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

Site Location: 797 Richmond Road

File No.: D07-12-21-0088

Date of Application: June 21, 2021

This SITE PLAN CONTROL application submitted by Joe Tallis, on behalf of Giuseppe Lima, is APPROVED as shown on the following plan(s):

1. **Site Plan**, Plan SP-201, prepared by Chmiel Architects, Project 20-1881, Revision 4, dated 22-06-02.
2. **Tree Conservation Report & Landscape Plan,** Plan L.1, prepared by James B. Lennox & Associates Inc., project 21CHM2138
3. **East and West Elevations**, Plan A-201, prepared by Chmiel Architects, Project 20-1881, Revision 3, dated 22-06-02.
4. **North and South Elevations**, Plan A-200, prepared by Chmiel Architects, Project 20-1881, Revision 3, dated 22-06-02.
5. **Existing Conditions/Removal Plan.** Plan Number 18550, prepared by Ainley Consulting Engineers Planners, 003-21006-REM1, dated March 2021, revision 4, dated Feb 07/22
6. **Site Servicing Plan**, Plan Number 18550, prepared by Ainley Consulting Engineers Planners, 004-21006-S1, dated March 2021, revision 5, dated June 01/22.
7. **Grading and Drainage Plan.** Plan Number 18550, prepared by Ainley Consulting Engineers Planners, 005-21006-GR1, dated March 2021, revision 5, dated June 01/22
8. **Pre-Development Drainage Area Plan and Post Development Drainage Area Plan**, Plan Number 18550, prepared by Ainley Consulting Engineers Planners, 006-21006-STM1, dated March 2021, revision 5, dated June 02/22.
9. **Erosion and Sediment Control Plan**, Plan Number 18550, prepared by Ainley Consulting Engineers Planners, 007-21006-SC1, dated March 2021, revision 3, dated June 01/22.

And as detailed in the following report(s):

1. **Site Servicing and Storm Water Management Report**, prepared by Ainley Consulting Engineers Planners, Project No. 21006-1, dated May 7, 2021, revised Feb 07, 2022.
2. **Geotechnical Investigation**, Prepared by Paterson Group, Report PG5719-1 Revision 1, dated January 27, 2022.
3. **Pedestrian Level Wind Study**, Prepared by Gradient Wind Engineers and Scientist, Report 21-048-PLW, dated May 7, 2021.
4. **Phase 1- Environmental Site Assessment**, Prepared by Paterson group, Report PE5190-1, dated April 12,2021.
5. **Phase 2- Environmental Site Assessment**, Prepared by Paterson group, Report PE5190-2, dated April 12,2021.
6. **Transportation Noise and Vibration Assessment**, Prepared by Gradient Wind Engineers and Scientist, Report: GWE21-048-Noise & Vibration, dated May 20,2021
7. **Confederation Line Level 2 Proximity Study**, prepared by Paterson Group, Report PG5719-2, dated May 17, 2021.
8. **Transportation Impact Assessment,** prepared by Ainley Consulting, Project No. 21006-2, dated June 8, 2021.
9. **Grading Plan Review Memo** Prepared by Paterson group, Report PG5719-MEMO.04, dated January 27, 2022.
10. **Geotechnical Memo**, Prepared by Paterson group, Report PG5719-MEMO.04, dated February 6, 2022.
11. **Site Servicing Memo** Prepared by Paterson group, Report PG5719-MEMO.03, dated January 27, 2022.

And subject to the following General and Special Conditions:

General Conditions

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

2. **Permits**

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

10. Development Charges

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

Special Conditions

11. 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, Transit 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)

12. Additional Plans Reports and Plans

In addition to the documents listed in Condition 11 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.

13. Dewatering and Discharge Plan

The Dewatering and Discharge plan listed in Condition 2 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.

14. 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.

15. 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

16. 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.

17. 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 (EWC), 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 (EWC) during construction of the OLRT project due to the installation of rock anchors / tiebacks and/or sheet piling within the railway corridor.

18. 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.

