

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

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Site Location: 8900 Jeanne d'Arc Boulevard North

File No.: D07-12-18-0143

Date of Application: September 24, 2018

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This SITE PLAN CONTROL application submitted by Paquette Planning Associates Ltd., on behalf of 6382924 Canada Inc., is APPROVED as shown on the following plan(s):

1. Site Plan , Petrie's Landing I – Phases 3 -5, Drawing No. A-100, prepared by Neuf Architect(e)s, dated July 18, 2018, revision J dated December 18, 2019.
2. Site Plan – Tower 3, Petrie's Landing I – Phases 3 – 5, Drawing No. A100.1, prepared by Neuf Architect(e)s, dated July 18, 2018, revision J dated December 18, 2019.
3. Site Plan – Tower 4, Petrie's Landing I – Phases 3 – 5, Drawing No. A100.2, prepared by Neuf Architect(e)s, dated July 18, 2018, revision J dated December 18, 2019.
4. Site Plan – Tower 5a, Petrie's Landing I – Phases 3 – 5, Drawing No. A100.3, prepared by Neuf Architect(e)s, dated July 18, 2018, revision J dated December 18, 2019.
5. Site Plan – Tower 5b, Petrie's Landing I – Phases 3 – 5, Drawing No. A100.4, prepared by Neuf Architect(e)s, dated July 18, 2018, revision J dated December 18, 2019.
6. Project Information Tables, Petrie's Landing I – Phases 3 – 5, Drawing No. A-102, prepared by Neuf Architect(e)s, dated May 10, 2019, revision D dated September 4, 2019.
7. Fire Dept. Site Plan, Petrie's Landing I – Phases 3 – 5, Drawing No. A-100b, prepared by Neuf Architect(e)s, dated January 17, 2020, revision A.
8. Pedestrian Plan, Petrie's Landing I – Phases 3 – 5, Drawing No. A-101, prepared by Neuf Architect(e)s, dated May 10, 2019, revision E dated December 19, 2019

9. Basement 1 – Tower 3, Petrie's Landing I – Phases 3 – 5, Drawing No. A202.1, prepared by Neuf Architect(e)s, dated July 18, 2018, revision J dated December 19, 2019.
10. Basement 1 – Tower 4, Petrie's Landing I – Phases 3 – 5, Drawing No. A202.2, prepared by Neuf Architect(e)s, dated July 18, 2018, revision J dated December 19, 2019.
11. Basement 1 – Tower 5a, Petrie's Landing I – Phases 3 – 5, Drawing No. A202.3, prepared by Neuf Architect(e)s, dated July 18, 2018, revision H dated September 4, 2019.
12. Basement 1 – Tower 5b, Petrie's Landing I – Phases 3 – 5, Drawing No. A202.4, prepared by Neuf Architect(e)s, dated July 18, 2018, revision E dated September 4, 2019.
13. Basement 2 – Tower 3, Petrie's Landing I – Phases 3 – 5, Drawing No. A201.1, prepared by Neuf Architect(e)s, dated July 18, 2018, revision J dated December 19, 2019.
14. Basement 2 – Tower 4, Petrie's Landing I – Phases 3 – 5, Drawing No. A201.2, prepared by Neuf Architect(e)s, dated July 18, 2018, revision J dated December 19, 2019.
15. Basement 2 – Tower 5a, Petrie's Landing I – Phases 3 – 5, Drawing No. A201.3, prepared by Neuf Architect(e)s, dated July 18, 2018, revision H dated September 4, 2019.
16. Basement 2 – Tower 5b, Petrie's Landing I – Phases 3 – 5, Drawing No. A201.4, prepared by Neuf Architect(e)s, dated July 18, 2018, revision E dated September 4, 2019.
17. Basement 3 – Tower 5a, Petrie's Landing I – Phases 3 – 5, Drawing No. A200.1, prepared by Neuf Architect(e)s, dated July 18, 2018, revision H dated September 4, 2019.
18. Basement 3 – Tower 5b, Petrie's Landing I – Phases 3 – 5, Drawing No. A200.2, prepared by Neuf Architect(e)s, dated July 18, 2018, revision E dated September 4, 2019.
19. General Elevations, Petrie's Landing I – Phases 3 – 5, Drawing No. A400, prepared by Neuf Architect(e)s, dated July 18, 2018, revision H dated September 4, 2019.
20. Elevations Phase 3, Petrie's Landing I – Phases 3 – 5, Drawing No. A401, prepared by Neuf Architect(e)s, dated July 18, 2018, revision H dated September 4, 2019.

21. Elevations Phase 3, Petrie's Landing I – Phases 3 – 5, Drawing No. A402, prepared by Neuf Architect(e)s, dated July 18, 2018, revision H dated September 4, 2019.
22. Elevations Phase 4, Petrie's Landing I – Phases 3 – 5, Drawing No. A403, prepared by Neuf Architect(e)s, dated July 18, 2018, revision H dated September 4, 2019.
23. Elevations Phase 4, Petrie's Landing I – Phases 3 – 5, Drawing No. A404, prepared by Neuf Architect(e)s, dated July 18, 2018, revision H dated September 4, 2019.
24. Elevations Phases 5a & 5b, Petrie's Landing I – Phases 3 – 5, Drawing No. A405, prepared by Neuf Architect(e)s, dated July 18, 2018, revision H dated September 4, 2019.
25. Elevations Phases 5a & 5b, Petrie's Landing I – Phases 3 – 5, Drawing No. A406, prepared by Neuf Architect(e)s, dated July 18, 2018, revision H dated September 4, 2019.
26. Elevations Phases 5a & 5b, Petrie's Landing I – Phases 3 – 5, Drawing No. A407, prepared by Neuf Architect(e)s, dated July 18, 2018, revision H dated September 4, 2019.
27. Elevations Phases 5a & 5b, Petrie's Landing I – Phases 3 – 5, Drawing No. A408, prepared by Neuf Architect(e)s, dated July 18, 2018, revision H dated September 4, 2019.
28. Landscape Plan, Petries Landing 1, Towers 3.4.5, Drawing No. L1.02, dated June 2018, prepared by Levstek Consultants Inc. Revision 6 dated January 6, 2020.
29. Landscape Plan, Petries Landing 1, Towers 3.4.5, Drawing No. L1.01, dated June 2018, prepared by Levstek Consultants Inc. Revision 4 dated August 22, 2019.
30. Site Servicing Plan: Towers 3 & 4, Petrie's Landing I – Phases 3-5, Drawing No. C100, prepared by exp Services Inc., dated July 18, 2018, Revision 7 dated July 30, 2019.
31. Site Servicing Plan: Towers 5a & 5b, Petrie's Landing I – Phases 3-5, Drawing No. C101, prepared by exp Services Inc., dated July 18, 2018, Revision 7 dated July 30, 2019.
32. Site Grading Plan: Towers 3 & 4, Petrie's Landing I – Phases 3-5, Drawing No. C200, prepared by exp Services Inc., dated July 18, 2018, Revision 7 dated July 30, 2019.
33. Site Grading Plan: Towers 5a & 5b, Petrie's Landing I – Phases 3-5, Drawing No. C201, prepared by exp Services Inc., dated July 18, 2018, Revision 7 dated July 30, 2019.

