



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

Site Location: 300 Montgomery Street

File No.: D07-12-23-0087

Date of Application: June 21, 2023

This SITE PLAN CONTROL application submitted by Kyle Brill, on behalf of Riverain Developments Inc., is APPROVED as shown on the following plan(s):

1. **Site Plan**, SP-1, prepared by Roderick Lahey Architects Inc., dated June 1, 23, revision 13 dated Sept. 24, 24.
2. **Landscape Plan Phase 3 & Interim Measures on Future Phases**, L1.2, prepared by CSW Landscape Architecture, dated MAY 15, 2023, revision 8 dated 27 MAR 2024.
3. **Landscape Plan**, L1.3, prepared by CSW Landscape Architecture, dated MAY 15, 2023, revision 8 dated 27 MAR 2024.
4. **Landscape Details**, L2.1, prepared by CSW Landscape Architecture, dated 2023-05-26, revision 6 dated 07 MAR 2024.
5. **Landscape Details**, L2.2, prepared by CSW Landscape Architecture, dated 2023-05-26, revision 6 dated 07 MAR 2024.
6. **Landscape Details Rooftop**, L2.2, prepared by CSW Landscape Architecture, dated 2023-05-26, revision 6 dated 07 MAR 2024
7. **Internal Road Elevation** – Phase3, D-111, prepared by RLA Architecture, dated 23/04/13, revision 13 dated 24/01/22.
8. **Montgomery St Elevation** – Phase3, D-110, prepared by RLA Architecture, dated 23/04/13, revision 13 dated 24/01/22.
9. **Parkland Elevation** – Phase3, D-112, prepared by RLA Architecture, dated 23/04/13, revision 13 dated 24/01/22.

10. **Selkirk Elevation** – Phase3, D-113, prepared by RLA Architecture, dated 23/04/13, revision 13 dated 24/01/22.
11. **Site Grading Plan Phase III**, Drawing No. SG-01, prepared by Lithos, dated JUNE 2021, revision 10 dated SEP 24, 2024.
12. **Site Servicing Plan**, Drawing No. SS-01, prepared by Lithos, dated JUNE 2021, revision 7 dated FEB 05, 2024.
13. **Servicing Sections**, Drawing No. SS-02, prepared by Lithos, dated JUNE 2021, revision 7 dated FEB 05, 2024.
14. **Erosion Control Plan**, Drawing No. EC-01, prepared by Lithos, dated JUNE 2021, revision 5 dated FEB 05, 2024.
15. **Removals Plan**, Drawing No. RM-01, prepared by Lithos, dated JUNE 2021, revision 5 dated FEB 05, 2024.
16. **Roadway Reinstatement Plan**, Drawing No. RR-01, prepared by Lithos, dated JUNE 2021, revision 5 dated FEB 05, 2024.

And as detailed in the following report(s):

1. **Geotechnical Investigation - Proposed High-Rise Complex, 3-33 Selkirk Street and 2 Montreal Road, Ottawa, Ontario**, prepared by Paterson Group, dated August 3, 2022. Report PG4915-1 Revision 4.
2. **Roadway Traffic Noise Feasibility Assessment**, prepared by GradientWind Engineers & Scientists, dated April 25, 2022, Report 20-077-Traffic Noise and Addendum dated June 13th 2023.
3. **Functional Servicing and Stormwater Management Report**, Report UD23-002., prepared by Lithos Group Inc. dated October 2023.
4. **Road Modification**, Report No. RMA-2023-TPD-064, dated August 23, 2024
5. **Transportation Impact Assessment Report**, prepared by Parsons, Report Number 478655-01000, step 5 dated September 29, 2023.
6. **Phase 1 Environmental Site Assessment**, prepared by Paterson Group, Report PE4546-1, dated April 22, 2019.
7. **Phase I - Environmental Site Assessment Update**, prepared by Paterson Group, Report PE4546-LET.04R, dated July 27, 2022.
8. **Phase II Environmental Site Assessment**, prepared by Paterson Group, report PE4546-2, dated April 29, 2019.
9. **Remedial Action Plan**, prepared by Paterson Group, file PE4546-RAP.12 dated June 28, 2022.

And subject to the following General and Special Conditions:

General Conditions

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

The Owner shall enter into this Site Plan Control Agreement, including all standard and special conditions, financial and otherwise, as required by the City. In the event that the Owner fails to sign this Agreement, complete the conditions to be satisfied prior to the signing of this Agreement, and have the corresponding building permit(s) issued within three years of Site Plan approval, the approval shall lapse.

2. Barrier Curbs

The Owner acknowledges and agrees that the parking areas and entrances shall have barrier curbs and shall be constructed in accordance with the drawings of a design professional, such drawings to be approved by the General Manager, Planning, Development and Building Services.

3. Water Supply for Fire Fighting

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

4. Reinstatement of City Property

The Owner shall reinstate, at its expense and to the satisfaction of the General Manager, Planning, Development and Building Services, any property of the City, including, but not limited to, sidewalks, curbs and boulevards, which is damaged as a result of the subject development.

