



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

Site Location: 315 Miwatè Private and 505 Chaudière Private

File No.: D07-12-22-0071

Date of Application: April 27, 2022

This SITE PLAN CONTROL application submitted by Dream Theia Ontario Block 204A LP, on behalf of Windmill Dream Zibi Ontario Inc., is APPROVED as shown on the following plans:

1. **Site Plan, Zibi – Block 204**, prepared by NEUF architect(e)s Canada Inc., Drawing No. SPA-A100, dated September 1, 2022, Revision D dated February 17, 2023.
2. **Elevation – North**, prepared by NEUF architect(e)s Canada Inc., Drawing No. SPA-A410, dated September 1, 2022, Revision D dated February 17, 2023.
3. **Elevation – South**, prepared by NEUF architect(e)s Canada Inc., Drawing No. SPA-A411, dated September 1, 2022, Revision D dated February 17, 2023.
4. **Elevation – East**, prepared by NEUF architect(e)s Canada Inc., Drawing No. SPA-A413, dated September 1, 2022, Revision D dated February 17, 2023.
5. **Elevation – West**, prepared by NEUF architect(e)s Canada Inc., Drawing No. SPA-A414, dated September 1, 2022, Revision D dated February 17, 2023.
6. **Bird Friendly Design**, prepared by NEUF architect(e)s Canada Inc., Drawing No. SPA-A415, dated October 25, 2022, Revision A dated February 17, 2023.
7. **Landscape Plan Ground Floor, Zibi Block 204**, prepared by CSW, Drawing No. L1.1, dated March 2022, Revision 7 dated February 21, 2023.
8. **Landscape Enlargement North Side, Zibi Block 204**, prepared by CSW, Drawing No. L1.2, dated March 2022, Revision 7 dated February 21, 2023.
9. **Landscape Enlargement East Side, Zibi Block 204**, prepared by CSW, Drawing No. L1.3, dated March 2022, Revision 7 dated February 21, 2023.

10. **Landscape Plan Interim Condition, Zibi Block 204**, prepared by CSW, Drawing No. L1.4, dated March 2022, Revision 7 dated February 21, 2023.
11. **Landscape Details, Zibi Block 204**, prepared by CSW, Drawing No. L3.1, dated March 2022, Revision 7 dated February 21, 2023.
12. **Landscape Details, Zibi Block 204**, prepared by CSW, Drawing No. L3.2, dated March 2022, Revision 7 dated February 21, 2023.
13. **Landscape Details, Zibi Block 204**, prepared by CSW, Drawing No. L3.3, dated March 2022, Revision 7 dated February 21, 2023.
14. **Notes Plan, Zibi Ontario Block 204**, prepared by CIMA+, Drawing No. C002, dated March 14, 2022, Revision 4 dated February 3, 2023.
15. **Sediment & Erosion Control Plan, Zibi Ontario Block 204**, prepared by CIMA+, Drawing No. C003, dated March 14, 2022, Revision 4 dated February 3, 2023.
16. **Grade Control and Drainage Plan, Zibi Ontario Block 204**, prepared by CIMA+, Drawing No. C004, dated March 14, 2022, Revision 4 dated February 3, 2023.
17. **Site Servicing Layout, Zibi Ontario Block 204**, prepared by CIMA+, Drawing No. C005, dated March 14, 2022, Revision 4 dated February 3, 2023.
18. **Plans and Profile, STA. 1+000 to 1+145, Zibi Ontario Block 204**, prepared by CIMA+, Drawing No. C006A, dated March 14, 2022, Revision 4 dated February 3, 2023.
19. **Plans and Profile, STA. 2+000 to 2+10, Zibi Ontario Block 204**, prepared by CIMA+, Drawing No. C006B, dated March 14, 2022, Revision 4 dated February 3, 2023.
20. **Typical Cross Sections and Details, Zibi Ontario Block 204**, prepared by CIMA+, Drawing No. C007, dated March 14, 2022, Revision 4 dated February 3, 2023.
21. **Stormwater Management Plan, Zibi Ontario Block 204**, prepared by CIMA+, Drawing No. C008, dated March 14, 2022, Revision 4 dated February 3, 2023.
22. **Legal Plan, City of Ottawa Easements**, prepared by CSW, Sheet No. L1.0, dated March 2022, Revision 3 dated April 21, 2023.

