



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

Site Location: 1452, 1460, 1470 Hunt Club Road and 1525, 1531, 1545 Sieveright Avenue. (Reserved Address: 1458 Hunt Club Road)

File No.: D07-12-24-0068

Date of Application: July 24, 2024

This SITE PLAN CONTROL application submitted by Patricia Warren, on behalf of Larga Baffin, Ltd., is APPROVED as shown on the following plan(s):

1. **Project Information**, A005, prepared by DTAH Architects Limited, dated 2024-07-11, revision 6 dated 2024-07-12.
2. **Site Plan**, A100, prepared by DTAH Architects Limited, dated 2024-07-22, revision 7 dated 2024-07-12.
3. **Proposed Right of Way Construction**, A101, prepared by DTAH Architects Limited, dated 2024-07-23, revision 1 dated 2024-07-12.
4. **Parking Level Plan**, A200, prepared by DTAH Architects Limited, dated 2024-07-12, revision 6 dated 2024-07-12.
5. **Mechanical Penthouse Plan**, A205, prepared by DTAH Architects Limited, dated 2024-07-11, revision 6 dated 2024-07-12.
6. **Roof Plan**, A206, prepared by DTAH Architects Limited, dated 2024-07-11, revision 6 dated 2024-07-12.
7. **Elevations**, A301, prepared by DTAH Architects Limited, dated 2024-07-11, revision 6 dated 2024-07-12.
8. **Elevations**, A302, prepared by DTAH Architects Limited, dated 2024-07-11, revision 6 dated 2024-07-12.
9. **Elevations**, A303, prepared by DTAH Architects Limited, dated 2024-07-11, revision 6 dated 2024-07-12.
10. **Elevations**, A304, prepared by DTAH Architects Limited, dated 2024-07-11, revision 6 dated 2024-07-12.

And as shown on the following future plans:

11. Tree Conservation Report and Landscape Plan

12. General Plan of Services
13. Notes & Legend
14. Removals Plan
15. Grading Plan
16. Sanitary Drainage Area Plan
17. Storm Drainage Area Plan
18. Ponding Plan
19. Sediment – Erosion Plan

And as detailed in the following report(s):

1. **1470 Hunt Club Road Design Brief**, prepared by Arcadis Canada Inc., dated June 27th, 2024.
2. **Environmental Noise Impact Assessment**, prepared by Arcadis Canada Inc., dated July 19, 2024.
3. **Geotechnical Investigation Proposed Mid-Rise Building 1452-1470 Hunt Club Road and 1525-1531 Sieveright Avenue**, prepared by Paterson Group Inc., dated April 3, 2024.
4. **Phase I – Environmental Site Assessment Update 1452-1470 Hunt Club Road & 1525-1545 Sieveright Avenue**, prepared by Paterson Group Inc., dated April 24, 2024.
5. **Phase II – Environmental Site Assessment 1452-1470 Hunt Club Road & 1525-1545 Sieveright Avenue**, prepared by Paterson Group Inc., dated April 25, 2024.
6. **Phase II – Environmental Site Assessment 1452-1470 Hunt Club Road & 1525-1545 Sieveright Avenue**, prepared by Paterson Group Inc., dated September 30, 2020.
7. **1470 Hunt Club Road TIA – Addendum #2**, prepared by Arcadis Canada Inc., dated July 23, 2024.

And subject to the following General and Special Conditions:

General Conditions

1. Lapsing of Approval

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 (3) 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.

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, Development and Building Services, 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

11. Revised Plans and Reports

Prior to the registration of this Agreement, the Owner acknowledges and agrees to update the Servicing Plan and Landscape Plan to the satisfaction of the General Manager, Planning, Development and Building Code Services Department. The Owner acknowledges and agrees that the submission may necessitate changes to the plans and reports approved herein. If necessary, the Owner agrees to provide all revised plans and reports for approval prior to the registration of this Agreement or the issuance of a Commence Work Notification.

12. Outstanding Engineering Comments

Prior to registration of this Agreement or the issuance of a Commence Work Notification, the Owner acknowledges and agrees to provide the General Manager, Planning, Development and Building Code Services Department, with revised drawings and reports prepared by a Professional Engineer, licensed in the Province of Ontario, addressing the outstanding comments stated in the Formal Feedback Form dated October 4, 2024. The Owner further acknowledges and agrees that said drawings and reports 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.

