

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

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Site Location: 125 Zaida Eddy Private (formerly known as 3 Booth Street, Block 211)

File No.: D07-12-19-0116

Date of Application: June 28, 2019

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This SITE PLAN CONTROL application submitted by Fotenn Planning + Design, on behalf of Windmill Dream Ontario Holdings LP., is APPROVED as shown on the following plans:

1. **Site Plan – Zibi Block 211**, Drawing No. A003, prepared by KPMB, dated June 7, 2019, revision 3 dated October 25, 2019.
2. **P2 Parking Level Plan – Zibi Block 211**, Drawing No. A004, prepared by KPMB, dated May 8, 2019, revision 3 dated October 25, 2019.
3. **Plan – P1 Parking Level – Zibi Block 211**, Drawing No. A005, prepared by KPMB, dated May 8, 2019, revision 3 dated October 25, 2019.
4. **Elevation – North – Zibi Block 211**, Drawing No. A012, prepared by KPMB, dated May 7, 2019, revision 3 dated October 25, 2019.
5. **Elevation – East – Zibi Block 211**, Drawing No. A013, prepared by KPMB, dated May 7, 2019, revision 3 dated October 25, 2019.
6. **Elevation – South – Zibi Block 211**, Drawing No. A014, prepared by KPMB, dated May 7, 2019, revision 3 dated October 25, 2019.
7. **Elevation – West – Zibi Block 211**, Drawing No. A015, prepared by KPMB, dated May 7, 2019, revision 3 dated October 25, 2019.
8. **Landscape Plan – Zibi Ontario Block 211**, Drawing No. L1.0, prepared by CSW, dated March 2019, revision 2 dated September 12, 2019.
9. **Details – Zibi Ontario Block 211**, Drawing No. L2.0, prepared by CSW, dated March 2019, revision 2 dated September 12, 2019.
10. **Existing Conditions Plan – Zibi Ontario – Block 211**, Drawing No. EX-1, prepared by DSEL, dated June 2019, revision 3 dated October 31, 2019.

11. **Grading Plan – Zibi Ontario – Block 211**, Drawing No. GP-1, prepared by DSEL, dated June 2019, revision 3 dated October 31, 2019.
12. **Site Servicing Plan – Zibi Ontario – Block 211**, Drawing No. SSP-1, prepared by DSEL, dated June 2019, revision 3 dated October 31, 2019.
13. **Site Servicing Plan – Zibi Ontario – Block 211**, Drawing No. SSP-2, prepared by DSEL, dated June 2019, revision 3 dated October 31, 2019.
14. **Erosion Control Plan – Zibi Ontario – Block 211**, Drawing No. EC-1, prepared by DSEL, dated June 2019, revision 3 dated October 31, 2019.
15. **Stormwater Management Plan – Zibi Ontario – Block 211**, Drawing No. SWM-1, prepared by DSEL, dated June 2019, revision 3 dated October 31, 2019.

And as detailed in the following reports:

1. **Traffic Noise Assessment, ZIBI Ontario- Block 211**, prepared by Gradient Wind Engineering Inc, Report: GWE19-097 – Traffic Noise, dated May 29, 2019.
2. **Comment Response Letter for Traffic Noise Assessment, ZIBI Ontario- Block 211**, prepared by Gradient Wind Engineering Inc, Report: GWE19-097 – Traffic Noise, dated September 10, 2019.
3. **Geotechnical Investigation, Updated Final Report, block 211** prepared for Windmill Dreams Ontario Holdings LLP, prepared by EXP Services Inc., Project Number: OTT-00250193-C0, dated November 19, 2019.
4. **Hydrogeological Investigation, Block 211** prepared for Windmill Dreams Ontario Holdings LLP, prepared by EXP Services Inc., Project Number: OTT-00250193-C0, dated June 14, 2019.
5. **Technical Memorandum for Servicing Brief, ZIBI Ontario, prepared for Windmill Dreams Developments**, prepared by David Schaffer Engineering Ltd, Project No. 19-1093, dated October 31, 2019.
6. **Zibi Phase 1: Transportation Impact Study (4 September 2015) Addendum No. 5 for Block 211**, prepared by Parsons, dated June 17, 2019.

And subject to the following Standard and Special Conditions:

#### **Requirements**

1. The Owner shall submit a certificate of insurance in a form satisfactory to the City. The certificate of insurance must be issued in favor of the City of Ottawa in an amount not less than five million dollars per occurrence, must contain an endorsement naming the City as an additional insured and an unconditional thirty days notice of any material change or cancellation of the policy.

