



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

Site Location: 320 McRae Avenue and 315 Tweedsmuir Avenue

File No.: D07-12-20-0035

Date of Application: April 02, 2020

This SITE PLAN CONTROL application submitted by Fotenn Consultants Inc., on behalf of 1213763 Ontario Inc., is APPROVED as shown on the following plans:

1. **Site Plan**, Site Plan & Project Information, A-101, prepared by NEUF Architects, dated March 20, 2020, revision 5 dated May 26, 2021.
2. **Landscape Plan**, L.1, prepared by James B. Lennox & Associates Inc., dated March 20, 2020, revision 14 dated June 1, 2021.
3. **Elevations – North and South**, A-401, prepared by NEUF Architects, dated March 20, 2020, revision 1.6 dated September 23, 2020
4. **Elevation – East (McRae)**, A-402, prepared by NEUF Architects, dated March 20, 2020, revision 1.6 dated September 23, 2020.
5. **Elevation – West (Tweedsmuir)**, A-403, prepared by NEUF Architects, dated March 20, 2020, revision 1.6 dated September 23, 2020.
6. **Site Servicing Plan**, C01, prepared by R.V. Anderson Associates Limited, dated January 4, 2021, revision 10 dated June 2, 2021.
7. **Site Grading and Storm Water Management Plan**, C02, prepared by R.V. Anderson Associates Limited, dated January 4, 2021, revision 10 dated June 2, 2021
8. **Site Erosion and Sediment Control Plan**, C03, prepared by R.V. Anderson Associates Limited, dated January 4, 2021, revision 10 dated June 2, 2021

And as detailed in the following reports:

1. **Site Servicing & Stormwater Management Report**, 320 McRae, RVA 194453, prepared by R.V. Anderson Associates Limited, dated April 30, 2021.
2. **Revised Geotechnical Investigation**, Proposed Commercial/Residential Development 320 McRae Avenue, 1976 Scott Street and 311 & 215 Tweedsmuir Avenue Ottawa, Ontario,, prepared by Pinchin Ltd., dated February 19, 2020.
3. **Phase One Environmental Site Assessment**, 320 McRae Avenue, 1976 Scott Street, and 311 and 315 Tweedsmuir Avenue, Ottawa, Ontario, prepared by Pinchin Ltd., dated April 30, 2020.
4. **Phase II Environmental Site Assessment**, 320 McRae Avenue, 1976 Scott Street, 311 and 315 Tweedsmuir Avenue, Ottawa, Ontario, prepared by Pinchin Ltd., dated November 30, 2020.
5. **Remedial Plan for Addressing Groundwater Impacts at 320 McRae Avenue, 1976 Scott Street, 311 and 315 Tweedsmuir Avenue**, prepared by Pinchin Ltd, dated December 4, 2020.
6. **Tree Conservation Report for 320 McRae Avenue, Ottawa**, prepared by IFS Associates , dated September 22, 2020.
7. **Pedestrian Level Wind Study**, 320 McRae Avenue & 1976 Scott Street, Ottawa, Ontario, prepared by Gradient Wind Engineers & Scientists, dated February 4, 2020.
8. **Transportation Noise Assessment**, 320 McRae Avenue & 1976 Scott Street, Ottawa, Ontario, prepared by Gradient Wind Engineers & Scientists, dated February 4, 2020.
9. **Transportation Impact Assessment**, 320 McRae, prepared by CGH Transportation, dated September 21, 2020.

And subject to the following General and Special Conditions:

General 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. 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. Barrier Curbs

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

4. Water Supply For Fire Fighting

The Owner shall provide adequate water supply for fire fighting for every building. Water supplies may be provided from a public water works system, automatic fire pumps, pressure tanks or gravity tanks.

5. Reinstatement of City Property

The Owner shall reinstate, at its expense and to the satisfaction of the General Manager, Planning, 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.

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

9. Completion of Works

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

10. Development Charges

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

Special Conditions

11. Noise Study

The Owner agrees to implement a noise study in compliance with the City of Ottawa Environmental Noise Control Guidelines to the satisfaction of the General Manager, Planning, Infrastructure and Economic Development Department. The Owner shall implement the noise control attenuation measures recommended in the approved Transportation Noise Assessment.

12. 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 Transportation Noise Assessment 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 General Manager, Planning, Infrastructure and Economic Development (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.

- 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, and shall be to his satisfaction.

13. Noise Control Attenuation Measures

The Owner acknowledges and agrees to implement the noise control attenuation measures recommended in the approved Transportation Noise Assessment, referenced in Schedule "E" of this Agreement, as follows:

- a) each unit is to be equipped with central air conditioning;
- b) further to subsection (b) above, the location and installation of any outdoor air conditioning device(s) shall comply with the noise criteria of the Ministry of the Environment, Conservation and Parks' Publication NPC-216 entitled Environmental Noise Guidelines for Installation of Residential Air

Conditioning Devices, dated September 1994, as amended, in order to minimize the noise impacts both on and off the immediate vicinity of the subject lands.

- c) prior to the issuance of a building permit, a review of building components (windows, walls, doors) is required and must be designed to achieve indoor sound levels within the City's and the Ministry of the Environment, Conservation and Parks' noise criteria;
- d) notice respecting noise shall be registered against the lands, at no cost to the City, and a warning clause shall be included in all agreements of purchase and sale or lease agreements, as detailed in paragraph 14 below.

14. Notice on Title – Noise Control Attenuation Measures

The Owner, or any subsequent owner of the whole or any part of the subject lands, acknowledges and agrees that all agreements of purchase and sale or lease agreements shall contain the following clauses, which shall be covenants running with the subject lands:

Type D – Central Air Conditioning

“The Purchaser/Lessee for himself, his heirs, executors, administrators, successors and assigns acknowledges being advised that this dwelling unit has been supplied with a central air conditioning system which will allow windows and exterior doors to remain closed, thereby ensuring that the indoor sound levels are within the City of Ottawa's and the Ministry of the Environment, Conservation and Parks' noise criteria.”

Ending Paragraph

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

15. 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 Revised 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.

16. Geotechnical – Encroachments

The geotechnical report has recommended a method of shoring that may encroach onto the adjacent property or onto the City right-of-way. Please note that the applicant is required to obtain the approval of the adjacent property Owner and/or receive municipal consent for any works within the right-of-way prior to the installation of any encroachments. For encroachments within the ROW the applicant shall ensure that there will be no conflicts between the proposed shoring method and the municipal services or utilities in the ROW.

