



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

Site Location: 1047 Richmond – Phase 1

File No.: D07-12-24-0104

Date of Application: May 21, 2024

This SITE PLAN CONTROL application submitted by Jillian Simpson, Fotenn Planning + Design, on behalf of 1047 Richmond Investment GP inc. on behalf of 1047 Richmond Investment LP is APPROVED upon resolution of the conditions stated in this report

And the following plans are approved:

1. **Site Plan Phase 1**, SP-1, prepared by RLA/Architecture, dated April 11, 2024, revision 15 dated September 4, 2025.
2. **Building Elevations – North + West**, A201, prepared by RLA Architecture, dated 2024-09-04, revision 2, dated 2025-04-11.
3. **Building Elevations – South + East**, A-202, prepared by RLA Architecture, dated 2024-09-04, revision 2 dated 2025-04-11.
4. **Enlarged Elevation – South + West**, prepared by RLA Architecture, dated 2024-09-04, revision 2 dated 2025-04-11.
5. **Lot Grading, Drainage, Erosion and Sediment Control Plan**, C101, prepared by Egis, dated July 17, 2024, revision 9 dated September 3, 2025.
6. **Site Servicing Plan**, C102, prepared by Egis, dated July 17, 2024, revision 9 dated September 3, 2025.
7. **Landscape Plan-Interim**, LS. 102, prepared by STUDIO tla, dated 2024-07-09, revision 17, dated 2025-09-03.
8. **Soil Volume Notes & Schedule**, LSV. 100, prepared by STUDIO tla, dated 2024-07-09, revision 17 dated 2025-09-03.
9. **Soil Volume Plan**, LSV. 101, prepared by STUDIO tla, dated 2024-07-09, revision 17 dated 2025-09-03.
10. **Composite Utility Plan**, LU. 100, prepared by STUDIO tla, dated 2024-07-09, revision 17, dated 2025-09-03.
11. **Landscape Lighting Plan**, LL. 100, prepared by STUDIO tla, dated 2024-07-09, revision 17, dated 2025-09-03.

12. **Planting Schedule and Notes**, LP. 100, prepared by STUDIO tla, dated 2024-07-09, revision 17 dated 2025-09-03.
13. **Planting Plan**, LP. 101, prepared by STUDIO tla, dated 2024-07-09, revision 17 dated 2025-09-03.
14. **Tree Canopy Cover**, LP. 102, prepared by STUDIO tla, dated 2024-07-09, revision 17 dated 2025-09-03.
15. **Landscape Details**, LS. 200, prepared by STUDIO tla, dated 2024-07-09, revision 17 dated 2025-09-03.
16. **Landscape Details**, LS. 201, prepared by STUDIO tla, dated 2024-07-09, revision 17 dated 2025-09-03.
17. **Landscape Details**, LS 202, prepared by STUDIO tla, dated 2024-07-09, revision 17 dated 2025-09-03.
18. **Landscape Sections**, LS. 300, prepared by STUDIO tla, dated 2024-07-09, revision 17 dated 2025-09-03.
19. **Landscape Sections**, LS 301, prepared by STUDIO tla, dated 2024-07-09, revision 17 dated 2025-09-03.

And as detailed in the following reports:

1. **Site Servicing & Stormwater Management Report**, prepared by Egis, dated August 29, 2024, revised July 21, 2025.
2. **1047 Richmond Road (Phase 1) Transportation Impact Assessment Report**, prepared by Parsons, dated December 10, 2024, revision 2 dated April 10, 2025.
3. **Confederation Line Level 2 Proximity Study**, prepared by Paterson Group, revision 3, dated December 9, 2024
4. **Pedestrian Level Wind Study**, prepared by Gradient Wind Engineers & Scientists, dated December 21, 2021.
5. **Addendum to Pedestrian Level Wind Study**, prepared by Gradient Wind Engineers & Scientists, dated January 29, 2025
6. **Phase One Environmental Site Assessment**, prepared by Terrapex Ltd., dated August 14, 2025.
7. **Phase Two Environmental Site Assessment**, prepared by Terrapex, dated August 14, 2025.
8. **Dewatering Assessment – Proposed Excavation**, prepared by Terrapex, dated March 4, 2025, revision 4 dated August 12, 2025.
9. **Geotechnical Assessment Report**, prepared by Terrapex, dated December 5, 2024, revision 3 dated June 25, 2025.
10. **Settlement Assessment Letter**, prepared by Terrapex, revision 1, dated June 25, 2025.
11. **Transportation Noise and Vibration Assessment**, prepared by Gradient Wind Engineers & Scientists, dated September 5, 2024.

12. **Tree Conservation Report**, prepared by Dendron Forestry Services, dated August 23, 2024.

