



**SITE PLAN CONTROL APPLICATION
DELEGATED AUTHORITY REPORT
PLANNING, DEVELOPMENT AND BUILDING SERVICES DEPARTMENT**

Site Location: 320 Lees Avenue

File No.: D07-12-21-0202

Date of Application: November 18, 2021

This SITE PLAN CONTROL application submitted by 2 Robinson Property Limited Partnership (Keiran Waugh), is APPROVED as shown on the following plan(s):

1. **Site Plan**, Dwg A000, prepared by GiegerHuot Architects, dated 19.APR.2024.
2. **BUILDING B+C - NORTH AND EAST ELEVATION**, Dwg A24, prepared by GiegerHuot Architects, dated 24.JAN.2023.
3. **BUILDING B+C - SOUTH AND WEST ELEVATION** Dwg A23, prepared by GiegerHuot Architects, dated 24.JAN.2023.
4. **BUILDING A – NORTH AND EAST ELEVATION** Dwg A22, prepared by GiegerHuot Architects, dated 24.JAN.2023.
5. **BUILDING A – SOUTH AND WEST ELEVATION** Dwg A21, prepared by GiegerHuot Architects, dated 24.JAN.2023.
6. **BUILDING D – NORTH AND EAST ELEVATION** Dwg A26, prepared by GiegerHuot Architects, dated 24.JAN.2023.
7. **BUILDING D – SOUTH AND WEST ELEVATION** Dwg A25, prepared by GiegerHuot Architects, dated 24.JAN.2023.
8. **BUILDING ELEVATIONS** Dwg A20, prepared by GiegerHuot Architects, dated 24.JAN.2023.
9. **Grading Plan**, Dwg 119171-GR, revision 7, prepared by Novatech Engineering Consultants Ltd., dated JAN 19/24.
10. **General Plan of Services**, Dwg 119171-GP, revision 8, prepared by Novatech Engineering Consultants Ltd., dated JAN 19/24.
11. **Plan and Profile (WM Ext. Chapel)**, Dwg 119171-PR1, revision 6, prepared by Novatech Engineering Consultants Ltd., dated JAN 19/24.
12. **Civil Plan and Profile (STM Ext.)**, Dwg 119171-PR2, revision 6, prepared by Novatech Engineering Consultants Ltd., dated JAN 19/24.
13. **Civil Notes, Details & Tables**, Dwg 119171-NDT, revision 6, prepared by Novatech Engineering Consultants Ltd., dated JAN 19/24.
14. **Stormwater Management Plan**, Dwg 119171-SWM, revision 6, prepared by Novatech Engineering Consultants Ltd., dated JAN 19/24.
15. **Erosion and Sediment Control Plan**, Dwg 119171-ESC, revision 3, prepared by Novatech Engineering Consultants Ltd., dated Oct 07/22.

16. **Landscape, Planting and Construction Details Plans**, Dwgs L1, prepared by Fotenn Planning and Design, revision 10, dated 24/01/26.
17. **Planting Plan**, Dwgs L2, prepared by Fotenn Planning and Design, revision 10, dated 24/01/26.
18. **Construction Detail**, Dwgs L3, prepared by Fotenn Planning and Design, **revision 10, dated 24/01/26.**
19. **Construction Detail**, Dwgs L4, prepared by Fotenn Planning and Design, revision 10, dated 24/01/26.
20. **Construction Detail**, Dwgs L5, prepared by Fotenn Planning and Design, revision 10, dated 24/01/26.
21. **Tree Conservation Plan**, Dwg TC-1, prepared by Fotenn Planning and Design, revision 11 dated 2024/02/23.
22. **Tree Conservation Plan**, Dwg TC-2, prepared by Fotenn Planning and Design, revision 11 dated 2024/02/23.

And as detailed in the following report(s):

1. **Geotechnical Investigation Report**, Rev. 4, dated January 5, 2023, **Response Memo PG4811-MEMO.01** dated May 31, 2021, **MEMO.02**, dated March 23, 2022 and **Response Memo PG4811-MEMO.03 RW Global Stability**, dated July 2022, all prepared by Paterson Group Inc.
2. **Phase I Environmental Site Assessment**, dated September 4, 2020 and Response Letter PG4811-LET.04, dated January 5, 2023, both prepared by Paterson Group Inc.
3. **Phase II Environmental Site Assessment**, dated March 19, 2019 and Response Letter PG4811-LET.04, dated January 5, 2023, both prepared by Paterson Group Inc. prepared by Paterson Group Inc.
4. **Traffic Noise Feasibility Study**, prepared by Gradient Wind Engineering Inc., dated October 28, 2021.
5. **Pedestrian Level Wind Study**, prepared by Gradient Wind Engineering Inc., dated November 8, 2021 and 3rd Review Response Comments Matrix.
6. **Site Lighting Certificate**, prepared by Smith + Andersen, dated October 5, 2022.
7. **Development Servicing Study & Stormwater Management Report**, prepared by Novatech Engineering Consultants Ltd., dated October 7, 2022
8. **Transportation Impact Assessment**, 2 Robinson Avenue/ 320 Lees Avenue, prepared by Novatech Engineering Consultants Ltd., file no. 119171, dated November 16, 2021, revised November 1, 2023.
9. **Road Modification Approval**, RMA-2023-TPD-041, prepared by the City of Ottawa, dated May 23, 2024.

