



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

Site Location: 407 Smyth Road

File No.: D07-12-22-0176

Date of Application: December 20, 2022

This SITE PLAN CONTROL application submitted by Debbie Yates, Integrated Design Engineering & Architecture, on behalf of CHEO, is APPROVED as shown on the following plan(s):

1. **Partial Site Plan and Context Plan**, SD101, prepared by Integrated Design Engineering & Architecture, dated 2022-09-21, revision 5 dated 2023-04-20.
2. **Exterior Elevations Bldg B**, A401b, prepared by Integrated Design Engineering & Architecture, dated 2022-09-21, revision 4 dated 2022-12-16.
3. **Exterior Elevations Bldg B**, A402b, prepared by Integrated Design Engineering & Architecture, dated 2022-09-21, revision 4 dated 2022-12-16.
4. **Landscape Plan**, L 1.1, prepared by CSW, dated 21 OCT, 2022, revision 3 dated 19 APR, 2023.
5. **Landscape Plan**, L 2.1, prepared by CSW, dated 21 OCT, 2022, revision 3 dated 19 APR, 2023.
6. **Tree Conservation Report**, TCR 1.1, prepared by CSW, dated 20 NOV. 2020, revision 6 dated 17 MAY, 2023.
7. **Tree Conservation Report**, TCR 1.2, prepared by CSW, dated 20 NOV. 2020, revision 6 dated 17 MAY, 2023.
8. **Site Servicing Plan**, C-1, prepared by D.B. Gray Engineering Inc., dated OCT 30-20, revision 7 dated APR 20-23.
9. **Existing Conditions, Removals & Decommissioning**, C-2, prepared by D.B. Gray Engineering Inc., dated OCT 30-20, revision 7 dated APR 20-23.
10. **Grading Plan**, C-3, prepared by D.B. Gray Engineering Inc., dated OCT 20-22, revision 8 dated APR 20-23.
11. **Erosion & Sediment Control Plan**, C-4, prepared by D.B. Gray Engineering Inc., dated OCT 20-22, revision 7 dated APR 20-23.
12. **Details**, C-5, prepared by D.B. Gray Engineering Inc., dated NOV 23-22, revision 6 dated APR 20-23.
13. **Notes & Details**, C-6, prepared by D.B. Gray Engineering Inc., dated NOV 25-22, revision 5 dated APR 20-23.
14. **Pre-Development Drainage Plan**, C-7, prepared by D.B. Gray Engineering Inc., dated NOV 25-22, revision 4 dated MAR 17-23.

15. **Post-Development Drainage Plan**, C-8, prepared by D.B. Gray Engineering Inc., dated NOV 25-22, revision 5 dated APR 20-23.

And as detailed in the following report(s):

1. **Geotechnical Review of Servicing and Grading Plans**, prepared by GEMTEC Consulting Engineers and Scientists, dated April 5, 2023.
2. **Geotechnical Investigation, Proposed Addition, 407 Smyth Road, Ottawa, Ontario**, prepared by GEMTEC Consulting Engineers and Scientists, dated Nov 24, 2022.
3. **Phase One Environmental Site Assessment**, prepared by exp., dated 2023-04-06.
4. **Site Servicing Study & Stormwater Management Report**, prepared by D.B. Gray Engineering Inc., dated December 16, 2022, revised April 20, 2023.
5. **CCTV Sewer Inspection Review**, prepared by D.B. Gray Engineering Inc., dated April 20, 2023, revised May 11, 2023.
6. **Noise Impact Study**, prepared by State of the Art Acoustik Inc., dated 2022-12-16.

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

Requirements

1. The Owner shall submit a certificate of insurance in a form satisfactory to the City. The certificate of insurance must be issued in favor of the City of Ottawa in an amount not less than five million dollars per occurrence, must contain an endorsement naming the City as an additional insured and an unconditional thirty days notice of any material change or cancellation of the policy.

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

The Owner acknowledges and agrees that all terms and conditions of the Site Plan Agreements between the Children's Hospital of Eastern Ontario and the City of Ottawa are reconfirmed and are in full force and effect except as otherwise varied or amended in this Agreement. The Owner further acknowledges and agrees that the relevant portion of the Approved Plans referenced in Schedule "E" hereto shall supercede and replace and/or be in addition to, as the case may be, the relevant

sections of the corresponding Plans contained in the previous Site Plan Agreement(s).