5. Construction Fencing

The Owner acknowledges and agrees to install construction fencing, at its expense, in such a location as may be determined by the General Manager, Planning, Development and Building Services.

6. Construct Sidewalks

The Owner shall design and construct sidewalk(s) within public rights-of-way or on other City owned lands to provide a pedestrian connection from or to the site as may be determined by the General Manager, Planning, Development and Building Services. Such sidewalk(s) shall be constructed to City Standards.

7. Extend Internal Walkway

The Owner shall extend internal walkways beyond the limits of the subject lands to connect to existing or proposed public sidewalks, at the sole expense of the Owner,

to the satisfaction of the General Manager, Planning, Development and Building Services.

8. **Completion of Works**

The Owner acknowledges and agrees that no new building will be occupied on the lands until all requirements with respect to completion of the Works as identified in this Agreement have been carried out and received Approval by the General Manager, Planning, Development and Building Services, including the installation of municipal numbering provided in a permanent location visible during both day and night and the installation of any street name sign on relevant streets.

Notwithstanding the non-completion of the foregoing Works, occupancy of a lot or structure may otherwise be permitted, if in the sole opinion of the General Manager, Planning, Development and Building Services, the aforesaid Works are proceeding satisfactorily toward completion. The Owner shall obtain the prior consent of the General Manager, Planning, Development and Building Services for such occupancy in writing.

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

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

9. **Development Charges**

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

Special Conditions

10. **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, Development and Building Services.

11. **Construct Sidewalks**

The Owner shall design and construct sidewalk(s) within public rights-of-way or on other City owned lands to provide a pedestrian connection from or to the site as may be determined by the General Manager, Planning, Development and Building Services. Such sidewalk(s) shall be constructed to City Standards.

12. **Road Modifications**

The Owner agrees to complete all road modifications required to accommodate this development, as identified in the road modification approval report referenced in Schedule "E" hereto, and further acknowledges and agrees that it is responsible for all costs associated with the public roadway modifications.

13. **Reinstatement of City Property**

The Owner shall reinstate, at its expense and to the satisfaction of the General Manager, Planning, Development and Building Services, any property of the City, including, but not limited to, sidewalks, curbs, and boulevards, which is damaged as a result of the subject development.

14. **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.

15. **Professional Engineering Inspection**

The Owner shall have competent Professional Engineering inspection personnel on-site during the period of construction, to supervise the Works, and the General Manager, Planning, Development and Building Services, shall have the right at all times to inspect the installation of the Works. The Owner acknowledges and agrees that should it be found in the sole opinion of the General Manager, Planning, Development and Building Services, that such personnel are not on-site or are incompetent in the performance of their duties, or that the said Works are not being carried out in accordance with the approved plans or specifications and in accordance with good engineering practice, then the General Manager, Planning Development and Building Services, may order all Work in the project to be stopped, altered, retested or changed to the satisfaction of the General Manager, Planning, Development and Building Services.

16. **Asphalt Overlay**

Due to the number of road cut permits required to service this development, the Owner shall install an asphalt overlay over the total area of the public driving surface of Montgomery Street and Selkirk Street, fronting the subject lands, as shown on the approved **Roadway Reinstatement Plan - Residential Use Development, 300 Montgomery Street, Ottawa, Ontario**, Drawing No. RR-01, prepared by Lithos, dated February 5, 2024, referenced in Schedule "E" hereto. The overlay

shall be carried out to the satisfaction of the General Manager, Planning, Development and Building Services. The Owner acknowledges and agrees that all costs are to be borne by the Owner.

17. **Noise Control Attenuation Measures**

The Owner acknowledges and agrees to implement the noise control attenuation measures recommended in the approved **Roadway Traffic Noise Feasibility Assessment - 3-33 Selkirk Street, Ottawa, Ontario**, prepared by Gradient Wind Engineers & Scientists, dated April 25, 2022, Report 20-077-Traffic Noise and **Addendum** dated June 13th 2023.

Referenced in Schedule "E" of this Agreement, as follows:

- a. each unit is to be equipped with central air conditioning.
- b. further to subsection (a) above, the location and installation of any outdoor air conditioning device(s) shall comply with the noise criteria of the Ministry of the Environment, Conservation and Parks' Publication NPC-216, dated 1993, and the Environmental Noise Guidelines for Installation of Residential Air Conditioning Devices, dated September 1994, as amended, in order to minimize the noise impacts both on and off the immediate vicinity of the subject lands;
- c. prior to the issuance of a building permit, a review of building components (windows, walls, doors) is required and must be designed to achieve indoor sound levels within the City's and the Ministry of the Environment, Conservation and Parks' noise criteria. A letter shall be prepared by a qualified professional and provided to the General Manager, Planning, Development and Building Services confirming the plans submitted for building permit issuance have incorporated any and all mitigation measures to achieve the required indoor sound levels;
- d. upon completion of the development and prior to occupancy and/or final building inspection, a professional engineer, licensed in the Province of Ontario with expertise in the subject of acoustics related to land use planning, shall be retained to visit the lands, inspect the installed noise control measures and satisfy themselves that the installed recommended interior noise control measures comply with the measures in the Roadway Traffic Noise Feasibility Assessment - 3-33 Selkirk Street, Ottawa, Ontario, prepared by GradientWind Engineers & Scientists, dated April 25, 2022, Report 20-077-Traffic Noise and Addendum dated June 13th 2023, referenced in Schedule "E" hereto. The professional engineer shall prepare, sign and stamp a letter to the General Manager, Planning, Development and Building Services (the "Certification Letter") stating that they certify acoustical compliance with all requirements of the applicable conditions in this Agreement, to the satisfaction of the General Manager, Planning, Development and Building Services.