1. Site Plan 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.

3. Designated Substance Survey

Prior to demolition of the existing building on the subject lands, the Owner shall submit the findings and recommendations for the proper handling and disposal of waste as identified in a designated substances survey, to the City. Such survey shall be to the satisfaction of the General Manager, Planning, Infrastructure and Economic Development Department and be in accordance with best management practices. The survey shall address but not be limited to:

- (a) *Asbestos on Construction Projects. (O.Reg 278/05);*
- (b) *Lead on Construction Projects (ISBN 0-7794-6774-4) made under the Occupational Health and Safety Act, R.S.O. 1990, c.O.1, as amended;*
- (c) *Registration Guidance Manual for Generators of Liquid Industrial and Hazardous Waste. (O.Reg 347);*
- (d) *Proposed Regulation Respecting Lead on Construction Projects made under the Occupational Health and Safety Act, R.S.O. 1990, c.01.1, as amended; and*
- (e) *Waste Management – PCBs. (O.Reg 362)*

4. Waste Reduction Workplan Summary

The Owner acknowledges and agrees, prior to the issuance of a building permit to prepare a waste reduction workplan summary for the construction project, as required by O. Reg 102/94, being "Waste Audits and Waste Reduction Work Plans" made under the *Environmental Protection Act*, RSO 1990, c E.19, as amended and provide a copy of said summary to 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 and pressure tanks or gravity tanks.

**6. Reinstatement of City Property**

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

**7. Construction Fencing**

The Owner shall install construction fencing, at its expense, in such a location as may be determined by the General Manager, Planning, Infrastructure and Economic Development.

**8. Completion of Works**

The Owner acknowledges and agrees that no building will 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, 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, the aforesaid Works are proceeding satisfactorily toward completion. The Owner shall obtain the prior consent of the General Manager, Planning, Infrastructure and Economic Development for such conveyance and/or occupancy in writing.

**Special Conditions for Site Plan Approval**

**9. Parkland Dedication**

The Owner acknowledges and agrees that the Zibi development includes two parks on lands owned by the National Capital Commission (NCC). These parks are being developed in coordination with the NCC and the City of Ottawa to provide parkland for the use of residents. Payment shall be deferred in accordance with the required

parkland dedication for the development as set out in the Stage Two Master Site Plan Approval.

**10. Lifting of Holding Provision**

The Owner acknowledges and agrees that final occupancy of the building will not be permitted until such time as the lifting of the applicable holding provisions are final and binding and that all appeals have been exhausted.

**11. Master Site Plan Control Application:**

The Owner acknowledges and agrees to comply all the conditions that are approved under file no. D07-12-14-0075 in relation with the approval of the file D07-12-19-0116.

**12. Exterior Elevation Drawings**

The Owner acknowledges and agrees to construct the proposed buildings in accordance with the approved Elevations Plans (Drawings A012, A013, A014, and A015). The Owner further acknowledges and agrees that any subsequent proposed changes to the approved exterior elevations will be subject to review and approval by the City's Urban Development Review Panel, with the final modified exterior elevation designs being subject to formal approval by the General Manager, Planning, Infrastructure and Economic Development Department. In this regard, the Owner shall submit any modified exterior building elevation plans that have been reviewed by the City's Urban Development Review Panel to the General Manager, Planning, Infrastructure and Economic Development Department for approval, and the Owner further acknowledges and agrees that such approved modified elevations will be included as part of this Agreement prior to issuance of any building permits for implementation of such modified exterior design plans.

**13. Transportation Study**

The Owner(s) has undertaken a Transportation Study for this site, prepared by Parsons, Zibi Phase 1: Transportation Impact Study (4 September 2015) Addendum No. 5 for Block 211 dated June 17, 2019 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.

**14. Species at Risk**

The Owner acknowledges and agrees to abide by all appropriate regulations associated with Provincial and Federal species at risk statutes.

#### **15. Impacts on Wildlife**

The Owner acknowledges and agrees to minimize impacts on wildlife in accordance with the City of Ottawa 2015 Protocol for Wildlife during Construction.