And subject to the following General and Special Conditions:

General Conditions

1. **Lapsing of Approval**

The Owner shall enter into this Site Plan Control Agreement and/or Letter of Undertaking, including all standard and special conditions, financial and otherwise, as required by the City for the Phase 1 lands. In the event that the Owner fails to sign this Agreement and/or Letter of Undertaking, complete the conditions to be satisfied prior to the signing of this Agreement, and have the corresponding building permit(s) issued within three (3) 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, Development and Building Services.

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, Development and Building Services, 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.

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. 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, Development and Building Services.

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

11. **Permanent Encroachment Agreement**

The Owner acknowledges and agrees to enter into a permanent Encroachment Agreement to permit the encroachment of the raised concrete planter beds to be constructed within the City's New Orchard Avenue North right-of-way. The Owner shall, at its expense, provide a reference plan for registration, indicating the approved encroachments, and the Owner shall submit the draft reference plan to the City's Surveyor for review and approval prior to its deposit in the Land Registry Office. The Owner further acknowledges and agrees that the cost of preparation and registration of the Encroachment Agreement will be borne by the Owner.

12. **Letter of Tolerance – Right-of-Way**

The Owner shall, within two (2) weeks of Site Plan Control Approval, file with the General Manager, Planning, Development and Building Services a copy of the letter of tolerance issued by the Right-of-Way Unit for the encroachment of the raised concrete planter beds to be constructed within the City's New Orchard Avenue North right-of-way, as shown on the approved Landscape Plan referenced in Schedule "E" herein.

13. **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.

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, 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.

14. **Private Access**

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

15. **Construction Methods and Scheduling**

The Owner acknowledges and agrees that construction methodology, timing and scheduling must be submitted for review and approval by the Rail Construction

Program (RCP) Office, Transit Services Department, to ensure that there no impacts on the Stage 2 Ottawa Light Rail Transit (OLRT) project (including Richmond Road Complete Streets Project) thirty (30) days prior to the commence work of any site works and/or building permits being issued, including conditional permits. The Owner agrees to provide the following documents, to the satisfaction of the Director, Rail Construction Program Office:

- (a) Structural drawings
- (b) Foundation drawings
- (c) Excavation methods and drawings
- (d) Shoring methods and drawings
- (e) Crane locations
- (f) Staging of operations
- (g) Traffic management plan
- (h) Assessment of potential changes, due to blasting, in the soil and rock characteristics and strength and the groundwater regime.
- (i) Construction schedule (including anticipated dates, type of construction activity and contact person for coordination)

16. **Additional Plans and Reports**

The Owner acknowledges and agrees that the following documents must be provided for review and approval thirty (30) days prior to the commencing of any site works and/or building permits being issued, including conditional permits, to the satisfaction of the General Manager, Transit Services Department or their designate:

- (a) Dewatering and Discharge plans
- (b) Blast Assessment Report (BAR) if blasting is proposed
- (c) Field monitoring and action plans

The Owner acknowledges and agrees it shall pay all costs associated with the City's review of the plans and/or reports listed above.

17. **Dewatering and Discharge Plan**

- (a) The Dewatering and Discharge plan shall include, but not be limited to, the following details:
 - (i) Full description of the project, including drawings
 - (ii) Hydrogeological site conceptual model for both overburden and bedrock
 - (iii) Quantitative dewatering volume assessment based on site-specific testing data, such as slug tests and/or pumping tests, and including proposed location(s) for discharge and confirmation that the receiver(s) can accommodate the proposed volumes
 - (iv) Characterization of groundwater quality in respect of City Sewer Use By-Law criteria limits using site sampling data, with discussion of potential treatment requirements
 - (v) Impact assessment including short term (construction) and long term (subsurface drainage) and drawdown interference with local wells (if any) and/or ecological features

- (vi) Evaluation of ground settlement / basal heave potential both within the excavation and with regard to nearby structures / infrastructure including zone of influence
- (vii) Monitoring and mitigation plans including contingency plan.
- (viii) Determination of the need for / type of regulatory approvals required (e.g., Permit To Take Water / Environmental Activity and Sector Registry).

The Owner acknowledges and agrees to contact the Rail Construction Program Office to confirm the details to be included in the Dewatering and Discharge Plan prior to completing the plan.

18. **Blast Assessment Report (BAR)**

- (a) The Blast Assessment Report (BAR), shall include but not limited to, the following details:
 - (i) Work plan showing details of the proposed blasting operations
 - (ii) Types of explosive and detonation to be adopted.
 - (iii) Pre-blast survey
 - (iv) Protection against damage to the adjacent structures, underground and above-ground utilities, and protection of the public safety.
 - (v) Blasting limits
 - (vi) Determination of the zone of influence due to blasting, and assessment of the blasting effects to all structures and utilities within the zone of influence.
 - (vii) Details of vibration monitoring.
 - (viii) Methods of remedial measures of damages caused by blasting.
 - (ix) Emergency responses to blasting damage.
 - (x) Qualifications and experience of the individuals and specialists of the blasting contractor who are responsible for the blasting operations.
- (b) The Owner acknowledges and agrees to contact the Rail Construction Program Office to confirm the details to be included in the BAR prior to completing the report.
- (c) The Owner acknowledges and agrees to submit the BAR, a minimum of 90 days prior to blasting for review and approval by Rail Construction Program Office. The Owner agrees that changes to the construction methods and/or building limits may be required ensure the integrity of the light rail infrastructure.
- (d) The Owner further acknowledges and agrees that all blasting activities shall conform to the City Special Provisions F-1201 and OPSS 120 entitled Use of Explosives, as amended. Prior to any blasting activities, a pre-blast survey shall be prepared as per City Special Provisions F-1201, at the Owner's expense, for all buildings, utilities, structures, including existing and proposed OLRT structures, water wells and facilities likely to be affected by the blast, in particular, those within seventy-five (75) metres of the location where explosives are to be used.