And as detailed in the following reports:

23. **Site Servicing Report, Zibi Block 204**, prepared by CIMA+, File number A000931, Revision No. 2 dated November 21, 2022.
24. **Environmental Noise Assessment, Zibi Block 204A**, prepared by Gradient Wind Engineers & Scientists, Report: GW22-015-Environmental Noise R1, dated September 12, 2022.

25. **Geotechnical Investigation, Revised Final Report (Rev. 3)**, prepared by EXP Services Inc., Project Number: OTT-00250193-S0, dated December 19, 2022.
26. **Hydrogeological Investigation, Blocks 201, 202, 204 & 205B Chaudière Island**, prepared by EXP Services Inc., Project Number OTT-00250193-S0, dated August 30, 2022.
27. **Technical Memorandum: TIS Addendum No. 6 – Zibi Block 204, Submission 2**, prepared by Parsons, Reference Number: 478165-02000, dated August 29, 2022.
28. **Pedestrian Level Wind Study, Zibi Block 204A**, prepared by Gradient Wind Engineers & Scientists, Report: 22-015-PLW, dated March 25, 2022.
29. **Letter: Integrated Environmental Impact Statement, Tree Conservation Report & Wildlife Mitigation and Monitoring Plan, Zibi Development Phase 1 & 2, Addendum #3**, prepared by McKinley Environmental Solutions, dated February 11, 2022.

And subject to the following General and Special Conditions:

General Conditions

1. Execution of Agreement Within One Year

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

2. Prior Site Plan Agreement

- (a) The Owner acknowledges and agrees that all terms and conditions of the Site Plan Agreement between Windmill Dream Zibi Ontario Inc., Windmill Dream Zibi Ontario HIJ Inc., and the City of Ottawa registered as Instrument No. OC2120632 on July 17, 2019 (the 'Master Site Plan Agreement') are reconfirmed and are in full force and effect except as otherwise varied or amended in this Agreement; and
- (b) The Owner further acknowledges and agrees that the relevant portion of the Approved Plans referenced in Schedule "E" hereto shall supersede and replace and/or be in addition to, as the case may be, the relevant sections of the corresponding Plans contained in the Master Site Plan Agreement.

3. **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.

4. **Waste Reduction Workplan Summary**

The Owner acknowledges and agrees, prior to the issuance of a building permit to prepare a waste reduction workplan summary for the construction project, as required by O. Reg 102/94, being "Waste Audits and Waste Reduction Work Plans" made under the *Environmental Protection Act*, RSO 1990, c E.19, as amended, to the satisfaction of the General Manager, Planning, Real Estate and Economic Development. The Owner further acknowledges and agrees to provide a copy of the said waste reduction workplan summary to the General Manager, Planning, Real Estate and Economic Development.

5. **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.

6. **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.

7. **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.

8. **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.

9. **Completion of Works**

(a) 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.

- (b) 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.
- (c) 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. **Sanitary Connection and Ultimate Pump Station**

The Owner acknowledges and agrees that, as the interim pump station does not have the capacity to handle the development approved herein, the Owner shall not connect to the sanitary service lateral into the fronting sanitary sewer located on Chaudière Private and or Miwatè Private until it has constructed the 'Ultimate Pump Station', as approved in Site Plan Control application D07-12-15-0158 and ECA #0728-CF9LA9, to the satisfaction of the General Manager, Planning, Real Estate and Economic Development.

12. **Existing Joint Use, Maintenance and Liability Agreement(s)**

The Owner acknowledges and agrees that all terms and conditions of the Joint Use, Maintenance and Liability Agreement(s) registered as Instrument No. OC2280509 on November 12, 2020 against the lands are re-confirmed and are in full force and effect.

13. **Joint Use, Maintenance and Liability Agreement**

- (a) The Owner acknowledges and agrees that should the lands be severed in the future for the creation of a new lot, it shall ensure that the future owner of the freehold units shall enter into a Joint Use, Maintenance and Liability Agreement, which shall be binding upon the owners and all subsequent

purchasers to deal with the joint use, maintenance and liability of the common elements for the mutual benefit and joint use of the owners including, but not limited to, any private roadway(s) and concrete sidewalks; common grass areas; common party walls, exterior walls; common structural elements such as the roof and foundations; common parking areas; sewers and watermains; and any other elements located in the common property; and the Joint Use, Maintenance and Liability Agreement shall be filed with the General Manager, Planning, Real Estate and Economic Development.

