

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

Site Location: 1424 Earl Armstrong

File No.: D07-12-14-0067

Date of Application: April 11, 2014

This SITE PLAN CONTROL application submitted by Paul Black, on behalf of Morguard Investments Ltd., is APPROVED as shown on the following plan(s):

1. **Master Site Plan**, Project No. 11159.00, Drawing No. SP-100, prepared by Petroff Partnership Architects, dated Sept. 16, 2011, Revision 30, dated Oct. 13, 2022.
2. **Building 'H' - Proposed Elevations**, Project No. 11159, Page 1 of 2, prepared by Petroff Partnership Architects, dated Oct. 13, 2022.
3. **Building 'H' - Proposed Elevations**, Project No. 11159, Page 2 of 2, prepared by Petroff Partnership Architects, dated Oct. 13, 2022.
4. **Building 'C' – Proposed Elevations**, Project No. 11159, prepared by Petroff Partnership Architects, dated Oct. 13, 2022.
5. **Building 'I' – Proposed Elevations**, Project No. 11159, prepared by Petroff Partnership Architects, dated Oct. 13, 2022.
6. **Building 'E' – Proposed Elevations**, Project no. 11159, prepared by Petroff Partnership Architects, dated Oct. 13, 2022.
7. **Landscape Plan Overall Plan**, Riverside South Shopping Centre, Drawing No. L1-1, prepared by Fotenn, dated 2014/03/10, Revision 11 dated Oct. 13, 2022.
8. **Landscape Plan Part Plan**, Riverside South Shopping Centre, Drawing No. L1-2, prepared by Fotenn, dated 2014/03/10, Revision 11 dated Oct. 13, 2022.
9. **Landscape Plan Part Plan**, Riverside South Shopping Centre, Drawing No. L1-3, prepared by Fotenn, dated 2014/03/10, Revision 11 dated Oct. 13, 2022.
10. **Landscape Plan Part Plan**, Riverside South Shopping Centre, Drawing No. L1-4, prepared by Fotenn, dated 2014/03/10, Revision 11 dated Oct. 13, 2022.
11. **Landscape Plan Part Plan**, Riverside South Shopping Centre, Drawing No. L1-5, prepared by Fotenn, dated 2014/03/10, Revision 11 dated Oct. 13, 2022.
12. **Details**, Drawing No. L2-1, Riverside South Shopping Centre, prepared by Fotenn, dated 2014/03/10, Revision 11 dated Oct. 13, 2022.
13. **Grading Plan**, Project No. 12007, Drawing No. 1 of 8, prepared by Urban Ecosystems Limited, dated April 2014, Revision 15, dated Oct. 13, 2022.

14. **Servicing Plan**, Project No. 12007, Drawing No. 2 of 8, prepared by Urban Ecosystems Limited, dated April 2014, Revision 15 dated Oct. 13, 2022.
15. **SWM Drainage Plan**, Project No. 12007, Drawing No. 3 of 8, prepared by Urban Ecosystems Limited, dated April 2014, Revision 13 dated Oct. 13, 2022.
16. **Erosion & Sediment Control Plan**, Project No. 12007, Drawing No. 4 of 8, prepared by Urban Ecosystems Limited, dated April 2014, Revision 11 dated Oct. 13, 2022.
17. **Notes & Details**, Project No. 12007, Drawing No. 5 of 8, prepared by Urban Ecosystems Limited, dated April 2014, Revision 15 dated Oct. 13, 2022.
18. **Notes & Details**, Project No. 12007, Drawing No. 5a of 11, prepared by Urban Ecosystems Limited, dated July 2021, Revision 1 dated Oct. 13, 2022.
19. **Storm Drainage Area Plan**, Project No. 12007, Drawing No. 6 of 8, prepared by Urban Ecosystems Limited, dated April 2014, Revision 11 dated Oct. 13, 2022.
20. **Composite Utility Plan**, Project No. 12007, Drawing No. 7 of 8, prepared by Urban Ecosystems Limited, dated April 2014, Revision 10 dated Oct. 13, 2022.
21. **External Storm Drainage Area and Off Site Ditching Plan**, Project No. 12007, Drawing No. 8 of 8, prepared by Urban Ecosystems Limited, dated April 2014, Revision 10 dated Oct. 13, 2022.
22. **Proposed Storm Sewer to Replace Existing Ditch**, Project No. 12007, Drawing No. PP-1, prepared by Urban Ecosystems Limited, dated Apr 2014, Revision 3 date Oct. 13, 2022.
23. **Key Map Earl Armstrong Road and Limebank Road**, Drawing No. RMA-043 TES-001-A, dated August 2021.
24. **Proposed Roadway Modifications Earl Armstrong and Limebank Road**, Drawing No. RMA-043 TES-001-B, dated August 2021.
25. **Context Plan Earl Armstrong and Limebank Road**, Drawing No. RMA-043 TES-001-C, dated August 2021.