- (e) 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.
- (f) The Owner acknowledges and agrees to send the Weekly Vibration Monitoring Report to the Rail Construction Program Office (daniel.chochlinski@ottawa.ca and mary-ellen.gleeson@ottawa.ca) weekly during the blasting operation for the underground parking garage.

19. **Field Monitoring and Action Plan**

- (a) The field monitoring and action plans above, shall include but not limited to, the following details:
 - (i) Specify the party responsible for the monitoring.
 - (ii) Details of monitoring.
 - (iii) Monitoring criteria for settlement, movement, vibration, groundwater levels, dewatering volumes, effluent quality, etc.
 - (iv) Alert and warning levels, and proposed actions.
 - (v) Monitoring frequency and monitoring period (i.e., during construction and warrantee periods).
 - (vi) pre-and post-construction surveys
- (b) The Owner acknowledges and agrees to contact the Rail Construction Program Office to confirm the details to be included in the field monitoring and action plans prior to completing the plans.

20. **Use of Rock Anchors / Tie-Backs**

- (a) The Owner acknowledges and agrees that the use of rock anchors / tiebacks in proximity to or within the Richmond Road right-of-way or New Orchard Avenue North right-of-way 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. If approved, the Owner further acknowledges and agrees to enter into a separate agreement with the City and the City's designated maintenance rail provider or Stage 2 OLRT project company, 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.
- (b) The Owner acknowledges and agrees it shall be responsible for any additional costs incurred by the Stage 2 OLRT Project Company during construction of the OLRT project due to the installation of rock anchors / tiebacks and/or sheet piling within the Richmond Road right-of-way or New Orchard Avenue North right-of-way.

21. **Construction Scheduling and Coordination, Site Access, Servicing**

- (a) The Owner acknowledges and agrees that if the construction of the development is planned to occur during the same time-period as the OLRT construction and Richmond Road Complete Streets project, and/or associated works, that the works should be coordinated during construction so as not to present a significant delay, if any, to both parties. Accordingly, it is acknowledged that the Owner may encounter potential restrictions and delays associated with the development of the lands, which will be reasonably mitigated through coordination of construction activities, as required.
- (b) It is expected that temporary encroachment into the 1047 Richmond Road property will be required to construct the utilities, cycle track, sidewalk, streetlights and other fixtures in the Richmond Road Right of Way and New Orchard Avenue North right of way as part of the OLRT project. The Owner agrees to cooperate with the Constructor of the Richmond Road works and to sign a Consent to Enter Agreement to permit temporary access to the 1047 Richmond property during construction, as required.
- (c) The Owner acknowledges and agrees that disruptions of access to the site may occur during the construction of the OLRT project and/or associated works.
- (d) The Owner acknowledges and agrees that any temporary servicing requests during the construction of the OLRT project must be coordinated with the Rail Construction Program Office. Contact daniel.chochlinski@ottawa.ca with mary-ellen.gleeson@ottawa.ca in copy.
- (e) The Owner acknowledges and agrees that any requested traffic impacts on New Orchard Avenue North, Richmond Road, and Ambleside Drive, during the construction of the OLRT Project and Richmond Road Complete Streets project, must be submitted to and approved by the Rail Construction Program Traffic Office. Contact boden.zvonarich@ottawa.ca, pagamo.amade@ottawa.ca, and obada.aljerodi@ottawa.ca for coordination, with daniel.chochlinski@ottawa.ca and bradley.cooper@ottawa.ca in copy.

22. **Proximity Study Review Cost Recovery**

Prior to registration of this agreement, the Owner acknowledges and agrees that it shall pay all costs, in the sum of **\$13,404 (not including applicable taxes)** associated with the Proximity Study review undertaken by the City's Transit Services Department. The Owner further agrees to pay any additional costs incurred by the City's Transit Services Department associated with any further reviews of plans and/or reports associated with the Proximity Study Requirements or to satisfy any O-Train condition(s) included herein.