34. Construction Access Plan Towers 3 & 4, Petrie's Landing I – Phases 3-5, Drawing No. C202, prepared by exp Services Inc., dated July 18, 2018, Revision 8 dated August 13, 2019.
35. MUP Grading Plan – Petrie's Landing I – Phases 3-5, Drawing No. C203, prepared by exp Services Inc., dated July 18, 2018, Revision 7 dated July 30, 2019.
36. MUP Grading Plan – Petrie's Landing I – Phases 3-5, Drawing No. C204, prepared by exp Services Inc., dated July 18, 2018, Revision 7 dated July 30, 2019.
37. Erosion & Sediment Control Plan Towers 3 & 4 – Petrie's Landing I – Phases 3-5, Drawing No. C300, prepared by exp Services Inc., dated July 18, 2018, Revision 7 dated July 30, 2019.
38. Erosion & Sediment Control Plan Towers 5a & 5b – Petrie's Landing I – Phases 3-5, Drawing No. C301, prepared by exp Services Inc., dated July 18, 2018, Revision 7 dated July 30, 2019.
39. Storm Drainage Plan – Petrie's Landing I – Phases 3-5, Drawing No. C400, prepared by exp Services Inc., dated July 18, 2018, Revision 7 dated July 30, 2019.
40. Storm Ponding Plan, Towers 3 & 4 – Petrie's Landing I – Phases 3-5, Drawing No. C401, prepared by exp Services Inc., dated July 18, 2018, Revision 7 dated July 30, 2019.
41. Storm Ponding Plan, Towers 5a & 5b – Petrie's Landing I – Phases 3-5, Drawing No. C402, prepared by exp Services Inc., dated July 18, 2018, Revision 7 dated July 30, 2019.
42. Detail Sheet, Petrie's Landing I – Phases 3-5, Drawing No. C700, prepared by exp Services Inc., dated July 18, 2018, Revision 7 dated July 30, 2019.
43. Electrical Site Plan, Petrie's Landing I – Phase 3 -5, Drawing No. E1, prepared by Goodkey Weedmark Consulting Engineers, dated May 2019, Revision 0 dated February 5, 2020.

And as detailed in the following report(s):

1. **Geotechnical Investigation, Proposed Hi-Rise Buildings, Towers 3, 4 and 5 – Petrie's Landing, 8900 Jeanne d'Arc Boulevard**, prepared by Paterson Group, dated September 14, 2018.
2. **Geotechnical investigation, Proposed Hi-Rise Buildings, Towers 3, 4 and 5 – Petrie's Landing, 8900 Jeanne d'Arc Boulevard**, prepared by Paterson Group dated May 9, 2019.

3. **Geotechnical Investigation – Proposed Hi-Rise Building Tower 3, 4, 5A & 5B**, prepared by Paterson Group, dated July 18, 2019.
4. **Site Servicing & Storm Water Management Report**, prepared by exp Services Inc., dated July 2019.
5. **Slope Stability Assessment Report (SSAR), Proposed Multi-Storey Buildings, Towers 3 and 4, Petrie's Landing, Inlet Private**, prepared by Paterson Group Inc. Consulting Engineers, dated April 29, 2019.
6. **Slope Stability Assessment Report (SSAR), Proposed Multi-Storey Buildings, Towers 3, 4, 5a and 5b, Petries Landing, Inlet Private**, prepared by Paterson Group Inc. Consulting Engineers, dated September 23, 2019.
7. **Review of Erosion Hazard Limits, Ottawa River at Inlet Private and Jeanne D'Arc Blvd North**, prepared by GEO Morphix Ltd., dated October 16, 2019.
8. **Landslide Risk Assessment – Proposed Multi-Storey Building Complex, Petries Landing - Inlet Private**, prepared by Paterson Group Inc. Consulting Engineers, dated October 16, 2019.
9. **Proposed Multi-Storey Buildings, Towers 3, 4, 5a and 5b, Petrie's Landing Inlet Private, Slope Stability Assessment Report (SSAR) Third Party Review**, prepared by Geo of Global Studio Technical and Commercial Advantage, dated October 28, 2019.
10. **Proposed Multi-Storey Building, Towers 3, 4, 5a and 5b, Petrie's Landing Inlet Private – Ottawa Slope Stability Assessment**, prepared by Global Studio Technical and Commercial Advantage, dated November 4, 2019.
11. **Environmental Impact Statement and Tree Conservation Report: Towers 3, 4 and 5a and 5b, 8900 Jeanne d'Arc Boulevard North**, prepared by Bowfin Environmental Consulting Inc., dated September 2018, updated December 2019.
12. **Traffic Noise Assessment, Petrie's Landing I -Towers 3, 4 & 5**, prepared by Gradient Wind Engineering Inc., dated July 17, 2018.
13. **Traffic Noise Study Addendum, Comment Response Letter, Petrie's Landing I – Towers 3, 4 & 5**, prepared by Gradient Wind Engineering Inc., dated December 20, 2019.
14. **Transportation Impact Assessment: Petrie's Landing I – Towers 3 to 5**, prepared by Parsons, dated July 22, 2019.
15. **Phase One Environmental Site Assessment Undeveloped Property: 8900 Jeanne d'Arc Boulevard and 100 Inlet Private**, prepared by GHD, dated July 12, 2018.

16. **Pedestrian Level Wind Study: Petrie's Landing I – Towers 3, 4 & 5**, prepared by Gradient Wind Engineering Inc., dated July 17, 2018.
17. **Petrie's Landing Condominium: Clarification of the design live loads from vehicles of underground parking structures**, prepared by Pasquin St-Jean et Associés, dated May 4, 2016.
18. **Petrie's Landing Condominiums: Clarification of vehicle live loads above underground parking structures**, prepared by Leroux Cyr Solutions structurales, dated November 29, 2019.
19. **Stage 1 & 2 Archaeological Assessment, Brigil Homes, Part Lots 29 & 29, Former Township of Cumberland, Russell County, City of Ottawa**, prepared by Golder Associates, dated July 18, 2013.

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

**Standard Conditions:**

1. **Execution of Agreement Within One Year**

The Owner shall enter into this Site Plan Control Agreement, including all standard and special conditions, financial and otherwise, as required by the City. In the event that the Owner fails to sign this Agreement and complete the conditions to be satisfied prior to the signing of this Agreement within one (1) year of Site Plan approval, the approval shall lapse.

2. **Prior to Site Plan Agreement**

The Owner acknowledges and agrees that all terms and conditions of the Site Plan Agreement with \_\_\_\_\_, registered as Instrument No. \_\_\_\_\_ on \_\_\_\_\_, and the Amending Site Plan Agreement with the \_\_\_\_\_, registered as Instrument No. \_\_\_\_\_ on \_\_\_\_\_, are reconfirmed and are in full force and effect except as otherwise varied or amended in this Agreement. The Owner further acknowledges and agrees that the relevant portion of the Approved Plans referenced in Schedule "E" hereto shall supercede and replace and/or be in addition to, as the case may be, the relevant sections of the corresponding Plans contained in the previous Site Plan Agreement(s).

3. 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, Economic and Infrastructure Department.

4. **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.

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. **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.

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, Infrastructure and Economic Development. 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 and multi-use pathways, at the sole expense of the Owner, to the satisfaction of the General Manager, Planning, Infrastructure and Economic Development.

9. Snow storage shall not interfere with approved grading and drainage patterns or servicing. 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.

10. The Owner covenants and agrees that on completion of all stormwater management Works, the Owner shall provide certification to the City through a professional engineer that all measures have been implemented in conformity with the approved plans and Design Brief.

11. The Owner agrees that the parking areas (and entrances) shall have barrier curbs and shall be constructed in accordance with a design professional and approved by the General Manager, Planning, Infrastructure and Economic Development.

12. The Owner shall have competent professional engineering inspection personnel on-site during the period of construction and the General

Manager, Planning, Infrastructure and Economic Development shall have the right at all times to inspect the installation of the Works. Should it be found in the sole opinion of the General Manager, Planning and Growth Management 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 approved plans or specifications and in accordance with good engineering practice, then the General Manager, Planning and Growth Management Department order all work in the project to be stopped.

13. The Owner acknowledges and agrees that while under construction, any water discharged to the sanitary sewer due to dewatering shall meet the requirements of the City of Ottawa Sewer Use By-law.
14. The Owner shall be required to install construction fencing at its expense, in such a location as may be determined by the General Manager, Planning, Infrastructure and Economic Development.