3. **Barrier Curbs**

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

4. **Water Supply for Fire Fighting**

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

5. **Reinstatement of City Property**

The Owner shall reinstate, at its expense and to the satisfaction of the General Manager, Planning, Real Estate and Economic Development, any property of the City, including, but not limited to, sidewalks, curbs and boulevards, which is damaged as a result of the subject development.

6. **Construction Fencing**

The Owner acknowledges and agrees to install construction fencing, at its expense, in such a location as may be determined by the General Manager, Planning, Real Estate and Economic Development.

7. **Construct Sidewalks**

The Owner shall design and construct sidewalk(s) within public rights-of-way or on other City owned lands to provide a pedestrian connection from or to the site as may be determined by the General Manager, Planning, Real Estate and Economic Development. Such sidewalk(s) shall be constructed to City Standards.

8. **Extend Internal Walkway**

The Owner shall extend internal walkways beyond the limits of the subject lands to connect to existing or proposed public sidewalks, at the sole expense of the Owner, to the satisfaction of the General Manager, Planning, Real Estate and Economic Development.

9. **Completion of Works**

The Owner acknowledges and agrees that no new building will be occupied on the lands until all requirements with respect to completion of the Works as identified in this Agreement have been carried out and received Approval by the General Manager, Planning, Real Estate and Economic Development, including the installation of municipal numbering provided in a permanent location visible during both day and night and the installation of any street name sign on relevant

streets. Notwithstanding the non-completion of the foregoing Works, occupancy of a lot or structure may otherwise be permitted, if in the sole opinion of the General Manager, Planning, Real Estate and Economic Development, the aforesaid Works are proceeding satisfactorily toward completion. The Owner shall obtain the prior consent of the General Manager, Planning, Real Estate and Economic Development for such occupancy in writing.

Until all requirements with respect to completion of the Works as identified in this Agreement have been carried out and received Approval by the General Manager, Planning, Real Estate and Economic Development, the Owner shall give notice to the City of a proposed conveyance of title to any building at least thirty (30) days prior to any such conveyance. No conveyance of title to any building shall be effective unless the Owner has complied with this provision.

Nothing in this clause shall be construed as prohibiting or preventing the approval of a consent for severance and conveyance for the purposes of obtaining financing.

10. Development Charges

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

Special Conditions

11. 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.

12. Slope Stability

The Owner shall have a Professional Structural Engineer and a Soils Engineer, licensed in the Province of Ontario to inspect and confirm the constructed retaining walls have been constructed in accordance with the approved Slope Stability Analysis Report and the Approved Retaining Wall Plan.

13. 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 Addition 407 Smyth Road (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.

14. Retaining Wall

The Owner agrees to submit to the General Manager, Planning, Real Estate and Economic Development, prior to issuance of a building permit, details of the retaining walls which are greater than one metre in height, as shown on the approved Grading Plan referenced in Schedule "E" hereto, which shall be designed and prepared by a Professional Structural Engineer, licensed in the Province of Ontario, to the satisfaction of the General Manager, Planning, Real Estate and Economic Development.

The Owner further acknowledges and agrees to retain the services of a Professional Structural Engineer, licensed in the Province of Ontario, to inspect any retaining walls on the subject lands and confirm that the retaining walls have been constructed in accordance with the approved retaining wall details.

15. Stormwater Management Memorandum

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

16. 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.

17. Inlet Control Devices (ICDs)

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

18. 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.

19. Private Storm Sewer Connection to City Sewer System

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

- (a) a certificate of conformance and As-built Drawings have been received from a Professional Engineer, licensed in the Province of Ontario, certifying that all required inlet control devices have been properly installed to City Standards or Specifications, and that the storm sewer system has been installed in accordance with the approved engineering drawings for site development and City Sewer Design Guidelines. The inlet control devices shall be free of any debris; or
- (b) a flow limiting orifice plate, designed by a Professional Engineer licensed in the Province of Ontario and to the satisfaction of the City, has been installed at the storm water outlet prior to connecting any upstream storm sewers. Such orifice plate shall not be removed until subsection (a) above has been satisfied and approved by the General Manager, Planning, Real Estate and Economic Development.

