



**SITE PLAN CONTROL APPLICATION
DELEGATED AUTHORITY REPORT
PLANNING, DEVELOPMENT AND BUILDING SERVICES DEPARTMENT**

Site Location: 3817, 3835 and 3843 Innes Road

File No.: D07-12-20-0164

Date of Application: November 25, 2020

This SITE PLAN CONTROL application submitted by The Stirling Group, on behalf of Bridor Development (Eric Brisson), is APPROVED as shown on the following plan(s):

1. Site Plan, 3817-3843 Innes Road Apartments, Drawing No A1.1, prepared by Bryden Gibson Architects Incorporated, dated May 2024, revision 6 dated 18.12.24.
2. Tree Conservation Report & Landscape Plan, 4 Storey Apartment Buildings, Drawing No. L.1, prepared by James Lennox & Associates Inc. Landscape Architects, dated February 2022, revision 7 dated 11/29/2024.
3. Elevations Blocks A & B, 3817-3843 Innes Road Apartments, Drawing No A5.0, prepared by Bryden Gibson Architects Incorporated, dated May 2024, revision 4 dated 28.11.24.
4. Building Elevations Block A, 3817-3843 Innes Road Apartments, Drawing No A5.1, prepared by Bryden Gibson Architects Incorporated, dated May 2024, revision 4 dated 28.11.24.
5. Building Elevations Block A, 3817-3843 Innes Road Apartments, Drawing No A5.2, prepared by Bryden Gibson Architects Incorporated, dated May 2024, revision 4 dated 28.11.24.
6. Building Elevations Block B, 3817-3843 Innes Road Apartments, Drawing No. A5.3, prepared by Bryden Gibson Architects Incorporated, dated May 2024, revision 4 dated 28.11.24.
7. Building Elevations Block B, 3817-3843 Innes Road Apartments, Drawing No A5.4, prepared by Bryden Gibson Architects Incorporated, dated May 2024, revision 4 dated 28.11.24.
8. Sediment & Erosion Control Plan, Bridor Developments 3817-3843 Innes Road, Drawing No C100, prepared by Tatham Engineering, dated October 2022, revision 9 dated MAR. 2025.
9. Site Grading Plan, Bridor Developments 3817-3843 Innes Road, Drawing No C200, prepared by Tatham Engineering, dated October 2022, revision 9 dated MAR. 2025.

10. Site Servicing Plan, Bridor Developments 3817-3843 Innes Road, Drawing No C300, prepared by Tatham Engineering, dated October 2022, revision 9 dated MAR. 2025.
11. Site Servicing Plan, Bridor Developments 3817-3843 Innes Road, Drawing No C301, prepared by Tatham Engineering, dated October 2022, revision 9 dated MAR. 2025.
12. Pre Development Drainage Plan, Bridor Developments 3817-3843 Innes Road, Drawing No C400, prepared by Tatham Engineering, dated October 2022, revision 9 dated MAR. 2025.
13. Post Development Drainage Plan, Bridor Developments 3817-3843 Innes Road, Drawing No C401, prepared by Tatham Engineering, dated October 2022, revision 9 dated MAR. 2025.
14. Details – 1, Bridor Developments 3817-3843 Innes Road, Drawing No C500, prepared by Tatham Engineering, dated October 2022, revision 9 dated MAR. 2025.
15. Details – 2, Bridor Developments 3817-3843 Innes Road, Drawing No C501, prepared by Tatham Engineering, dated October 2022, revision 9 dated MAR. 2025.
16. Details – 3, Bridor Developments 3817-3843 Innes Road, Drawing No C502, prepared by Tatham Engineering, dated October 2022, revision 9 dated MAR. 2025.

And as detailed in the following report(s):

1. 3817-3843 Innes Road: Site Servicing and Stormwater Management Report, prepared by Tatham Engineering, Revision 8 dated February 11, 2025.
2. Geotechnical Investigation: Proposed Residential Development, prepared by Paterson Group, Revision 2 dated July 18, 2023.
3. Geotechnical Memo 2, prepared by Paterson Group, dated April 20, 2023.
4. Geotechnical Memo 1, prepared by Paterson Group, dated March 31, 2021.
5. Bridor Developments – 3817-3843 Innes Road Apartment Buildings Noise Impact Study, prepared by State of the Art Acoustik Inc., dated 2024-09-19.
6. TIA - Strategy Document, Revision 2, prepared by D.J. Halpenny & Associates Ltd., dated May 4, 2022.
7. Phase 1 Environmental Site Assessment: Residential Properties 3817, 3819, 3835 and 3843 Innes Road, prepared by Paterson Group, dated May 8, 2015.
8. Phase II Environmental Site Assessment: Residential Properties 3817, 3819, 3835 and 3843 Innes Road, prepared by Paterson Group, dated June 5, 2015.

