



**SITE PLAN CONTROL APPLICATION
DELEGATED AUTHORITY REPORT
PLANNING, REAL ESTATE AND ECONOMIC DEVELOPMENT DEPARTMENT**

Site Location: 1040 Somerset Street West

File No.: D07-12-13-0124

Date of Application: June 20, 2013

This SITE PLAN CONTROL application submitted by Claridge Homes (Hintonburg Yards) Inc. is APPROVED as shown on the following plan(s):

1. **Site Plan**, Drawing No. A-1.40, prepared by architectsAlliance, dated 2021-04-14, revision 22 dated 2022-09-13.
2. **Context Plan and Project Info**, Drawing No. A-1.11, prepared by architectsAlliance, dated 2021-09-17, revision 21 dated 2022-07-11.
3. **Landscape Plan**, Drawing No. L-100, prepared by James B. Lennox & Associates Inc., dated JANUARY 2013, revision 13 dated 04/06/2022.
4. **Tree Conservation Report**, Drawing No. L2, prepared by James B. Lennox & Associates Inc., dated JANUARY 2013, revision 6 dated 08/10/2022.
5. **Elevations**, Drawing No. A-4.01, prepared by architectsAlliance, dated 2021-07-30, revision 21 dated 2022-07-11.
6. **Elevations**, Drawing No. A-4.02, prepared by architectsAlliance, dated 2021-07-30, revision 21 dated 2022-07-11.
7. **General Plan of Services**, Drawing No. 112191-GP, prepared by Novatech Engineers Ltd., Novatech project No. 112191-01, dated JAN 31/13, revision 07, dated MAY 4/21.
8. **Grading Plan**, Drawing No. 112191-GR, prepared by Novatech Engineers Ltd., Novatech project No. 112191-01, dated JAN 31/13, revision 07, dated MAY 4/21.
9. **Erosion and Sediment Control Plan**, Drawing No. 112191-ESC, prepared by Novatech Engineers Ltd., Novatech project No. 112191-01, dated JAN 10, 2010.

And as detailed in the following report(s):

1. **Transportation Impact Assessment**, prepared by Novatech Engineers Ltd., dated December 18, 2020, revision 3 dated July 14, 2021.
2. **Road Modification Approval**, prepared by Transportation Engineering Services, City of Ottawa, File No. RMA-2021-TPD-030, dated March 15, 2021, final review dated July 30, 2022.
3. **Servicing Design Brief**, prepared by Novatech Engineers Ltd., Novatech project No. 112191-01, dated April 02, 2013, revised April 14, 2022.
4. **Stormwater Management Report**, prepared by Novatech Engineers Ltd., Novatech project No. 112191-01, dated April 02, 2013, revised April 14, 2022
5. **Phase I – Environmental Site Assessment**, prepared by Paterson Group, dated May 14, 2012.
6. **Phase I - Environmental Site Assessment Update**, prepared by Paterson Group, dated November 30, 2020
7. **Phase II Environmental Site Assessment**, prepared by Paterson Group, dated May 10, 2012.
8. **Phase II - Environmental Site Assessment Update**, prepared by Paterson Group, dated November 30, 2020
9. **Noise Control Study**, prepared by Novatech Engineers Ltd, dated April 2, 2013.
10. **Vibration Consulting Services Memo**, prepared by RWDI, dated 2021-05-17.
11. **Geotechnical Investigation**, prepared by Paterson Group, dated August 12, 2021, revised October 4, 2021.
12. **Geotechnical Response to Peer Review Comments**, PG2674-MEMO.09, prepared by Paterson Group, dated August 12, 2021.
13. **Geotechnical Response to Peer Review Comments**, PG2674-MEMO.10, prepared by Paterson Group, dated October 4, 2021.
14. **Geotechnical Response to City Comments**, PG2674-MEMO.14, prepared by Paterson Group, dated March 28, 2022.
15. **Geotechnical Response to City Comments**, PG2674-MEMO.14 Revision 1, prepared by Paterson Group, dated May 17, 2022.
16. **Pedestrian Wind Study**, prepared by RWDI, dated May 20, 2015.
17. **Continued Validity of May 20, 2015 Pedestrian Level Wind Tunnel Study**, prepared by RWDI, dated December 1, 2020.

18. **Claridge Emergency Work Plan for the Somerset Street Bridge Settlement/Displacement**, prepared by Claridge Homes, dated April 6, 2022.
19. **Trillium Line Level 3 Proximity Study**, Prepared by Paterson Group, dated February 18, 2021.

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, Real Estate 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, Real Estate 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, Real Estate 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, Real Estate 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, Real Estate 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, Real Estate 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, Real Estate 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, Real Estate and Economic Development, the aforesaid Works are proceeding satisfactorily toward completion. The Owner shall obtain the prior consent of the General Manager, Planning, Real Estate 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, Real Estate 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.

Special Conditions

10. On-Site Parking

The Owner acknowledges and agrees that units within the proposed building(s) will not be provided with on-site parking. In the event any future tenant or purchaser wishes to have parking, the Owner acknowledges that alternative and lawful arrangements will need to be made to address parking needs at an alternate location and such arrangements are solely the responsibility of the person seeking parking. The Owner further acknowledges and agrees 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 tenant or purchaser intending to rely on on-street parking for their vehicle or vehicles does so at their own risk.

The Owner acknowledges and agrees that a notice-on-title respecting on-site parking, as contained in Clause 4 below, 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.

11. 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 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 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."

12. Exterior Elevations Drawings

The Owner acknowledges and agrees to construct the proposed building in accordance with the approved Elevation plans, referenced in Schedule “E” herein. The Owner further acknowledges and agrees that any subsequent proposed changes to the approved Elevations plans shall be filed with the General Manager, Planning, Real Estate and Economic Development and agreed to by both the Owner and the City prior to the implementation of such changes. No amendment to this Agreement shall be required.

13. Traffic Management Plan

Prior to the issuance of a building permit, the Applicant must provide a construction Traffic Management Plan. Such plan shall be to the satisfaction of the Manager, Traffic Management, Transportation Services Dept. Should any unforeseen circumstance arise, it may be necessary to make amendments to these conditions and / or revoke approval.

14. Replacement Trees in City’s Right-of-Way

The Owner acknowledges and agrees that for the 10 trees that are to be removed from the Rail Corridor and Breezehill Avenue North right-of-way due to conflicts with new pathways and construction access, the Owner shall pay \$3,400.00 for 10 replacement trees as referenced in Schedule “B” herein and as agreed upon with the City’s Forestry Services Branch. Six replacement trees in the City’s right-of-way are to be planted by the developer as shown on the approved Landscape Plan. Credit is provided for replacement plantings at \$400/tree, therefore owing compensation shall be reduced from \$3400.00 to \$1000.00. The Owner further acknowledges and agrees that the City will plant the remaining replacement trees as part of the City’s annual planting program.

15. Cash-in-Lieu of Parkland

The Owner shall pay cash-in-lieu of parkland in accordance with the Parkland Dedication By-law of the City of Ottawa, as well as the fee for appraisal services. The monies are to be paid at the time of execution of the Site Plan Agreement.

16. Multi-Use Pathway

- a. At no cost to the City, the Owner acknowledges and agrees it shall be responsible to construct a 2.3-metre-wide multi-use pathway adjacent to the easterly edge of the property, as shown on the approved Site Plan referenced in Schedule “E”. The pathway shall be constructed and lit to the satisfaction of the General Manager, Planning, Real Estate and Economic Development Department.
- b. The Owner acknowledges and agrees it shall be responsible for the Maintenance and Liability for all surfacing materials placed in the Multi-Use Pathway. The maintenance of the area shall also include snow clearing.

