot be guaranteed now or in the future; and that a tenant or purchaser intending to rely on on-street parking for their vehicle or vehicles does so at their own risk.
- B) The Owner acknowledges and agrees that a notice-on-title respecting on-site parking, as contained in Clause 4 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.

#### **3. 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.”

#### **4. Noise Control Attenuation Measures**

The Owner acknowledges and agrees to implement the noise control attenuation measures recommended in the approved Environmental Noise Control Study, referenced in Schedule “E” of this Agreement, as follows:

- a. each unit is to be equipped with central air conditioning;
- b. each unit is to be fitted with a forced air heating system and ducting, and shall be sized to accommodate central air conditioning;
- c. further to subsection (b) above, the location and installation of any outdoor air conditioning device(s) shall comply with the noise criteria of the Ministry of the Environment, Conservation and Parks’ Publication NPC-216, dated 1993, and the 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. upon completion of the development and prior to occupancy and/or final building inspection, a Professional Engineer, licensed in the Province of Ontario with expertise in the subject of acoustics related to land use planning, shall be retained to visit the lands, inspect the installed noise control measures and satisfy themselves that the installed recommended interior noise control measures comply with the measures in the Environmental Noise Control Study referenced in Schedule “E” hereto. The Professional Engineer shall prepare, sign and stamp a letter to the General Manager, Planning, Real Estate and Economic Development (the “Certification Letter”) stating that they certify acoustical compliance with all requirements of the applicable conditions in this Agreement, to the satisfaction of the General Manager, Planning, Real Estate and Economic Development;
- e. 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 clause Insert Number below.

## **5. 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 A – Increasing Roadway Traffic**

“The Purchaser/Lessee for himself, his heirs, executors, administrators, successors and assigns acknowledges being advised that noise levels due to increasing roadway/rail/air traffic may be of concern, occasionally interfering with some activities of the dwelling occupants as the outdoor sound level exceeds the City of Ottawa’s and the Ministry of the Environment, Conservation and Parks’ noise criteria.”

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

“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, dated 1993, and the 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 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.”

## **6. Maintenance and Liability Agreement for Landscaping**

The Owner acknowledges and agrees it shall be required to enter into a Maintenance and Liability Agreement with the City, for those elements which are to be located in the City's Danforth Avenue right-of-way, as shown on the approved Site Plan referenced in Schedule "E" herein, including all plant and landscaping material (except municipal trees) and pavers. 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.

## **7. Notice on Title – Residential and Recycling Collection**

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 City will provide cart (and/or container) garbage, recycling, and organic waste collection for the residential units, at the Owner's expense. The Owner shall provide an adequate storage room or space for garbage, recycling, and organic waste carts (and/or containers) 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 storage room or area suitable for garbage/recycling/organic waste collection vehicles and a depressed curb at the entrance to facilitate access to the carts and/or containers, to the satisfaction of the Program Coordinator, Waste Collection Services. The Owner further acknowledges and agrees that any additional services (i.e. winching of containers) may result in extra charges."

"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."

## **8. Parkland Dedication**

- a. The Owner acknowledges and agrees that the conveyance requirement to the City is 28.43 square metres.
- b. The Owner covenants and agrees that the conveyance requirement has been calculated at the rate set out below in accordance with the Parkland Dedication By-law, being By-law No. 2022-280, as amended:
  - i. For cash-in-lieu of conveyance of parkland
    - a. one hectare per 1,000 net residential units but shall not exceed a maximum of 10% of the gross land area where less than or equal to five hectares (residential > 18 units/net ha)
    - b. 2% of the gross land area (commercial & industrial uses).

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

## **9. Cash-In-Lieu of Conveyance of Parkland**

Prior to registration of the Site Plan Agreement, the Owner acknowledges and agrees to pay cash-in-lieu of conveyance of parkland as referenced in Schedule "B" herein. Pursuant to the City's Parkland Dedication By-law, being By-law No. 2022-280, as amended, 40% of said funds collected shall be directed to City wide funds, and 60% shall be directed to Ward 15 funds. The Owner shall also pay the parkland appraisal fee of \$800.00 plus H.S.T. of \$104.00, as referenced in Schedule "B" herein.

