



**SITE PLAN CONTROL APPROVAL APPLICATION
DELEGATED AUTHORITY REPORT
MANAGER, DEVELOPMENT REVIEW WEST**

Site Location: 851 Richmond Road

File No.: D07-12-17-0135

Date of Application: October 13, 2017

This SITE PLAN CONTROL application submitted by Stephanie Morris, Fotenn Planning + Design, on behalf of Homestead Land Holdings Ltd., is APPROVED as shown on the following plan(s):

1. **Site Plan**, Drawing number A-SP, prepared by Roderick Lahey Architect Inc., dated March 29, 2018, revision 4 dated August 27, 2018.
2. **Site Landscape Plan**, Drawing number L1, prepared by Wentworth Landscapes, dated September 18, 2017, revision 3 dated June 27, 2018.
3. **South, West, North and East Elevations, Garbage Enclosure Detail**, Sheet number A04, prepared by Roderick Lahey Architect Inc., dated June 22, 2018.
4. **Existing Conditions and Removals Plan**, Drawing number EX-1, prepared by Stantec Consulting Ltd., Consultant's project # 160401329, dated October 05, 2017, revision 6 dated October 10, 2018.
5. **Grading Plan**, Drawing number GP-1, prepared by Stantec Consulting Ltd., Consultant's project # 160401329, dated October 05, 2017, revision 6 dated October 10, 2018.
6. **Site Servicing Plan**, Drawing number SSP-1, prepared by Stantec Consulting Ltd., Consultant's project # 160401329, dated October 05, 2017, revision 6 dated October 10, 2018.
7. **Erosion Control Plan and Detail Sheet**, Drawing number EC/DS-1, prepared by Stantec Consulting Ltd., Consultant's project # 160401329, dated October 05, 2017, revision 6 dated October 10, 2018.
8. **Storm Drainage Plan**, Drawing number SD-1, prepared by Stantec Consulting Ltd., Consultant's project # 160401329, dated October 05, 2017, revision 6 dated October 10, 2018.
9. **Sanitary Drainage Plan**, Drawing number SA-1, prepared by Stantec Consulting Ltd., Consultant's project # 160401329, dated October 05, 2017, revision 6 dated October 10, 2018.

10. **Plan, 851 Richmond Road Excavation Protection System**, Drawing number # S-01, prepared by Remisz Consulting Engineers Ltd., Consultant's project # 2018-050-1, dated August 16, 2018, revision 3 dated October 12, 2018.
11. **Sections and Details, 851 Richmond Road Excavation Protection System**, drawing number S-02, prepared by Remisz Consulting Engineers Ltd., Consultant's project # 2018-050-1, dated August 16, 2018, revision 4 dated October 12, 2018.
12. **Sections and Details, 851 Richmond Road Excavation Protection System**, drawing number S-03, prepared by Remisz Consulting Engineers Ltd., Consultant's project # 2018-050-1, dated August 30, 2018, revision 2 dated October 12, 2018

And as detailed in the following report(s):

1. **Site Servicing and Stormwater Management Brief - 851 Richmond Road, Ottawa, ON**, prepared by Stantec Consulting Ltd., Consultant's File # 160401329/83, revision 4 dated October 10, 2018.
2. **Geotechnical Investigation Proposed Multi-Storey Building, 851 Richmond Road - Ottawa**, prepared by Paterson Group, Consultant's Report # PG4163-1, revision 1 dated October 03, 2017.
3. **Phase 1 Environmental Site Assessment Surface Parking Lot East Part of 851 Richmond Road, Ottawa, Ontario**, prepared by Paterson Group, Consultant's Report # PE4053-1, dated July 31, 2017.
4. **851 Richmond Road Transportation Brief**, prepared by Parsons, Consultant's Report # 476418-01000, dated March 19, 2018.
5. **Environmental Noise Control And Vibration Study, Proposed Multi-Storey Building 851 Richmond Road – Ottawa**, prepared by Paterson Group, Consultant's Report # PG4201-1R, dated March 13, 2018.
6. **Confederation Line Proximity Study, Proposed Multi-Storey Building 851 Richmond Road – Ottawa**, prepared Paterson Group, Consultant's Report # PG4202-1, revision 6 dated October 19, 2018.

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

Standard Conditions

1. **Agreement**
The Owner shall enter into a standard site development agreement consisting of the following conditions. In the event the Owner fails to enter into such agreement within one year, this approval shall lapse.
2. **Permits**
The Owner shall obtain such permits as may be required from Municipal or Provincial authorities and shall file copies thereof with the General Manager, Planning, Infrastructure and Economic Development Department.

3. **Extend Internal Walkways**

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, Infrastructure and Economic Development Department.

4. **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 approved drawings of a design professional, such drawings to be approved by the General Manager, Planning, Infrastructure and Economic Development Department.

5. **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.

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, Infrastructure and Economic Development Department. Such sidewalk(s) shall be constructed to City Standards.