15. **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, 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, 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 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, Infrastructure and Economic Development, 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.

16. **School Accommodation**

- (a) The Owner acknowledges and agrees to inform prospective purchasers 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 by directing students to schools outside their community.

- (b) The Owner acknowledges and agrees that a notice-on-title respecting school accommodation concerns, as contained in Clause [REDACTED] 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.

**17. 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 advised that the Ottawa-Carleton District School Board has pupil accommodation concerns for this dwelling unit. The Purchaser/Lessee agrees to inform prospective purchasers or tenants in all subsequent agreements of purchase and sale and lease agreements that school accommodation pressures exist in the Ottawa-Carleton District School Board, which are currently being addressed by the utilization of portable classrooms and/or by directing students to school outside their community."

"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."

**Special Conditions**

- 18. The Owner acknowledges and agrees that this approval applies to the construction of three apartment buildings and associated works, and that the development of the Site is to occur in four phases, with each apartment building and its associated works constituting a phase – except for Tower 5, which will constitute as two phases, 5a and 5b, as shown on the approved plans. The Owner acknowledges that the approval extends for a period of 36 months. Prior to the lapsing of the initial approval, the Owner agrees to apply to the City to extend such approval for subsequent periods not exceeding one year until such a time as all four phases are completed. The Owner acknowledges and agrees that any deviations from the approved plans, including the exterior elevations, may require the submission of an application for site plan control approval to amend the approved plans, reports and conditions.
- 19. The Owner acknowledges and agrees that the development of the Site is to be developed in phases, with Phase One consisting of the construction of

Tower "3" and associated access roadway and surface and underground parking garage, and landscaping, as identified on the approved site plans. The extent of servicing and landscaping works for each phase shall be provided to the satisfaction of the General Manager, Planning, Infrastructure and Economic Development, and the City shall not be bound to issue building permits for each subsequent phase prior to receiving the required securities. The Owner further acknowledges and agrees that no work shall take place on the lands for any of the subsequent phases of the development without first obtaining all required approvals from Municipal or Provincial authorities.

20. The Owner acknowledges and agrees to remit to the City the securities and fees for Phase One of development in accordance with Schedule "B" of the Site Plan Agreement prior to the registration of the amending Site Plan Control Agreement, and, further, to remit the applicable securities and fees for each subsequent phase of development to the General Manager, Planning, Infrastructure and Economic Development, prior to the issuance of a building permit for each subsequent phase, save and except for Phases 3 and 4. The securities and fees for Phases 3 and 4 shall be remitted to the General Manager, Planning, Infrastructure and Economic Development, prior to the issuance of a building permit for Phase 3. The Owner acknowledges that prior to the issuance of a building permit for each subsequent phase, the City may re-calculate the amount of the securities and fees payable for that phase.
21. The Owner acknowledges and agrees that the City will not reduce the Letter of Credit for Phase 1 beyond \$200,000.00 until the subsequent Letter of Credit for the subsequent phase is provided. The Owner further agrees the provision of phased securities will be done so as described above, by retaining \$200,000.00 until the subsequent Letter of Credit is provided, in accordance with Schedule C herein and to the satisfaction of the General Manager, Planning, Infrastructure and Economic Development.
22. The Owner acknowledges and agrees that the City will not reduce the Letter of Credit for Phase 2 beyond \$200,000.00 until the subsequent Letter of Credit for the subsequent phase is provided. The Owner further agrees the provision of phased securities will be done so as described above, by retaining \$200,000.00 until the subsequent Letter of Credit is provided, in accordance with Schedule C herein and to the satisfaction of the General Manager, Planning, Infrastructure and Economic Development.
23. The Owner acknowledges and agrees to maintain the areas of the Site reserved for future Towers 3, 4 and 5, and associated Works, as identified on the approved site plan, at all times. Such areas shall be cleared of any debris, graded, seeded where required, and maintained on a regular basis.
24. Should the interim period between the issuance of an occupancy permit for one building and the issuance of a building permit for the next building exceed one year, the Owner acknowledges and agrees to install a poured

concrete barrier curb across the terminus of the main on-site private roadway. The on-site roadway shall be extended sufficiently to permit the three-point turning movements of service and delivery vehicles.

25. **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 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.
- (b) The Owner shall file with the General Manager, Planning, Infrastructure and Economic Development, 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 lands 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.
- (d) The Owner acknowledges and agrees that the Joint Use, Maintenance and Liability Agreement shall include a clause that transfers all legal and financial obligations required under the Joint Use, Maintenance and Liability Agreement to future owners, successors and assigns in title of the subject lands.

26. The Owner agrees and acknowledges that they shall enter into a JUMA with the City of Ottawa for the infrequent drainage discharge of major system flows from towers 1 to 5 inclusive and existing JUMA(s) will be updated to reflect current conditions.

27. **On-Site Parking - Notice on Title**

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

“The Purchaser/Lessee covenants with the Vendor/Lessor that the above clause, 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.”

**28. Slope Stability**

The Owner shall have a Professional Structural Engineer and a Soils Engineer, licensed in the Province of Ontario to inspect and confirm the constructed retaining walls have been constructed in accordance with the approved Slope Stability Analysis Report and the Approved Retaining Wall Plan.

**29. 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 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.

**30. 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, Conservation and Parks.

### **Environmental Conditions**

31. The Owner acknowledges and agrees to abide by all appropriate regulations associated with Provincial and Federal statutes for the protection of wildlife, including migratory birds and species at risk. The owner further agrees to ensure that all contractors are to be aware of the potential Species at Risk in the vicinity of the site including butternut and that wildlife protection and mitigation measures during construction are detailed in the City's Protocol for Wildlife Protection during Construction (City of Ottawa 2015). Any Species at Risk sightings are to be immediately reported to the project manager, project biologist and the Ministry of Environment, Conservation and Parks (or the appropriate Provincial Ministry administering the Endangered Species Act), and immediately suspend work that may impact the species or its habitat. Contact information for the project biologist must be updated and kept on-site during construction.
32. The Owner acknowledges and agrees to identify and delineate the trees to be protected adjacent to the tower 3 on the subject property and install fencing to protect them. The owner, with City Staff present on site, will identify the critical root zone (CRZ) of the protected trees. The CRZ is 10 times the diameter at breast height (1.2m above the ground) of protected trees. Soil and root disturbance is not permitted within the CRZ. The owner will erect sturdy fencing, at least 1.2 m in height along the CRZ's boundary that will be maintained during the entire construction of the project. Signs will be posted on the fencing that identifies the critical root zone protection area of retained trees and it shall not be moved.
33. The Owner acknowledges and agrees that prior to any site works, construction, grading, site alteration or vegetation removal within the Critical Root Zone of the trees along the edge of the Urban Natural Feature, the proponent must have a City Forestry representative on-site to assess and evaluate potential impacts and provide guidance to avoid or mitigate impacts. This shall be to the satisfaction of the General Manager, Planning, Infrastructure and Economic Development.