**And subject to the following General and Special Conditions, through Letter of Undertaking:**

### ***General Conditions***

## **10. Execution of Agreement within One Year**

The Owner shall execute the City's standard Letter of Undertaking and satisfy the conditions contained within this Delegated Authority Report. In the event the Owner fails to execute the required Letter of Undertaking and submit any required fees and/or securities within one (1) year, this approval shall lapse.]

## **11. 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, Real Estate and Economic Development.

## **12. Waste Collection**

The Owner acknowledges and agrees that residential cart (and/or container) garbage, recycling, and organic waste collection will be provided by the City from a centralized refuse room or area. The Owner shall provide, at its own expense, adequate storage for the containers and carts and acknowledges it is recommended that they be placed on a concrete floor. The Owner shall provide an adequately constructed road for direct access to the garbage/recycling/organic waste storage room or area suitable for garbage/recycle/organic waste collection vehicles. Any additional services (i.e. winching of containers) may result in extra charges.

## **13. 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.

#### **14. Reinstatement of City Property**

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

#### **15. 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, Real Estate and Economic Development.

#### **16. 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, Real Estate and Economic Development. Such sidewalk(s) shall be constructed to City Standards.

#### **17. Extend Internal Walkway**

The Owner shall extend internal walkways beyond the limits of the subject lands to connect the roadway, at the sole expense of the Owner, to the satisfaction of the General Manager, Planning, Real Estate and Economic Development.

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

### **19. Development Charges**

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

### **20. 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, Real Estate 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***

### **21. Permanent Encroachment Agreement**

The Owner acknowledges and agrees to enter into a permanent Aerial Encroachment Agreement to permit the encroachment of the Emergency Roof Scuppers to be constructed within the City's Danforth Avenue right-of-way. The Owner shall, at its expense, provide a reference plan for registration, indicating the approved encroachments, and the Owner shall submit the draft reference plan to the City's Surveyor for review and approval prior to its deposit in the Land Registry



Office. The Owner further acknowledges and agrees that the cost of preparation and registration of the Encroachment Agreement will be borne by the Owner.

## **22. Letter of Tolerance – Right-of-Way**

The Owner shall, within two (2) weeks of Site Plan Control Approval, file with the General Manager, Planning, Real Estate and Economic Development a copy of the letter of tolerance issued by the Right-of-Way Unit for the aerial encroachment of the Emergency Roof Scupper to be constructed within the City's Danforth Avenue right-of-way, as shown on the approved Servicing and Grading Plan, referenced in Schedule "E" herein.

## **23. 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, Real Estate and Economic Development.

## **24. 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.

## **25. Geotechnical Investigation**

The Owner acknowledges and agrees that it shall retain the services of a geotechnical engineer, licensed in the Province of Ontario, to ensure that the recommendations of the Geotechnical Investigation (the "Report"), referenced in Schedule "E" herein, are fully implemented. The Owner further acknowledges and agrees that it shall provide the General Manager, Planning, Real Estate 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, Real Estate and Economic Development.

## **26. Geotechnical - Encroachments**

The Owner acknowledges and agree that the Geotechnical Investigation has recommended a method of shoring that may encroach onto the adjacent property or onto the City's Danforth Avenue right-of way. The Owner acknowledges and agrees that it shall be required to obtain the approval of the adjacent property owner and/or receive municipal consent for any Works within the said Road, prior to the installation of any encroachments. The Owner acknowledges and agrees that for encroachments within the said Road, the Owner shall ensure that there will be no conflicts between the proposed shoring method and the municipal services or utilities in the said Road.