23. **Notice on Title – Light Rail Transit**

The Owner acknowledges and agrees that a notice shall be registered on title to the subject lands, at the Owner's expense. The Owner further acknowledges and agrees that such notice on title, or the clauses as written directly below, shall be

included in all agreements of purchase and sale and lease agreements, and shall be included as information on all plans and documents used for marketing purposes, to inform prospective purchasers and tenants of these matters. The notice on title shall include, but not be limited to, the following:

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 and lease agreements, and all information on all plans and documents used for marketing purposes, shall contain the following clauses which shall be covenants running with the subject lands for the benefit of the owner of the adjacent public transit light rail system and related bus infrastructure:

“The purchaser/lessee, for themselves, their heirs, executors, administrators, successors and assigns, acknowledges being advised that a public transit light rail system (hereinafter referred to as the “LRT system”) and related bus infrastructure are proposed to be located in proximity to the subject lands. The LRT system may be located in a tunnel adjacent to or under the subject lands, and the construction, operation and maintenance of the LRT system and related bus infrastructure may result in environmental impacts to the subject lands including, but not limited to, noise, including LRT system operational noise emanating from tunnel ventilation shafts and tunnel ventilation equipment noise for routine testing, vibrations, electromagnetic interferences, stray current transmissions, vehicle emissions, smoke and particulate matter (collectively referred to as the “Interferences”). The purchaser/lessee acknowledges and agrees that despite the inclusion of noise control features within the subject lands, Interferences may continue to be of concern, occasionally interfering with some activities of the occupants on the subject lands. Notwithstanding the above, the purchaser/lessee acknowledges and agrees to release and save harmless the City of Ottawa and OC Transpo from all suits, proceedings, claims, losses, judgments, damages (direct, indirect, consequential or otherwise), causes of actions, executions, liabilities, fees, and expenses including, without limitation, any professional, consultant and legal fees in connection with claims, loss of life, personal injury, damage to property, structural damage or any other loss or injury whatsoever arising from any Interferences experienced in the development from the construction, use, operation or maintenance of the LRT system and related bus infrastructure, in perpetuity.”

“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 covenants shall run with the said lands and are for the benefit of the owner of the adjacent LRT system and related bus infrastructure.”

24. **Crane Swing Agreement**

- (a) The Owner acknowledges and agrees that it may be required to enter into an Encroachment Agreement often referred to as a Crane Swing Agreement prior to the operation of any cranes or other mobile construction equipment on the subject lands and/or adjacent lands that have the potential to breach

the aerial rights or rail corridor envelope more generally, to the satisfaction of the General Manager, Transit Services Department or their designate and the General Manager, Planning, Development and Building Services.

- (b) The Owner acknowledges and agrees it shall be responsible for all costs associated with the preparation and registration of a Crane Swing Agreement. No crane shall be assembled on site or mobile construction equipment mobilized to site until the Owner has entered into a Crane Swing Agreement with the City, which agreement shall be registered on title to the subject lands.
- (c) Prior to execution of the Crane Swing Agreement by the City, the Owner shall provide to the General Manager, Transit Services Department or their designate, plans identifying the location and description of the type of crane(s) and other mobile construction equipment that will be on site, including all existing cranes on the lands, to determine if the mast or the arms of any crane(s) or other equipment would be entering the air rights of the rail corridor or adjacent bus loops at light rail transit stations.
- (d) The Owner acknowledges and agrees that if any equipment does enter the aerial rights of the rail corridor without a signed Crane Swing Agreement, such action will be in violation of Section 26.1 of the Railway Safety Act, R.S.C., 1985, c.32 (4th Supp.), as amended, and the Owner shall immediately cease use of the equipment.

25. **Conveyance for Bus Stop for Richmond Road Complete Streets Project**

Prior to registration of this Agreement, the Owner acknowledges and agrees to convey to the City, at no cost to the City, Part X on 4R XXXXX, for a future City bus stop as part of the Richmond Road Complete Streets Project. The Owner shall provide a reference plan for registration, indicating the area to be conveyed, to the City Surveyor for review and approval prior to its deposit in the Land Registry Office. Such reference plan must be tied to the Horizontal Control Network in accordance with the municipal requirements and guidelines for referencing legal surveys. The Owner acknowledges and agrees to provide an electronic copy of the Transfer and a copy of the deposited reference plan to the City Solicitor prior to the execution of this Agreement by the City. All costs shall be borne by the Owner.

26. **Access Easement for Richmond Road Streetlight and Conduit.**

Prior to the registration of this Agreement, the Owner shall grant to the City, at no cost to the City, an easement to a maximum of **1.0 metre-wide by 2.5 metre-deep** for the construction, and maintenance of City Streetlight P118 and its associated power conduits as part of the Richmond Road Complete Streets Project, as shown on the approved Site Plan referenced in Schedule "E" hereto, to the satisfaction of the City. The Owner shall provide a Reference Plan for registration, indicating the Access 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.