17. Multi-Use Pathway Design

The Owner agrees to provide the detailed design for a public multi-use pathway along the western side of the O-train corridor between Somerset Street West and Gladstone Avenue to the satisfaction of the General Manager, Planning, Real Estate and Economic Development Department.

18. Pathway Easement

Prior to the registration of this Agreement, the Owner shall grant to the City, at no cost to the City, an unencumbered 2.3 metre wide pedestrian easement along the eastern property line, as shown on the approved Site Plan, to the satisfaction of the General Manager, Planning, Real Estate and Economic Development Department. The Owner shall provide a Reference Plan for registration, indicating the pedestrian easement, to the City Surveyor for review and approval prior to its deposit in the Land Registry Office. Such reference plan must be tied to the Horizontal Control Network in accordance with the municipal requirements and guidelines for referencing legal surveys. The Owner acknowledges and agrees to provide an electronic copy of the Transfer and a copy of the deposited reference plan to the City Clerk and Solicitor prior to registration of the easement. All costs shall be borne by the Owner. The easement documents shall specify that the easement grants at grade access to the parts identified on the Reference Plan.

19. Transportation Impact Assessment

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, or as approved through the Site Plan Control process, is fully implemented, to the satisfaction of the General Manager, Planning, Real Estate and Economic Development.

In order to encourage travel by sustainable modes, and as identified in the Transportation Impact Assessment, the Owner acknowledges and agrees to provide the following TDM measures:

- a) Display local area maps with walking/cycling access routes and key destinations at major entrances;
- b) Display relevant transit schedules and route maps at entrances;
- c) Unbundle parking cost from monthly rent; and
- d) Provide a multimodal travel option information package to new residents.

20. 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 Somerset Street W and Breezehill Avenue N. 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

21. Road Modifications

The Owner acknowledges and agrees that it is responsible for the cost of all road modifications as identified in the Roadway Modification Approval Report (RMA-2021-TPD-030) as approved by the Manager, Planning, Real Estate and Economic Development, including but not limited to the traffic signal installation and flashing beacon, required on Somerset Street and Breezehill Avenue intersection to accommodate this development. The Owner(s) shall post required securities to the satisfaction of General Manager Planning and Growth Management.

22. Maintenance of Signals

The Owner shall enter into an agreement with the City to pay for the annual maintenance and operating costs of the Traffic Control Signal (TCS) until a study, conducted by the City confirms that this location meets the warrants for signalization. If found to be warranted, the City will assume the maintenance and operating costs of the TCS beginning January 1st of the following year. Once the TCS is operational the Owner may request the City to undertake a traffic count to determine if the intersection meets the warrants for signalization. The Owner is responsible for reimbursing the City for all costs associated with this count and subsequent analysis. If the location is found to meet the warrants for signalization this cost will be waived.

23. Private Approach Detail

The Owner agrees that all private approaches, including temporary construction access to the subject lands, shall be designed and located in accordance with and shall comply with the City's Private Approach By-Law, being By-law No. 2003-447, as amended, and shall be subject to approval of the General Manager, Planning, Infrastructure and Economic Development.

24. Maintenance and Liability Agreement

The Owner acknowledges and agrees it shall be required to enter into a Maintenance and Liability Agreement for the pavers, plant and landscaping materials, planters, lighting and benches placed in the City's right-of-way along Breezehill Avenue N 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.

25. Permanent Features

The Owner acknowledges and agrees that no permanent features shall be permitted above and below grade within the City's widened right-of-way or corner sight triangle, including commercial signage, except as otherwise shown on the approved Site Plan referenced in Schedule E" herein.

26. Notice to Prospective Purchasers and Lessees Adjacent to O-Train corridor

The Owner shall inform all prospective purchasers and lessees, through a clause to be included in all agreements of Purchase and Sale, and in all lease agreements, and through information on all plans and documents used for marketing purposes, that the O-Train rail corridor is located adjacent to the purchaser's property and may generate noise or vibration at any time.

27. Noise Control Attenuation Measures

The Owner covenants and agrees that it shall retain the services of a professional engineer licensed in the Province of Ontario to ensure that the recommendations of the Road Traffic Noise Assessment Report, referenced in Schedule "E" herein (the "Report"), are fully implemented. The Owner further acknowledge and agrees that it shall provide the General Manager, Planning, Real Estate and Economic Development Department with confirmation issued by the professional engineer that the Owner has complied with all recommendations and provisions of the Report, prior to building occupancy, which confirmation shall be to the satisfaction of the General Manager, Planning, Real Estate and Economic Development Department.

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

- a. each unit is to be equipped with central air conditioning;
- b. each unit is to be fitted with a forced air heating system and ducting, and shall be sized to accommodate central air conditioning;
- c. 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, dated 1993, and the 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.
- d. 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;

- e. 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 _____ below.

28. 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.”

29. Certification Letter for Noise Control Measures

- a. The Owner acknowledges and agrees that upon completion of the development and prior to occupancy and/or final building inspection, it shall retain a Professional Engineer, licensed in the Province of Ontario with expertise in the subject of acoustics related to land use planning, to visit the lands, inspect the installed noise control measures and satisfy himself that the installed recommended interior noise control measures comply with the measures in the Noise Report 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, Real Estate 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, Real Estate 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.

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

30. 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, Real Estate 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, Real Estate and Economic Development.

31. 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.

32. 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 be liable 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 ___ 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.

33. 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.”

34. 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.

35. Requirement for Grease and Oil Interceptor

The Owner shall, in accordance with the City's Sewer By-law, being By-law No. 2003-514, as amended, install a grease and oil interceptor on the internal sanitary plumbing system in such a location where the storage or repair of vehicles occurs.

36. Stormwater Management Memorandum

Prior to registration of this Agreement, the Owner acknowledges and agrees to provide the General Manager, Planning, Real Estate and Economic Development, with a memorandum prepared by a Professional Engineer, licensed in the Province of Ontario, confirming that the designed roof-top scuppers and associated spill point elevations will be set equivalent to the top of the control weir of the approved roof drain elevation(s). The Owner further acknowledges and agrees that said memorandum shall be to the satisfaction of the General Manager, Planning, Real

Estate and Economic Development, and all associated costs shall be the Owner's responsibility.

37. 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, Real Estate and Economic Development 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 Breezehill Avenue 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, Real Estate and Economic Development and the City's Surveyor, showing the existing City Sewer System within City Center Avenue and Spruce Street and the location of the proposed building and its footings in relation to the City Sewer System;
 - iii. obtain a video inspection of the City Sewer System within Breezehill Avenue 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, Real Estate and Economic Development.
- b. Upon completion of construction on the lands, the Owner shall, at its expense and to the satisfaction of the General Manager, Planning, Real Estate and Economic Development:
 - i. obtain a video inspection of the existing City Sewer System within Breezehill Avenue 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 City Center Avenue and Spruce Street and compensate the City for the full amount of any required repairs to the City Sewer System.

38. 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 and Storm Water Management Report, 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.

39. 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, Real Estate 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, Real Estate 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, Real Estate 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, Real Estate and Economic Development.

40. 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, Real Estate 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.

41. 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.

42. Private Storm Sewer Connection to City Sewer System

The Owner acknowledges and agrees that any new storm sewers to be installed as part of this development shall not be connected to the City's existing storm sewer system until such time as either:

- a. a certificate of conformance and As-built Drawings have been received from a Professional Engineer, licensed in the Province of Ontario, certifying that all required inlet control devices have been properly installed to City Standards or Specifications, and that the storm sewer system has been installed in accordance with the approved engineering drawings for site development and City Sewer Design Guidelines. The inlet control devices shall be free of any debris; or
- b. a flow limiting orifice plate, designed by a Professional Engineer licensed in the Province of Ontario and to the satisfaction of the City, has been installed at the storm water outlet prior to connecting any upstream storm sewers.