And as detailed in the following report(s):

1. **Servicing Design Brief and Stormwater Management Report**, prepared by Urban Ecosystems Limited, File No. 12007.330, dated April 9, 2014, revised March 8, 2021.
2. **Transportation Impact Study**, prepared by BA Group, File No. 5890-38, dated August 2014.
3. **Phase I Environmental Site Assessment**, prepared by exp Services Inc., Project No. OTT-00216996-A0, dated March 11, 2014.
4. **Phase II Environmental Site Assessment**, prepared by exp Services Inc., Project No. OTT-00216996-B0, dated July 8, 2014.
5. **Environmental Impact Statement**, prepared by Kilgour & Associates Ltd., Project No. MORG296, dated August 13, 2014.
6. **Geotechnical Investigation**, prepared by Paterson Group, Report No. PG2744-1, dated January 28, 2013.
7. **Stage 2 Archaeological Assessment**, prepared by Golder Associates Ltd., Report No. 09-1126-0022 (2000)-6, dated October 2010.
8. **Hydraulic Network Analysis Report**, prepared by J.L. Richards & Associates Ltd., File No. 21464-06, dated May 11, 2022.

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

Requirements

General Conditions

1. The Owner shall enter into a standard site development agreement consisting of the following conditions. In the event the Owner fails to enter into such agreement within one year, this approval shall lapse.

2. **Permits**

The Owner shall obtain such permits as may be required from municipal or provincial authorities and shall file copies thereof with the General Manager, Planning, Infrastructure and Economic Development.

3. **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

Roads Right-of-Way and Traffic

11. **Road Modifications**

The Owner agrees to complete all road modifications required to accommodate this development, as identified in the road modification approval report referenced in Schedule "E" hereto, and further acknowledges and agrees that it is responsible for all costs associated with the public roadway modifications.

12. Transportation Impact Assessment

The Owner has undertaken a Transportation Impact Study 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 Study are fully implemented, to the satisfaction of the General Manager, Planning, Infrastructure and Economic Development.

Access

13. 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.

Transit

14. Transit Pads and Shelters

The Owner shall locate, design and construct, at no cost to the City, paved transit passenger standing areas/shelter pads to the specifications of the City, as shown on the Site Plan referenced in Schedule “E”.

LRT and O-Train

15. Construction Methods and Scheduling

The Owner acknowledges and agrees for construction works within 60m the City’s OLRT right-of-way ROW corridor, 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 Program Manager, 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 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)

16. Additional Plans Reports and Plans

In addition to the documents listed in Condition 15 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 Program Manager, Rail Construction Project Office.:

- a) Dewatering and Discharge plans
- b) 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.

17. Dewatering and Discharge Plan

The Dewatering and Discharge plan listed in Condition 16 above shall include, but not limited to, the following details:

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

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

18. Field Monitoring and Action Plan

The field monitoring and action plans listed in Condition 17 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.

19. 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.

20. 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.
- c) The Owner acknowledges and agrees that a crane swing agreement may be required.

21. Warning Clauses

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."

ENGINEERING

Geotechnical Engineering and Soils

22. Geotechnical Investigation

The Owner acknowledges and agrees that it shall retain the services of a geotechnical engineer, licensed in the Province of Ontario, to ensure that the

recommendations of the Geotechnical Investigation Report (the "Report"), referenced in Schedule "E" herein, are fully implemented. The Owner further acknowledges and agrees that it shall provide the General Manager, Planning, Infrastructure and Economic Development with confirmation issued by the geotechnical engineer that the Owner has complied with all recommendations and provisions of the Report, prior to construction of the foundation and at the completion of the Works, which confirmation shall be to the satisfaction of the General Manager, Planning, Infrastructure and Economic Development.