27. **Additional Cost Associated with Construction Methodology**

The Owner acknowledges and agrees that upon review of the construction methods proposed by the Owner and/or its agent(s), should any additional costs be required for the construction and/or protection of the Stage 2 OLRT project, the Owner acknowledges and agrees that it shall compensate the future Stage 2 OLRT Project Company for such extra costs, including review of the Owner's proposed works. The Stage 2 LRT Constructor, Kiewit Eurovia Vinci (KEV), will be reconstructing the existing municipal utilities (storm, sanitary, water) and conducting a full roadway reconstruction of Richmond Road and New Orchard Avenue in 2025, 2026, and 2027. Due to staging requirements, it is expected that KEV will construct the 1047 Richmond Road municipal services from the sewer mains and water mains to the property line. The Owner acknowledges and agrees to pay all sums for the additional servicing work for their building undertaken by KEV (i.e., services above and beyond what would have been required to reinstate the existing municipal services for the former Metro Chrysler Dealership). The Owner acknowledges and agrees to pay all sums for the additional sidewalk work constructed by KEV within the Richmond Road right of way and New Orchard Avenue North right of way to suit the proposed development at 1047 Richmond, above and beyond the sidewalk reconstruction in the Richmond Road right of way and New Orchard Avenue North right of way that KEV were contracted to undertake to suit the former Metro Chrysler Dealership.

The Owner of 1047 Richmond may choose to proceed with contracting the required work for their development in the Richmond Road right of way and New Orchard Avenue North right of way through KEV or their own contractor.

28. **Noise Control Attenuation Measures**

The Owner acknowledges and agrees to implement the noise control attenuation measures recommended in the approved Transportation Noise and Vibration Assessment, referenced in Schedule "E" of this Agreement, as follows:

- (a) each unit is to be equipped with central air conditioning;
- (b) further to subsection (a) above, the location and installation of any outdoor air conditioning device(s) shall comply with the noise criteria of the Ministry of the Environment, Conservation and Parks' Publication NPC-216, dated 1993, and the Environmental Noise Guidelines for Installation of Residential Air Conditioning Devices, dated September 1994, as amended, in order to minimize the noise impacts both on and off the immediate vicinity of the subject lands;

- (c) upon completion of the development and prior to occupancy and/or final building inspection, a professional engineer, licensed in the Province of Ontario with expertise in the subject of acoustics related to land use planning, shall be retained to visit the lands, inspect the installed noise control measures and satisfy themselves that the installed recommended interior noise control measures comply with the measures in the Transportation Noise and Vibration Assessment referenced in Schedule "E" hereto. The professional engineer shall prepare, sign and stamp a letter to the General Manager, Planning, Development and Building Services (the "Certification Letter") stating that they certify acoustical compliance with all requirements of the applicable conditions in this Agreement, to the satisfaction of the General Manager, Planning, Development and Building Services.

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

The Owner acknowledges and agrees that a notice shall be registered on title to the subject lands, at the Owner's expense. The Owner further acknowledges and agrees that such notice on title, or the clauses as written directly below, shall be included in all agreements of purchase and sale and lease agreements to inform prospective purchasers and tenants of these matters. The notice on title shall include, but not be limited to, the following:

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 themselves, their heirs, executors, administrators, successors and assigns, acknowledges being advised that noise levels due to increasing roadway / rail traffic may be of concern, occasionally interfering with some activities of the dwelling occupants as the outdoor sound level exceeds the City of Ottawa's and the Ministry of the Environment, Conservation and Parks' noise criteria."

Type D – Central Air Conditioning

"The purchaser/lessee for themselves, their heirs, executors, administrators, successors and assigns, acknowledges being advised that this dwelling unit has been supplied with a central air conditioning system which will allow windows and exterior doors to remain closed, thereby ensuring that the indoor sound levels are within the City of Ottawa's and the Ministry of the Environment, Conservation and Parks' noise criteria."

Type E – Proximity to Adjacent Industry

“The purchaser/lessee for themselves, their heirs, executors, administrators, successors and assigns, acknowledges being advised the proximity of the proposed development of the lands described in Schedule “A” hereto (the “Lands”) to the City’s existing and future transit operations, may result in noise, vibration, electromagnetic interferences, stray current transmissions, smoke and particulate matter (collectively referred to as “Interferences”) to the development;

The Transferee/Lessee for himself, his heirs, executors, administrators, successors and assigns acknowledges being advised that a public transit light-rail rapid transit system (LRT) is proposed to be located in proximity to the subject lands, and the construction, operation and maintenance of the LRT may result in environmental impacts including, but not limited to noise, vibration, electromagnetic interferences, stray current transmissions, smoke and particulate matter (collectively referred to as the Interferences) to the subject lands. The Transferee/Lessee acknowledges and agrees that despite the inclusion of noise control features within the subject lands, Interferences may continue to be of concern, occasionally interfering with some activities of the occupants on the subject lands.

The Transferee covenants with the Transferor and the Lessee covenants with the Lessor that the above clauses verbatim shall be included in all subsequent lease agreements, agreements of purchase and sale and deeds conveying the lands described herein, which covenants shall run with the lands and are for the benefit of the owner of the adjacent road.”

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.”