20. Leak Survey

The Owner acknowledges and agrees that the Water Plant and sewer service within the lands is a private system, including Private Services and sewer services and appurtenances, and the Owner acknowledges and agrees that it is responsible for the operation, maintenance and/or replacement, in perpetuity, of the Private Services and sewer system, including the Private Watermains, private hydrants, private sanitary and storm sewer infrastructure (collectively the “private system”)

which are located on the lands and that the Owner will retain copies of all the associated Work and maintenance contracts, and make said contracts available for inspection upon demand by the City.

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

21. 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.

22. Waste Collection

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

23. Park Conveyance

- (a) The Owner covenants and agrees that the park conveyance requirement has been calculated at the rate set out below in accordance with the Parkland Dedication By-law, being By-law No. 2022-280, as amended:
 - (i) 5% of the gross land area (other purposes, including residential care facility as defined by the Zoning By-law, excluding residential)

Park Conveyance Table

Development Type	Rate	Units/Gross Land Area (ea / ha)	Parkland Dedication Requirement (ha)
residential			
residential-apt			
commercial			
other	5%	4,658 m2	
Total requirement:			
Proposed Parkland Dedication (Land):			
Under Dedication:			
Proposed Parkland Dedication (CILP):			232.9 m2

(b) Cash-In-Lieu of Parkland

The Owner acknowledges and agrees, prior to the issuance of a building permit, that the Owner shall pay cash-in-lieu of parkland at the rate set out in Condition 23 (a) above. The Owner further acknowledges and agrees that the value of the land, determined as of the day before the day of building permit issuance, to be dedicated through cash-in-lieu of parkland is to be determined by the City’s Realty Services Branch. The Owner shall also be responsible for payment of any appraisal costs incurred by the City.

Pursuant to the City’s Parkland Dedication By-law, being By-law No. 2022-280, as amended, 40% of said funds collected shall be directed to City wide funds, and 60% shall be directed to Ward 18 funds.

June 15, 2023

Date



Lily Xu
Manager, Development Review, South
Planning, Real Estate and Economic
Development Department

SITE PLAN CONTROL APPROVAL APPLICATION SUPPORTING INFORMATION

File Number: D07-12-22-0176

SITE LOCATION

407 Smyth Road, and as shown on Document 1.

SYNOPSIS OF APPLICATION

The Ronald McDonald House is located on the west side of the Hospital Link Road at the western edge of the CHEO property. Surrounding the Ronald McDonald House is a federal government campus to the west, Rotel to the south, a parking lot to the north and the Roger Neilson House to the east.

The proposed addition is a 3-storey building located to the north of the existing Ronald McDonald House. The original main entrance will be maintained, and the two buildings will be joined together by a short link. New amenity space will be provided at the rear of the addition and the parking and landscaping at the front will be reorganized.

Related Applications

N/A

DECISION AND RATIONALE

This application is approved for the following reasons:

- The subject site is designated Neighbourhood within the Outer Urban Transect in the Official Plan. Smyth Road is designated as a Corridor – Mainstreet although the Ronald McDonald House is located more than 220m from Smyth Road and is therefore outside of this designation. The Neighbourhood designation allows large-scale institutions and facilities.
- The subject site is located within the boundaries of the Alta Vista / Faircrest Heights / Riverview Park Secondary Plan. There are no specific policies application to the CHEO property.
- The subject site is zoned Major Institutional (I2 [370] F(1.5)) which permits the proposed use and addition.
- The proposed development represents good planning.

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.

CONSULTATION DETAILS

Councillor's Comments

Councillor Marty Carr was aware of the application related to this report.