#### **16. Access Easement to City**

The Owner acknowledges and agrees it shall grant to the City, at the Owner's expense, a Blanket Easement over the lands, with the right and license of free, uninterrupted, unimpeded and unobstructed access to the City to enter on and to pass at any and all times, on, over, along and upon the lands with or without vehicles, supplies, machinery and equipment for all purposes necessary or convenient to construct, maintain, repair and replace the Private Watermains, Private Service Posts and fire hydrants at the Owner's expense. The Owner acknowledges and agrees that notwithstanding the rights granted to the City under the grant of easement, the Owner remains responsible at all times for the maintenance, inspection, alteration, repair, replacement and reconstruction of the utility in the said lands during their term of use. The Owner acknowledges and agrees to provide an electronic copy of the Transfer of Easement prior to the execution of this Agreement by the City, to the satisfaction of the City Clerk and Solicitor. All costs shall be borne by the Owner.

#### **17. 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.
- (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.
- (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.

#### **18. Inventory of Signs and Street Furniture**

Prior to the issuance of a commence work order, the Owner will provide an inventory of signs, furniture, and other moveable items within the City's right-of-way along the frontage of the site. Submission of an existing pavement marking and signage plan is required along all frontages prior to the issuance of a Commence Work Order.

#### **19. Snow Storage**

Any portion of the lands which is intended to be used for snow storage shall be shown on the approved Site Plan or as otherwise approved by the General Manager, Planning, Infrastructure and Economic Development Department. The grading and drainage patterns and/or servicing of the site shall not be compromised by the storage of snow. Snow storage areas shall be setback from property lines, foundations, fencing or landscaping a minimum of 1.5 metres. Snow storage areas shall not occupy driveways, aisles, required parking spaces or any portion of a road allowance.

#### **20. 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.

#### **21. 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.

## **22. 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.

## **23. 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.

## **24. 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. The Owner further agrees to obtain the required permit to the satisfaction of the General Manager, Planning, Infrastructure and Economic Development



## **25. Off-Site Contamination Management Agreement**

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

## **26. Site Lighting Certificate**

Prior to execution of the Site Plan Agreement, the Owner shall provide a certificate from an acceptable professional engineer, that the site lighting has been designed to meet the following criteria:

- (a) 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;
- (b) It must result in minimal light spillage onto adjacent properties. As a guideline, 0.5 fc is normally the maximum allowable spillage.

Upon completion of the Works, the Owner must provide certification satisfactory to the City that the site lighting has been constructed in accordance with the approved plans prior to the City releasing any associated securities.

## **27. Maintenance and Liability Agreement**

The Owner shall enter into a Maintenance and Liability Agreement for all plant and landscaping material, including pavers and bollards located within portions of the City's Booth Street right-of-way. The Maintenance and Liability Agreement shall be registered on title immediately after the registration of this Agreement. The Owner shall assume all maintenance and replacement responsibilities in perpetuity.

## **28. 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 including overhang private road(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 watermain, 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.

## **29. Below Grade Parking Areas and Depressed Driveways**

- (a) The Owner acknowledges and agrees that during major storm events, depressed driveways and below-grade parking areas may be subject to flooding due to drainage from the road allowance. The Owner further acknowledges and agrees that the City will not take responsibility for flooding claims. The Owner further acknowledges that it is recommended that backwater valves be installed on catch basins located in depressed driveways.
- (b) The Owner acknowledges and agrees that a notice-on-title respecting below grade parking areas and depressed driveways, as contained in Condition 35 hereinafter, shall be registered on title to the subject lands, at the Owner's expense, and a warning clause shall be included in all agreements of purchase and sale and lease agreements.

## **30. Notices on Title – All Units (Below Grade Parking and Depressed Driveways)**

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 advised that during major storm events, depressed driveways and below grade parking areas may be subject to flooding due to drainage from the road allowance. The Purchaser/Lessee further acknowledges being advised that the City of Ottawa will not take responsibility for flooding claims. Backwater valves are recommended for installation on catch basins located in depressed driveways."

"The Purchaser/Lessee covenants with the Vendor/Lessor that the above clauses, verbatim, shall be included in all subsequent agreements of purchase and sale, and lease agreements for the lands described herein, which covenant shall run with the said lands."

## **31. Requirement for a Grease Trap**

In accordance with the City's Sewer Use By-law, being By-law No. 2003-514, as amended, the Owner acknowledges and agrees to install a grease trap on the internal sanitary plumbing system when a restaurant is established on the lands.