### **RVCA's Conditions**

34. That prior to registration of the Site Plan agreement, confirmation must be received that any and all outstanding fees in relation to the RVCA's review of the Site Plan Control application have been paid. This is to be to the satisfaction of the RVCA.
35. That the Site Plan agreement contain wording to the satisfaction of the Rideau Valley Conservation Authority and the City of Ottawa whereby:
  - a. The Owner acknowledges and agrees to implement all of the recommendations in the accepted geotechnical reports:

- i. *“Geotechnical Investigation – Proposed Hi-Rise Buildings, Towers 3, 4 and 5 – Petries Landing, 8900 Jeanne D’Arc Boulevard, Ottawa, Ontario”* dated September 14th, 2018, prepared by Paterson Group Inc. Consulting Engineers
  - ii. *“Slope Stability Assessment Report (SSAR) – Proposed Multi-Storey Buildings, Towers 3, 4, 5a and 5b, Petries Landing, Inlet Private, Ottawa”, (Revision 2)* dated September 23rd, 2019, prepared by Peterson Group Inc. Consulting Engineers.
  - iii. *“Geotechnical Response to Peer Review Comments – Proposed Multi-Storey Buildings, Towers 3, 4, 5a and 5b, Inlet Private, Ottawa”* dated October 16th, 2019, prepared by Paterson Group Inc. Consulting Engineers,
  - iv. *“Review of Erosion Hazard Limits, Ottawa River at Inlet Private and Jeanne D’Arc Blvd North, City of Ottawa, Ontario, GEO Morphix Project No. 19089”* dated October 16th, 2019, prepared by GEO Morphix Ltd.
  - v. *“Landslide Risk Assessment – Proposed Multi-Storey Building Complex, Petries Landing, Inlet Private, Ottawa, Ontario”* dated October 16th, 2019, prepared by Paterson Group Inc. Consulting Engineers.
- b. The Owner acknowledges and agrees to implement all of the recommendations in the EIS “Environmental Impact Statement and Tree Conservation Report – Towers 3, 4 and 5a and 5b, 8900 Jeanne d’Arc Boulevard North, Cumberland Ward, Ottawa, Ontario”, dated September 2018 (updated May 2019), prepared by Bowfin Environmental Consulting Inc.
  - c. The Owner acknowledges and agrees that the entire property is within the 120 metre adjacent lands of the Petrie Island Provincially Significant Wetland. Any development on the site requires the RVCA's prior written approval under Ontario Regulation 174/06 "Development, Interference with Wetlands and Alterations to Shorelines and Watercourses Regulation" made pursuant to Section 28 of the Conservation Authorities Act.
  - d. That the Site Plan agreement contain a clause with wording to the satisfaction of the Conservation Partners and the City of Ottawa whereby the Owner acknowledges and agrees that prior to commencement of construction (clearing, grubbing, roads, utilities, any off-site works, etc.) the owner shall:
    - i. Have an erosion and sediment control plan prepared by a professional engineer in accordance with current best management practices,
    - ii. Have this plan approved by the City of Ottawa, and
    - iii. Provide certification to the City of Ottawa and the Conservation Partners by a professional engineer that the plan has been implemented.

36. That prior to the commence work notification, the Owner must have obtained approval from the Rideau Valley Conservation Authority under Ontario Regulation 174/06 "Development, Interference with Wetlands and Alterations to Shorelines and Watercourses Regulation" made pursuant to Section 28 of the Conservation Authorities Act for the proposed towers and associated parking,/grade changes.

### **Approvals**

37. The Owner acknowledges and agrees that if dewatering is required in excess of 50,000 litres per day on site for approved works that they shall apply to the MOECC for a dewatering activity discharge approval. Furthermore, all cost shall be borne by the Owner.
38. The Owner shall be required to enter into a maintenance and liability agreement for all plant and landscaping material placed in the City right-of-way and the Owner shall assume all maintenance and replacement responsibilities in perpetuity.
39. The Owner acknowledges and agrees that the placement of garbage containers on pick up day shall not interfere with the Fire Route or required parking spaces.
40. The Owner acknowledges and agrees that the Water Plant within the lands is a Private Watermain and appurtenances to be maintained by the Owner. The Owner performing maintenance on critical infrastructure, such as private watermains 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.

### **Contaminants**

41. The Owner agrees and acknowledges that should buried materials such as concrete and asphalt or undesirable cobbles and materials be excavated on site they shall be removed from the excavations and be removed off site as per the direction of the on-site geotechnical engineer.

### **Inspection**

42. The Owner shall have competent professional engineering inspection personnel on-site during the period of construction and the General Manager, Planning, Infrastructure & Economic Development Department shall have the right at all times to inspect the installation of the Works. Should it be found in the sole opinion of the General Manager, Planning, Infrastructure & 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 approved plans or specifications and in accordance with good engineering practice, then the General Manager, Planning, Infrastructure & Economic Development Department may order all work in the project to be stopped.

### **Access to the City**

43. The Owner shall grant to the City a Blanket Easement over the lands, with

the right and licence of free, uninterrupted, unimpeded and unobstructed access to the City, its servants, agents, contractors, and sub-contractors, 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 Watermains, 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.

#### **Parkland Conditions**

44. Prior to the registration of the Site Plan Agreement, the Owner agrees to pay Cash in Lieu of Parkland of \$647,574.43 for Towers 3, 4, 5a and 5b as set out in the following parkland tracking table. The amount represents 10% of the assessed value of the lands for each tower, except for Towers 5a and 5b where the commercial component has been considered for the lower 2% rate on a proportionate basis, plus the Appraisal Services Fee of \$500 plus \$65 HST for a total of \$565.00. The City will direct sixty percent to Ward 1, via City account number 830290, and forty percent to the City-Wide Cash-in-Lieu-of-Parkland account number 830015. This shall all be to the satisfaction of the General Manager, Parks, Recreation and Cultural Services. The Owner acknowledges and agrees that should this site plan agreement lapse prior to all buildings being built and a new site plan agreement is sought, parkland dedication will be recalculated and revised in accordance with dedication rates and conditions applicable at that time.

	CIL previously paid	Parkland Dedication owing	Amount based on:	SP area & Calculation used
Tower 1	\$116,020		Representing 25% of total due on approval of first 4 towers on SPA	SPA (OC768565-JE-6383009) Taken at 1.2ha per 1000 persons with 627 persons occupying the 4 towers, so 156.75 persons = 0.1881 ha.
Tower 2	\$66,302		10% of area of SP for Tower 2.	SPA D07-12-13-0248. SP area is 6,844.1 m2. 10% = 0.068441 ha
Tower 3 (Residential)		Land value of 565.99 m2 is <b>\$134,029.84</b>  (@ \$22.00 per sq ft)	10% Land Area on site plan associated with Tower 3	Land Area is: 5,659.9 m2 10% is <b>565.99 m2</b>
Tower 4 (Residential)		Land value of 611.25 m2 is <b>\$144,747.69</b>  (@ \$22.00 per sq ft)	10% Land Area on site plan associated with Tower 4	Land Area is: 6,112.5 m2 10% is <b>611.25 m2</b>
Tower 5a		Land value of	% Land Area	Land Area is: 7750.52 m2



(Mixed Use)		766.75 m2 or <b>8,253.22 sq ft</b> is \$247,596.60  (@ \$30 per sq ft)	associated with Tower 5a: considering commercial and residential portions.	Calculation: Total floor plan area: 29,842.9 m2 Commercial portion: 400m2 or 1.34% of total floor plan area. Residential portion: 30 storeys of 981.43 = 29,442.9 or 98.66 % of total floor plan area.  1.34% of 7750.52 = 103.86 m2 x 2% for the commercial component and 98.66% of 7750.52 = 7,646.66 m2 x 10% for the residential component.  2.08 m2 + 764.67m2 = <b>766.75 m2</b>
Tower 5b (Mixed Use)		Land value of 375.33 m2 or <b>4,040.01 sq ft</b> is \$121,200.30  (@ \$30 per sq ft)	% Land Area associated with Tower 5a: considering commercial and residential portions.	Land Area is: 3909.634 m2  Calculation: Total floor plan area: 21,710.03 m2 Commercial portion: 1,100m2 or 5% of total floor plan area. Residential Portion: 21 storeys of 981.43m2 = 20,610.03m2 or 95.% of total floor plan area  5% of 3,909.634 = 195.48 m2 x 2% for the commercial component and 95% of 3,909.634 = 3,714.15 m2 x 10% for the residential component.  3.91m2 + 371.42m2 = <b>375.33m2</b>
<b>Total for Towers 3, 4, 5a &amp; 5b</b>		\$134,029.84 + \$144,747.69 + \$247,596.60 + \$121,200.30 = <b>\$647,574.43</b>  (+ Appraisal Fee + HST)		Site Plan Agreement D07-12-18- 0143

### Elevations

45. The Owner acknowledges and agrees to construct the proposed buildings in accordance with the approved Elevations Plans, referenced in Schedule "E" herein. The Owner further acknowledges and agrees that any subsequent proposed changes to the approved exterior elevations can be subject to review and approval by the City's Urban Design Review Panel, with the final modified exterior elevation designs being subject to formal approval by the General Manager, Planning, Infrastructure and Economic Development. In this regard, the Owner shall submit any modified exterior building elevation

plans that have been reviewed by the City's Urban Design Review Panel to the General Manager, Planning, Infrastructure and Economic Development 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.