7. **Reinstatement of City Property**

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

8. **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, Infrastructure and Economic Development Department.

9. **Completion of Works**

The Owner acknowledges and agrees that no new building shall be occupied on the lands, nor will the Owner convey title to any building 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, Infrastructure and Economic Development Department, 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, conveyance and/or occupancy of a lot or structure may otherwise be permitted, if in the sole opinion of the General Manager, Planning, Infrastructure and Economic Development Department, the aforesaid Works are proceeding satisfactorily toward completion. The Owner shall obtain the prior consent of the General Manager, Planning, Infrastructure and Economic Development Department for such conveyance and/or occupancy in writing.

10. On-Site Parking

The following provision shall be included in any lease, rental agreement, sublet agreement, condominium agreement and/or Agreement of Purchase and Sale governing all or part of the building:

“The purchaser, tenant or sublessee acknowledges the unit being rented/sold may not be provided with any on-site parking. Should a tenant/purchaser have a vehicle for which they wish to have parking, that alternative and lawful arrangements may need to be made to accommodate their parking need at an alternative location. The Purchaser/Tenant/Sublessee acknowledges that the availability and regulations governing on-street parking vary; that access to on-street parking, including through residential on-street parking permits issued by the City cannot be guaranteed now or in the future; and that a purchaser, tenant or sublessee intending to rely on on-street parking for their vehicle or vehicles does so at their own risk.”

Special Conditions

11. TIS/Brief/Traffic study

The Owner(s) has undertaken a Transportation Brief for this site, prepared by Parsons, Project No. 476418-01000, dated 19 March 2018 (including addendum #2 dated 14 June 2018), to determine the infrastructure and programs needed to mitigate the impact of the proposed development on the local transportation network and establish the site design features needed to support system-wide transportation objectives. The Owner shall ensure, that the recommendations of the Transportation Study/Brief are fully implemented, to the satisfaction of the General Manager, Planning and Planning, Infrastructure and Economic Development Department.

12. Geotechnical Investigation

The Owner acknowledges and agrees that it shall retain the services of a geotechnical engineer, licensed in the Province of Ontario, to ensure that the recommendations of the Geotechnical Investigation Report (the “Report”), referenced in Schedule “E” herein, are fully implemented. The Owner further acknowledges and agrees that it shall provide the General Manager, Planning, Infrastructure and Economic Development Department 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, Infrastructure and Economic Development Department.

13. Waste and Recycling Collection

The Owner acknowledges and agrees that the City will provide waste collection and cart (and/or container) recycling collection for the residential units. The Owner shall provide an adequate storage room or space for waste containers and recycling carts (and/or containers). The Owner acknowledges and agrees that it is recommended that the containers and carts be placed on a concrete floor. The Owner shall provide an adequate constructed road access to the waste/recycling storage room or area suitable for waste/recycling vehicles as direct access to the containers and carts is required. The Owner acknowledges and agrees that any additional services (i.e. winching of

containers) may result in extra charges.

14. High Pressure Transmission Main

In order to help ensure the integrity of the City's High Pressure 1220 mm Transmission Watermain located along the northern boundary of the site, the owner must undertake the following:

- The Owner agrees to implement all the recommendations as detailed in the Geotechnical Investigation dated October 3, 2017, prepared by Paterson Group, Report # PG4163-1 Revision 1 to facilitate the construction of the building foundation on the subject property adjacent to the City's 1220mm watermain.
- The City's 1220mm transmission watermain will remain in full operation and as such the owner will conduct every aspect of their construction in an appropriate manner such that the current water supply is not affected in any way.
- Prior to the issuance of the Building Permit and Commence Work Notification, the Owner shall prepare a Contingency Plan for the construction of the foundation for the proposed building. The contingency plan will document who will be monitoring the on-site instrumentation during construction hours and after construction hours and also discuss what happens after construction hours. The City shall be notified at least five days in advance of the rock removal work so the City can implement the contingency/isolation preparation plan should the need arise.
- Prior to the issuance of the Building Permit and Full Commence Work Notification, the results from the Preliminary Test Blasting and detailed bedrock fragmentation procedure and schedule to be used by the excavating contractor must be submitted to the City for review prior to any commencement of further rock removal on site. The City reserves the right to utilize a third party engineer review process to evaluate the results and procedures submitted.
- Should the monitoring levels of vibration exceed the maximum limit of 25mm/sec as detailed in the Paterson Group Geotechnical Investigation (Report # PG4163-1 Revision 1) dated October 3, 2017, the Owner agrees to cease all construction activities and immediately report the results to the City.
- The City reserves the right to issue a stop work order for the construction at 851 Richmond Road in the event of an incident which would adversely affect the City's requirement to provide safe drinking water. This may include but not be limited to, a leak in or failure of the High Pressure Transmission Watermain and/or a failure at one of the 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 to the Owner. No inference of liability is to be taken from these conditions for any period longer than 24 hours.
- A certificate of liability insurance shall be submitted to the City wherein the Owner is the named insured and the City of Ottawa is additional insured. The limits of the policy shall be in the amount of \$25,000,000 and shall be kept in full force and

effect while any excavation or rock removal work is being completed on site at 851 Richmond Road.

