

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

Site Location: 1950 Scott Street, 312 and 314 Clifton Road
Ward 15

File No.: D07-12-24-0072

Date of Application: March 7, 2025

This SITE PLAN CONTROL application submitted by Morley Ltd.- Ken Hoppner, on behalf of Granite Private Equity Limited Partnership, is APPROVED upon resolution of the conditions stated in this report

And the following plans are approved:

1. **Site Plan**, A1.01, prepared by Hobin Architecture, dated 07/31/2024, revision B dated 250417
2. **Elevations-SPA**, SPA-A3.00, prepared by Hobin Architecture, dated 250325, revision B dated 250417
3. **Elevations-SPA**, SPA-A3.01, prepared by Hobin Architecture, dated 250325, revision B dated 250417
4. **Elevations-SPA**, SPA-A3.02, prepared by Hobin Architecture, dated 250325, revision B dated 250417
5. **Elevations-SPA**, SPA-A3.03, prepared by Hobin Architecture, dated 250325, revision B dated 250417
6. **Landscape Plan / TCR**, L1, prepared by GJA Inc., dated 2024 06 00, revision 6 dated 2025 04 17
7. **General Plan of Services**, 121301-GP, prepared by Novatech, dated JUL 31/24, revision 5 dated APR 17/25
8. **Grading and Erosion and Sediment Control Plan**, 121301-GR, prepared by Novatech, dated JUL 31/24, revision 7 dated APR 17/25
9. **Stormwater Management Plan**, 121301-SWM, prepared by Novatech, dated JUL 31/24, revision 5 dated APR 17/25

And as detailed in the following report(s):

1. **Phase I ESA**, prepared by Paterson Group, dated September 17, 2020
2. **Phase I – ESA Update**, prepared by Paterson Group, dated October 10, 2024
3. **Phase II - ESA**, prepared by Paterson Group, September 28, 2020

4. **Phase I & II ESA Letter of Reliance**, prepared by Paterson Group, dated July 11, 2024
5. **Geotechnical Investigation Report**, prepared by Paterson Group, dated November 26, 2024
6. **Reliance Letter, Geotechnical Investigation**, PG4394-1, prepared by Paterson Group, dated July 23, 2024
7. **Foundation Drainage Flow Rate Memo**, prepared by Paterson Group, PG4394-MEMO.02, dated December 5, 2024
8. **Development Servicing Study & SWM Report**, prepared by Novatech, dated July 31, 2024, revised April 17, 2025
9. **Building Parameters Memo – Fire Suppression / Material Combustibility**, prepared by Hobin Architecture Inc., dated July 31, 2023
10. **Environmental Noise & Vibration Feasibility Assessment**, prepared by Gradient Wind, dated May 1, 2018
11. **Environmental Noise & Vibration Feasibility Assessment Addendum Letter**, prepared by Gradient Wind, dated September 17, 2024
12. **Pedestrian Level Wind Study**, prepared by Gradient Wind, dated May 1, 2018
13. **Pedestrian Level Wind Study Memos**, prepared by Gradient Wind, dated July 25, 2024 & January 10, 2025
14. **Transportation Impact Assessment**, prepared by Novatech, dated December 12, 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 and/or Letter of Undertaking, 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).

11. **Demolition Permit**

The Owner acknowledges and agrees to obtain a Demolition Permit for the dwelling/building currently located on the property, and to remove said dwelling/building. A Demolition Permit shall not be issued prior to the payment of any applicable fees and securities, and any other requirements specified below to the satisfaction of the General Manager, Planning, Development and Building Services.

The Owner acknowledges and agrees that, in the event that there is a dwelling/building on the site that is being removed and if a building permit is not issued by **April 2026**, landscaping shall be implemented across the entire

property. The landscaping includes, but is not limited to, the removal of any asphalt, gravel, etc. (including access driveways), the installation of soft landscaping and/or other plant materials, as well as the installation of a fence along the perimeter of the property. These works shall be implemented to the satisfaction of the General Manager, Planning, Development and Building Services.

Special Conditions

12. Exterior Elevations Drawings

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

13. 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.

AND

The Owner acknowledges and agrees that garbage, recycling, and organic waste collection will not be provided by the City as it pertains to the any commercial uses, 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.

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, Development and Building Services Department, 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 Department, that such personnel are

not on-site or are incompetent in the performance of their duties, or that the said Works are not being carried out in accordance with the approved plans or specifications and in accordance with good engineering practice, then the General Manager, Planning, Development and Building Services Department, 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 Department.

