



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

Site Location: 112 and 134 Nelson Street

File No.: D07-12-21-0115

Date of Application: July 29, 2021

This SITE PLAN CONTROL application submitted by Fotenn Planning + Design, on behalf of Smart Living GP Inc., is APPROVED as shown on the following plan(s):

1. **Site Plan**, Dwg Number SPC-01, prepared by Neuf Architect(e)s, dated 2024.07.10, revision 2 dated 2024.09.11.
2. **North & East Elevations**, Dwg Number SPC-14, prepared by Neuf Architect(e)s, dated 2024.07.10, revision 2 dated 2024.09.11.
3. **South & West Elevations**, Dwg Number SPC-15, prepared by Neuf Architect(e)s, dated 2024.07.10, revision 2 dated 2024.09.11.
4. **Tree Conservation Report & Landscape Plan**, Drawing No. L.1, prepared by James B. Lennox & Associates Inc., dated JULY 2021, revision 11 dated 09/11/2024.
5. **Notes and Details**, Drawing No: C01, prepared by WSP, dated 07/16/21, revision 9 dated 12/09/24.
6. **Grading Plan**, Drawing No: C02, prepared by WSP, dated 07/16/21, revision 9 dated 12/09/24.
7. **Servicing Plan**, Drawing No: C03, prepared by WSP, dated 07/16/21, revision 9 dated 12/09/24.
8. **Erosion and Sediment Control Plan**, Drawing No: C04, prepared by WSP, dated 07/16/21, revision 9 dated 12/09/24.

And as detailed in the following report(s):

1. **Phase I – Environmental Site Assessment, 134 Nelson Street, Ottawa, Ontario**, prepared by Paterson Group, dated June 27, 2023.
2. **Phase I – Environmental Site Assessment Update, 112 Nelson Street, Ottawa, Ontario**, prepared by Paterson Group, dated May 10, 2023.
3. **Phase II – Environmental Site Assessment, 134 Nelson Street, Ottawa, Ontario**, prepared by Paterson Group, dated December 19, 2023.
4. **9-Storey Residential Development, 112-134 Nelson Street, Ottawa, ON, Site Servicing Report**, prepared by WSP, dated June 28, 2024.

5. **112-134 Nelson Street, Stormwater Management Report**, prepared by WSP, dated June 07, 2024.
6. **Geotechnical Investigation, Proposed Multi-Storey Building, 112 and 134 Nelson Street, Ottawa, Ontario**, prepared by Paterson Group, dated January 24, 2023.
7. **Roadway Traffic Noise Addendum Letter, 112 Nelson Street, Ottawa**, prepared by Gradient Wind, dated January 25, 2023.
8. **Roadway Traffic Noise Addendum Letter, 112 & 134 Nelson Street, Ottawa**, prepared by Gradient Wind, dated March 31, 2023.
9. **Pedestrian Level Wind Study Addendum, 112-134 Nelson Street, Ottawa**, prepared by Gradient Wind, dated January 26, 2023.
10. **112-134 Nelson Street, Transportation Impact Assessment**, prepared by CGH Transportation, dated September 2024.

And subject to the following Requirements, 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. **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, Development and Building Services.

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.

8. **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, Development and Building Services, 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, Development and Building Services, the aforesaid Works are proceeding satisfactorily toward completion. The Owner shall obtain the prior consent of the General Manager, Planning, Development and Building Services 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, Development and Building Services, 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.

9. **Development Charges**

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

10. **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, Development and Building Services, 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

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

12. **Transportation Impact Assessment**

The Owner has undertaken a Transportation Impact Assessment, 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. **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.

14. **On-Site Parking**

The Owner acknowledges and agrees that units within the proposed building(s) may not/will 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/will 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.

15. **Notice on Title – On-site Parking**

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 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 clauses, verbatim, shall be included in all subsequent agreements of purchase and sale and lease agreements for the lands described herein, which covenant shall run with the said lands.”

16. **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.