And subject to the following Requirements, 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. **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, Development and Building Services Department.

3. **Water Supply for Fire Fighting**

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

4. **Reinstatement of City Property**

The Owner shall reinstate, at its expense and to the satisfaction of the General Manager, Planning, Development and Building Services Department, 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, Development and Building Services Department.

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, Development and Building Services Department. Such sidewalk(s) shall be constructed to City Standards.

7. **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, Development and Building Services Department, 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, Development and Building Services Department, the aforesaid Works are proceeding satisfactorily toward completion. The Owner shall obtain the prior consent of the General Manager, Planning, Development and Building Services Department 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, Development and Building Services Department, 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.

8. **Development Charges**

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

Special Conditions

9. **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, Development and Building Services Department, 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, Development and Building Services Department, 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, Development and Building Services Department, may order all Work in the project to be stopped, altered, retested or changed to the satisfaction of the General Manager, Planning, Development and Building Services Department.

10. **Asphalt Overlay**

Due to watermain and sewermain extensions required to service this development, the Owner shall install an asphalt overlay over the total area of the public driving surface of Chapel Crescent and where they occur, near the subject lands, as shown on the approved, referenced in Schedule "E" hereto. The overlay shall be carried out to the satisfaction of the General Manager, Planning, Development and Building Services Department. The Owner acknowledges and agrees that all costs are to be borne by the Owner.

11. **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 A – Increasing Roadway Traffic

“The Purchaser/Lessee for himself, his heirs, executors, administrators, successors and assigns acknowledges being advised that noise levels due to increasing roadway may be of concern, occasionally interfering with some activities of the dwelling occupants as the outdoor sound level exceeds the City of Ottawa’s and the Ministry of the Environment, Conservation and Parks’ noise criteria.”

Type D – Central Air Conditioning

“The Purchaser/Lessee for himself, his heirs, executors, administrators, successors and assigns acknowledges being advised that each dwelling unit has been supplied with a central air conditioning system which will allow windows and exterior doors to remain closed, thereby ensuring that the indoor sound levels are within the City of Ottawa’s and the Ministry of the Environment, Conservation and Parks’ noise criteria.”

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

- STC rated multi-pane glazing elements and spandrel panels
- STC rated exterior walls
- An acoustic barrier

Ending Paragraph

“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.”

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 section of the **Geotechnical Investigation Report**, Rev. 4, dated January 5, 2023, **Response Memo PG4811-MEMO.01** dated May 31, 2021, **MEMO.02**, dated March 23, 2022 and **Response Memo PG4811-MEMO.03 RW Global Stability**, dated July 2022, all prepared by Paterson Group Inc. and **Landscape, Planting and Construction Details Plans**, Dwgs L1 – L5, prepared by Fotenn Planning and Design, revision 7, dated January 6, 2023.

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 Report**, Rev. 4, dated

January 5, 2023, **Response Memo PG4811-MEMO.01** dated May 31, 2021, **MEMO.02**, dated March 23, 2022 and **Response Memo PG4811-MEMO.03 RW Global Stability**, dated July 2022, all prepared by Paterson Group Inc. (the "Report"), referenced in Schedule "E" herein, are fully implemented. The Owner further acknowledges and agrees that it shall provide the General Manager, Planning, Development and Building Services Department 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, Development and Building Services Department.

14. **Record of Site Condition**

Prior to the issuance of any building permit, the Owner shall submit to the General Manager, Planning, Development and Building Services Department, 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.

15. **Retaining Wall**

The Owner agrees to submit to the General Manager, Planning, Development and Building Services Department, 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 **Geotechnical Investigation Report**, Rev. 4, dated January 5, 2023, **Response Memo PG4811-MEMO.01** dated May 31, 2021, **MEMO.02**, dated March 23, 2022 and **Response Memo PG4811-MEMO.03 RW Global Stability**, dated July 2022, all prepared by Paterson Group Inc. and **Landscape, Planting and Construction Details Plans**, Dwgs L1 – L5, prepared by Fotenn Planning and Design, revision 7, dated January 6, 2023, all 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, Development and Building Services Department. The Owner shall provide confirmation to the General Manager, Planning, Development and Building Services Department that the Professional Structural Engineer has inspected and confirmed that the retaining walls have been constructed in accordance with the approved retaining wall details.