Such orifice plate shall not be removed until subsection (a) above has been satisfied and approved by the General Manager, Planning, Real Estate and Economic Development.

43. Use of Explosives and Pre-Blast Survey

- a. The Owner acknowledges and agrees that all blasting activities will conform to the City's Standard S.P. No. F-1201 entitled *Use of Explosives*, as amended. Prior to any blasting activities, a pre-blast survey shall be prepared as per S.P. No. F-1201, at the Owner's expense, for all buildings, utilities, structures, water wells and facilities likely to be affected by the blast, in particular, those within seventy-five (75) metres of the location where explosives are to be used. The standard inspection procedure shall include the provision of an explanatory letter to the owner or occupant and owner with a formal request for permission to carry out an inspection (the "Notification Letter").
- b. The Owner acknowledges and agrees that the Notification Letter(s) shall be in compliance with City Standard S.P. No. F-1201 and to the satisfaction of the General Manager, Planning, Real Estate and Economic Development. Pursuant to City Standard S.P. No. F-1201, the Owner or its agents, contractors and subcontractors shall provide written notice to all owners and tenants of any building and/or facility located within a minimum of one hundred and fifty (150) metres from the blasting location at a minimum of fifteen (15) business days prior to any blasting. The Owner further acknowledges and agrees that it shall provide a copy of the Notification Letter(s) to the General Manager, Planning, Real Estate and Economic Development prior to any blasting activities.

44. 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.

45. 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, Real Estate 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.

46. Somerset Bridge (LRT Underpass)

In order to help ensure the integrity of the Somerset Bridge located close to the north-eastern boundary of the site, which is an important infrastructure of the City of Ottawa, the Owner acknowledges and agrees to undertake the following:

- i. 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.

- ii. 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.
- iii. In the event that the levels of vibration momentarily exceed the maximum limits or the settlements exceed the 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 exceedance shall be reported to the Construction Services Branch of the City.
- iv. In the event of any requirement for emergency repairs of this bridge, 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.
- v. 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 infrastructure (the Bridge), 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.
- vi. 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 \$10,000,000 when the nearby light rail is not running, and increased to \$ 50,000,000.00 when nearby light rail is running and shall be kept in full force and effect for the term of the construction work.

47. 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:

- i. 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.
- ii. 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.

- iii. 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. Prior to so proceeding with the work, the exceedence shall be reported to the Construction Services Branch of the City.
- iv. 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.
- v. 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 plants. Where the stop work order is for a period of 24 hours or less, the City is not responsible for any delay claim billed by the developer. NO inference of liability is to be taken from these conditions for any period longer than 24 hours.
- vi. 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.

48. 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.

49. 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.

Ottawa Light Rail Transit (OLRT) Conditions

50. Construction Methods and Scheduling

The Owner acknowledges and agrees that construction methodology, timing and scheduling must be submitted for review and approval by the Rail Construction Project Office, Transportation Services Department, to ensure that there no impacts on the Stage 2 Ottawa Light Rail Transit (OLRT) project thirty (30) days prior to the commence work of any site works and/or building permits being issued, including conditional permits. The Owner agrees to provide the following documents, to the satisfaction of the Director, Rail Construction Project Office:

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

51. Additional Plans Reports and Plans

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

- a) Dewatering and Discharge plans
- b) Blast Assessment Report (BAR), if blasting proposed.
- c) Field monitoring and action plans

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

52. Dewatering and Discharge Plan

The Dewatering and Discharge plan listed in Condition 42 above shall include, but not limited to, the following details:

- i. Full description of the project, including drawings
- ii. Hydrogeological site conceptual model for both overburden and bedrock
- iii. Quantitative dewatering volume assessment based on site-specific testing data, such as slug tests and/or pumping tests, and including proposed location(s) for discharge and confirmation that the receiver(s) can accommodate the proposed volumes
- iv. Characterization of groundwater quality in respect of City Sewer Use By-Law criteria limits using site sampling data, with discussion of potential treatment requirements
- v. Impact assessment including short term (construction) and long term (subsurface drainage) and drawdown interference with local wells (if any) and/or ecological features
- vi. Evaluation of ground settlement / basal heave potential both within the excavation and with regard to nearby structures / infrastructure including zone of influence
- vii. Monitoring and mitigation plans including contingency plan.
- viii. Determination of the need for / type of regulatory approvals required (eg., Permit To Take Water / Environmental Activity and Sector Registry).

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

53. Blast Assessment Report (BAR)

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

- a) Work plan showing details of the proposed blasting operations
- b) Types of explosive and detonation to be adopted.
- c) Pre-blast survey
- d) Protection against damage to the adjacent structures, underground and above-ground utilities, and protection of the public safety.
- e) Blasting limits

- f) Determination of the zone of influence due to blasting, and assessment of the blasting effects to all structures and utilities within the zone of influence.
- g) Details of vibration monitoring.
- h) Methods of remedial measures of damages caused by blasting.
- i) Emergency responses to blasting damage.
- j) Qualifications and experience of the individuals and specialists of the blasting contractor who are responsible for the blasting operations.

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

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

The Owner further acknowledges and agrees that all blasting activities shall conform to the City Special Provisions F-1201 and OPSS 120 entitled Use of Explosives, as amended. Prior to any blasting activities, a pre-blast survey shall be prepared as per City Special Provisions F-1201, at the Owner's expense, for all buildings, utilities, structures, including existing and proposed OLRT structures, water wells and facilities likely to be affected by the blast, in particular, those within seventy-five (75) metres of the location where explosives are to be used. The standard inspection procedure shall include the provision of an explanatory letter to the owner or occupant and owner with a formal request for permission to carry out an inspection.

54. Field Monitoring and Action Plan

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

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

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

55. Additional Cost Associated with Construction Methodology

The Owner acknowledges and agrees that upon review of the construction methods proposed by the Owner and/or its agent(s), should any additional costs be required for the construction and/or protection of the Stage 2 OLRT project, the Owner acknowledges and agrees that it shall compensate the future Stage 2 OLRT Project Company for such extra costs, including review of the Owner's proposed works.

56. Use of Rock Anchors / Tiebacks

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

57. 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 disruptions of access to the site may occur during the construction of the OLRT project and/or associated works.

58. Crane Swing Agreement

The Owner acknowledges and agrees that Owner may be required to enter into a Crane Swing Agreement prior to the operation of any cranes on the subject lands, to the satisfaction of the Program Manager, Rail Operations for Capital Railway (operating as O-Train), as well as the General Manager, Planning, Real Estate and Economic Development.

59. Noise and Vibration Study

The Owner acknowledges that the Noise Control Study: Report R-2013-031 prepared by Novatech Engineering Consultant, dated April 2nd, 2013 may not adequately address ground borne noise and vibration from the future OLRT Line operations. The Owner acknowledges and agrees to complete a noise and vibration study to evaluate the potential affects of ground-borne noise and vibration on the proposed development from the OLRT Line operations. The Owner further agrees to apply appropriate mitigation measures, where applicable, in the final design of the development. The Owner agrees to submit the noise and vibration study for review and approval by the Rail Construction Project Office prior to the registration of the site plan agreement, commence work of any site works and/or building permits being issued, including conditional permits, to the satisfaction of the Director, Rail Construction Project Office.

60. Proximity Study Review Cost Recovery

The Owner acknowledges and agrees it shall pay all costs associated with the Proximity Study review undertaken by the City and Stage 2 Light Rail Transit Project Office. This fee shall be paid prior to registration of the site plan agreement. The owner further agrees to pay any additional costs incurred by the Stage 2 Light Rail Transit Office associated with any further reviews of plans and/or reports associated with the Proximity Study Requirements or to satisfy any O-Train condition(s) included herein.

