



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

Site Location: 3277 and 3285 St. Joseph Boulevard

File No.: D07-12-21-0229

Date of Application: December 22, 2021

This SITE PLAN CONTROL application submitted by Robert Tran, Novatech, on behalf of Hillside Commons Inc., is APPROVED as shown on the following plan(s):

1. **Erosion & Sediment Control Plan**, Drawing No.: 120237-ESC, prepared by Novatech, dated December 23, 2021 Revision 1, revised August 11, 2023 Revision 5.
2. **General Plan of Services**, Drawing No.: 120237-GP, prepared by Novatech, dated December 23, 2021 Revision 1, revised August 11, 2023 Revision 7.
3. **Grading Plan**, Drawing No.: 120237-GR, prepared by Novatech, dated December 23, 2021 Revision 1, revised August 11, 2023 Revision 5.
4. **Sanitary Drainage Area Plan**, Drawing No.: 120237-NLD, prepared by Novatech, dated December 23, 2021 Revision 1, revised August 11, 2023 Revision 5.
5. **Stormwater Management Plan**, Drawing No.: 120237-STM, prepared by Novatech dated December 23, 2021 Revision 1, revised August 11, 2023 Revision 5.
6. **Notes, Legends, and Details**, Drawing No.: 120237-NLD, prepared by Novatech dated December 23, 2021 Revision 1, revised August 11, 2023 Revision 5.
7. **Site Plan**, Drawing Nos.: A003-A004, prepared by Rossmann Architecture, dated November 10, 2021 Revision 1.0, revised August 22, 2023 Revision 1.20.
8. **Site Service Hookups**, Drawing No.: A005, prepared by Rossmann Architecture, dated November 25, 2022 Revision 1.0, revised August 22, 2023 Revision 1.20.
9. **Building Elevations**, Drawing Nos.: A300-A304, prepared by Rossmann Architecture, dated November 10, 2021 Revision 1.0, revised August 22, 2023 Revision 1.20.
10. **Building A – Parking, Floor, and Roof Plans**, Drawing Nos.: A-A100.1-A.A110, prepared by Rossmann Architecture, dated November 10, 2021 Revision 1.0, revised August 22, 2023 Revision 1.20.

11. **Building B – Parking, Floor, and Roof Plans**, Drawing Nos.: B-A100.0-A.A110, prepared by Rossmann Architecture, dated November 10, 2021 Revision 1.0, revised August 22, 2023 Revision 1.20.
12. **Landscape Plan**, Drawing No.: L1-1, prepared by Lashley + Associates, dated November 24, 2021 Revision 1, revised August 28, 2023 Revision 10.
13. **Rooftop Plan**, Drawing No.: L1-2, prepared by Lashley + Associates, dated May 11, 2022 Revision 1, revised August 28, 2023 Revision 3.
14. **Details Plan**, Drawing No.: L1-3, prepared by Lashley + Associates, dated May 11, 2022 Revision 1, revised August 28, 2023 Revision 2.
15. **Cross Sections**, Drawing Nos.: FIG. 1-7, prepared by Paterson Group, dated March 2021.

And as detailed in the following report(s):

1. **Servicing and Stormwater Management Report**, Ref: R-2021-116, prepared by Novatech, dated December 23, 2021, revised August 11, 2023.
2. **Transportation Impact Assessment**, Ref: R-2021-075, prepared by Novatech, dated December 15, 2021, revised January 27, 2023.
3. **Tree Conservation Report**, Project No.: 21825-1, prepared by Lashley + Associates, dated May 17, 2022.
4. **Phase I Environmental Site Assessment**, Report: PE5155-1, prepared by Paterson Group, dated April 6, 2021.
5. **Phase II Environmental Site Assessment**, Report: PE5155-2, prepared by Paterson Group, dated April 9, 2021.
6. **Geotechnical Investigation**, Report: PG5625-1, Revision 2, prepared by Paterson Group, dated April 12, 2021, revised April 28, 2022.
7. **Settlement Monitoring Plan**, File: PG5625-MEMO.02 Revision 1, prepared by Paterson Group, dated April 28, 2022.
8. **Vibration Monitoring Plan**, File: PG5625-MEMO.03 Revision 1, prepared by Paterson Group dated April 28, 2022.
9. **Roadway Traffic Noise Assessment**, Report: 21-401-Traffic Noise, prepared by Gradient Wind, dated December 16, 2021.
10. **Pedestrian Level Wind Study**, Report: 21-401-PLW, prepared by Gradient Wind, dated December 17, 2021.