## **27. Groundwater Management**

The Owner acknowledges and agrees to retain an environmental consultant to test groundwater to be removed from the site during and after redevelopment. If through further testing the groundwater samples are found to be contaminated, all contaminated groundwater must be removed, managed or treated in accordance with appropriate Ontario regulations and/or discharged in accordance with the City's Sewer Use By-Law, being By-law No. 2003-514, as amended.

## **28. Stormwater Management Memorandum**

Prior to registration of this Agreement, the Owner acknowledges and agrees to provide the General Manager, Planning, Real Estate 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, Real Estate and Economic Development, and all associated costs shall be the Owner's responsibility.

## **29. 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, Real Estate 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.

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

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

## **31. Water Demand for Fire Fighting**

The Owner acknowledges and agrees that the City's boundary conditions were provided for the subject development site setting out the available municipal water supply. The Owner further acknowledges and agrees that prior to building permit issuance, a letter shall be prepared by a qualified Building Code professional,

licensed in the Province of Ontario, and provided to the General Manager, Planning, Real Estate and Economic Development confirming the plans submitted for building permit issuance have incorporated any and all requirements of the Fire Underwriters Survey, 2020, or as amended, to achieve the low construction coefficient used within the proposed building design.

### **32. Record of Site Condition**

Prior to the issuance of any building permit, the Owner shall submit to the General Manager, Planning, Real Estate and Economic Development, and the Chief Building Official, a Record of Site Condition (“RSC”) completed in accordance with the *Environmental Protection Act*, R.S.O. 1990, c. E.19, *O.Reg. 153/04* (“*O.Reg. 153/04*”), as amended, and such RSC shall be acknowledged by the Ministry of the Environment, Conservation and Parks. The RSC shall confirm that all or part of the site is suitable for the proposed use in accordance with *O.Reg. 153/04*. The City may issue a building permit on a phased basis to allow for site investigation and remediation activities if permitted by *O.Reg. 153/04* which shall be at the sole discretion of the Chief Building Official.

Where available information reveals that contamination extends into a City right-of-way and submission of an RSC is not possible, a building permit may be issued, at the sole discretion of the Chief Building Official, on a phased basis:

- a. where the Owner has executed an off-site management agreement with the City to remediate the right-of-way and the site or;
- b. where the Owner has completed remediation Work on the right-of-way to the satisfaction of the General Manager, Planning, Real Estate and Economic Development.

### **33. Off-site Contaminants**

The Owner agrees to, within 6 months of registration of the Site Plan Agreement, enter into an Off-Site Contaminants Agreement with the City to address the City’s concerns with respect to the off-site contaminants, if any, and for which solely originate from historical activities associated with the subject lands and not those properties adjacent which are known to have impacted soil and groundwater beneath the subject lands and potentially, City rights-of-way. The Owner acknowledges and agrees that no securities shall be released until such time as the Off-Site Contaminants Agreement has been fully executed by the Owner and the City, to the satisfaction of the City Solicitor, Legal Services.

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

The Owner acknowledges and agrees that if contamination originating and 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, Real Estate and Economic Development.

### **35. Environmental Site Remediation Program**

The Owner acknowledges and agrees to implement an environmental site remediation program and/or Human Health and Ecological Risk Assessment (HHERA) / Risk Mitigation Plan (RMP) as per the recommendations of the Phase Two Environmental Site Assessment, referenced in Schedule "E" herein.—The Owner acknowledges and agrees that

- a. soils that are found to be contaminated, must be disposed, treated or recycled at a waste disposal site or landfill licensed for that purpose by the Ministry of the Environment, Conservation and Parks; Alternatively, risk mitigation measures shall be implemented in accordance with the recommendations of the HHERA and the associated RMP as approved by the MECP and included in a Certificate of Property Use (CPU).
- b. Risk mitigation measures shall be implemented to manage the risk associated with the identified contaminated groundwater in accordance with the recommendations of the HHERA and the associated Risk Management Plan (RMP) as approved by the MECP and included in a Certificate of Property Use (CPU).