- (b) The Owner shall file with the General Manager, Planning, Real Estate and Economic Development, an opinion from a solicitor authorized to practice law in the Province of Ontario that the Joint Use, Maintenance and Liability Agreement is binding upon the owners of the land all subsequent purchasers to deal with the matters referred to in Clause 13(a) above.
- (c) The Owner acknowledges and agrees that the Joint Use, Maintenance and Liability Agreement shall be registered on the Owner's lands at no cost to the City, and a copy of the registered agreement shall be provided to the General Manager, Planning, Real Estate and Economic Development.
- (d) The Owner acknowledges and agrees that the Joint Use, Maintenance and Liability Agreement shall include a clause that transfers all legal and financial obligations required under the Joint Use, Maintenance and Liability Agreement to future owners, successors and assigns in title of the subject lands.

14. **Transportation Impact Assessment**

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

15. **Noise Control Attenuation Measures**

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

16. **Species at Risk**

The Owner acknowledges and agrees to abide by all appropriate regulations associated with Provincial and Federal species at risk statutes.

17. **Impacts on Wildlife**

The Owner acknowledges and agrees to minimize impacts on wildlife in accordance with the City of Ottawa 2015 Protocol for Wildlife during construction.

18. **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. Limited on-site parking may be available to rent on a first come first served basis through the parking operator. 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 where there is no on-site parking available for lease 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.”

19. **Private Access**

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

20. **Geotechnical Investigation**

The Owner acknowledges and agrees that it shall retain the services of a geotechnical engineer, licensed in the Province of Ontario, to ensure that the recommendations of the Geotechnical Investigation Report (the “Report”), referenced in Schedule “E” herein, are fully implemented. The Owner further

acknowledges and agrees that it shall provide the General Manager, Planning, Real Estate and Economic Development with confirmation issued by the geotechnical engineer that the Owner has complied with all recommendations and provisions of the Report, prior to construction of the foundation and at the completion of the Works, which confirmation shall be to the satisfaction of the General Manager, Planning, Real Estate and Economic Development.

21. **Pedestrian Level Wind Study**

The Owner acknowledges and agrees that the recommendations of the Pedestrian Level Wind Study, referenced in Schedule "E" herein, shall be fully implemented to the satisfaction of the General Manager, Planning, Real Estate and Economic Development.

22. **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.

23. **Soil Management**

The Owner acknowledges and agrees to retain an environmental consultant to identify areas on the subject lands where excess soils, fill and/or construction debris will be removed. If through further testing any of these materials are found to be contaminated, the Owner acknowledges and agrees to dispose, treat or recycle these materials at a waste disposal site or landfill licensed for that purpose by the Ministry of the Environment, Conservation and Parks.

24. **Groundwater Management**

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

25. **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.”

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, 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.

27. **Stormwater Works Certification**

Upon completion of all stormwater management Works, including installation of the approved oil/grit separator, FE06, 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.

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. The Owner further agrees to obtain the required permit to the satisfaction of the General Manager, Planning, Infrastructure and Economic Development

29. **Water Plant**

The Owner acknowledges and agrees that the water plant within the lands is a private watermain. The Owner further acknowledges and agrees that the private watermain and appurtenances thereto are to be maintained by the Owner at its own expense, in perpetuity. The Owner performing maintenance on critical infrastructure, such as private watermains and private fire hydrants, shall maintain adequate records as proof of having done so in accordance with applicable regulations, and that the records shall be retained for review by the City and or the Ottawa Fire Services when requested.

30. **Fully Supervised Sprinkler System**

The Owner acknowledges and agrees to establish and maintain a fully private supervised sprinkler system, which will include system supervision including water flow and control valve alarm service as per the letter prepared by Smith + Andersen and dated August 29, 2022 enclosed within Appendix B of the approved Site Servicing Report, referenced in Schedule “E” herein. The Owner further acknowledges and agrees that it shall provide the General Manager, Planning, Infrastructure and Economic Development with confirmation issued by the professional engineer that the Owner has complied with all recommendations and provisions of the Report to the satisfaction of the General Manager, Planning, Infrastructure and Economic Development.

