



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

Site Location: 1125 & 1149 Cyrville Road

File No.: D07-12-21-0214

Date of Application: December 6, 2021

This SITE PLAN CONTROL application submitted by Peter Hume/Alison Sterling, on behalf of Westrich Management LTD., is APPROVED as shown on the following plan(s):

1. Site Plan, Drawing No. A100, prepared by J+S Architect, dated 04/02/2024.
2. Tree Conservation Report & Landscape Plan, Drawing No. L.1, prepared by James B. Lennox & Associates Inc. Landscape Architects, dated November 2021, Revision 11 dated 07/16/2024.
3. Notes and Legends Plan, Drawing No. NL-1, prepared by Stantec Consulting Ltd., dated 21.11.22, Revision 14 dated 24.06.20.
4. Site Servicing Plan, Drawing No. SSP-1, prepared by Stantec Consulting Ltd., dated 21.11.22, Revision 14 dated 24.06.20.
5. Existing Conditions and Removals Plan, Drawing No. EX-1, prepared by prepared by Stantec Consulting Ltd., dated 21.09.22, Revision 14 dated 24.06.20.
6. Grading Plan, Drawing No. GP-1, prepared by Stantec Consulting Ltd., dated 21.11.22, Revision 16 dated 24.07.17.
7. Erosion Control Plan and Detail Sheet, Drawing No. ECDS-1, prepared by Stantec Consulting Ltd., dated 21.11.22, Revision 14 dated 24.06.20.
8. Storm Drainage Area Plan, Drawing No. SD-1, prepared by Stantec Consulting Ltd., dated 21.11.22, Revision 14 dated 24.06.20.
9. Sanitary Drainage Area Plan, Drawing No. SA-1, prepared by Stantec Consulting Ltd., dated 21.11.22, Revision 14 dated 24.06.20.
10. North and South Elevations, Building A Phase 1, Drawing No. A300, prepared by J+S Architect, dated 08/15/2023, Revision 1 dated 04/02/2024.

11. East & West Elevations, Building A Phase 1, Drawing No. A301, prepared by J+S Architect, dated 08/15/2023, Revision 1 dated 04/02/2024.
12. Courtyard Elevations, Building A Phase 1, Drawing No. A302, prepared by J+S Architect, dated 08/15/2023, Revision 1 dated 04/02/2024.

And as detailed in the following report(s):

1. Servicing and Stormwater Management Report - 1125-1149 Cyrville Road, prepared by Stantec Consulting Ltd., dated April 9, 2024.
2. Geotechnical Investigation, prepared by Paterson Group Inc., dated November 16, 2021, Revision 1 dated August 29, 2023.
3. Geotechnical Review of Service Easement, prepared by Paterson Group Inc., dated June 27, 2022.
4. Phase 1 Environmental Site Assessment Update, prepared by Paterson Group Inc., dated November 10, 2021.
5. Supplemental Phase II Environmental Site Assessment: 1125-1149 Cyrville Road, prepared by Paterson Group Inc., dated November 12, 2021.
6. Settlement Monitoring Program – Existing Trunk Sewer Memorandum, prepared by Paterson Group Inc., dated August 29, 2023.
7. Pedestrian Level Wind Study, prepared by Gradient Wind, dated January 22, 2022.
8. Transportation Impact Assessment, prepared by Stantec Consulting Ltd., dated October 13, 2021.
9. 1125-1149 Cyrville Road Transportation Impact Assessment Memo, prepared by Stantec Consulting Ltd., dated June 20, 2022.
10. Environmental Noise Control Study: Proposed Residential Buildings, 1125-1149 Cyrville Road, prepared by Paterson Group, Revision 1 dated January 16, 2023.

And subject to the following General and Special Conditions:

General Conditions

1. **Registration of Agreement and Building Permit Issuance Within Three Years**

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 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 Department.

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 Department, 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 Department.

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 Department.

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

Special Conditions

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

The Owner and the City agree that the Site Development Agreement registered on 2014 07 17 as Instrument No. OC1599858 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.

