



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

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Site Location: 42 Northside Road

File No.: D07-12-22-0015

Date of Application: January 28, 2022

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This SITE PLAN CONTROL application submitted by Paul Robinson, PH Robinson Consulting, on behalf of 42 Northside Ltd., is APPROVED as shown on the following plan(s):

1. **Site Plan**, A050, prepared by Rossmann Architecture, dated 22-08-20, revision 1.4 dated 22-08-20.
2. **P2 Parking Plan**, A100.1, prepared by Rossmann Architecture, dated 22-08-20, revision 1.4 dated 22-08-20.
3. **P1 Parking Plan**, A100.2, prepared by Rossmann Architecture, dated 22-08-20, revision 1.4 dated 22-08-20.
4. **North Elevation with and without Context**, A200, prepared by Rossmann Architecture, dated 22-08-20, revision 1.4 dated 22-08-20.
5. **West Elevation with and without Context**, A201, prepared by Rossmann Architecture, dated 22-08-20, revision 1.4 dated 22-08-20.
6. **South & East Elevations**, A202, prepared by Rossmann Architecture, dated 22-08-20, revision 1.4 dated 22-08-20.
7. **Pre-development Vegetation**, L-TP1, prepared by Lashley + Associates, dated 2021-11-17, revision 4 dated 2022-09-01.
8. **Post-development Vegetation**, L-TP2, prepared by Lashley + Associates, dated 2021-11-17, revision 4 dated 2022-09-01.
9. **Landscape Plan**, L1-1, prepared by Lashley + Associates, dated 2021-07-26, revision 4 dated 2022-09-01.
10. **Site Servicing Plan**, 211099-SER, prepared by Kollaard Associates Engineers, dated January 19, 2022, revision 5 dated September 19, 2022.

11. **Grading Plan**, 211099-GR, prepared by Kollaard Associates Engineers, dated January 19, 2022, revision 5 dated September 19, 2022.
12. **Stormwater Management Plan and Catchment Areas**, 211099-SWMP, prepared by Kollaard Associates Engineers, dated January 19, 2022, revision 4 dated September 02, 2022.
13. **Erosion and Sediment Control Plan**, 211099-ER, prepared by Kollaard Associates Engineers, dated January 19, 2022, revision 4 dated September 02, 2022.

And as detailed in the following report(s):

1. **Serviceability Brief Proposed Residential Development 42 Northside Road Ottawa, Ontario**, prepared by Kollaard Associates Engineers, dated January 19, 2022, revision 2 dated September 2, 2022.
2. **Stormwater Management Report Proposed Residential Development 42 Northside Road Ottawa, Ontario**, prepared by Kollaard Associates Engineers, dated January 19, 2022, revision 1 dated September 19, 2022
3. **Geotechnical Investigation Report Proposed Residential Building 42 Northside Road, Bells Corners City of Ottawa, Ontario**, prepared by Kollaard Associates Engineers, dated October 15, 2021
4. **Transportation Noise & Vibration Assessment 42 Northside Road Ottawa, Ontario**, prepared by Gradient Wind Engineers & Scientists, dated May 2, 2022.
5. **Phase I Environmental Site Assessment 42 Northside Road City of Ottawa, Ontario**, prepared by Kollard Associates Engineers, dated November 5, 2021.
6. **Tree Conservation Report**, prepared by Lashley + Associates, dated June 1, 2022.
7. **42 Northside Road Transportation Impact Assessment**, prepared by Stantec, dated May 6, 2022.

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

### **Requirements**

N/A

### **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. **Permits**

The Owner shall obtain such permits as may be required from municipal or provincial authorities and shall file copies thereof with the General Manager, Planning, Real Estate and Economic Development.

3. **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.

4. **Water Supply For Fire Fighting**

The Owner shall provide adequate water supply for firefighting for every building. Water supplies may be provided from a public water works system, automatic fire pumps, pressure tanks or gravity tanks.

5. **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.

6. **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.

7. **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.

8. **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.

9. **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.

10. **Development Charges**

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

11. **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**

### **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 sanitary monitoring maintenance hole to be constructed within the City's right-of-way, as shown on the approved Servicing Plan, referenced in Schedule "E" herein.

### **13. Asphalt Overlay**

Due to the number of road cuts required to service this development, the Owner shall install an asphalt overlay over the total area of the public driving surface of Thorncliff Place, fronting the subject lands, as shown on the approved Grading Plan, referenced in Schedule "E" hereto. The overlay shall be carried out to the satisfaction of the General Manager, Planning, Real Estate and Economic Development. The Owner acknowledges and agrees that all costs are to be borne by the Owner.