13. Landscape Plan

Prior to the registration of this Agreement, the Owner acknowledges and agrees, to provide a revised Landscape Plan that maintains unobstructed access to the fire hydrant, includes ownership information for the proposed vegetation (trees, shrubs, ground covers) organized by total quantity and provides additional trees planted in the Hunt Club Road right-of-way. The Owner further acknowledges and agrees that said plan shall be to the satisfaction of the General Manager, Strategic Initiatives Department.

14. 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.

15. Sieveright Avenue and Apple Hill Drive Modifications

The Owner agrees to construct modifications to the Sieveright Avenue and Apple Hill Drive intersection limited to curb depressions and tactile indicators, as identified in the Proposed Right of Way Construction (A101) referenced in Schedule “E”, and further acknowledges and agrees that it is responsible for all costs associated with the modifications.

16. Private Approach Detail

The Owner acknowledges and agrees that all private approaches serving the proposed development shall be designed and constructed, at the sole expense of the Owner, in accordance with the City’s “Curb Return Entrances – Uncontrolled Intersections” Plan, Drawing No. SC7.1, dated March 2007 and revised March 2021, and the Owner shall comply with the City’s Private Approach By-law, being No. 2003-447, as amended.

17. 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.

18. Gate Controlled Access

The Owner acknowledges and agrees that the access on Sieveright Avenue shall be gate-controlled and utilized for outbound traffic only. The Owner further agrees to provide, install, and maintain signage at the Sieveright Avenue access indicating “Do Not Enter - Private Property - No Through Traffic”.

19. Noise Control Attenuation Measures

The Owner acknowledges and agrees to implement the noise control attenuation measures recommended in the approved Environmental Noise Impact Assessment, referenced in Schedule “E” of this Agreement, as follows:

- (a) All units on the Northern, Northeastern, Northwestern, Facades and Inner Facades (North Wing), as indicated on the Noise Plan – Drawing No. 126884-N1, are to be equipped with central air conditioning;
- (b) Units on the Southeastern and Southwestern Facades, as indicated on the Noise Plan – Drawing No. 126884-N1, are 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. 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;
- (e) upon completion of the development and prior to occupancy and/or final building inspection, a professional engineer, licensed in the Province of Ontario with expertise in the subject of acoustics related to land use planning, shall be retained to visit the lands, inspect the installed noise control measures and satisfy themselves that the installed recommended interior noise control measures comply with the measures in the Environmental Noise Impact Assessment 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.

20. 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 (All Units)

"The purchaser/lessee for themselves, their heirs, executors, administrators, successors and assigns, acknowledges being advised that noise levels due to increasing Hunt Club Road traffic may be of concern, occasionally

interfering with some activities of the dwelling occupants as the outdoor sound level exceeds the City of Ottawa's and the Ministry of the Environment, Conservation and Parks' noise criteria."

Aircraft Warning (All Units)

"The purchaser/lessee for themselves, their heirs, executors, administrators, successors and assigns, acknowledges being advised that due to proximity of the Ottawa Macdonald-Cartier International Airport, noise from the airport and individual aircraft may at times interfere with the outdoor or indoor activities."

Type C – Forced Air Heating System and Ducting (Units on the Southeastern Facade and Southwestern Facade, as indicated on the Noise Plan – Drawing No. 126884-N1)

"The purchaser/lessee for themselves, their heirs, executors, administrators, successors and assigns, acknowledges being advised that this dwelling unit has been fitted with a forced air heating system and the ducting, etc. was sized to accommodate central air conditioning. Installation of central air conditioning by the purchaser/lessee 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."

"The purchaser/lessee for themselves, their heirs, executors, administrators, successors and assigns, acknowledges and agrees it shall identify the location and install any outdoor air conditioning device(s) so as to 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."

Type D – Central Air Conditioning (Northern Facade, Northeastern Facade, Northwestern Facade, and Inner Facades [North Wing], as indicated on the Noise Plan – Drawing No. 126884-N1)

"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."

21. 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 (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.

22. Record of Site Condition

Prior to the issuance of any building permit, 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. 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.

23. 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.”

24. 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.

25. 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.

26. 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 Design Brief, 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.

27. 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.

28. Private Storm Sewer Connection to City Sewer System

The Owner acknowledges and agrees that any new storm sewers to be installed as part of this development shall not be connected to the City's existing storm sewer system until such time as either:

- (a) a certificate of conformance and As-built Drawings have been received from a Professional Engineer, licensed in the Province of Ontario, certifying that all required inlet control devices have been properly installed to City Standards or Specifications, and that the storm sewer system has been installed in accordance with the approved engineering drawings for site development and City Sewer Design Guidelines. The inlet control devices shall be free of any debris; or
- (b) a flow limiting orifice plate, designed by a Professional Engineer licensed in the Province of Ontario and to the satisfaction of the City, has been installed at the storm water outlet prior to connecting any upstream storm sewers. Such orifice plate shall not be removed until subsection (a) above has been satisfied and approved by the General Manager, Planning, Development and Building Services.

