



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

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Site Location: 112 Montreal Road

File No.: D07-12-22-0138

Date of Application: September 19, 2022

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This SITE PLAN CONTROL application submitted by Fotenn Consultants Inc., on behalf of 2705460 Ontario Inc., is APPROVED pursuant to conditions of the conditions stated in this report

And the following plans are approved:

1. **Site Plan – Phase 1 (SP-1)**, prepared by Roderick Lahey Architect, dated February 21, 2022, Revision 10, dated April 29, 2024;
2. **Site Plan – Overall (SP-2)**, prepared by Roderick Lahey Architect, dated February 21, 2022, Revision 9, dated April 29, 2024;
3. **Building Elevations (A-21)**, prepared by Roderick Lahey Architect, dated August 21, 2022, Revision 3, March 15, 2023;
4. **Enlarged Building Elevations (A-22)**, prepared by Roderick Lahey Architect, dated August 31, 2022, Revision 3, March 15, 2023;
5. **Enlarged Building Elevations (A-23)**, prepared by Roderick Lahey Architect, dated August 31, 2022, Revision 3, March 15, 2023;
6. **Landscape Plan and Tree Conservation Report (L1.01)**, prepared by Levstek Consultants, dated April 28, 2021, Revision 10, dated November 29, 2023;
7. **Notes and Details (C01)**, prepared by WSP, dated September 13, 2022, Revision 4, dated February 2, 2024;
8. **Grading Plan (C02)**, prepared by WSP, dated September 13, 2022, Revision 4, dated February 2, 2024;
9. **Servicing Plan (C03)**, prepared by WSP, dated September 13, 2022, Revision 4, dated February 2, 2024;
10. **Roof Drainage Plan (C04A)**, prepared by WSP, dated September 13, 2022, Revision 2, dated April 3, 2023;
11. **Storm Drainage Area Plan (C04)**, prepared by WSP, dated September 13, 2022, Revision 4, dated February 2, 2024;
12. **Erosion and Sediment Control Plan (C05)**, prepared by WSP, dated September 13, 2022, Revision 4, dated February 2, 2024;

And as detailed in the following report(s):

12. **Phase One Environmental Site Assessment** for 314 Gardner Street, prepared by EXP. Consulting Engineers, dated July 28, 2022
13. **Phase One Environmental Site Assessment** for 112 Montreal Road, prepared by EXP. Consulting Engineers, dated April 4, 2022;
14. **Phase Two Environmental Site Assessment** for 112 Montreal Road, prepared by EXP. Consulting Engineers, dated April 13, 2023;
15. **Geotechnical Investigation**, prepared by EXP. Consulting Engineers, dated April 12, 2023;
16. **Hydrogeological Investigation 112 Montreal Road**, prepared by EXP. Consulting Engineers, dated June 6, 2023;
17. **Flow Control Roof Drainage Declaration**, prepared by Jain Sustainability Consultants, dated June 15, 2023;
18. **Site Servicing Report**, prepared by WSP, dated June 14, 2023;
19. **Stormwater Management Report**, prepared by WSP, dated February 21, 2020, Revision 4, April 3, 2023
20. **Transportation Impact Assessment**, prepared by CGH, dated July 2023;
21. **Pedestrian Level Wind Study**, prepared by Gradient Wind, dated September 8, 2022;
22. **Environmental Noise Assessment**, prepared by Gradient Wind, dated September 9, 2022;
23. **Environmental Noise Addendum Letter**, prepared by Gradient Wind, dated March 27, 2023;
24. **Soil Management Plan**, prepared by EXP. Consulting Engineers, dated December 22, 2022;

And subject to the following Requirements, 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. Update to Plans and Reports**

The Owner acknowledges and agrees, prior to the preparation of the Site Plan Agreement or issuance of a Commence Work Notification or issuance of a conditional building permit, to update the list of required studies listed below to ensure the final versions are have a current validity for inclusion in the Site Plan Agreement, to the satisfaction of the General Manager, Planning, Development and Building Services Department. The Owner further acknowledges and agrees that the submission may necessitate changes to the plans and reports approved herein. If necessary, the Owner further acknowledges and agrees to provide all revised plans and reports to the General Manager, Planning, Development and

Building Services Department prior to preparation of the Site Plan Agreement or the issuance of a Commence Work Notification. The Owner agrees to submit revised phase one and two ESAs with a site remediation report appended as per the O. Reg. 153/04 requirement.