17. Record of Site Condition

Prior to the issuance of a building permit, 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 shall be acknowledged by the Ministry of the Environment, Conservation and Parks. The RSC shall confirm that all or part of the site will be suitable for the proposed use in accordance with O.Reg. 153/04. The City may issue a building permit on a phased basis to allow for site investigation and remediation activities if permitted by O.Reg. 153/04. No further Works will be permitted until the RSC is submitted. Where available information reveals that contamination extends into a City right-of-way and submission of a RSC is not possible, a building permit may be issued on a phased basis:

- a) where the Owner has executed an off-site management agreement with the City to remediate the right-of-way and the site or;
- b) where the Owner has completed remediation Work on the right-of-way to the satisfaction of the General Manager, Planning, Infrastructure and Economic Development.

18. 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.

19. Retaining Wall

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

20. Groundwater Management

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

21. Below Grade Parking Area 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 shall 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 Clause 22 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.

22. 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 shall not be liable 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.”

23. 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.

24. Inlet Control Devices (ICDs)

The Owner acknowledges and agrees to install and maintain in good working order the required roof-top and in-ground stormwater inlet control devices, as recommended in the approved Site Servicing Plan, referenced in Schedule “E” herein. The Owner further acknowledges and agrees it shall assume all maintenance and replacement responsibilities in perpetuity. The Owner shall keep all records of inspection and maintenance in perpetuity, and shall provide said records to the City upon its request.

25. 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, 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, 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, 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.

26. Stormwater Works Certification

Upon completion of all stormwater management Works, the Owner acknowledges and agrees to retain the services of a Professional Engineer, licensed in the Province of Ontario, to ensure that all measures have been implemented in conformity with the approved Plans and Reports, referenced in Schedule “E” herein. The Owner further acknowledges and agrees to provide the General Manager, Planning, Infrastructure and Economic Development 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.

27. 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.

28. Off-site Contaminants

The Owner agrees that, within six months of registration of the Site Plan Agreement, enter into an Off-Site Contaminants Agreement, with the City to address the City’s concerns with respect to the off-site contaminants from the subject lands. The Owner acknowledges and agrees that no securities shall be released until such time as the Off-Site Contaminants Agreement has been fully executed by the Owner and the City, to the satisfaction of the City Solicitor and Clerk, Legal Services.

29. 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.

30. Environmental Site Remediation Program

The Owner acknowledges and agrees to implement an environmental site remediation program, as per the recommendations of the Supplemental Phase II Environmental Site Assessment, referenced in Schedule “E” herein, involving the excavation and off-site disposal of all impacted soil and the pumping treatment or off-site disposal of all impacted groundwater, which is to be completed

concurrently with the site redevelopment. The Owner acknowledges and agrees that:

- a) soils that are found to be contaminated, must be disposed, treated or recycled at a waste disposal site or landfill licensed for that purpose by the Ministry of the Environment, Conservation and Parks;
- b) groundwater found to be contaminated, shall be removed, managed and/or treated in accordance with the appropriate Ontario regulations and/or discharged in accordance with the City's Sewer Use By-law, being By-law 2003-514, as amended.

31. Pre-Blast Survey

Prior to any blasting activities, the Owner acknowledges and agrees it shall arrange for a pre-blast survey to be carried out in accordance with Ontario Provincial Standard Specification entitled "General Specification for the Uses of Explosives", Section 120.07.03, by a Professional Engineer licensed in the Province of Ontario, which states as follows:

- a) A pre-blast survey shall be prepared for all buildings, utilities, structures, water wells, and facilities likely to be affected by the blast and those within 150 m 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.
- b) The pre-blast survey shall include, as a minimum, the following information:
 - i. Type of structure, including type of construction and if possible, the date when built.
 - ii. Identification and description of existing differential settlements, including visible cracks in walls, floors, and ceilings, including a diagram, if applicable, room-by-room. All other apparent structural and cosmetic damage or defect shall also be noted. Defects shall be described, including dimensions, wherever possible.
 - iii. Digital photographs or digital video or both, as necessary, to record areas of significant concern. Photographs and videos shall be clear and shall accurately represent the condition of the property. Each photograph or video shall be clearly labelled with the location and date taken.
- c) A copy of the pre-blast survey limited to a single residence or property, including copies of any photographs or videos that may form part of the

report shall be provided to the owner of that residence or property, upon request.

32. Site Lighting Certificate

- a) In addition to the requirements contained in clause 19 of Schedule “C” hereto, the Owner acknowledges and agrees, prior to the issuance of a building permit, to provide the City with a certificate from an acceptable professional engineer, licensed in the Province of Ontario, which certificate shall state that the exterior site lighting has been designed to meet the following criteria:
 - i. it must be designed using only fixtures that meet the criteria for full cut-off (sharp cut-off) classification, as recognized by the Illuminating Engineering Society of North America (IESNA or IES);
 - ii. and it must result in minimal light spillage onto adjacent properties. As a guideline, 0.5 fc is normally the maximum allowable spillage.
- b) The Owner acknowledges and agrees that, upon completion of the lighting Works and prior to the City releasing any associated securities, the Owner shall provide certification satisfactory to the General Manager, Planning, Infrastructure and Economic Development, from a Professional Engineer, licensed in the Province of Ontario, that the site lighting has been constructed in accordance with the Owner’s approved design plan.

33. High Pressure Transmission Main

In order to help ensure the integrity of the high pressure transmission main located close the west boundary of the site carries a significant portion of the entire water supply for the City of Ottawa, the Owner acknowledges and agrees to undertake the following:

- a) a site specific Settlement and Vibration Monitoring Program will be developed and stamped by a professional Engineer in the province of Ontario and will be submitted to the City for their review and approval before the inclusion of the Plan in the contract documents.
- b) should monitoring levels of vibration and underground soil movement exceed the maximum limits outline in the submitted/approved plan/report, the owner agrees to cease all construction activities immediately , and will take necessary correction option and at the same time will report to the City immediately and will resubmit a revised work plan to the City.
- c) in the event that the levels of vibration momentarily exceed the maximum limits outlined in the submitted report/plan but the Owner’s on-site consultant is of the professional opinion that no danger exists, the Owner

may continue to proceed with the work by a different means, consistent with the report, that does not further cause the levels of vibration /settlement to exceed the maximum limits outlined in the report. Priors to so proceeding with the work, the exceedence shall be reported to the Construction Services Branch of the City

- d) In the event of any requirement for emergency repairs of this transmission main, the Owner shall reimburse the City for the cost of such repair to the satisfaction of the General Manager, Planning, Infrastructure and Economic Development Department.
- e) The City reserves the right to issue a stop work order for the construction in the event of an incident which would adversely affect the City's requirement to provide safe drinking water. This may include but is not limited to, a leak or failure of the high pressure transmission main and /or a failure at one of the water purification plans. Where the stop work order is for a period of 24 hours or less, the City is not responsible for any delay claim billed by the developer. NO inference of liability is to be taken from these conditions for any period longer than 24 hours.
- f) A certificate of liability insurance shall be submitted to the City wherein the Owner is the named insured and the City of Ottawa is an additional insured. The limits of the policy shall be in the amount of \$25,000,000 and shall be kept in full force and effect for the term of the construction work.