16. **Retaining Wall - Stability**

The Owner acknowledges and agrees to install the proposed retaining walls in accordance with the approved Retaining Wall Design for 320 Lees Avenue and as shown on the approved **Geotechnical Investigation Report**, Rev. 4, dated January 5, 2023, **Response Memo PG4811-MEMO.01** dated May 31, 2021,

MEMO.02, dated March 23, 2022 and **Response Memo PG4811-MEMO.03 RW Global Stability**, dated July 2022, all prepared by Paterson Group Inc. and **Landscape, Planting and Construction Details Plans**, Dwgs L1 – L5, prepared by Fotenn Planning and Design, revision 7, dated January 6, 2023, all referenced in Schedule “E” hereto. The Owner shall provide written confirmation, satisfactory to the General Manager, Planning, Development and Building Services Department, that a Geotechnical Engineer/Professional Structural Engineer, licensed in the Province of Ontario, has inspected and confirmed that the retaining walls have been constructed in accordance with the said approved Retaining Wall Design for 320 Lees Avenue. The Owner further acknowledges and agrees to provide an Internal Compound Stability (ICS) analysis from a Geotechnical Engineer / Professional Structural Engineer, licensed in the Province of Ontario, that all retaining walls, which are greater than one metre in height have been checked for global stability, have a factor of safety of at least 1.5 for static conditions (as calculated through SLIDE) and 1.1 for seismic conditions is achieved, which shall be to the satisfaction of the General Manager, Planning, Development and Building Services Department. The report shall provide structural details of the retaining wall(s).

The Owner further acknowledges and agrees to retain the services of a Professional Structural Engineer and a Soils 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.

17. **Protection of City Sewers**

- (a) Prior to the issuance of a building permit, the Owner shall, at its expense:
 - (i) obtain a video inspection of the City Sewer System within Lees & Robinson Avenue as well as Chapel Crescent, fronting the site, prior to any construction to determine the condition of the existing City Sewer System prior to construction on the lands, including all sewer and watermain extension work to service the subject lands, and to provide said video inspection to the General Manager, Planning, Development and Building Services Department.
- (b) Upon completion of construction on the lands, the Owner shall, at its expense and to the satisfaction of the General Manager, Planning, Development and Building Services Department:
 - (i) obtain a video inspection of the existing City Sewer System within Lees & Robinson Avenue as well as Chapel Crescent, fronting the site, to determine if the City Sewer System sustained any damages as a result of construction on the lands, including all sewer and watermain extension work to service the subject lands; and
 - (ii) assume all liability for any damages caused to the City Sewer System due to the Works, within Lees & Robinson Avenue as well as Chapel Crescent, fronting the site and including all sewer and watermain

extension work to service the subject lands, and compensate the City for the full amount of any required repairs to the City Sewer System.

18. **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, Development and Building Services Department 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.

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

The Owner acknowledges and agrees to install and maintain in good working order the required in-ground stormwater inlet control devices, as recommended in the approved, **Development Servicing Study & Stormwater Management Report**, prepared by Novatech Engineering Consultants Ltd., dated November 15, 2021 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.

20. **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 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, Development and Building Services Department 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.

21. **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.

22. **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, Development and Building Services Department.

23. **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.

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

The Owner acknowledges and agrees that any and 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, etc., 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 for buildings/dwellings/structures within 75 m from the site.

25. **Pre and Post Construction Surveys**

- a) The Owner acknowledges and agrees, where no blasting activities are planned, that any and all construction activities resulting in ground borne source vibration, such as hoe ramming, pile driving, dynamic compaction, etc., will require the Owner to undertake a pre and post inspection of the properties and their respective buildings/structures within a 75m radius of the site.
- b) The Owner acknowledges and agrees that the standard inspection procedure shall include the provision of an explanatory letter to the owners and or occupants of the properties within the 75m radius from the site, with a formal request for permission to carry out the inspections. The Owner acknowledges and agrees that the inspections shall be carried out by a structural engineer, licensed in the Province of Ontario, and such inspections shall be to the satisfaction of the General Manager, Planning, Development and Building Services Department for the purpose of documenting existing baseline structural conditions.
- c) 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 to the properties within the 75 m radius of the site, 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 acknowledges and agrees to provide five full days written notice to the owners and residents of the properties located within the 75 m radius of the site, prior to commencing any construction and, if requested, the Owner shall cause its representatives to meet with the aforementioned property owners of

the subject properties, or their representatives, that are within 75 m of the site, within the five-day period.