17. **Noise Control Attenuation Measures**

The Owner covenants and agrees that it shall retain the services of a professional engineer licensed in the Province of Ontario to ensure that the recommendations of the Roadway Traffic Noise Assessment 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 professional engineer that the Owner has complied with all recommendations and provisions of the Roadway Traffic Noise Assessment, prior to building occupancy, which confirmation shall be to the satisfaction of the General Manager, Planning, Development and Building Services.

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

- (a) each unit is to be equipped with central air conditioning;
- (b) 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;
- (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 Roadway Traffic Noise Assessment Report 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.

18. **Notice on Title – Noise Control Attenuation Measures**

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:

Type D – Central Air Conditioning

"The purchaser/lessee for themselves, their 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."

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."

19. **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, 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.

20. **Geotechnical – Encroachments**

The Owner acknowledges and agree that the Geotechnical Investigation, referenced in Schedule "E" herein, has recommended a method of shoring that may encroach onto the adjacent property or onto the City's Nelson Street 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.

21. **Record of Site Condition**

Prior to the issuance of any building permit, the Owner shall submit to the General Manager, Planning, Development and Building Services, 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, Development and Building Services.

22. **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.

23. **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."

24. **Protection of City Sewers**

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

- (i) provide the General Manager, Planning, Development and Building Services with the engineering report from a Professional Engineer, licensed in the Province of Ontario, which report shall outline the impact of the proposed building's footing and foundation walls, on the City sewer system, that crosses the Nelson Street frontages (the "City Sewer System") and the impact of the existing City Sewer System on the building's footing and foundation walls;
- (ii) obtain a legal survey acceptable to the General Manager, Planning, Development and Building Services and the City's Surveyor, showing the existing City Sewer System within Nelson Street the location of the proposed building and its footings in relation to the City Sewer System;

- (iii) obtain a video inspection of the City Sewer System within Nelson Street 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 Nelson Street to determine if the City Sewer System sustained any damages as a result of construction on the lands; and
 - (ii) assume all liability for any damages caused to the City Sewer System within Nelson Street and compensate the City for the full amount of any required repairs to the City Sewer System.

25. **Stormwater Management Memorandum**

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

26. **Stormwater Works Certification**

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

27. **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 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.

28. **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.

29. **Exterior Elevations Drawings**

The Owner acknowledges and agrees to construct the proposed building in accordance with the approved North & East- and South & West Elevations, referenced in Schedule “E” herein. The Owner further acknowledges and agrees that any subsequent proposed changes to the approved plans shall be filed with the General Manager, Planning, Development and Building Services 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.

30. **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 Nelson Street right-of-way, as shown on the approved Tree Conservation Report & Landscape Plan referenced in Schedule “E” herein, including all plant and landscaping material (except municipal trees), driveways, concrete surfaces, planters, unit pavers and gates. 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.

31. **Section 37 Agreement**

Pursuant to the Section 37 Agreement registered as instrument number OC2684006, the Owner acknowledges and agrees that the public benefits listed therein shall be secured prior to the issuance of the first Building Permit and will be indexed, calculated from the date of that agreement to the date of payment.

32. **Waste Collection**

(a) 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.

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

33. **Forestry**

(a) The Owner acknowledges and agrees that any excavation within the Critical Root Zone of the 710mm diameter silver maple tree on Nelson Street identified on the approved Tree Conservation Report & Landscape Plan, referenced in Schedule "E" herein, shall be supervised by a Registered Professional Forester (RPF) and that any below ground structure shall be identified to the City's Planning Forester. The Owner further acknowledges and agrees to abide by any corrective actions identified by the RPF.

(b) The Owner further acknowledges and agrees that should the tree referenced in Condition 34(a) require removal, the Owner shall provide compensation for the tree in the amount calculated by the City's Planning Forester and shall replace the tree at the Owners cost.

34. **Parkland Dedication**

(a) The Owner acknowledges and agrees that the conveyance requirement to the City is 363.34 square metres calculated in accordance with the Parkland Dedication By-law, being By-law No. 2022-280, as amended:

- i. 10% of the gross land area of the residential portion of the property.
 - ii. 2% of the gross land area of the commercial portion of the property.
- (b) The Owner covenants and agrees that the conveyance requirement will be in the form of cash-in-lieu of parkland.