11. The Owner acknowledges and agrees that this approval applies to the construction of the 6-storey mid-rise building and associated access roadway, surface and underground parking garage, and landscaping on a part of 1125 and 1149 Cyrville Road, described as Part 4 on Plan 4R-27684, and the multi-use pathway along the northern perimeter, described as Part Y on Plan 4R-XXXX, and as identified on the approved plans. The Owner acknowledges and agrees that any deviations from the approved plans, including the exterior elevations, may require the submission of an application for site plan control approval to amend the approved plans, reports and conditions.

12. The Owner acknowledges and agrees to remit to the City the securities and fees for the development in accordance with Schedule "B" of the Site Plan Agreement prior to the registration of the Site Plan Control Agreement.

13. The Owner acknowledges and agrees that Owner shall be responsible for the continued maintenance of the grassed area, described as Part 11 on Plan 4R-27684, in accordance with the City of Ottawa Property Standards and/or Property Maintenance By-laws. The Owner further acknowledges that the City has a right

to enter the property to inspect these said lands. Should the lands not be maintained to the standards outlined in the City's Property Standards and/or Property Maintenance By-laws, the City will, under the enforcement provisions of the respective by-laws, undertake maintenance activities and bill the Owner for such activities. This shall be to the satisfaction of the General Manager, Planning, Development and Building Services Department.

14. The Owner acknowledges and agrees to install a poured concrete barrier curb across the terminus of the main on-site private roadway. The on-site roadway shall be extended sufficiently to permit the three-point turning movements of service and delivery vehicles.

15. **Joint Use, Maintenance and Liability Agreement**

- (a) The Owner acknowledges and agrees that should the lands be severed in the future, it shall ensure that the future owner of the freehold units shall enter into a Joint Use, Maintenance and Liability Agreement which shall be binding upon the owners and all subsequent purchasers to deal with the joint use, maintenance and liability of the common elements, including but not limited to any private roadway(s) and concrete sidewalks; common grass areas; common party walls, exterior walls; common structural elements such as the roof, foundations; common parking areas; sewers and watermains, for the mutual benefit and joint use of the owners; and any other elements located in the common property; and the Joint Use, Maintenance and Liability Agreement shall be filed with the General Manager, Planning, Development and Building Services Department.
- (b) The Owner shall file with the General Manager, Planning, Development and Building Services Department, an opinion from a solicitor authorized to practice law in the Province of Ontario that the Joint Use, Maintenance and Liability Agreement is binding upon the owners of the land and all subsequent purchasers to deal with the matters referred to Paragraph ____ (a) above.
- (c) The Owner acknowledges and agrees that the Joint Use, Maintenance and Liability Agreement shall be registered on the Owner's lands at no cost to the City, and a copy of the registered agreement shall be provided to the General Manager, Planning, Development and Building Services Department.
- (d) The Owner acknowledges and agrees that the Joint Use, Maintenance and Liability Agreement shall include a clause that transfers all legal and financial obligations required under the Joint Use, Maintenance and Liability Agreement to future owners, successors and assigns in title of the subject lands.

16. **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.”

17. **Crane Swing Agreement**

- (a) The Owner acknowledges and agrees that it may be required to enter into an Encroachment Agreement often referred to as a Crane Swing Agreement prior to the operation of any cranes or other mobile construction equipment on the subject lands and/or adjacent lands that have the potential to breach the aerial rights over City lands, Rights of Way (ROW), and/or over private lands. This shall be to the satisfaction of the General Manager, Planning, Development and Building Services Department.
- (b) The Owner acknowledges and agrees it shall be responsible for all costs associated with the preparation and registration of a Crane Swing Agreement. No crane shall be assembled on site or mobile construction equipment mobilized to site until the Owner has entered into a Crane Swing Agreement with the City, which agreement shall be registered on title to the subject lands.
- (c) Prior to execution of the Crane Swing Agreement by the City, the Owner shall provide to the General Manager, Planning, Development and Building Services Department or their designate, plans identifying the location and description of the type of crane(s) and other mobile construction equipment that will be on site, including all existing cranes on the lands, to determine if the mast or the arms of any crane(s) or other equipment would be entering the air rights of the City lands, ROW, or private lands.
- (d) The Owner acknowledges and agrees that a signed Crane Swing Agreement will be filed with the General Manager, Planning, Development and Building Services Department for any equipment that does enter the aerial rights of adjacent landowners, including the City.