- e) The Owner acknowledges and agrees to provide written notice of the work and possible noise/vibration to the property owners between the 75 m and 150 m radius limits of the site.

26. **Use of Rock Anchors / Tiebacks / Permanent Shoring**

- (a) The Owner acknowledges and agrees that the use of rock anchors / tiebacks / permanent shoring in proximity to, or within, the City's right-of-way (ROW) corridor is discouraged. However, should rock anchors / tiebacks be deemed necessary to accommodate the construction of the proposed development, the City may consider their use within the ROW subject to the review and approval of installation plans as well as requirement for Municipal Consent.
- (b) If approved, the Owner further acknowledges and agrees to enter into a separate agreement with the City, pertaining to the construction details for the proposed rock anchors / tieback installation, prior to commencement of such installation. The Owner shall be responsible for all costs associated with the preparation and processing of such agreement and the associated review of the installation plans.
- (c) The Owner acknowledges and agrees it shall be responsible for any additional costs incurred during construction due to the installation of rock anchors / tiebacks and/or sheet piling within the ROW.

27. **Road Modifications**

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

28. **Segregated Bike Lane**

The Owner acknowledges and agrees that they are responsible for all costs associated with the design of the entire segregated bike lane along Lees Avenue. The Owner agrees that the Owner is responsible for all costs associated with the construction of the segregated bike lane to replace existing cycling infrastructure along Lees Avenue west of Robinson Avenue, as well as through the new Robinson Avenue/Private Approach and Lees Avenue intersection. The City is responsible for all costs associated with construction of the segregated bike lane east of Robinson Avenue/Private Approach and Lees Avenue intersection. The Owner agrees to provide securities to the City for all costs associated prior to the registration of the Site Plan Agreement. The Owner further acknowledges and agrees that the segregated bike lane shall be completed prior to occupancy.

29. **Future Traffic Signal Right-of-Way Conveyance**

Prior to Site Plan Registration, the Owner acknowledges and agrees to convey to the City lands within the Robinson Avenue Private Approach required for a future signalized intersection to support future development in this area, at no cost to the City. The parcel is intended for dedication as a municipal right-of-way. The exact parcel must be determined by legal survey. The Owner shall provide a reference plan for registration to the City Surveyor for review and approval prior to its deposit in the Land Registry Office. Such reference plan must be tied to the Horizontal Control Network in accordance with the municipal requirements and guidelines for referencing legal surveys. The Owner acknowledges and agrees to provide an electronic copy of the Transfer and a copy of the deposited reference plan to the City Clerk and Solicitor prior to the execution of this Agreement by the City. All costs associated with this transfer shall be borne by the Owner.

30. **Public Access Easement to The City**

The Owner acknowledged and agreed to convey to the City, at no cost to the City, an unencumbered public access easement along pedestrian mews, to the satisfaction of the City. Furthermore, the Owner shall provide a reference plan for registration, indicating the public access easement lands, to the City Surveyor for review and approval prior to its deposit in the Land Registry Office. The Owner acknowledges and agrees that it shall convey said public access easement to the City prior to registration of the Plan of Condominium. All costs shall be borne by the Owner.

31. **Private Approach Detail**

The Owner agrees that all private approaches, including temporary construction access to the subject lands, shall be designed and located in accordance with and shall comply with the City's Private Approach By-Law, being By-law No. 2003-447, as amended, and shall be subject to approval of the General Manager, Planning, Development and Building Services Department.

The Owner acknowledges and agrees that all private approaches serving the proposed development shall be designed and constructed, at the sole expense of the Owner, in accordance with the City's "Curb Return Entrances – Uncontrolled Intersections" Plan, Drawing No. SC7.1 and SC7.4, dated March 2007 and revised March 2021, and the Owner shall comply with the City's Private Approach By-law, being No. 2003-447, as amended.

32. **Parkland Dedication**

- (a) The Owner acknowledges and agrees that the required parkland conveyance to the City is to be 2,295 square metres.
- (b) 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) For land conveyance (residential > 18 units/net ha):

- i. one hectare per 600 net residential units but shall not exceed a maximum of 10% of the gross land area where less than or equal to five hectares.

33. **Conveyance of Parkland**

Prior to registration of the Site Plan Agreement, the Owner shall convey parkland to the City, at no cost to the City, being Parts 15, 20, and 23 on draft R-Plan prepared by Annis O'Sullivan Vollebekk (hereinafter referred to as "Park Land"), in accordance with the Planning Act, RSO 1990, c P.13 and the City's Parkland Dedication By-law, being By-law No. 2022-280, as amended, to the satisfaction of the General Manager, Recreation, Cultural and Facility Services.