30. **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 Assessment Report (the “Report”), referenced in Schedule “E” herein, are fully implemented. The Owner further acknowledges and agrees that it shall provide the General Manager, Planning, Development and Building Services 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.

31. **Geotechnical – Encroachments**

The Owner acknowledges and agree that the Geotechnical Assessment Report has recommended a method of shoring that may encroach onto the adjacent property or onto the City's New Orchard Avenue North right-of way. The Owner acknowledges and agrees that it shall be required to obtain the approval of the adjacent property owner and/or receive municipal consent for any Works within the said Road, prior to the installation of any encroachments. The Owner acknowledges and agrees that for encroachments within the said Road, the Owner shall ensure that there will be no conflicts between the proposed shoring method and the municipal services or utilities in the said Road.

32. **Construction Vibration Assessment Report**

Prior to the issuance of any building permit, the Owner acknowledges and agrees to submit to the General Manager, Planning, Development and Building Services, a Construction Vibration Assessment Report to identify structures and utilities that fall within the zone of Influence. Vibration Monitoring will be required during construction for any structures and utilities that fall within the zone of influence.

33. **Groundwater and Geotechnical Monitoring Program**

Prior to the issuance of any building permit, the Owner acknowledges and agrees to submit to the General Manager, Planning, Development and Building Services, a Groundwater and Geotechnical Monitoring program to monitor and mitigate potential impacts of any dewatering operations. The key points of the proposed monitoring program are listed in Section 6.1.3 of the approved Dewater Assessment – Proposed Excavation report.

34. **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, and the Chief Building Official, final copies of either the Risk Assessment or the revised Phase Two ESA following remediation and the 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 for the . The RSC shall confirm that all or part of the site is suitable for the proposed use in accordance with *O.Reg. 153/04*. The City may issue a building permit on a phased basis to allow for site investigation and remediation activities if permitted by *O.Reg. 153/04* which shall be at the sole discretion of the Chief Building Official.

Where available information reveals that contamination extends into a City right-of-way and submission of an RSC is not possible, a building permit may be issued, at the sole discretion of the Chief Building Official, on a phased basis:

- (a) where the Owner has executed an off-site management agreement with the City to remediate the right-of-way and the site or;
- (b) where the Owner has completed remediation Work on the right-of-way to the satisfaction of the General Manager, Planning, Development and Building Services.

35. **Groundwater Management**

The Owner acknowledges and agrees to retain an environmental consultant to test groundwater to be removed from the site during and after redevelopment. If through further testing the groundwater samples are found to be contaminated, all contaminated groundwater must be removed, managed or treated in accordance with appropriate Ontario regulations and/or discharged in accordance with the City's Sewer Use By-law, being By-law No. 2025-94, as amended.

36. **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 storm System within New Orchard Avenue/ Richmond Road between MH STM26057 to MH STM26038, 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, Development and Building Services.
- (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:
 - (i) obtain a video inspection of the existing City Sewer System along the south frontage on Richmond Road and west frontage on New Orchard Avenue up to the nearest and furthest upstream and downstream manholes, 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 within New Orchard Avenue and Richmond Road and compensate the City for the full amount of any required repairs to the City Sewer System.

37. **Stormwater Management Memorandum**

Prior to registration of this Agreement, the Owner acknowledges and agrees to provide the General Manager, Planning, Development and Building Services, 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, Development and Building Services, and all associated costs shall be the Owner's responsibility.

38. **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 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.

39. **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 Site Servicing & Stormwater Management Report, referenced in Schedule "E" herein. The Owner further acknowledges and agrees it shall assume all maintenance and replacement responsibilities in perpetuity. The Owner shall keep all records of inspection and maintenance in perpetuity and shall provide said records to the City upon its request.

40. **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, Development and Building Services 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.

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

The Owner acknowledges and agrees that all blasting activities will conform to the City's Standard S.P. No. F-1201 entitled Use of Explosives, as amended. Prior to any blasting activities, a pre-blast survey shall be prepared as per S.P. No. F-1201, at the Owner's expense, for all buildings, utilities, structures, water wells and facilities likely to be affected by the blast based on the location where explosives are to be used. In particular, a pre-blast survey shall be completed in accordance

with Table 1 of S.P. No. F-1201. The standard inspection procedure shall include the provision of an explanatory letter to the owner or occupant and owner with a formal request for permission to carry out an inspection.

42. **Site Lighting Certificate**

- (a) In addition to the requirements contained in Clause 19 of Schedule “C” hereto, the Owner acknowledges and agrees, prior to the issuance of a building permit, to provide the City with a certificate from an acceptable professional engineer, licensed in the Province of Ontario, which certificate shall state that the exterior site lighting has been designed to meet the following criteria:
 - (i) it must be designed using only fixtures that meet the criteria for full cut-off (sharp cut-off) classification, as recognized by the Illuminating Engineering Society of North America (IESNA or IES); and
 - (ii) it must result in minimal light spillage onto adjacent properties. As a guideline, 0.5 fc is normally the maximum allowable spillage.
- (b) The Owner acknowledges and agrees that, upon completion of the lighting Works and prior to the City releasing any associated securities, the Owner shall provide certification satisfactory to the General Manager, Planning, Development and Building Services, from a Professional Engineer, licensed in the Province of Ontario, that the site lighting has been constructed in accordance with the Owner’s approved design plan.