15. **Permanent Encroachment Agreement**

The Owner acknowledges and agrees to enter into a permanent Encroachment Agreement to permit the encroachment of the planting beds as shown on **Landscape Plan / TCR**, DwgL1, prepared by GJA Inc., dated June 2024, Rev 5, dated January 8, 2025, to be constructed within the City's Scott Street and Clifton Road right-of-ways. The Owner shall, at its expense, provide a reference plan for registration, indicating the approved encroachments, and the Owner shall submit the draft reference plan to the City's Surveyor for review and approval prior to its deposit in the Land Registry Office. The Owner further acknowledges and agrees that the cost of preparation and registration of the Encroachment Agreement will be borne by the Owner.

16. **Letter of Tolerance – Right-of-Way**

The Owner shall, within two (2) weeks of Site Plan Control Approval, file with the General Manager, Planning, Development and Building Services a copy of the letter of tolerance issued by the Right-of-Way Unit for the encroachment of the Planting Beds and Plantings to be constructed within the City's Scott Street and Clifton Road rights-of-way, as shown on the approved Landscape / TCR Plan, referenced in Schedule "E" herein.

17. **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 Scott Street and Clifton Road rights-of-way, as shown on the approved **Landscape Plan / TCR**, DwgL1, prepared by GJA Inc., dated June 2024, Rev 5, dated January 8, 2025, referenced in Schedule "E" herein, including all plant and landscaping material (except municipal trees), Planting Beds, Plantings and Concrete Pavers. The Maintenance and Liability Agreement shall be registered on title, at the Owner's expense, immediately after the registration of this Agreement. The Owner shall assume all maintenance and replacement responsibilities in perpetuity.

18. **Notice on Title – On-site Parking**

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 the unit being sold/rented may not be provided with any on-site parking. Should the purchaser/lessee have a vehicle for which they wish to have parking, alternative and lawful arrangements may need to be made to address their parking needs at an alternate location and that such arrangements are solely the responsibility of the person seeking parking. The purchaser/lessee acknowledges that the availability and regulations governing on-street parking vary; that access to on-site street parking, including through residential on-street parking permits issued by the City of Ottawa, cannot be guaranteed now or in the future; and that the purchaser/lessee intending to rely on on-street parking for their vehicle or vehicles does so at their own risk.”

“The purchaser/lessee covenants with the vendor/lessor that the above 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. **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 Scott Street, fronting the subject lands, as shown on the approved Grading, Erosion & Sediment Control Plan, 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.

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

“The purchaser/lessee for themselves, their heirs, executors, administrators, successors and assigns, acknowledges being advised that noise levels due to increasing roadway / rail 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.”

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 Report**, prepared by Paterson Group, dated November 26, 2024 (the “Report”) and subsequent Memos/Updates/Letters, 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. **Geotechnical – Encroachments**

The Owner acknowledges and agrees that the **Geotechnical Investigation Report**, prepared by Paterson Group, dated November 26, 2024 (the “Report”) and subsequent Memos/Updates/Letters has recommended a method of shoring that may encroach onto the adjacent property or onto the City’s Scott Street and Clifton Road right-of-ways. 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.

23. **Retaining Wall**

The Owner agrees to submit to the General Manager, Planning, Development and Building Services, prior to issuance of a building permit, details of the retaining walls which are greater than one metre in height, as shown on the approved referenced in Schedule "E" hereto, which shall be designed and prepared by a Professional Structural Engineer, licensed in the Province of Ontario, to the satisfaction of the General Manager, Planning, Development and Building Services. The Owner shall provide confirmation to the General Manager, Planning, Development and Building Services that the Professional Structural Engineer has inspected and confirmed that the retaining walls have been constructed in accordance with the approved retaining wall details.

24. **Retaining Wall – Stability**

The Owner acknowledges and agrees to install the proposed retaining walls in accordance with the approved Retaining Wall Design for along the South and West property lines at 1950 Scott Street, and as shown on the approved **Grading, Erosion & Sediment Control Plan**, Dwg 121301-GR, prepared by Novatech, dated July 31, 24, Rev 6, dated March 20, 2025 and **Landscape Plan / TCR**, DwgL1, prepared by GJA Inc., dated June 2024, revision 6 dated 2025 04 17, both referenced in Schedule "E" hereto. The Owner shall provide written confirmation, satisfactory to the General Manager, Planning, Development and Building Services, that a Geotechnical Engineer/Professional Structural Engineer, licensed in the Province of Ontario, has inspected and confirmed that the retaining walls have been constructed in accordance with the said approved Retaining Wall Design for South and West property lines at 1950 Scott St. The Owner further acknowledges and agrees to provide an Internal Compound Stability (ICS) analysis from a Geotechnical Engineer / Professional Structural Engineer, licensed in the Province of Ontario, that all retaining walls, which are greater than one metre in height have been checked for global stability, have a factor of safety of at least 1.5 for static conditions (as calculated through SLIDE) and 1.1 for seismic conditions is achieved, which shall be to the satisfaction of the General Manager, Planning, Development and Building Services. The report shall provide structural details of the retaining wall(s).