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

The Owner acknowledges and agrees that a notice shall be registered on title to the subject lands, at the Owner's expense. The Owner further acknowledges and agrees that such notice on title, or the clauses as written directly below, shall be included in all agreements of purchase and sale and lease agreements to inform prospective purchasers and tenants of these matters. The notice on title shall include, but not be limited to, the following:

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

Type A – Increasing Roadway Traffic

“The purchaser/lessee for themselves, their heirs, executors, administrators, successors and assigns, acknowledges being advised that noise levels due to increasing roadway 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 B – Increasing Roadway Traffic

“The purchaser/lessee for themselves, their heirs, executors, administrators, successors and assigns, acknowledges being advised that despite the inclusion of noise control features in this development and within building units, noise levels from increasing roadway 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 themselves, their heirs, executors, administrators, successors and assigns, acknowledges being advised that this dwelling unit has been supplied with a central air conditioning system which will allow windows and exterior doors to remain closed, thereby ensuring that the indoor sound levels are within the City of Ottawa's and the Ministry of the Environment, Conservation and Parks' noise criteria.”

Ending Paragraph

“The purchaser/lessee covenants with the vendor/lessor that the above clauses, verbatim, shall be included in all subsequent agreements of purchase and sale and lease agreements for the lands described herein, which covenant shall run with the said lands.”

19. **Geotechnical Investigation**

The Owner acknowledges and agrees that it shall retain the services of a geotechnical engineer, licensed in the Province of Ontario, to ensure that the recommendations of the **Geotechnical Investigation - Proposed High-Rise Complex, 3-33 Selkirk Street and 2 Montreal Road, Ottawa, Ontario**, prepared by Paterson Group, dated May 29, 2020, revision 4 dated August 3, 2022. Report PG4915-1 Revision 4 (the "Report"), referenced in Schedule "E" herein, are fully implemented. The Owner further acknowledges and agrees that it shall provide the General Manager, Planning, Development and Building Services with confirmation issued by the geotechnical engineer that the Owner has complied with all recommendations and provisions of the Report, prior to construction of the foundation and at the completion of the Works, which confirmation shall be to the satisfaction of the General Manager, Planning, Development and Building Services.

20. **Geotechnical – Encroachments**

The Owner acknowledges and agree that the **Geotechnical Investigation - Proposed High-Rise Complex, 3-33 Selkirk Street and 2 Montreal Road, Ottawa, Ontario**, prepared by Paterson Group, dated May 29, 2020, revision 4 dated August 3, 2022. Report PG4915-1 Revision 4 has recommended a method of shoring that may encroach onto the adjacent property or onto the City's right-of way. The Owner acknowledges and agrees that it shall be required to obtain the approval of the adjacent property owner and/or receive municipal consent for any Works within the said Road, prior to the installation of any encroachments. The Owner acknowledges and agrees that for encroachments within the said Road, the Owner shall ensure that there will be no conflicts between the proposed shoring method and the municipal services or utilities in the said Road.

21. **Record of Site Condition**

Prior to occupancy, the Owner shall submit to the General Manager, Planning, Development and Building Services, and the Chief Building Official, a Record of Site Condition ("RSC") completed in accordance with the *Environmental Protection Act*, R.S.O. 1990, c. E.19, *O.Reg. 153/04* ("*O.Reg. 153/04*"), as amended, and such RSC shall be acknowledged by the Ministry of the Environment, Conservation and Parks (MECP). The RSC shall confirm that all or part of the site is suitable for the proposed use in accordance with *O.Reg. 153/04*. The City may issue a building permit on a phased basis to allow for site investigation and remediation activities if permitted by *O.Reg. 153/04* which shall be at the sole discretion of the Chief Building Official.

Where available information reveals that contamination extends into a City right-of-way and submission of an RSC is not possible, a building permit may be issued, at the sole discretion of the Chief Building Official, on a phased basis:

- a. where the Owner has executed an off-site management agreement with the City to remediate the right-of-way and the site or;

- b. where the Owner has completed remediation Work on the right-of-way to the satisfaction of the General Manager, Planning, Development and Building Services.

