

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

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Site Location: 1310 Michael Street (formerly known as 1328 Michael Street and Part of 1300 Michael Street)

File No.: D07-12-22-0012

Date of Application: January 26, 2022

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This SITE PLAN CONTROL application submitted by Christine McCuaig, Q9 Planning + Design, on behalf of John Mierins, is APPROVED as shown on the following plan(s):

**Infrastructure Approval**

1. **Site Servicing Plan**, C-1, prepared by D.B. Gray Engineering Inc., dated November 2, 2021, revision 6 dated July 24, 2023.
2. **Existing Drainage Plan and Existing Conditions, Removals and Decommissioning**, C-2, prepared by D.B. Gray Engineering Inc., dated January 11, 2022, revision 4 dated January 25, 2023.
3. **Grading Plan and Erosion and Sediment Control Plan**, C-3, prepared by D.B. Gray Engineering Inc., November 2, 2021, revision 6 dated July 24, 2023.
4. **Notes**, C-4, prepared by D.B. Gray Engineering Inc., dated January 11, 2022, revision 5, dated July 24, 2023.
5. **Details and Schedules**, C-5, prepared by D.B. Gray Engineering Inc., dated January 11, 2022, revision 4 dated January 25, 2023.
6. **Post-Development Drainage Plan**, C-6, prepared by D.B. Gray Engineering Inc., dated January 11, 2022, revision 5 dated July 24, 2023.
7. **Extent of Work Area**, C-7, prepared by D. B. Gray Engineering Inc., dated January 25, 2023, revision 2 dated July 24, 2023.
8. **Pre-Development Drainage Plan**, C-8, prepared by D.B. Gray Engineering Inc., dated January 25, 2023.

**Landscape**

9. **Landscape Plan**, L-01, prepared by Ruhland and Associates Ltd, dated January 12, 2022, revision 4 dated July 13, 2023.
10. **Landscape Details**, L-02, prepared by Ruhland and Associates Ltd, dated January 12, 2022, revision 4 dated July 13, 2023.

## Planning

11. **Site Plan**, SP-02, prepared by Brian K. Clark Architect, dated November 11, 2020, revision 12 dated November 28, 2022.
12. **JLR- VOLVO Access Schematics**, ASK10, Brian K. Clark Architect, dated October 3, 2022
13. **West Elevation**, A005, prepared by Brian K. Clark Architect, dated October 12, 2021, revision 4 dated June 20, 2023.
14. **South Elevation**, A006, prepared by Brian K. Clark Architect, dated October 12, 2021, revision 4 dated June 20, 2023.
15. **East Elevation**, A007, prepared by Brian K. Clark Architect, dated October 12, 2021, revision 4 dated July 20, 2023.
16. **North Elevation**, A008, prepared by Brian K. Clark Architect, dated October 12, 2021, revision 3 dated July 28, 2022.

And as detailed in the following report(s):

## Infrastructure

1. **Geotechnical Investigation Proposed Building 1300 Michael Street, Ottawa, ON**, Report PG5707-1, Revision 1, prepared by Paterson Group, dated July 11, 2022.
2. **Geotechnical Response to City Comments**, PG5707-Memo.01, prepared by Paterson Group, dated July 11, 2022.
3. **Phase 1 – Environmental Site Assessment, Part of 1300 Michael Street, Ottawa, ON**, Report: PE5180-1, prepared by Paterson Group, dated April 15, 2021.
4. **Site Servicing Study and Stormwater Management Report | 1328 Michael Street Ottawa Ontario**, Report No. 21014, dated January 12, 2022, revision 3 dated January 16, 2023.

## Trees

5. **Tree Conservation Report for 1300 Michael St, Ottawa**, prepared by IFS Associates, Revision 2 dated July 15, 2022.
6. **Map #2 – Proposed Development**, Map #2, prepared by IFS Associates, dated January 2023.

## Noise

7. **Stationary Noise Assessment**, Report GW21-168, prepared by Gradient Wind, dated January 18, 2022.