The Owner further acknowledges and agrees to retain the services of a Professional Structural Engineer and a Soils Engineer, licensed in the Province of Ontario, to inspect any retaining walls on the subject lands and confirm that the retaining walls have been constructed in accordance with the approved retaining wall details.

25. **High Pressure Transmission Main**

Prior to any Works being commenced on site and in order to ensure the integrity of the high-pressure transmission main located along the north boundary of the site that carries a significant portion of the entire water supply for the City of Ottawa, the Owner acknowledges and agrees to:

- (a) to develop a site-specific Settlement and Vibration Monitoring Program (the "Program"), which said Program will be stamped by a Professional Engineer, licensed in the Province of Ontario and submitted to the General Manager, Planning, Development & Building Services Department for review and approval prior to the inclusion of the Plan in the contract documents.
- (b) that should monitor levels of vibration and underground soil movement exceed the maximum limits outlined in the Program, the Owner agrees to cease all construction activities immediately and implement, at its sole expense, the necessary correction measures. The Owner further agrees to report to the City immediately and resubmit a revised work plan to the satisfaction of the General Manager, Planning, Development and Building Services Department.
- (c) that in the event that the levels of vibration momentarily exceed the maximum limits outlined in the Program, and if the Owner's on-site consultant is of the professional opinion that no danger exists, the Owner may continue to proceed with the work by a different means, consistent with the Program, which does not further cause the levels of vibration/settlement to exceed the maximum limits outlined in the Program. Prior to proceeding with the Work, the level of exceedance of vibration and/or settlement shall be reported to the Construction Services Branch of the City.
- (d) that in the event emergency repairs of the transmission main are required, the Owner shall reimburse the City for the cost of such repairs to the satisfaction of the General Manager, Planning, Development and Building Services Department.
- (e) that the City reserves the right to issue a stop work order for the construction in the event of any incident which would adversely affect the City's requirement to provide safe drinking water. This may include but is not limited to, a leak or failure of the high-pressure transmission main and/or a failure at one of the water purification plants. Where the stop work order is for a period of 24 hours or less, the City is not responsible for any delay claim billed by the Owner. No inference of liability is to be taken from these conditions for any period longer than 24 hours.
- (f) to prepare a contingency plan for the construction work related to the servicing. The contingency plan will document who will be monitoring on-site instrumentation during the servicing work
- (g) that the Owner or its Contractor shall provide the City, prior to the execution of this Agreement, and shall keep in force during the term of the construction Work with a certificate of liability insurance in the form acceptable to the City, evidencing its insurance coverage. Such policy shall name the City of Ottawa as an additional insured thereunder. The limits of the policy shall be in the amount of \$25,000,000 and shall be kept in full force and effect for the term of the construction work.

26. **Stationary Noise Study**

The Owner covenants and agrees that is shall retain the services of an professional engineer licensed in the Province of Ontario to provide a Stationary Noise Study (the "Report") for review to Development Review, prior to issuance of a building permit, further to City comments and requirements. The Owner further acknowledge and agrees that is shall provide the General Manager, Planning, Development & Building Services Department (PDBSD) with confirmation issued by the professional engineer that the Owner has complied with all recommendations and provisions of the Report, prior to building occupancy, which confirmation shall be to the satisfaction of the General Manager, Planning Development & Building Services Department.

27. **Internal Building Cisterns**

The owner acknowledges and agrees to install and maintain in good working order the required stormwater management cistern, including any associated pumps, flow control devices, outlets, backup power and other appurtenances, as recommended in the approved Servicing and Stormwater Management Report, referenced in Schedule "E" herein. The Owner further acknowledges and agrees it shall assume all maintenance and replacement responsibilities in perpetuity. The Owner shall keep all records of inspection and maintenance in perpetuity and shall provide said records to the City upon its request.

