



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

Site Location: 200 and 201 Friel Street

File No.: D07-12-23-0034

Date of Application: April 06, 2023

This SITE PLAN CONTROL application submitted by Nadia De Santi, WSP Canada Inc., on behalf of Ottawa Community Housing, is APPROVED as shown on the following plan(s):

1. **OCH Friel Street/Chapel - Site Plan** – Zoom In, A011, prepared by Diamond Schmitt and KWC, dated March 22, 2023, revision 6 dated December 11, 2023.
2. **OCH Friel Street/Chapel – North Exterior Building Elevation**, A301, prepared by Diamond Schmitt and KWC, dated March 22, 2023, revision 5 dated September 18, 2023.
3. **OCH Friel Street/Chapel – East and West Exterior Building Elevations**, A302, prepared by Diamond Schmitt and KWC, dated March 22, 2023, revision 5 dated September 18, 2023.
4. **OCH Friel Street/Chapel – South Exterior Building Elevations**, A303, prepared by Diamond Schmitt and KWC, dated March 22, 2023, revision 5 dated September 18, 2023.
5. **OCH 200/201 Friel Street – Landscape Plan**, L1-01, prepared by Lashley and Associates, dated March 22, 2023, revision F, dated December 11, 2023.
6. **OCH 200/201 Friel Street – Landscape Plan-POPS**, L1-02 prepared by Lashley and Associates, dated March 22, 2023, revision F, dated December 11, 2023.
7. **OCH 200/201 Friel Street – Planting Plan**, L1-03 prepared by Lashley and Associates, dated March 22, 2023, revision F, dated December 11, 2023.
8. **OCH 200/201 Friel Street – Detail**, L2-01, prepared by Lashley and Associates, dated March 22, 2023, revision F, dated December 11, 2023.
9. **OCH 200/201 Friel Street – Detail**, L2-02, prepared by Lashley and Associates, dated March 22, 2023, revision F, dated December 11, 2023.

10. **Site Servicing Plan**, Dwg C001, prepared by Morrison Hershfield, Rev. 5, dated December 11, 2023.
11. **Grading Plan**, Dwg C002, prepared by Morrison Hershfield, Rev. 5, dated December 11, 2023
12. **Erosion & Sediment Control Plan**, Dwg C003, prepared by Morrison Hershfield, Rev. 5, dated December 11, 2023
13. **Details Plan**, Dwg C101 – C104, prepared by Morrison Hershfield, Rev. 3, dated July 13, 2023
14. **Removals Plan**, Dwg C700, prepared by Morrison Hershfield, Rev. 5, dated December 11, 2023
15. **Roof Drain Layout and Ponding Plan**, Dwg C701, prepared by Morrison Hershfield, Rev. 3, dated July 13, 2023
16. **Existing Drainage Area Plan**, Dwg C800, prepared by Morrison Hershfield, Rev. 3, dated July 13, 2023
17. **Proposed Drainage Area Plan**, Dwg C801, prepared by Morrison Hershfield, Rev. 3, dated July 13, 2023

And as detailed in the following report(s):

1. **Geotechnical Investigation Report**, Revision 2, **Eng. Memo PG4129-MEMO.02**, both dated June 20, 2023, and **Eng. Memo PG4129-MEMO.03**, dated September 18, 2023, all prepared by Paterson Group Inc.
2. **Phase I Environmental Site Assessment**, prepared by Paterson Group Inc., dated June 29, 2017 and **Engineering Letter PE4033-LET.01R**, dated July 17, 2023.
3. **Traffic Noise Feasibility Study**, prepared by Gradient Wind Engineering Inc, dated March 22, 2023.
4. **Pedestrian Level Wind Study**, prepared by Gradient Wind Engineering Inc., dated March 22, 2023.
5. **Site Lighting Certificate**, prepared by Smith + Andersen, dated March 21, 2023.
6. **Site Servicing & Stormwater Management Design Brief**, prepared by Morrison Hershfield Rev. 2, dated July 13, 2023.
7. **Mechanical Engineering Memo**, prepared by Smith + Andersen, dated September 15, 2023.