31. **Use of Explosives and Pre-Blast Survey**

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 based on the location where explosives are to be used. In particular, a pre-blast survey shall be completed in accordance with Table 1 of S.P. No. F-1201. 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.

32. **Site Lighting Certificate**

- (a) In addition to the requirements contained in clause 19 of Schedule “C” hereto, the Owner acknowledges and agrees, prior to the issuance of a building permit, to provide the City with a certificate from an acceptable professional engineer, licensed in the Province of Ontario, which certificate shall state that the exterior site lighting has been designed to meet the following criteria:
- (i) it must be designed using only fixtures that meet the criteria for full cut-off (sharp cut-off) classification, as recognized by the Illuminating Engineering Society of North America (IESNA or IES); and
 - (ii) 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.

33. **Exterior Elevations Drawings**

The Owner acknowledges and agrees to construct the proposed building in accordance with the approved Elevations Plans SPA-A410, SPA-A411, SPA-A413, and SPA-A414, 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.

34. **Waste Collection – Residential and Non-Residential/Commercial**

(a) **Residential**

The Owner acknowledges and agrees that residential cart (and/or container) garbage, recycling, and organic waste collection will be provided by the City from a centralized refuse room or area. The Owner shall provide, at its own expense, adequate storage for the containers and carts and acknowledges it is recommended that they be placed on a concrete floor. The Owner shall provide an adequately constructed road for direct access to the garbage/recycling/organic waste storage room or area suitable for garbage/recycle/organic waste collection vehicles. Any additional services (i.e., winching of containers) may result in extra charges.

(b) **Non-Residential/Commercial**

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

35. **Street Name and Signs**

- (a) The Owner acknowledges and agrees it shall provide for, install and maintain, at its own expense, all regulatory traffic signage, in accordance with the City's Municipal Addressing By-law 2014-78, as amended, for any private road within the area controlled by this Agreement and as shown on the approved Site Plan, referenced in Schedule "E" herein.
- (b) The Owner acknowledges and agrees it shall provide for, install and maintain, at its own expense, all temporary street name signs, in accordance with the City's Municipal Addressing By-law 2014-78, as amended, for any private road within the area controlled by this Agreement and the approved Site Plan, referenced in Schedule "E" herein.
- (c) The Owner acknowledges and agrees it shall, at its own expense, make arrangements for the City to provide, install, and maintain all permanent street name signs, in accordance with the City's Municipal Addressing By-law 2014-78, as amended, and to City Specifications or Standards.

36. **Installation of Signs on Private Property**

The Owner acknowledges and agrees that, prior to installation of any signage on the lands, it shall obtain approval from the Chief Building Official, Building Code Services, and the General Manager, Planning, Real Estate and Economic Development, which signage shall be in accordance with the City's Permanent Signs on Private Property By-law No. 2016-326, as amended.

37. **Road Widening**

- (a) Prior to occupancy of any building on the subject lands, the Owner acknowledges and agrees to convey to the City, at no cost to the City, an unencumbered road widening across the eastern frontage of Chaudière Private and Part 11 4R-33533 on the east side of Booth Street adjacent to 125 Zaida Eddy Private. The exact widening for the road widening across the eastern frontage of Chaudière West Private must be determined by legal survey.
- (b) 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.

- (c) The Owner acknowledges and agrees that, for both widenings, the current License of Occupation OC2286127 and OC2286465 for private infrastructure within the City's right-of-way, must be revised to reflect the road widenings.

38. **Pedestrian and Multi-use Pathway Easements**

- (a) Prior occupancy of any building on the subject lands, the Owner shall grant to the City the easements as described below and as depicted on the approved **Legal Plan, City of Ottawa Easements**, referenced in Schedule "E" herein, at no cost to the City and to the satisfaction of the City:
 - (i) an unencumbered 3 metre multi-use pathway easement generally along the centreline of the six-metre wide shared woonerf/right-of-way of Miwatè Private and Chaudière West Private (west of Block 206);
 - (ii) an unencumbered 2 metre pedestrian easement along the south side of Chaudière West Private that connects Booth Street on the east side to the multi-use pathway easement on the west side;
 - (iii) an unencumbered 2 metre pedestrian easement along the west side of Block 205A;
 - (iv) an unencumbered 3 metre pedestrian easement at the southwest end of the multi-use pathway easement; and
 - (v) an unencumbered pedestrian easement within Head Street Square that connects Booth Street on the east side to the required multi-use pathway along Miwatè Private on the west side, and connects Head Street Square on the north side to the pedestrian easement along Chaudière West Private.
- (b) The Owner shall provide a Reference Plan for registration, indicating the multi-use pathway 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 Solicitor prior to registration of the easement. All costs shall be borne by the Owner.