22. **Record of Site Condition Submission**

The Owner shall submit to the General Manager, Planning, Development and Building Services and the Chief Building Official, Buildings Code Services, a Record of Site Condition (RSC) completed in accordance with the O.Reg. 153/04 and acknowledged by the Ministry of Environment, Conservation and Parks. The Owner must also submit copies of any supplemental environmental reports that were completed to support the RSC filing with the MECP; including any remediation reports, risk assessment reports, risk management plans, and a copy of the legal survey showing the boundary of the RSC Property. The RSC and accompanying submissions shall confirm that all of the Lands are suitable for the proposed use, including the park, in accordance with O.Reg. 153/04. The City may issue a building permit on a phased basis to allow for site investigation and remediation activities, if permitted by O.Reg. 153/04, which shall be at the sole discretion of the Chief Building Official.

23. **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.

24. **Notice on Title – Below Grade Parking Areas and Depressed Driveways**

The Owner acknowledges and agrees that a notice shall be registered on title to the subject lands, at the Owner's expense. The Owner further acknowledges and agrees that such notice on title, or the clauses as written directly below, shall be included in all agreements of purchase and sale and lease agreements to inform prospective purchasers and tenants of these matters. The notice on title shall include, but not be limited to, the following:

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

“The purchaser/lessee for themselves, their heirs, executors, administrators, successors and assigns, acknowledges being advised that during major storm events, depressed driveways and below grade parking areas may be subject to flooding due to drainage from the road allowance. The purchaser/lessee further acknowledges being advised that the City of Ottawa shall not be liable for

flooding claims. Backwater valves are recommended for installation on catch basins located in depressed driveways.”

“The purchaser/lessee covenants with the vendor/lessor that the above clauses, verbatim, shall be included in all subsequent agreements of purchase and sale and lease agreements for the lands described herein, which covenant shall run with the said lands.”

25. **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 Montgomery Street between sanitary maintenance holes MHSA34855 and MHSA35053 and storm maintenance holes MHST34738 and MHST34726, and within Selkirk Street between storm maintenance holes MHST34724 to MHST34725 prior to any construction to determine the condition of the existing City Sewer System prior to construction on the lands and to provide said video inspection to the General Manager, Planning, Development and Building Services.
- b) Upon completion of construction on the lands, the Owner shall, at its expense and to the satisfaction of the General Manager, Planning, Development and Building Services:
 - i. obtain a video inspection of the existing City Sewer System within Montgomery Street between sanitary maintenance holes MHSA34855 and MHSA35053 and storm maintenance holes MHST34738 and MHST34726, and within Selkirk Street between storm maintenance holes MHST34724 to MHST34725 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 Montgomery Street between sanitary maintenance holes MHSA34855 and MHSA35053 and storm maintenance holes MHST34738 and MHST34726, and within Selkirk Street between storm maintenance holes MHST34724 to MHST34725 and compensate the City for the full amount of any required repairs to the City Sewer System.

26. **Stormwater Management Memorandum**

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

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

27. **Stormwater Works Certification**

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

28. **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 **Functional Servicing and Stormwater Management Report, 2 Montreal Road & 3 Selkirk Street, Ottawa Selkirk & Main Developments Inc.**, prepared by Lithos Group Inc. dated October 2023. Report UD23-002., 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.

29. **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, Development and Building Services 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.

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

The Owner acknowledges and agrees that where contamination emanating from the site and impacting the City's rights-of-way is discovered during the course of the Works, the Owner shall notify the Manager, Realty Services immediately in writing and agrees to enter into an Off-Site Management Agreement with the City to address the contamination in the rights-of-way. The Owner shall be responsible for all associated costs with the Off-Site Management Agreement, which

agreement shall be to the satisfaction of the General Manager, Planning, Development and Building Services.

31. **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.

32. **Site Lighting Certificate**

- a. In addition to the requirements contained in Clause 19 of Schedule "C" hereto, the Owner acknowledges and agrees, prior to the issuance of a building permit, to provide the City with a certificate from an acceptable professional engineer, licensed in the Province of Ontario, which certificate shall state that the exterior site lighting has been designed to meet the following criteria:
 - i. it must be designed using only fixtures that meet the criteria for full cut-off (sharp cut-off) classification, as recognized by the Illuminating Engineering Society of North America (IESNA or IES); and
 - ii. it must result in minimal light spillage onto adjacent properties. As a guideline, 0.5 fc is normally the maximum allowable spillage.
- b. The Owner acknowledges and agrees that, upon completion of the lighting works and prior to the City releasing any associated securities, the Owner shall provide certification satisfactory to the General Manager, Planning, Development and Building Services, from a Professional Engineer, licensed in the Province of Ontario, that the site lighting has been constructed in accordance with the Owner's approved design plan.

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 Montgomery Street and Selkirk Street rights-of-way, as shown on the approved Landscape Plan referenced in Schedule "E" herein, including all plant and landscaping material (except municipal trees) and benches. 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. **Public Art Installation**

The Owner acknowledges and agrees to provide a public art mural on the eastern wall of the building abutting the Public Park, in consultation with the City's Heritage Planning group as well as the local Community Association, and to the satisfaction of General Manager, Planning, Development and Building Services Department. The said public art shall be installed and completed prior to occupancy and securities shall not be reduced by more than fifty (50%) percent until such as the installation is complete and confirmed to the satisfaction of General Manager, Planning, Infrastructure and Economic Development.