15. Vibration Monitoring Plan for 1220 mm Transmission Watermain

The Owner acknowledges and agrees to provide a vibration monitoring plan as per the approved Geotechnical Investigation Report to the General Manager, Planning, Infrastructure and Economic Development prior to construction begins. Monitoring shall be done by an Engineer licensed in the Province of Ontario with a minimum of five (5) years experience in the field of vibration monitoring.

The plan should at a minimum include:

- Qualifications of the Vibration Monitoring Specialist Engineer.
- Proposed instrumentation/equipment and calibrations.
- Proposed location of instruments.
- Proposed method of installation.
- Proposed frequency of readings.
- Proposed schedule for issuing certificates of conformance.
- Proposed monitoring triggers and precautionary actions.
- The proposed monitoring triggers shall specify precautionary action items to be taken by the Contractor at several vibration ranges as the monitored vibration approaches the specified vibration limit, to alert the Contractor that the vibration limit is being approached and to ensure that the vibration limit is not exceeded.

16. 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, structure, water wells and facilities likely to be affected by the blast, in particular, those within seventy-five (75) metres of the location where explosives are to be used. 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.

17. 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, Infrastructure and Economic Development Department 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 along the Richmond Road frontage (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, Infrastructure and Economic Development Department and the City's Surveyor, showing the existing City Sewer System within Richmond Road 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 Richmond 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, Infrastructure and Economic Development Department.
- (b) Upon completion of construction on the lands, the Owner shall, at its expense and to the satisfaction of the General Manager, Planning, Infrastructure and Economic Development Department:
 - (i) obtain a video inspection of the existing City Sewer System within Richmond 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 Richmond Road and compensate the City for the full amount of any required repairs to the City Sewer System.

18. Private Drainage Agreement

The Owner(s) shall enter into a Private Drainage Agreement with the adjacent property Owner(s) of 30 Cleary Avenue, which shall be binding upon the owners and all subsequent purchasers, to permit the conveyance of the minor flow from 851 Richmond Road through the property located on the north side at 30 Cleary Avenue, in accordance with the site plan approval issued by the City of Ottawa. The Private Drainage Agreement shall be registered on title, of those properties listed in the Agreement, at no cost to the City, and a copy shall be filed with the City, to the satisfaction of the General Manager, Planning, Infrastructure and Economic Development Department.

19. Soil Management

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

20. Groundwater Management

The Owner acknowledges and agrees to retain an environmental consultant to test groundwater to be removed from the site during and after redevelopment. If through further testing the groundwater samples are found to be contaminated, all contaminated groundwater must be removed, managed or treated in accordance with appropriate Ontario regulations and/or discharged in accordance with the City's Sewer Use By-Law, being By-law No. 2003-514, as amended.

21. Cash in Lieu of Parkland

Upon execution of this Agreement, the Owner shall pay cash-in-lieu of parkland in the amount of \$464,236 as referenced in Schedule "B" herein. The Owner shall also pay the parkland appraisal fee of \$500.00 plus H.S.T. of \$65.00, as referenced in Schedule "B" herein. Pursuant to the City's Parkland Dedication By-law, being By-law No. 2009-95,

as amended, 40% of said funds collected shall be directed to City wide funds, and 60% shall be directed to Ward 7 funds.

22. 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, Infrastructure and Economic Development Department, 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.

23. Tree Protection

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

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

24. Private Approach Detail

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.

25. Snow Storage

In addition to the requirements of Clause 17 of Schedule “C” of this Agreement, the Owner acknowledges and agrees that any portion of the subject lands which is intended to be used for snow storage shall not interfere with the servicing of the subject lands.

26. Joint Use, Maintenance and Liability Agreement

- (a) The Owner acknowledges and agrees that should the lands be severed in the future, it shall ensure that the future owner of the freehold units shall enter into a Joint Use, Maintenance and Liability Agreement which shall be binding upon the owners and all subsequent purchasers to deal with the joint use, maintenance and liability of the common elements, including but not limited to any private roadway(s) and concrete sidewalks; common grass areas; common party walls, exterior walls; common structural elements such as the roof, foundations; common parking areas; sewers and watermains, for the mutual benefit and joint use of the owners; and any other elements located in the common property; and the Joint Use, Maintenance and Liability Agreement shall be filed with the General Manager, Planning, Infrastructure and Economic Development Department.
- (b) The Owner shall file with the General Manager, Planning, Infrastructure and Economic Development Department, an opinion from a solicitor authorized to practice law in the Province of Ontario that the Joint Use, Maintenance and Liability Agreement is binding upon the owners of the land and all subsequent purchasers to deal with the matters referred to Paragraph ___ (a) above.
- (c) The Owner acknowledges and agrees that the Joint Use, Maintenance and Liability Agreement shall be registered on the Owner’s Land at no cost to the City, and a copy of the registered agreement shall be provided to the General Manager, Planning, Infrastructure and Economic Development Department.
- (d) The Owner acknowledges and agrees that the Joint Use, Maintenance and Liability Agreement shall include a clause to require all future purchasers to enter into an Assumption Agreement in order to transfer all legal and financial obligations required under the Joint Use, Maintenance and Liability Agreement.