34. Protection of City Sewers

- a) Prior to the issuance of a building permit, the Owner shall, at its expense:
 - i. provide the General Manager, Planning, Infrastructure and Economic Development Department with the engineering report from a Professional Engineer, licensed in the Province of Ontario, which report shall outline the impact of the proposed building's footing and foundation walls, on the City sewer system, that crosses the Scott Street frontages (the "City Sewer System") and the impact of the existing City Sewer System on the building's footing and foundation walls.
 - ii. obtain a legal survey acceptable to the General Manager, Planning, Infrastructure and Economic Development Department and the City's Surveyor, showing the existing City Sewer System within Scott Street and McRae Avenue frontage and the location of the proposed building and its footings in relation to the City Sewer System;
 - iii. obtain a video inspection of the City Sewer System within Scott Street and McRae Avenue Frontage prior to any construction to determine the condition of the existing City Sewer System prior to construction on the lands and to provide said video inspection to the

General Manager, Planning, Infrastructure and Economic Development Department.

- b) Upon completion of construction on the lands, the Owner shall, at its expense and to the satisfaction of the General Manager, Planning, Infrastructure and Economic Development Department:
- i. obtain a video inspection of the existing City Sewer System within Scott Street and McRae Avenue Frontage to determine if the City Sewer System sustained any damages as a result of construction on the lands; and
 - ii. assume all liability for any damages caused to the City Sewer System within Scott Street and McRae Frontage and compensate the City for the full amount of any required repairs to the City Sewer System.

35. Asphalt Overlay

Due to the number of road cut permits required to service this development, the Owner shall install an asphalt overlay over the total area of the public driving surface of McRae Avenue, fronting the subject lands, as shown on the approved Site Servicing Drawing, referenced in Schedule "E" hereto. The overlay shall be carried out to the satisfaction of the General Manager, Planning, Infrastructure and Economic Development. The Owner acknowledges and agrees that all costs are to be borne by the Owner.

36. Road Widening

Prior to registration of this Agreement, the Owner acknowledges and agrees to convey to the City, at no cost to the City, an unencumbered road widening across the complete Scott Street frontage of the lands, measuring 13.0 metres from the existing centreline of pavement/the abutting right-of-way. The exact widening must be determined by legal survey. The Owner shall provide a reference plan for registration, indicating the widening, to the City Surveyor for review and approval prior to its deposit in the Land Registry Office. Such reference plan must be tied to the Horizontal Control Network in accordance with the municipal requirements and guidelines for referencing legal surveys. The Owner acknowledges and agrees to provide an electronic copy of the Transfer and a copy of the deposited reference plan to the City Clerk and Solicitor prior to the execution of this Agreement by the City. All costs shall be borne by the Owner.

37. Corner Sight Triangle

Prior to registration of this Agreement, the Owner acknowledges and agrees to convey to the City, at no cost to the City, an unencumbered corner sight triangle measuring 5.0 metres x 5.0 metres at the intersection of Scott Street & Tweedsmuir Avenue and Scott Street & McRae Avenue. The exact location and

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

38. Transportation Study/Brief

The Owner has undertaken a Transportation Impact Assessment for this site, which is referenced in Schedule "E" herein, to determine the infrastructure and programs needed to mitigate the impact of the proposed development on the local transportation network and to establish the site design features needed to support system-wide transportation objectives. The Owner shall ensure that the recommendations of the Transportation Impact Assessment, are fully implemented, to the satisfaction of the General Manager, Planning, Infrastructure and Economic Development.

39. Private Access

The Owner acknowledges and agrees that all private accesses to Roads shall comply with the City's Private Approach By-Law being By-Law No. 2003-447 as amended, or as approved through the Site Plan control process.

40. Transit Pads and Shelters

The Owner shall locate, design and construct, at no cost to the City, paved transit passenger standing areas/shelter pads and shelters to the specifications of the City.

41. Roadway Modifications

The Owner acknowledges and agrees that the road modification detailed design review and acceptance by the City is required for the road modification works associated with the approved Site Plan, to the satisfaction of the General Manager, Planning, Infrastructure and Economic Development.

The Owner acknowledges and agrees that the Owner may be subject to fees and agreement addendum due to the delayed road modification detailed design process. The Owner agrees to submit required drawings for the aforementioned road modification detailed design. Further, the Owner agrees to be responsible for all costs associated with the public roadway modifications and provide required securities to the City, all to the satisfaction of the General Manager, Planning, Infrastructure and Economic Development.

The Owner acknowledges and agrees that the required roadway modifications, must be complete prior to the Owner requesting or allowing occupancy of the building.

42. Use of Explosives and Pre-Blast Survey and Strategy

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 sixty-five (65) 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. Blasting limits are subject to review and approval and may require changes to the construction methods or building limits to ensure the integrity of the light rail tunnel and adjacent buildings. The Owner further acknowledges and agrees it shall submit the pre-blast survey and full blasting strategy to the City's Rail Construction Project Office for review and approval at least ninety (90) days prior to any blasting.

43. Construction Scheduling and Coordination, Site Access, Servicing

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

- d) The Owner acknowledges and agrees that disruptions of access to the site may occur during the construction of the OLRT project and/or associated works. The Owner further acknowledges and agrees to make best efforts in cooperating with the City and the Stage 2 OLRT Project Company (East West Connectors) for maintaining a temporary or permanent access to the site during the construction of the OLRT project.
- e) The Owner acknowledges and agrees to provide, prior to the commence work of any site works and/or building permits being issued, including conditional permits, the construction schedule for the development, including anticipated construction dates, type of construction activities and contact person for coordination, to the Rail Construction Project Office, Transportation Services Department and/or the Stage 2 OLRT Project Company (East West Connectors).