19. Noise and Vibration Study

The Owner acknowledges that the Transportation Noise & Vibration Assessment: Report GWE21-048 prepared by Gradient Wind Engineers & Scientists, dated May 20, 2021, 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.

20. Proximity Study Review Cost Recovery

The Owner acknowledges and agrees it shall pay all costs in the sum of **$16,500**, 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.

21. Warning Clause

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."

22. On-Site Parking

(a) The Owner acknowledges and agrees that units within the proposed building(s) may 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 may 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.

(b) The Owner acknowledges and agrees that a notice-on-title respecting on-site parking, as contained in Clause 23 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.

23. On-Site Parking - Notice on Title

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

"The Purchaser/Lessee for himself, his heirs, executors, administrators, successors and assigns acknowledges being advised that the unit being sold/rented may not be provided with any on-site parking. Should the Purchaser/Lessee have a vehicle for which they wish to have parking, alternative and lawful arrangements may 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."

24. Asphalt Overlay

Due to the number of road cut permits required to service this development, the Owner shall install an asphalt overlay, fronting the subject lands, as shown on the approved Grading and Drainage Plan, 005-21006-GR1 Revision date June 01/22

prepared by Ainley Consulting Engineers and Planners, referenced in Schedule “E” hereto. The overlay shall be carried out to the satisfaction of the General Manager, Planning, Real Estate and Economic Development. The Owner acknowledges and agrees that all costs are to be borne by the Owner.

25. Stationary Noise Study

The Owner covenants and agrees that is shall retain the services of a professional engineer licensed in the Province of Ontario to provide a Stationary Noise Study (the “Report”) for review to Development Review (PRED-DR), prior to issuance of a building permit, further to City comments and requirements. The Owner further acknowledges and agrees that is shall provide the General Manager, Planning Real Estate and Economic Development Department (PRED) 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 Infrastructure and Economic Development Department.

26. Noise Control Attenuation Measures

The Owner acknowledges and agrees to implement the noise control attenuation measures recommended in the approved Transportation noise and Vibration Assessment, 797 Richmond Road, Ottawa, Ontario Report: GWE21-048-oise and Vibration dated May 20,2021, referenced in Schedule “E” of this Agreement, as follows:

(a) each unit is to be equipped with central air conditioning;

(b) further to subsection (b) above, the location and installation of any outdoor air conditioning device(s) shall comply with the noise criteria of the Ministry of the Environment, Conservation and Parks’ Publication NPC-216, 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.

(c) prior to the issuance of a building permit, a review of building components (windows, walls, doors) is required and must be designed to achieve indoor sound levels within the City’s and the Ministry of the Environment, Conservation and Parks’ noise criteria;

(d) notice respecting noise shall be registered against the lands, at no cost to the City, and a warning clause shall be included in all agreements of purchase and sale or lease agreements, as detailed in paragraph 27 below.

27. 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 B – Increasing Roadway Traffic

"The Purchaser/Lessee for himself, his heirs, executors, administrators, successors and assigns acknowledges being advised that despite the inclusion of noise control features in this development and within building units, noise levels from increasing roadway traffic may be of concern, occasionally interfering with some activities of the dwelling occupants as the outdoor sound level exceeds the City of Ottawa's and the Ministry of the Environment, Conservation and Parks' noise criteria.

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

- STC rated multi-pane glass glazing elements and spandrel panels
- Upgraded exterior walls achieving STC 45 or greater "

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."

"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."

28. Certification Letter for Noise Control Measures

(a) The Owner acknowledges and agrees that upon completion of the development and prior to occupancy and/or final building inspection, it shall retain a Professional Engineer, licensed in the Province of Ontario with expertise in the subject of acoustics related to land use planning, to visit the lands, inspect the installed noise control measures and satisfy himself that the installed recommended interior noise control measures comply with the measures in the Transportation noise and Vibration Assessment, 797 Richmond Road, Ottawa, Ontario Report: GWE21-048-oise and Vibration dated May 20,2021 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.

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.