And subject to the following General and Special Conditions:

General Conditions

1. Lapsing of Approval

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, complete the conditions to be satisfied prior to the signing of this Agreement, and have the corresponding building

permit(s) issued within three (3) years of Site Plan approval, the approval shall lapse.

2. **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, Development and Building Services.

3. **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.

4. **Reinstatement of City Property**

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

5. **Development Charges**

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

6. **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, Development and Building Services. Such sidewalk(s) shall be constructed to City Standards.

7. **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, Development and Building Services.

Special Conditions

8. **Minor Variance Application**

The Owner shall have File no. D08-02-24/A-00314 granted by the Committee of Adjustment, with all levels of appeal exhausted. This shall be to the satisfaction of the Committee of Adjustment and to the General Manager, Planning, Development and Building Services.

9. **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, Development and Building Services, 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, Development and Building Services, 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, Development and Building Services, may order all Work in the project to be stopped, altered, retested or changed to the satisfaction of the General Manager, Planning, Development and Building Services.

Roads Right-of-Way and Traffic

10. **Road Modifications**

The Owner agrees to complete all road modifications required to accommodate this development, as identified in the road modification approval report RMA-2021-TPD-010 referenced in Schedule "E" hereto, and further acknowledges and agrees that it is responsible for all costs associated with the public roadway modifications.

11. **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 – Uncontrolled Intersections" Plan, Drawing No. SC7.1, dated March 2007 and revised March 2021, and the Owner shall comply with the City's Private Approach By-law, being No. 2003-447, as amended.

12. **Notice on Title – Below Grade Parking Areas and Depressed Driveways**

The Owner acknowledges and agrees that a notice shall be registered on title to the subject lands, at the Owner's expense. The Owner further acknowledges and agrees that such notice on title, or the clauses as written directly below, shall be included in all agreements of purchase and sale and lease agreements to inform prospective purchasers and tenants of these matters. The notice on title shall include, but not be limited to, the following:

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

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

Geotechnical Engineering and Soils

13. Slope Stability

The Owner shall have a Professional Structural Engineer and a Soils Engineer, licensed in the Province of Ontario to inspect and confirm the constructed retaining walls have been constructed in accordance with the approved Slope Stability Analysis Report and the Approved Retaining Wall Plan.

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 (the “Report”), referenced in Schedule “E” herein, are fully implemented. The Owner further acknowledges and agrees that it shall provide the General Manager, Planning, Development and Building Services 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, Development and Building Services.

15. Geotechnical – Encroachments

The Owner acknowledges and agrees that the Geotechnical Investigation has recommended a method of shoring that may encroach onto the adjacent property or onto the City’s Innes Road 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.

16. Retaining Wall

The Owner agrees to submit to the General Manager, Planning, Development and Building Services, 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 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, Development and Building Services. The Owner shall provide confirmation to the General Manager, Planning, Development and Building Services that the Professional Structural Engineer has inspected and confirmed that the retaining walls have been constructed in accordance with the approved retaining wall details.

17. **Retaining Wall – Stability**

The Owner acknowledges and agrees to install the proposed retaining walls in accordance with the approved Retaining Wall Design for 3817 – 3843 Innes Road and as shown on the approved Grading Plan, both referenced in Schedule "E" hereto. The Owner shall provide written confirmation, satisfactory to the General Manager, Planning, Development and Building Services, 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 for 3817 – 3843 Innes Road. 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, Development and Building Services. The report shall provide structural details of the retaining wall(s).

The Owner further acknowledges 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.

18. **Protection of City Sewers**

(a) Prior to the issuance of a building permit, the Owner shall, at its expense:

- (i) obtain a video inspection of the City Sanitary Sewer System within Innes Road from 20 metres upstream of MHSA45936 to MHSA56211 and of the City Storm Sewer System within Innes Road from 20 metres upstream of MHST43420 to MHST56381 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, Development and Building Services.

- (b) Upon completion of construction on the lands, the Owner shall, at its expense and to the satisfaction of the General Manager, Planning, Development and Building Services:
 - (i) obtain a video inspection of the existing City Sewer System within Innes Road from 20 metres upstream of MHSA45936 to MHSA56211 and of the City Storm Sewer System within Innes Road from 20 metres upstream of MHST43420 to MHST56381 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 Systems within Innes Road and compensate the City for the full amount of any required repairs to the City Sewer System.