44. Ottawa Light Rail Transit (OLRT) related Warning Clauses

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 for the benefit of the owner of the adjacent public transit light rail rapid system:

- a) The proximity of the proposed development to the City's future transit operations, may result in noise, vibration, electromagnetic interferences, stray current transmissions, smoke and particulate matter (collectively referred to as "Interferences") to the development;
 - i. The City will not accept responsibility for any such Interferences effects on the Lands, the proposed development and/or its occupants;
 - ii. The Owner acknowledges and agrees all agreements of purchase and sale and lease agreements, and all information on all plans and documents used for marketing purposes, for the whole or any part of the subject lands, shall contain the following clauses which shall also be incorporated in all transfer/deeds and leases from the Owner so that the clauses shall be covenants running with the lands for the benefit of the owner of the adjacent road:

"The Transferee/Lessee for himself, his heirs, executors, administrators, successors and assigns acknowledges being advised that a public light-rail rapid transit system (LRT) is proposed to be located in proximity to the subject lands, and the construction, operation and maintenance of the LRT may result in environmental impacts including, but not limited to noise, vibration, electromagnetic interferences, stray current

transmissions, smoke and particulate matter (collectively referred to as the Interferences) to the subject lands. The Transferee/Lessee acknowledges and agrees that despite the inclusion of noise control features within the subject lands, Interferences may continue to be of concern, occasionally interfering with some activities of the occupants on the subject lands. Notwithstanding the above, the Transferee/Lessee acknowledges and agrees to release and save harmless the City of Ottawa and OC Transpo from all suits, proceedings, claims, losses, judgments, damages (direct, indirect, consequential or otherwise), causes of actions, executions, liabilities, fees, and expenses including, without limitation any professional, consultant and legal fees in connection with claims, loss of life, personal injury, damage to property, structural damage or any other loss or injury whatsoever arising from any Interferences experienced in the development from the use or operation of the transit system in perpetuity.

The Transferee covenants with the Transferor and the Lessee covenants with the Lessor that the above clauses verbatim shall be included in all subsequent lease agreements, agreements of purchase and sale and deeds conveying the lands described herein, which covenants shall run with the lands and are for the benefit of the owner of the adjacent road.”

45. Tree Permit

The Owner acknowledges and agrees it shall comply with the provisions set out in the City’s Tree Protection By-law 2020-340, as amended.

46. Tree Protection – Tweedsmuir Avenue Trees

The Owner acknowledges and agrees that the Bur Oak, Sugar Maple, and an Amur Maple tree located within the City’s Tweedsmuir Avenue right-of-way are to be retained and shall be protected in accordance with the City’s required tree protection measures. The Owner further acknowledges and agrees that any permits issued for the Property does not include the removal of these three trees within the City’s Tweedsmuir Avenue right-of-way. The Owner further acknowledges and agrees that at a minimum, the following tree protection measures shall be applied during all on-site Works, including excavation for capping of services, and any Work must be done within the said Tweedsmuir Avenue right-of-way and at the foundation rather than the water shut-off valve, if it is within the CRZ of any tree:

- a) Erect a fence at the critical root zone (CRZ) of trees, defined as ten centimetres (10cm) from the trunk for every centimetre of trunk DBH (i.e. CRZ=DBH x10cm);

- b) Tunnel or bore when digging within the CRZ of a tree;
- c) Do not place any material or equipment within the CRZ of the tree;
- d) Do not attach any signs, notices or posters to any tree;
- e) Do not raise or lower the existing grade within the CRZ without the approval of the General Manager Planning Infrastructure and Economic Deelopment;
- f) Do not damage the root system, trunk or branches of any tree; and;
- g) Ensure that exhaust fumes from all equipment are not directed towards any tree's canopy.

47. Tree Protection Fencing

Prior to any demolition, the Owner acknowledges and agrees that it shall install tree protection fencing around the Bur Oak, Sugar Maple, and an Amur Maple Trees located within the City's Tweedsmuir Avenue right-of-way, at its sole expense, to the satisfaction of the General Manager, Public Works and Environmental Services.

48. Security Deposit – Tweedsmuir Avenue Trees

Prior to the registration of the Site Plan Control Agreement, the Owner acknowledges and agrees it shall provide a security deposit in the amount of \$17,578.00 to the City for the Bur Oak (\$15,565.00), Sugar Maple (\$531.00), and two Amur Maple Trees (\$978.00 and \$505.00) located within the City's Tweedsmuir Avenue right-of-way, should any of the trees die or decline in health as a result of the subject development. If the Amur Maple tree at the corner of Tweedsmuir Avenue and Scott Street requires removal by Light Rail Transit (LRT) work, \$505.00 in securities will be returned to the Owner. The City will consider a further release of the Security two years following the issuance of an occupancy permit.

The Owner acknowledges and agrees that the Security shall be returned to the Owner once the Owner has provided the City with a report prepared by a Registered Professional Forester at the Owner's sole cost, and to the City's satisfaction ('the "Report"'), confirming that:

- a) The four trees are in good health and condition, and are not declining as a result of root disturbances;
- b) The trees are structurally stable and healthy; and
- c) The trees will not die as a result of the site development.

The Owner further acknowledges and agrees that, if in the opinion of the City Forester and/or the General Manager, Planning, Infrastructure and Economic Development, the Report indicates that the tree(s) must be removed, the portion of the Security related to the tree(s) set out above that is/are to be removed, in its entirety, shall be forfeited.

In the event that any of the three protected trees are damaged or destroyed in any manner two years following the issuance of an occupancy permit or if the Report indicates that one or more of the trees should not be retained, the Owner shall remove the damaged and/or destroyed tree(s), and shall re-instate, at its expense and to the satisfaction of the General Manager, Planning, Infrastructure and Economic Development Department, any property of the City, including to, sidewalks, curbs and boulevards, which is damaged as a result of the subject development.

49. Maintenance and Liability Agreement

The Owner acknowledges and agrees it shall be required to enter into a Maintenance and Liability Agreement with the City, for all plant and landscaping material (except municipal trees), decorative paving and street furnishings placed in the City's right-of-way along McRae Avenue, Scott Street, and Tweedsmuir Avenue in accordance with City Specifications, and the Maintenance and Liability Agreement shall be registered on title, at the Owner's expense, immediately after the registration of this Agreement. The Owner shall assume all maintenance and replacement responsibilities in perpetuity.

50. Permanent Encroachment Agreement

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

51. On-Site Parking

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

"The purchaser, tenant or sublessee acknowledges the unit being rented/sold may not be provided with any on-site parking. Should a tenant/purchaser have a vehicle for which they wish to have parking, that alternative and lawful arrangements may need to be made to

accommodate their parking need at an alternative location. The Purchaser/Tenant/Sublessee acknowledges that the availability and regulations governing on-street parking vary; that access to on-street parking, including through residential on-street parking permits issued by the City cannot be guaranteed now or in the future; and that a purchaser, tenant or sublessee intending to rely on on-street parking for their vehicle or vehicles does so at their own risk.”

52. Elevations

The owner acknowledges and agrees to construct the proposed building in accordance with the approved exterior elevation drawings. The owner further agrees that any subsequent proposed changes to the approved exterior elevations shall be filed with the General Manager, Planning, Infrastructure and Economic Development Department, and agreed to by both parties prior to their implementation.