And subject to the following General and Special Conditions:

General Conditions

1. Execution of Agreement Within One Year

The Owner shall enter into this Site Plan Control Agreement, including all standard and special conditions, financial and otherwise, as required by the City. In the event that the Owner fails to sign this Agreement and complete the conditions to be satisfied prior to the signing of this Agreement within one (1) year of 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, Real Estate and Economic Development.

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, Real Estate and Economic Development, any property of the City, including, but not limited to, sidewalks, curbs and boulevards, which is damaged as a result of the subject development.

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, Real Estate and Economic Development.

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, Real Estate and Economic Development. 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, Real Estate and Economic Development.

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, Real Estate and Economic Development, including the installation of municipal numbering provided in a permanent location visible during both day and night and the installation of any street name sign on relevant streets. Notwithstanding the non-completion of the foregoing Works, occupancy of a lot or structure may otherwise be permitted, if in the sole opinion of the General Manager, Planning, Real Estate and Economic Development, the aforesaid Works

are proceeding satisfactorily toward completion. The Owner shall obtain the prior consent of the General Manager, Planning, Real Estate and Economic Development for such occupancy in writing.

Until all requirements with respect to completion of the Works as identified in this Agreement have been carried out and received Approval by the General Manager, Planning, Real Estate and Economic Development, the Owner shall give notice to the City of a proposed conveyance of title to any building at least thirty (30) days prior to any such conveyance. No conveyance of title to any building shall be effective unless the Owner has complied with this provision.

Nothing in this clause shall be construed as prohibiting or preventing the approval of a consent for severance and conveyance for the purposes of obtaining financing.

9. **Development Charges**

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

Special Conditions

10. **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.

11. **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.”

12. **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.

13. **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.

14. **Transit Pad**

The Owner shall locate, design and construct, at no cost to the City, paved transit passenger standing areas/shelter pads.

15. **Noise Control Attenuation Measures**

The Owner acknowledges and agrees to implement the noise control attenuation measures recommended in the approved **Roadway Traffic Noise Assessment**, prepared by Gradient Wind, dated December 16, 2021, referenced in Schedule “E” of this Agreement, as follows:

- (a) each unit is to be equipped with central air conditioning;
- (b) 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, Real Estate and Economic Development confirming the plans submitted for

building permit issuance have incorporated any and all mitigation measures to achieve the required indoor sound levels;

- (c) 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**, prepared by Gradient Wind, dated December 16, 2021, referenced in Schedule "E" hereto. The Professional Engineer shall prepare, sign and stamp a letter to the General Manager, Planning, Real Estate and Economic Development (the "Certification Letter") stating that they certify acoustical compliance with all requirements of the applicable conditions in this Agreement, to the satisfaction of the General Manager, Planning, Real Estate and Economic Development;
- (d) 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 16 below.

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

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

Type A – Increasing Roadway Traffic

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

Type D – Central Air Conditioning

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

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.”

ENGINEERING

Geotechnical Engineering and Soils

17. **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.

18. **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**, prepared by Paterson Group, dated April 12, 2021, revised April 28, 2022. (the “Report”), referenced in Schedule “E” herein, are fully implemented. The Owner further acknowledges and agrees that it shall provide the General Manager, Planning, Real Estate and Economic Development with confirmation issued by the geotechnical engineer that the Owner has complied with all recommendations and provisions of the Report, prior to construction of the foundation and at the completion of the Works, which confirmation shall be to the satisfaction of the General Manager, Planning, Real Estate and Economic Development.

19. **Retaining Wall**

The Owner agrees to submit to the General Manager, Planning, Real Estate and Economic Development, prior to issuance of a building permit, details of the retaining walls which are greater than one metre in height, as shown on the approved Grading Plan 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, Real Estate and Economic Development. The Owner shall provide confirmation to the General Manager, Planning, Real Estate and Economic Development that the Professional Structural Engineer has inspected and confirmed that the retaining walls have been constructed in accordance with the approved retaining wall details.