19. **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, Development and Building Services 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.

20. **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.

21. **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, Development and Building Services 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.

22. **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.

23. 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 As-built 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, Development and Building Services.

24. Notice on Title – Below Grade Parking Areas and Depressed Driveways

The Owner acknowledges and agrees that a notice shall be registered on title to the subject lands, at the Owner's expense. The Owner further acknowledges and agrees that such notice on title, or the clauses as written directly below, shall be included in all agreements of purchase and sale and lease agreements to inform prospective purchasers and tenants of these matters. The notice on title shall include, but not be limited to, the following:

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 themselves, their heirs, executors, administrators, successors and assigns, acknowledges being advised that during major storm events, depressed driveways and below grade parking areas may be subject to flooding due to drainage from the road allowance. The purchaser/lessee further acknowledges being advised that the City of Ottawa shall not be liable for flooding

claims. Backwater valves are recommended for installation on catch basins located in depressed driveways.”

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

25. The Owner acknowledges and agrees to implement the noise control attenuation measures recommended in the approved Noise Impact Study, referenced in Schedule “E” of this Agreement, as follows:
- (a) each unit is to be equipped with air conditioning;
 - (b) further to subsection (a) 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.
 - (c) prior to the issuance of a building permit, a review of building components (windows, walls, doors) is required and must be designed to achieve indoor sound levels within the City’s and the Ministry of the Environment, Conservation and Parks’ noise criteria. A letter shall be prepared by a qualified professional and provided to the General Manager, Planning, Development and Building Services confirming the plans submitted for building permit issuance have incorporated any and all mitigation measures to achieve the required indoor sound levels;
 - (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 Noise Impact Study referenced in Schedule “E” hereto. The Professional Engineer shall prepare, sign and stamp a letter to the General Manager, Planning, Development and Building Services (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, Development and Building Services;
 - (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.

26. **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 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 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 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.”

Ending Paragraph

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

27. **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 Innes Road frontage of the lands, measuring 18.75 metres from the existing centreline of pavement. 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 Solicitor prior to the execution of this Agreement by the City. All costs shall be borne by the Owner.

Blasting

28. 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 based on the location where explosives are to be used. In particular, a pre-blast survey shall be completed in accordance with Table 1 of S.P. No. F-1201. 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.

Sensitive Soils

29. Vibration Monitoring

The Owner agrees and acknowledges that prior to commencing site alteration or excavation and backfilling, *or as requested by the City of Ottawa*, that vibration monitoring shall be undertaken by a Professional Engineer licensed in the province of Ontario. Vibration levels shall not exceed those determined by the City and the Province to cause damage to adjacent buildings and structures. The Owner may consider offering pre-construction surveys to adjacent/abutting properties, to validate damage claims or indemnify and save harmless. The Owner agrees to maintain vibration monitoring records during excavation and backfilling, *or as requested by the City of Ottawa*, which shall be made available to the General Manager, Planning, Development and Building Services upon request. The Owner agrees and acknowledges that the City shall be indemnified from any damage claims resulting from construction activities.

Site Lighting

30. 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, Development and Building Services, 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.

31. **Parkland Dedication**

- (a) The Owner acknowledges and agrees that the conveyance requirement to the City is 726.71 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 (residential > 18 units/net ha):
 - i. 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.

32. **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 2 funds. The Owner shall also pay the parkland appraisal fee of \$820.00 plus H.S.T. of \$106.60, as referenced in Schedule "B" herein.

CILP Fee Breakdown:

Convert Appraisal:

| | | |
|---|----------|-----------|
| CREO Appraisal (unit per square foot) | 35.03 | per sq ft |
| Convert Conveyance Requirement (726.71m2) to sqft | 7,822.20 | sq ft |

Fees:

| | | |
|-------------------------------------|----------------------|---------------------|
| Cash-in-lieu of Parkland Fee | | \$274,012 |
| *40% City Wide Account: | 830015 | \$109,604.69 |
| *60% Ward Account: | Ward 2 830291 | \$164,407.03 |
| CREO Appraisal fee | | \$850.00 |
| CREO HST fee | | \$110.50 |
| Total | | \$274,972.22 |

33. **Snow Storage - Setback**

In addition to the provisions set out in Clause 17 of Schedule "C" to this Agreement, the Owner acknowledges and agrees that no snow storage will occur within the fifteen (15 m) metre setback from the top bank of the watercourse, pursuant to the City's Zoning By-Law 2008-250, as amended.

Waste Collection

34. 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. It is expressly acknowledged that this service may be amended or discontinued at the City's sole discretion, if in the City's opinion, access is not appropriate or due to policy/process changes within the operating department.