28. **Protection of City Sewers**

- (a) Prior to the issuance of a building permit, the Owner shall, at its expense:
 - (i) provide the General Manager, Planning, Development and Building Services with the engineering report from a Professional Engineer, licensed in the Province of Ontario, which report shall outline the impact of the proposed building's footing and foundation walls, on the City sewer system, that crosses the Scott Street and Clifton Road frontages (the "City Sewer System") and the impact of the existing City Sewer System on the building's footing and foundation walls;
 - (ii) obtain a legal survey acceptable to the General Manager, Planning, Development and Building Services and the City's Surveyor, showing the existing City Sewer System within Scott Street and Clifton Road right-of-ways and the location of the proposed building and its footings in relation to the City Sewer System;
 - (iii) obtain a video inspection of the City Sewer System within frontages Scott Street and Clifton Road 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 frontages of Scott Street and Clifton Road 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 frontage area of Scott Street and Clifton Road and compensate the City for the full amount of any required repairs to the City Sewer System.

29. **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.

30. **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.

31. **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 **Development Servicing Study & SWM Report**, prepared by Novatech, dated March 20, 2025, 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.

32. **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.

33. **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.

34. **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.

35. **Corner Site Triangle**

Prior to registration of this Agreement, the Owner agrees to transfer an additional unencumbered corner sight triangle to the City at no cost. The specified dimensions are 3.0 metres along Clifton Road and 9.0 metres along Scott Street. This is in addition to a 5.0 metres x 5.0 metres sight triangle that has already been conveyed, as referenced in Schedule "E" herein. The exact location and area of the corner sight triangle must be determined by legal survey. The Owner shall provide a

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

36. **Transportation Impact Assessment**

The Owner has undertaken a Transportation Impact Assessment for this site, which Transportation Impact Assessment is 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 Development.

37. **Permanent Features**

The Owner acknowledges and agrees that no permanent features shall be permitted above and below grade within the City's widened right-of-way or corner sight triangle, including commercial signage, except as otherwise shown on the approved Site Plan referenced in Schedule E" herein.

38. **Private Approach Detail**

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

39. **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

40. **Reinstatement of City Signage**

The Owner shall, prior to the execution of the Site Plan Agreement, provide the General Manager of the Planning, Development, and Building Services Department with a detailed drawing identifying the type, location, and condition of existing signage, pay & display machines, speed display boards, parking requirements, supporting concrete pads, loading zones, and roadway pavement markings located within the City's right-of-way along the site frontage and/or any approved staging area.

The Owner shall be solely responsible, at its own expense, for the reinstatement of any City-owned property, including but not limited to signage, pay & display machines, speed display boards, and other related infrastructure, which are damaged, displaced, or removed as a result of the development activities. Such reinstatement shall be to the satisfaction of the City and in accordance with the approved plan.

41. **O-Train Trillium/Confederation Line Corridor Crane Swing Agreement and Precautions**

- (a) Prior to the issuance of any Building Permits beyond excavation and shoring, the Owner(s) shall enter into a Crane Swing Agreement with the City to the satisfaction of the Program Manager, Rail Contracts, operating as O-Train Trillium Line, in consultation with the General Manager, Planning, Real Estate and Economic Development.
- (b) The Owner shall be responsible for all costs of preparation and registration of the required Crane Swing Agreement including the costs of the City-appointed third-party engineer to review of plans together all costs associated with the City's Stage 2 Contractor's review as well. Prior to execution of the said Crane Swing Agreement by the City, the Owner shall provide to the Program Manager, Rail Contracts, operating as the O-Train Trillium Line, plans, stamped by an Ontario Professional Structural Engineer, identifying the location and description of the type of crane(s) that will be on site (including any existing cranes on the property) to determine if the mast or the arms of the crane would be entering the air rights of the rail corridor in proximity to 1950 Scott Street. No crane(s) is to be assembled on site until the specifications of the crane(s) are provided to and approved by the Program Manager, Rail Contracts, operating as the O-Train Trillium Line and the Owner has executed the Crane Swing Agreement.
- (c) The Owner further acknowledges and agrees that if a crane does enter the aerial rights of the rail corridor (including the crane arm while swinging free) without a signed Crane Swing Agreement, such action will be in violation of the Railway Safety Act Section 26.1, and the Owner shall immediately cease use of the crane.
- (d) Despite a. above, no permit shall be issued for excavation and shoring if the Owner(s) has not demonstrated to the satisfaction of the Program Manager, Rail Contracts, operating as O-Train Confederation Line, in consultation with the General Manager, Planning, Infrastructure and Economic Development that:
 - (i) The arms of excavators are not able to reach over the O-Train Confederation Line corridor fence line when the arm is fully extended;
 - (ii) The arms of equipment for piling, including a mobile crane with belt treads that could be involved in the installing of pilings, shall not reach over the O-Train Confederation Line corridor fence line when

fully extended when undertaking any works, including installing and removing the pilings, and when the pilings are being moved.