8. **Parking Garage Entrance Drainage Memo**, prepared by Morrison Hershfield, dated September 18, 2023.

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 Two Years

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 two (2) years of Site Plan approval, the approval shall lapse.

2. 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.

3. 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.

4. 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.

5. 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.

6. **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.

7. **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.

8. **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.

9. **Development Charges**

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

Special Conditions

10. **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.

11. **Roadway Modifications – Delayed Implementation**

- a) The Owner acknowledges that the road modification approval (RMA) completed by Transportation Planning as file RMA-2023-TPC-039 includes modifications to the northern end of Chapel Street where it abuts the subject development, in an effort to make the street more comfortable for people cycling and walking.
- b) The Owner acknowledges and agrees that should the construction work for the City initiated RMA for the entire project (mainly work on Beausoleil Drive) commences prior to the work associated with the subject development, the Owner shall implement the works specific to within the Chapel Street Right-of-Way and be compensated for the associated construction by the City of Ottawa.
- c) The Owner acknowledges and agrees that should the construction of the subject development precede the construction work for the RMA, the City will undertake the works of the RMA within the Chapel Street Right-of-Way adjacent to the subject development along with the greater RMA project.

12. **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 ___ 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.

13. **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 Lessee for himself, his heirs, executors, administrators, successors and assigns acknowledges being advised that the unit being rented may not be provided with any on-site parking. Should the 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 Lessee covenants with the Lessor that the above clause, verbatim, shall be included in all subsequent lease agreements for the lands described herein, which covenant shall run with the said lands.”

14. **Transportation Demand Management Elements**

The owner acknowledges and agrees to implement the following:

- a. Display local area maps in the lobby, with walking / cycling access routes, key destinations nearby, relevant transit schedules and routes maps. If a TV screen is not provided in the lobby, this information will be provided on community boards
- b. Separate the parking fee from the cost of housing
- c. Provide multimodal travel information as part of the new tenant package

15. **Notice on Title – Noise Control Attenuation Measures**

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

Type D – Central Air Conditioning

“The Purchaser/Lessee for himself, his heirs, executors, administrators, successors and assigns acknowledges being advised that this dwelling unit has been supplied with a central air conditioning system or equivalent 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 STC requirements for the windows are summarized below for various units within the development (see Figure 3 of the Roadway Traffic Noise Assessment, referenced in Schedule E):

- Bedroom Windows

- (i) Bedroom windows facing north will require a minimum STC of 31.
- (ii) All other bedroom windows are to satisfy Ontario Building Code (2020) requirements.

- Living Room Windows (i) Living room windows facing north will require a minimum STC of 26.
- (ii) All other living room windows are to satisfy Ontario Building Code (2020) requirements.

- Exterior Walls

- (i) Exterior wall components on the north façade will require a minimum STC of 45, which will be achieved with brick cladding or an acoustical equivalent according to NRC test data

The STC requirements apply to windows, doors, spandrel panels and curtainwall elements. Exterior wall components on these façades are recommended to have a minimum STC of 45, where a punch window and wall system may be used.

"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."

16. **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 **Traffic Noise Feasibility Study**, prepared by Gradient Wind Engineering Inc., dated March 22, 2023, 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.

17. **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"), Revision 2, **Eng. Memo PG4129-MEMO.02**, both dated June 20, 2023, and **Eng. Memo PG4129-MEMO.03**, dated September 18, 2023, all prepared by Paterson Group Inc. (Supplemental Information), 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.

18. **Geotechnical - Encroachments**

The geotechnical report has recommended a method of shoring (including tieback anchors) that may encroach onto the City right-of-way. Please note that the applicant is required to obtain 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.

19. **Pre and Post Construction Surveys**

a) The Owner acknowledges and agrees that all shoring, sheet piling, bracing, rock anchors and any other excavation activities (including rock excavation, other than blasting), as it relates to ground borne vibration and noise, will conform to the requirements of O.Reg.213/91- Construction Projects, Part III – Excavations, O.H.S.A., M.O.L. - Excavation Hazards, O.B.C., City of Ottawa Environmental Noise Control Guidelines and Ottawa Noise By-law No.2017-255, all as amended. Prior to any of the aforementioned activities, pre and post construction surveys shall be prepared, at the Owner's expense, for all buildings, utilities, structure, infrastructure, water plant and facilities, within a 75m of site location, likely to be affected by these activities, in particular, those adjacent to the site location. 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 and documentation of existing baseline structural conditions.