The Owner is making use of Section 93-One Lot for Zoning Purpose; therefore, the following site plan is for information purposes as it shows 1300 and 1310 Michael Street:

1. **Site Plan**, SP-01, Brian K. Clark Architect, dated November 11, 2020, revision 16 dated November 28, 2022

And subject to the following Requirements, General and Special Conditions:

## General Conditions

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

The Owner shall enter into a standard site development agreement consisting of the following conditions. In the event the Owner fails to enter into such agreement within one year, this 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.

## **10. Designated Substances Survey**

Prior to demolition of any existing buildings located on the lands described in Schedule "A" herein, the Owner acknowledges and agrees to complete a designated substances survey and submit the findings and recommendations for the proper handling and disposal of waste as identified in said survey, to the

satisfaction of the General Manager, Planning, Real Estate and Economic Development, and in accordance with Best Management Practices. The survey shall address, but not be limited to:

- (a) O.Reg. 278/05: Designated Substance - Asbestos on Construction Projects and in Buildings and Repair Operations under the Occupational Health and Safety Act, R.S.O. 1990, c.O.1, as amended (O.Reg. 278/05);
- (b) Guideline - Lead on Construction Projects, prepared by the Ontario Ministry of Labour - Occupational Health and Safety Branch, published September 2004 and revised April 2011, as amended;
- (c) O.Reg. 213/91: Construction Projects under the Occupational Health and Safety Act, R.S.O. 1990, c.O.1, as amended (O.Reg. 213/91);
- (d) Registration Guidance Manual for Generators of Liquid Industrial and Hazardous Waste, prepared by the Ontario Ministry of the Environment, Conservation and Parks, published April 1995 and revised January 2016, as amended, to be used in conjunction with R.R.O. 1990, Reg. 347: General-Waste Management under the Environmental Protection Act, R.S.O. 1990, c.E.19, as amended (R.R.O. 1990, Reg. 347);
- (e) R.R.O. 1990, Reg. 362: Waste Management – PCB's under the Environmental Protection Act, R.S.O. 1990, c.E.19, as amended (R.R.O. 1990, Reg. 362).

## Special Conditions

### Roads, Right-of-Way and Traffic

#### 11. Permanent Encroachment Agreement

The Owner acknowledges and agrees to enter into a permanent Encroachment Agreement to permit the encroachment of the retaining wall to be constructed within the Parisien Street right-of-way. The Owner shall, at its expense, provide a reference plan for registration, indicating the approved encroachments, and the Owner shall submit the draft reference plan to the City's Surveyor for review and approval prior to its deposit in the Land Registry Office. The Owner further acknowledges and agrees that the cost of preparation and registration of the Encroachment Agreement will be borne by the Owner.

#### 12. Letter of Tolerance – Right of Way

The Owner shall, within two (2) weeks of Site Plan Control Approval, file with the General Manager, Planning, Real Estate and Economic Development a copy of

the letter of tolerance issued by the Right-of-Way Unit for the encroachment of the retaining wall to be constructed within the City's Parisien Street right-of-way, as shown on the approved Grading Plan and Erosion and Sediment Control Plan where encroachment is shown, referenced in Schedule "E" herein.

### **13. Temporary or Permanent Construction Tiebacks**

The Owner agrees and acknowledges that for the placement of tiebacks in lands other than their own, a utility circulation will be required with the City and Utilities, and should construction tiebacks be left in-place in the Right-of-way (ROW), a City Park, City Block or a Sewer Easement, then they must be de-tensioned tiebacks to the satisfaction of the General Manager, Planning, Real Estate, and Economic Development Department. In addition, if permanent tiebacks are required an Encroachment Agreement will be required with the City prepared at the Owners expense. Furthermore, as constructed drawings shall be provided to the City in an acceptable format showing locations of said tiebacks.

### **14. Siltation and Erosion Control**

The Owner acknowledges and agrees to provide adequate erosion protection to existing CB's within the Parisien Street ROW and proposed CB's on site for the duration of construction. The Owner's Contractor is required to install and maintain in CB's the Stormsok, Siltsak, Flexstorm or approved equal. The maintenance shall be regular inspections and debris removal as required until no further building construction or landscaping is ongoing. Removal of these pollution products shall be only at the discretion of the City Inspector.