Civil Engineering

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. Stormwater Management Memorandum

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

25. 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 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.

26. 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.

27. 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.

28. 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.

29. 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.

Private Systems

30. Leak Survey

The Owner acknowledges and agrees that the Water Plant and sewer service within the lands is a private system, including Private Services and sewer services and appurtenances, and the Owner acknowledges and agrees that it is responsible for

the operation, maintenance and/or replacement, in perpetuity, of the Private Services and sewer system, including the Private Watermains, private hydrants, private sanitary and storm sewer infrastructure (collectively the “private system”) which are located on the lands and that the Owner will retain copies of all the associated Work and maintenance contracts, and make said contracts available for inspection upon demand by the City.

Further, the Owner acknowledges and agrees to have a Professional Engineer, licensed in the Province of Ontario, conduct regular inspections of the water system and sewer system, which includes a leak detection survey at least every five (5) years and a video of the sanitary sewer system to check for major water infiltration into the private system. Copies of the inspection reports and videos shall be provided to the General Manager, Public Works and Environmental Services and Fire Services. The Owner further acknowledges and agrees that as part of the Owner’s ongoing maintenance responsibility for the private system, repairs to the system must be completed immediately to correct any deficiencies which contribute to water loss or leakage of infiltration within the private system. Any deficiencies shall be immediately reported to the City. The Owner acknowledges and agrees to notify the General Manager, Public Works and Environmental Services when such repairs have been completed.

31. 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 certificate of conformance and Record 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

PLANNING AND OTHER

Planning and Design

32. Exterior Elevations Drawings

The Owner acknowledges and agrees to construct the proposed building in accordance with the approved Elevations Plans, referenced in Schedule “E” herein. The Owner further acknowledges and agrees that any subsequent proposed changes to the approved 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.

33. Maintenance and Liability Agreement for Landscaping

The Owner acknowledges and agrees it shall be required to enter into a Maintenance and Liability Agreement with the City, for decorative paving placed in the City's right-of-way on the corner of Limebank Road, Earl Armstrong Road 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.

34. Phasing

- a) The Owner acknowledges and agrees to pay securities to the City prior to the issuance of a building permit and Commence Work Notification for the Works for the Phase 1 portion of the development as identified on the approved plans referenced in Schedule "E" prior to the receipt of securities in accordance with Schedule "B" of the Agreement.
- b) The Owner acknowledges and agrees to pay securities to the City prior to the issuance of a building permit and Commence Work Notification for the Works for the Phase 2 portion of the development as identified on the approved plans referenced in Schedule "E" prior to the receipt of securities in accordance with Schedule B of the Agreement.
- c) The Owner acknowledges and agrees that the submission of the aforementioned securities for each identified phase referenced in a and b above shall be received by the City within 2 years of the time of the executed agreement or the amount identified in Schedule "B" referenced herein shall be amended in order to reflect current market unit costs.

35. Snow Storage – no interference with servicing

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

36. Archaeological Potential

In the event that archaeological or human remains are discovered on or buried within the subject lands during development activities, the Owner acknowledges and agrees to stop all construction and soil disturbance and shall notify the Ministry of Tourism, Culture and Sport of such findings. As required under Part VI of the Ontario Heritage Act, R.S.O. 1990, c.O.18.

Waste Collections

37. Waste and Recycling Collection (Standard Collection)

- (c) 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.

Parkland

38. The Owner acknowledges and agrees that where multiple parks are to be developed within a Community Design Plan (CDP) area or draft Plan of Subdivision with multiple landowners, the landowners will enter into a cost sharing agreement to cover the cost of the development of the Parks as per the direction of OPA 159. Prior to registration of the site plan agreement, the Owner shall submit to the City proof from the landowners' trustee that the Owner is party to the cost sharing agreement and has paid its share of any costs pursuant to the landowner's agreement, or the Owner shall submit other suitable documentation from the landowners' trustee demonstrating that the Owner is participating in the landowners' agreement, to the satisfaction of the General Manager, Recreation, Cultural and Facility Services.