- i) **Phase One Environmental Site Assessment** for 314 Gardner Street, prepared by EXP. Consulting Engineers, dated July 28, 2022
- ii) **Phase One Environmental Site Assessment** for 112 Montreal Road, prepared by EXP. Consulting Engineers, dated April 4, 2022;
- iii) **Phase Two Environmental Site Assessment**, prepared by EXP. Consulting Engineers, dated April 13, 2023;

### 3. **Barrier Curbs**

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

### 4. **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.

### 5. **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.

### 6. **Construction Fencing**

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

### 7. **Construct Sidewalks**

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

8. **Extend Internal Walkway**

The Owner shall extend internal walkways beyond the limits of the subject lands to connect to existing or proposed public sidewalks, at the sole expense of the Owner, to the satisfaction of the General Manager, Planning, Development and Building Services.

9. **Completion of Works**

The Owner acknowledges and agrees that no new building will be occupied on the lands until all requirements with respect to completion of the Works as identified in this Agreement have been carried out and received Approval by the General Manager, Planning, 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.

10. **Development Charges**

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

**Special Conditions**

11. **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.

## 12. Phasing

The Owner acknowledges and agrees that the proposed development, including Building 'A' (Phase 1), Tower 'B1' (Phase 1), Tower 'B2' (Future Phase) and Tower 'B3' (Future Phase) will be constructed in Phases as shown on the approved **Site Plan Overall** (SP-2) referenced in Schedule "E" herein. The Owner acknowledges and agrees that this Site Plan Approval is related to Phase 1 lands, as shown on the approved **Site Plan Phase 1** (SP-1), referenced in Schedule "E" herein. The Owner acknowledges and agrees that "Site Plan Control (Revision – Complex)" application(s) will be required for any future phase(s), as shown on Site Plan Overall (SP-2) referenced in Schedule "E" herein, including payment of any applicable fees and securities, and any other requirements that the City may require, all to the satisfaction of the General Manager, Planning, Development and Building Services.

## 13. 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:

For **Tower B1** and **Building A**, a Type D Warning Clause will also be required on all Lease, Purchase and Sale Agreements, as summarized below:

### 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."

For traffic noise levels along the east façade of Building A and the north façade of Tower B1 are expected to have a similar loudness as the noise generated by the car wash. As such, the implementation of upgraded building components and central air conditioning for the proposed buildings will also bring interior noise levels, generated by the gas station car wash, to an appropriate level. This approach could

be considered should the implementation of silencers at the car wash is not feasible due to administrative or economic limitations.

It is advised that a Type E Warning Clause also be included on all Lease, Purchase and Sale Agreements, as summarized below:

#### Type E – Proximity to Adjacent Industry

“The purchaser/lessee for themselves, their heirs, executors, administrators, successors and assigns, acknowledges being advised that due to the proximity of the adjacent fuel station car wash, sound levels from the fuel station car wash may at times be audible.”

“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.”

#### 14. **Permanent Encroachment Agreement**

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

#### 15. **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 Rock Anchors and Shoring to be constructed within the City’s Montreal Road right-of-way, as shown on the approved **Geotechnical Investigation**, referenced in Schedule “E” herein.

#### 16. **Geotechnical Investigation**

The Owner acknowledges and agrees that it shall retain the services of a geotechnical engineer, licensed in the Province of Ontario, to ensure that the recommendations of the **Geotechnical Investigation**, prepared by EXP Services Inc., dated April 12, 2023 (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.

## 17. **Geotechnical - Encroachments**

The Owner acknowledges and agrees that the **Geotechnical Investigation**, prepared by EXP Services Inc., dated April 12, 2023, has recommended a method of shoring that may encroach onto the adjacent property or onto the City's Montreal Road right-of-way. The Owner acknowledges and agrees that it shall be required to obtain the approval of the adjacent property owner and/or receive municipal consent for any Works within the said Road, prior to the installation of any encroachments. The Owner acknowledges and agrees that for encroachments within the said Road, the Owner shall ensure that there will be no conflicts between the proposed shoring method and the municipal services or utilities in the said Road.

## 18. **Record of Site Condition**

Prior to 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 Development.