#### **MUP Conditions**

46. The Owner acknowledges and agrees that the Owner shall post 100% of the securities for the MUP and construct the MUP on City lands to connect this planned unit development to the realigned Trim Road, as shown in the approved drawings. The construction of the MUP shall be divided into two phases. Phase one is the portion directly south of the subject lands, spanning between the west and east property line of 8900 Jeanne d'Arc Boulevard and Inlet Private that contains the lands for Towers 1 through 5. Phase one will be constructed within the next three years of registration, to the satisfaction of Planning, Infrastructure and Economic Development. Once City inspection is completed and satisfied, the securities will be refunded for the first phase.
47. Phase two shall be the segment abutting west of the subject lands and connecting to the realigned Trim Road MUP. The Owner acknowledges and agrees that Phase two will be constructed by the Owner, to the satisfaction of Planning, Infrastructure and Economic Development and Light Rail Office. Detailed design plans are to be submitted to PIED for its review and approval prior to Phase 2's construction. The timing of the detailed design plans' submission to PIED is to occur once the detailed design drawings of the realigned Trim Road is made available to the Owner. All this shall be at the cost of the Owner. The City will not incur any cost for the preparation of the plans and the construction of the Phase 2 MUP.

Once construction is completed by the Owner, City inspection is to be satisfied that the construction has been built to City standards, after which the securities will be refunded for Phase 2. Coordination of the construction shall be to the satisfaction of the City's PIED.

48. The Owner acknowledges and agrees that if piles or structural shoring is necessary for construction, the Owner shall be responsible to have a Pre and Post Inspection Survey carried out by a Professional Engineer licensed in the province of Ontario.

A pre-post inspection survey shall be prepared for all buildings, parking structures, utilities, infrastructure and stormwater facilities within 75 metres of the location where piling placement is to occur. The standard inspection procedure shall include the provision of an explanatory letter to the Owner(s) or Occupant and Owner with a formal request for permission to carry out an inspection.

The pre-post inspection survey shall include, as a minimum, the following information:

- a. Type of structure, including type of construction.
- b. Location identification and description of existing differential settlements, including visible cracks in walls, floors, and ceiling, including a diagram, if applicable, room-by-room. All other apparent structural and cosmetic damage or defect must also be noted. Defects shall be described, including dimensions, wherever possible.
- c. Photographs or video, as necessary, for recording areas of significant concern.

A copy of the pre-post inspection survey shall be provided to the Owner of that residence or property upon request.

49. Prior to the registration of site plan control, a Geotechnical Engineer, licensed in the Province of Ontario, will be required to review and accept the approved Site Grading & Erosion Control Plan. This shall be at no cost to the City and shall be to the satisfaction of Planning, Infrastructure and Economic Development.
50. The Owner acknowledges and agrees it will at all times maintain its own uncompleted lands at its own expense, to the satisfaction of the City. Such maintenance shall include but shall not be limited to leveling and grading of such areas to grades specified by the City, and the regular cutting of grass and eradication of weeds, and the provision of proper drainage to prevent the accumulation of water thereon. This shall be to the satisfaction of the General Manager, Planning, Infrastructure and Economic Development.
51. The Owner acknowledges and agrees that the temporary Construction Access Road, as per the approved drawings, will be maintained at all times to the satisfaction of the City. At no time will there be access from the highway or any interference with the highway and its vehicular movements.
52. The Owner acknowledges and agrees that waste and recycling collection will not be provided by the City. The Owner shall make appropriate arrangements with a private contractor for waste and recycling collection. The Owner shall consult a private contractor regarding any access requirements for waste and/or recycling collection. The Owner also acknowledges and agrees that garbage containers will be picked up by a private service company and their temporary placement, on the day of pick up within the private property shall not be placed in a manner that shall interfere with any parking spaces or with any vehicle movements.
53. The Owner acknowledges and agrees that any portion of the designated fire route that crosses over the underground parking structure on the subject lands shall be built to bridge standards. This shall be to the satisfaction of Emergency & Protective Services.

### **Noise Conditions**

54. The Owner acknowledges and agrees that in order to protect the indoor living areas of All Blocks and Units within the Subdivision as indicated in the Traffic Noise Assessment, Petrie's Landing 1 Towers 3, 4, & 5, Ottawa, Ontario, prepared for Brigil, by Gradient Wind Engineering Inc, dated July 17, 2019, Report: GWE18-091, building components must be designed and included as follows:
- All units in units in towers 3, 4, and 5 be designed with central air conditioning (or similar mechanical system) and other measures which will allow windows and doors to remain closed, thereby ensuring that indoor sound levels are within the sound level limits of the City of Ottawa and Ministry of Environment and Climate Change.
55. The Owner acknowledges and agrees to comply with the most current version of the City's Standard for Noise Barriers.
56. The Owner acknowledges and agrees that the Ontario Building Code requires that the surfaces separating adjoining units in a multi-unit building be designed to at least a noise rating of STC 50.
57. The Owner acknowledges and agrees that, where central air conditioners and heat pumps are required to be installed, the final installation shall comply with the Ministry of the Environment criteria for the installation of Residential Air Conditioning Devices September 1994 Publication NPC-216.
58. The Owner acknowledges and agrees that, prior to occupancy and/or final building inspection, the Owner's Professional Engineering consultant shall inspect the site and certify in a letter that the recommended interior/exterior noise control measures comply with the measures in the approved study. Such letter to be supplied upon request of the General Manager, Planning, Infrastructure and Economic Development.

### **Covenants**

59. The transferee covenants with the transferor that the below clause, verbatim, shall be included in all subsequent Agreements of Purchase and Sale and Deeds, conveying the lands described herein, on which a covenant shall run with the said lands:
- a) "Noise Control Features in accordance with the Traffic Noise Assessment, Petrie's Landing 1 Towers 3, 4, & 5, Ottawa, Ontario, prepared for Brigil, by Gradient Wind Engineering Inc, dated July 17, 2019, for himself, his heirs, executors, administrators, successors and assign knowledge being advised that sound levels due to increasing road traffic may occasionally interfere with some activities of the dwelling occupants as the sound levels exceed the City's and the Ministry of the Environment's noise criteria."
  - b) "This development has been designed with central air conditioning (or similar mechanical systems) and other measures which will allow

windows and doors to remain closed, thereby ensuring that indoor sound levels are within the sound level limits of the City of Ottawa and Ministry of Environment and Climate Change. (Note: The location and installation of the outdoor air conditioning device should be done so as to comply with noise criteria of MOE Publication NPC-216, Residential Air Conditioning Devices and thus minimize the noise impacts both on and in the immediate vicinity of the subject property.)"

60. Purchasers are advised that despite the inclusion of noise control features in the development and within the building units, sound levels due to increasing roadway traffic may, on occasion, interfere with some activities of the occupants as the sound levels exceed the sound level limits of the City of Ottawa and Ministry of Environment and Climate Change. To help address the need for sound attenuation, this development includes:

- STC rated multi-pane glass elements
- Upgraded exterior walls achieving STC 45 or greater
- Central air conditioning (or other similar mechanical systems)

March 25, 2020

\_\_\_\_\_  
Date



\_\_\_\_\_  
Jeff McEwen, P.Eng.  
Manager, Development Review - East  
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:** D07-12-18-0143

### **SITE LOCATION**

8900 Jeanne D'Arc Boulevard North, and as shown on Document 1.

### **SYNOPSIS OF APPLICATION**

The subject site comprises of two parcels of land, as shown on Document 1. The site is located north of Highway 174, east of Trim Road and the City's Road Maintenance Depot. The site is located south of Petrie Island, Ottawa River and associated natural areas. The Trim Road Park and Ride facility is situated near the site, at the south-east corner of Highway 174 and Trim Road.