### **36. Revised Phase Two Environmental Site Assessment Report**

If an environmental site remediation program is implemented to address the identified contaminated soil on-site, prior to the issuance of a building permit, the Owner agrees to provide an update to the approved Phase Two Environmental Site Assessment Report. This amendment shall be in the form of an appendix and will include a remediation completion report and confirmatory sampling results, to the satisfaction of the General Manager, Planning, Infrastructure and Economic Development.

### **37. Site Lighting Certificate**

- a. In addition to the requirements contained in Clause 19 of Schedule "C" hereto, the Owner acknowledges and agrees, prior to the issuance of a building permit, to provide the City with a certificate from an acceptable professional engineer, licensed in the Province of Ontario, which certificate shall state that the exterior site lighting has been designed to meet the following criteria:
  - i. it must be designed using only fixtures that meet the criteria for full cut-off (sharp cut-off) classification, as recognized by the Illuminating Engineering Society of North America (IESNA or IES); and
  - ii. it must result in minimal light spillage onto adjacent properties. As a guideline, 0.5 fc is normally the maximum allowable spillage.

- b. The Owner acknowledges and agrees that, upon completion of the lighting Works and prior to the City releasing any associated securities, the Owner shall provide certification satisfactory to the General Manager, Planning, Real Estate 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.

### **38. 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, Real Estate and Economic Development.

### **39. Works on City Road Allowances**

Any Works required to be done by the Owner on City road allowances shall be according to the specifications and by-laws of the City. The Owner, or its contractor, shall be required to obtain all the necessary permits for road cuts prior to the disruption of the City road allowance and it is further understood and agreed that the aforementioned cuts shall be reinstated to the satisfaction of the Director, Infrastructure Services.

### **40. Testing**

The Owner may be required by the City to perform qualitative and quantitative testing, at the Owner's expense, of any materials which have been or are proposed to be used in the construction of any of the Works required by this Agreement to determine whether they are in conformity with applicable standards as determined by the General Manager, Planning, Real Estate and Economic Development.

### **41. Provision of As-Built Drawings**

The Owner shall supply to the General Manager, Planning, Real Estate and Economic Development, one set of mylar or plastic film as-constructed road, grading and service drawings including the location of all Works, certified under seal by a Professional Engineer, licensed in the Province of Ontario, for City records upon Acceptance and Approval of the Works. Furthermore, the Owner shall provide the As-built Drawings and the attribute data for the Works in a form that is compatible with the City's computerized systems.

August 17, 2023

\_\_\_\_\_  
Date



\_\_\_\_\_  
Jack Smith  
Planner I, Development Review, Central  
Planning, Real Estate and Economic  
Development Department

**APPROVED**

**By Jack Smith at 10:00 am, Aug 17, 2023**

Enclosure: Site Plan Control Application approval – Supporting Information

**SITE PLAN CONTROL APPROVAL APPLICATION  
SUPPORTING INFORMATION**

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**File Number:** D07-12-20-0140

**SITE LOCATION**

349 Danforth Ave, and as shown on **Document 1**.

**SYNOPSIS OF APPLICATION**

The subject property is rectangular-shaped lot with an approximate frontage of 10 metres along Danforth Avenue, and an approximate lot area of 301 square metres (sq.m). The site is currently occupied by a two-storey duplex.

Surrounding the subject site are primarily commercial and retail uses. Directly to the east is a parking lot, with commercial and residential uses further east. To the west are commercial and retail buildings. North of the site are commercial buildings, which front onto Richmond Road. South of the subject site are institutional uses.

The applicant has proposed to construct a three-storey mixed-use apartment building with one commercial unit and 11 dwelling units. No vehicular parking is proposed however, 12 bicycle spaces will be provided at the basement level. Some landscaping, mostly in the rear yard, is proposed. Waste storage is proposed to be located in the basement.