43. **Exterior Elevations Drawings**

The Owner acknowledges and agrees to construct the proposed building in accordance with the approved Building Elevations, 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 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.

44. **Maintenance and Liability Agreement for Landscaping**

The Owner acknowledges and agrees it shall be required to enter into a Maintenance and Liability Agreement with the City, for the raised concrete planter beds which are to be located in the City’s New Orchard Avenue North right-of-way, as shown on the approved Landscape Plans referenced in Schedule “E” herein, including all plant and landscaping material (except municipal trees). 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.

45. **Phasing**

The Owner acknowledges and agrees that the proposed development will be constructed in Phases as shown on the approved Site Plan referenced in Schedule “E” herein. The Owner acknowledges and agrees that this Site Plan Approval is subject to the Owner entering into an Amending Site Plan Agreement, for the lands shown as Phase 2 on the approved Site Plan and for the development as shown and detailed within Phase 2 on the Landscape Plans referenced in Schedule “E” herein, the payment of any applicable fees and securities, and any other requirements that the City may require, all to the satisfaction of the General Manager, Planning, Development and Building Services.

46. **Interim Condition**

The Owner acknowledges and agrees that if development of the Phase 2 lands is not to be commenced within three months of residential occupancy of the development on the Phase 1 lands, the Phase 2 lands shall not be used for other interim uses, shall be maintained in accordance with the Property Standards By-law, and shall be landscaped with a combination of soft and hard landscaping to the satisfaction of the General Manager, Planning, Development and Building Services.

47. **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. It is expressly acknowledged that this service may be amended or discontinued at the City’s sole discretion, if in the City’s opinion, access is not appropriate or due to policy/process changes within the operating department.

The Owner acknowledges and agrees that commercial garbage, recycling, and organic waste collection will not be provided by the City and it shall make appropriate arrangements with a private contractor for 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.

48. **Digital Landscape Plan**

Prior to registration of this Agreement, the Owner agrees to provide a digital, georeferenced CAD or GIS file of the final approved Landscape Plan, referenced in Schedule E herein, in accordance with the [Landscape Plan Terms of Reference](#). The file shall be sent to the Planning Forester or Planning File Lead.

49. **Permission For Boundary Trees**

The Owner acknowledges and agrees that they shall provide a signed letter of permission from the owner(s) of identified adjacent or boundary tree(s), for the proposed removal or operations impacting the tree(s). The Owner acknowledges and agrees that a tree removal permit cannot be issued without the permission of all owners of a tree, and that the development plan(s) must be revised to allow for the retention and protection of the adjacent or boundary trees if this letter cannot be produced.

50. **Tree Planting Coordination with Richmond Road Complete Street Project**

The Owner acknowledges and agrees they shall continue to work with the Richmond Road Complete Street Project regarding the design of the planters on the Richmond Road frontage and required easements. Though the design or location of the planters may change, the Owner acknowledges and agrees they are responsible to provide large-growing trees with appropriate soil volumes as proposed in the approved Landscape Plan as referenced in Schedule "E". The Owner further acknowledges and agrees that an updated Landscape Plan with elevations showing any changes to the proposed planters shall be provided to the City for approval prior to planting.

51. **Monetary Compensation for Trees**

Prior to registration of this Agreement, the Owner acknowledges and agrees it shall pay the sum of \$1420 to the City as compensation for the removal of multiple City trees (Tree 2 and grouping H1 per the approved Landscape Plan and Tree Conservation Report referenced in Schedule "E" herein). Upon receipt of compensation, the Director of Climate Change and Resiliency or their designate will issue a tree permit for the trees identified for removal, at which time the Owner may make arrangements with a contractor to remove said trees, at the Owner's expense. The tree removal permit for this site shall not be issued until receipt of compensation payment.

52. **Parkland Dedication**

- (a) The Owner acknowledges and agrees that the conveyance requirement to the City is 1,012.0 square metres.
- (b) The Owner covenants and agrees that the 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 conveyance of parkland (residential > 18 units/net ha):
 - a. 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.

53. **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 X on 4R-XXXXX (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.

54. **Community Benefits Charge**

The Owner acknowledges that the development is subject to payment of a Community Benefits Charge estimated to be **\$475,659.50**, payable at the time of building permit issuance, calculated in accordance with the Community Benefits Charge By-law 2022-307 (as amended from time to time) and the *Planning Act* (the "CBC Estimate").