34. **Park Block Preparation**

- (a) The Owner shall be responsible for the construction and installation of the base park improvements for the Park Land (the 'Base Park Improvements') at their sole expense and to the satisfaction of the General Manager, Planning, Development and Building Services Department and the General Manager, Recreation, Cultural and Facility Services.
- (b) The Base Park Improvements will include the following:
 - (i) demolition, removal and disposal of all existing materials, structures and foundations;
 - (ii) grading (including cut and/or fill) where necessary to bring the Park Land to site plan grades and to provide positive surface drainage, in accordance with the approved Grading Plan;
 - (iii) topsoil supply and placement, minimum of 150 mm;
 - (iv) seed and/or sod #1 nursery grade or equivalent value;
 - (v) fencing to City standard;
 - (vi) street trees along all public road allowances, which abut future City owned parkland;
 - (vii) all necessary drainage systems including connections to municipal services as required; and
 - (viii) Unless otherwise specified, the Owner shall provide the following services and utilities to all Park Land:
 - (ix) A 300mm diameter storm sewer and Catch Basin/Manhole at 2m inside the park property line;
 - (x) A 50mm diameter water line complete with water vault chamber at 2m inside the park property line as per city standard details for unit price contracts. Costs for the water vault chamber and water meter, if ultimately required, shall be paid for by the City or be included as part of the maximum park construction budget for the park;
 - (xi) A 120/240 volt, 200 ampere single phase hydro service at 2m inside the park property line complete with electrical kiosk for park services as per city standard details for unit price contracts. The Owner is responsible for making all arrangements and coordinating the connection of the new hydro service, including costs and inspections, with the respective electrical agencies.

- (xii) Electrical and water connections (minimum 50mm) are to be connected directly to the street line, including back flow preventors, shutoff valves, water and hydro meters and chambers.

All work shall be completed to the satisfaction of the General Manager, Planning, Development and Building Services Department, in accordance with the approved Plans and Reports referenced in Schedule "E" herein.

- (c) The Owner acknowledges and agrees that no stormwater management facilities, overland flow routes, and/or encumbrances of any kind, such as, but not limited to, retaining walls, utility lines, agreements and/or easements of any kind shall be located on, under, or above dedicated Park Land, save and except any utilities lines required by the City, and shall be removed and/or released from the Park Land, prior to the conveyance of the said lands to the City. Any utilities presently located within the Park Land, must be relocated at the Owner's sole expense.
- (d) Notwithstanding the transfer of the Park Land, the Owner acknowledges and agrees that the Owner will retain all liability for the transferred Park Land, until Final Acceptance of the Base Park Improvements, and that said transfer will in no way exonerate the Owner from its responsibility pursuant to the terms of the Site Plan Agreement. The Owner, on behalf of himself, his heirs, executors, administrators and assigns, including his successors in title, covenants and agrees to indemnify and save harmless the City from all actions, causes of actions, suits, claims or demands whatsoever which arise directly from the interim use by the Owner of the Park Land.
- (e) The Owner acknowledges and agrees that it is the responsibility of the Owner to rough grade the park where necessary to meet Site Plan grades and provide for positive surface drainage across the Park Land, as per the approved Grading Plan referenced in Schedule "E" hereto. If fill is required, it shall be comprised of clean earth borrow, compacted and leveled within the Park Land accordingly as per the City Standards for Park Fill and rough grading. All at the expense of the Owner.

Any fill imported to the Park Land must be conducted in accordance with the excess soils regulations, as amended. Documentation of the source and quality of the fill to be imported must be approved by a Qualified Person, as defined by Ontario Regulation 153/04, as amended. Soils must be tested to the minimum parameter list as specified in the excess soils regulations. Importation of soils with no chemical testing will not be permitted. Additional testing may be required by the Qualified Person as defined in the regulation.

Copies of all records related to all soils imported to the Park Land must be provided to the City. All works and fill materials are to be approved by the General Manager, Planning, Development and Building Services Department prior to being placed on site.

All work shall proceed in accordance with the applicable regulations and

according to the current (at time of work) approved City details and specifications.