20. **Retaining Wall - Stability**

The Owner acknowledges and agrees to install the proposed retaining walls in accordance with the approved Retaining Wall Designs referenced in Schedule “E” hereto. The Owner shall provide written confirmation, satisfactory to the General Manager, Planning, Real Estate and Economic Development, 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 Designs. 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, Real Estate and Economic Development. 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.

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

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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.”

22. **Re-Grading and Maintenance of Ditch**

The Owner acknowledges and agrees it shall be responsible for various grading and maintenance measures along St. Joseph Boulevard, which include the following:

- (a) Re-grade the road allowance(s) of St. Joseph Boulevard abutting the subject lands, to the satisfaction of the General Manager, Planning, Real Estate and Economic Development Department;
- (b) Obtain utility clearances prior to the re-grading of any ditch; and

- (c) Establish a grass cover within the road allowance(s) of St. Joseph Boulevard abutting the subject lands, to the satisfaction of the General Manager, Planning, Real Estate and Economic Development Department.

23. **Protection of City Sewers**

- (a) Prior to the issuance of a building permit, the Owner shall, at its expense:
 - i. obtain a legal survey acceptable to the General Manager, Planning, Real Estate and Economic Development and the City's Surveyor, showing the existing City Sewer System within the subject lands and the location of the proposed building and its footings in relation to the City Sewer System;
- (b) Upon completion of construction on the lands, the Owner shall, at its expense and to the satisfaction of the General Manager, Planning, Real Estate and Economic Development:
 - (i) obtain a video inspection of the existing City Sewer System within the subject lands 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 subject lands and compensate the City for the full amount of any required repairs to the City Sewer System.

24. **Stormwater Works Certification**

Upon completion of all stormwater management Works, the Owner acknowledges and agrees to retain the services of a Professional Engineer, licensed in the Province of Ontario, to ensure that all measures have been implemented in conformity with the approved Plans and Reports, referenced in Schedule "E" herein. The Owner further acknowledges and agrees to provide the General Manager, Planning, Real Estate and Economic Development with certificates of compliance issued by a Professional Engineer, licensed in the Province of Ontario, confirming that all recommendations and provisions have been implemented in accordance with the approved Plans and Reports referenced in Schedule "E" herein.

25. **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 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.

26. **Water Demand for Fire Fighting**

The Owner acknowledges and agrees that the City's boundary conditions were provided for the subject development site setting out the available municipal water supply. The Owner further acknowledges and agrees that prior to building permit issuance, a letter shall be prepared by a qualified Building Code professional, licensed in the Province of Ontario, and provided to the General Manager, Planning, Real Estate and Economic Development confirming the plans submitted for building permit issuance have incorporated any and all requirements of the Fire Underwriters Survey, 2020, or as amended, to achieve the low construction coefficient used within the proposed building design.

Private Systems

27. **Water Plant**

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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.

28. **Leak Survey**

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

Further, the Owner acknowledges and agrees to have a Professional Engineer, licensed in the Province of Ontario, conduct regular inspections of the water system and sewer system, which includes a leak detection survey at least every five (5) years and a video of the sanitary sewer system to check for major water infiltration into the private system. Copies of the inspection reports and videos shall be provided to the General Manager, 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.

29. **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.

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, Real Estate and Economic Development, from a Professional Engineer, licensed in the Province of Ontario, that the site lighting has been constructed in accordance with the Owner's approved design plan.

31. **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 sanitary sewer, 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, Real Estate and Economic Development upon request. The Owner agrees and acknowledges that the City shall be indemnified from any damage claims resulting from construction activities.

Planning and Design

32. Exterior Elevations Drawings

The Owner acknowledges and agrees to construct the proposed building in accordance with the approved Building Elevations, Drawing Nos.: A300-A304, prepared by Rossmann Architecture, dated November 10, 2021 Revision 1.0, revised August 22, 2023, 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, Real Estate and Economic Development and agreed to by both the Owner and the City prior to the implementation of such changes. No amendment to this Agreement shall be required.