39. **Notice on Title – Pedestrian and Multi-use Pathway Easements**

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 acknowledge being advised that there is a publicly accessible multi-use pathway within the limit of the subject lands along the centreline of the shared woonerf/right-of-way of Miwatè Private and Chaudière West Private (west of Block 206), a pedestrian easement along the south side of Chaudière West Private and the west side of Block 205A, and a pedestrian easement within Head Street square that connects Booth Street to both Miwatè Private and Chaudière West Private, as shown on Plan 4R-XXXX.”

“The Purchaser/Lessee for himself, his heirs, executors, administrators, successors and assigns acknowledge being advised that the multi-use pathway is for public use in accordance with the terms of the multi-use pathway surface access easement registered on title and is to be maintained in accordance with the City of Ottawa Standards and By-laws”.

“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”.

40. **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 license 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 issuance of a Commence Work Notification for the Works approved herein, to the satisfaction of the City Solicitor. All costs shall be borne by the Owner.

41. **Ministry of the Environment, Conservation and Parks Environmental Compliance Approval (ECA)**

The Owner acknowledges and agrees to apply for the required Environmental Compliance Approval (ECA) at his own cost. The Owner further agrees that a Commence Work Notification Letter (CWNL) will not be issued unless the ECA certificate is received from the ministry.

42. **Parkland**

The City acknowledges and agrees that:

- (a) there has not been a change in the proposed development or redevelopment that would increase the density providing a net dwelling unit gain;
- (b) the proposed development or redevelopment does not increase the gross floor area of a non-residential use; and
- (c) that any requirement for payment of cash-in-lieu of parkland was previously satisfied in accordance with the Planning Act by virtue of the Parkland Dedication By-law waiver granted by Council on January 27, 2021;

therefore, no parkland conveyance or cash-in-lieu of parkland conveyance is required for the development approved herein.

43. **Interim and Ultimate Landscaping**

The Owner acknowledges and agrees that the **Landscape Plan Interim Condition**, referenced in Schedule "E" herein, is temporary in nature and that the **Landscape Plan Ground Floor** submitted and approved with this Application and referenced in Schedule "E" herein, or a plan that is deemed by the General Manager, Planning, Real Estate and Economic Development to be generally consistent with this plan, shall be implemented as a condition to the site plan approval granted for the last applicable individual development phase Site Plan Control application to be approved for Blocks 201, 202, or 205B.

May 23, 2023

Date



Andrew McCreight, MCIP RPP
Manager (A), 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: D07-12-22-0071

SITE LOCATION

315 Miwatè Private and 505 Chaudière Private, and as shown on Document 1.

SYNOPSIS OF APPLICATION

The subject site is located on Chaudière Island within the Chaudière West district of the Zibi Ontario development. Known as 'Block 204' within the Zibi Ontario development, the site is 2,631 sq.m. in area and is proposed to be developed with a 72.15 metre mixed-use building consisting of 22 storeys, plus a mezzanine level, for a total of 23 storeys. The mezzanine level makes use of the grade change of the site while also providing space for the property management office and bicycle parking.

The ground floor will be comprised of retail uses, as well as the residential entrance and lobby. A total of 244 residential dwelling units are proposed in the upper storeys with a mix of unit sizes ranging from studios to two-bedroom units. A total of 97 underground parking spaces will be provided, with 33 of those being for small cars. Of the 282 bicycle parking spaces for the site, 276 will be provided in a stacked format within the first underground parking level and six will be provided at-grade exterior to the building. Amenity space for residents will be provided through private balconies and terraces, as well as communal indoor and outdoor spaces throughout the building.