29. 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.

30. Site Lighting Certificate

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

31. Exterior Elevations Drawings

The Owner acknowledges and agrees to construct the proposed building in accordance with the approved Elevations A301-A304, referenced in Schedule "E" herein. The Owner further acknowledges and agrees that any subsequent proposed changes to the approved plans shall be filed with the General Manager, Planning, Development and Building Services 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.

32. 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.

33. Cash-In-Lieu of Conveyance of Parkland

Prior to registration of this Agreement, the Owner acknowledges and agrees to pay cash-in-lieu of conveyance of parkland 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 10 funds. The Owner shall also pay the parkland appraisal fee of \$820.00 plus H.S.T. of \$106.60, as referenced in Schedule "B" herein.

34. Community Benefits Charge

If a building permit, including a conditional or partial permit, is not issued by August 31, 2027, the Owner acknowledges that the development is subject to payment of a Community Benefits Charge payable at the time of building permit issuance, calculated in accordance with the Community Benefits Charge By-law 2022-307 (as amended from time to time) and the *Planning Act*.

For the purposes of calculating the charge payable, the City will provide a property valuation which has an effective date of the date of the site plan approval. An estimate of the Community Benefits Charge will further be provided based on that valuation and the currently proposed area subject to development or redevelopment. The Owner acknowledges that the City will collect this amount at the time of building permit issuance, provided (a) the first building permit is issued within twenty-four months of the date of the present site plan approval and (b) the land area subject to development or redevelopment has not changed.

35. 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 Hunt Club Road frontage of the lands, measuring 22.5 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.

36. 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.

37. Ottawa Macdonald-Cartier International Airport – Zoning Regulations

The Owner acknowledges and agrees that the Ottawa Macdonald-Cartier International Airport Zoning Regulations (AZR) apply to temporary construction equipment, such as cranes. The Owner further acknowledges and agrees that if a crane is intended for use on the site, the Owner will notify Transport Canada in Toronto a minimum of ninety (90) days in advance to determine if it will cause a safety hazard to pilots maneuvering in the area.

38. Stormwater Management Area-Specific Development Charges - New Non-Residential

The Owner acknowledges that this Site Plan approval is for the development of 119651 square feet of non-residential gross floor area and such development is subject to the Inner Greenbelt Ponds Area-Specific Development Charge for Stormwater Management Facilities, pursuant to the City's applicable Development Charges By-law. Upon execution of this Agreement, the Owner shall pay the Area-Specific Development Charge, as referenced in Schedule "B" herein and subject to indexing, for the above referenced gross floor area.

November 3, 2024



Date

Lily Xu
Manager, Development Review South,
Planning, Real Estate and Economic
Development Department

Enclosure: Site Plan Control Application approval – Supporting Information

SITE PLAN CONTROL APPROVAL APPLICATION SUPPORTING INFORMATION

File Number: D07-12-24-0068

SITE LOCATION

1452, 1460, 1470 Hunt Club Road and 1525, 1531, 1545 Sieveright Avenue and as shown on Document 1.

SYNOPSIS OF APPLICATION

The subject site measures approximately 4.9 acres and is bound by Hunt Club Road to the north and Sieveright Avenue to the south. The site contains several existing buildings and structures, including a commercial office, auto service garage, storage warehouse, and multi-tenant commercial building. Surrounding land uses include existing low-rise residential dwellings to the north, east and south of the site and commercial uses to the west.

As proposed, the development consist of a 5-storey, 11,116 square metre residential care facility with 176 units which is a permitted use under the General Mixed-Use Subzone 16 (GM16[2794]). The facility will be owned and operated by Larga Baffin Ltd, an organization that provides temporary accommodations for residents of the Baffin Island region seeking medical care in the City of Ottawa. The building will consist of four wings configured in the shape of an "X" and separated by two landscaped courtyards, one facing Hunt Club Road and the smaller courtyard facing Sieveright Avenue. The building's wings include brick masonry on the ground floor and wood cladding on the remaining four storeys and the central block will feature cladding with vertical glass fins.