AGENCIES AND UTILITIES

Bell

39. **Bell Canada – Easements**

The Owner acknowledges and agrees to grant to Bell Canada any easements that may be required for telecommunication services at the Owner's sole cost and expense. Easements may be required subject to final servicing decisions. In the event of any conflict with existing Bell Canada facilities or easements, the Owner shall be responsible for the relocation of such facilities or easements at the Owners sole cost and expense.

40. **Communication and Telecommunication**

The Owner acknowledges and agrees that, prior to commencing any Work on the subject lands, it shall confirm with Bell Canada that sufficient wire-line communication and telecommunication infrastructure is currently available within the subject lands to provide communication and telecommunication service to it. The Owner acknowledges and agrees that, in the event that such infrastructure is not available, the Owner shall be required to pay for the connection to and/or extension of the existing communication and telecommunication infrastructure. If the Owner elects not to pay for such connection and/or extension of the existing communication/telecommunication infrastructure, it shall provide evidence satisfactory to the General Manager, Planning, Real Estate and Economic Development, that sufficient alternative communication and telecommunication facilities are available on the subject lands to enable, at a minimum, the effective delivery of communication and telecommunication services for emergency management services, such as 911 emergency services.

Hydro Ottawa Limited

41. Hydro Ottawa Limited – Medium Voltage Overhead Lines

The Owner acknowledges and agrees that there are medium voltage overhead lines along the north and west sides of the subject lands and the following conditions shall apply:

- (a) The Owner shall ensure that no personnel or equipment encroaches within three (3.0 m) metres of the Hydro Ottawa Limited overhead medium voltage distribution lines, unless approved by Hydro Ottawa Limited. The Owner shall contact Hydro Ottawa Limited prior to commencing work when proposing to work within three (3.0 m) metres of the Hydro Ottawa Limited distribution lines as noted above. No such work shall commence without prior approval of Hydro Ottawa Limited.
- (b) The Owner shall ensure that no permanent structures are located within the "restricted zone" defined by Hydro Ottawa Limited's standard OLS0002. The "restricted zone" surrounds overhead medium voltage pole lines, consisting of a five (5.0 m) metre radial distance from overhead medium voltage conductors, and a two (2.0 m) metre distance from a vertical line drawn from the conductors to ground level along, the length of the pole line. This standard complies with the requirements of the Occupational Health & Safety Act, the Ontario Building Code and the Ontario Electrical Safety Code.

42. Hydro Ottawa Limited – Cable Locate

The Owner acknowledges and agrees that it and/or its agents shall arrange for an underground electricity cable locate by contacting Ontario One Call no less than seven (7) working days prior to excavation. The Owner further acknowledges and agrees that there shall be no mechanical excavation within 1.5 metres of any Hydro Ottawa Limited underground plant unless the exact position of said plant is determined by hand digging methods. Direct supervision by qualified Hydro Ottawa Limited personnel, including protection and/or support of the underground electrical distribution assets and equipment appurtenant thereto, shall be at the Owner's own expense.

43. Hydro Ottawa Limited - Safety Measures

The Owner acknowledges and agrees it shall not use steel curb and sidewalk form support pins in the vicinity of any Hydro Ottawa Limited underground plant to ensure electrical safety.

44. Hydro Ottawa Limited – Relocation

The Owner acknowledges and agrees it shall be responsible for all costs for feasible relocations, protection or encasement of any existing Hydro Ottawa Limited plant and/or asset.

45. Hydro Ottawa Limited – Encroachment

The Owner acknowledges and agrees that it shall ensure that any landscaping or surface finishing will not encroach into the existing or proposed Hydro Ottawa Limited overhead or underground assets or easement. When proposing to plant in the proximity of existing power lines, the Owner shall refer to Hydro Ottawa Limited's free publication Tree Planting Advice. The Owner acknowledges and agrees to ensure that the shrubs and tree locations and expected growth will be considered. If any Hydro Ottawa Limited related activity requires the trimming, cutting or removal of vegetation, or removal of other landscaping or surface finishing, the activity and the re-instatement shall be at the Owner's expense.