## 19. **Groundwater Management**

The Owner acknowledges and agrees to retain an environmental consultant to test groundwater to be removed from the site during and after redevelopment. If through further testing the groundwater samples are found to be contaminated, all contaminated groundwater must be removed, managed or treated in accordance with appropriate Ontario regulations and/or discharged in accordance with the City's Sewer Use By-law, being By-law No. 2025-94, as amended.

## 20. **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 Montreal Road, Palace Street and Gardner Street 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 Montreal Road, Palace Street and Gardner Street 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 Montreal Road, Palace Street and Gardner Street 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 Montreal Road, Palace Street and Gardner Street 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 Montreal Road, Palace Street and Gardner Street and compensate the City for the full amount of any required repairs to the City Sewer System.

## **21. 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.

## 22. **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.

## 23. **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 **Servicing Plan**, Dwg C03, Revision 4, dated February 2, 2024, **Site Servicing Report**, Revision 3, dated June 14, 2023, and **Stormwater Management Report**, Revision 2, dated April 3, 2023, all prepared by WSP Canada Inc., 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.

## 24. **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

## 25. **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.

**26. 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.

**27. Parkland Dedication**

- (a) The Owner acknowledges and agrees that conveyance requirement to the City is 1,216.55 square metres.
- (b) The Owner covenants and agrees that the conveyance requirement will be a combination of parkland and cash-in-lieu of parkland:
  - (i) conveyance of parkland: maximum of 5.64% of the gross land area prior to Site Plan Registration of Phase 2.
  - (ii) cash-in-lieu of conveyance of parkland: maximum of 4.36% of the gross land area collected via Phase 1.

**28. Combination of Conveyance of Parkland and Cash-in-Lieu of Conveyance of Parkland**

- (a) Prior to registration of any future amending Site Plan Agreement(s) for Future Phases, the Owner shall convey parkland to the City, at no cost to the City, being Parts *Insert Part(s) Number(s) on 4R-Insert Plan Number* (hereinafter referred to as "Park Land"), in accordance with the *Planning Act*, RSO 1990, c P.13 and the City's Parkland Dedication By-law, being By-law No. 2022-280, as amended.
- (b) It is expressly acknowledged and agreed by the Parties that the conveyance of the Park Land represents an under-dedication of parkland and that the

Owner shall provide cash-in-lieu of conveyance of parkland in addition to the Park Land to compensate for such under-dedication.

- (c) Prior to issuance of first occupancy permit, if building permit is obtained on or before April 7, 2027, otherwise at time of building permit, 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 12 funds (Account 830301).
- (d) Prior to issuance of building permit, the Owner shall pay the parkland appraisal fee of \$880.00 plus H.S.T. of \$114.40, as referenced in Schedule "B" herein.

All of the above shall be to the satisfaction of the General Manager, Recreation, Cultural and Facility Services.

## **29. Park Land Requirements**

- (a) The Owner shall be responsible for the construction and installation of the base park improvements for the Park Land (the 'Base Park Improvements') at their sole expense.
- (b) The Base Park Improvements will include the following:
  - (i) demolition, removal and disposal of all existing materials, structures and foundations;
  - (ii) grading (including cut and/or fill) where necessary to bring the Park Land to site plan grades and to provide positive surface drainage, in accordance with the approved Grading Plan;
  - (iii) topsoil supply and placement, minimum of 150 mm;
  - (iv) seed and/or sod #1 nursery grade or equivalent value;
  - (v) fencing to City standard;
  - (vi) street trees along all public road allowances, which abut future City owned parkland;
  - (vii) all necessary drainage systems including connections to municipal services as required; and
  - (viii) Unless otherwise specified, the Owner shall provide the following services and utilities to all Park Land:
    - i. A 300mm diameter storm sewer and Catch Basin/Manhole at 2m inside the park property line;
    - ii. A 50mm diameter water line complete with water vault chamber at 2m inside the park property line as per city standard details for unit price contracts. Costs for the water vault chamber and water meter, if ultimately required, shall be paid for by the City or be included as part of the maximum park construction budget for the park;
    - iii. 150mm diameter sanitary sewer and Manhole at 2m inside the park property line;

- iv. A 120/240 volt, 200 ampere single phase hydro service at 2m inside the park property line complete with electrical kiosk for park services as per city standard details for unit price contracts. The Owner is responsible for making all arrangements and coordinating the connection of the new hydro service, including costs and inspections, with the respective electrical agencies.
- v. Electrical and water connections (minimum 50mm) are to be connected directly to the street line, including back flow preventors, shutoff valves, water and hydro meters and chambers.