This is a site plan control approval for Petrie's Landing I – Phases 3, 4 and 5. Each phase will correspond to the construction of Tower 3, 4 and 5, respectively. Tower 3 shall be an 18-storey tower with 162 residential units and 221 associated parking spaces. Tower 4 will have 197 residential units within 22 storeys and 279 parking spaces. Tower 5 will have two "point" towers on opposing ends of a 2-storey podium. The zoning by-law will permit the podium or base of this residential use building to contain non-residential uses. One point tower of this last phase, i.e. the tower closest to Tower 1/Phase 1, will contain 196 residential units within 22 storeys and 178 parking spaces. The second point tower within this same building, will have 286 residential units within 32 storeys and 238 parking spaces. Tower 5 will also be within 500 metres to the proposed Trim LRT station. This last tower will have its own access point directly from Jeanne d'Arc Boulevard as well as Inlet Private. Each proposed tower will be within an interconnected lace of green spaces, walking pathways and other multi-modal spaces, on and off-site. A multi-use pathway is to be constructed by Brigril from the edge of Phase 4 lands to the proposed realigned Trim Road (that is to come as a result of Trim's LRT station) under this site plan control.

### **DECISION AND RATIONALE**

This application is approved for the following reasons:

- The Official Plan designates this property as General Urban Area which permits a wide range of uses, including mid to high density residential developments.
- The site development complies with the zoning of R5A[2605] S405 – Residential Fifth Density, Subzone A, Exception 2605, Schedule 405 and R5A[2606] S406 –

Residential Fifth Density, Subzone A, Exception 2606, Schedule 406, under City of Ottawa's Zoning By-law 2008-250.

- Special conditions are in place to minimize disturbance on residents sharing the same private road, during the construction of the proposed development.
- Special conditions are in place to maximize multi-modal transportation on-site and off-site.
- Servicing is in place and of sufficient capacity to handle the proposed development.
- The proposed site plan represents good, responsible planning and site design.

A registered agreement, along with the conditions of approval, is required to ensure that the proposed development proceeds in accordance with the approved plans and conditions of site plan control approval.

## **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 6, 2018.

An excerpt of the panel's recommendations from the formal review are:

- Treat this development as a pedestrian and cycling environment and not a car-dominated environment.
- It is strongly recommended that the surface parking area for Towers 3 to 5 be reduced or eliminated. The alignment of the towers, and the overall circulation plan should be determined with the goal of maximizing the landscape on the site. The Panel recommends this development show leadership by providing very little or no parking at grade, and instead provide this land as greenspace for the benefit of residents.
- The Panel recommends adding pedestrian routes through the site, and significantly improving the overall pedestrian linkages.
- The current site plan looks like a maze dominated by parking areas, creating problems with respect to wayfinding, and compromising the quality of the overall urban design.
- The Panel finds the proposed floorplates too large, which results in tall slab buildings, as opposed to more modern slender point towers. Taller, narrower towers are recommended in order to avoid creating the effect of a 'wall of mass' along the horizon of a very beautiful natural setting. Point towers would result in better sky views, and greater separation distances.

- While the efforts made to enhance the top expression of Tower 5A are appreciated, the Panel suggests adding height in order to increase porosity, sky views, and reducing its overall bulky appearance. The floor plate for Tower 5B should be reduced to be in line with 5A.

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

At-grade parking spaces were eliminated for the proposed lands of Towers 3, 4 and 5. Instead, drop-off zones will be offered along Inlet Private, in front of the towers. The rest of the visitor and commercial parking has been relocated to the underground parking lots, under each proposed building.

The towers originally proposed above the podium at Tower 5 have been slimmed down and now provides a more porous and natural sky view. The combination of existing and proposed towers will no longer be a mass along the skyline that will block views.

The elimination of Inlet Private in front of Towers 3 and 4 was not possible, as this private way is the only fire route to service the buildings. This fire-route was pre-set when the first two towers were constructed. As there is no secondary access to this planned unit development, there were no other options to set a new pattern to this otherwise landlocked section of the parcel.

## **ROAD MODIFICATIONS**

There are no road modifications associated with this site plan control application, as detailed in the attached Road Modifications Report.

## **CONSULTATION DETAILS**

### **Public Comments**

Several members of the public, including Tower 1 and Tower 2 residents, expressed concerns with this proposal that will serve as the last three phases of this planned unit development and full build-out of the site. The main concern is the increase in density and intensification and what its resulting impacts will be on the existing community. One Community Information and Comment meeting was held in the community, related to the site plan control proposal, on February 11, 2019.

A summary of all received comments are outlined in Document 2.

### **Councillor's Concurrence**

Councillor Matthew Luloff was aware of Staff's recommendation. Councillor has concurred with the proposed conditions of approval.

Councillor Matthew Luloff has the following comments:



Petrie's Landing phases 3-5 provide the intensification consistent with the ideals of limiting urban sprawl and co-locating dense residential areas with public transit. BRIGIL has made great effort to show a willingness to support the community through investments in local projects and existing recreational and community facilities. Over the past year, the proponent has also been collaborative and proactive with communication with both my office and the community. For these reasons, I support this application with the expectation that BRIGIL will continue to work with existing residents on the site to ensure minimal disruption to daily life. Furthermore, BRIGIL should work to find a commercial tenant for Phase 5 that will support those living in this community, such as a grocer or other amenities of convenience.