33. 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 Tenth Line Road and St. Joseph Boulevard and rights-of-way, as shown on the approved Landscape Plan referenced in Schedule "E" herein, including all plant and landscaping material (except municipal trees), Planter Walls, Steps and Railings and Concrete Unit Pavers. The Maintenance and Liability Agreement shall be registered on title, at the Owner's expense, immediately after the registration of this Agreement. The Owner shall assume all maintenance and replacement responsibilities in perpetuity.

34. Joint Use, Maintenance and Liability Agreement

(a) The Owner acknowledges and agrees that should the lands be severed in the future by means other than a Declaration of a Condominium, 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, Real Estate and Economic Development.

(b) The Owner shall file with the General Manager, Planning, Real Estate and Economic Development, 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 Condition 34 (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, Real Estate and Economic Development.
- (d) The Owner acknowledges and agrees that the Joint Use, Maintenance and Liability Agreement shall include a clause requiring subsequent purchasers to enter into an assumption agreement that transfers all legal and financial obligations required under the Joint Use, Maintenance and Liability Agreement to the future owners, successors and assigns in title of the subject lands. The Owner further acknowledges and agrees to include a clause in all agreements of purchase and sale informing purchasers that there is a Joint Use, Maintenance and Liability Agreement registered on title to the subject lands, and require the purchaser to enter into an assumption agreement thereto.

Waste Collections

35. 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.

36. Notice on Title – Residential and Recycling Collection

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

“The Purchaser/Lessee for himself, his heirs, executors, administrators, successors and assigns acknowledges being advised that the City will provide cart (and/or container) garbage, recycling, and organic waste collection for the residential units, at the Owner's expense. The Owner shall provide an adequate storage room or space for garbage, recycling, and organic waste carts (and/or containers) and agrees that it is recommended that the containers and carts be placed on a concrete floor. The Owner shall provide an adequate constructed road access to the waste storage room or area suitable for garbage/recycling/organic waste collection vehicles and a depressed curb at the entrance to facilitate access to the carts and/or containers, to the satisfaction of the Program Coordinator, Waste Collection Services. The Owner further acknowledges and agrees that any additional services (i.e. winching of containers) may result in extra charges.”

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

5 December 2023

Date



Adam Brown *for Geraldine Wildman*
Manager, Development Review, East
Planning, Real Estate and Economic
Development Department

Enclosure: Site Plan Control Application approval – Supporting Information

**SITE PLAN CONTROL APPROVAL APPLICATION
SUPPORTING INFORMATION**

File Number: D07-12-21-229

SITE LOCATION

3277 and 3285 St. Joseph Boulevard, and as shown on Document 1.

SYNOPSIS OF APPLICATION

The subject lands are located in the northwest corner of the St. Joseph Boulevard and Tenth Line Road intersection. The property is characterised as vegetated with steep slope from St. Joseph Boulevard down to the north. On the West side of the site there is a condominium consisting of stacked townhouse fronting on St. Joseph Boulevard and low-rise apartments down the slope. To the north is mid-rise apartment building. On the east side of Tenth Line Road is a Police Station. The southeast and southwest corners of the intersection are heavily wooded and form part of the escarpment that runs east and west on the south side of St. Joseph Boulevard.

The proposal consists of two 9-storey residential buildings oriented north-south with 3 levels of underground parking (total of 176 parking spaces). The buildings are designed to take advantage of the slope by having the ground floor at the street level and one of the parking garage entrances accessing a private street at the bottom of the hill and accessing the third parking level. Garbage rooms and bicycle parking (139 bicycle spaces) are located on the parking levels with access to entrances. There are pedestrian accesses around the building with pathways and landscaping.

The site is serviced by municipal water, storm and sanitary sewers. The buildings are also designed to accommodate an easement with a large trunk sewer that bisects the property. Conditions and plans address the needs to protect this piece of City infrastructure.

Residential Units and Types

Dwelling Type	Number of Units
Apartment	273

Related Applications

N/A

DECISION AND RATIONALE

This application is approved for the following reasons:

- The proposed building is consistent with the policies related to the Hub and Corridor – Mainstreet designations and the Evolving Neighbourhood overlay in the Official Plan. The plan is also consistent with the Station Periphery policies of the Orleans Corridor Secondary Plan.
- The proposal was designed to conform with the R5Z [1415] and R5Z[1363] zone in the Consolidated Zoning By-law 2008-250.
- This project consists of two mid-rise residential buildings which is also consistent with the former Cumberland Town Centre Secondary Plan.
- The site is to be developed on full municipal services. Building locations, landscaping and parking reflect good site plan design principles.