### **15. Off-site Parking**

The Owner acknowledges and agrees that a portion of the required parking as per Zoning By-law 2008-250 as amended is located off-site in accordance with the Zoning By-law. The Owner further acknowledges that parking must be provided in accordance with the Zoning By-law in effect, which may require the use of off-site parking arrangements. Failure to provide the required parking in accordance with the Zoning By-law in effect for the use(s) at any given time, will result in non-conformity with the subject Zoning By-law and enforcement measures shall be implemented against the Owner. The Owner further acknowledges and agrees that the requirement to provide parking in compliance with the zoning by-law is their sole responsibility and that the City bares no liability should such parking no longer be available in the future resulting in non-compliance on the part of the owner.

## **Access**

### **16. Private Approach Detail**

The Owner agrees that all private approaches, including temporary construction access to the subject lands, shall be designed and located in accordance with and shall comply with the City's Private Approach By-Law, being By-law No. 2003-447, as amended, and shall be subject to approval of the General Manager, Planning, Real Estate and Economic Development.

## **Noise**

### **17. Noise Control Attenuation Measures**

The Owner covenants and agrees that it shall retain the services of a professional engineer licensed in the Province of Ontario to ensure that the recommendations of the Stationary Noise Assessment, referenced in Schedule "E" herein (the "Report"), are fully implemented. The Owner further acknowledge and agrees that it shall provide the General Manager, Planning, Real Estate and Economic Development Department with confirmation issued by the professional engineer that the Owner has complied with all recommendations and provisions of the Report, prior to building occupancy, which confirmation shall be to the satisfaction of the General Manager, Planning, Real Estate and Economic Development Department.

## **Engineering**

### **Geotechnical Engineering and Soils**

#### **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 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, 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 Development.

## **Groundwater**

### **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.

## **Civil Engineering**

### **20. Spill Contingency and Pollution Prevention Plan**

The Owner shall, within six (6) months of signing this Agreement, develop and implement a spill contingency and pollution prevention plan, which plan, at a minimum, will include a set of written procedures describing how to prevent and/or mitigate the impacts of a spill within the area serviced by the Works:

- (a) the name, job title and location (address) of the Owner, person in charge, management or person(s) in control of the buildings;
- (b) the name, job title and 24-hour telephone number of the person(s) responsible for activating the spill contingency and pollution prevention plan;
- (c) a site plan drawn to scale showing the facility, nearby buildings, streets, catch basins and manholes, drainage patterns (including direction of flow in storm sewers), and receiving water course that could potentially be significantly impacted by a spill and any features which need to be taken into account in terms of potential impacts on access and response (including physical obstructions and location of response and clean-up equipment);
- (d) steps to be taken to report, contain, clean up and dispose of contaminants following a spill;
- (e) a listing of telephone numbers for local clean-up companies who may be called upon to assist in responding to spills, local emergency responders including health institution(s), and the Ministry of the Environment, Conservation and Parks Spills Action Centre;
- (f) Materials Safety Data Sheets (MSDS) for each hazardous material which may be transported or stored in the said building;



- (g) the means (internal corporate procedures) by which the spill contingency and pollution prevention plan is activated;
- (h) a description of the spill response training provided to employees assigned to work in the said building, the date(s) on which the training was provided and by whom;
- (i) an inventory of response and clean-up equipment available to implement the spill contingency and pollution prevention plan, location and date of maintenance/replacement if warranted; and
- (j) the dates on which the spill contingency and pollution prevention plan was prepared and subsequently, amended.

The Owner covenants and agrees to maintain the spill contingency and pollution prevention plan up to date through revisions undertaken from time to time as required by changes to the general operations of the site. The Owner further covenants and agrees to retain a copy of the spill contingency and pollution prevention plan in a conspicuous, readily accessible location on-site such that it can be used as a reference by employees assigned to work in the said building. The Owner further covenants and agrees that it will make available, for inspection and copying by City personnel, the spill contingency and pollution prevention plan.