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

### **Summary of Comments –Technical**

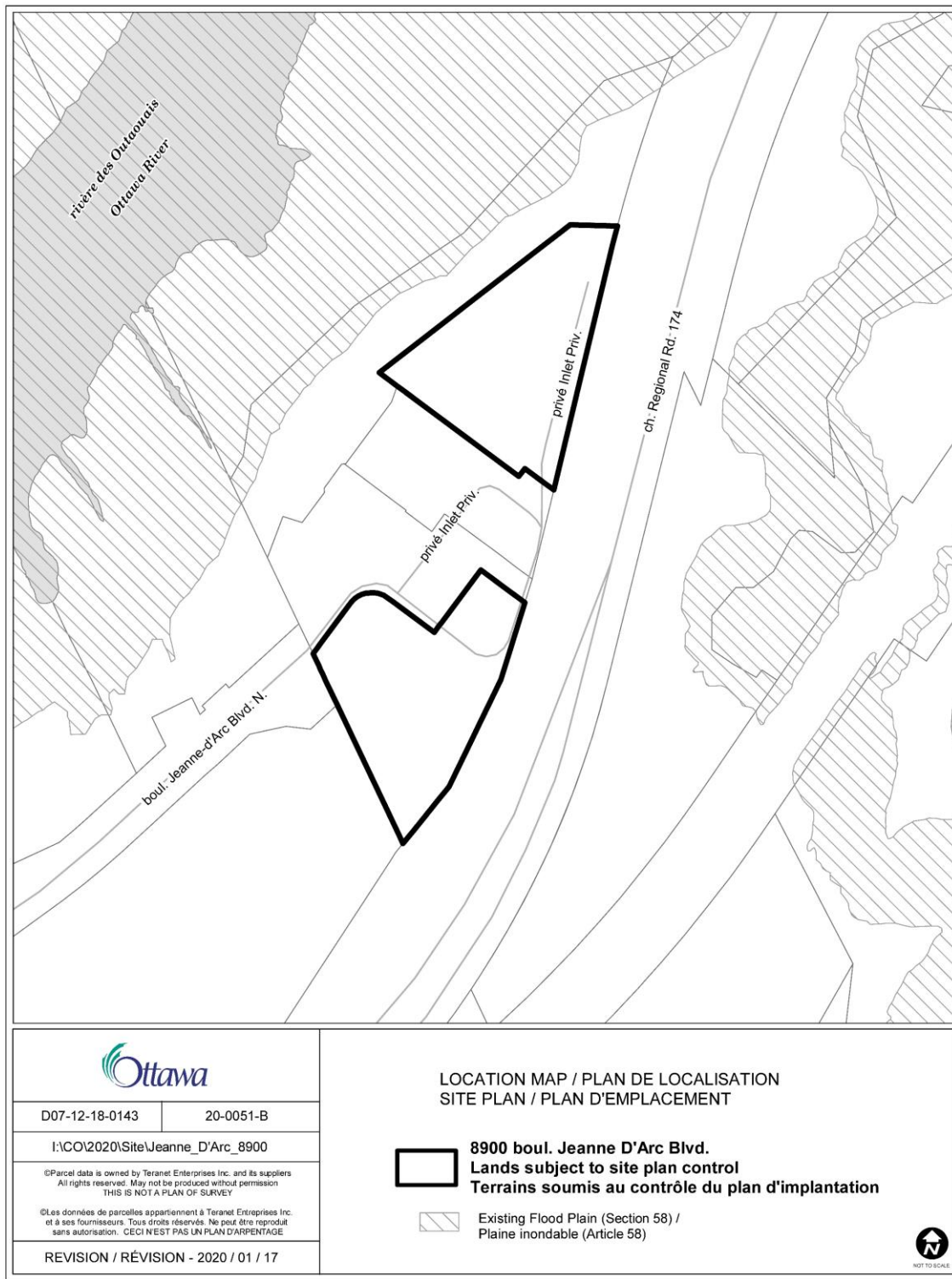
Rideau Valley Conservation Authority (RVCA) has had concerns with the geotechnical stability of the soils and had requested a peer review of the submitted geotechnical report that accompanied the site plan control process. Once the peer review concerns were resolved, RVCA provided conditions of site plan control 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 issues presented by the residents, UDRP and RVCA.

**Contact:** Shoma Murshid - Tel: 613-580-2424, ext. 15430; Fax 613-580-2576; or, e-mail: Shoma.Murshid@ottawa.ca

## Document 1 – Location Map



## Document 2 – Public Comments and Responses

This application was subject to public consultation. Notice of this application was carried out in accordance with the Planning Act and the City's Public Notification and Consultation Policy for Development Applications. The details of public comments received, and staff's responses are contained in this document.

Approximately ninety-five total respondents submitted written correspondences to Planning, Infrastructure and Economic Development. The written correspondences were a result of the on-site signs, circulation phase/public consultation notice, public meeting and Open House (held at Roy G. Hobbs Community Centre on February 11, 2019), as well as a Statutory Public Meeting at Planning Committee (November 28, 2019) for the Zoning Amendment.

The majority of the comments expressed opposition to the proposal and flagged concerns related to the added height and density, such as increased traffic volumes, pedestrian safety and overall safety. Few comments were submitted in support of the proposal.

A summary of the concerns and the staff response to each concern are outlined below.

**Comment 1:** It has become apparent that Towers 2 and 3 will be utilizing the same access ramp into its underground parking levels. Tower 2 is concerned with its security as Tower 3 residents/visitors will now have access to the interior of Tower 2.

Response 1: Each resident will have their own assigned parking. There will also be enough visitors' parking spaces per building, as is required by the Zoning By-law.

Security measures have been taken into consideration for the underground parking facility. Key fobs or other similar security procedures will be in place for residents and will be needed to enter their respective buildings. Residents and guests of Tower 3 will not have access to the interior of Tower 2. Likewise, Tower 2 residents and guests will not have access to the interior of Tower 3. This system has been used successfully in countless other developments.

**Comment 2:** Our purchase and sale document in 2016 included a schematic of the underground parking (P1 and P2) that shows no shared access. I do not want the additional traffic/noise in the garage. Nor has Brigil ever provided us documentation to this effect. Security could become an issue for Tower 3 residents if Tower 4 visitors and residents access this underground area.

Response 2: Traffic volumes and turning radius have been verified traffic engineers and forecast no issues with the projected traffic volume within the underground parking layout. Turning radii for standard vehicles, adequate ingress/egress for parking space locations have all been reviewed and approved.

The approved site plan for Tower 2 did show a shared access ramp for Towers 2 and 3.

The City does not have any regulations related to shared access points within underground parking lots. PIED can only review and approve based on engineering standards for safe movement of vehicles and structural integrity of the buildings and general site. Any safety issues related to person(s) and management of vehicular flow into the shared spaces is an aspect to be managed by the landowner with the pending registered condominium board. In other words, this is a civil issue.

**Comment 3:** Regional Road 174 will not be able to withstand the increase in cars on the west bound off-ramp.

Response 3: The traffic report submitted concurrently with this Zoning By-law amendment and its companion Site Plan Control (File No. D07-12-18-0143) concludes both the intersection of Trim and Jeanne d'Arc Boulevard North, as well as the highway, including its west bound off-ramp, will be able to accommodate the predicted traffic volumes.

**Comment 4:** At-grade parking and connecting roads in front of Tower 1 are not built with traffic in mind and as a result, not all traffic calming signage is obeyed by drivers.

Response 4: Directional traffic signage and traffic-calming measures are to be obeyed by all utilizing the planned unit development.

**Comment 5:** The site is isolated from many amenities and residents are therefore required to own automobiles to access most of them, which increases their need of parking spaces. An LRT system will connect the residents only to the east and west, while communal cars will not address all of the parking needs for Tower 5 residents.

Response 5: With this Zoning Amendment and the concurrent Site Plan Control, measures are being implemented to off-set the number of personal car trips on and off-site. Shared-car initiatives are one of these measures. Other measures being offered are infrastructure to promote multi-modal trips, such as direct access to a multi-use pathway that leads to the LRT (Trim) station and greater Orleans, bicycle parking spaces (both secured and at-grade), and a selection of ancillary uses within the larger Tower 5, to satisfy the 'live, work, and play' model that will reduce the need for personal car trips as is traditionally required.

**Comment 6:** In the event of an emergency, first-response vehicles will block the entrance into Inlet Private resulting in major traffic congestion. A solution to this, among other traffic concerns, would be to introduce a roadway to the south-east of Tower 5.

Response 6: The applicant has opted to make the main entrance onto Inlet Private, from Jeanne d'Arc Boulevard North wider, in order to accommodate the need to divert traffic onto its shoulders, should a fire truck visit and block the only entry onto Inlet Private.

**Comment 7:** The fire route should not cross over the underground parking structure or on the lanes directly abutting south of Tower 1 and 2.

Response 7: The applicant has agreed to build the surfaces crossing over the underground parking structures, as shown within Site Plan Control D07-12-18-0143, to bridge standards, as requested by City of Ottawa's Fire Services. This will be a condition of site plan approval.

**Comment 8:** Visitors and residents coming into Tower 1 from the surface parking lot in front have to cross a path where there is low visibility for drivers, which results in a dangerous situation for the pedestrians.

Response 8: The length of the throat towards the location of the existing cross-walk and the location of a speed bump east of Tower 1, provides adequate time and distance for drivers to slow down and stop for pedestrians crossing at this cross-walk.

**Comment 9:** The proximity of Tower 5B to a 90 degree turn onto Inlet Private would further block the view of incoming traffic from the garage, the outdoor parking lot, and any incoming traffic from Inlet Private.

Response 9: The base of Tower 5, at the Tower 5B location, where Inlet Private has a 90 degree turn, will not obstruct the visibility of drivers on either side of the lane, from seeing on-coming traffic. Tower 5 is setback sufficiently.