PARKLAND DEDICATION

Parkland dedication, in accordance with By-law 2022-280, was previously satisfied through the related plan of subdivision approval.

URBAN DESIGN REVIEW PANEL

The Site Plan Control application was subject to the Urban Design Review Panel process. A formal review meeting was held on July 8, 2022

The panel's recommendations from the formal review meeting are:

- The Panel appreciates the early drawing delineating the base treatment, and the building's typology is appropriate, but the building's base, middle, and top portions are not well defined. The Panel recommends the portion above the three-storey podium be one storey instead of two to create a simple consistent datum line.
- For the five-storey podium, the proponent should consider dropping the base to two storeys and incorporating a balcony break, or introduce a reveal expression, between the five-storey base and the higher element.
- The Panel has concerns with the corner treatment and believes it should be simplified; furthermore, the vertical white elements and the black material erode the base and middle expression. The proponent should consider wrapping the podium element around the corner for a simplified façade expression.
- • The entrance at the corner has an awkward feel, and the number of steps makes the entrance inaccessible. The proponent should consider a negative corner for a more elegant solution and have a common entrance between the two buildings off St. Joseph Boulevard.
- The proponent should revise the balconies and recess them further as projecting balconies detract from the street wall.
- There was a suggestion to include gates for the at-grade balconies to encourage eyes on the street.

- The Panel notes Building's B front façade has a "back of house" feel. The proponent should consider replicating the eastern façade on Building B to ground the building to the street and continue the podium on the western façade instead of introducing the dark element.
- The Panel questions whether the two-coloured material treatment on the taller portions of the building is appropriate, as a change of materials on the same plane is not successful and gives the impression of being superficial. The proponent should consider introducing a stone podium with the lower portion of the building rendered in a dark material and the upper portion in a lighter material
- The inset and projected balconies dark colour should be reconsidered as there is an opportunity to create a play of shadow and light if they are a light colour.
- The proponent should consider improving the blank walls at the lower level by introducing greenery such as Boston Ivy or creating a mural, or extending the cladding materials down to cover the blank walls.
- The Panel believes the landscape is underdeveloped, especially along St. Joseph Boulevard. The Panel would like to see more articulation of the landscape. The use of a chain-linked fence is discouraged.
- Should the corner element remain, the Panel recommends creating a more dramatic landscape; for instance, the proponent should consider introducing armour stone terraces for a dramatic look and to provide a forecourt to create the feeling of a plaza at the intersection.
- The proponent should also reconsider the planting elements on St. Joseph Boulevard as the current number of trees is insufficient; the Panel recommends introducing a row of street trees facing the building.

The Panel was successful in aiding in the implementation of the following:

- The elevations were further refined to address concerns of Architectural Expression to emphasize a strong base, middle and top to the buildings.
- The applicant reviewed the comments regarding the proposed Materiality and revised the elevations.
- The landscape plan was revised to strengthen the landscaping along St. Joseph Boulevard and remove the fencing towards the street.

CONSULTATION DETAILS

Councillor's Comments

Councillor Matthew Luloff 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.

Summary of public comments and responses

Concerns about traffic and parking constrains in the area.

The proposal was designed to be consistent with the Hub designation policies of the Official Plan and the Station Periphery policies of the Orleans Corridor Secondary Plan. The policies promote reducing car use and the Zoning By-law reduces the amount of required parking in these areas.

Provision of Affordable units and accessibility for those with disabilities.

The project is to construct rental units that will be leased at market rates. The City of Ottawa does not require the provision of affordable units. The units will be constructed to the standards of the Ontario Building Code which requires that 15% of units be barrier free.

Technical Agency/Public Body Comments

Summary of Comments –Technical

Asset Management reviewed the drawing and reports to ensure that the construction of these buildings on either side of the trunk sewer easement would maintain the integrity of the sewer and its function.