27. Notice on Title – School Accommodation

The Owner, or any subsequent owner of the whole or any part of the subject lands, acknowledges and agrees that all agreements of purchase and sale or lease agreements shall contain the following clauses, which shall be covenants running with the subject lands: “The Purchaser/Lessee for himself, his heirs, executors, administrators, successors and assigns acknowledges being advice that school accommodation pressures exist in the Ottawa-Carleton District School Board Schools designated to serve this development which are currently being addressed by the utilization of portable classrooms and/or directing students to schools outside their community.”

28. 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 drawings and Site Servicing and Stormwater Management Brief, referenced in Schedule “E” herein. The Owner further acknowledges and agrees it shall assume all

maintenance and replacement responsibilities in perpetuity. The Owner shall keep all records of inspection and maintenance in perpetuity, and shall provide said records to the City upon its request.

29. Stormwater Management Memorandum

Prior to registration of this Agreement, the Owner acknowledges and agrees to provide the General Manager, Planning, Infrastructure and Economic Development Department, 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, Infrastructure and Economic Development Department, and all associated costs shall be the Owner's responsibility.

30. 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, Infrastructure and Economic Development 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, Infrastructure and Economic Development 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, Infrastructure and Economic Development Department, may order all Work in the project to be stopped, altered, retested or changed to the satisfaction of the General Manager, Planning, Infrastructure and Economic Development Department.

31. 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, Infrastructure and Economic Development Department 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.

32. Site Dewatering

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

33. Construction Methods and Scheduling

The Owner acknowledges and agrees that construction methodology, timing and scheduling must be submitted for review and approval by the Rail Construction Project Office, Transportation Services Department, to ensure that there no impacts on the Stage 2 Ottawa Light Rail Transit (OLRT) project thirty (30) days prior to the commence

work of any site works and/or building permits being issued, including conditional permits. The Owner agrees to provide the following documents, to the satisfaction of the Director, Rail Construction Project Office:

- a) Structural drawings
- b) Foundation drawings
- c) Excavation methods and drawings
- d) Shoring methods and drawings
- e) Crane locations
- f) Staging of operations
- g) Traffic management plan
- h) Assessment of potential changes, due to blasting, in the soil and rock characteristics and strength and the groundwater regime.
- i) Construction schedule (including anticipated dates, type of construction activity and contact person for coordination)

34. Building Permit Submission

The Owner acknowledges and agrees to submit all building permit application forms and associated permit drawings, in PDF format, to the Director, Rail Construction Project Office, thirty (30) days prior to submitting the application and/or drawings to the Building Code Services Branch. The Owner further acknowledges and agrees to submit PDF files of any revisions to the construction permit drawings to the Director, Rail Construction Project Office, thirty (30) days prior to submitting revision drawings.

35. Additional Plans Reports and Plans

In addition to the documents listed in Condition 1 above the Owner further acknowledges and agrees that if construction of the proposed development is not completed prior to the start of the construction program of the Stage 2 OLRT project, as determined by the Rail Construction Project Office; or occurs after the construction of the Stage 2 OLRT project has been completed, the following documents must be provided for review and approval thirty (30) days prior to the commence work of any site works and/or building permits being issued, including conditional permits, to the satisfaction of the Director, Rail Construction Project Office.:

- j) Dewatering and Discharge plans
- k) Blast Assessment Report (BAR), if blasting proposed.
- l) Field monitoring and action plans

The Owner acknowledges and agrees it shall pay all costs associated with the review, by the City and Rail Construction Project Office, of the plans and/or reports listed above.

36. Dewatering and Discharge Plan

The Dewatering and Discharge plan listed in Condition 2 above shall include, but not limited to, the following details:

- a) Full description of the project, including drawings
- b) Hydrogeological site conceptual model for both overburden and bedrock
- c) Quantitative dewatering volume assessment based on site-specific testing data, such as slug tests and/or pumping tests, and including proposed

- location(s) for discharge and confirmation that the receiver(s) can accommodate the proposed volumes
- d) Characterization of groundwater quality in respect of City Sewer Use By-Law criteria limits using site sampling data, with discussion of potential treatment requirements
 - e) Impact assessment including short term (construction) and long term (subsurface drainage) and drawdown interference with local wells (if any) and/or ecological features
 - f) Evaluation of ground settlement / basal heave potential both within the excavation and with regard to nearby structures / infrastructure including zone of influence
 - g) Monitoring and mitigation plans including contingency plan.
 - h) Determination of the need for / type of regulatory approvals required (eg., Permit To Take Water / Environmental Activity and Sector Registry).