### **14. 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 "Ramp Style Vehicle Access Crossing" Plan, Drawing No. SC13, dated March 2006 and revised March 2015, and the City's "Continuous Vehicle Access Ramp" Plan, Drawing No. SC13.1, dated March 2006 and revised March 2007, and the Owner shall comply with the City's Private Approach By-law, being No. 2003-447, as amended.

### **15. 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.

16. **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 and Economic Development.

17. **Geotechnical - Encroachments**

The geotechnical report has recommended a method of shoring that may encroach onto the adjacent property or onto the City right-of-way. Please note that the applicant is required to obtain the approval of the adjacent property Owner and/or receive municipal consent for any works within the right-of-way prior to the installation of any encroachments. For encroachments within the ROW the applicant shall ensure that there will be no conflicts between the proposed shoring method and the municipal services or utilities in the ROW.

18. **Soil Management**

The Owner acknowledges and agrees to retain an environmental consultant to identify areas on the subject lands where excess soils, fill and/or construction debris will be removed. If through further testing any of these materials are found to be contaminated, the Owner acknowledges and agrees to dispose, treat or recycle these materials at a waste disposal site or landfill licensed for that purpose by the Ministry of the Environment, Conservation and Parks.

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. **Stormwater Management Memorandum**

Prior to registration of this Agreement, the Owner acknowledges and agrees to provide the General Manager, Planning, Real Estate and Economic Development, with a memorandum prepared by a Professional Engineer, licensed in the Province of Ontario, confirming that the designed roof-top scuppers and associated spill point elevations will be set equivalent to the top of the control weir of the approved roof drain elevation(s). The Owner further acknowledges and agrees that said

memorandum shall be to the satisfaction of the General Manager, Planning, Real Estate and Economic Development, and all associated costs shall be the Owner's responsibility.

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

The Owner acknowledges and agrees to install and maintain in good working order the required roof-top 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.

22. **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.

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. **Site Dewatering**

The Owner acknowledges and agrees that while the site is under construction, any water discharged to the sanitary sewer due to dewatering shall meet the requirements of the City's Sewer Use By-law No. 2003-514, as amended.

25. **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.

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 Commence Work Notification, 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);
  - (ii) and 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.

27. **Fire Protection**

The Owner acknowledges and agrees that the building shall have 67% or more of its exterior walls constructed from non combustible assemblies with a fire-resistance rating of one hour or longer to ensure that the limited available fire flow



of 14,400 litres per minutes at the watermain can adequately provide fire protection for the building. The Owner further acknowledges and agrees to provide the General Manager, Planning, Real Estate and Economic Development with a certificate of compliance, issued by an Architect licensed in the province of Ontario, confirming that all recommendations and provisions have been implemented in accordance with the approved Servicing Report referenced in Schedule "E" herein.

28. **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 all plant and landscaping material (except municipal trees), the sanitary monitoring maintenance hole, decorative paving and street furnishings placed in the City's right-of-way along Thorncliff Place and Northside Road in accordance with City Specifications, and 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.

29. **Roadway Modifications – delayed process**

The Owner acknowledges and agrees that the road modification detailed design review and acceptance by the City is required for the road modification works associated with the proposed Site Plan, to the satisfaction of the General Manager, Planning, Real Estate and Economic Development.

The Owner agrees to pay the separate process fee at the time of registration of this Site Plan Agreement. The Owner acknowledges and agrees that the Owner may be subject to other additional fees and agreement addendum due to the delayed road modification detailed design process. The Owner agrees to submit required drawings for the aforementioned road modification detailed design. Further, the Owner agrees to be responsible for all costs associated with the public roadway modifications and provide required securities to the City, all to the satisfaction of the General Manager, Planning, Real Estate and Economic Development.

The Owner acknowledges and agrees that the required roadway modifications, must be complete prior to the Owner requesting or allowing occupancy of the building.

30. **Transportation Impact Assessment**

The Owner has undertaken a Transportation Impact Assessment for this site, referenced in Schedule "E" herein, to determine the infrastructure and programs needed to mitigate the impact of the proposed development on the local transportation network and to establish the site design features needed to support system-wide transportation objectives. The Owner shall ensure that the recommendations of the Transportation Impact Assessment, are fully implemented, to the satisfaction of the General Manager, Planning, Real Estate and Economic Development.