- (e) The Owner(s) acknowledges that should there be any deviation from conditions a) through d) above, that the contractor will be given notice that they are to relocate their equipment, or otherwise remedy the problem immediately, and this could result in the O-Train Trillium Line ceasing activity or the City's Stage 2 Contractor ceasing construction adjacent to the railway corridor until it is verified how the contractor can work without affecting the safety of the O-Train Trillium Line corridor.

42. **O-Train Confederation Line Lands Access**

The Owner shall contact the Program Manager, Rail Contracts, operating as O-Train Confederation Line, before it or any of its representatives enter onto the O-Train lands in proximity to 1950 Scott Street, to obtain permission to enter onto the O-Train Confederation Line lands, and the Owner(s) acknowledges and agrees to make arrangements for any required safety precautions (such as the provision of a flag-person at the Owner's cost).

43. **Additional Plans and Reports**

The Owner acknowledges and agrees that the following documents must be provided for review and approval thirty (30) days prior to the commencing of any site works and/or building permits being issued, including conditional permits, to the satisfaction of the General Manager, Transit Services Department or their designate:

- (a) Dewatering and Discharge plans
- (b) Blast Assessment Report (BAR) if blasting is proposed
- (c) Field monitoring and action plans

The Owner acknowledges and agrees it shall pay all costs associated with the City's review of the plans and/or reports listed above.

44. **Parkland Dedication**

- a) The Owner acknowledges and agrees that the conveyance requirement to the City is 175.96 square metres.
- b) The Owner covenants and agrees that the conveyance requirement has been calculated at the rate set out below in accordance with the Parkland Dedication By-law, being By-law No. 2022-280, as amended:
 - (i) For cash-in-lieu of conveyance of parkland (residential > 18 units/net ha):
 - i. one hectare per 1,000 net residential units but shall not exceed a maximum of 10% of the gross land area where less than or equal to five hectares.
 - (ii) Where land is developed for a mix of uses within a building, the conveyance requirement shall be the cumulative sum for each use, as

calculated using the applicable rate prorated proportionally to the gross floor area allocated to each use;

CILP CALCULATION TABLE:			
Input Site and Proposal Details			
Gross Land Area (GLA)		2172.94	sq m
	Existing	Proposed	
Dwelling units		241	
Net increase in dwelling units		241	
Total Gross Floor Area (GFA)		17767.0	sq m
Residential GFA		14358.0	sq m
Commercial GFA		148.0	sq m
Other Uses GFA			
CILP Conveyance Requirement			
Conveyance Type	Rate	Proportion of GFA for use	Applicable Conveyance
CILP/Res	1:1000	80.81%	175.60
CILP/Com	2% of the GLA	0.83%	0.36
Conveyance Requirement			175.96 sq m

45. **Cash-In-Lieu of Conveyance of Parkland**

Prior to registration of the Site Plan Agreement, the Owner acknowledges and agrees to pay cash-in-lieu of conveyance of parkland as referenced in Schedule "B" of the Site Plan Agreement. 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 (Account 830015), and 60% shall be directed to Ward 15 funds (Account 830304). The Owner shall also pay the parkland appraisal fee of \$850.00 plus H.S.T. of \$110.50, as referenced in Schedule "B" of the Site Plan Agreement.

46. **Monetary Contributions Pursuant to Section 37 Agreement (as approved under Zoning By-law Amendment D02-02-24-0054)**

Prior to issuance of any building permit, the owner acknowledges and agrees to pay the community benefit monies in the amount of \$450,000.00 (indexed) to be put into the Ward 15 ward-specific affordable housing fund.

May 8, 2025

Date

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

SITE PLAN CONTROL APPROVAL APPLICATION SUPPORTING INFORMATION

File Number: D07-12-24-0072

SITE LOCATION

1950 Scott Street, 312 & 314 Clifton Road, and as shown on Document 1.

SYNOPSIS OF APPLICATION

The site is located at the south-west corner of the Scott Street and Clifton Road intersection, within the community of Westboro. The rectangular shaped lands have approximately 39 metres of frontage along Scott Street and approximately 49 metres of frontage along Clifton Road, with a total area of approximately 2,176 square metres. The site represents a land assembly consisting of 1950 Scott Street, 312 and 314 Clifton Road, and includes a vacant 1.5 storey building that was previously used by the International Buddhist Progress Society of Ottawa, a vacant three-storey detached dwelling, and a vacant two-storey detached dwelling.