18. **Off-Site Contamination Management Agreement**

The Owner acknowledges and agrees that where contamination 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, Development and Building Services Department.

19. **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.

20. **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.

21. **Vibration Monitoring**

The Owner agrees and acknowledges that prior to commencing site alteration or construction 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 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 construction, which shall be made available to the General Manager, Planning, Development and Building Services Department upon request. The Owner agrees and acknowledges that the City shall be indemnified from any damage claims resulting from construction activities.

22. **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 Department 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.

23. **Inlet Control Devices (ICDs)**

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

24. **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 Department.

25. **Leak Survey**

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

associated Work and maintenance contracts, and make said contracts available for inspection upon demand by the City.

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

26. **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 Department, 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.

27. **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 Department 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 Department.

28. **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 Sewer System within Cyrville Road and the sewer easement prior to any construction for the City 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 Department.

(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 Department:

(i) obtain a video inspection of the existing City Sewer System within Cyrville Road and the sewer easement for the City to determine if the City Sewer System sustained any damages as a result of construction on the lands; and

(ii) assume all liability for any damages caused to the City Sewer System within the Storm Sewer Easement and compensate the City for the full amount of any required repairs to the City Sewer System.

29. **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.

30. **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, Development and Building Services Department.

31. **Notices on Title – All Units (Below Grade Parking and Depressed Driveways)**

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 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.”

32. **Cash in Lieu of Parkland**

Prior to registration of the Agreement, the Owner acknowledges and agrees to pay cash-in-lieu of conveyance of parkland as referenced in Schedule “B”. For the purpose of calculating the charge payable, the City shall provide an appraisal which has an effective date of the site plan approval. The Owner acknowledges that the City will apply this appraised value to calculate the Cash in Lieu of Parkland.

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 11 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.

Parkland dedication caps out at the 10% for this proposal.

Required prior to Registration

Therefore 10% of Phase 1 lands, being 5524.2 m2 is 552.4 m2 multiplied by the \$1,363.36 appraisal rate equals \$753,120.06.

Payment in Lieu of Parkland Fee Breakdown	Phase 1
City Wide Account (60% of Total)	\$ 451,872.04
Ward Account (40% of Total)	\$ 301,248.03
Parkland Assessment (Appraisal) Fee	\$ 800.00
Parkland Assessment (Appraisal) Fee HST	\$ 104.00
Total	\$ 754,024.07

33. **Community Benefits Charge Calculation:**

The Owner acknowledges that the development is subject to payment of a Community Benefits Charge, payable at the time of building permit issuance, calculated in accordance with the Community Benefits Charge By-law 2022-307 (as amended from time to time) and the *Planning Act*.

For the purposes of calculating the charge payable, the City shall provide an appraisal which has an effective date of the site plan approval. The Owner acknowledges that the City will apply this appraised value to calculate the Community Benefits Charge owing at the time of building permit issuance, provided the building permit is issued within twenty-four months of the date of the site plan approval. Should the first or second building permit not be issued within that timeline, an updated valuation of the land will be provided by the City prior to building permit issuance.

Prior to the issuance of a building permit associated with this development application and as long as the site plan approval is no older than 24 months from the date of building permit issuance, the following is payable to the City of Ottawa:

Phase 1 Gross land area in square metres (Building A): 5,524.2 m²; Number of floors: 6 floors; Number of residential units proposed: 215

Calculation of Charge Payable (4%) prior to Building Permit Issuance: \$301,258.23

34. **Access Easement to City**

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

Multi-Use Pathway

35. Within 24 months of registration of this Agreement, the Owner acknowledges and agrees that Part Y on Plan 4R-XXXX (Lands), having a width of 3.0 metres is to be conveyed to the City. This comprises one-half of a 6.0-metre-wide City multi-use pathway. The remaining 3.0 metres of pathway corridor width has been acquired by the City from the abutting property addressed 1178 Cummings Avenue and 1098

Ogilvie Road. The Owner shall provide a Reference Plan for registration, indicating the conveyance lands, 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 conveyance of such lands.

The Owner acknowledges and agrees that any encumbrances within the Lands including but not limited to, retaining walls, utilities, agreements and/or easements of any kind that affect the design and function of multi-use pathway shall be removed and/or released from the Lands, prior to the conveyance of the said lands to the City.