### **32. 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.

### **33. Record of Site Condition**

Prior to issuance of the building permit for the superstructure, the Owner shall submit to the General Manager, Planning, Infrastructure and Economic Development 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, as amended ("O. Reg. 153/04") and acknowledged by the Ministry of Environment and Climate Change. The RSC shall confirm that all or part of the Lands will be suitable for the proposed use, 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.

### **34. Stormwater Works Certification**

Upon completion of all stormwater management Works including installation of the approved Stormceptor Model EF06, 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.

### 35. Water Plant

The Owner acknowledges and agrees that the water plant within the lands is a private watermain. The Owner further acknowledges and agrees that the private watermain and appurtenances thereto are to be maintained by the Owner at its own expense, in perpetuity. The Owner performing maintenance on critical infrastructure, such as private watermains and private fire hydrants, shall maintain adequate records as proof of having done so in accordance with applicable regulations, and that the records shall be retained for review by the City and or the Fire Department when requested.

### 36. Noise Impact Study

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

- (a) The building is 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:

"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's and the Ministry of the Environment's noise criteria."

and

"Purchasers/tenants are advised that despite the inclusion of noise control features in the development and within the building, sound levels due to increasing roadway traffic may, on occasion, interfere with some activities of the office, as the sound levels exceed the sound level limits of the City and the Ministry of the Environment, Conservation and Parks.

To help address the need for sound attenuation, this development includes:

- STC rated multi-pane glazing elements and spandrel panels for West façade conference room/private and general offices: STC 28
- STC rated exterior walls for West façade: STC 45

Air conditioning in the building will allow windows and exterior doors to remain closed, thereby ensuring that the indoor sound levels are within the sound level limits of the City and the Ministry of the Environment, Conservation and Parks.

To ensure that provincial sound level limits are not exceeded, it is important to maintain these sound attenuation features

and

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."

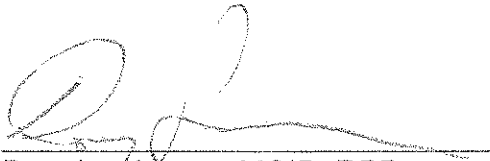
### **37. Certification Letter for Noise Control Measures**

- (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, Conservation and Parks) 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.

38. MOECP Environmental Compliance Approval

The Owner acknowledges and agrees to apply for an ECA certificate at his own cost for creating a new outlet to the Ottawa River. The Owner further agrees that an CWNL will not be issued unless the ECA certificate is received from the ministry.

December 13, 2017  
Date

  
\_\_\_\_\_  
Douglas James, MCIP, RPP  
Manager, Development Review, Central  
Planning, Infrastructure and Economic  
Development Department

Enclosure: Site Plan Control Application approval – Supporting Information

## **SITE PLAN CONTROL APPROVAL APPLICATION SUPPORTING INFORMATION**

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File Number: D07-12-19-0116

### **SITE LOCATION**

125, privé de la Zaida Eddy Private, and as shown on Document 1.

### **SYNOPSIS OF APPLICATION**

The City of Ottawa has received a Site Plan Control application to construct an eight (8) storey mixed-use building with two levels of underground parking.

The proposed development is located on the west side of Chaudiere Island, within the northeast portion of the Chaudriere West district. The site is also identified as Block 211. The new building would provide commercial space at-grade and office space from floors two (2) to eight (8).

The building will feature 15,164 square metres of gross floor area designated for office use, and 1,140 square metres of gross floor area designated as commercial space. Parking for the building would be provided below grade. The project is proposing 150 vehicle parking stalls and 124 bicycle parking stalls.

### **DECISION AND RATIONALE**

This application is approved for the following reasons:

- The site is designated Central Area in the Official Plan which permits a range of uses. The site is identified within the Area of Foreground Height Control. The proposed development is in keeping with the policies of the designation and identification.
- The proposed development is in keeping with the design criteria established by Sections 2.5.1 and 4.11 of the Official Plan in that it enhances the public realm and provides flexibility for ground-floor uses.
- The proposed development complies with the policies of the LeBreton Flats area in the Central Area Secondary Plan.



- The development of Block 211 complies with the Mixed-Use Downtown - MD5[2172] S332-h zoning provisions. The proposed retail, restaurant, and office uses are all permitted uses within the site-specific zone. The proposed building height of 33.7 metres complies with zoning schedule 332.
- Staff is of the opinion that the proposed development will contribute to the development and livability of the Central Area and Zibi community.