All work shall be completed in accordance with the approved Plans and Reports referenced in Schedule "E" herein and to the satisfaction of the General Manager, Planning, Real Estate and Economic Development and the General Manager, Recreation, Cultural and Facility Services.

- (c) The Owner acknowledges and agrees that no stormwater management facilities, overland flow routes, and/or encumbrances of any kind, such as, but not limited to, retaining walls, utility lines, agreements and/or easements of any kind shall be located on, under, or above dedicated Park Land, save and except any utilities lines required by the City, and shall be removed and/or released from the Park Land, prior to the conveyance of the said lands to the City. Any utilities presently located within the Park Land, must be relocated at the Owner's sole expense.
- (d) Notwithstanding the transfer of the Park Land, the Owner acknowledges and agrees that the Owner will retain all liability for the transferred Park Land, until Final Acceptance of the Base Park Improvements, and that said transfer will in no way exonerate the Owner from its responsibility pursuant to the terms of the Site Plan Agreement. The Owner, on behalf of himself, his heirs, executors, administrators and assigns, including his successors in title, covenants and agrees to indemnify and save harmless the City from all actions, causes of actions, suits, claims or demands whatsoever which arise directly from the interim use by the Owner of the Park Land.
- (e) The Owner acknowledges and agrees that it is the responsibility of the Owner to rough grade the park where necessary to meet Site Plan grades and provide for positive surface drainage across the Park Land, as per the approved Grading Plan referenced in Schedule "E" hereto. If fill is required, it shall be comprised of clean earth borrow, compacted and leveled within the Park Land accordingly as per the City Standards for Park Fill and rough grading. All at the expense of the Owner.

Any fill imported to the Park Land must be conducted in accordance with the excess soils regulations, as amended. Documentation of the source and quality of the fill to be imported must be approved by a Qualified Person, as defined by Ontario Regulation 153/04, as amended. Soils must be tested to the minimum parameter list as specified in the excess soils regulations. Importation of soils with no chemical testing will not be

permitted. Additional testing may be required by the Qualified Person as defined in the regulation.

Copies of all records related to all soils imported to the Park Land must be provided to the City. All works and fill materials are to be approved by the General Manager, Planning, Real Estate and Economic Development Department prior to being placed on site.

All work shall proceed in accordance with the applicable regulations and according to the current (at time of work) approved City details and specifications.

- (f) The Owner shall submit a cost estimate, any necessary plans for the Base Park Improvements and shall submit, as set out in Schedule "B" herein, securities in the amount of 100% of the estimated cost of all Base Park Improvements, all to the satisfaction of the General Manager, Recreation, Cultural and Facility Services. A park review and inspection fee will further be collected and is based on 4% (+HST) of the total value of the Base Park Improvements cost. The Owner acknowledges and agrees that no credit shall be given towards the Parks and Recreation component of the Development Charges for costs associated with Base Park Improvements.
- (g) The construction of the Base Park Improvements to the Park Land shall be completed within the earlier of: (a) two years after the issuance of the first Above Grade Permit for any part of the subject lands, or (b) prior to any occupancy permit for any part of the subject lands, to the satisfaction of the General Manager, Recreation, Cultural and Facility Services. Unforeseen delays (e.g. weather) resulting in the late completion of the construction of the Base Park Improvements to the Park Land may be taken into consideration and the date for completion may be extended, at the sole discretion of the General Manager, Recreation, Cultural and Facility Services.
- (h) Before carrying out any of the Base Park Improvements on the Park Lands, the Owner must obtain, at the Owner's expense, a Consent to Enter (CTE) from the City's Corporate Real Estate Office. The CTE will outline in detail the insurance requirements, extent of area permitted, permitted use, and duration to the satisfaction of the General Manager, Recreation, Cultural and Facility Services. The Owner will indemnify the City against any claim during any interim use of or work carried out by the applicant on the park, to the satisfaction of the General Manager, Recreation, Cultural and Facility Services.
- (i) Record of Site Condition

The Owner shall submit to the General Manager, Planning, Real Estate and Economic Development and the Director, Buildings Code Services, a Record of Site Condition (RSC) completed in accordance with the O.Reg. 153/04 and acknowledged by the Ministry of Environment, Conservation and Parks. The RSC shall confirm that all of the Lands are suitable for the

proposed use, including the park, in accordance with O.Reg. 153/04. The Owner acknowledges and agrees the City may issue a building permit on a phased basis to allow for site investigation and remediation activities and if permitted by O.Reg. 153/04. Further works shall not be permitted until the RSC is submitted.