53. Waste and Recycling Collection

a) Residential Units

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

b) Non-Residential/Commercial Units

The Owner acknowledges and agrees that waste collection and recycling collection will not be provided by the City and it shall make appropriate arrangements with a private contractor for waste collection and recycling collection at the Owner's sole expense. The Owner shall consult a private contractor regarding any access requirements for waste and/or recycling collection.

54. Section 37 Community Benefit

Pursuant to the Section 37 Agreement, registered as Instrument No. OC2340594, the owner acknowledges and agrees to pay the community benefit monies being the total of:

- a) ONE MILLION, FIVE HUNDRED SEVENTY-TWO THOUSAND AND ONE HUNDRED DOLLARS (\$1,572,100.00), indexed to the Statistics Canada Non-Residential Construction Price Index for Ottawa.

The specific public benefits to be secured and provided are:

- i. A cash contribution of SEVEN HUNDRED AND FORTY-SEVEN THOUSAND, SIX HUNDRED DOLLARS (\$747,600.00) into a Ward 15 specific fund for pedestrian/cycling connectivity improvements, including but not limited to lighting along pathways; and
- ii. A cash contribution of EIGHT HUNDRED AND TWENTY-FOUR THOUSAND, FIVE HUNDRED DOLLARS (\$824,500.00) to construct a public park on the land zoned O1 on McRae Avenue.

55. Park Landscaping

The Owner acknowledges and agrees that no work within the right-of-way (ROW) frontage of the future park block will be a park cost. All ROW work including tree planting, topsoil and sod, and all hard surface work will be at the Owner's expense.

Where a park plaza or landscape feature extends into the ROW as a continual element of the park design and construction, this work may be considered park work at the discretion of the General Manager, Recreation, Cultural and Facility Services.

56. Limiting Distance Agreement

The City will consider entering into a Limiting Distance Agreement with the Owner with respect to the proximity of and ground floor glazing coverage proposed for the building abutting the park block. The Owner shall be responsible for execution of the Limiting Distance Agreement(s), including any and all administrative and legal fees and requirements.

57. Limiting Distance Compensation Agreement

Upon acceptance and confirmation of the Limiting Distance Agreement (LDA) requirements by the City and Owner, the Owner shall initiate the City Corporate Real Estate Office (CREO) Limiting Distance Compensation Agreement process for the encumbrance on the park block. Said compensation shall be determined by CREO in accordance with current policies and requirements associated with an encumbrance easement. The Owner shall bear any appraisal costs incurred by the City and all fees associated with execution of the agreement, and the Limiting Distance Compensation Agreement will need to be finalized prior to the issuance of a LDA and superstructure building permit by City Building Code Services.

Unless otherwise directed by City Policy requirements, the compensation funds shall be directed to a City Parks account to benefit and supplement the specialty park space amenity construction costs, maintenance costs and/or asset management requirements for the specialized amenities within the park block.

58. Maintenance and Liability Agreement – Park Block

The Owner shall be required to enter into a maintenance and liability agreement for the park block, which will reflect the specialized non-standard amenities and requirements for the park design. The division of responsibilities and costs shall be negotiated and itemized in said agreement and the Owner shall assume maintenance and replacement responsibilities in perpetuity.

The maintenance and liability agreement shall be included as a Schedule or Appendix to this agreement, subject to approval of the City Legal Services Department.

59. Parkland Dedication

- a) In accordance with the Planning Act and the City of Ottawa Parkland Dedication By-law, the Owner shall convey a block for parkland dedication purposes calculated at 10 percent of the land area of the gross site area being developed, the size and orientation of the park block is to be to the satisfaction of the General Manager, Planning, Infrastructure and Economic Development Department.
- b) The Owner acknowledges and agrees that the total required parkland dedication is a minimum 526 square metres which will be confirmed by an 4R-Plan, and said 4R-Plan will also identify the encroachment of 344 McRae Avenue as a Part on the 4R-Plan on the future park block. The conveyance of the block to the City for parkland shall include clearance of all existing conditions encroachments and encumbrances, at the Owners cost, prior to the registration of the Site Plan Agreement.
- c) The Owner acknowledges and agrees that the park block must be conveyed to the City in a state that allows the block to be fully developable for its intended uses based on a soils and geotechnical report. The park block must be free of any existing utilities and/or underground services, and the Owner will also remove and dispose of existing asphalt and granular base not deemed suitable for repurposing and use within the park block. If any constraints to development of the park block are found the measures necessary to mitigate the constraints and to provide a subgrade suitable for the intended park uses will be undertaken by the Owner, to the satisfaction of the General Manager, Planning, Infrastructure and Economic Development Department.

- d) The Owner acknowledges and agrees that prior to the assumption of the park by the City, the Owner will retain all liability for the transferred block and that said transfer will in no way exonerate the Owner from its responsibility pursuant to the terms of this agreement. The exact area must be determined by legal survey. The Owner shall provide an electronic copy of the Deed and a copy of the Deposited Reference Plan indicating the parkland, prior to execution of the agreement by the City. Such reference plan must be tied to the Horizontal Control Network in accordance with the municipal requirements and guidelines for referencing legal surveys and will have been submitted to the City Surveyor for review prior to its deposit in the Registry Office. All costs associated with the creation of and transfer of ownership to the City for the park block will be the responsibility of the Owner.

60. Protection of Public Parklands

- a) Save and except as contemplated by stockpiling and staging conditions, the Owner shall neither deposit, nor permit to be deposited, fill, snow, debris, building materials, granular, excavated materials, topsoil or construction equipment, nor allow vehicle parking, storage or access for any purposes on the future park block, without the prior consent of the General Manager, Planning, Infrastructure and Economic Development Department.
- b) The Owner shall undertake a soil analysis of the designated park block to determine its composition and drainage characteristics to a minimum 2 metre depth. The Owner shall clearly demonstrate to the satisfaction of the General Manager, Planning, Infrastructure and Economic Development Department that the soils in the park block are capable of supporting the development of park facilities such as pathways, interlock, structural weight-bearing concrete amenities, water features, and landscaping. More detailed soils investigations may be required, to be determined by the General Manager, Planning, Infrastructure and Economic Development Department and any additional investigations or remediation required will be at the sole expense of the Owner.
- c) Subject to the approved grading and drainage details for the development, in the event that retaining walls are required within the park block to protect the abutting existing residential lot(s) and achieve contained, adequate and suitable overland flow drainage requirements, shall be provided by the Owner and the Owner shall level and grade the park as required by the City, to the satisfaction of the General Manager, Planning, Infrastructure and Economic Development Department.
- d) The City acknowledges and agrees that the Owner has the right to stage for construction on the park block without any additional fees or agreement, until such time as the park block construction is scheduled.