The Owner acknowledges and agrees to contact the Rail Construction Project Office to confirm the details to be included in the Dewatering and Discharge Plan prior to completing the plan.

37. Blast Assessment Report (BAR)

The Blast Assessment Report (BAR), listed in Condition 2 above, shall include but not limited to, the following details:

- a) Work plan showing details of the proposed blasting operations
- b) Types of explosive and detonation to be adopted.
- c) Pre-blast survey
- d) Protection against damage to the adjacent structures, underground and above-ground utilities, and protection of the public safety.
- e) Blasting limits
- f) Determination of the zone of influence due to blasting, and assessment of the blasting effects to all structures and utilities within the zone of influence.
- g) Details of vibration monitoring.
- h) Methods of remedial measures of damages caused by blasting.
- i) Emergency responses to blasting damage.
- j) Qualifications and experience of the individuals and specialists of the blasting contractor who are responsible for the blasting operations.

The Owner acknowledges and agrees to contact the Rail Construction Project Office to confirm the details to be included in the BAR prior to completing the report.

The Owner acknowledges and agrees to submit the BAR, a minimum of 90 days prior to blasting for review and approval by Rail Construction Project Office. The Owner agrees that changes to the construction methods and/or building limits may be required ensure the integrity of the light rail infrastructure.

The Owner further acknowledges and agrees that all blasting activities shall conform to the City Special Provisions F-1201 and OPSS 120 entitled Use of Explosives, as amended. Prior to any blasting activities, a pre-blast survey shall be prepared as per City Special Provisions F-1201, at the Owner's expense, for all buildings, utilities, structures, including existing and proposed OLRT structures, water wells and facilities

likely to be affected by the blast, in particular, those within seventy-five (75) metres of the location where explosives are to be used. 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.

38. Field Monitoring and Action Plan

The field monitoring and action plans listed in Condition 2 above, shall include but not limited to, the following details:

- a) Specify the party responsible for the monitoring.
- b) Details of monitoring.
- c) Monitoring criteria for settlement, movement, vibration, groundwater levels, dewatering volumes, effluent quality, etc.
- d) Alert and warning levels, and proposed actions.
- e) Monitoring frequency and monitoring period (i.e., during construction and warrantee periods).
- f) pre-and post-construction surveys

The Owner acknowledges and agrees to contact the Rail Construction Project Office to confirm the details to be included in the field monitoring and action plans prior to completing the plans.

39. Additional Cost Associated with Construction Methodology

The Owner acknowledges and agrees that upon review of the construction methods proposed by the Owner and/or its agent(s), if the proposed development results in material changes to the subsurface conditions beyond the site limits (including but not limited to groundwater regime, soil and rock characteristics and strength) that result in the future Stage 2 OLRT Project Company having to incur additional costs for the design and protection of the LRT project, which the Project Company would not have incurred prior to this development going forward, the Owner acknowledges and agrees that it shall compensate the future Stage 2 OLRT Project Company for such reasonable extra costs, including review of the Owner's proposed works.

40. Use of Rock Anchors / Tiebacks

- a) The Owner acknowledges and agrees that the use of rock anchors / tiebacks within the City's Richmond Road and/or Woodrofe Avenue right-of-way (ROW) in proximity to OLRT corridor is discouraged. However, should rock anchors / tiebacks be deemed necessary to accommodate the construction of the proposed development, the City and the Rail Construction Project Office may consider their use within the ROW subject to a review and approval. If approved, by the City and the Rail Construction Office, the Owner further acknowledges and agrees to enter into a separate agreement with the City and the future Stage 2 OLRT Project Company, pertaining to the construction details for the proposed rock anchors / tieback installation, prior to commencement of such installation. The Owner shall be responsible for all associated costs for preparation and processing of such agreement and the associated review of the rock anchors / tieback installation plans.
- b) The Owner acknowledges and agrees to be responsible for any additional costs incurred by Stage 2 OLRT Project Company during construction of the

OLRT project due to the installation of rock anchors / tiebacks and/or sheet piling within the Richmond Road and/or Woodrofe Avenue ROW by the Owner.

41. Construction Scheduling and Coordination, Site Access, Servicing

- a) The Owner acknowledges and agrees that if the construction of the development is planned to occur during the same time-period as the OLRT construction, and/or associated works, that the works should be coordinated during construction so as not to present a significant delay, if any, to both parties. Accordingly, it is acknowledged that the Owner may encounter potential restrictions and delays associated with the development of the lands, which will be reasonably mitigated through coordination of construction activities, as required.
- b) The Owner acknowledges and agrees that, notwithstanding standard City approval requirements, that subsequent to January 1, 2019, to mitigate and assess any potential construction and/or scheduling conflicts between the two projects, that Owner or the Owner's agent(s) shall not be permitted to temporarily close or use the adjacent portion of Richmond Road, be issued a building permit, or to install services within the Richmond Road right-of-way without the prior written permission of the Director, Rail Construction Project Office, which written permission will not be unreasonably withheld.
- c) The Owner acknowledges and agrees that any servicing required to advance the development during this time-period, either on a permanent or temporary basis, shall be at the cost of the Owner. The Owner and City agree to make best efforts in cooperating with the future Stage 2 OLRT Project Company for the coordination of the servicing of the development during this time-period.
- d) The Owner acknowledges and agrees that disruptions of access to the site may occur during the construction of the OLRT project and/or associated works, including the Richmond Road Complete Streets project, along Richmond Road. The Owner further acknowledges and agrees to make best efforts in cooperating with the City and the future Stage 2 OLRT Project Company for maintaining a temporary or permanent access to the site during the construction of the OLRT project.