The Scott Street context includes a mix of uses mostly consisting of residential and commercial uses. A 24-storey mixed-use building was recently developed nearby on the adjacent property at 1960 Scott Street and other higher density uses are proposed/approved further west along the Scott Street corridor. Properties located further east along Scott Street generally represent a lower density built form. To the south of the property is located a stable low-rise neighbourhood, and to the north of the property, across Scott Street, is located a multi-use pathway, the Transitway trench, and low-rise residential uses further north.

The proposal consists of a 22-storey mixed-use building with 242 dwelling units and 147 square metres of commercial space. The existing structures are proposed to be demolished to accommodate the new building. 64 studio units, 119 two bedroom + one den units, and 59 two bedroom + two den units. A ramp from Clifton Road provides access to the underground parking garage with a total of 89 vehicular parking spaces. A drop-off, move-in, and loading area is proposed along Clifton Road to the south of the building. A total of 242 bicycle parking spaces are proposed, including 4 bicycle spaces to serve the commercial uses at-grade. A total of 1,738 square metres of amenity space is proposed, consisting of private balconies and 798 square metres of communal amenity areas.

The podium portion features a white aluminum frame contrasted by red aluminum panels and tinted red balcony guards within. The aluminum frame extends south, providing a framed façade along both street edges. The tower portion is primarily clad in contrasting aluminum panel and window wall. The aluminum panels, angled slightly, allow a sliver of red to appear from select angles. Similar design choices are expressed in the rear yard façades.

In 2019, a Zoning By-law Amendment (D02-02-18-0094) was approved by Council for the construction of a 20-storey (68.5 metres) high-rise building. The current owner has since acquired the property and is seeking to proceed with the high-rise mixed-use building described in this report. In March 2025 Council approved a new Zoning By-law Amendment (D02-02-24-0054) which had the effect of allowing various site-specific zoning reliefs required to facilitate this current proposal. These reliefs included:

- Removal of the existing holding provisions pertaining to the execution of the Section 37 Agreement.
- An amended Schedule 400 to revise the setbacks and stepbacks to reflect the proposed built form, which includes a six-storey podium along Scott Street, a four-storey podium along Clifton Road, and a 22-storey tower on the subject lands

Section 37

At the time of approval of the original Zoning By-law Amendment application in 2019, Section 37 of the Planning Act permitted the City to authorize increases in the height and density of a development above the levels otherwise permitted by the Zoning By-law in return for the provision of community benefits. The following Section 37 benefits, providing a total monetary contribution of \$1,550,000, were approved by Council and included in Part 19 of the Zoning By-law:

- \$775,000 in a Ward 15 specific fund for affordable housing. The use of funds within this Ward 15 fund is under the discretion of the General Manager of Community and Social Services.
- \$325,000 in a Ward 15 specific fund for improvements to road safety in surrounding areas.
- \$200,000 in a Ward 15 specific fund for improvements to cycling infrastructure in the surrounding area.
- \$250,000 in a Ward 15 specific fund for improvements to parks and recreation in the surrounding area.

Although Section 37 was repealed and replaced with a Community Benefits Charge (CBC) system in September 2022, therefore subjecting the current proposal to the CBC By-law, Staff's recommendation related to Zoning By-law Amendment D02-02-24-0054 instead included revised Section 37 contributions. As the Section 37 Agreement required under Part 19 of the Zoning By-law for 1950 Scott Street has not been executed or registered to date, it remains a requirement for redevelopment of the property.

As the proposal has substantially changed since the approval of the original Zoning By-law Amendment and new community priorities have been identified, staff and the applicant have negotiated a revision to the required community benefits under Part 19. Approval and direction from Council is required in order to direct staff to enter into a revised Section 37 Agreement. The revised details of Section 37 are proposed to include the following:

- An indexed contribution of \$450,000.00 toward a Ward 15 Specific account for local area affordable housing initiatives.

- A non-monetary public benefit to be provided as a contribution requiring the design and construction of a refrigerated ice-skating rink and utility building at Lion's Park, generally in accordance with the concept plan shown in Document 6.
 - In the event that the aforementioned refrigerated ice-skating rink and utility building is unable to be provided by the Owner of the development lands by the prescribed date, an indexed monetary contribution of \$1,100,000.00 towards the rink/building will apply.