- (f) The construction of the Base Park Improvements to the Park Land shall be completed prior to any occupancy permit for any part of the subject lands, to the satisfaction of the General Manager, Recreation, Cultural and Facility Services. Unforeseen delays (e.g. weather) resulting in the late completion of the construction of the Base Park Improvements to the Park Land may be taken into consideration and the date for completion may be extended, at the sole discretion of the General Manager, Recreation, Cultural and Facility Services.
- (g) Before carrying out any of the Base Park Improvements on the Park Land, the Owner must obtain, at the Owner's expense, a License of Occupation (LOO) or a Consent to Enter (CTE) from the City's Corporate Real Estate Office. The LOO or CTE will outline in detail the insurance requirements, extent of area permitted, permitted use, and duration to the satisfaction of the General Manager, Recreation, Cultural and Facility Services. The Owner will indemnify the City against any claim during any interim use of or work carried out by the applicant on the park, to the satisfaction of the General Manager, Recreation, Cultural and Facility Services.
- (h) The Owner shall submit a cost estimate, any necessary plans for the Base Park Improvements and shall submit, as set out in Schedule "B" herein, securities in the amount of 100% of the estimated cost of all Base Park Improvements, all to the satisfaction of the General Manager, Recreation, Cultural and Facility Services. A park review and inspection fee will further be collected and is based on 4% (+HST) of the total value of the Base Park Improvements cost. The Owner acknowledges and agrees that no credit shall be given towards the Parks and Recreation component of the Development Charges for costs associated with Base Park Improvements.
- (i) Record of Site Condition:

The Owner shall submit to the General Manager, Planning, Development and Building Services Department and the Director, Buildings Code Services, a Record of Site Condition (RSC) completed in accordance with the O.Reg. 153/04 and acknowledged by the Ministry of Environment, Conservation and Parks. The RSC shall confirm that all of the Lands are suitable for the proposed use, including the park, in accordance with O.Reg. 153/04. The Owner acknowledges and agrees the City may issue a building permit on a phased basis to allow for site investigation and remediation activities and if permitted by O.Reg. 153/04. Further works shall not be permitted until the RSC is submitted.

35. **Protection of Public Park Land**

- (a) The Owner shall neither deposit, nor permit to be deposited, fill, snow, debris, building materials, granular, excavated materials, topsoil or construction equipment, nor allow vehicle parking, storage or access for any

purposes on the Park Land. Furthermore, the Owner shall neither remove nor permit to be removed any fill, topsoil, trees, vegetation or shrubs from on the Park Land, without the prior consent of the General Manager, Planning, Development and Building Services Department.

- (b) The Owner shall cause the lands transferred to the City for park purposes, to be identified by permanent markers and, if required, temporary markers at the Owner's expense. The Owner shall install and maintain temporary fencing adjacent to Part 15, 20, and 23 on draft R-Plan prepared by Annis O'Sullivan Vollebekk. The markers and temporary fencing shall be of a type and placed in such a location and at such times as are satisfactory to the General Manager, Planning, Development and Building Services Department.
- (c) The Owner shall install tree protection fencing around the tree(s) to be retained within the Park Land. Fencing shall be installed prior to any site Works and shall be maintained in good order throughout the construction period. Any removal or revisions to the location of protection fencing shall be to the satisfaction of the General Manager, Planning, Development and Building Services Department.
- (d) Trees or shrubs which have been or are hereafter removed from the Park Land in contravention of the Site Plan Agreement shall, at the City's option, be replaced by the Owner, at the expense of the Owner, with nursery stock of a variety and quality equivalent to or better than the trees and/or shrubs removed.

36. **Notice on Title – Parkland**

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 parkland within the vicinity of the subject lands may have active hard and soft surface recreational facilities, buildings and supporting infrastructure. These amenities may include lit facilities and may generate noise by users using these facilities and amenities"

"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."

37. **Public Easement and Joint Use and Maintenance Agreement**

The Owner acknowledges and agrees that a public easement shall be registered, at the Owner's expense, over the existing asphalted path connecting the Sandy Hill Area and Chapel Crescent, shown as Parts 3, 5, 13, 17, 19 and 22 on draft R-

Plan prepared by Annis O'Sullivan Vollebekk, and which will provide access to the future park.

The Owner acknowledges and agrees to enter into a Joint Use and Maintenance Agreement with the City over the portion of the asphalted path that is subject to the public easement.

The Owner further acknowledges and agrees that the City will be responsible for the winter maintenance of the asphalted path from Chapel Crescent to the Sandy Hill Arena.

38. **Community Space**

The Owner acknowledges and agrees that a community space is required under the Secondary Plan for the ground floor commercial space in the building containing Tower 'C' fronting onto the provided park space. The Owner further agrees to coordinate with the Ward 12 Rideau-Vanier Councillor on the final approval as to which organization will benefit from the designated community space and the use at the 320 Lees Ave & 2 Robinson Ave Development Project. It is agreed to by all parties that both 2 Robinson Property Limited Partnership and the Councillor will mutually agree on the end user. All agreements will be negotiated for the use of the space will be completed between 2 Robinson Property Limited Partnership and the final approved local community group.