The site is currently zoned "MD5 [2172] S332" – Mixed-Use Downtown Zone, Subzone 5, Urban Exception 2172, Schedule 332. This zone permits a wide range of uses with specific provisions that address the Zibi development, including designating the site as one lot for zoning purposes, setting a maximum floor plate size above the ninth storey, setting minimum separation distance, and identifying the permitted number of buildings over nine storeys.

RESIDENTIAL UNITS AND TYPES

| Dwelling Type | Number of Units |
|----------------------|------------------------|
| Apartment | 244 |
| Stacked | 0 |
| Townhouse | 0 |
| Semi-detached | 0 |
| Detached | 0 |

DECISION AND RATIONALE

This application is approved for the following reasons:

- The proposed development conforms to the policies of the Official Plan (Section 6.6.2.5 – Ottawa River Islands Special District). These policies address Zibi as being a development that creates a walkable 15-minute neighbourhood, provides parks and privately-owned public spaces, and integrates heritage, cultural significance, and locational significance to the river and falls.
- The proposed development complies within the Zoning By-law, including maximum permitted height of 73 metres, maximum floor plate size above the ninth storey, and minimum separation distance from existing adjacent development.
- The development is part of the Zibi Ontario development, which was subject to a Master Site Plan review and approval process. The Master Site Plan process addressed parkland contribution and development, heritage retention, and servicing.
- Approved and ongoing development applications for Lifting of Part Lot Control and Plan of Condominium address the ownership and maintenance of common elements within Zibi Ontario.
- The proposed development represents good planning.

PARKLAND DEDICATION

Parkland dedication was previously satisfied through a Master Site Plan application process.

URBAN DESIGN REVIEW PANEL

The Site Plan Control application was subject to the Urban Design Review Panel process. A formal review meeting was held on June 3, 2022. The panel's recommendations from the formal review meeting are attached as Document 2.

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

- Wrapping the podium around the tower to frame Head Street Square and to create a more appropriate street wall and sense of enclosure.
- Lightening of the tower materiality, and change to one singular material, so that the tower does not overwhelm the square.
- Simplification of the window positions on the tower elevations.

CONSULTATION DETAILS

Councillor's Comments

Councillor Ariel Troster 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 were public comments received online and staff considered these comments.

Summary of public comments and responses

1. Concerns were raised regarding how the proposed development will change the underground parking garage access for Kanaal Condo, located to the south across Miwatè Private, and how that may impact the condominium's waste collection.

Response:

The applicant team confirmed that waste storage will remain in the underground parking garage and that they will continue working with the condominium board to ensure they are satisfied with any changes made to how the underground waste storage and collection is managed.

Technical Agency/Public Body Comments

Safe Wings Ottawa:

1. We are concerned that despite Zibi's assertions that they are following Bird Safe Design Guidelines, we could not find any evidence that the Bird-friendly Design Guidelines were being implemented.

Response:

The City is satisfied that, as per the approved plans, the proposed development meets Guideline 2 of the City's Bird-Safe Design Guidelines, which states that at least 90% of the glass within the first 16 metres of height, and a minimum height of 4 metres from the surface of any green roof, rooftop, garden, or terrace must incorporate bird-friendly glass into the design.

Advisory Committee Comments

Accessibility Advisory Committee:

1. It is requested that the developer makes a clarification on allocation of accessible parking spaces: visitors and residents.
2. Although the developer in the proposed development argues that the proposal is consistent with the policies of the Provincial Policy Statement referring to the central location of the land subject to development, access to easy transportation,

healthy, live-able and safe communities, accessibility shall be also understood as offering residential units accessible to people with disabilities.

3. The housing crisis is a social crisis that should be considered by both public and private sectors to seek venues to address by looking into building following a universal design which is beneficial to all consumers and this approach shall be taken at the design stage. Ottawa's people with disabilities comprise over 20% of the population and members of this vulnerable group are consumers too.