42. Noise and Vibration Study

The Owner acknowledges that the Noise and Vibration Study: Report PG4201-1 Revision 3 dated October 19, 2018 prepared by Paterson Group and Memo dated November 8, 2018 does not adequately address groundborne noise and vibration from the future OLRT Line operations. The Owner acknowledges and agrees to complete a noise and vibration study to evaluate the potential affects of ground-borne noise and vibration on the proposed development from the OLRT Line operations. The Owner further agrees to apply appropriate mitigation measures, where applicable, in the final design of the development. The Owner agrees to submit the noise and vibration study for review and approval by the Rail Construction Project Office prior to the registration of the site plan agreement, commence work of any site works and/or building permits being

issued, including conditional permits, to the satisfaction of the Director, Rail Construction Project Office.

43. Proximity Study Review Cost Recovery

The Owner acknowledges and agrees it shall pay all costs associated with the Proximity Study review undertaken by the City and Stage 2 Light Rail Transit Project Office.

44. Richmond Complete Street Project

The Owner acknowledges being informed of the City's Richmond Complete Street Project (RCSP), which will include road works adjacent to the subject property. The Owner acknowledges and agrees that any landscaping or other material that encroaches into the City right-of-way (ROW) associated with the subject site may need to be removed to accommodate the RCSP and that all associated cost for removal will be the Owner's expense.

45. City Street Signage

The Owner(s) are responsible for all costs associated with the supply and installation by the City of Ottawa all necessary regulatory and warning signs required to accommodate this development.

46. Parking and Deliveries

The Owner agrees that all parking and deliveries related to the function and operation of the development will occur and be accommodated on site; these activities will not be permitted on the public roads.

47. Noise Impact Study

The Owner(s) shall implement the noise control attenuation measures recommended in the approved noise study.

- (a) All units with an East, North, and South elevation shall to be equipped with Central Air Conditioning.
- (b) Prior to issuance of building permit, a review of building components (windows, walls, doors) is required and must be designed to achieve indoor sound level criteria.
- (c) Notices-on-Title respecting noise:

All units with a North elevations (all floors): Warning Clause C and E

All units with a South elevations (all floors): Warning Clause C and E

All units with an East elevations (all floors): Warning Clause D and E

Warning Clause C: "All units must be equipped with a central air conditioning system, reducing the need to open windows."

Warning Clause D: "All units must be equipped with a central air conditioning system, reducing the need to open windows. Additionally, building components including windows, walls and doors, where applicable, should be designed so that the indoor sound levels comply with the sound level limits in Table 2 of the Noise Impact Study."

Warning Clause E: "The transferee covenants with the transferor, and the lessee covenants with the lessor, that the above clause's, verbatim, shall be included in all

subsequent agreements of purchase and sale, lease agreements, and Transfers/Deeds conveying the lands described herein, which covenant shall run with the said lands and is for the benefit of the owner of the adjacent road.”

48. Certification Letter for Noise Control Measures

- a) The Owner acknowledges and agrees that upon completion of the development and prior to occupancy and/or final building inspection, it shall retain a Professional Engineer, licensed in the Province of Ontario with expertise in the subject of acoustics related to land use planning, to visit the lands, inspect the installed noise control measures and satisfy himself that the installed recommended interior noise control measures comply with the measures in the Noise Impact Assessment Study referenced in Schedule “E” hereto, as approved by the City and/or the approval agencies and authorities (The Ministry of the Environment and Climate Change) or noise thresholds identified in the City’s Environmental Noise Control Guidelines. The Professional Engineer shall prepare a letter to the City’s Development Inspection Program Manager (the “Certification Letter”) stating that he certifies acoustical compliance with all requirements of the applicable conditions in this Agreement, to the satisfaction of the General Manager, Planning, Infrastructure and Economic Development Department.

- b) The Certification Letter shall be unconditional and shall address all requirements as well as all relevant information relating to the development, including project name, lot numbers, building identification, drawing numbers, noise study report number, dates of relevant documents and in particular reference to the documents used for the building permits and site grading applications. The Certification Letter(s) shall bear the certification stamp of a Professional Engineer, licensed in the Province of Ontario, and shall be signed by said Professional Engineer, and shall be based on the following matters:
 - i. Actual site visits, inspection, testing and actual sound level readings at the receptors;
 - ii. Previously approved Detailed Noise Control Studies, Site Plan and relevant approved Certification Letters (C of A) or Noise thresholds of the City’s Environmental Noise Control Guidelines; and
 - iii. Non-conditional final approval for release for occupancy.