39. **Affordable Housing**

The Owner acknowledges and agrees that there is a willingness to provide affordable housing units in the subject development in accordance with the City letter of support titled " 2 Robinson Avenue – Affordable Housing Letter of Support" dated May 20, 2022. The Owner agrees to study financing programs with the Canada Mortgage and Housing Corporation (CMHC), subject to CMHC's approval and market conditions, and to continue to coordinate with the City's Affordable Housing Development Branch in order to support affordable housing in City of Ottawa.

40. **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 Lees Avenue right-of-way, north side, as shown on the approved Landscape Plan referenced in Schedule "E" herein, including all plant and landscaping material (except municipal trees) including concrete walkways 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.

41. **Exterior Elevations Drawings**

The Owner acknowledges and agrees to construct the proposed building in accordance with the approved Elevation Drawings, referenced in Schedule “E” herein. The Owner further acknowledges and agrees that any subsequent proposed changes to the approved plans shall be filed with the General Manager, Planning, Development and Building Services Department 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.

42. **Waste Collection - 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.

43. **Waste Collection – Non-Residential**

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.

44. **Construct Pedestrian Crossing - Chapel Crescent**

The Owner acknowledges and agrees that they shall design and construct the pedestrian crossing (PXO) within the Chapel Crescent rights-of-way to provide a pedestrian connection from or to the site. This crossing shall be constructed to City Standards as shown in the Road Modification Approval referenced in Schedule ‘E’,.

45. **Temporary Outbound Left Turn Restriction**

The Owner acknowledges and agrees that the intersection sight distance for left-turning vehicles exiting the site’s western private approach does not meet the recommendations of Section 9.9.2 of the Geometric Design Guide for Canadian Roads (Transportation Association of Canada, 2017) for the current operating speed on Lees Avenue. The Owner agrees to restrict use of the outbound lane of the west access through the provision of a temporary barrier until it is determined that the Lees Avenue operating speed has been sufficiently reduced to allow the access to meet left-turn intersection sight distance recommendations of Section 9.9.2 of the Geometric Design Guide for Canadian Roads.

46. **Speed Survey**

The Owner agrees to contact the City to request an updated speed survey that examines the effects Tower 'A' has on the traffic speeds along the Lees Avenue frontage of the site. The Owner further agrees to provide a study prepared by a Professional Transportation Engineer that includes recommendations based on the speeds surveyed and any alternatives, including a signalized intersection, to provide a safe option for left-turning vehicles exiting the site. This study shall be provided and approved prior to occupancy of a building on site other than 'Tower A', and shall be to the satisfaction of the General Manager, Planning, Real Estate and Economic Development. The Owner further agrees that securities shall not be reduced below 50% for the first phase of construction until the speed survey is approved. Should the survey demonstrate that a signalized intersection (described in clause 48) is required, these securities will continue to be held until construction of the intersection is completed.

47. **Permanent Outbound Left Restriction**

If the updated speed survey shows that the intersection sight distance for left-turning vehicles exiting the site's western private approach continues to not meet the recommendations of Section 9.9.2 of the Geometric Design Guide for Canadian Roads (Transportation Association of Canada, 2017), then the Owner shall permanently reconfigure the western private approach to limit outbound traffic. The Owner further agrees that the above works shall be built prior to occupancy of any building on site other than 'Tower A'.

48. **Future Signalized Intersection**

The Owner acknowledges and agrees that if a signalized intersection is the recommended option to provide a safe option for left-turning vehicles exiting the site, then the Owner shall submit a Road Modification Approval Application and enter into a Road Modification Agreement for this signalized intersection and agrees to pay for all costs associated with the design and construction of these works. The Owner further agrees that the above works shall be built prior to occupancy of any building on site other than 'Tower A'.

49. **Future Traffic Signal Right-of-Way Conveyance**

Prior to Site Plan Registration, the Owner acknowledges and agrees to convey to the City lands within the Robinson Avenue Private Approach required for a future signalized intersection to support future development in this area, at no cost to the City. The parcel is intended for dedication as a municipal right-of-way. The exact parcel must be determined by legal survey. The Owner shall provide a reference plan for registration to the City Surveyor for review and approval prior to its deposit in the Land Registry Office. Such reference plan must be tied to the Horizontal Control Network in accordance with the municipal requirements and guidelines for referencing legal surveys. The Owner acknowledges and agrees to provide an electronic copy of the Transfer and a copy of the deposited reference plan to the

City Clerk and Solicitor prior to the execution of this Agreement by the City. All costs associated with this transfer shall be borne by the Owner.