## **21. 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 Parisien Street 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, Real Estate, Economic Development.
- b. Upon completion of construction on the lands, the Owner shall, at its expense and to the satisfaction of the General Manager, Real Estate, Economic Development:
  - i. obtain a video inspection of the existing City Sewer System within Parisien Street 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.

## **22. Inspection**

The Owner shall have competent professional engineering inspection personnel on-site during the period of construction and the General Manager, Planning, Real Estate & Economic Development Department shall have the right at all times to inspect the installation of the Works. Should it be found in the sole opinion of the General Manager, Planning, Real Estate & Economic Development 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 approved plans or specifications and in accordance with good engineering practice, then the General Manager, Real Estate and Economic Development Department may order all work in the project to be stopped.

## **23. 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.

## **24. 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.

## **Private Systems**

### **25. 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.

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

## **27. 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.

## **Blasting**

### **28. Use of Explosives and Pre-Blast Survey**

The Owner acknowledges and agrees that all blasting activities will conform to the City's Standard S.P. No. F-1201 entitled Use of Explosives, as amended. Prior to any blasting activities, a pre-blast survey shall be prepared as per S.P. No. F-1201, at the Owner's expense, for all buildings, utilities, structures, water wells and facilities likely to be affected by the blast based on the location where explosives are to be used. In particular, a pre-blast survey shall be completed in accordance with Table 1 of S.P. No. F-1201. The standard inspection procedure shall include the provision of an explanatory letter to the owner or occupant and owner with a formal request for permission to carry out an inspection.

## **Planning and Other**

### **Planning and Design**

#### **29. Exterior Elevations Drawing**

The Owner acknowledges and agrees to construct the proposed building in accordance with the approved Elevations Plans, referenced in Schedule "E" herein. The Owner further acknowledges and agrees that any subsequent proposed changes to the approved Elevations 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.

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

The Owner acknowledges and agrees it shall be required to enter into a Maintenance and Liability Agreement with the City, for those elements which are to be located in the City's Parisien Street and Michael Street, as shown on the Landscape Plan referenced in Schedule "E" herein, including all plant and landscaping material (except municipal trees), bicycle rack. 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.

## **Waste Collection**

### **31. Waste Collection**

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

## **Trees**

### **32. Tree Permit**

The Owner acknowledges and agrees to abide by the City's Tree Protection Bylaw, being By-Law No. 2020-340, as amended, and that any trees to be removed shall be removed in accordance with an approved Tree Permit and the Tree Conservation Report referenced in Schedule "E" hereto.

## **Parkland**

### **33. Cash-in-Lieu of Parkland**

Upon execution of this Agreement, the Owner shall pay cash-in-lieu of parkland in the amount of \$11,499.21 as referenced in Schedule "B" herein. 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. Pursuant to the City's Parkland Dedication By-law, being By-law No. 2022-280, as amended, 40% of said funds collected shall be directed to City wide funds, and 60% shall be directed to Ward Insert Number funds.

## **Common Elements**

### **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 structural elements such as the 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 in 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.

## Conveyances to the City

### **35. Corner Sight Triangle**

Prior to registration of this Agreement, the Owner acknowledges and agrees to convey to the City, at no cost to the City, an unencumbered corner sight triangle measuring 3 metres x 3 metres at the intersection of Michael Street and Parisien Street. The exact location and area of the corner sight triangle must be determined by legal survey. The Owner shall provide a reference plan for registration, indicating the corner sight triangle, to the City Surveyor for review prior to its deposit in the Land Registry Office. Such reference plan must be tied to the Horizontal Control Network in accordance with the municipal requirements and guidelines for referencing legal surveys. The Owner acknowledges and

agrees to provide an electronic copy of the Transfer and a copy of the deposited reference plan to the City Solicitor prior to the execution of this Agreement by the City. All costs shall be borne by the Owner.

### **36. Road Widening**

Prior to registration of this Agreement, the Owner acknowledges and agrees to convey to the City, at no cost to the City, an unencumbered road widening across the complete Michael Street frontage of the lands, measuring 10 metres from the existing centreline of pavement. The exact widening must be determined by legal survey.