RVCA

35. **Rideau Valley Conservation Authority**

The Owner acknowledges and agrees to obtain any required approvals and/or permits from the Rideau Valley Conservation Authority prior to the commencement of site works. The Owner acknowledges and agrees to file copies of such approvals and/or permits with the General Manager, Planning, Development and Building Services.

School

36. **Notice on Title – School Accommodation**

The Owner acknowledges and agrees that a notice shall be registered on title to the subject lands, at the Owner's expense. The Owner further acknowledges and agrees that such notice on title, or the clauses as written directly below, shall be included in all agreements of purchase and sale and lease agreements to inform prospective purchasers and tenants of these matters. The notice on title shall include, but not be limited to, the following:

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 themselves, their heirs, executors, administrators, successors and assigns, acknowledges being advised that the Ottawa-Carleton District School Board has pupil accommodation concerns for this dwelling unit. The

purchaser/lessee agrees to inform prospective purchasers or tenants in all subsequent agreements of purchase and sale and lease agreements that school accommodation pressures exist in the Ottawa-Carleton District School Board, which are currently being addressed by the utilization of portable classrooms and/or by directing students to school outside their community.”

“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.”



March 31, 2025

Date

John Sevigny
Manager (A), Development Review
East, Planning, Development and
Building Services Department

Enclosure: Site Plan Control Application approval – Supporting Information

SITE PLAN CONTROL APPROVAL APPLICATION SUPPORTING INFORMATION

File Number: D07-12-20-0164

SITE LOCATION

3817, 3835 and 3843 Innes Road, and as shown on Document 1.

SYNOPSIS OF APPLICATION

The subject site is composed of three parcels of land, 3817, 3835, and 3843 Innes Road. The site is located on the north side of Innes Road and west of Frank Bender Street in Orleans. This site has approximately 120 metres of frontage and with a depth of approximately 60 metres. The total lot area is approximately 7,267 square metres.

The subject site is approximately 7000 square metres in area with 120 metres of frontage. Directly north and west of the site, low-density single-family residential uses exist. Abutting east of the site is an existing gas station. To the southeast and across Innes Road, a water tower and Wal-Mart Supercentre exist.

This proposal is a planned unit development consisting of two four-storey apartment buildings with 58 residential units in each. At the rear of the development site are two ramps leading to two separate underground parking levels.

Residential Units and Types

| Dwelling Type | Number of Units |
|----------------------|------------------------|
| Apartment | 116 |

Related Applications

The following application is related to this proposed development:

Minor Variance application D08-02-24/A-00314

DECISION AND RATIONALE

This application is approved for the following reasons:

- The proposed development is consistent with the Official Plan policies, and specifically those relating to the Suburban Transect policy area and its (sub) designation of Mainstreet Corridor. The Corridor designation applies to bands of land along specified streets whose planned function combines a higher density of development, a greater degree of mixed uses and a higher level of street transit service than abutting Neighbourhoods, but lower density than nearby Hubs.
- The proposed development is consistent with the relevant guidelines of the Urban Design Guidelines for Development Along Arterial Mainstreets and Urban Design Guidelines for Low Rise Infill Housing.
- The proposed development conforms with the provisions of the R4Z zone as it relates to the proposed land use and relevant performance standards, under Zoning By-law No. 2008-250.
- The recommended conditions of approval will ensure that the development addresses outstanding comments and concerns.
- The proposed development and site design represents good urban planning in the public interest.

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 road modifications associated with this site plan control application, as detailed in the attached Road Modifications Report.

Director of Transportation Planning has approved the Delegated Authority Report for Road Modifications to 3817 Innes Road. The design in the RMA is to construct a median extension restricting access to a new development. In accordance with By-Law 2018-397, the requirements for delegated authority approval have been satisfied.

Modifications outlined in the attached report can proceed to detailed design and construction.

CONSULTATION DETAILS

Councillor's Comments

Councillor Laura Dudas is aware of the application related to this report.

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

The main concerns identified by immediate residents was that the massing of the proposed buildings may impact the current privacy and lack of shadows enjoyed by the residents to the north. Also, concern over blasting for the creation of the foundation was another major concern, as these vibrations may have negative impacts and affect adjacent existing foundations.

City Response: The City and the applicant have successfully compromised to ensure the massing would not have significant impacts to the properties to the north. The siting and orientation of the buildings is a result of mitigating any impact the zoning by-law's height maximum would have, in terms of affecting privacy and shadows to the north.