June 14, 2024

Date



Andrew McCreight
Manager, Development Review, Central
Planning, Development and Building Services
Department

Enclosure: Site Plan Control Application approval – Supporting Information

SITE PLAN CONTROL APPROVAL APPLICATION SUPPORTING INFORMATION

File Number: D07-12-21-0202

SITE LOCATION

320 Lees Avenue (Also municipally known as 2 Robinson Avenue), and as shown on Document 1.

SYNOPSIS OF APPLICATION

The subject site is located at the northwest corner of the Lees Avenue / Chapel Crescent intersection, in the Sandy Hill neighbourhood. The irregular shaped lot has a total area of approximately 22,948.5 square metres, with approximately 235 metres of frontage along Lees Avenue and 89 metres of frontage along Chapel Crescent. The site was previously occupied by a structure used for the Iranian Culture Centre, and is currently vacant with a gravel parking lot remaining on the site.

To the north of the subject site is the Sandy Hill neighbourhood which is generally characterized by low-rise residential uses. To the east is Ottawa Community Housing's Strathcona Heights complex, as well as Robinson Park and residential uses in Robinson Village. Further east is the Rideau River. To the south is Highway 417 and associated access ramps, and further south are several high-rise residential buildings, Lees Station, as well as University of Ottawa buildings and facilities. To the west is the Sandy Hill Arena, baseball diamond and associated surface parking, and further west is the University of Ottawa.

The development consists of four residential and mixed-use buildings with a total of 1,539 residential units, approximately 2,520 square metres of commercial space, and 934 vehicle parking spaces and 1,834 bicycle parking spaces. The proposal includes a mix of one bedroom, one-bedroom plus den, two-bedroom, two-bedroom plus den, and three-bedroom units.

Tower 'A' is a 28-storey residential tower containing 375 residential units atop a one-storey and six-storey U-shaped mixed-use podium with at-grade commercial fronting onto Lees Avenue, located at the southwest corner of the site. Tower 'B' and 'C' are located at the southeast corner of the site and consist of two 32-storey residential towers containing a total of 735 residential units, connected by a one-storey and six-storey mixed-use podium with at-grade commercial fronting onto Lees Avenue, and community amenity and dedicated parkland to the east. Tower 'D' consists of a 28-storey residential tower containing 330 units atop a six-storey podium, located at the northern portion of the site.

A combination of common amenity areas, private balconies, and at-grade terraces are proposed for each building in addition to a 2,295 square metre public park proposed at the southeast corner of the site. The programming of the park will be subject to future consultations. Vehicular access to the site is provided at the existing Lees Avenue and Robinson Avenue intersection.

Residential Units and Types

Dwelling Type	Number of Units
Apartment	1,539

Related Applications

The following applications are related to this proposed development:

- Zoning By-law Amendment – D02-02-20-0140
- Official Plan Amendment – D01-01-20-0028

DECISION AND RATIONALE

This application is approved for the following reasons:

- The application is consistent with the “Inner Urban Transect” policies of the Official Plan, as well as with the “Hub” designation. The proposed development represents a high-density, mixed-use development, in close proximity to a rapid transit station.
- The application is consistent with the Sandy Hill Secondary Plan and its “Downtown Mixed-Use” designation. The proposed development represents an opportunity for intensification to support the Lee’s O-Train Station and create a distinct place with more commercial amenities to serve the broader community along with a large park space. The proposal is also consistent with the Council-approved Official Plan Amendment (D01-01-20-0028).
- The proposed development is consistent with the intent of the Zoning By-law and meets all applicable performance standards of the zone, as approved by Council through Zoning By-law Amendment (D02-02-20-0140).
- The development is consistent with the Urban Design Guidelines for High-rise Buildings and with the Transit-Oriented Development Guidelines. The proposal offers quality architecture in a mixed-use, high-density development, in close proximity to transit.
- The development complies with the relevant planning policy context and complies with the zoning bylaw. Accordingly, the development represents good land use planning.

PARKLAND DEDICATION

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

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 6, 2022](#).

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

- Floorplates: Adjusted size of floorplates to a more appropriate size that is consistent with Urban Design Guidelines for High-rise Buildings.
- Balconies: There are certain balconies on the tower that have been added to enhance the appearance and give it the residential feel.
- Stepbacks on podiums: The podiums were re-designed to break down the scale by introducing a setback at the 5th floor, on the elevations bordering the interior streets. The podiums for building B and C are also being re-designed to allow for a larger courtyard between them.
- Variation between buildings: The crowning elements will be individualised per building.

ROAD MODIFICATIONS

There are road modifications associated with this site plan control application, which are detailed in the Road Modification Approval.

CONSULTATION DETAILS

Councillor's Comments

Councillor Stéphanie Plante has concurred with the Delegated Authority Report and associated conditions of approval.

Public Comments

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

APPLICATION PROCESS TIMELINE STATUS

This Site Plan application was not processed by the On Time Decision Date due to multiple revision being required.

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

Document 1 – Location Map