- c) All of the information required in subsections (a) and (b) above shall be submitted to the General Manager, Planning, Infrastructure and Economic Development Department, and shall be to his satisfaction.

March 1, 2019

Date



Derrick Moodie
Manager, Development Review West
Planning, Infrastructure and Economic
Development Department

SITE PLAN CONTROL APPROVAL APPLICATION SUPPORTING INFORMATION

File Number: D07-12-17-0135

SITE LOCATION

851 Richmond Road and as shown on Document 1.

SYNOPSIS OF APPLICATION

The site is a rectangular parcel that is approximately 6,400 square metres in size, with 153 metres of frontage along Richmond Road. The site is currently occupied by an 11-storey mixed-use commercial and residential building situated in the centre of the site, between two surface parking lots. There are two accesses to the site off Richmond Road. Surrounding land uses include a low-rise residential neighbourhood to the north; Byron Linear Park, low-rise apartment dwellings and a Banquet Hall to the south; and restaurants to the east and west. The property to the east, currently occupied by “Kristy’s Restaurant”, has received approval for a Zoning By-law Amendment application to permit a 24-storey mixed-use building. In addition, an LRT station is proposed at Cleary Avenue, approximately 250 metres from the subject site, as a part of Stage 2 of the City of Ottawa’s Light Rail Transit Plan.

The development proposal involves the construction of an 11-storey residential building to the east of the existing building on the site, composed of 122 one- and two-bedroom units. The proposed building will replace a surface parking lot to the east of the existing building on the site. A total of 121 underground vehicular parking spaces, as well as bicycle storage, will be provided as a part of the new development, and the existing 54 surface parking spaces to the west of the existing building will be maintained. Two accesses are located off Richmond Road with the access to the underground garage located internal to the site. The main pedestrian entrance will be oriented to Richmond Road, and amenity space is to be provided at the top of the building.

DECISION AND RATIONALE

This application is approved for the following reasons:

- The proposal conforms to the provisions of the Traditional Mainstreet designation of the Official Plan;
- The proposal is consistent with the direction of the Richmond Road/Westboro Secondary Plan;
- The proposal is consistent with the direction of the Richmond Road/Westboro Community Design Plan;
- The proposal generally complies with the intent of the Urban Design Guidelines for High-rise Buildings;

- The proposal conforms to all relevant provisions of the Zoning By-law, including those specific Urban Exception 2497 and the Maximum Height Limit of 30 metres;
- Conditions of approval have been included in this report in order to ensure the proposed development is constructed in conformity with City policies and guidelines;
- The applicant has adequately resolved the comments received during the public and technical review processes; and,
- The proposed development will provide residential units in a compact pedestrian-oriented built form along the future Light Rail Transit route and represents good planning.

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 December 7, 2017.

The panel's recommendations from the formal review meeting are:

General Comments:

- The Panel is of the opinion that the proposed building could transition better between the five-storey building on one side, and the slab apartment building on the other, by better articulating its façades, and by shifting massing and height. A deliberate articulation of the side and rear façades, as well as staggering the height from the east to west side, would reduce the 'wall' effect along Richmond Road, created by the proposed building.
- The Panel believes that the project would be enhanced by the introduction of more sustainability measures and amenity areas, such as an accessible green roof.

Architectural Expression:

- The Panel is of the opinion that a base, middle and top expression would result in a better overall design of this building. Consider manipulating the mass with diverse treatments on the two top floors.
- Ground floor height seems squat. The Panel recommends increasing the height of the ground floor, perhaps to two stories, in order to improve the impact of the building on its associated streetscape.
- The Panel advises that more glazing be added to the east elevation in order to improve the exterior design of the building, and take advantage of views toward the Ottawa River and the downtown core of the city.

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

- Based on the comments received in the formal review, the applicant revised the proposal to create a more effective transition between adjacent buildings by simplifying the north elevation of the building.
- Additional glazing was added to the eastern façade.

CONSULTATION DETAILS

Councillor Teresa Kavanagh has concurred with the proposed conditions of approval.

Public Comments

Summary of Comments - Public

Comment

Concerned about the effects of blasting on adjacent home.

Response

Conditions pertaining to the use of explosives and pre-blast surveys are included in this approval, obligating the developer to notify all owners and tenants within a minimum of 150 metres of the site a minimum of 15 business days before blasting is to occur, and conduct pre-blast surveys on all buildings within 75 metres of the site.

Technical Agency/Public Body Comments

O-Train Planning

The LRT Stage 2 project cannot confirm the final rail alignment within Richmond Road or Byron Linear Park until the procurement process is completed. Therefore, a worst-case scenario must be assumed for the proposed development – LRT alignment on a tunnel below Richmond Road. Construction plans, methods and timing, including but not limited to excavation, shoring and foundation plans need to be submitted to the LRT Stage 2 Project Office for review and approval) prior to the registration of the site plan agreement, the issuance of commence work and/or building permits, including conditional permits.