- b) The pre and post construction survey shall include, as a minimum, the following information:
 - i) identification and description of existing differential settlements, including visible cracks in walls, floors, and ceiling, including a diagram, if applicable, room-by-room. All other apparent structural and cosmetic damage or defect must be noted. Defects shall be described, including dimensions, wherever possible; and
 - ii) photographs or video as necessary for recording areas of significant concern.
- c) The Owner acknowledges and agrees to arrange visits by the structural engineer referred to in paragraph (a) herein every ten (10) working days during excavation and construction, to monitor any change from the baseline established in the above-mentioned pre-construction survey.
- d) The Owner shall provide five full days written notice to the owners and residents captured in the study area, prior to commencing any construction and, if requested, the Owner shall cause its representatives to meet with said owners and residents within the five-day period.

20. **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 21 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 parking agreements.

21. **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 parking agreements for the lands described herein, which covenant shall run with the said lands.”

22. **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.

23. **Protection of City Sewers**

- (a) Prior to the issuance of a building permit, the Owner shall, at its expense:
 - (i) provide the General Manager, Planning, Real Estate and Economic Development with the engineering report from a Professional Engineer, licensed in the Province of Ontario, which report shall outline the impact of the proposed building's footing and foundation walls, on the City sewer system, fronting the Owners property located on Beausoleil Drive and Chapel Street (the “City Sewer System”) and the impact of the existing City Sewer System on the building's footing and foundation walls;
 - (ii) obtain a legal survey acceptable to the General Manager, Planning, Real Estate and Economic Development and the City’s Surveyor, showing the existing City Sewer System fronting the Owners property located on Beausoleil Drive and Chapel Street and the location of the proposed building and its footings in relation to the City Sewer System;
 - (iii) obtain a video inspection of the City Sewer System fronting the Owners property located on Beausoleil Drive and Chapel Street prior to any construction to determine the condition of the existing City Sewer System prior to construction on the lands and to provide said video inspection to the General Manager, Planning, Real Estate and Economic Development.
- (b) Upon completion of construction on the lands, the Owner shall, at its expense and to the satisfaction of the General Manager, Planning, Real Estate and Economic Development:
 - (i) obtain a video inspection of the existing City Sewer System fronting the Owners property located on Beausoleil Drive and Chapel Street

to determine if the City Sewer System sustained any damages as a result of construction on the lands; and

- (ii) assume all liability for any damages caused to the City Sewer System fronting the Owners property located on Beausoleil Drive and Chapel Street and compensate the City for the full amount of any required repairs to the City Sewer System.

24. **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.

25. **Inlet Control Devices (ICDs)**

The Owner acknowledges and agrees to install and maintain in good working order the required roof-top and in-ground stormwater inlet control devices, as recommended in the approved **Site Servicing Plan**, Dwg C001, prepared by Morrison Hershfield, Rev. 5, dated December 11, 2023 and **Site Servicing & Stormwater Management Design Brief**, Rev. 2, dated July 13, 2023 prepared by Morrison Hershfield, referenced in Schedule "E" herein.

The Owner further acknowledges and agrees it shall assume all maintenance and replacement responsibilities in perpetuity. The Owner shall keep all records of inspection and maintenance in perpetuity and shall provide said records to the City upon its request.

26. **Professional Engineering Inspection**

The Owner shall have competent Professional Engineering inspection personnel on-site during the period of construction, to supervise the Works, and the General Manager, Planning, 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, 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 **Site Servicing & Stormwater Management Design Brief** and **Site Servicing Plan**, Dwg C001, revision 5, dated December 11, 2023, both prepared by Morrison Hershfield Ltd., 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 **Site Servicing & Stormwater Management Design Brief** and **Site Servicing Plan**, Dwg C001, revision 5, dated December 11, 2023 , both prepared by Morrison Hershfield Ltd., referenced in Schedule “E” herein.