35. **Mural**

The Owner acknowledges and agrees to preserve the images, of two existing murals, in a useable format. The Murals are to be installed within the development at a location to be approved to the satisfaction of the General Manager, Planning Real Estate and Economic Development in consultation with the Public Art Coordinator, Recreation, Cultural and Facility Services. Location options include but not limited to, being located on the above grade parking garage wall facing the City Park in Phase 3, a blank wall façade within Phase 2 facing North River Road or as a stand alone art/privacy screen feature within the pedestrian realm in Phase 1. The Murals either located on a building face or within the public realm will aim to complement the mural/artistic expression proposed, not to block or hinder it. stairwells and mechanical exhaust will be considered.

36. **Bird-Safe Guidelines**

The owner acknowledges and agrees to consider the City's Bird-Safe Design Guidelines when choosing building materials for the development.

37. **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. It is expressly acknowledged that this service may be amended or discontinued at the City's sole discretion, if in the City's opinion, access is not appropriate or due to policy/process changes within the operating department.

Park Conveyance

38. It is acknowledged and agreed that the required parkland dedication was conveyed with registration of the first phase of development (D07-12-21-0123).
39. It is further acknowledged that the parkland requirement was based on a gross land area that included all three phases of development.

Base Park Improvements

40. The Owner shall be responsible for the construction and installation of the base park improvements for the Park Land (the 'Base Park Improvements') at their sole expense, to the satisfaction of the General Manager, Recreation, Cultural and Facility Services.
41. The Base Park Improvement will include the following to the satisfaction of the General Manager, Recreation, Cultural and Facility Services Department:
 - (a) demolition, removal and disposal of all existing materials, structures and foundations;
 - (b) grading inclusive of topsoil supply and placement, minimum of 150 mm;
 - (c) seed and/or sod #1 nursery grade or equivalent value of other approved park development;
 - (d) fencing to City standard;
 - (e) all necessary drainage systems including connections to municipal services as required;
 - (f) Unless otherwise specified the Owner shall provide the following services and utilities to all Park Blocks:
 - (i) A 50mm diameter water line complete with water vault chamber at 2m inside the park property as per city standard details for unit price contracts park water service. Costs for the water vault chamber and water meter, if ultimately required, shall be paid for by the City or be included as part of the maximum park construction budget for the park;
 - (ii) 150mm diameter sanitary sewer and MH at 2m inside the park property line;
 - (iii) A 120/240 volt, 200 ampere single phase hydro service at 2m inside the park property line complete with electrical kiosk for park services as per city standard details for unit price contracts. The Owner is responsible for making all arrangements and coordinating the connection of the new hydro service, including costs and inspections, with the respective electrical agencies.

Electrical and water connections (minimum 50mm) are to be connected directly to the street line, including back flow preventors, shutoff valves, water and hydro meters and chambers.

- (g) street trees along all public road allowances, which abut future City owned parkland; and
- (h) standard 1-post park sign (separate certified cheque required to be provided to the City).

All work to be completed to the satisfaction of the General Manager, Planning, Development and Building Services.

- 42. Prior to the issuance of the first Above Grade Permit, the Owner shall submit a cost estimate and any necessary plans for the Base Park Improvements, to the satisfaction of the General Manager, Recreation, Culture and Facility Services.
- 43. Prior to issuance of the first Above Grade Permit, the Owner shall post an irrevocable Letter of Credit in the amount of 100% of the value of the Base Park Improvements for the parkland to the satisfaction of the General Manager, RCFS.
- 44. The Owner acknowledges no credit shall be given towards the Parks and Recreation component of the Development Charges for costs associated with Base Park Improvements.
- 45. The construction of the Base Park Improvements to the Park Land shall be completed within the earlier of (a) three years after the issuance of the first Above Grade Permit for all or any part of the Site, and or b) Prior to any residential use of all or any part of the Site, or timing to the satisfaction of the General Manager, RCFS. Unforeseen delays (e.g. weather) or other mitigating factors resulting in the late completion of the construction of the Base Park Improvements to the Park Land may be taken into consideration and the date for completion may be extended, at the sole discretion of the General Manager, RCFS.
- 46. Notwithstanding said transfer, the Owner acknowledges and agrees that the Owner will retain all liability for the transferred Park and that said transfer will in no way exonerate the Owner from its responsibility pursuant to the terms of the Site Plan Agreement. The Owner, on behalf of himself, his heirs, executors, administrators and assigns, including his successors in title, covenants and agrees to indemnify and save harmless the City from all actions, causes of actions, suits, claims or demands whatsoever which arise directly from the interim use by the Owner of Parts 5 on 4R-34900.
- 47. Should the Owner carry out any of the Base Park Improvements on the Park Land following conveyance of the Park Land to the City, the Owner must obtain, at the Owner's expense, a License of Occupation (LOC) from the City's Corporate Real Estate Office. The LOC will outline in detail the insurance requirements, extent of area permitted, permitted use, and duration to the satisfaction of the General Manager, RCFS. The Owner will indemnify the City against any claim during any interim use of or work carried out by the applicant on the park, to the satisfaction of the General Manager, RCFS.
- 48. The Owner acknowledges and agrees that no stormwater management facilities, overland flow routes, and/or encumbrances of any kind, such as, but not limited to, retaining walls, utility lines, agreements and/or easements of any kind shall be