61. Warning Clauses

The following warning clauses shall be included:

The Owner hereby acknowledges and agrees:

- i. 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;
- ii. The City will not accept responsibility for any such Interferences effects on the Lands, the proposed development and/or its occupants;
- iii. 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.”

February 15, 2022

Date



Andrew McCreight
A/ Manager, Development Review, Central
Planning, Real Estate and Economic
Development Department

Enclosure: Site Plan Control Application approval – Supporting Information

SITE PLAN CONTROL APPROVAL APPLICATION SUPPORTING INFORMATION

File Number: D07-12-13-0124

SITE LOCATION

1040 Somerset Street West, and as shown on Document 1.

SYNOPSIS OF APPLICATION

The site is located at the south-east corner of Somerset Street West and Breezehill Avenue North. The site has an area of approximately 1,345 square metres and was originally occupied by a single-storey light industrial building. The site is located at the east end of the Hintonburg neighbourhood, which is characterized by a range of uses including industrial, retail, office, and residential uses. Surrounding the site is an automotive shop to the north, the O-Train corridor to the east, and light industrial uses to the south and west.

The purpose of the Site Plan Control proposal is to seek approval for the development of a 30-storey (100 metres) residential tower containing a total 140 square metres of retail space at-grade and 268 residential units above. The 30-storey tower is set upon a three-storey podium along both Somerset Street and Breezehill Avenue. A total of 145 vehicular parking, including 15 visitor parking spaces will be provided within the underground parking structure. A total of 264 bicycle parking spaces are provided.

Applications for Zoning By-law Amendment (D02-02-13-0059) and Site Plan Control were submitted together in 2013. The ZBA was approved by Council on March 26, 2014 and included the following relief to height, corner side yard setback, rear yard setback, visitor parking rate, driveway width, bicycle parking rate and balcony projections. A holding symbol was also placed on the zoning, which required Site Plan Control approval, as well as the approval of the peer review of the geotechnical report prior to lifting of the holding symbol. A Section 37 contribution was also negotiated as part of the rezoning.

The Site Plan Control application was placed on hold following Council's approval of the rezoning. The application was reactivated in 2021 and was recirculated to members of the public at that time.

Through discussions with the Ward Councillor and the Community, the applicant has agreed to design and build a signalized intersection at the corner of Somerset Street West and Breezehill Avenue North. The details of the roadway modifications are detailed in the approved Road Modification Approval Report (RMA-2021-TPD-030).

An application for Minor Variance (D08-02-21/A-00142) was filed with the Committee of Adjustment and approved on July 7, 2021. The requested variance had the effect of reducing the visitor parking rate from 0.083 spaces per unit to 0.058 spaces per unit. The

Minor Variance was approved as it aligned with the intent of the City's, and the province's, pedestrian-focused policies.

As mentioned above, a holding symbol was put in place, to be lifted only once Site Plan Control was approved and a peer-review of the geotechnical report as provided. This measure was put in place in order to ensure the proposal did not have any negative impacts on the backbone watermain coming off of Breezehill Avenue, nor the Somerset Bridge abutment. Following extensive review and discussions by staff and the applicant's consultant, including a third-party reviewer, the geotechnical report, along with various response memos, has been deemed acceptable to staff. Following the approval of the Site Plan Control application, staff will be supporting lifting of the holding symbol.

Following the zoning approval in 2014, a Section 37 agreement was drafted and registered on title. The agreement included a cash payment of \$500,000 (to be indexed), which was to be placed in a special account to be allocated towards improvements to the Tom Brown Arena, included but not limited to, a stairway connection to the Albert Street bridge. Given the significant amount of time elapsed between the registration of the agreement and the revival of the site plan application, these benefits no longer represent the needs of the community. Through consultations with the Ward Councillor, it was agreed that the community benefits would be altered to include the following:

- \$150,000 to be used towards the roadway modifications required for the signalized intersection at Breezehill Avenue.
- The remainder of the funds (indexed to 2022 values) to be directed towards the Hintonburg Parks Fund.

It is important to note that the original contributions remain within the Section 37 agreement on title. When the new terms of Council is sworn in, the contributions noted above are intended be authorized to redirect the monies accordingly.

The property is located within the Corsa Italia Station District Secondary Plan. Section 5.3.3 identifies the need for a north-south multi-use pathway (MUP) to be provided on the west side of the transit corridor, primarily on privately-owned lands. The original submission included a MUP, proposed to cantilever over the Trillium Rail Line. This was a major concern to the City's Light Rail Transit Staff. Through discussions with the applicant, modifications were made to the ground floor of the proposed building in order to accommodate for a two-metre wide MUP entirely located on the 1040 Somerset Street West lands, parallel to the lot line abutting the rail corridor. This requirement is reflected in conditions 16 and 17.

DECISION AND RATIONALE

This application is approved for the following reasons:

- The application is consistent with the "Traditional Mainstreet" designation of the Official Plan. The proposed development represents an opportunity to provide high density housing coupled with retail opportunities at grade.

- The application is consistent with the Corso Italia Station District Secondary Plan. The proposed development introduces a range of housing options intended to support the diversity of needs found and desired in downtown neighbourhoods. The proposal also includes a multi-use pathway.
- The proposed development is consistent with the intent of the Zoning By-law and meets all applicable performance standards of the zone, as approved by Council through Zoning Bylaw Amendment D02-02-13-0059, and as approved by the Committee of Adjustment through Minor Variance application D08-02-21/A-00142.
- The development is consistent with the Urban Design Guidelines for High-rise Buildings, the Transit-Oriented Development Guidelines, and with the Urban Design Guidelines for Development along Traditional Mainstreets. The proposal offers quality architecture in a mixed-use, high density development, in close proximity to shops and transit.
- The development complies with the relevant planning policy context and complies with the zoning bylaw. Accordingly, the development represents good land use planning.

PARKLAND DEDICATION

Parkland dedication, in accordance with By-law 2009-95, is being satisfied within this approval through the taking of cash-in-lieu of parkland as detailed in Condition 15 above.

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 May 7, 2015.

The panel's recommendations from the formal review meeting are included under Document 2.

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

- Certain design elements which helped in strengthening the verticality of the building.
- Improvements to the pedestrian connection into the MUP area.

ROAD MODIFICATIONS

There are road modifications associated with this site plan control application, as detailed in the Road Modifications Report included under Document 3.

CONSULTATION DETAILS

Councillor's Comments

Councillor Jeff Leiper is 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.

Comments were received at the time of the original application in 2013 and were addressed in staff report ACS2014-PAI-PGM-0060, which was presented to Planning Committee and Council in 2014.