## 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 July 12, 2019.

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

### Summary

- The Panel unanimously supports the project and is very pleased with the response to the previous comments from the Panel. The Panel is of the opinion that the parti is strong and further clarified, and the proposed development fits nicely with the DNA of the Zibi Master Plan.
- The Panel finds the architectural design articulates the original ideas of relating the street and to the water quite well. The brick portion of the building is well grounded and acts like a crust, while the glass portion is softer and appears to float.
- In support of the architectural approach and massing, the Panel's larger concern is how this building can relate to Chaudière East Private and more specifically how the proposal can facilitate changing the character of this street to something special. The Panel finds this critical given the north-south connection through the building.

### Architectural Detail

- The Panel understands that the cladding material for the mechanical loft penthouse is still to be determined, but suggests a treatment that is light and complements the architectural expression from both short and long views.
- Consider aligning the mechanical penthouse with the reveal, and resolve it as a T shape in the elevation. Alternatively, it can work as a free shape, similar to what is proposed.
- Along Chaudière Private East, the Panel suggests exploring aligning the brick volume with the glass volume.
- The Panel is appreciative of the interpretation of the shadow and cornice lines from across the street. In addition, the Panel finds the reveals on the corners to be very successful, as well as the 9-inch reveals around the windows.

- The Panel finds the move to bring the red and black bricks into the building positive, and enhances the legibility of the parti from within the link.
- The Panel suggests bringing the brick up as far as the metal cornice, and extending the cladding from the lighter building onto the reveal.

### **Public Realm Considerations**

- It is the opinion of the Panel that the master plan document is a living document that can respond in time to an evolving context. The Panel believes that the proposed building fits well with the DNA of the master plan document.
- The Panel recommends setting back the future Building 213 from Booth Street to ensure views from Booth Street toward this proposed building when travelling north from Ottawa to Gatineau.
- Also recommended is a straight edge form for Building 213 in order to define the public space along Zaida Eddy Private, and relate the future public realm context along Zaida Eddy to this proposed building.
- The Panel suggests extending the woonerf across Chaudière East Private, which would help establish a precinct, and greatly improve the connection between the building and Union Park.

### **Amenity and Landscape**

- The Panel is supportive of the subtle yet elegant changes of the paving treatment along the north end of the site.
- The Panel sees great potential for indoor and outdoor wayfinding, the integration of public art, and the planting of indigenous grasses within the development.
- The Panel suggests landscaping the roof of the building, providing a canopy, and an exterior bar. This will provide opportunities for people to take advantage of fantastic views of city skylines, the Chaudière Falls, and the Gatineau hills.
- The Panel recommends that further study of the street tree planting is required, including the possible alignment of the trees to frame a continuous linear walking promenade. The study should consider the pedestrian experience on both Booth and Eddy.

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

- Review of building materials along the building facades, specifically the use of brick along the Booth Street façade.
- Although not directly related to the subject application, the comments from the panel regarding future development blocks are informative as the community continues to develop.

## **ROAD MODIFICATIONS**

There are no road modifications associated with this site plan control application.

## **CONSULTATION DETAILS**

### **Councillor's Concurrence**

Councillor Catherine McKenney is aware of Staff's recommendation.

### **Public Comments**

This application was subject to public circulation under the Public Notification and Consultation Policy. There was no public comment received online.

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

N/A

### **Advisory Committee Comments**

#### Summary of Comments – Advisory Committees

The Accessibility Advisory Committee wants to see clearly identified accessible parking spots.