Residential Units and Types

Dwelling Type	Number of Units
Apartment	242

Related Applications

The following applications are related to this proposed development:

- Zoning By-law Amendment – D02-02-24-0054

DECISION AND RATIONALE

This application is approved for the following reasons:

- The subject site is located within the Inner Urban Transect Policy Area on Schedule A of the Official Plan and is designated Mainstreet Corridor on Schedule B2. The Inner Urban Transect is generally planned for mid- to high-density development. Policies speak to maintaining and enhancing an urban pattern of built form, prioritizing walking and cycling, and providing direction to hubs, corridors and neighbourhoods, all while providing high quality architectural design.
- The subject site is located within the Richmond Road / Westboro Secondary Plan's Scott Street / Westboro O-Train Station area under Schedule A. This sector encourages the development of transit-supportive uses in a higher and more compact form. This secondary plan further supports high-rise development on larger lots where compatibility and transition can be achieved to adjacent low-rise neighbourhoods.
- The proposal complies with all zoning provisions of the TM(2581) S400 (Traditional Mainstreet, Exception 2581, Schedule 400), as amended through Zoning By-law Amendment application D02-02-24-0054.
- The proposal is consistent with the Urban Design Guidelines for Development along Traditional Mainstreets, Transit Oriented Development Guidelines, and the Urban Design Guidelines for High-rise Buildings.
- Section 37 contributions will be secured as reflected by Condition 47.
- The proposed high-rise mixed-use building is considered to represent good planning.

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.

URBAN DESIGN REVIEW PANEL

The Site Plan Control application was subject to the Urban Design Review Panel process. An informal pre-consultation meeting was held on October 4, 2024.

The panel's recommendations from the formal review meeting can be found under Document 2 of this report.

The Panel was successful in aiding in the implementation improvements upon the original proposal, and as a means of exploring additional opportunities in regards to the architectural language and landscape elements. These improvements include:

- The relocation of the main entrance to be more centrally located along the Scott Street façade.
- A refinement of the materiality choices along Clifton Road.
- An increased variation on vegetation and tree foliage to provide an alternate or additional source of colour throughout various seasons.

CONSULTATION DETAILS

Councillor's Comments

Councillor Jeff Leiper is aware of the application related to this report.

Public Comments

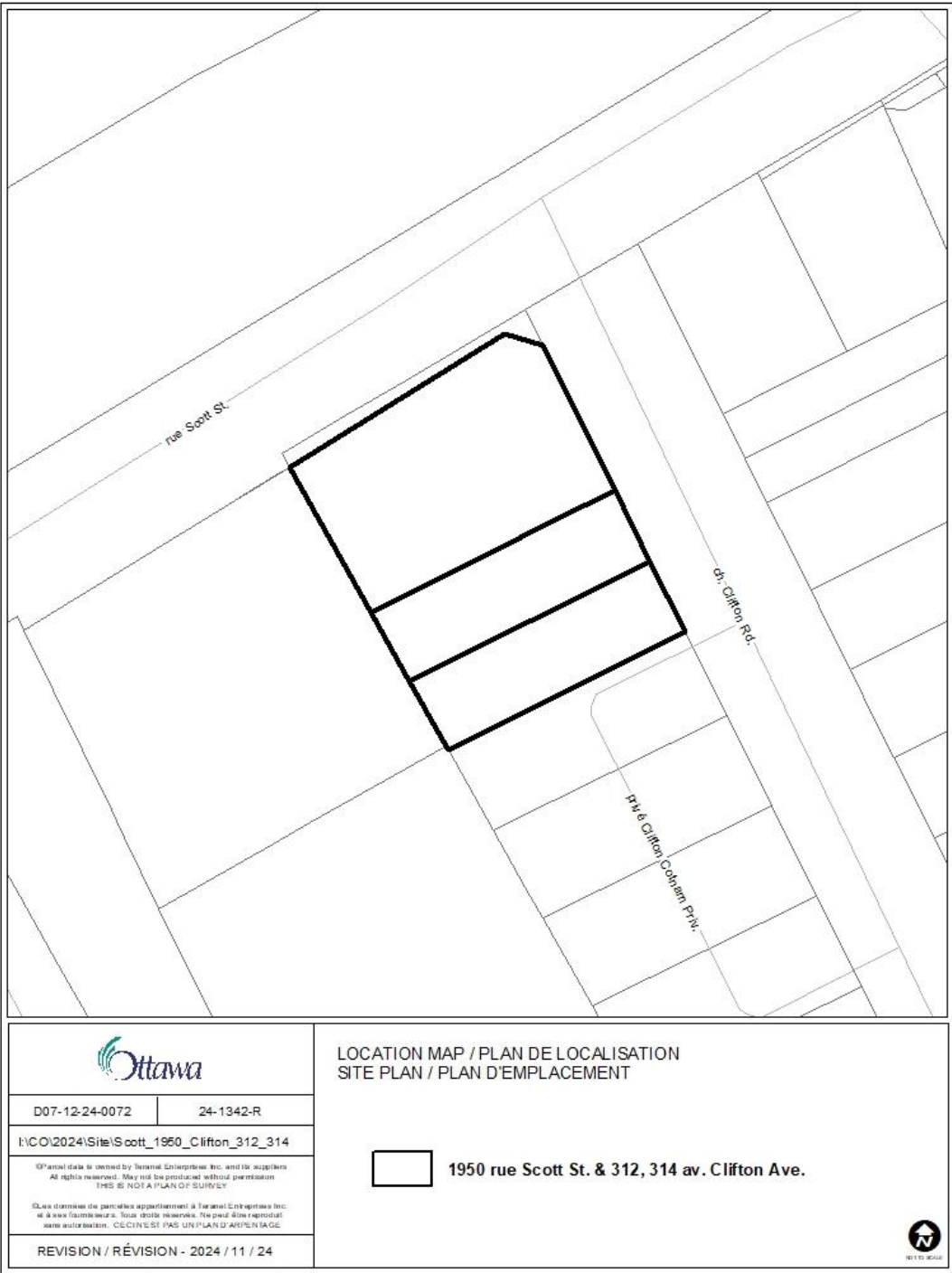
This application was subject to public circulation under the Public Notification and Consultation Policy. There were public comments received online and staff considered these comments.