located on, under, or above dedicated Park Lands, save and except any utilities lines required by the City, and shall be removed and/or released from the Park Lands, prior to the conveyance of the said lands to the City. Any utilities presently located within the Park Lands, must be relocated at the Owner's sole expense.

49. The Owner acknowledges and agrees that it is the responsibility of the Owner to rough grade the park where necessary to meet Site Plan grades, and provide for positive surface drainage across the Park Land, as per the approved Grading Plan for the Site Plan. If fill is required, it shall be comprised of clean earth borrow, compacted and leveled within the Park Land accordingly, as per the City Standards for Park Fill and rough grading. All at the expense of the Owner.
50. Any fill imported to the Park Land must be conducted in accordance with the excess soils regulations, as amended. Documentation of the source and quality of the fill to be imported must be approved by a Qualified Person. Soils must be tested to the minimum parameter list as specified in the excess soils regulations. Importation of soils with no chemical testing will not be permitted. Additional testing may be required by the Qualified Persons as defined in the regulation.
51. Copies of all records related to all soils imported to the Park Land must be provided to the City. All works and fill materials are to be approved by the General Manager, Planning, Real Estate, Economic Development Department prior to being placed on site.
52. All work shall proceed in accordance with the applicable regulations and according to the current (at time of work approved City details and specifications).
53. The Owner acknowledges and agrees to undertake a geotechnical and soils analysis of Part 5 on 4R-34900 to determine its composition and drainage characteristics to a minimum 2 metre depth. The Owner shall clearly demonstrate to the satisfaction of the General Manager, Planning, Development and Building Services that the soils in Part 5 on 4R-34900 are capable of supporting the development of park facilities such as, but not limited to, pathways, children's playgrounds, park shelters, and vegetation growth.

Record of Site Condition

54. The Owner shall submit to the General Manager, Planning, Development and Building Services and the Chief Building Official, Buildings Code Services, a Record of Site Condition (RSC) completed in accordance with the O.Reg. 153/04 and acknowledged by the Ministry of Environment, Conservation and Parks. The RSC shall confirm that all of the Lands are suitable for the proposed use, including the park, in accordance with O.Reg. 153/04. The Owner acknowledges and agrees the City may issue a building permit on a phased basis to allow for site investigation and remediation activities and if permitted by O.Reg. 153/04. Further works shall not be permitted until the RSC is submitted.

Protection of Public Park Lands

55. The Owner shall neither deposit, nor permit to be deposited, fill, snow, debris, building materials, granular, excavated materials, topsoil or construction equipment, nor allow vehicle parking, storage or access for any purposes on Part 5 on 4R-34900. Furthermore, the Owner shall neither remove nor permit to be removed any fill, top soil, trees, vegetation or shrubs from on Part 5 on 4R-34900, without the prior consent of the General Manager, Planning, Development and Building Services.
56. The Owner shall cause the lands transferred, designated as Part 5 on 4R-34900, to the City for park purposes, to be identified by permanent markers and, if required, temporary markers at the Owner's expense. The Owner shall install and maintain temporary fencing adjacent to Part 5 on 4R-34900. The markers and temporary fencing shall be of a type and place in such a location and at such times as are satisfactory to the General Manager, Planning, Development and Building Services.

Construction staging

57. Should the park lands be used for construction staging, the Owner acknowledges and agrees to enter a Licence of Occupation to permit the interim use of the Park Lands, to the satisfaction of the General Manager, Recreational, Cultural and Facility Services.
58. The Owner further acknowledges and agrees that after staging, and prior to take over of the land by the City, to provide a record of site condition as well as a geotechnical and soil analysis of the designated park block to determine its composition and drainage characteristics to a minimum 2 metre depth. The Owner shall clearly demonstrate to the satisfaction of the General Manager, Planning, Development and Building Services that the soils in the park block can support the development of park facilities such as group seating areas, games/picnic tables, a shade shelter, a small central green space or adult fitness area, perimeter and interior shade trees and a small one-post park sign. More detailed soils investigations may be required, to be determined by the General Manager, Planning and Growth Management, any additional investigations or remediation required will be at the sole expense of the Owner.
59. The Owner further acknowledges and agrees to turn the land over to the City in a clean, positively drained and vegetation covered (grass) base condition or a state to be determined by the General Manager, Planning Recreation Cultural and Facilities Services.
60. The Owner further acknowledges and agrees that all features within the North River Parkette are required to be maintained and protected during site construction including existing trees and/or grades. Any site development of 2 Montreal Road and 3 Selkirk Avenue must not adversely affect the existing park and its features, and this would include the safety of park users during the development of 2 Montreal Road and 3 Selkirk Avenue. Any damage to the existing park or any damage to a park feature shall be compensated to the satisfaction of the General Manager of Recreation, Cultural and Facilities Services.