- e) The Owner acknowledges and agrees that should any part of park block be permitted for the use of stockpiling materials or staging, once the use is completed, all materials will be removed from the park block and a qualified engineer will ensure that the subgrade is suitable for final park development and that no contaminants have been deposited on the park blocks all to City Standards. Any remediation required to the park as a result of the developers use of the park blocks will be at the Owners expense and to the satisfaction of the General Manager, Planning, Infrastructure and Economic Development Department.
- f) The Owner shall install a solid commercial grade PVC fence, or approved equivalent, a minimum 1.8m (6ft) height along the common property line between the future park and 344 McRae Avenue, 337 Tweedsmuir Avenue and 341 Tweedsmuir Avenue. The fence shall be installed 0.15m on the park property side of the common property line, and the location of the fence shall be verified by an Ontario Land Surveyor. All fences must adhere to the City's fence By-law 2003-462.
- g) The Owner shall install a solid commercial grade PVC fence, or approved equivalent, a minimum 1.2m (4ft) height between the park block and rear courtyard area of the development to screen the air intake unit. Should the air intake unit be of a height more than 1.2m (4ft), the fence height shall be increased. Any gates proposed or required shall be lockable from the private side of the fence and shall be self-closing / self-locking, and swing in towards private property. All fences must adhere to the City's fence By-law 2003-462.
- h) The Owner shall install tree protection fencing around any tree to be retained within or on the common property line of the park block meant for retention. Fencing shall be installed prior to any site works and shall be maintained in good order throughout the construction period. Any removal or revisions to the location of temporary fencing shall be to the satisfaction of the General Manager, Planning, Infrastructure and Economic Development Department. The Owner further agrees to provide trimming and pruning, in accordance with Forestry Services best practices, prior to or in accordance with the park block construction.

61. Park Design and Construction

- a) The Owner acknowledges and agrees to undertake the preliminary concept design, at its cost, for the park, as identified by a Block(s) on a 4R-Plan in accordance with City Specifications and Standards. The Owner further agrees to provide for approval, design plans for the parks at his/her expense to the satisfaction of the General Manager, Planning, Infrastructure and Economic Development Department. The plans will

detail the design, specifications, costs and amenities to be provided in the park.

- b) The expected park construction budget for the park shall be in accordance with the Section 37 agreement. If the approved park concept design contains amenities proposed by the Owner that exceed the park design and construction budget, the City shall not be responsible for these items, and any subsequent additional funds to complete the construction of the park in accordance with the approved design plans(s) shall be at the Owners cost.
- c) In reference to the park design drawings:
 - i. The Owner acknowledges and agrees that the park program (amenities to be included in the park design) will be determined by the City, in consultation with the Owner, and provided to the Owner for the development of the concept. The final composition and distribution of the park amenities in the park block shall be to the satisfaction and approved by the General Manager of Recreation Culture and Facility Services.
 - ii. The Owner acknowledges and agrees that the park design shall comply with all City guidelines for the design of public spaces, including but not limited to; the Parks and Pathway Manual, accessibility; the Older Adult Plan, play equipment safety and other applicable policies and guidelines.
 - iii. The Owner acknowledges that the City has advised them that the park concept plan will be subject to review and comment through public consultation to be carried out by the City. The park concept plan may require further edits based on the feedback received through these public forums. The City will review and give approval to the park concept prior to review through public consultation.
- d) The Owner shall undertake a geotechnical and soils analysis of the designated park block to determine its composition and drainage characteristics to a minimum 2 metre depth. The Owner shall clearly demonstrate to the satisfaction of the General Manager, Planning, Infrastructure and Economic Development Department that the soils and base materials in the park block are capable of supporting the development of park facilities such as, but not limited to, pathways, structural concrete load bearing amenities, retaining walls, park shelters, water features and vegetation growth. If the Owner uses the Park for stockpiling and storage, the geotechnical report must be performed and submitted after these uses are complete. Any imported fill materials required to be provided by the Owner shall meet all current Park Fill Requirements.

- e) Unless otherwise specified, the Owner shall provide the following services and utilities to the Park Block:
- i. A 300mm diameter storm sewer and CB/MH at 2m inside the park property line;
 - ii. A 50mm diameter water line complete with water vault chamber at 2m inside the park property as per city standard details for unit price contracts park water service. Costs for the water meter shall be paid for by the City or be included as part of the park construction budget for the park;
 - iii. 200mm diameter sanitary sewer and MH at 2m inside the park property line;
 - iv. A 120/240 volt, 200 ampere single phase hydro service at 2m inside the park property line complete with electrical kiosk for park services as per city standard details for unit price contracts. The Owner is responsible for making all arrangements and coordinating the connection of the new hydro service, including costs and inspections, with the respective electrical agencies.
- f) The Owner acknowledges and agrees to provide all additional servicing infrastructure to the park block to provide fully functioning park amenities in accordance with the approved park design plans. Save and except for those costs identified for the water meter, all costs for servicing and utilities are to be assumed by the Owner and are not included in the park construction budget for the park.

All Works shall be shown on the approved drawings and shall be subject to the approval of the General Manager, Planning, Infrastructure and Economic Development Department.

- g) All Owner obligations associated with the Park must be completed to the satisfaction of the General Manager of Planning and Growth Management within 12 months of 50% of the residential units are granted occupancy permits , or at such date as approved in writing by the General Manager, Planning, Infrastructure and Economic Development Department.

62. Pre-construction Meeting

The owner agrees to hosting a pre-construction meeting with the community and Ward Councillor's office prior to the start of excavation and construction on the Site.

63. Funds for Crossing Guard

Prior to the registration of this Agreement, the Owner acknowledges and agrees to provide confirmation of its arrangement with the Ottawa Safety Council for the employment of a crossing guard, as well as evidence demonstrating that it has paid the Ottawa Safety Council in respect of such employment. The crossing guard will be positioned at a location to be decided in the future based on an assessment that will determine where it would be most needed, to assist residents in crossing the street. The Owner acknowledges and agrees to maintain and provide funding for the crossing guard during the period of excavation that coincides with the school year. Should in-person learning not be occurring in Ontario due to the on-going Covid-19 pandemic, the crossing guard and associated funds will not be required.

June 24, 2021



Date

Douglas James
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

File Number: D07-12-20-0035

SITE LOCATION

320 McRae Avenue and 315 Tweedsmuir Avenue, and as shown on Document 1.

SYNOPSIS OF APPLICATION

The property is located on the southwest corner of Scott Street and McRae Avenue and is 5,200 square metres in area. It has approximately 49 metres of frontage along Scott Street, 45 metres along Tweedsmuir Avenue and 148 metres along McRae Avenue. The site was previously occupied by two detached residential dwellings, an automobile service station and a surface parking lot.