### **30. Protection of Public Park Land**

- (a) The Owner shall neither deposit, nor permit to be deposited, fill, snow, debris, building materials, granular, excavated materials, topsoil or construction equipment, nor allow vehicle parking, storage or access for any purposes on the Park Land. Furthermore, the Owner shall neither remove nor permit to be removed any fill, topsoil, trees, vegetation or shrubs from on the Park Land, without the prior consent of the General Manager, Planning, Development, and Building Services.
- (b) The Owner shall cause the lands conveyed, designated as Part Insert Part(s) Number(s) on 4R-Insert Plan Number, to the City for park purposes, to be identified by permanent markers and, if required, temporary markers at the Owner's expense. The Owner shall install and maintain temporary fencing adjacent to Part Insert Part(s) Number(s) on 4R-Insert Plan Number. The markers and temporary fencing shall be of a type and placed in such a location and at such times as are satisfactory to the General Manager, Planning, Development, and Building Services.
- (c) The Owner shall install tree protection fencing around the tree(s) to be retained within the Park Land. Fencing shall be installed prior to any site Works and shall be maintained in good order throughout the construction period. Any removal or revisions to the location of protection fencing shall be to the satisfaction of the General Manager, Planning, Development, and Building Services.
- (d) Trees or shrubs which have been or are hereafter removed from the Park Land in contravention of the Site Plan Agreement shall, at the City's option, be replaced by the Owner, at the expense of the Owner, with nursery stock of a variety and quality equivalent to or better than the trees and/or shrubs removed.

### **31. Transportation Impact Assessment**

The Owner has undertaken a Transportation Impact Assessment for this site, which Brief are 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.

### **32. 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 Montreal Road frontage of the lands, measuring 11.5 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.

### **33. Traffic Calming Measures**

As part of Phase 2 of the development, the applicant agrees to evaluate the cumulative impact of additional traffic from Phase 1 and Phase 2 to the role and function of Palace Street, per the Neighbourhood Traffic Management section of the latest version of the Transportation Impact Assessment Guidelines. Following this evaluation, the applicant shall construct any necessary mitigation to the impacts of traffic increases, namely traffic calming measures, per City of Ottawa standards and guidelines.

### **34. Private Access Detail**

The Owner agrees that all private access, including temporary construction access to the subject lands, shall be designed and located in accordance with and shall comply with the City's Access By-law (2026-139), as amended, and shall be subject to approval of the General Manager, Planning, Development and Building Services.

### **35. Surface Easement**

Prior to the occupancy of the first phase of development, the Owner shall grant to the City, at no cost to the City, an unencumbered 2.5 metres easement for Surface easement along Montreal Road, as shown on the approved Site Plan Phase 1, SP-1 referenced in Schedule "E" hereto, to the satisfaction of the City. The Owner shall provide a Reference Plan for registration, indicating the Surface easement, 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 registration of the easement. All costs shall be borne by the Owner. The Owner acknowledges and agrees that site securities will not be reduced to below 50 per cent until the easement is registered.

### **36. Public Access Easement to the City**

Prior to occupancy of the first phase, the Owner acknowledged and agreed to convey to the City, at no cost to the City, an unencumbered public access easement along pedestrian mews, including the walkway connecting Montreal Road to Palace Street and the proposed privately-owned public-space and connecting walkway, to the satisfaction of the City.

Furthermore, the Owner shall provide a reference plan for registration, indicating the public access easement lands, to the City Surveyor for review and approval prior to its deposit in the Land Registry Office. All costs shall be borne by the Owner. The Owner acknowledges and agrees that site securities will not be reduced to below 50 per cent until the easement is registered.