36. The Owner acknowledges and agrees to undertake 100 percent of the works to construct a 1.5-metre-wide asphalt multi-use pathway, along the northerly property line, as part of the site plan works, and as shown on the approved plans, to City standards and to the satisfaction of the General Manager, Planning, Development and Building Services Department.
37. The Owner acknowledges and agrees that securities for the final design and construction of the multi-use pathway shall not be released until the pathway works have been completed to the satisfaction of the General Manager, Planning, Development and Building Services Department. This includes grading and terracing to match and tie into the LUX Place site MUP, as well as providing a depressed curb to the north-western end of the MUP works, where it abuts the asphalted drive aisle of LUX Place. Sodding and similar grades to the finished MUP is expected on the southern 1.5 metre balance of the 3.0 metre ultimately conveyed lands. This shall be completed to the satisfaction of the General Manager, Planning, Development and Building Services Department.
38. The City of Ottawa shall thereafter assume responsibility for the general maintenance of the multi-use, not including the concrete curbs, toe wall, retaining wall structures, and landscaping in perpetuity. The Owner further acknowledges that the pathway ultimately will connect to LUX Place site's public access easement and Ogilvie Road on the west end and to a park, Cummings Avenue and Cyrville Road on the east end.

39. **Exterior Elevations Drawings**

The Owner acknowledges and agrees to construct the proposed building in accordance with the approved Elevation Plans, 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 Department 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.

40. **Maintenance and Liability Agreement**

The Owner shall be required to enter into a maintenance and liability agreement for any pathway connections, stairwells, plant and landscaping material placed in a City Right-of-Way (ROW), City Block or Sewer Easement and the Owner shall assume all maintenance, liability and replacement responsibilities in perpetuity. This shall be to the satisfaction of the General Manager, Planning, Development and Building Services Department.

41. **Pathway connection into City's Pedestrian Easement on Adjacent Lands**

The Owner acknowledges and agrees to seek entry rights for grades and crews from the landowners of 1178 Cummings Avenue and 1098 Ogilvie Road, including for any works within the City Easement on said lands.

42. **Temporary or Permanent Construction Tiebacks**

a) The Owner acknowledges and agrees that for the placement of tiebacks in lands other than their own, a utility circulation will be required and approved with the City and Utilities.

b) The Owner acknowledges and agrees should such construction tiebacks be left in-place in a Right-of-way (ROW), a City Park, City Block, or a Sewer Easement, they must be de-tensioned tiebacks, and this shall be to the satisfaction of the General Manager, Planning, Development and Building Services Department.

c) The Owner also acknowledges and agrees that prior to the registration of the Agreement, where permanent tiebacks are required, agreements will be entered into with the City's Corporate Real Estate Office and shall be prepared at the Owner's expense. This shall be to the satisfaction of the Corporate Real Estate Office.

d) The Owner further acknowledges and agrees that As-Built Drawings showing locations of temporary and/or permanent tiebacks shall be provided to the City in an acceptable format, and this shall be to the satisfaction of the General Manager, Planning, Development and Building Services Department.

43. **Geotechnical – Encroachments**

The Owner acknowledges and agrees that the approved Geotechnical Investigation Report has recommended a method of shoring that may encroach onto the adjacent property or onto the City's Cyrville 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 Cyrville Road, prior to the installation of any encroachments. The Owner acknowledges and agrees that for encroachments within Cyrville 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.

44. **Works within the Cyrville Road Right-of-Way**

a) The Owner acknowledges and agrees that prior to the registration of this Agreement, issuance of a Building Permit, or issuance of a Commence Work Notification, whichever comes first, the Owner shall be required to initiate a Utility Circulation with the City of Ottawa's Right-of-Way Approvals group pertaining to the storm sewer works proposed within the City's Cyrville Road Right-of-Way. The Owner further agrees to address all comments received as a result of the Utility Circulation and to revise the approved plans and reports in this Agreement, as required. This shall be to the satisfaction of the General Manager, Planning, Development and Building Services Department.

45. **Removals**

The Owner shall be responsible for the proposed removals on City-Owned lands as indicated on the approved Existing Conditions and Removals Plan at their sole expense.