35. **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 Insert Number 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.

36. **Release of Previous Site Plan Agreement**

- (a) The Owner and the City agree that the Site Development Agreement registered on 1980/03/27 as Instrument No. NS82500 can be released from title to the subject lands described in Schedule "A" hereto upon registration of this Agreement. The Owner acknowledges and agrees that the release of the aforementioned agreements shall be registered by the City, and all costs shall be borne by the Owner.
- (b) The Owner and the City agree that the Site Development Agreement registered on 1993/09/01 as Instrument No. N670311 can be released from title to the subject lands described in Schedule "A" hereto upon registration of this Agreement. The Owner acknowledges and agrees that the release of the aforementioned agreements shall be registered by the City, and all costs shall be borne by the Owner.

October 15, 2024

Date



Andrew McCreight
Manager, Development Review
Central, Planning, Real Estate and
Economic Development Department

Enclosure: Site Plan Control Application approval – Supporting Information

SITE PLAN CONTROL APPROVAL APPLICATION SUPPORTING INFORMATION

File Number: D07-12-21-0115

SITE LOCATION

112 and 134 Nelson Street, and as shown on Document 1.

SYNOPSIS OF APPLICATION

The subject site is located on the west side of Nelson Street between York and Rideau Streets in the Lowertown neighbourhood. The subject site is L-shaped and approximately 3,642 square metres in size, with 28 metres of frontage on Nelson Street. Immediately adjacent to the site, to the north, is a mid-rise residential building, and to the south is a surface parking lot. Opposite it, on the east side of Nelson Street, are townhouses and the Rideau Street Loblaws. Currently present on the site are two low-rise commercial buildings and surface parking.

The present Site Plan Control application was submitted in mid-2021 but did not proceed to approval. In February 2023 a revised proposal was submitted, that includes the neighbouring property, 134 Nelson Street, which has been acquired by the applicant, and the application reactivated.

It is proposed to redevelop the site with a nine-storey residential building with 421 residential dwelling units and one ground floor commercial unit. The proposed building is L-shaped, following the shape of the site. The building varies in height from one to six to nine storeys. It is proposed to accommodate a mix of residential units, including bachelor suites, one-, two- and three-bedroom units. Vehicular parking is proposed underground and will include 18 residential (include three car share spaces) and 17 visitor parking spaces (including two car share spaces). A total of 422 bicycle parking spaces are proposed. Amenity space will be provided in the form of private balconies, interior common spaces and on the rooftop of the sixth storey.

Residential Units and Types

Dwelling Type	Number of Units
Apartment	421

Related Applications

The following applications are related to this proposed development:

- Zoning By-law Amendment – D02-02-23-0011

DECISION AND RATIONALE

This application is approved for the following reasons:

- The proposal is consistent with the Official Plan policies relating to development within Neighbourhoods in the Downtown Core Transect subject to the Evolving Neighbourhood Overlay.
- The proposal conforms to the provisions of the R5B[2664] S421-c zone, adopted by City Council under by-law number 2024-166 on April 17, 2024 through Zoning By-law Amendment application number D02-02-23-0011.
- Standard conditions of approval are recommended to ensure the orderly development of the site.
- The proposed site design represents good land use 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.

CONSULTATION DETAILS

Councillor's Comments

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

Public Comments

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

Technical Agency/Public Body Comments

Summary of Comments – Technical

N/A

Advisory Committee Comments

Summary of Comments – Advisory Committees

N/A

APPLICATION PROCESS TIMELINE STATUS

This Site Plan application was not processed by the On Time Decision Date due to the complexity of issue relating to site design and community benefits.

Contact: Adrian van Wyk Tel: 613-580-2424, ext. 21607 or e-mail: Adrian.vanWyk@ottawa.ca

Document 1 – Location Map



D07-12-21-0115

24-1078-R

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REVISION / RÉVISION - 2024 / 09 / 27

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



112 & 134 rue Nelson St.