APPLICATION PROCESS TIMELINE STATUS

This Site Plan application was not processed by the On Time Decision Date due to the complexities surrounding Section 37 contribution negotiations.

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

Document 1 – Location Map





1950 Scott Street | Informal Pre- consultation | Site-Plan Control Application | Hobin Architecture, Fotenn Planning + Design

Panel Members in Attendance: David Leinster | James Parakh | Nigel Tai | Philip Evans



Key Recommendations

- The Panel supports the overall massing and transition to the adjacent southerly neighbourhood. The transition between the 4-storey and 6-storey elements is well-executed, providing a smooth and sensitive integration with the surrounding context.
- The Panel recommends exploring the long-term vision for the public realm, with a strong emphasis on establishing a street tree canopy along Scott Street.
 - The Panel suggests ensuring a seamless connection with the adjacent building's public realm treatment by aligning street trees, street elements, and landscaping to create a cohesive streetscape along Scott Street.
- The Panel has concerns with the dark-coloured material along Clifton Street and recommends using a lighter material for this portion of the podium.
- The Panel suggests refining the red colour elements of the podium, subduing or eliminating the framing of the podium along Scott Street in order to have a better defined podium. The Panel also suggested as an alternate, to using colour as an accent to emphasize the corner entrance.

Site Design & Public Realm

- The Panel appreciates that a generous sidewalk area is proposed along Scott Street but has concerns with the public realm having limited opportunities for animation. The Panel suggests exploring ways to introduce more activity and liveliness into the public realm along Scott Street.
- The Panel suggests introducing colour through landscaping and vegetation as a more restrained way to add colour to the public realm.
- The Panel suggests ensuring that the podium aligns with the adjacent building in order to establish a street wall and ensure continuity along the streetscape.

Built Form & Architecture

- The Panel suggests simplifying the colour palette of the podium, particularly toning down the use of the red material along Scott Street. The Panel recommends the corner of the podium could receive the more exuberant colour treatment to create a focal point, while the Scott Street façade of the podium should feature a subtler use of colour in the design.
- The Panel appreciates the transition to the low-rise neighbourhood along Clifton Road. However, the dark cladding material seems to detract from the rest of the design, particularly in the podium. The Panel recommends a simplified and lighter material palette with subtle colour accents would improve and unify the podium design.
- The Panel has concerns with the lack of cohesion between some of the design elements, such as the various balcony typologies and the variety of materials selected. Better integration of these elements is recommended to further unify the design.
- The Panel suggests refining the architectural expression of the podium and tower in order to ensure they are working in a unified and cohesive manner.
 - Ensure the façades work in tandem with one another, especially at the podium level.
 - The Panel has concerns with the 'box-framed' design of the podium appearing heavy above the ground floor commercial space and suggests considering an alternative approach to avoid a heavy appearance.