28. **Site Dewatering**

The Owner acknowledges and agrees that while the site is under construction, any water discharged to the sanitary sewer due to dewatering shall meet the requirements of the City’s Sewer Use By-law No. 2003-514, as amended.

29. **Water Demand for Fire Fighting**

The Owner acknowledges and agrees that the City’s boundary conditions were provided for the subject development site setting out the available municipal water supply. The Owner further acknowledges and agrees that prior to building permit issuance, a letter shall be prepared by a qualified Building Code professional, licensed in the Province of Ontario, and provided to the General Manager, Planning, Real Estate and Economic Development confirming the plans submitted for building permit issuance have incorporated any and all requirements of the Fire Underwriters Survey, 2020, or as amended, to achieve the low construction coefficient used within the proposed building design.

30. **High Pressure Transmission Main**

The Owner acknowledges and agrees (due to the possibility of ground borne vibration from excavation and/or shoring methods that may be undertaken at this site) that prior to any Works being commenced on site and in order to ensure the integrity of the high-pressure transmission main located along the west boundary of the site that carries a significant portion of the entire water supply for the City of Ottawa, the Owner acknowledges and agrees:

- (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, Infrastructure and Economic Development for review and approval prior to the inclusion of the Plan in the contract documents.

- (b) that should monitoring 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, Infrastructure and Economic Development.
- (c) that in the event that 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, Infrastructure 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 plants. Where the stop work order is for a period of 24 hours or less, the City is not responsible for any delay claim billed by the Owner. No inference of liability is to be taken from these conditions for any period longer than 24 hours.
- (f) to prepare a contingency plan for the construction work related to the sewer relocation. The contingency plan will document who will be monitoring on-site instrumentation during the sewer relocation work.
- (g) 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.

31. **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 those elements which are to be located in the City's Beausoleil Drive and Chapel Street rights-of-way, as shown on the approved Landscape Plan referenced in Schedule "E" herein, including all plant and landscaping material (except municipal trees), pavers, and benches. 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.

32. **Waste Collection**

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.

33. **Pedestrian Easement for POPS and walkway**

Prior to the registration of this Agreement, the Owner shall grant to the City, at no cost to the City, an unencumbered 2 metre easement for pedestrian access on the walkway between Beausoleil Drive and Friel Street, as well as the Privately Owned, Publicly Accessible Space (POPS) adjacent to Beausoleil Drive as shown on the approved Proposed POPS and Sidewalk Easement Plan referenced in Schedule "E" hereto, to the satisfaction of the City. 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 Solicitor prior to registration of the easement. All costs shall be borne by the Owner.

December 21, 2023

Date



Andrew McCreight
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: D07-12-23-0034

SITE LOCATION

200 and 201 Friel Street, and as shown on Document 1.

SYNOPSIS OF APPLICATION

- The site is located north of Rideau Street, at the most northern end of Friel Street, in Lowertown. The site borders Beausoleil Drive to the north, Chapel Street to the east, and a number of existing high-rise developments further south and west.
- The site is 0.72 hectares or 1.79 acres in size and contains two existing 11 and 13-storey apartment buildings with a total of 155 dwelling units. The site also contains a surface and underground parking lot, which will be demolished to accommodate the proposed development.
- The proposed development is a 20-storey, residential apartment building containing 127 one-bedroom units, 22 one-bedroom accessible units, and 10 two-bedroom accessible units are proposed for a total of 159 dwelling units. The proposed development will include affordable options for rental units, amenity and common spaces for residents and OCH office space on the ground level, indoor and outdoor amenity spaces on the seventh floor, and underground parking. Eight parking spaces, including four visitor spaces, and 64 bicycle parking spaces would be provided underground with access from Friel Street. 16 exterior bicycle parking spaces will also be provided.
- The building includes a six-storey podium with a tower above. The tower finishes include prefinished metal panels in three different finishes, with colour highlights at window surrounds, which introduce a fine level of texture and granularity to the façade. The site will be animated by the addition of a Privately-Owned Publicly Accessible Space (POPS), and active frontage along both Beausoleil Drive and Chapel Street.
- Infrastructure capacity exists and connections will be made to Beausoleil Drive and Chapel Street.