### **37. 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 Montreal Road and Vanier Parkway rights-of-way, as shown on the approved Landscape / TCR Plan (L1.01) referenced in Schedule "E" herein, including all plant and landscaping material (except municipal trees), walkway pavers, and outdoor plaza space. 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.

### **38. Street Name and Signs**

- (a) The Owner acknowledges and agrees it shall provide for, install and maintain, at its own expense, all regulatory traffic signage, in accordance with the City's Municipal Addressing By-law 2014-78, as amended, for any private road within the area controlled by this Agreement and as shown on the approved Insert Plan Name (e.g. Site Plan), referenced in Schedule "E" herein.
- (b) The Owner acknowledges and agrees it shall provide for, install and maintain, at its own expense, all temporary street name signs, in accordance with the City's Municipal Addressing By-law 2014-78, as amended, for any private road within the area controlled by this Agreement and the approved Insert Plan Name (e.g. Site Plan), referenced in Schedule "E" herein.
- (c) The Owner acknowledges and agrees it shall, at its own expense, make arrangements for the City to provide, install, and maintain all permanent street name signs, in accordance with the City's Municipal Addressing By-law 2014-78, as amended, and to City Specifications or Standards.

The Owner acknowledges and agrees it shall provide for, install and maintain, at its own expense, all regulatory traffic signage, in accordance with the City's Municipal Addressing By-law 2014-78, as amended, for any private road within the area controlled by this Agreement and as shown on the approved Site Plan, referenced in Schedule "E" herein.

**39. Segregated Bike Lane – Phase 2**

The Owner agrees that the Owner is responsible for all costs associated with the design and construction of the segregated bike lane along Vanier Parkway between Montreal Road and the southeastern corner of the proposed parkland, as shown on the approved development phasing plan, Site Plan Overall. The Owner agrees to provide securities to the City in Phase 2 for all costs associated prior to the registration of the Site Plan Agreement. The Owner further acknowledges and agrees that the segregated bike lane shall be completed prior to occupancy.

**40. Future Public Right-of-Way – Phase 2**

The Owner acknowledges and agrees that there is a desire from the City for the private right-of-way located between Palace Street and the Vanier Parkway to be dedicated as a public road. The Owner agrees to work with City Staff during the amending Site Plan Application for Phase 2 to determine a suitable design for this right-of-way through the Site Plan review process and by following the standard process for deviations from City-approved cross sections. The Owner shall conduct a pre-screening and consult with all external utility stakeholders to determine if the proposed design is suitable for their purposes. The Owner further agrees that they shall avoid any encumbrances to these lands that would otherwise hinder the transfer and development of a public right-of-way.

**41. Private Right-of-Way Surface Treatment and Maintenance**

The Owner acknowledges and agrees to provide a minimum of a single lay of asphalt for all drive aisles on site as well as the private right-of-way as shown on the approved Site Plan Phase 1 (SP-1). The Owner agrees to maintain these elements at no cost to the City and shall ensure that the aisles and roadways are in a safe, clean, and usable state until the private way is transferred to the City, prior to the registration of Phase 2.

**42. Waste Collection – Residential and Commercial**

Residential

The Owner acknowledges and agrees that residential cart (and/or container) garbage 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/organic waste storage room or area suitable for garbage/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.

Commercial

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.

**43. Road Closure Procedures**

Prior to the site plan registration of the Phase 2 lands, the Owner acknowledges and agrees to submit a Road Closure application, at their expense, for the entire right of way fronting 314 Gardiner Street, to the satisfaction of the General Manger, Planning, Development and Building Services Department (PDBS). The Owner acknowledges that any disposal of a portion of Gardiner Street shall be administered as per the City of Ottawa policies and procedures.

June 19, 2026

\_\_\_\_\_  
Date



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

Enclosure: Site Plan Control Application approval – Supporting Information

## SITE PLAN CONTROL APPROVAL APPLICATION SUPPORTING INFORMATION

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**File Number:** D07-12-22-0138