29. Geotechnical Investigation

The Owner acknowledges and agrees that it shall retain the services of a geotechnical engineer, licensed in the Province of Ontario, to ensure that the recommendations of the Geotechnical Investigation Proposed Multi Storey Building 797 Richmond Road, Ottawa, Ontario. Report PG5719-1 Revision 1 Dated January 27,2022, 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.

30. 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.

31. Record of Site Condition

Prior to the issuance of any building permit, the Owner shall submit to the General Manager, Planning, Real Estate 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 (“O.Reg. 153/04”), as amended, and such RSC shall be acknowledged by the Ministry of the Environment, Conservation and Parks. The RSC shall confirm that all or part of the site is 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 which shall be at the sole discretion of the Chief Building Official.

Where available information reveals that contamination extends into a City right-of-way and submission of an RSC is not possible, a building permit may be issued, at the sole discretion of the Chief Building Official, 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, Real Estate and Economic Development.

32. Groundwater Management

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

33. 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 34 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.

34. 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."

35. Requirement for a Grease Interceptor

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 interceptor on the internal sanitary plumbing system when a restaurant is established on the lands.

36. Protection of City's Large Diameter Watermain

Prior to any Works being commenced on site and in order to ensure the integrity of the 1220mm watermain located along the North boundary of the site that carries a significant portion of the entire water supply for the City of Ottawa, the Owner acknowledges and agrees to:

(a) to develop a site-specific Settlement and Vibration Monitoring Program (the "Program"), which said Program will be stamped by a Professional Engineer, licensed in the Province of Ontario and submitted to the General Manager, Planning, Real Estate and Economic Development for review and approval prior to the inclusion of the Plan in the contract documents.

(b) that should monitor levels of vibration and underground soil movement exceed the maximum limits outlined in the Program, the Owner agrees to cease all construction activities immediately and implement, at its sole expense, the necessary correction measures. The Owner further agrees to report to the City immediately and resubmit a revised work plan to the satisfaction of the General Manager, Planning, Real Estate and Economic Development.

(c) that if the levels of vibration momentarily exceed the maximum limits outlined in the Program, and if 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 Program, which does not further cause the levels of vibration/settlement to exceed the maximum limits outlined in the Program. Prior to proceeding with the Work, the level of exceedance of vibration/settlement shall be reported to the Construction Services Branch of the City.

(d) that in the event emergency repairs of the transmission main are required, the Owner shall reimburse the City for the cost of such repairs to the satisfaction of the General Manager, Planning, Real Estate and Economic Development.

(e) that the City reserves the right to issue a stop work order for the construction in the event of any incident which would adversely affect the City's

requirement to provide safe drinking water. This may include but is not limited to, a leak or failure of the high-pressure transmission main and/or a failure at one of the water purification plans. The City will not be responsible for any delay claim billed by the Owner because of the stop work order.

(f) that the Owner or its Contractor shall provide the City, prior to the execution of this Agreement, and shall keep in force during the term of the construction Work with a certificate of liability insurance in the form acceptable to the City, evidencing its insurance coverage. Such policy shall name the City of Ottawa as an additional insured thereunder. 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.

37. Protection of City Sewers

(a) Prior to the issuance of a building permit, the Owner shall, at its expense:

(i) obtain a video inspection of the City's Sanitary Sewer System within maintenance holes MHSA61484 and MHSA01725 and the storm sewer fronting the subject property where the storm service lateral connection is proposed, 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:

(ii) obtain a video inspection of the existing City's Sanitary Sewer System within maintenance holes MHSA61484 and MHSA01725 and the storm sewer fronting the subject property where the storm service lateral connection is proposed, to determine if the City Sewer System sustained any damages as a result of construction on the lands; and

(iii) assume all liability for any damages caused to the existing City's Sanitary Sewer System within Maintenance holes MHSA61484 and MHSA01725 and the storm sewer fronting the subject property where the storm service lateral connection is proposed, and compensate the City for the full amount of any required repairs to the City Sewer System.

38. 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.

39. 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.

40. 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.