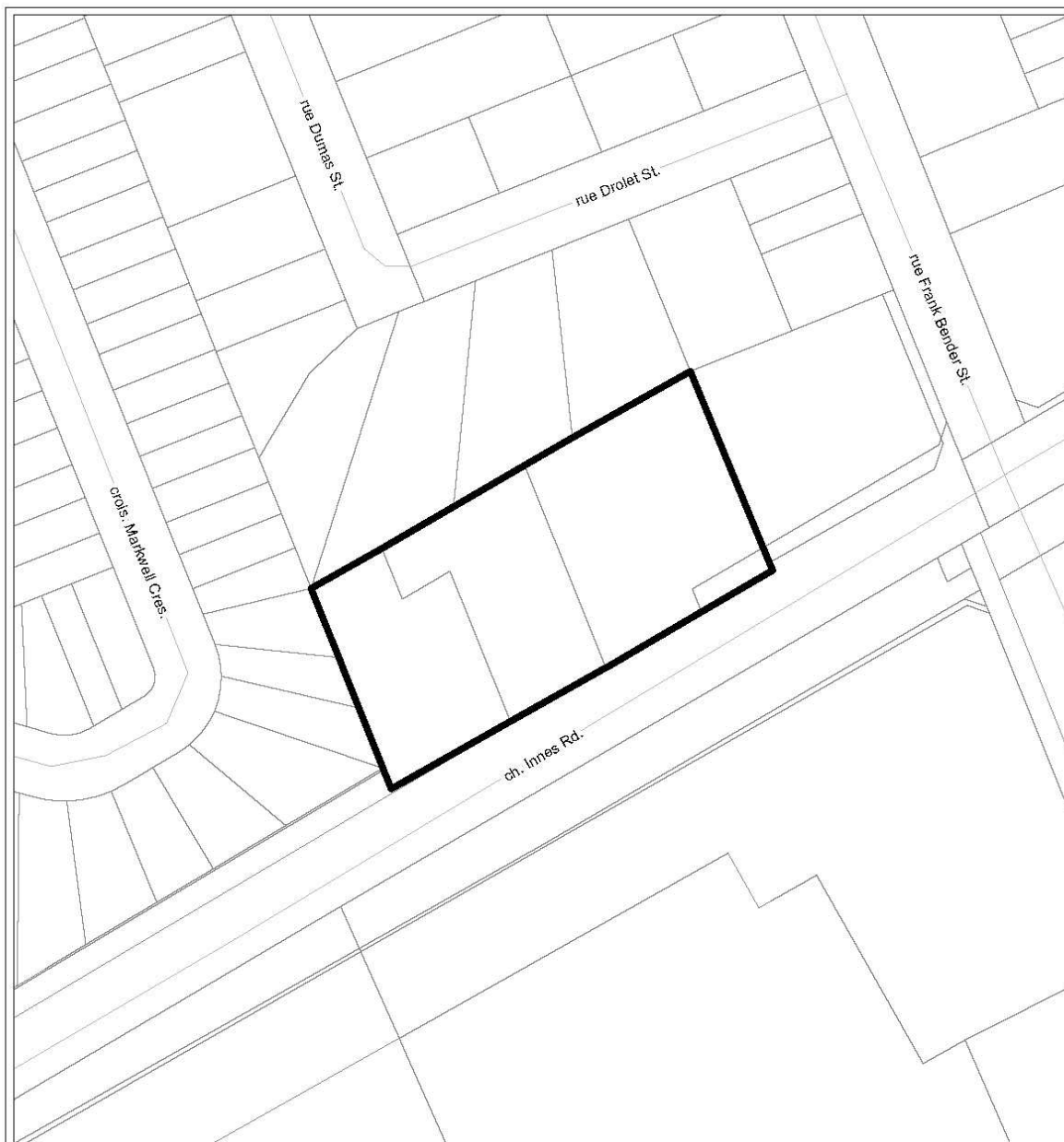
The City has also listened to the residents' concerns regarding adjacent foundations health, during and after foundation works at the subject site. As a result, the City has conditioned the landowner to provide pre-construction and post-construction surveys of immediate adjacent and abutting foundations, to the north.

APPLICATION PROCESS TIMELINE STATUS

This Site Plan application was not processed by the On Time Decision Date due to the complexity of the issues associated with the transition to the northern low-lying residential properties as well as the proposal's relationship to Innes Road.

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Document 1 – Location Map



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REVISION / RÉVISION - 2021 / 02 / 03

LOCATION MAP / PLAN DE LOCALISATION
SITE PLAN / PLAN D'EMPLACEMENT



3817, 3835, 3843 ch. Innes Rd.



NOT TO SCALE