46. Hydro Ottawa Limited – Easements

The Owner acknowledges and agrees to convey any such easement deemed necessary by Hydro Ottawa Limited, depending on the electrical servicing design, at the Owner's own expense and to the satisfaction of Hydro Ottawa Limited.

47. Hydro Ottawa Limited – Removal

The Owner acknowledges and agrees it shall contact Hydro Ottawa Limited to arrange for disconnecting the service from the distribution system and removal of all Hydro Ottawa Limited assets at least ten business days prior to demolition or removal of the serviced structure.

48. Hydro Ottawa Limited – Electrical Servicing Agreement

The Owner acknowledges and agrees that it may be required to enter into an Electrical Servicing Agreement with Hydro Ottawa Limited, incorporating such terms and conditions as Hydro Ottawa Limited deems appropriate.

49. Hydro Ottawa Limited – Conditions of Service

The Owner shall comply with Hydro Ottawa Limited's Conditions of Service, as amended, and shall consult with Hydro Ottawa Limited regarding the servicing terms prior to commencing engineering designs in order to ensure compliance with all Hydro Ottawa Limited standards and guidelines.

50. Hydro Ottawa Limited – Non-Conformance

The Owner acknowledges and agrees that Hydro Ottawa Limited reserves the right to raise conditions throughout the performance of the Works, should any revisions to the development contain non-conformances with Hydro Ottawa Limited's Conditions of Service or Standards.

51. Hydro Ottawa Limited – Changes to Electrical Servicing

The Owner acknowledges and agrees to contact Hydro Ottawa Limited if the electrical servicing for the site is to change in location or in size. The Owner further

acknowledges and agrees to provide a load summary for the technical evaluation of Hydro Ottawa Limited's requirements.

52. Hydro Ottawa Limited – Development Costs

The Owner acknowledges and agrees it shall be responsible for all costs for feasible relocations, protection or encasement of any existing Hydro Ottawa Limited plant and/or asset.

53. Hydro Ottawa Limited – Service Entrance Requirement

The Owner acknowledges and agrees it shall be responsible for servicing the buildings within the subject lands. The Owner further acknowledges and agrees that only one service entrance per site shall be permitted by Hydro Ottawa Limited.

Enbridge Gas Distribution Inc.

54. Enbridge Gas Distribution Inc. - Conditions and Easements

The Owner acknowledges and agrees that Enbridge Gas Distribution Inc. reserves the right to add, amend or remove conditions and/or obtain easements to service this development, at no cost to Enbridge Gas Distribution Inc.

55. Enbridge Gas Distribution Inc. - Relocation Costs

The Owner acknowledges and agrees to bear the responsibility of all costs associated with the relocation of any gas main resulting from changes in the alignment or grade of future road allowances, or for temporary gas pipe installations pertaining to phased construction.

CONVEYANCES TO CITY

56. 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 Transit Road frontage of the lands, described as Part 1 on Plan 4R-34160.

57. Access Easement to City

The Owner acknowledges and agrees it shall grant to the City, at the Owner's expense, a Blanket Easement over the lands, with the right and licence of free, uninterrupted, unimpeded and unobstructed access to the City to enter on and to pass at any and all times, on, over, along and upon the lands with or without vehicles, supplies, machinery and equipment for all purposes necessary or convenient to construct, maintain, repair and replace the Private Watermains, Private Service Posts and fire hydrants at the Owner's expense. The Owner acknowledges and agrees that notwithstanding the rights granted to the City under the grant of easement, the Owner remains responsible at all times for the

maintenance, inspection, alteration, repair, replacement and reconstruction of the utility in the said lands during their term of use. The Owner acknowledges and agrees to provide an electronic copy of the Transfer of Easement prior to the execution of this Agreement by the City, to the satisfaction of the City Clerk and Solicitor. All costs shall be borne by the Owner.