Prior to registration of this Agreement, the Owner acknowledges and agrees to convey to the City, at no cost to the City, an unencumbered road widening across the complete Parisien Street frontage of the lands, measuring 10 metres from the existing centreline of pavement. The exact widening must be determined by legal survey.

The Owner shall provide a reference plan for registration, indicating the widening, to the City Surveyor for review and approval prior to its deposit in the Land Registry Office. Such reference plan must be tied to the Horizontal Control Network in accordance with the municipal requirements and guidelines for referencing legal surveys. The Owner acknowledges and agrees to provide an electronic copy of the Transfer and a copy of the deposited reference plan to the City Solicitor prior to the execution of this Agreement by the City. All costs shall be borne by the Owner.

### **37. 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 licence 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.

**38. Public Access**

The Owner agrees and acknowledges that sidewalks will be provided over City owned lands for pedestrian use and these sidewalks shall be seasonally maintained by the Owner to the satisfaction of the General Manager, Planning, Real Estate, and Economic Development Department.

**Consent**

**39. Consent Certificate of Official**

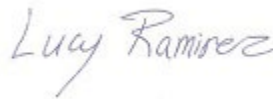
The Owner acknowledges and agrees to provide an electronic copy of the Certificate of Official stating that the consent has been given, that the provisions of the *Planning Act* leading to the consent were complied with, and that the consent granting authority had jurisdiction to grant the consent to the City Solicitor prior to registration of the agreement.

**Agencies**

**RVCA**

**40. Approvals and/or Permits**

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



February 22, 2024

\_\_\_\_\_  
Date

\_\_\_\_\_  
Lucy Ramirez  
Planner, 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**

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**File Number:** D07-12-22-0012

**SITE LOCATION**

1310 Michael Street, as shown on Document 1

**SYNOPSIS OF APPLICATION**

The property is located south of Highway 417 and east of St. Laurent Boulevard in the East Industrial Neighbourhood in Ward 11, Beacon Hill – Cyrville. The principal uses in the immediate vicinity are industrial and commercial, southeast of the site is a small residential community.

The site, formerly known as 1328 Michael Street, was first developed for residential purposes with a residence in the late 1940's/early 1950's. An auto dealership and service garage were developed on the adjacent property, 1300 Michael Street, sometime in the 1960s. The property formerly known as 1328 Michael Street merged in title with 1300 Michael Street due to contiguous ownership. 1300 Michael Street is a triangular lot with streets abutting it on all sides, it has frontage on Michael Street and Parisien Street, both are local roads. There is an existing dealership on 1300 Michael Street, which contains Jaguar Land Rover (JLR) and Volvo. Most of the property is dedicated to outdoor vehicle storage. The existing car dealership has never received site plan control approval, and it was recently completely rebuilt via a phased approach.

At its hearing on March 1, 2023, Panel 2 of the Committee of Adjustment granted a provisional consent to create a corner lot and easements/rights-of-way for 1310 Michael Street. A reason for the severance was to permit separate services from the street for the proposed dealership. A parcel is only permitted one connection to each of the municipal water, sanitary, and stormwater services. The existing dwelling at 1310 Michael Street will be demolished, and the Owner is proposing to construct a new Volvo dealership on the property. The site plan control application is for the new Volvo dealership site; however, the extent of the work area is larger than this area.

The Volvo dealership site is approximately 1,792 square metres in area, with 36 metres of frontage along Michael Street and 68 metres of frontage along Parisien Street, see Document 1. The Volvo dealership will be two storeys, have a gross floor area of 1,142 square metres, and will consist of a vehicle showroom area, offices, and services areas. A new service entrance is proposed on Michael Street. Three customer parking spaces

will be built in the rear yard, an accessible parking space is in the interior yard. Three bicycle parking spaces are also provided in the rear yard.

The Owner will be making use of Section 93 – One Lot for Zoning Purposes and the existing and new dealerships will be sharing the following: access lanes, the customer entrance along Parisien Street, the service entrance on Michael Street, outdoor vehicle storage area, and parking. The Committee of Adjustment granted easements/ROW to facilitate this arrangement. The proposed dealership is oriented towards St. Laurent Boulevard. Along the 1310 Michael Street site, the Owner is conveying to the city road widening along both Parisien Street and Michael Street, constructing sidewalks in the right-of-way, and landscaping the ROW.