61. The Owner further acknowledges and agrees that there will be no encroachment of materials, works or waste from the construction onto existing park lands. Any materials that migrate to the park site from the development will be removed by the Owner and at the Owners expense in a timely manner upon request by the City.

September 25, 2024

Date



Andrew McCreight
Manager, Development Review Central,
Planning, Development and Building
Services Department

Enclosure: Site Plan Control Application approval – Supporting Information



SITE PLAN CONTROL APPROVAL APPLICATION SUPPORTING INFORMATION

File Number: D07-12-23-0087

SITE LOCATION

300 Montgomery Street, Ottawa as shown on Document 1.

SYNOPSIS OF APPLICATION

The subject property is the site of a former Esso gas station and the Eastview Shopping Centre. The site forms a complete block as you enter Vanier from Cummings Bridge and is connected to surrounding amenities and facilities in the area by sidewalks along all abutting streets. A public multi-use pathway, owned and maintained by the City of Ottawa, runs adjacent the Rideau River in Riverain Park. A city-owned public plaza is currently located at the intersection of Montreal Road and North River Road.

300 Montgomery Street is part of a larger site (along with 3 Selkirk Street and 2 Montreal Road) within which three towers and a municipal park are proposed. The property is approximately 17,000 square metres in size with frontage along Montreal Road, Montgomery Street, Selkirk Street and North River Road. A cluster of towers are located to the south of the site and contain residential and office uses. To the west of the site along North River Road is the Rideau River and open space. Lower profile buildings abut the site along Montgomery Avenue and Montreal Road.

Phase 1 of the overall proposal was approved, along with a Master Plan, in September 2022, and facilitated the construction of a 22-storey mixed use building. The building labelled as Phase 2 of the overall proposal, for which a Site Plan Control application has not yet been submitted, would facilitate the construction of a 32-storey mixed use building.

The current Site Plan Control application is for area labelled as Phase 3 of the three-phase project. This approval will facilitate the construction of a 28-storey, 385-unit residential tower (Tower C), which includes 276 vehicular tenant parking spaces, 35 vehicular visitor parking spaces and 333 bicycle parking spaces. These are in addition to those provided within the first phase of development, which are also intended to be shared between all three phases of development.

The 28-storey tower sits atop a three-storey podium which houses the vehicular parking spaces and most of the bicycle parking spaces. The podium also includes residential units oriented towards the mid-block connection. 4,050 square metres of amenity space is provided, with 1,694 square metres being communal. Materiality proposed includes

bird frit glazing up to the sixth floor, neolith and metal panelling on the ground floor façade, colored metal panelling that encloses the above-ground garage, and spandrel glass units and clear glazing for the tower. The east façade facing the new park space will feature an art mural, which is reflected under Condition 34 of this approval. The main entrance of the building is located on the west façade and is accessed from a private laneway. For this third phase, loading and moving services for Building C will be provided at the south-west corner via a driveway loop.

Parkland dedication was provided in the form of parkland to be conveyed to the City and was conditioned as part of the first phase of development.

Residential Units and Types

Dwelling Type	Number of Units
Apartment	385

Related Applications

The following applications are related to this proposed development:

- Zoning By-law Amendment – D02-02-20-0044
- Official Plan Amendment – D01-01-20-0009
- Site Plan Control – D07-12-21-0123
- Committee of Adjustment, Consent to Sever – D08-01-22/B-00187 & D08-01-22/B-00188

DECISION AND RATIONALE

This application is approved for the following reasons:

- The subject site is located within the Inner Urban Transect policy area of the Official Plan, is designated as a Mainstreet Corridor (Montreal Road) and a Minor Corridor (North River Road) and is affected by the Evolving Neighbourhood Overlay. Policies support a higher density of development and a greater degree of mixed uses than the surrounding neighbourhoods, and the proposal represents a built-form consistent with the planned function while also maintaining compatibility with the existing surroundings.
- The property is zoned TM3[2719] S441 (Traditional Mainstreet, Subzone 3, Exception 2719, Schedule 441), which permits the proposed use and performance standards.
- The subject project was developed and reviewed with the guidance of Urban Design Guidelines for High-rise Buildings which address a number of design aspects related to fit and compatibility, impact on the pedestrian environment and open spaces, and the quality of materials, among others.

- It is Staff's opinion that the proposed site design represents good planning, and the conditions of approval will allow for orderly development of the site across the phases

PARKLAND DEDICATION

Parkland dedication, in accordance with By-law 2022-280, was previously satisfied through the previous Site Plan Control application.

URBAN DESIGN REVIEW PANEL

The Site Plan Control application was subject to the Urban Design Review Panel process. A formal review for this phase of development was held on September 8, 2023. The Panel's recommendations can be found [here](#).