October 12, 2022

Date



Lily Xu
Manager, Development Review, South
Planning, Infrastructure and Economic
Development Department

Enclosure: Site Plan Control Application approval – Supporting Information

SITE PLAN CONTROL APPROVAL APPLICATION SUPPORTING INFORMATION

File Number: D07-12-14-0067

SITE LOCATION

1424 Earl Armstrong Road, and as shown on Document 1.

SYNOPSIS OF APPLICATION

The proposal is to construct a multi-unit commercial retail development in two phases on 6.54 hectares of land.

- The subject lands are located on the southeast corner of Earl Armstrong Road and Limebank Road, which are both arterial roads and is zoned GM28 S269 (General Mixed Use, Subzone 28, Schedule 269).
- The site is relatively flat undeveloped land with a mixture of grass, shrubs, and trees. The lands to the northeast, northwest, and southwest of the Earl Armstrong Road and Limebank Road intersection are also undeveloped and are zoned GM (General Mixed-use).
- The O-Train Trillium Line is to run along the south side of the property, with the Limebank Station on the west side of Limebank Road. Construction on the Trillium Line is currently underway.
- The proposal intends to develop the site with approximately 19,636m² of retail space in 12 separate free-standing buildings and a total of 757 surface parking spaces, including 24 barrier-free spaces.
- The site is to be developed in two phases, with the first phase developing 5.01 hectares of the approximately 6.54-hectare site. Phase 1 will include 8-single storey retail buildings toward the north side of the site, 589 parking spaces, and two drive-through buildings (Building 'B' and 'G').
- Phase 2 will develop the southern portion of approximately 1.53 hectares of the site along the transit corridor, which includes 4 two-storey buildings to allow retail and office space on the second floors. Phase 2 will include 168 parking spaces.
- Internal vehicle travel lanes have been organized in a street grid to facilitate future intensification of the site.
- Landscaped islands and medians are included in the proposal with approximately 15.7% of the parking area landscaped.

- Corner parkettes are to be developed on the northwest, southwest, and southeast corners of the site to help improve pedestrian linkages to the surround area. Additionally, pedestrian walkways separated from vehicular traffic are included in the parking areas to allow pedestrians to traverse the parking areas to different buildings.
- The site is within a design priority area, and the development includes design elements such as wall plane projections or recesses, arcades, and awnings to help articulate the façade and reduce massive scale and uniformity. As well, buildings that are adjacent to Limebank Road or Earl Armstrong Road are required to have or to emulate a front façade with windows and doors, which will help to create a defined street edge.
- The site is subject to the Riverside South Community Design Plan (CDP). The CDP identifies these lands along the south side of Earl Armstrong Road large format retail, with larger format stores located further from the transit station, and smaller-scale uses and building forms located closer to the transit station.

DECISION AND RATIONALE

This application is approved for the following reasons:

- The lands are designated as General Urban Area within Schedule B of the City of Ottawa Official Plan which permits the development of housing in proximity to conveniently located employment, retail, and services uses.
- The Riverside South Community Design Plan identifies this location as Community Core. Specifically, this location is identified for large format retail in order to complement the Community Core design and to support the transit orientation of the Community Core.
- The site is currently zoned GM28 S269 (General Mixed Use, Subzone 28, Schedule 269) and the development is in conformance with the zoning designation and no variance or amendments are requested with this application.
- The Urban Design Guidelines for Drive-Through Facilities was used to help improve the site plan. Guidelines implemented include locating vehicular stacking lanes so that they are not placed between the building face and the public street. As well as, separating stacking lanes from parking areas using landscaped islands and decorative pavement. Additionally, the buildings have been designed to provide windows, articulation, and visual interest on all sides to avoid highly visible blank walls.
- The proposed development generally represents good planning by providing appropriate and efficient land use.

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 the above conditions.

ROAD MODIFICATIONS

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

CONSULTATION DETAILS

Councillor's Concurrence

Councillor George Darouze was aware of the application related to this report.