The proposal will be serviced by municipal services: water, sanitary, and storm water. Stormwater quantity control will control the 100-year post-development flow rate to the 5-year pre-development flow rate. Stormwater will be stored on the building roof and underground until it can be released. To meet the water quality target of 80% total suspended solids (TSS) removal an oil grit separator (OGS) is proposed downstream of the Inlet Control Device. The Committee of Adjustment granted a drainage easement over 1310 Michael Street for the benefit of 1300 Michael Street.

## **DECISION AND RATIONALE**

This application is approved for the following reasons:

- The Official Plan (2022) designates the subject site Outer Urban Evolving Neighbourhood. The non-residential use can be considered in the neighbourhood based on the criteria of policy four in section 6.3.3.
- The property is in the St. Laurent Transit-Oriented Development (TOD) plan. TOD plans are a form of Community Design Plan (CDP). The Transit Oriented Development Plans contain direction on the following: density, desired land use and built form, development of the public realm, place making, mobility and servicing. The TOD plans informed the applicable secondary plans. The TOD Plan area densities shown in the secondary plans are not required to be implemented until the full TD zone requirements take effect (TOD Plans, page 136).
- The property is in the planning area of the [Inner East Lines 1 and 3 Stations Secondary Plan](#), which provides direction on maximum building heights and minimum densities. The secondary plan is applied via implementing zoning. Land that was not expected to redevelop before 2031 was not rezoned. Ultimately, when land is rezoned the implementing zoning is meant to provide flexibility by

permitting existing uses of land to be expanded and rebuilt at densities below the minimum densities in the secondary plan.

- The site is currently zoned General Mixed-Use Subzone 12, height limit 11 metres (GM 12 H (11)). The Owner will be making use of Section 93 – One Lot for Zoning Purposes, the existing and new dealerships will be sharing the following: the access lanes, customer entrance along Parisien Street, service entrance on Michael Street, outdoor vehicle storage area, and parking on site.
- The proposal is in conformity with the Zoning By-law. At its hearing on March 1, 2023, Panel 2 of the Committee of Adjustment granted minor variances to permit a reduced corner side yard setback and a reduced landscape buffer (D08-02-22/A-00277). A reduced corner side yard setback is reflective of an urban built form. Landscaping is being provided by the Owner in the right-of-way.
- The building is located close to the public streets, and the location of the small outdoor display area is internal to the site.
- The re-development is expected to make a positive contribution to the surrounding community through streetscape improvements.
- The site development, servicing, and landscape design for the proposed Volvo dealership, along with the above proposed conditions of approval, are reasonable and appropriate in the context of the surrounding development, and, therefore, represent good and responsible planning and site design.

The above conditions of the site plan control approval would serve to ensure that the development proceed in accordance with the approved plans.

## **PARKLAND DEDICATION**

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

## **CONSULTATION DETAILS**

### **Councillor's Comments**

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

### **Public Comment**

This application was not subject to public circulation under the Public Notification and Consultation Policy. There was no public comment received online.

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

### Summary of Comments –Technical

Comments were received from the representatives of several utility companies and agencies, including Bell Canada, Hydro Ottawa, Rideau Valley Conservation Authority.

### Response to Comments –Technical

Comments from the technical agencies – Bell Canada, Hydro Ottawa, and the Rideau Valley Conservation Authority - were shared with the Applicant. The Owner is responsible for obtaining any required approvals from the utilities having jurisdiction and may be required to grant easements to said utilities.