31. **On-Site Parking**

- (a) The Owner acknowledges and agrees that units within the proposed building(s) may not be provided with on-site parking. In the event any future tenant or purchaser wishes to have parking, the Owner acknowledges that alternative and lawful arrangements may need to be made to address parking needs at an alternate location and such arrangements are solely the responsibility of the person seeking parking. The Owner further acknowledges and agrees the availability and regulations governing on-street parking vary; that access to on-street parking, including through residential on-street parking permits issued by the City cannot be guaranteed now or in the future; and that a tenant or purchaser intending to rely on on-street parking for their vehicle or vehicles does so at their own risk.
- (b) The Owner acknowledges and agrees that a notice-on-title respecting on-site parking, as contained in Clause 32 below, shall be registered on title to the subject lands, at the Owner's expense, and a warning clause shall be included in all agreements of purchase and sale and lease agreements.

32. **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."

33. **Noise Control Attenuation Measures**

The Owner acknowledges and agrees to implement the noise control attenuation measures recommended in the approved "42 Northside Road, Ottawa:

Transportation Noise & Vibration Assessment”, referenced in Schedule “E” of this Agreement, as follows:

- (a) each unit is to be equipped with central air conditioning;
- (b) each unit is to be fitted with a forced air heating system and ducting, and shall be sized to accommodate central air conditioning;
- (c) 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.
- (d) 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;
- (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 paragraph 34 below.

34. **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 for all units shall contain the following clause, which shall be covenants running with the subject lands:

CN Railway Warning Clause

"Warning: Canadian National Railway Company or its assigns or successors in interest has or have a rights-of-way within 300 metres from the land the subject hereof. There may be alterations to or expansions of the railway facilities on such rights-of-way in the future including the possibility that the railway or its assigns or successors as aforesaid may expand its operations, which expansion may affect the living environment of the residents in the vicinity, notwithstanding the inclusion of any noise and vibration attenuating measures in the design of the development and individual dwelling(s). CNR will not be responsible for any complaints or claims arising from use of such facilities and/or operations on, over or under the aforesaid rights-of-way."

The Owner, or any subsequent owner of the whole or any part of the subject lands, further acknowledges and agrees that all agreements of purchase and sale or lease agreements for all units with frontage on the north and west facades shall also

contain the following clause, which shall be covenants running with the subject lands:

#### Type D – Central Air Conditioning

“The Purchaser/Lessee for himself, his heirs, executors, administrators, successors and assigns acknowledges being advised that this dwelling unit has been supplied with a 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.”

### 35. **Certification Letter for Noise Control Measures**

The Owner acknowledges and agrees that upon completion of the development and prior to occupancy and/or final building inspection, it shall retain a Professional Engineer, licensed in the Province of Ontario with expertise in the subject of acoustics related to land use planning, to visit the lands, inspect the installed noise control measures and satisfy himself that the installed recommended interior noise control measures comply with the measures in the “42 Northside Road, Ottawa: Transportation Noise & Vibration Assessment” referenced in Schedule “E” hereto, as approved by the City and/or the approval agencies and authorities (The Ministry of the Environment, Conservation and Parks) or noise thresholds identified in the City’s Environmental Noise Control Guidelines. The Professional Engineer shall prepare a letter to the General Manager, Planning, Real Estate and Economic Development (the “Certification Letter”) stating that he certifies 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.

### 36. **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.

37. **Tree Protection**

The Owner acknowledges and agrees that all trees to be retained, as shown on the approved Landscape Plan and identified in the Tree Conservation Report, referenced in Schedule "E" herein, shall be protected in accordance with the City's required tree protection measures. At a minimum, the following tree protection measures shall be applied during all on-site works:

- (a) Erect a fence at the critical root zone (CRZ) of trees, defined as ten (10 cm) centimetres from the trunk for every centimetre of trunk DBH (i.e.,  $CRZ = DBH \times 10cm$ );
- (b) Tunnel or bore when digging within the CRZ of a tree;
- (c) Do not place any material or equipment within the CRZ of the tree;
- (d) Do not attach any signs, notices or posters to any tree;
- (e) Do not raise or lower the existing grade within the CRZ without the approval of the General Manager, Planning, Real Estate and Economic Development;
- (f) Do not damage the root system, trunk or branches of any tree; and
- (g) Ensure that exhaust fumes from all equipment are not directed towards any tree's canopy.

38. **Tree Permit**

The Owner acknowledges and agrees that any trees to be removed shall be removed in accordance with an approved Tree Permit and Tree Conservation Report, and in accordance with the City's Tree Protection By-law, being By-Law No. 2020-340, as amended. The Owner further acknowledges and agrees that a copy of the approved Tree Permit and Tree Conservation Report shall be posted on the construction site at all times until Approval is granted by the City for such Works.

39. **Cash-in-Lieu of Parkland**

The Owner shall pay cash-in-lieu of parkland in accordance with the Parkland Dedication By-law of the City of Ottawa, as well as the fee for appraisal services. The monies are to be paid at the time of execution of the Site Plan Agreement.