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

- An evolved architectural expression of the podium/garage structure with a refined material palette.
- A reimagining of the existing heritage mural integrated directly into the architecture of the new building.

ROAD MODIFICATIONS

There are road modifications associated with this site plan control application, as detailed in the Road Modifications Report referenced as an approved report above.

CONSULTATION DETAILS

Councillor's Comments

Councillor Stéphanie Plante is aware of the application related to this report.

Public Comments

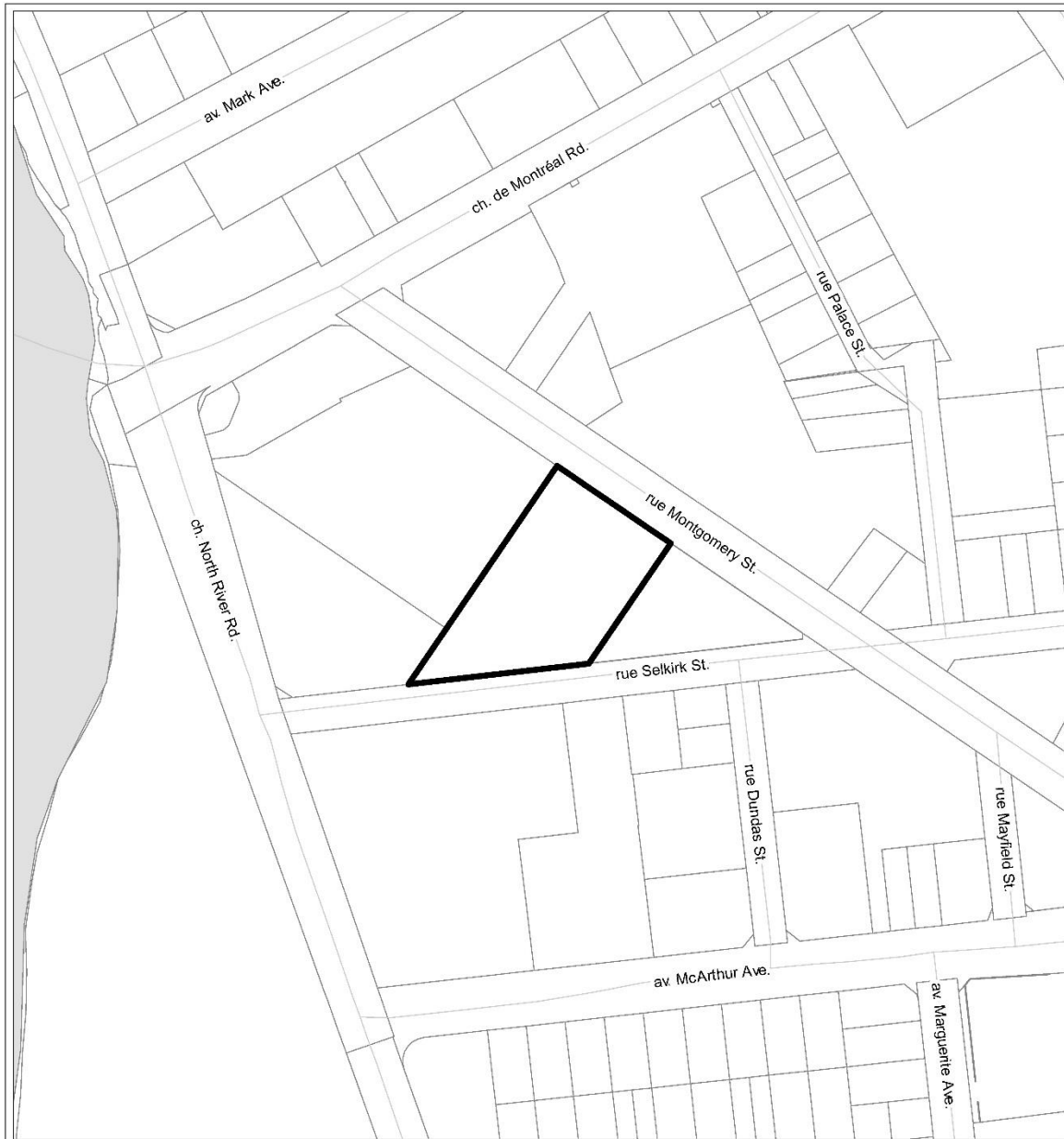
This application was subject to public circulation under the Public Notification and Consultation Policy. There were public comments received online and staff considered these comments.

APPLICATION PROCESS TIMELINE STATUS

This Site Plan application was not processed by the On Time Decision Date due to the complexity the engineering, environmental and transportation-related issues.

Contact: Jean-Charles Renaud Tel: 613-223-7273 or e-mail: Jean-Charles.Renaud@ottawa.ca

Document 1 – Location Map



D07-12-23-0087

24-0553-L

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REVISION / RÉVISION - 2024 / 05 / 24

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



300 rue Montgomery St.



NOT TO SCALE