The site is surrounded by a mix of land uses and densities. To the north, across Scott Street, is the Transitway and Westboro Transit Station, which are proposed to be converted to Light Rail Infrastructure as part of Phase 2 of the LRT expansion. On the southeast corner of Scott and McRae, is a 25-storey mixed-use development currently under construction. Across McRae Avenue, to the east is a recently constructed mixed-use, mid-rise development. To the south, along McRae Avenue, is a residential building and an automobile dealership. To the south and west, along Tweedsmuir Avenue and Athlone Avenue, are low-rise residential dwellings. On the southwest corner of Tweedsmuir Avenue and Scott Street is a one-storey commercial building currently occupied by a moving company.

The purpose of the Site Plan application is to permit a mixed-use development comprised of a 26-storey tower, with a six-storey podium at the north end of the site, a three-storey residential component along Tweedsmuir Avenue, a four-storey mixed-use component along McRae Avenue and a future public park at the south end of the site. The proposed development will contain approximately 336 residential units, ground floor retail uses, 180 underground parking spaces and 190 bicycle spaces.

DECISION AND RATIONALE

This application is approved for the following reasons:

- The application is consistent with the “Traditional Mainstreet” and “General Urban Area” designations of the Official Plan, providing intensification in a built form with quality urban design and compatibility.

- The development is consistent with the Richmond Road / Westboro Secondary Plan, which allows for taller buildings and encourages developments that are transit supportive, satisfy urban design and compatibility policies, and provides community benefits.
- The Zoning By-law Amendment application associated with this development (file No. D02-02-20-0026) was approved by City Council on April 28, 2021. No appeals were received and the zoning is now in full force and effect. The proposed development complies with the Traditional Mainstreet, Exception 2489 and Parks and Open Space Zone now applicable to this site.
- The proposal is in keeping with the Urban Design Guidelines for Development along Traditional Mainstreet and the Transit-Oriented Development (TOD) Guidelines.
- The approval is subject to a Site Plan Agreement to ensure the appropriate conditions and plan details are secured, including but not limited to, community benefits derived from the Section 37 agreement, the protection of trees along Tweedsmuir Avenue, and the public park.

PARKLAND DEDICATION

Parkland dedication, in accordance with By-law 2009-95, is being satisfied within this approval through the dedication of land as detailed in the above conditions.

URBAN DESIGN REVIEW PANEL

The Site Plan Control application was subject to the Urban Design Review Panel process. A formal review meeting was held on August 7, 2021.

The panel's recommendations from the formal review meeting are attached as Document 2.

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

- The building was redesigned to incorporate additional setbacks. In particular, the tower was stepped back further from the podium, and loggias were added to further articulate the façade.
- The roofs have been treated with an alternative finish, to distinguish them from the top of the crown.
- Several windows along select facades were widened to mitigate the sense of verticality of the building and reduce the appearance of a solid façade.
- The building material on the McRae Avenue façade has been changed to brick to soften the scale of the building and reinforce its residential uses. The materiality on the Scott Street podium has also been changed to brick to further distinguish it from the tower.

- Through consultations with the City Forester, the proposed plan retains four trees, along Tweedsmuir Avenue, including the large Bur Oak tree. The owner also proposes to plant two street trees along the Scott Street frontage and eight trees along McRae Avenue.

ROAD MODIFICATIONS

There are road modifications associated with this site plan control application. The applicant has submitted a Road Modification package to the City.

CONSULTATION DETAILS

Councillor's Concurrence

Councillor Jeff Leiper was aware of the application related to this report. Councillor has concurred with the proposed conditions of approval.

Public Comments

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

Planning staff received 17 public comments regarding this application. The comments are grouped according to theme below:

Comment: Architecture

- Support for the overall look of the proposed building and hope that architectural details do not change through the site plan process. The rendered view shows a cap on the building which would fully hide utility structures. Please ensure that this cap remains
- Concerns related to the urban design and building materials
- Concern with the cumulative effect of towers along Scott Street

Response

Staff are satisfied that the built form of the revised development is similar to the earlier proposal approved by Council in 2018. The roof treatment of the current development contains elements that visually screen rooftop utilities. The applicant has made some design changes in response to recommendations provided by the Urban Design Review Panel. The development is consistent with the relevant planning policies related to urban design and compatibility.

Comment: Park and Site Layout

- Concerns with the relocation of the park to the south end of the project. In the previous design, the park acts as a natural transition between high density and lower density elements of the project. New design creates a 140 metre wall along McRae with no break. Concern with canopy encroaching into the park.

Response

City parks staff have reviewed and are satisfied with the new park location at the south end of the site. The canopies encroaching into the park have been removed.

Along McRae Avenue, where the podium meets the four storey residential component, there is a break in the streetwall, adding visual interest to the streetscape and providing space for a patio along the street.

Comment: Traffic

- Concerns about increased vehicular traffic along Scott Street and in the general neighbourhood. Not all patrons and residents will use LRT.
- Concerns with safety of children with increased pedestrian and vehicular traffic
- Concerns with increased delivery vehicles and loading areas

Response

The conclusions of the Transportation Impact Assessment prepared by CGH Transportation state that the study area intersections operate satisfactorily during the peak hours in the existing conditions, 2022 future background operational analysis, and 2027 future background conditions. Additional details can be found in the report prepared by CGH.

The proposed development will introduce wider sidewalks, lined with street trees, which will establish a safer pedestrian-friendly environment within a dense urban context. The proposed loading area for this development is provided internal to the building, with access from Tweedsmuir Avenue.

Comment: Parking

- Concern about a lack of parking for residential units and the commercial units
- Concern that this development will create more demand for parking within the community.

Response:

Proximity to the Westboro Transit Station requires a lesser number of vehicle parking spaces as residents and tenants are anticipated to rely more on transit and/or cycling for their daily transportation. The proposed development strikes a balance between

providing enough parking spaces to ensure limited spillover impacts on other streets while also promoting transit usage and active transportation.

Comment: Construction

- Concerns with improper management of construction waste and debris, which often ends up on their property from other construction in the area.
- Ensure that during construction the sidewalks on McRae, Scott and Tweedsmuir remain unobstructed and usable. A solution would be to use the space for the terraced homes as a construction yard until the tower is built, and then build homes in the usual way that does not block sidewalks.
- Concerns with safety of children around construction activity

Response:

Although the construction of this project is not a matter considered by planning staff, the applicant indicates that a construction management plan and a preliminary site staging plan have been prepared to manage the construction site appropriately. Additionally, discussions with Councillor Leiper's office were held on August 5th, 2020 regarding community concerns for the construction area and process for managing construction.