Vehicular access to the site will be provided from Hunt Club Road and will lead to a dedicated drop-off area, 13 at-grade parking spaces, and an underground parking garage with 81 parking spaces, which exceeds the Zoning By-law minimum requirement of 44 parking spaces. The second access on Siveright Avenue will be gate- controlled and limited to outbound traffic. Pedestrian walkways will provide a direct connection between the building entrances and the existing sidewalk on Hunt Club Road. An additional meandering walkway will connect the east end of the building and will continue south to Sieveright Avenue. A new sidewalk will also be constructed on Sieveright Avenue within the public right-of-way. As noted with Condition 15, the applicant is also responsible for constructing curb depressions and tactile indicators at the Sieveright Avenue and Apple Hill Drive intersection.

The applicant is not currently proposing to redevelop the south portion of the site along Sieveright Avenue. This area, zoned Residential Fourth Density Subzone T (R4T[2795]),

will remain vacant until the applicant finalizes plans for a future phase of development, which will also be subject to site plan control approval.

During the review of the application, staff identified that an updated servicing plan is required to revise the water valve connections and to confirm the top of pipe elevations and clearances for the sanitary connection. Staff included Condition 12 requiring updated civil drawings to address the above requirements. Should the changes to the civil drawings necessitate changes to the other plans, Condition 11 requires the applicant to provide revised plans for approval prior to the registration of this agreement or the issuance of a Commence Work Notification.

Further, staff requested that the applicant plant additional trees in the Hunt Club Road right-of-way and adjust the planting to ensure that the access to the fire hydrant is unobstructed. Staff included Condition 13 requiring a revised landscape plan to address these comments and to confirm ownership information for the proposed vegetation. The approval of the revised landscape plan is required prior to the registration of the site plan agreement.

Related Applications

The following applications are related to this proposed development:

- Official Plan Amendment - D01-01-21-0022
- Zoning By-law Amendment - D02-02-21-0122

City Council approved the above applications on July 13, 2022. The approval was appealed to the Ontario Land Tribunal (OLT), where the tribunal dismissed the appeal of the Zoning By-law. At the time of the OLT hearing, the Official Plan Amendment was no longer required to facilitate the proposed development as the City's new Official Plan was adopted and in full force and effect.

DECISION AND RATIONALE

This application is approved for the following reasons:

- The application is consistent with the Provincial Planning Statement as it facilitates the efficient use of urban, serviced land.
- The application conforms with the Official Plan. The Official Plan designates the site Neighbourhood in the Outer Urban Transect, which permits large-scale institutions and facilities.
- A portion of the is also subject to Area Specific Policy 38. This policy replaced the former South Keys to Blossom Park, Bank Street Secondary Plan and requires the preparation of a Future Land Use Study. As part of the Zoning By-law Amendment application (D02-02-21-0122), the applicant prepared a future land use study that included an evaluation of the five components outlined in the policy: building heights; land uses; façade treatment; parkland dedication; and transportation impacts.

- The application complies with the Zoning By-law as amended through Zoning By-law No. 2022-233.
- As noted above, staff included special conditions of approval to address outstanding engineering and planning comments that were not resolved during the review period. Conditions 12 & 13 need to be satisfied prior to the registration of the site plan agreement or the issuance of a commence work notification.

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 Jessica Bradley was 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.

Summary of public comments and responses:

Four comments were received in support of the application.

Concerns were raised that the building height was reduced from six to five-storeys. After the Zoning By-law Amendment application in 2022, Larga Baffin Inc. analysed the occupancy patterns of other facilities and determined that the room types could be redistributed. As a result, the 6th storey was removed while providing the same number of beds and capacity for residents.

Concerns were raised on the traffic impacts from the proposed development and the impacts on the Sieveright and Bank Street intersection. The Transportation Impact Assessment submitted with the site plan control application confirmed that the site generated traffic will not have a significant impact on traffic operations at any of the study intersections. The analysis also indicated that traffic control signal warrants will not be met at the Bank and Sieveright intersection. At this intersection, the proposed development increased vehicular delay of less than 2 seconds and will contribute one to four vehicles to the intersection's critical left-turn movement during the weekday peak hours.

Concerns were also raised on the lack of lighting within the amenity area on the east side of the building. Larga Baffin Inc. intends to add additional fencing and lighting in the amenity area as well as a small accessory shed due to operational needs. These changes will be reflected in the updated Landscape Plan and may necessitate a revision

application.

APPLICATION PROCESS TIMELINE STATUS

This Site Plan application was processed by the On Time Decision Date.

Contact: Siobhan Kelly Tel: 613-580-2424, ext. 27337 or e-mail:
siobhan.kelly@ottawa.ca

Document 1 – Location Map