Residential Units and Types

| Dwelling Type | Number of Units |
|----------------------|------------------------|
| Apartment | 159 |

Related Applications

The following applications are related to this proposed development:

- Zoning By-law Amendment - D02-02-23-0022

DECISION AND RATIONALE

This application is approved for the following reasons:

- The subject property is located within the Uptown Rideau district of the Central and Downtown East Secondary Plan. The proposed development is consistent with the applicable policies of the Secondary Plan.
- The Uptown Rideau Street Community Design Plan (CDP) designates the site as within Area C, which is characterized by deep lots and large properties with greatest potential for intensification. The CDP speaks to locating high-rise buildings strategically, prioritizing pedestrian, cyclist, and transit users, active building frontages, podium design, separation distances between towers and design criteria for privately owned publicly accessible spaces (POPS), all are which are satisfied through the proposed development.
- Applicable Urban Design Guidelines for High-Rise Housing similarly include defining the lower portion of the building through a podium design, ensuring the ground floor is active and a well-designed pedestrian experience, designing corner sites with inviting open spaces and pedestrian amenities, incorporating sufficient separation between towers while minimizing shadowing on adjacent sites, using compact floor plates, incorporating trees, sidewalks and outdoor amenities in the streetscape, and locating parking and service areas within the building and underground.
- The proposal is in conformity with Zoning. By-law 2023-340 was approved by Council on July 12, 2023 with all opportunities for appeals exhausted.
- The proposed site design represents good planning.

PARKLAND DEDICATION

Parkland dedication, in accordance with By-law 2022-280, is not applicable to this development.

URBAN DESIGN REVIEW PANEL

The Site Plan Control application was subject to the Urban Design Review Panel process. A formal review meeting was held on May 5, 2023.

The panel recommendations are available online at [Panel recommendations | City of Ottawa](#).

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

- Attention to public realm, texture, colour, and articulation of the building.

ROAD MODIFICATIONS

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

CONSULTATION DETAILS

Councillor's Comments

Councillor Stéphanie Plante 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.

Technical Agency/Public Body Comments

Summary of Comments –Technical

N/A

Advisory Committee Comments

Accessibility Advisory Committee

It is rewarding to see for the first time in over 4 years of providing feedback on construction projects to see one that includes accessible units, the accessible parking spaces are well described, and the narrative of the Planning Rationales also refers to the Accessibility Design Standards which indicates that those standards will follow in designing the accessible residential units.

Response to Comments – Advisory Committees

The proposed development will help people with disabilities through the provision of 32 accessible residential units, accessible parking spaces and early reference and consideration of the Accessibility Design Standards in designing accessible residential units. Improvements to the public right-of-way adjacent to the proposed development that would help people with disabilities, including sidewalk expansion and drop off area for Para Transpo, are included. Any Ontario Building Code requirements for accessibility will be imposed at the building permit stage.

APPLICATION PROCESS TIMELINE STATUS

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

Contact: Erin O'Connell Tel: 613-580-2424, ext. 27967 or e-mail:
Erin.O'Connell@ottawa.ca

Document 1 – Location Map



| | | | |
|--|-----------|--|--|
|  | | LOCATION MAP / PLAN DE LOCALISATION ZONING KEY PLAN / SCHÉMA DE ZONAGE SITE PLAN / PLAN DE EMPLACEMENT | |
| D02-02-23-0022 D07-12-23-0034 | 23-0294-X |  200, 201 rue Friel Street | |
| I:\CO\2023\Zoning\Friel_200_201 | |  Heritage (Section 60) Patrimoine (Article 60) | |
| <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) | |
| <small>©Les données de parcelles appartiennent à Terranet Enterprises Inc. et à ses fournisseurs. Tous droits réservés. Ne peut être reproduit sans autorisation. CECI N'EST PAS UN PLAN D'ARPENTAGE</small> | |  NOT TO SCALE | |
| REVISION / RÉVISION - 2023 / 03 / 30 | | | |