#### Response to Comments – Advisory Committees

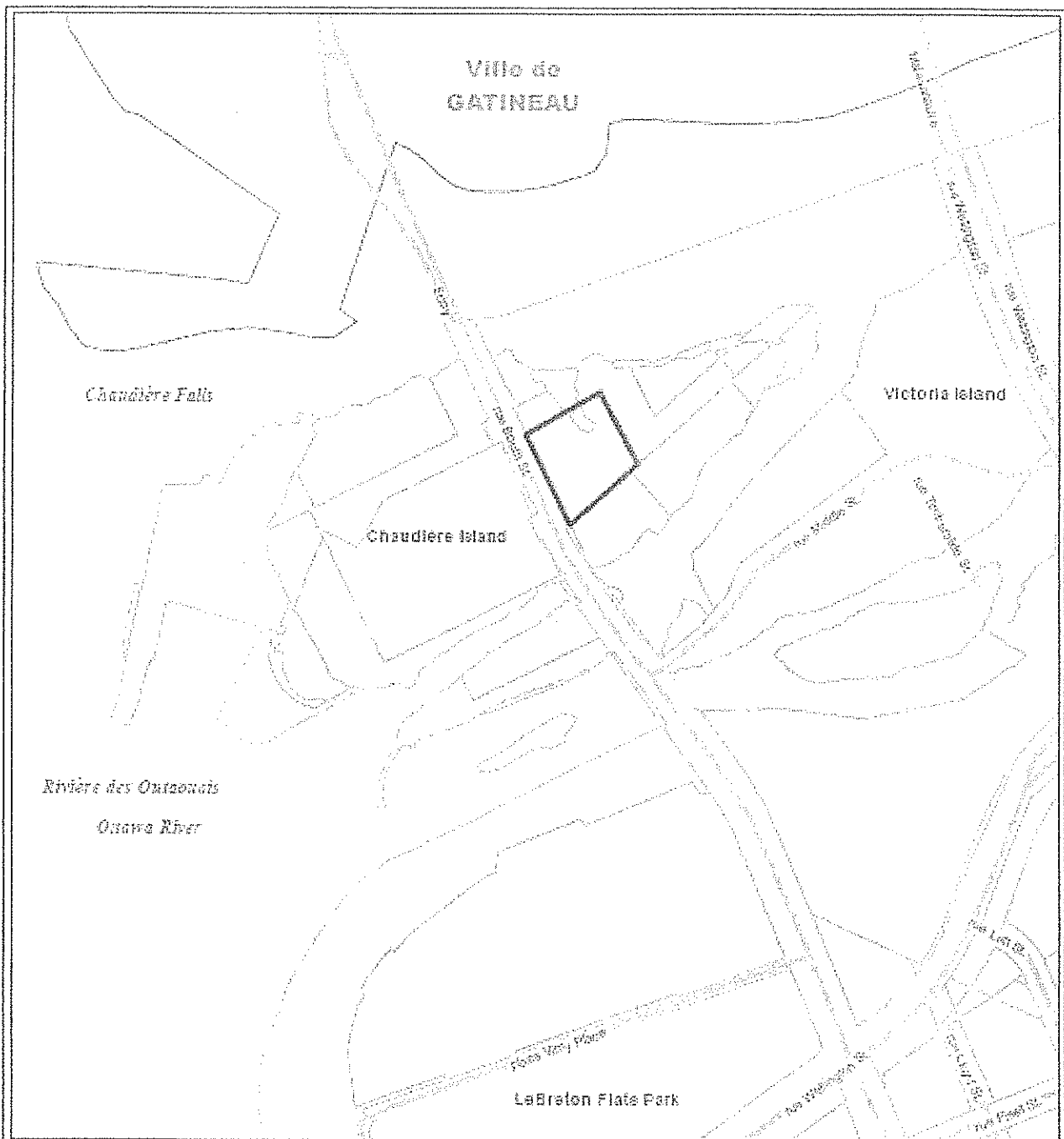
Parking level drawings have been revised accordingly to mark barrier free parking stalls, specifically drawing A005.

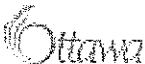

## APPLICATION PROCESS TIMELINE STATUS

This Site Plan application was processed by the On Time Decision Date established for the processing of an application that has Manager Delegated Authority.

**Contact:** Simon Deiaco Tel: 613-580-2424, ext. 15641, fax 613-580-2576 or e-mail: [Simon.Deiaco@ottawa.ca](mailto:Simon.Deiaco@ottawa.ca)

# Document 1 – Location Map



		<p>LOCATION MAP / PLAN DE LOCALISATION SITE PLAN / PLAN D'EMPLACEMENT</p> <p> 3 rue Booth Street</p>	
D07-12-19-0116	19-0773-B		
190092019/Site/Booth_3			
<p>CHANGEMENTS APPRÉHENDÉS PAR LE SERVICE DES TRAVAUX PUBLICS ET DES INFRASTRUCTURES PROJET DE TRAVAUX PUBLICS ET D'INFRASTRUCTURES</p> <p>CHANGEMENTS APPRÉHENDÉS PAR LE SERVICE DES TRAVAUX PUBLICS ET DES INFRASTRUCTURES PROJET DE TRAVAUX PUBLICS ET D'INFRASTRUCTURES</p>			
<p>REVISION / RÉVISION - 2019 / 07 / 15</p>			