Comment: Building height

- Concerns with the height of the building and feels 10 storeys would be more appropriate.
- Are there any implications in terms of the number of units in the building if the height of the building is increased?

Response:

Staff are satisfied that the proposed building height is a minor deviation of 2.5 metres above what is currently permitted.

Pursuant to Section 37 of the *Planning Act*, the City may authorize increases in the height and density of development above the levels otherwise permitted by the Zoning By-law, in return for the provision of community benefits. The project must represent good land use planning. Staff are satisfied that the incremental increase in height represents good planning.

The owner is required to provide an additional Section 37 contribution, valued at \$130,000.00, to reflect the incremental change in density.

Comment: Grading

- Concerns with the change in grade between the lots on Tweedmuir Avenue and the subject site, and how the demolition of the existing building will impact the rear yards along Tweedsmuir.

Response:

A Grading Plan was submitted includes measures such as retaining walls along the property line to ensure proper grading and control of stormwater.

Comment: Trees

- While the bur oak tree on Tweedsmuir is to be protected, there are two other trees on either side of the bur oak that, while not as large or mature, should also be protected. They are the same distance from the current sidewalk.

Response:

The amur maple tree located north of the bur oak will be protected, however, the second tree on the other side of the bur oak will have to be removed to accommodate the access entrance.

City staff from both Forestry Services and Planning are involved in retaining and protecting this tree during the site redevelopment of the site. The developer has submitted a tree conservation report which staff are supportive of; they will work with the developer through ongoing planning, regular site visits and if necessary, enforcement to ensure that the tree has the highest probability of survival after development.

Comment: Bird-Friendly Design

- More than 250,000 birds collide with glass each year in Ottawa, and more than a billion in North America. Collisions with glass were identified as a major danger to birds in the Ottawa Bird Strategy (attached). We are concerned about this design as glass appears to be the main feature. The location close to the river, which is a major migratory pathway, also means there will be more birds in the area in danger of colliding.
- Optimally, the building would follow CSA bird-friendly design standards, the Toronto Green Standard or Ottawa's developing standard. Following bird-friendly standards is mandatory in many cities, including Toronto and New York, so there is no reason why developers cannot do so in Ottawa. Bird-friendly design also often aligns with sustainability goals such as energy conservation.
- We are concerned by the large areas of glass on the lower levels that will reflect vegetation and cause collisions, especially as much of the glass appears to be adjacent to treed areas. We are also concerned by clear-glass balcony railing

panels, a feature that can be easily made bird-friendly by using patterned glass. We currently monitor several buildings in Westboro with many collisions, showing that buildings in this area will experience collisions unless designed to prevent them.

- Federal law protects migratory birds, and there is legal precedent in Ontario that property owners are responsible for collisions at their buildings. Making buildings bird-friendly is most cost-efficient at the design and building stage and can be cost-neutral. Using patterned or frosted glass would greatly reduce the number of collisions at minimal cost. Safe Wings would be happy to provide more information to the developer about easy and low-cost solutions that would help make this building more sustainable and protect our local wildlife.

Response:

The project is located a significant distance from forests, major parkland, waterfront areas and wetlands.

The proposed building design avoids design traps (interior courtyards and open topped atria).

Where linear landscaping is provided near the glazed building façade, canopies have largely been provided to obscure habitat reflections.

Comment: Occupancy

- There are currently empty storefronts in the neighbourhood. Is more commercial and retail space needed?
- Businesses will not survive without parking

Response

The proposed development aligns with Richmond Road/Westboro Secondary Plan policies by encouraging the evolution of Scott Street to a mixed-use live/work environment, that takes advantage of the proximity to the Westboro Transit Station.

Comment: Accessibility

- Proposal provides “only” 7 accessible parking spaces
- all accessible parking spaces are available on the first floor of the underground parking facilities but the applicant fails to indicate if the accessible parking spaces are for apartment owners or business owners or for both of them.
- easy access to parking on the street is becoming less optional as the City is committed to increasing bicycles lanes to promote a more environmental friendly option of transportation. This policy is leaving drivers with handicapped permits less options on street parking subsequently forcing them to opt supporting

suburban shopping malls and be patrons of business that consider their needs by providing easy accessible parking facilities.

Response

The proposed number of accessible parking spaces meets the recommendations of the City of Ottawa's Accessibility Design Standards. The Standards state that 4% of the total number of spaces should be accessible, which has been met by the proposed development. The new development will also be required to meet the accessibility criteria contained within the Ontario Building Code.

Technical Agency/Public Body Comments

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

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 application as well as timeline delays associated with workload.

Contact: Kimberley Baldwin Tel: 613-580-2424, ext. 23032, fax 613-580-2576 or e-mail: Kimberley.Baldwin@ottawa.ca

Document 1 – Location Map



D02-02-20-0026
D07-12-20-0035

20-0308-L

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REVISION / RÉVISION - 2020 / 04 / 16

LOCATION MAP / PLAN DE LOCALISATION
ZONING KEY PLAN / SCHÉMA DE ZONAGE
SITE PLAN / PLAN D'EMPLACEMENT



320 av. McRae Avenue
315 av. Tweedsmuir Avenue

Entire map area is affected by the Mature Neighbourhoods Overlay (section 139) /
Tout le secteur de la carte est touché par la Zone sous-jacente de quartiers établis (article 139)





320 MCRAE STREET and 315 TWEEDSMUIR AVENUE | Formal Review | Zoning By-law Amendment and Site Plan Control Application | GWL Realty Advisors Inc.; NEUF Architect(e)s; James B. Lennox & Assoc.; FOTENN Planning & Design



Summary

- The Panel appreciates the changes to the design from the previous comments; however, the Panel still has some lingering concerns with respect to the bulkiness of the tower with respect to the floor plate and materiality.
- The Panel strongly recommends that the applicant work closely with the City to preserve the existing trees and introduce new street trees along the McRae Ave and Scott Street frontages.

Built Form

With respect to overall mass of the tower:

- The proposed floor plate is still in excess of what the City's High-Rise Design Guidelines require and the Panel requests that the applicant explore ways of slimming down the bulkiness of the tower expression.
- The building could benefit from increased setbacks, especially along the Scott Street façade. Introducing greater setbacks will also improve some microclimate issues.
- Greater vertical articulation could be achieved by opening up the space above the top floor balconies to the sky, so that the silhouette of the building begins to be sculpted at the top.
- There is a suggestion to further articulate the façade of the tower to reduce its perceived bulkiness.

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