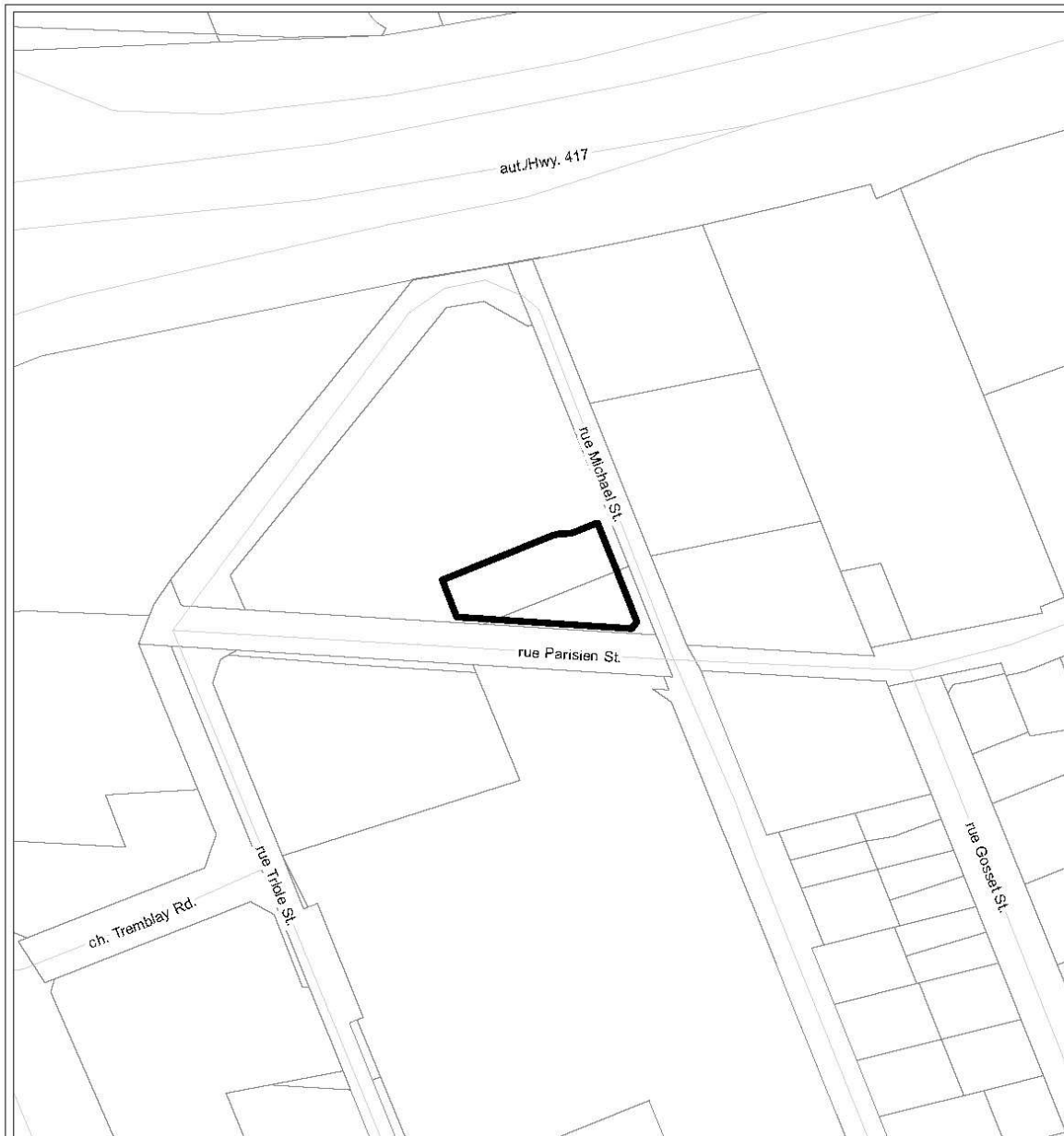
## **APPLICATION PROCESS TIMELINE STATUS**




This Site Plan application was not processed by the On Time Decision Date due to workload volume.

**Contact:** Lucy Ramirez Tel: 613-580-2424, ext. 23808 or e-mail:

[lucy.ramirez@ottawa.ca](mailto:lucy.ramirez@ottawa.ca)

# Document 1 – Location Map



		LOCATION MAP / PLAN DE LOCALISATION SITE PLAN / PLAN D'EMPLACEMENT	
D07-12-22-0012	23-0851-L	 <b>1310 rue Michael St.</b>	
I:\CO\2023\Site_PlanMichael_1310			
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