Response:

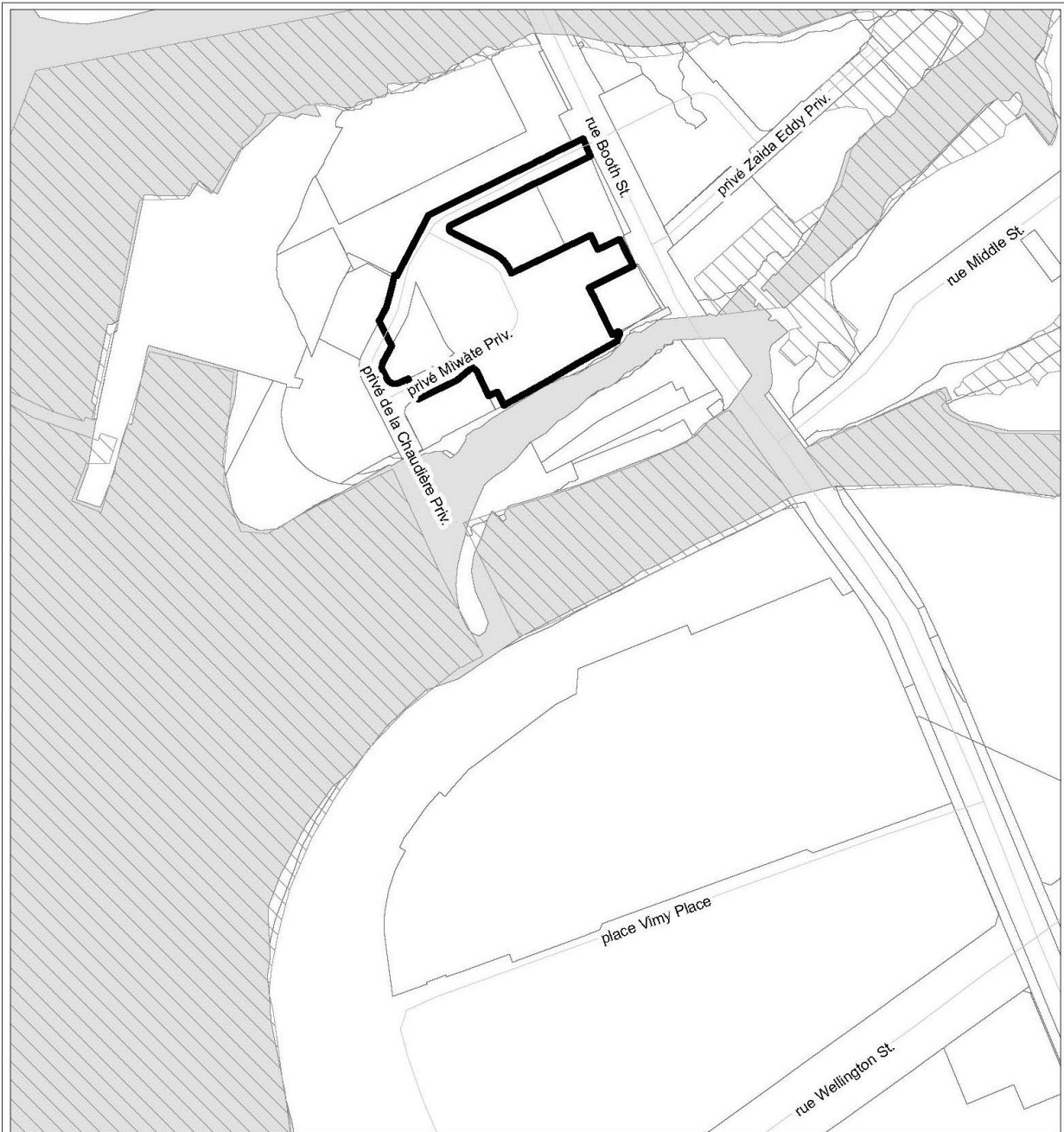
The proposed development is required to meet all accessibility requirements for accessible dwelling units and parking spaces as per the Ontario Building Code and provincial legislation.





APPLICATION PROCESS TIMELINE STATUS

This Site Plan application was not processed by the On Time Decision Date due to the complexity of the proposed development and the requirement for issue resolution.