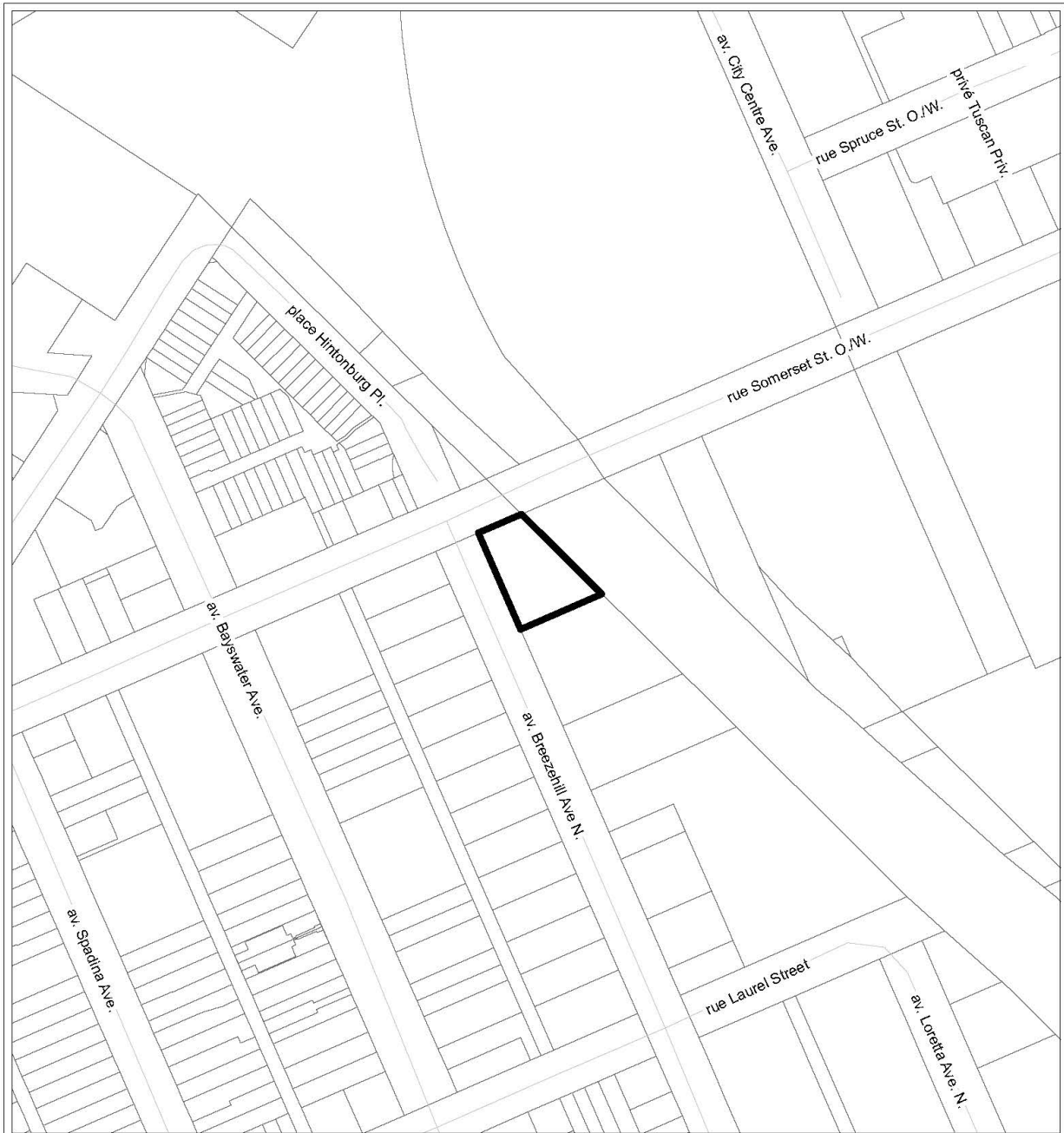
Comments from the Hintonburg Community Association were received during the re-circulation period of the Site Plan Control application, following its reactivation in 2021. These comments are included in Document 4.




APPLICATION PROCESS TIMELINE STATUS

This Site Plan application was not processed by the On Time Decision Date due to the file having been placed on hold for a number of years and due to the complexities associated with some of the engineering documents.

Contact: Jean-Charles Renaud Tel: 613-580-2424, ext. 27629 or e-mail: Jean-Charles.Renaud@ottawa.ca

Document 1 – Location Map



		LOCATION MAP / PLAN DE LOCALISATION SITE PLAN / PLAN D'EMPLACEMENT	
D07-12-13-0124	22-0926-X		1040 rue Somerset Street West / ouest
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REVISION / RÉVISION - 2022 / 09 / 19			
			

Document 2 – Urban Design Review Panel Recommendations

Urban Design Review Panel Recommendations | May 7th, 2015

1040 & 1050 SOMERSET STREET | Formal Reviews | Site Plan Control Applications | Claridge Homes; Roderick Lahey Architect Inc / architects Alliance; FOTENN Planning & Urban Design; James B. Lennox & Associates Inc.

General Comments

- The Panel would like to thank the proponent and staff for coordinating the combination of the two projects into a single review session.
- The wind combined impacts of the development need to be carefully studied. The closeness of the towers and proximity to the rail corridor may make the proposed open spaces uncomfortable.

Relationship between the Proposals

- The Panel supports the architectural differentiation of the two towers, but recommends that they strive to establish a stronger dialogue between each other at grade through the podiums and the public realm. The landscaping of the two buildings should signal the entrance to the community.
- The public realms of the two projects do not sufficiently relate to each other. The Panel strongly recommends unifying the treatment, shape, and paving materials of the plazas of the two projects so that they are as consistent as possible.
- Explore opportunities for additional commonality between the two podiums as well. The height, materials, and strategic notching of the mass should help tie them together. Both podiums should seek a contemporary expression at the corner.

1040 Somerset Street

Building Design

- The design of the building is quite elegant with good geometry. The success of the scheme is very reliant on the balconies, however. The frit on the balconies will be an important part of the composition and should be retained in the final architecture of the building.
- Flat iron buildings make the most of their promontory, so look for a very strong, simple vertical element in this location. The undulating balconies work well on the other facades with their proximity to the train tracks.
- The gap on the north facade helps accentuate the prominence of the prow, but continue to strengthen the verticality of this element by simplifying the undulation of the balconies on this facade and aligning and integrating the mechanical penthouse.

Public Realm

- The greatest concern that the Panel has with the proposal is the connection between the forecourt and the multi-use pathway (MUP). The renderings show the tables and chair spilling into the only public connection to the MUP. Lighting, permanent street furniture, and signage should be used to strongly signal to users that it is a public access point.
- Investigate the possibility of adjusting the grade of the plaza at the northeast corner of the building to improve the relationship with the bridge. The space should rise up and wrap around the corner of the building to the MUP.

- The scale and proportion of the plaza space cause it to feel quite cold and uninviting. Permanent street furniture, planters, wood elements, and low level lighting would make the space more inviting.

1050 Somerset Street

Building Design

- Consider a more contemporary palette of materials for the base of the project, especially at the northwest corner. More glass at this corner would help the building relate to the podium of 1040 Somerset. Further south on Breezehill Avenue, the materiality of the east facade should transition to brick to retain its relationship with the school.
- The Panel recommends curving the rectilinear façade at the top of the building (on the west side) to differentiate it from the other sections of the tower.
- Explore the possibility of reorienting the tower to create a larger space at the rear of the lot to accommodate the day care. If the tower was rotated on a right angle and brought closer towards Somerset Street, it may only slightly cut into the office space, but would greatly improve the day care area.
- The Panel recommends simplifying and lightening the expression of the tower.

Public Realm

- The Panel stresses that the daycare and play area should be as pleasant an environment as possible. Consider how the space will be shaded and screened from the adjacent school.
- The proponent will need to carefully consider how garbage collection is handled to ensure that it does not affect the quality of the public realm.

Document 3 – Road Modification Agreement

CITY OF OTTAWA

ROAD MODIFICATION APPROVAL UNDER DELEGATED AUTHORITY

DATE: June 15, 2022

RMA-2021-TPD-030

RECOMMENDATIONS

- Staff recommend road works at Somerset Street West and Breezehill Avenue to install traffic signals with a new westbound left turn lane, a flashing beacon and super sharrows at the westbound approach, and north-south pedestrian crossings and as described in this report.

LOCATION

- Intersection of Somerset Street and Breezehill Avenue
- Ward 15, see Attachment 1.

BACKGROUND

- The road modifications are required to support a new development consisting of a 30-storey mixed-use building providing 268 units, 141m³ commercial/retail floor space, and 191 underground parking spaces.
- Traffic signal control is requested at the intersection to address the inadequate intersection sight distance.
- The construction is tentatively scheduled for 2025.

COMPLIANCE WITH THE STRATEGIC ROAD SAFETY ACTION PLAN

The recommendations summarized in this report will help achieve the following objectives from the City's 2020 Strategic Road Safety Action Plan.