### SITE LOCATION

112 Montreal Road and as shown on Document 1.

### SYNOPSIS OF APPLICATION

- Subject site is located on the south side of Montreal Road, west of the Vanier Parkway and east of Palace Street, in the Vanier South neighbourhood. The irregular-shaped site has a total lot area of approximately 12,350 square metres. Currently, the only building that exists on the property is a single detached residential building at 314 Gardner Street. The motel that occupied the site known as 112 Montreal Road was demolished in late 2019.
- To the north of the site is Montreal Road which is lined with commercial uses including restaurants. To the east is Vanier Parkway and further east is a small-scale retail shopping centre. To the south the subject property abuts a row of townhouses, and further east are low-rise buildings. To the west is a mix of low-rise detached residential uses as well as converted dwellings and purpose-built structures containing commercial uses.
- The site received zoning approval to accommodate the development of four residential and mixed-use buildings. The subject Application is for Phase 1 which includes an 8-storey mixed-use building fronting onto Montreal Road and a 37-storey building internal to the site.
- Collectively, the two buildings will contain 430 units, 386 parking spaces and 436 bicycle parking spaces. Some surface parking is proposed for deliveries, rideshare programs, and other short term building operations. Tenant parking is proposed to be located underground in a large inter-connected structure. Primary access to Phase 1 is proposed via Palace Street. The overall development includes a vehicular connection to Vanier Parkway.
- A mid-block connection is included on the west side of the Montreal Road mid-rise building to allow for pedestrian access and for short term programming tied to the overall development. A larger, consolidated amenity space is proposed as part of the development plan in the form of a landscaped courtyard in addition to other internal amenity spaces.

- The future Phase 2 lands will be further detailed in a future Site Plan amendment application. Presently, this phase includes two residential high-rise buildings, 16 and 28-storeys in size, and will contain 169 and 318 units, respectively. This Phase will also include the dedication of a 686 square metre City-owned park, and the potential for a public right-of-way connection between Palace Street and Vanier Parkway.

### **Residential Units and Types**

<b>Dwelling Type</b>	<b>Number of Units</b>
Apartment	430

### **Related Applications**

The following applications are related to this proposed development:

- Official Plan Amendment – D01-01-21-0006
- Zoning By-Law Amendment – D02-02-20-0019

### **DECISION AND RATIONALE**

This application is approved for the following reasons:

- The application is consistent with the “Inner Urban Transect” policies of the Official Plan, as well as with the “Mainstreet Corridor” designation. The proposed development represents a high-density, mixed-use development, in close proximity to amenities and transit.
- The application is consistent with the Montréal Road District Secondary.
- Plan and its “Vanier Parkway - West Sector” designation. The proposed development represents an opportunity for intensification while respecting this scenic corridor. The proposal is also consistent with the Council-approved Official Plan Amendment (D01-01-21-0006) by including publicly accessible pedestrian connections with a commitment to develop an east-west connection within Phase 2.
- The proposed development is consistent with the intent of the Zoning By-law and meets all applicable performance standards of the zone, as approved by Council through Zoning By-law Amendment (D02-02-20-0019).
- The development is consistent with the Urban Design Guidelines for High-rise Buildings. The proposal offers quality architecture in a mixed-use, high-density development.
- The development complies with the relevant planning policy context and complies with the zoning bylaw. Accordingly, the development represents good land use planning.

## **PARKLAND DEDICATION**

Parkland dedication, in accordance with By-law 2022-280, as amended, is being satisfied within this approval through the taking of cash-in-lieu of parkland (phase 1) and through dedication of land (phase2) as detailed in the above conditions.

## **URBAN DESIGN REVIEW PANEL**

The Site Plan Control application was subject to the Urban Design Review Panel process. A formal review meeting was held on February 3, 2023.

The panel's recommendations from the formal review meeting are provided in Document 2.

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

- Relocating garbage staging indoors resulting in a reduction in hard surface.
- Removal of the townhouse units that were proposed to face the parking garage ramp.
- Design of the privately-owned public space along Vanier Parkway to be included in Phase 1.

## **CONSULTATION DETAILS**

### **Councillor's Comments**

Councillor Stéphanie Plante 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.

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

All technical agency correspondences were forwarded to the applicant, and the applicant was advised to contact technical agencies directly for additional information and requirements.