All work shall be completed in accordance with the approved Plans and Reports referenced in Schedule "E" herein and this shall be to the satisfaction of the General Manager, Planning, Development and Building Services Department.

46. **Retaining Wall**

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

The Owner acknowledges and agrees that any retaining wall proposed within the Sewer Easement, registered as Inst. CT224863, as shown on the approved plans in Schedule 'E', and described as Parts 6, 7 and 8 on Plan 4R-27684, are to be designed by a Structural Engineer and constructed as block-type.

The Owner also acknowledges and agrees that any retaining wall within the Sewer Easement, registered as Inst. CT224863, and as shown on the approved plans in Schedule 'E', will be constructed at the Owner's risk and will not be the City's responsibility to replace or repair as a result of the City's need to access, repair, maintain, and/or replace its infrastructure.

47. **City Trunk Sewer Easement**

The Owner acknowledges and agrees there is a Municipal Sewer Easement, registered as Inst. CT224863, running through the property. The Owner acknowledges and agrees to continue to respect the terms and conditions entered into for the Municipal Sewer Easement. The Owner further acknowledges and agrees that utilities will not be permitted to cross through the Sewer Easement.

Any item constructed or planted within this Municipal Sewer Easement will be at the Owner's risk and will not be the City's responsibility to replace or repair as a result of the City's need to access, repair, maintain, and/or replace its infrastructure.

48. **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.

49. **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 Department, 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 Department, 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 Department, 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 Department.

50. **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 in Building A 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 Department 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 Environmental Noise Control 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 Department (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 Department; and
- (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.

51. **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

Purchasers/tenants are advised that sound levels due to increasing road traffic may occasionally interfere with some activities of the dwelling occupants as the sound levels exceed the sound level limits of the Municipality and the Ministry of the Environment.

Type D – Central Air Conditioning - Phase 1; Building A, all units

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 sound level limits of the Municipality and the Ministry of the Environment.”

“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.”

52. **Notice on Title - School Accommodation**

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 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.”

July 17, 2024

Date



Allison Hamlin, MCIP, RPP
Manager (Acting), Development Review – All Wards
Planning, Development and Building Services
Department

Enclosure: Site Plan Control Application approval – Supporting Information



SITE PLAN CONTROL APPROVAL APPLICATION SUPPORTING INFORMATION

File Number: D07-12-21-0214

SITE LOCATION

1125 & 1149 Cyrville Road, and as shown on Document 1.

SYNOPSIS OF APPLICATION

The site is in the eastern part of Ottawa - west of Cummings Avenue and south of Ogilvie Road and within 400 metres of the Cyrville Station (light rail transit). The surrounding properties contain a mix of retail, office and service uses. Across Cyrville Road, at the southeast corner of Michael Street is a place of worship. To the north are multiple residential developments along Ogilvie Road.

The site plan approval is for a 6-storey residential use building with 215 dwelling units facing Cyrville Road. A landscaped courtyard has been placed on the north side of the proposed building. The six-storey building, 18 metres in height, provides an active frontage along Cyrville Road. A ramp is provided along the southern elevation that faces Cyrville Road. The ramp leads to 211 parking spaces in two underground parking levels.

This approval also includes the construction of half of a required multi-use pathway (MUP) along the northern perimeter of the subject property. The 3-metre conveyance will occur after its construction. This half of the MUP will tie into a previously conveyed portion of a constructed MUP from 1098 Ogilvie Road's LUX Place site. This MUP will connect to a future linear park along Cummings Avenue and to a pedestrian easement along the eastern perimeter of the site that will lead to Cyrville Road. This same MUP will also connect on its western side seamlessly to a public access easement on the LUX Place site. This network permits multi-modal connections for the residents and the community at large.

The site is currently vacant but has a major city storm sewer pipe running underground. This pipe traverses through the middle of the site and is protected by an easement in favor of the City (Easement Inst. CT224863). In accordance with City rules, permanent structures will not be permitted in this easement area, save and except asphalt, curbs and low-lying landscaping, such as sod and shrubs. Direct connections will not be permitted to this easement and utility connections will not be permitted through this easement.