Reduce collisions involving a pedestrian, cyclist, or a motorcyclist by:

- Improving safety at intersections with high volume of traffic and pedestrians or cyclists.

Reducing collisions occurring at, or related to, an intersection by:

- Implementing left turns to mitigate left-turn collisions.

MODIFICATION OUTCOMES - BENEFITS AND IMPACTS

The recommendations summarized in this report will help achieve the following objectives from the City's current Transportation Master Plan:

- Section 4.1 – Build a Continuous, Well Connected Pedestrian Network
- Section 4.2 – Create a Walkable Environment
- Section 4.3 – Improve Pedestrian Safety and Promotion
- Section 5.1 – Build and Maintain a Network of Quality Cycling Facilities
- Section 5.3 – Improve Cycling Safety and Promotion
- Section 7.4 – Maximize Road Safety for All Users

Potential Benefits

- The proposed traffic signal control at the Somerset Street West and Breezehill Avenue intersection is to address the inadequate intersection sight distance.
- The new north-south crossings can improve pedestrian connectivity between Hintonburg Place and Breezehill Avenue as well as the Multi-Use Pathway on the east side of the Trillium O-Train line.

EXISTING ROAD CONDITIONS

- Somerset Street West is a two-lane arterial street with urban cross-section and designed parking lanes on both sides of the roadway. Somerset Street West is a designated truck route with a regulatory speed limit of 50km/h.
- Breezehill Avenue is a two-lane local road with urban cross section. It has a posted speed of 40km/h. On-street parking is permitted along the east side of Breezehill Avenue for approximately 70m south of Somerset Street West. On-street parking is permitted on the west side of Breezehill Avenue on weekends. A school bus loading zone is located on the west side of Breezehill Avenue south of the subject site, adjacent to the Devonshire Public School.
- Somerset Street West and Breezehill Avenue is a unsignalized intersection, with stop control on Breezehill Avenue and free flow on Somerset Street West. One lane on all approaches. An overpass over the O-Train corridor is located immediately east of the intersection. Textured crosswalk on the south approach.
- There was one angle collision reported for the period from 1 January 2014 to 31 December 2019. The collision occurred between a northbound left turning and eastbound through vehicle.

PROPOSED ROAD MODIFICATIONS

- It must be emphasized that the following road modifications (see Attachment 2) are conceptual and intended only to illustrate the proposed function. The approval of any detailed design of the road modifications stemming from this report will be subject to the City's detailed design review process.
- The detailed design review process will include requirements for roadside safety provisions, center medians, utility relocations, street lighting, drainage and other needs as deemed appropriate by the City.
- Any required easements or property requirements identified to implement the project as a result of the approved design review process will be the responsibility of the applicant to secure at their cost, to the satisfaction of the City of Ottawa.

Proposed road modifications:

- New traffic signals at the intersection with a new westbound left turn lane on the east approach
- New north-south pedestrian crosswalks at the intersection
- New painted center median at the eastbound approach
- New flashing beacon at the westbound approach
- New super sharrows on westbound approach

FINANCIAL COMMENTS

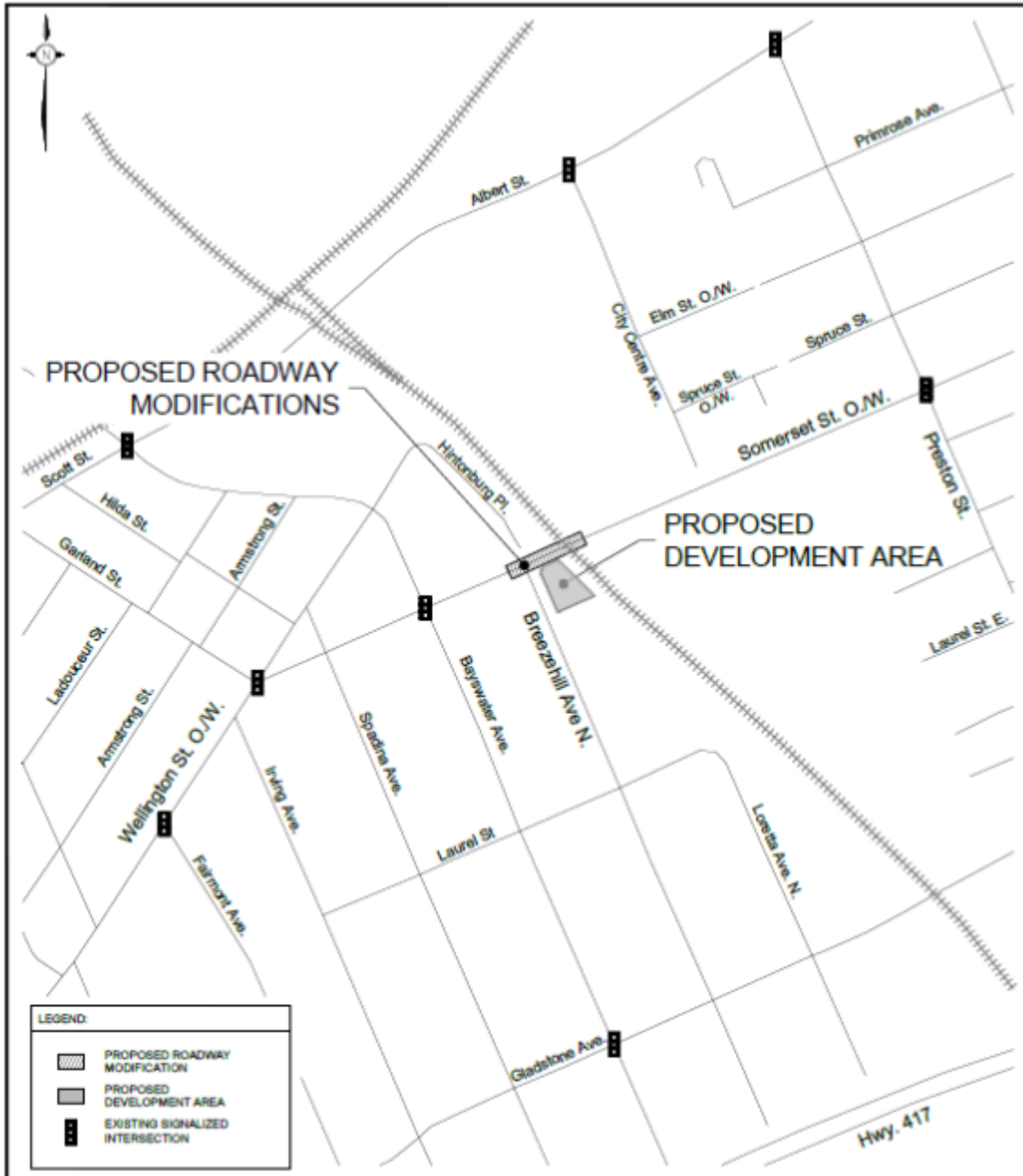
- Additional annual operating costs are estimated at \$11,500 in 2021 dollars.
- The total estimated cost for the work is approximately \$795,704.00 including construction, engineering and contingency.
- Securities for the proposed road modifications are to be held in the site plan agreement.