40. **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 Northside Road frontage of the lands, measuring 11.705 metres from the existing centreline of pavement/the abutting right-of-way. 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.

October 28, 2022

\_\_\_\_\_  
Date



\_\_\_\_\_  
Geraldine Wildman  
Manager (A), Development Review, West  
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:** D07-12-22-0015

### SITE LOCATION

42 Northside Road, and as shown on Document 1.

### SYNOPSIS OF APPLICATION

The subject site is a rectangular parcel with an area of 1,234 square meters. It is located at the southeast corner of the intersection of Northside Road and Thorncliff Place, with 40.5 metres of frontage on Northside Road and 30.4 metres of frontage on Thorncliff Place. The site is currently occupied by a vacant restaurant building and surface parking lot. Surrounding land uses include a place of worship to the east; commercial uses to the north and west; and, commercial, places of worship, and low-density residential uses to the south.

On July 20, 2022, the owner obtained minor variances from the Committee of Adjustment (File No. D08-02-22/A-00150) permitting the following:

- Reduced residential parking rate;
- Reduced corner side yard setback of 2 metres along Northside Road;
- Reduced rear yard setback of 1.5 metres;
- Reduced minimum required landscaped buffer width of 1.64 metres abutting a street (along Northside Road);
- Reduced minimum required landscaped buffer width of 1.5 metres abutting a residential or institutional zone (east side of the property);
- Increased floor space index (FSI) of 2.62; and,
- A communal amenity area of 29.37 square metres to be included as part of the required landscaped buffer.

No appeals were received.

The development proposal includes the construction of five-storey residential apartment building with a gross floor area of 886.7 square metres and a total of 51 dwellings units. Communal amenity space is provided mainly interior to the building, along with a smaller outdoor amenity space in the southeast corner of the site. Private amenity space for residents is provided through the provision of balconies and terraces. A total of 59 vehicle parking spaces are provided. The majority of parking spaces are located within two levels of underground parking, which are accessible from Northside Road. Three spaces are located at grade and are accessible from Thorncliffe Place.

## **DECISION AND RATIONALE**

This application is approved for the following reasons:

- The proposal conforms to the General Urban Area designation of the Official Plan (2003).
- The proposal conforms to all relevant provisions of the Zoning By-law, including those specific to the GM9 H(18.5) zone.
- Minor variances required in support of the proposal have been approved by the Committee of Adjustment.
- The Transportation Planning Branch has provided approval for a reduced road widening of 11.705 metres along Northside Road.
- Conditions of approval have been included in this report in order to ensure that the proposed development is constructed in conformity with City policies and guidelines.
- The applicant has adequately resolved the comments received during the technical review process; and,
- The proposed development contributes to the provision of a full range and choice of housing types in the City of Ottawa and represents good planning.

## **PARKLAND DEDICATION**

Parkland dedication, in accordance with By-law 2009-95, is being satisfied within this approval through the taking of cash-in-lieu of parkland as detailed in the above conditions.

## **ROAD MODIFICATIONS**

There are road modifications associated with this site plan control application, which are to be completed through a separate process, as detailed in the conditions of approval included in this report.

## **CONSULTATION DETAILS**

### **Councillor's Comments**

Councillor Rick Chiarelli 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

#### Comment

Concerns about the height of the retaining wall along the shared property line with 4 Thorncliff Place (Emmanuel Alliance Church of Ottawa).

#### Response

Staff confirmed that the height of the retaining wall would be approximately 15 centimetres above the grade of 4 Thorncliff Place.

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

### Enbridge Gas Inc.

The applicant has been provided comments from Enbridge Gas Inc., which are to be addressed directly with Enbridge Gas Inc.

### Bell Canada

The applicant has been provided comments from Bell Canada, which are to be addressed directly with Bell Canada.

### CN Rail

The applicant has been provided comments from CN Rail, which are to be addressed directly with CN Rail.

## **Advisory Committee Comments**

N/A




## **APPLICATION PROCESS TIMELINE STATUS**

This Site Plan application was not processed by the On Time Decision Date due to the complexity of issues associated with zoning and servicing for the site.

**Contact:** Colette Gorni Tel: 613-580-2424, ext. 21239 or e-mail: Colette.Gorni@ottawa.ca

# Document 1 – Location Map



		LOCATION MAP / PLAN DE LOCALISATION SITE PLAN / PLAN D'EMPLACEMENT	
D07-12-22-0015	22-0103-Y		
I:\CO\2022\Site\Northside42			
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REVISION / RÉVISION - 2022 / 02 / 04			
		 <b>42 chemin Northside Road</b>	 <small>NOT TO SCALE</small>