41. Off-Site Contamination Management Agreement

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

42. Environmental Site Remediation Program

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

(a) soils that are found to be contaminated, must be disposed, treated or recycled at a waste disposal site or landfill licensed for that purpose by the Ministry of the Environment, Conservation and Parks;

(b) groundwater found to be contaminated, shall be removed, managed and/or treated in accordance with the appropriate Ontario regulations and/or

discharged in accordance with the City's Sewer Use By-law, being By-law 2003-514, as amended.

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. 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:

(iv) 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);

(v) 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.

45. Transportation Impact Assessment

The Owner has undertaken a Transportation Impact Assessment and an Addendum for this site, which are 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 Brief, and Addendum, are fully implemented, to the satisfaction of the General Manager, Planning, Infrastructure and Economic Development.

46. 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 **33.5 metre** frontage of the lands, measuring **7.5 metres** from the existing centreline of pavement/the abutting right-of-way. The exact widening must be determined by legal survey. The Owner shall provide a reference plan for registration, indicating the widening, to the City Surveyor for review and approval prior to its deposit in the Land Registry Office. Such reference plan must be tied to the Horizontal Control Network in accordance with the municipal requirements and guidelines for referencing legal surveys. The Owner acknowledges and agrees to provide an electronic copy of the Transfer and a copy of the deposited reference plan to the City Solicitor prior to the execution of this Agreement by the City. All costs shall be borne by the Owner.

47. Walkway Easement

Prior to the registration of this Agreement, the Owner shall grant to the City, at no cost to the City, an unencumbered approximately 2.5 metre-wide by 4.5 metre high pedestrian easement along the entire frontage of the property between the building and the Richmond Road right-of-way. 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 pedestrian access to the parts identified on the Reference Plan.

48. Tree Protection

The Owner acknowledges and agrees that all trees to be retained, as shown on the approved Tree Conservation Report and associated plans, referenced in Schedule "E" herein, shall be protected in accordance with the City's required tree protection measures. At a minimum, the following tree protection measures shall be applied during all on-site works:

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

(b) Tunnel or bore when digging within the CRZ of a tree;

(c) Do not place any material or equipment within the CRZ of the tree;

(d) Do not attach any signs, notices or posters to any tree;

(e) Do not raise or lower the existing grade within the CRZ without the approval of the General Manager, Planning, Infrastructure and Economic Development;

(f) Do not damage the root system, trunk or branches of any tree; and

(g) Ensure that exhaust fumes from all equipment are not directed towards any tree's canopy.

49. Tree Permit

The Owner acknowledges and agrees that any trees to be removed shall be removed in accordance with an approved Tree Permit and Tree Conservation Report/Landscape Plan, and in accordance with the City's Tree Protection By-law, being By-Law No. 2020-340, as amended. The Owner further acknowledges and agrees that a copy of the approved Tree Permit and Tree Conservation Report shall be posted on the construction site at all times until Approval is granted by the City for such Works

50. 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.

51. 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 the interlock placed in the City's right-of-way along Richmond 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.

52. 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, Infrastructure 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.

53. <u>Outdoor Bicycle Lockup Structure</u>

The Owner agrees to design and construct a roof structure to protect the at-grade bicycle lockup area on the northwest corner of the site. The plans for such structure shall be reviewed by Building Code Services through the applicable Building Permit and be designed to satisfaction of the manager, permit approvals. The Owner further agrees to provide the financial securities related to this structure through the Site Plan Agreement.

April 4, 2023

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: D07-12-21-0088

SITE LOCATION

797 Richmond Road, and as shown on Document 1.

SYNOPSIS OF APPLICATION

The subject site is located within Ward 15, Kitchissippi, in the Laurentian neighbourhood. The site is made up of a single parcel, with an area of approximately 1,165 metres squared and 33.5 metres of frontage along the north side of Richmond Road. The site currently consists of asphalt surface parking and a single one-storey building which contains the owner's existing medical facility office (dental clinic).