Residential Units and Types

Dwelling Type	Number of Units
Apartment	215
Stacked	n/a
Townhouse	n/a
Semi-detached	n/a
Detached	n/a

Related Applications

The following applications are related to this proposed development:

- Zoning By-law Amendment – D02-02-21-0147

DECISION AND RATIONALE

This application is approved for the following reasons:

- The property is identified within the Inner Urban Transect and is designated Hub on Schedule B8 of the Official Plan. This proposal supports the vision of development to be created within Hub designations.
- The proposed development meets the policies of the Inner East Lines 1 and 3 Stations Secondary Plan and the transit-oriented policies outlined in the Cyrville Transit Oriented Development Plan with appropriate scale and architecture. Pathways will also be extended via this proposed development to create more viable multi-modal connections from Ogilvie Road to Cummings Avenue and towards Cyrville light-rail transit station.
- The proposal is in conformity with TD2[2887].
- Servicing is in place and of sufficient capacity to handle the proposed development.
- The proposed site plan represents good, responsible planning and site design.

A registered agreement along with the conditions of approval, is required to ensure that the proposed development proceeds in accordance with the approved plans and conditions of site plan control approval.

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.

URBAN DESIGN REVIEW PANEL

The property is within a Design Priority Area and the Site Plan Control application was

subject to the Urban Design Review Panel (UDRP) process. The applicant presented their proposal for the Site Plan Control concurrently with its Zoning By-Law Amendment application on January 6, 2023, to the UDRP at a formal public review meeting.

The panel's recommendations from the formal review of the Zoning By-law amendment and Site Plan Control applications are:

- The proximity of the eastern wing of Building A to the eastern lot line should be increased at a minimum to 5.5-metres.
- The proximity of the fire route on the western edge of the site to the western arm of Building A is a concern as there is a lack of a buffer between the fire route and unit entrances. Maintenance and accessibility issues could arise.
- The central courtyard, and certain interior units see little sun.
- The important south-east corner of the site and building is dominated by a parking ramp and a transformer pad.
- Consider removing the surface parking that lines the eastern property line.
- Greater consideration and thought should be given to how this development connects to its surrounding context/neighbourhood. Multi-Use Pathway (MUP) - Aim to perceive and use the MUP as an opportunity to enhance this project.
- Consider how the vehicular circulation onsite can be best arranged; reconsider the at-grade parking and drop-off area.
- Consider incorporating retail along Cyrville Road.
- Building B, which will be revisited as part of a potential amending Site Plan Control process, appears to be floating in asphalt.
- A sustainability-oriented Landscape Architect is important to have on this project in order to ensure that the stated sustainability goals are actually achieved.

The panel was successful in the implementation of the following:

- The east side yard for Building A has been increased to 5 metres.
- The fire route on the western edge of the site to Building A's setback has been increased to 6.95 metres.
- The central courtyard and certain interior units have been reconfigured to provide better light and space.
- The southeast corner has been reconfigured to include a green space with plantings.

- The entrance to the rear building (Building B) has been reconfigured to give more prominence to the tower building, its entrance has been moved and should now be visible from Cyrville Road, and surface parking has been eliminated.
- A landscape plan has been prepared by an award-winning Landscape Architect who has incorporated sustainability goals.

Certain recommendations of the panel were not able to be met for the following reasons:

- Affordability is a key component of this development, and the Architect is balancing several factors: affordability, availability, and constructability to create a design that appeals to a rental market.
- Building A, along Cyrville Road, is a wood frame structure and, as such, it is important to keep the first-floor ceiling heights to the standard heights.

CONSULTATION DETAILS

Councillor's Comments

Councillor Tim Tierney is aware of the application related to this report.

Public Comments

Notification and public consultation were undertaken in accordance with Council's Public Notification and Public Consultation Policy for Zoning By-law amendments.

A total of four submissions were received from members of the public either expressing support for the proposed development or requesting further information and/or to be notified of any future public meetings and Council's decision.