Contact: Kersten Nitsche Tel: 613-580-2424, ext. 29233 or e-mail:
Kersten.Nitsche@ottawa.ca

Document 1 – Location Map



| | | | |
|---|-----------|--|--|
|  | | LOCATION MAP / PLAN DE LOCALISATION ZONING KEY PLAN / SCHÉMA DE ZONAGE SITE PLAN / PLAN D'EMPLACEMENT | |
| D02-02-22-0040 D07-12-22-0071 | 22-0451-D |  315 pr. Miwate Private pr. 505 Chaudiere Priv. | |
| I:\CO\2022\Zoning\Miwate_315_Chaudiere_505 | |  Existing Flood Plain (Section 58) / Plaine inondable (Article 58) | |
| <small>©Parcel data is owned by Teranet Enterprises Inc. and its suppliers All rights reserved. May not be produced without permission THIS IS NOT A PLAN OF SURVEY</small> | | Entire map area is affected by the Mature Neighbourhoods Overlay (section 139) / Tout le secteur de la carte est touché par la Zone sous-jacente de quartiers établis (article 139) | |
| ©Les données de parcelles appartient à Teranet Enterprises Inc. et à ses fournisseurs. Tous droits réservés. Ne peut être reproduit sans autorisation. CE CI N'EST PAS UN PLAN D'ARPENTAGE | |  | |
| REVISION / RÉVISION - 2022 / 05 / 13 | | | |

Document 2 – Urban Design Review Panel Recommendations

315 MÌWÀTE PRIVATE (ZIBI BLOCK 204) | Formal Review | Zoning By-law Amendment and Site Plan Control Application | Dream Theia Ontario Block 204A LP; c/o Justin Robitaille & Paul Cope; NEUF Architect(e)s

Summary

- The Panel thanked the proponent for the presentation; the changes made, including the rotation of the tower to a more orthogonal relationship with the other towers which is appreciated.
- The Panel recognizes the proponent's efforts to study the views from different vantage points as the Panel believes capitalizing on the sky views is essential.
- Regarding materiality, noble materials should be considered to ground the building within the context.
- The Panel struggles with the proposed density as a high-rise building was not anticipated on this site. The Panel expressed concerns with the height of the podium facing Head Street Square as well as the articulation of the 9-storey podium as it deviates from the context of the area.

Massing

- The Panel appreciates the changes made to the tower orientation that improves the views of the development from Parliament Hill. The Panel however believes that further changes are recommended in order to help the proposed development fit better within its context. The proposed building should have a higher podium facing Head Street Square to better frame its western edge and provide a sense of enclosure and visual termination to the square and to match the heights of the surrounding buildings. The Panel noted the importance of Head Street Square in the hierarchy of spaces and how the building and the neighbouring buildings should be seen to be designed to support the activities of this square.
- The Panel believes the corner balconies ease the relationship between the building and the long sky views, but the nine-storey podium appears out of scale. The proponent should consider reducing its scale by a couple of floors to better fit within the context.
- The proponent should consider reducing the building's dimensions in a north-south direction and extending the building in an east-west direction to create a slimmer building and allow for more sky view when viewed from the east.
- There is an opportunity to create a node at the end of the corridor to invite people into the retail, signalize the plaza to the east, and extend the corridor to form a podium and provide a visual backdrop.

Materiality

- The Panel is concerned with the quality and execution of the panels and how the tower meets the ground. The white element and the staggered balconies on the nine-storey element are effective, but the large black element facing the square does not have the same level of design; the proponent should consider a lighter element with finer detailing as the tower currently overwhelms the square.
- The Panel appreciates the changes in architectural expression resulting in the slendering and fragmenting of the tower, but the contrast between black and white

materials creates a complexity which the building may not need. The Panel recommends the proponent use a single material and a lighter coloration for the tower to knit better with the context and for the building to fade into the sky.

- The Panel notes that the use of brick is predominant in the area and questions whether the lack of brick in the building makes the tower appear generic and out of context. The proponent should explore using more noble materials for the building to fit within the context.
- The joggling of the windows on certain tower elevations should be simplified.
- The Panel cautions there should be a clear difference between the fibre cement and the stone for the podium to stand out.

Public Realm

- The Panel struggles to come to terms with the changes in height from the initial master plan as the Zibi master plan contemplated a lower building on this site.
- The double base and the lower canopy podium facing the square lack human scale; the Panel believes a mid-rise base is more appropriate to create a street wall and sense of enclosure for the square and meet the one-to-one base-to-street ratio.

Sustainability

- The Panel encourages the proponent to exceed the sustainability measures presented and consider sustainability more comprehensively. Measures such as green and blue roofs, passive house initiatives and considering the bird design guidelines were suggested.