This area of Richmond Road is characterized by a mix of land uses and built form, a reflection of its continued evolution towards a more complete mainstreet corridor. Northwest of the subject site is a surface parking lot, followed by institutional/service uses in the form of a retirement home, place of worship, and day care centre. Northeast of the subject site is a high-rise residential building. Southeast of the subject site, across Richmond Road, is the Byron Linear Tramway Park. Across Byron Avenue are low- to mid-rise apartment buildings. Southwest of the subject site is an automotive service station, beyond which is a site being redeveloped to a high-rise residential building.

The proposed development is a mixed-use development consisting of a single mid-rise building. The proposed development includes 60 dwelling units and three non-residential units on the ground floor, one featuring a dental clinic. Amenity space will be provided in the form of a communal rear yard, rooftop terrace, as well as private balconies.

A two-level parking garage is included in the proposed development, containing 40 vehicle parking spaces and 15 bicycle stalls, and 16 bicycle stalls at grade. Access to the parking garage will be provided by a single driveway, leading to a ramp at the rear of the property.

ASSOCIATED APPLICATION

Zoning By-law Amendment (D02-02-21-0083) - Approved

DECISION AND RATIONALE

This application is approved for the following reasons:

- The proposal is consistent with the Official Plan with respect to the Inner Urban Transect and Mainstreet Corridor policies.

  Inner Urban Transect

The Inner Urban Transect is generally planned for mid- to high-density development. As the name suggests it is meant for areas that are urban in character and form, prioritizing walking and cycling, and providing direction to hubs, corridors and neighbourhoods

Corridor – Mainstreet.
The Corridor – Mainstreet policies allow heights up to a high-rise on arterial streets such as Richmond Road where the parcel is of sufficient size to allow for a transition in built form massing.

- The property is located within the Station Area on Schedule A of the Cleary and New Orchard Area Secondary Plan. The proposal in keeping with this policy by providing public realm improvements such as planting beds and covered seating areas, interlock surface treatments, a single access to the underground parking garage. The proposal also has multiple ground floor commercial units.

- The proposed development is consistent with the intent of the Zoning By-law and meets all of the applicable performance standards of the Traditional Mainstreet (TM) zone, and as amended through D02-02-21-0088.

- The development complies with the relevant planning policy context and complies with the broader Zoning By-law.

PARKLAND DEDICATION

Parkland dedication, in accordance with By-law 2022-280, is being satisfied within this approval through the taking of cash-in-lieu of parkland as detailed in the above conditions.

URBAN DESIGN REVIEW PANEL

The property is within a Design Priority Area and the Zoning By-law Amendment application and/or Site Plan Control application was subject to the Urban Design Review Panel (UDRP) process. The applicant presented their proposal to the UDRP at a formal review meeting, which was open to the public.

The formal review meeting for the Zoning By-Law Amendment and Site Plan applications was held on February 4, 2022. See Panel recommendatinos: https://ottawa.ca/en/planning-development-and-construction/residential-property-regulations/development-application-review-process/development-application-submission/urban-design-review-panel/panel-recommendations/2022#section-ae7ebe19-4bb2-4eac-9beb-48e28b525df6

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

1. The layby and at grade parking stall has been removed and replaced with more landscaping and interlock to make it more pedestrian friendly.

2. The podium has been more clearly defined by connecting both sides of the south façade with a masonry frame that is now more grounded to the street level by four new columns creating a protected colonnade.

3. Floors 7 – 9 on the west side have been pushed back further and clad with a lighter white cement board product so it is less pronounced.

4. The western façade has been simplified, including a reducing in glazing, to address any privacy issues for future developments on the adjacent property at 801 Richmond Road.

CONSULTATION DETAILS

Councillor's Comments

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

Public Comments

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

APPLICATION PROCESS TIMELINE STATUS

This Site Plan application was not processed by the On Time Decision Date established for the processing of an application that has Manager Delegated Authority due to the complexity of the site and issues needing to be resolved.

Contact: John Bernier Tel: 613-580-2424, ext. 21576 or e-mail: John.Bernier@ottawa.ca

Document 1 – Location Map