Public Comments

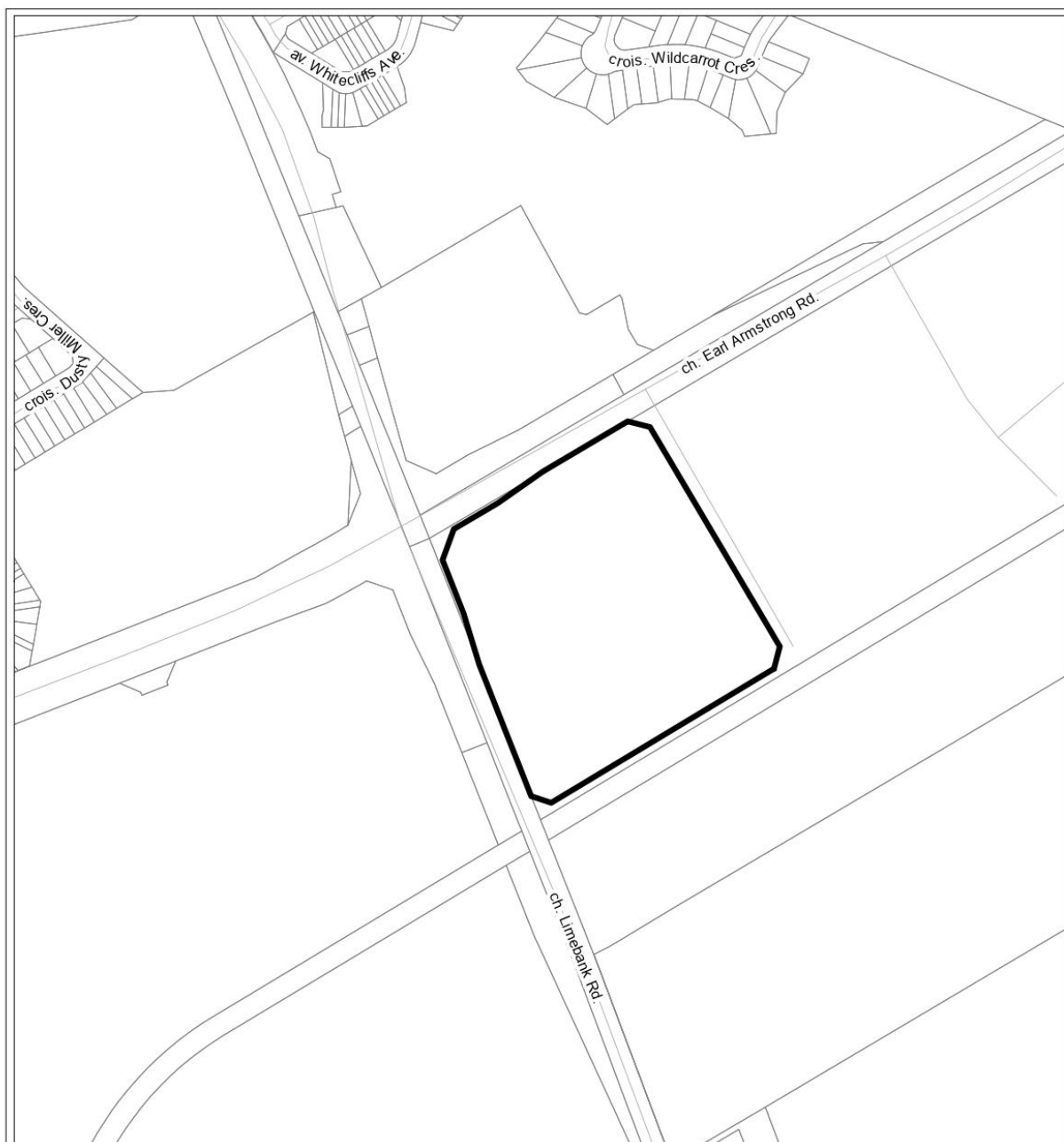
This application was subject to public circulation under the Public Notification and Consultation Policy. There was no public comment received online.

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 time required to resolve identified issues.

Contact: Kelby Lodoen Unseth Tel: 613-580-2424, ext. 12852 or e-mail: Kelby.LodoenUnseth@ottawa.ca

Document 1 – Location Map



D07-12-14-0067

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REVISION / RÉVISION - 2021 / 10 / 15

LOCATION MAP / PLAN DE LOCALISATION
SITE PLAN / PLAN D'EMPLACEMENT



1424 ch. Earl Armstrong Rd.



NOT TO SCALE