Technical Agency/Public Body Comments

N/A

Advisory Committee Comments

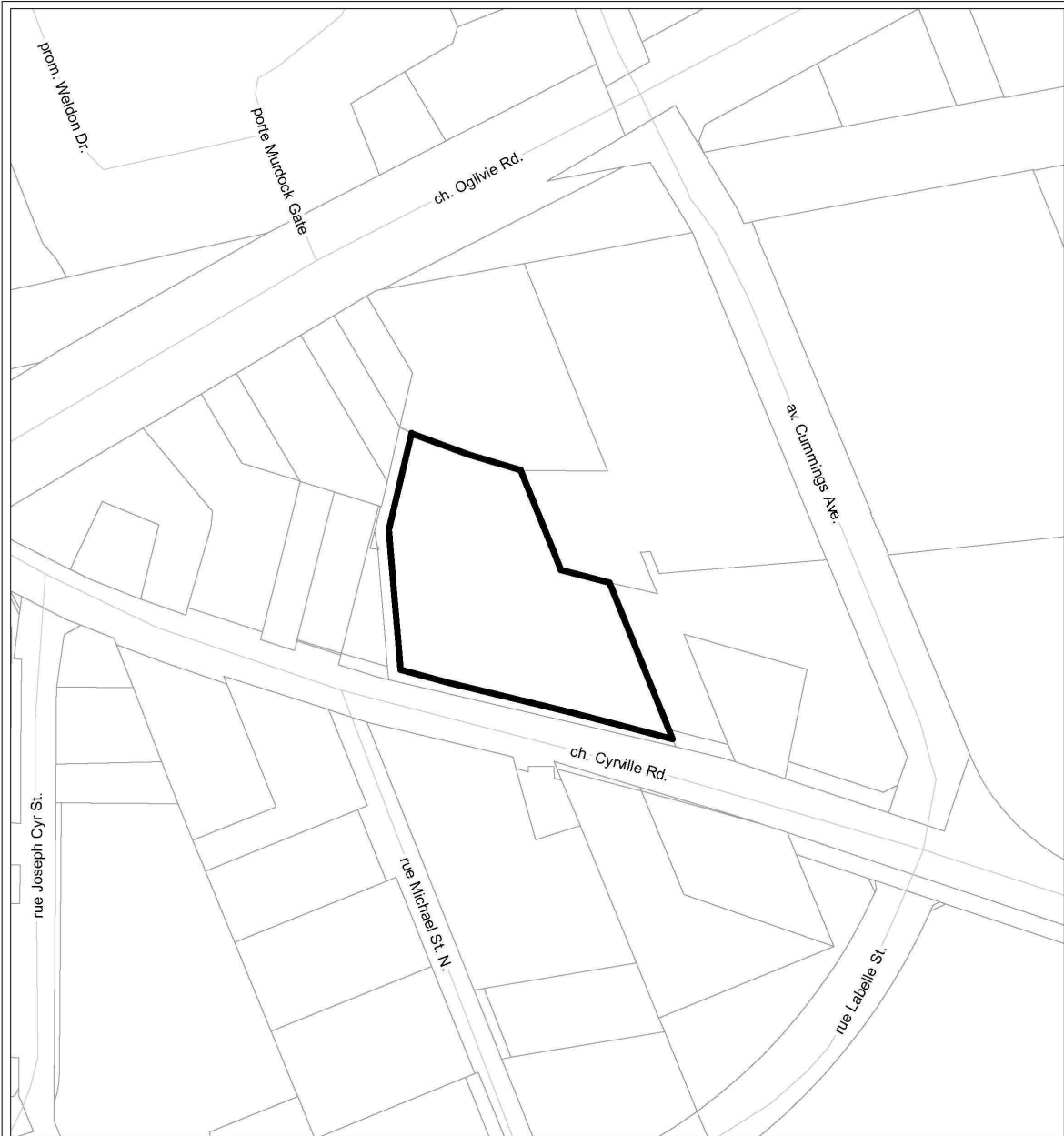
N/A




APPLICATION PROCESS TIMELINE STATUS

This Site Plan application was not processed by the On Time Decision Date because of the complexity of the proposal and site.

Contact: Shoma Murshid - Tel: 613-580-2424, ext. 15430 or e-mail: Shoma.Murshid@ottawa.ca

Document 1 – Location Map



		LOCATION MAP / PLAN DE LOCALISATION ZONING KEY PLAN / SCHÉMA DE ZONAGE SITE PLAN / PLAN DE EMPLACEMENT	
D02-02-21-0147	21-1539-X	 125, 1149 chemin Cyrville Road	
D07-12-21-0214			
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REVISION / RÉVISION - 2021 / 12 / 08		 <small>NOT TO SCALE</small>	