Response

Conditions provided by the LRT office are included as conditions of site plan approval.

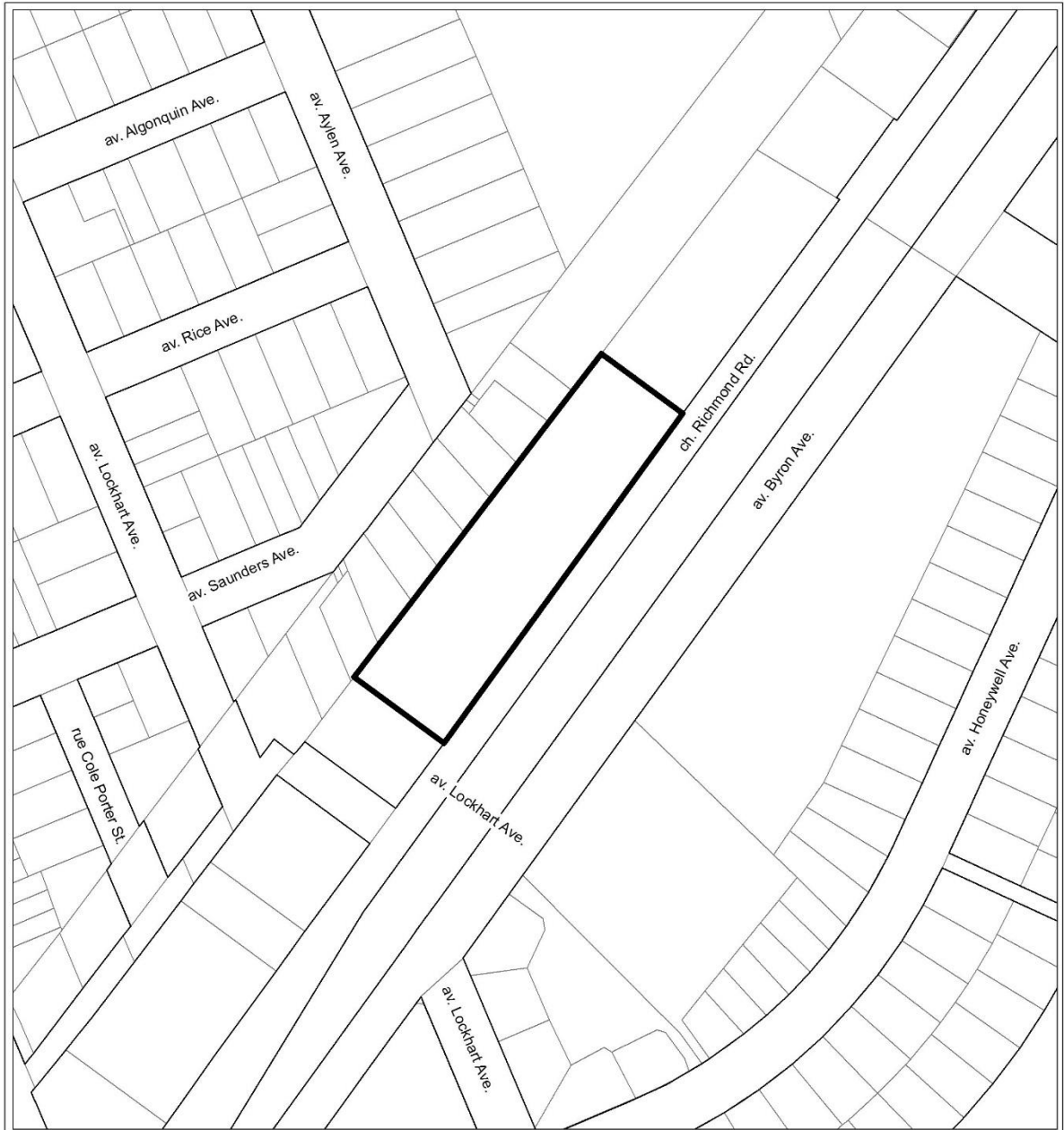
APPLICATION PROCESS TIMELINE STATUS




This Site Plan application was not processed by the On Time Decision Date established for the processing of an application that has Manager Delegated Authority due to the

complexity of the site plan applications and revisions made by the applicant.

Contact: Laurel McCreight Tel: 613-580-2424, ext.16587, fax 613-580-2576 or e-mail:
Laurel.McCreight@ottawa.ca

Document 1 – Location Map



		LOCATION MAP / PLAN DE LOCALISATION SITE PLAN / PLAN D'EMPLACEMENT	
D07-12-17-0135	17-1438-A		
I:\CO\2017\Site\RichmondRd851			
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REVISION / RÉVISION - 2017 / 10 / 23		 851 chemin Richmond Road	 <small>NOT TO SCALE</small>