**Residential Units and Types**

| <b>Dwelling Type</b> | <b>Number of Units</b> |
|----------------------|------------------------|
| Apartment- Low-rise  | 11                     |

**Related Applications**

N/A

**DECISION AND RATIONALE**

This application is approved for the following reasons:

- The subject site is located within the Inner Urban Transect Policy Area on Schedule A of the Official Plan. Policies within the Official Plan for the Inner Urban Transect encourages the creation of low-rise missing-middle housing.

- The subject site is designated Neighbourhood on Schedule B and is within the Evolving Overlay on Schedule B2 of the Official Plan. The proposed development is consistent with the policies for the Neighborhood Area, which permits a range of low-rise housing options, as well as compatible non-residential uses. The Evolving Overlay policies further support low-rise intensification and missing-middle housing.
- The subject site is also subject to the Richmond Road/Westboro Secondary Plan and is located within Sector 3. The policies of the Secondary Plan encourage intensification, improvements to storefront facades, and street tree planting. Additionally, Schedule C of the Secondary Plan outlines a maximum height of seven to nine storeys on the subject property. The proposed mixed-use low-rise apartment conforms to these policies.
- The subject site is zoned Traditional Mainstreet “TM H(24)” under Zoning By-law 2008-250, which includes a height restriction of 24 metres. The property is also located within the Mature Neighborhoods Overlay. The TM Zone permits low-rise mixed-use apartment buildings.
- The subject site is located in Area X on Schedule 1A under Zoning By-law 2008-250. On-site parking and visitor parking is not required within Area X where there are less than 12 residential dwelling units. Additionally, on-site parking is not required for non-residential uses for a mixed-use building in Area X where the use is less than 200 square metres. The proposed development conforms to these parking requirements.
- The proposed development is subject to the Urban Design Guidelines for Low-Rise Infill Housing. These regulations ensure that development maintains the general character of the neighbourhood. The proposed development complies with the guidelines.
- The proposed low-rise mixed-use apartment building will provide pedestrian oriented mixed-uses at grade, and will add rental stock within the City. Staff are of the opinion that this proposal represents good planning.

## **PARKLAND DEDICATION**

Parkland dedication, in accordance with By-law 2022-280, is being satisfied within this approval through the taking of cash-in-lieu of parkland as detailed in the above conditions.

## **ROAD MODIFICATIONS**

There are no road modifications associated with this site plan control application.

## **CONSULTATION DETAILS**

### **Councillor’s Comments**

Councillor Jeff Leiper was aware of the application related to this report.

## **Public Comments**

This application was not subject to public circulation under the Public Notification and Consultation Policy. There were public comments received online and staff considered these comments.

In particular, staff received one comment from the Westboro Village BIA, which was supportive of the renewal of properties within the BIA area, and also indicated some concern about the inclusion of residential balconies and how they may impact the ability for commercial patios on Richmond Road.

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

### Summary of Comments –Technical

N/A

### Response to Comments –Technical

N/A

## **Advisory Committee Comments**

### Summary of Comments – Advisory Committees

N/A

### Response to Comments – Advisory Committees

N/A

## **APPLICATION PROCESS TIMELINE STATUS**




This Site Plan application was not processed by the On Time Decision Date due to the complexity of the issues which needed to be resolved.

**Contact:** Jack Smith Tel: 613-580-2424, ext. 21786 or e-mail: jack.smith@ottawa.ca



# Document 1 – Location Map



|   |           |  |  |
|---|-----------|--|--|
|    |           | LOCATION MAP / PLAN DE LOCALISATION<br>SITE PLAN / PLAN D'EMPLACEMENT  |  |
| D07-12-20-0140  | 21-0858-L |  <b>349 av. Danforth Ave.</b> |  |
| I:\CO\2020\Site\Danforth_349  |           |  |  |
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| REVISION / RÉVISION - 2021 / 04 / 20  |           |  |  |
|   |           |  | <br><small>OTTAWA</small> |