Public Comments

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

Technical Agency/Public Body Comments

Summary of Comments – Technical

N/A

Advisory Committee Comments

Summary of Comments – Advisory Committees

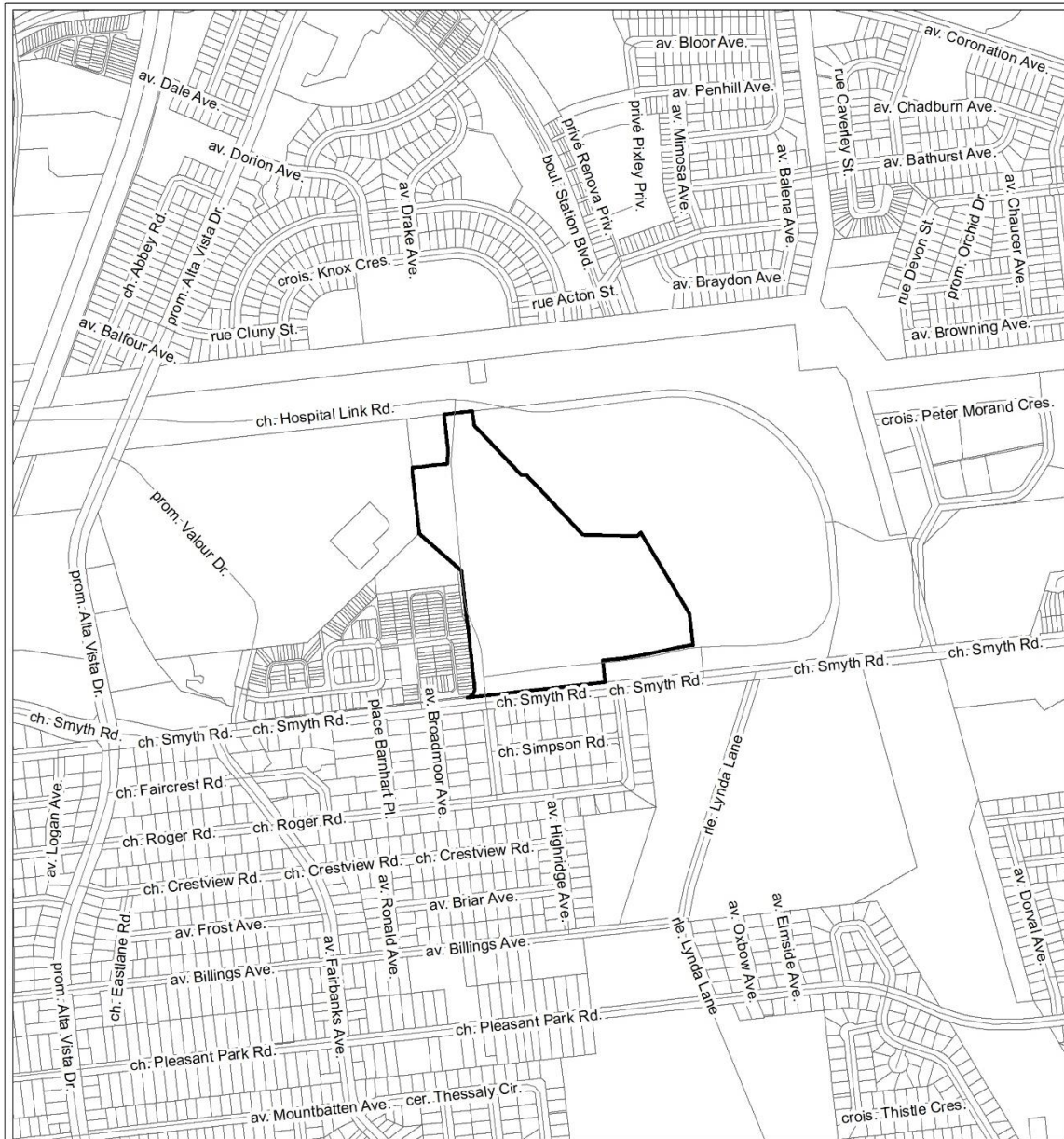
N/A


APPLICATION PROCESS TIMELINE STATUS

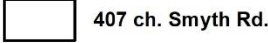
This Site Plan application was processed by the On Time Decision Date.


Contact: Mélanie Gervais; Tel: 613-282-0508 or e-mail: Melanie.Gervais@ottawa.ca

Document 1 – Location Map



		LOCATION MAP / PLAN DE LOCALISATION SITE PLAN / PLAN D'EMPLACEMENT	
D07-12-22-0176	22-1243-K		
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REVISION / RÉVISION - 2022 / 10 / 20			





NOT TO SCALE