CONSULTATIONS

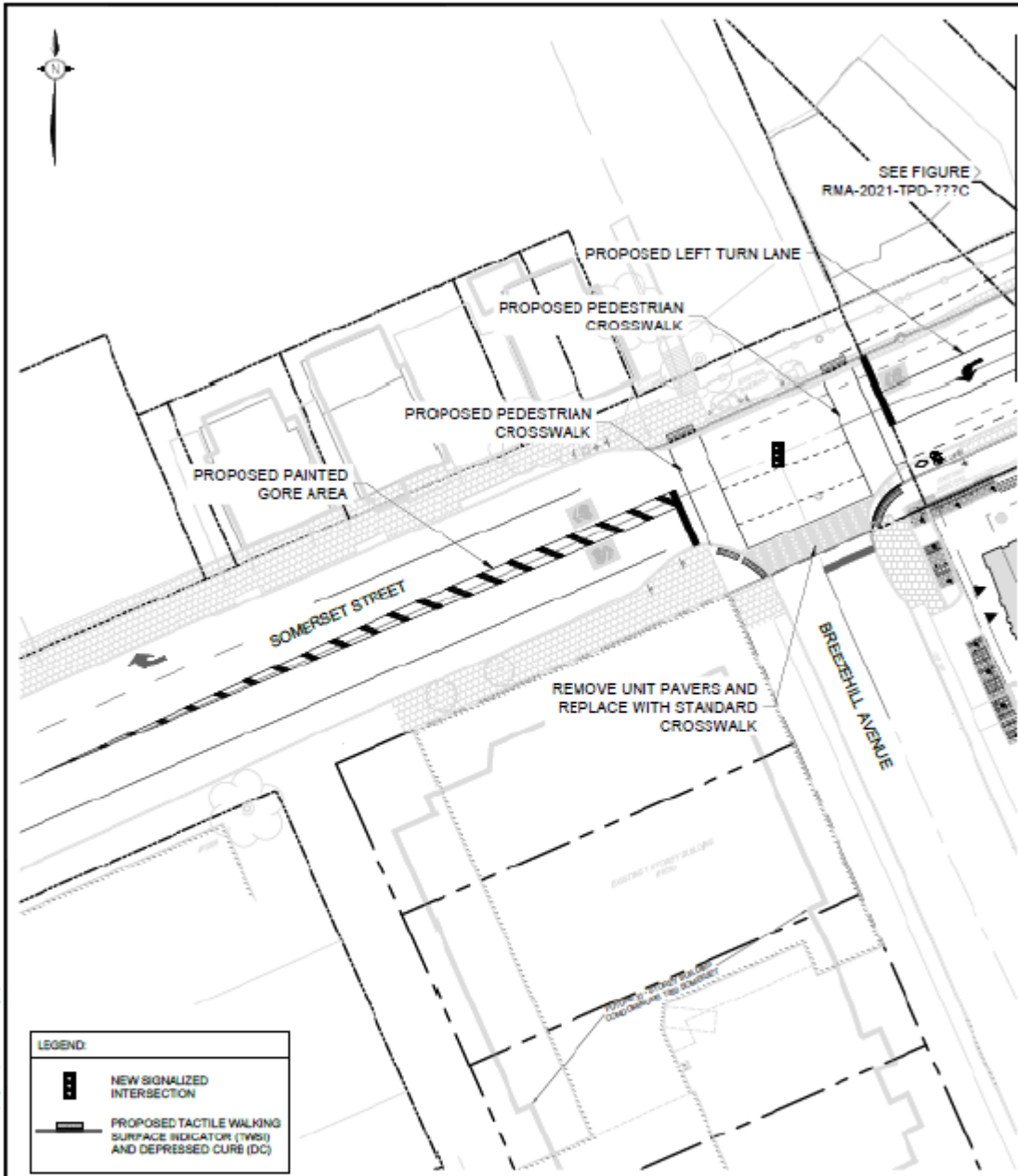
- Flashing beacon added at the request of Traffic Signal Operations due to limited sightline on westbound approach.
- Preliminary approval was received from the Manager of Transportation Engineering Services on July 6, 2022.
- Approval from the Program Manager with Delegated Authority received on July 18, 2022.

ATTACHMENTS

- Attachment 1 – Key Plan
- Attachment 2 – Proposed Road Modifications
- Attachment 3 – Proposed Road Modifications
- Attachment 4 – Proposed Road Modifications



<p>Ottawa TRANSPORTATION SERVICES DEPARTMENT</p>	<p align="center">KEYPLAN SOMERSET STREET & BREEZEHILL AVENUE</p>	Transportation Engineering Services	
		Approved By: E. M.	Drawing No.:
		Completed By: NOVATECH	RMA-2021-TPD-030A
		Scale: N.T.S.	Date: APRIL 2022



LEGEND:

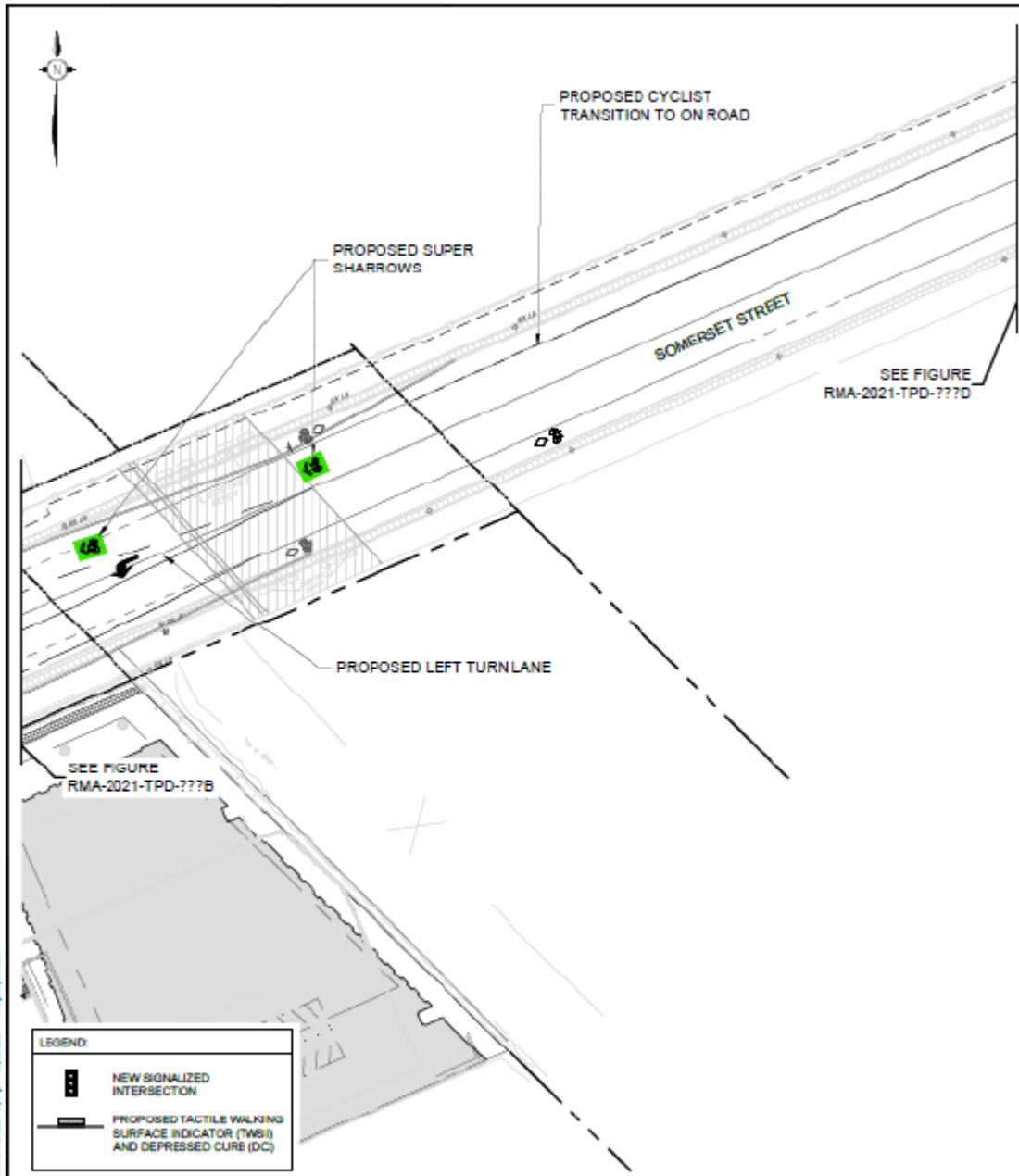
	NEW SIGNALIZED INTERSECTION
	PROPOSED TACTILE WALKING SURFACE INDICATOR (TWSI) AND DEPRESSED CURB (DC)