Advisory Committee Comments

Summary of Comments – Advisory Committees

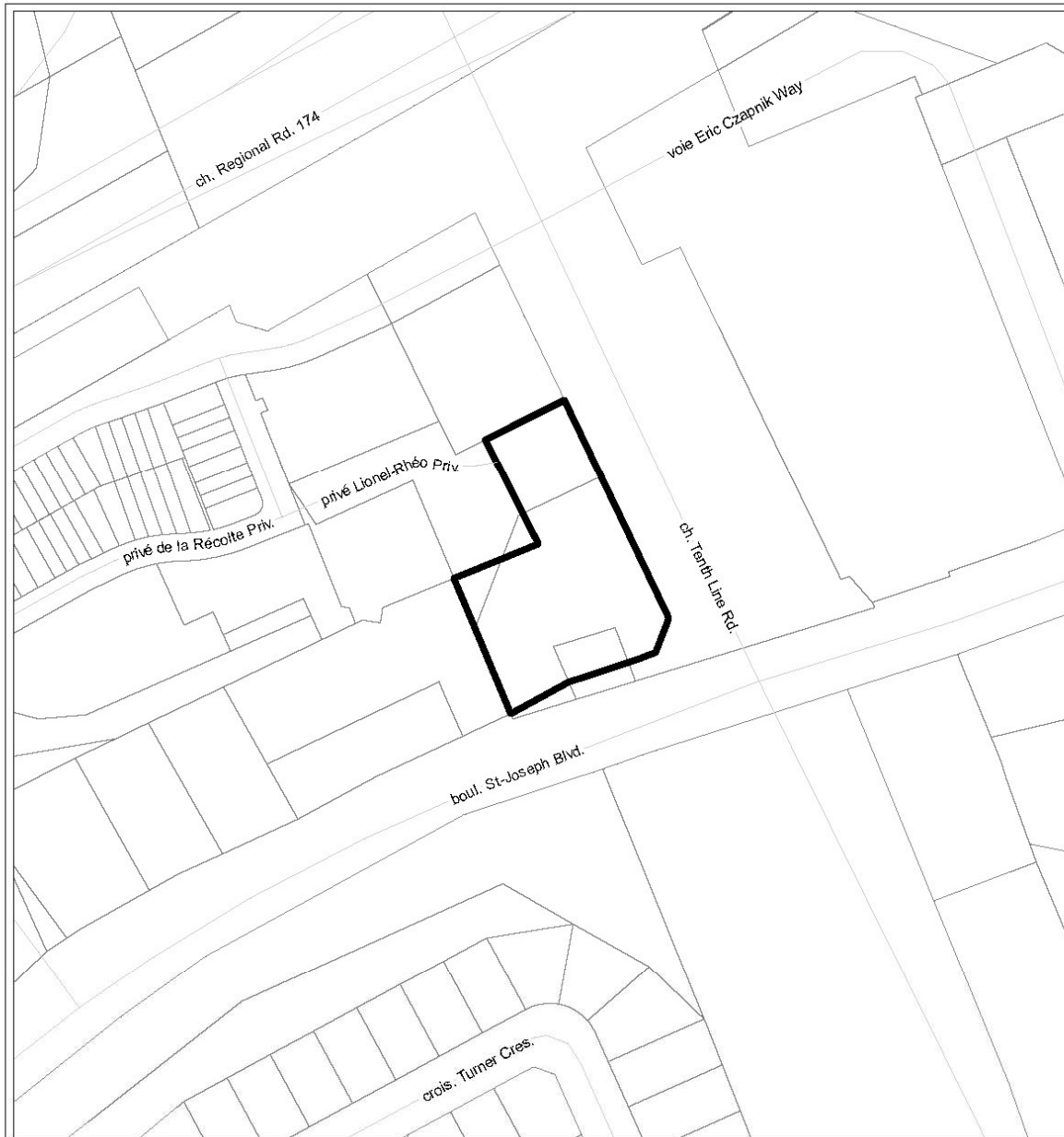
N/A

APPLICATION PROCESS TIMELINE STATUS

This Site Plan application was not processed by the On Time Decision Date due to the complexity of the issues associated with workload.

Contact: Steve Belan Tel: 613-580-2424, ext. 27591 or e-mail: Steve.Belan@ottawa.ca

Document 1 – Location Map



D07-12-21-0229

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REVISION / RÉVISION - 2023 / 11 / 15

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



3277, 3285 boul. St. Joseph Blvd.



NOT TO SCALE