### **Advisory Committee Comments**

#### Summary of Comments – Advisory Committees

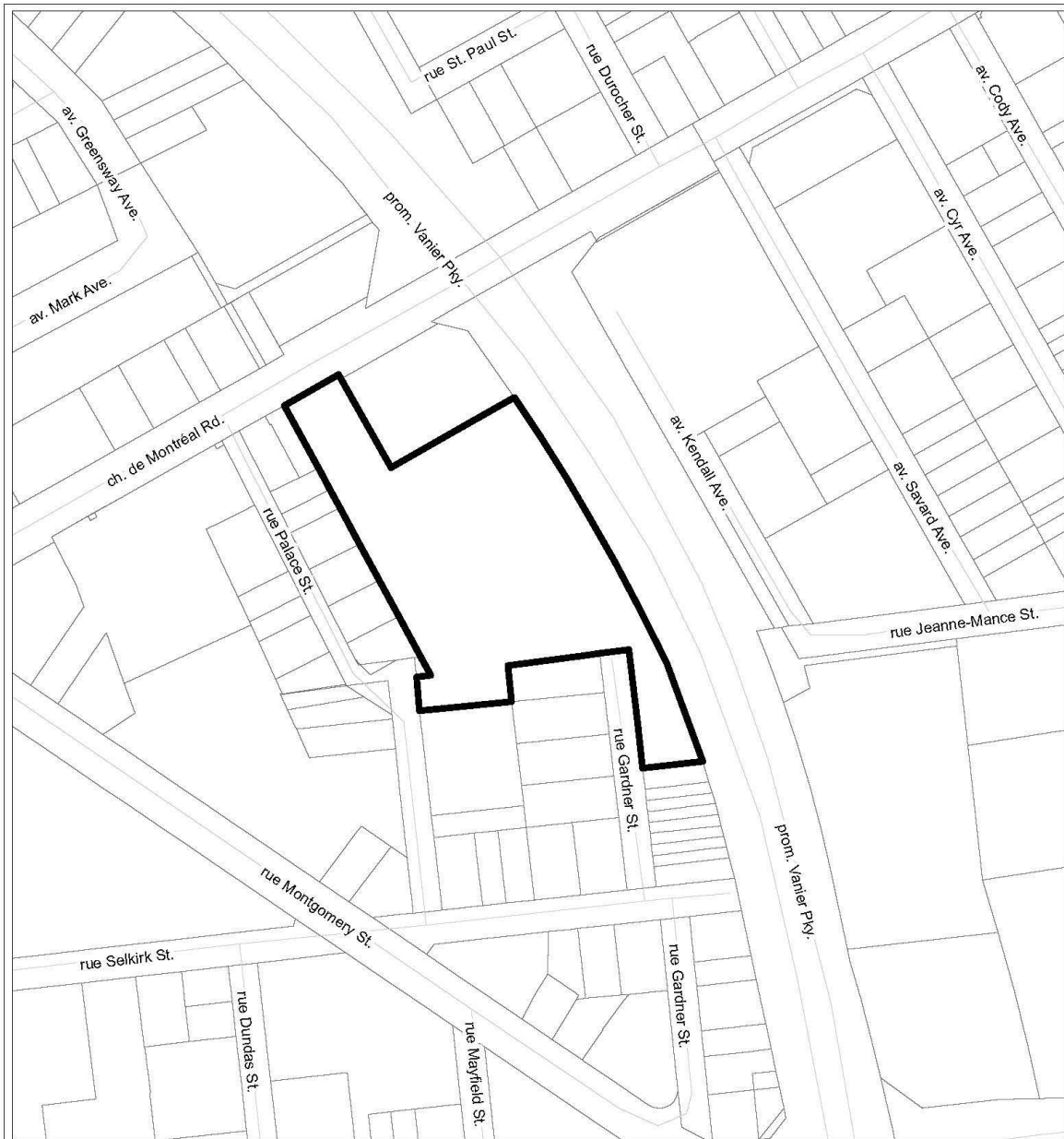
N/A


## **APPLICATION PROCESS TIMELINE STATUS**

This Site Plan application was not processed by the On Time Decision Date. The Council approved timeline has not been met due to the complexity of the file, implications related to Phase 2 of the development, and applicant delay on approval concurrence.

**Contact:** Niki Van Vugt Tel: 613-580-2424, ext. 12474 or e-mail:  
niki.vanvugt@ottawa.ca

# Document 1 – Location Map



		LOCATION MAP / PLAN DE LOCALISATION SITE PLAN / PLAN D'EMPLACEMENT	
D07-12-22-0138	22-0943-D	 <b>112 ch. Montreal Road</b>	
I:\COI2022\Site_Plan\Montreal_112			
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