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**PROPOSED ROADWAY
MODIFICATION
SOMERSET STREET &
BREEZEHILL AVENUE**

Transportation Engineering Services	
Approved By: E. M.	Drawing No.:
Completed By: NOVATECH	RMA-2021-TPD-030B
Scale: N.T.S.	Date: APRIL 2022

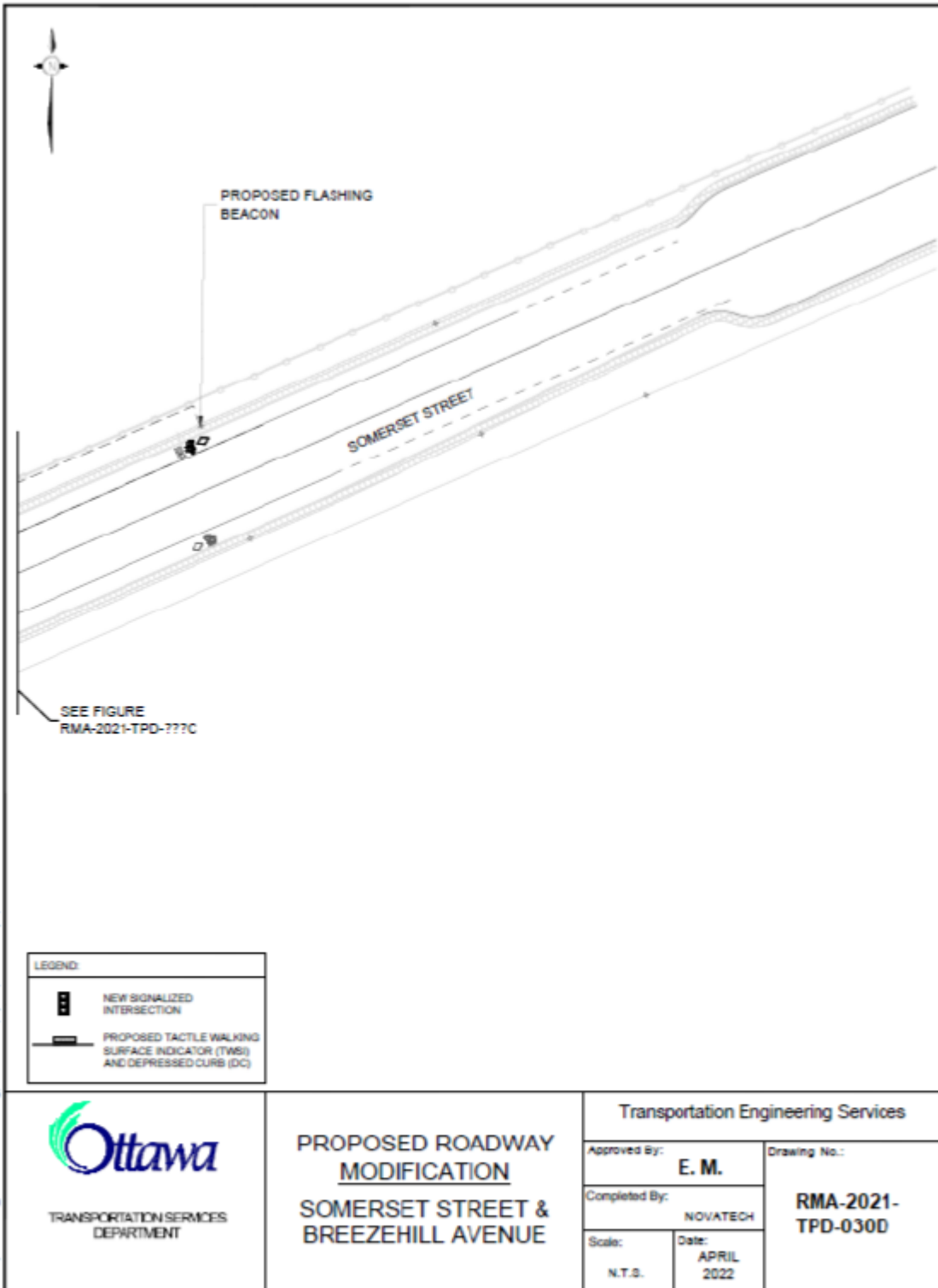


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Ottawa
TRANSPORTATION SERVICES
DEPARTMENT

**PROPOSED ROADWAY
MODIFICATION**
**SOMERSET STREET &
BREEZEHILL AVENUE**

Transportation Engineering Services	
Approved By: E. M.	Drawing No.:
Completed By: NOVATECH	RMA-2021-TPD-030C
Scale: N.T.S.	Date: APRIL 2022



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Document 4 – Comments from the Hintonburg Community Association



COMMUNITY ASSOCIATION INC • ASSOCIATION COMMUNAUTAIRE INC
1064 RUE WELLINGTON ST • OTTAWA, ONTARIO, K1Y 2Y3 • 613 798-7987
www.hintonburg.com

July 23, 2021

Jean-Charles Renaud
Development Review Planner
Planning, Infrastructure and Economic Development Department
City of Ottawa
110 Laurier Avenue West, 4th Floor
Ottawa, ON K1P 1J1

RE: D07-12-13-0124 1040 Somerset Street

The Hintonburg Community Association (HCA) has two concerns about this Site Plan Application.

Does the path along the eastern boundary of this property connect with the public right of way at the north end? And if so, how – given the grade difference between the proposed building and the Somerset Street sidewalk?

We are also concerned (and confused) about the parking to be provided for this mixed-use building. We noted some of these concerns at the time of the OPA and rezoning applications:

Parking

The lack of visitor parking is of great concern; the community should not be required to provide on-street parking for new developments. A better mix of uses in the building would offer the opportunity to use commercial parking as visitor parking in the evenings and on week-ends.

....

There should be a requirement for a minimum number of shared car parking spaces (and possibly the provision of cars for use by residents). We would recommend 0.1 or 0.2 spaces per unit. In addition, the City should require a minimum number of plug-ins for electric vehicles. We would recommend 5.

The recent request for a minor variance in the number of visitor parking spaces has revealed that the applicant is not required to provide any residential parking. What is difficult to establish is exactly how much residential parking they plan to provide:

June 30 2021 Vincent Denomme said there will be **168** spaces

July 8 2021 Vincent Denomme said that there will be **120-130** spaces.

Elsewhere I noted that they are providing **162** spaces.

The 0.5 spaces per unit that is normally required for this type of development would require **134** spaces.

The Hintonburg Community Association does not oppose a reduction in residential parking spaces given the location of this building in close proximity to two LRT stations and excellent bus service along Somerset Street.

The 2021 Traffic Impact Assessment (page 33) states:

To encourage travel by sustainable modes, **the proponent agrees** [emphasis added] to provide the following TDM measures:

- Display local area maps with walking/cycling access routes and key destinations at major entrances;
- Display relevant transit schedules and route maps at entrances;
- Unbundle parking cost from monthly rent; and
- Provide a multimodal travel option information package to new residents.

These measures should be included in the Site Plan Control Agreement as conditions.

In conclusion, the HCA believes that the applicant is probably proposing more resident parking than is required or reasonable given the location of this site. We note that this applicant has in the past requested rezoning to convert unused residential parking to a parking garage use at 267 Lisgar Street. The HCA would vigorously oppose such a rezoning.

Sincerely,

Linda Hoad, co-chair
Zoning Committee