**Comment 10:** The existing parking lot will see a lot more traffic, is it possible to phase out all current above ground parking into future underground parking? A proposed ring outside of the circle of towers could then be constructed for pedestrian use only.

Response 10: The existing surface parking lots in front of Tower 1 and Tower 2 are meant solely for Tower 1 and Tower 2 residents and visitors. All other above ground parking spaces for Towers 3 to 5 have been relocated to their own respective underground parking structures. A pedestrian plan was already set in motion with the construction of Tower 1 and Tower 2. The Proposed Concepts delineates how the pedestrian plan offers locations of safe passage for walkers on-site - between buildings within the planned unit development, and towards river views. With the current site plan control (City File No. D07-12-18-0143), this pedestrian plan will be further enhanced with the introduction of a multi-use pathway directly south of the towers, linking the walkways towards the greater multi-use pathway network, and towards the Trim LRT station.

**Comment 11:** Are the proposed green spaces private to residents or public for everyone?

Response 11: The proposed green spaces between the buildings is private and will be within the condominium ownership of each tower. It will be in the best interest of each condominium to have shared access to each other's green spaces for all residents and its

visitors to enjoy within this PUD. The walkway spaces are also to be shared by all tower residents and visitors alike. All the amenity spaces within the buildings are to be programmed by each respective condominium.

There is one green space, directly east of Tower 5, that has been indicated for public and private use, as it is an area that will probably not only be used by residents, but also by the users of the ancillary uses that are to be located within the first two storeys of Tower 5.

**Comment 12:** Will this site offer any inclusionary housing?

Response 12: Staff understand that the proposed units in Towers 3, 4 and 5 will be set at market-value. At this time, there is no specific policy direction or zoning tool to require affordable housing for this proposal.

**Comment 13:** If there is meant to be a change in demographic on the site, there needs to be a change in activity space for all ages as well, for example, a playground.

Response 13: This will be regulated and determined by the intervening condominium ownerships, who are there to make the site optimally functional and to respond to changes in demand.

**Comment 14:** The towers would be more appealing if they were slightly rotated from each other. With the current design, it appears many units will look directly across into other units and also cause shadowing into the existing and future units.

Response 14: A slight rotation has been provided for Tower 4.

The highest tower location within this PUD (i.e. 32 storeys) is set as far away as possible from the other buildings within the planned unit development, but also at the closest point to the upcoming Trim LRT station.

**Comment 15:** If Tower 5 is a proposed retirement home, the likelihood of the residents walking to the LRT station is quite low and therefore the retirement home would fit better on the far east side of the site.

Response 15: The applicant has confirmed that Tower 5 is proposed for ancillary uses and residential uses.

**Comment 16:** A multi-use pathway is an exciting idea.

Response 16: Through the concurrent site plan control (City File No. D07-12-18-0143), there will be a requirement for the construction of a multi-use pathway (MUP). This MUP will be constructed south of the planned unit development, between Regional Road 174 and southern part of Inlet Private. Several safe pathway links will be provided from the

planned unit development towards the MUP. The City will also be collecting monies for the construction of a western link from the completed portion of the MUP, south of the site, towards the future MUP that is to come with the realigned Trim Road as a result of the LRT Stage 2 works. The timing of the realigned Trim Road is to begin when Trim LRT is being constructed.

**Comment 17:** The proposed park near Tower 1's underground parking will not have a clear pathway for pedestrians into the park and thus a safer location would be at the location of Tower 5B. This location would further benefit a clear sight-line for drivers turning onto the 90-degree turn at Inlet Private.

Response 17: The proposed park south of Tower 1's surface parking lot will remain at the location shown.

**Comment 18:** Bird strike mitigation features should be incorporated into the final design of the site and buildings.

Response: The City is developing standards and supporting guidance based on the CSA document, that is found at <https://www.scc.ca/en/standardsdb/standards/29805>, as well as other standards. In the interim, the environmental consultant for the EIS as well as Brigil have responded that bird strikes have not been an issue at the subject lands.

**Comment 19:** Will the Trim LRT include a multi-use pathway connection over the highway that is protected from the wind?

Response 19: The existing Trim Road, north of Regional Road 174, is to be closed when Trim LRT station's construction begins. A new Trim Road will be assigned, including traffic control, through Regional Road 174, east of the existing location, and will be from Dairy Drive, via South Frontage. A multi-use pathway connection will be provided as part of the realigned, at-grade, Trim Road.

**Comment 20:** In order to promote the use of the LRT year-round, residents will require an accessible path from all five towers as well as a feeder bus.

Response 20: Through Site Plan Control (City File No. D07-12-18-0143) approval, Brigil will be tasked with constructing a MUP directly south of the planned unit development, within the existing City Right of Way. For the portion abutting west of the planned unit development, leading up to the realigned Trim Road MUP connection, the developer will be providing monies for the link's construction. OC Transpo will determine locations and timings for feeder buses.

**Comment 21:** Bird habitats will be decreased as a result of the proposed towers.

Response 21: The Environmental Impact Statement report did not identify any endangered or 'at-risk' species of birds, or bird habitats, on the subject lands.

**Comment 22:** The site's soil (Leda clay) is not capable of withstanding the density of the proposed towers. The unstable slopes and high erosion boundaries further question the integrity of the buildings and infrastructure and if they will be able to withstand a changing environment.

Response 22: The City of Ottawa and RVCA will be reviewing the submitted geotechnical report, and its addendums, and hold it to current standards deemed necessary in order to ensure the safety of the buildings and its residents. Erosion boundaries are also considered within the geotechnical review. The City and RVCA will not approve a geotechnical report, that is being considered under the corresponding Site Plan Control review (City File No. D07-12-18-0143), until the applicant has satisfied RVCAs concerns.

**Comment 23:** Petrie Island is a sensitive ecological environment and the proposed developments are near a Conservation and Natural Habitat. The development and land should reflect the natural surrounding landscape.

Response 23: The ecological functions that are present abutting and adjacent to the proposed site, have been considered within the Environmental Impact Statement (EIS). The City will not approve the EIS report, that is being considered under the corresponding Site Plan Control review (City File No. D07-12-18-0143), until the applicant has satisfied the City's concerns.

**Comment 24:** Intensification efforts should be re-directed to the development on lands west of Trim Road at the Cité Collégiale project.

Response 24: Intensification efforts will be directed around existing and proposed LRT stations, where appropriate.

**Comment 25:** The new density being proposed is not originally what the inhabitants of Tower 1 were promised when they purchased their units.

Response 25: This is a civil matter to be discussed between the builder and the residents of Tower 1. The City cannot hold landowners accountable to promises made between landowners (previous or current) and purchasers. The City however, can review and approve development applications, such as a Zoning Amendment and a Site Plan Control, and ensure that the processes are to follow current policies, guidelines and standards.

**Comment 26:** We believe this application should be rejected for the following reasons, but not limited to:



Lack of transparency on behalf of the contractor (Brigil), both during the pre-sale and at point of purchase. To our knowledge, none of the owners were ever officially notified by Brigil of their intention to connect Tower 2 and Tower 3 on two levels before, during or after their legal purchase agreement 's official documents.

Response 26: This is a civil issue. The City has no jurisdiction in this area.

**Comment 27:** Is there any structural integrity and stress study or engineering review on the joining of underground parking, at both levels, between Tower 2 and Tower 3.

Response 27: Yes, the City has reviewed and approved the structural integrity of the adjoining underground parking levels between Towers 3 and 4.

**Comment 28:** The increased vehicle traffic will also create higher levels of harmful gas emissions. It is unknown whether the current ventilation system can safely handle an increase of up to 4 times the levels of carbon monoxide. Again, we are unaware of any engineering study on this matter.

Response 28: The landowner's mechanical engineer will be submitting plans to be reviewed and approved by Building Code Services, prior to the time of building permit issuance.

Thank you for participating and providing feedback.