For the purposes of calculating the CBC Estimate, the City has utilized a property valuation which has an effective date of the date of the site plan approval and the currently proposed area subject to development or redevelopment. The Owner acknowledges that the City will collect the CBC Estimate amount at the time of building permit issuance provided (a) the first building permit is issued within twenty-four months of the date of the present site plan approval and (b) the land area subject to development or redevelopment has not changed.

Should the first building permit not be issued within twenty-four months, an updated valuation of the land that is the subject of development or redevelopment will be provided by the City prior to building permit issuance, or earlier if requested by the Owner. The Owner further acknowledges that if the land area shown in any subsequent building permit application(s) as being subject to development or redevelopment differs from the land area shown in the Site Plan as being subject to development or redevelopment, the above-indicated amount may be recalculated based on the land area shown in the building permit application(s).

55. **Corner Sight Triangle**

Prior to registration of this Agreement, the Owner acknowledges and agrees to convey to the City, at no cost to the City, an unencumbered corner sight triangle, in accordance with the Richmond Road Complete Streets Project. The exact location and area of the corner sight triangle must be determined by legal survey. The Owner shall provide a reference plan for registration, indicating the corner sight triangle, to the City Surveyor for review prior to its deposit in the Land Registry Office. Such reference plan must be tied to the Horizontal Control Network in accordance with the municipal requirements and guidelines for referencing legal surveys. The Owner acknowledges and agrees to provide an electronic copy of the Transfer and a copy of the deposited reference plan to the City Solicitor prior to the execution of this Agreement by the City. All costs shall be borne by the Owner.

56. **Road Widening**

Prior to registration of this Agreement, the Owner acknowledges and agrees to convey to the City, at no cost to the City, an unencumbered road widening across the complete Richmond Road frontage, in accordance with the Richmond Road Complete Streets project and also across the complete New Orchard Avenue frontage measuring 20 metres from the existing centreline of pavement/the abutting right-of-way. The exact widening must be determined by legal survey. The Owner shall provide a reference plan for registration, indicating the widening, to the City Surveyor for review and approval prior to its deposit in the Land Registry Office. Such reference plan must be tied to the Horizontal Control Network in accordance with the municipal requirements and guidelines for referencing legal surveys. The Owner acknowledges and agrees to provide an electronic copy of the Transfer and a copy of the deposited reference plan to the City Solicitor prior to the execution of this Agreement by the City. All costs shall be borne by the Owner.

57. **Park Land Requirements**

- (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.
- (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 Lot Grading, Drainage, Erosion and Sediment Control Plan;
 - (iii) topsoil supply and placement, minimum of 150 mm;
 - (iv) seed and/or sod #1 nursery grade or equivalent value;
 - (v) a black ornamental fence 15 cm within the park property lot lines.
 - (vi) street trees in the New Orchard Avenue North right-of-way, which abut future City owned parkland;
 - (vii) street trees within the park property line, along the Richmond Road frontage,
 - (viii) all necessary drainage systems including connections to municipal services as required; and
 - (ix) Unless otherwise specified, the Owner shall provide the following services and utilities to all Park Land:
 - i. A 300mm diameter storm sewer and Catch Basin/Manhole at 2m inside the park property line;
 - ii. A 50mm diameter water line complete with standpost at 2m inside the park property line and a water vault chamber as per city standard details for unit price contracts. The water line and water chamber will be subject to City Parks Facilities Technical Services inspection after termination of use by Owner and, prior to

acceptance and to the satisfaction of the General Manager, Recreation, Cultural and Facility Services.

- iii. 150mm diameter sanitary sewer and Manhole at 2m inside the park property line;
- iv. 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.
- v. 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 in accordance with the approved Plans and Reports referenced in Schedule "E" herein and to the satisfaction of the General Manager, Planning, Development and Building Services and the General Manager, Recreation, Cultural and Facility Services.

- (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 Lot Grading, Drainage, Erosion and Sediment Control 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 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 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.
- (g) The construction of the Base Park Improvements to the Park Land shall be completed prior to any occupancy permit of Phase 1, 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.
- (h) Before carrying out any of the Base Park Improvements on the Park Lands, the Owner must obtain, at the Owner's expense, a License of Occupation (LOO) or a Consent to Enter (CTE) from the City's Reality Initiatives & Development Branch. 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.

- (i) Once a Facility Fit Plan is submitted and after tree protection fencing has been installed accordingly, both as approved by the General Manager, Recreation, Cultural and Facility Services, the Owner may remove vegetation, trees and topsoil from the Park Land to facilitate rough grading of the area.

If the native topsoil has been removed from the Park Land, the Owner agrees to provide replacement topsoil, outside of the Park Development Budget, at a sufficient depth and quality for parks as per City Standards for park topsoil. All work shall proceed in accordance with the applicable regulations. The Owner shall level and grade such topsoil as required by the City

- (j) The City acknowledges and agrees that the Owner may use the Park Land outside of the protected park areas for the stockpiling of materials or staging as needed. The Owner agrees to conduct the stockpiling of soils in accordance with the excess soils regulation, as amended.

The Owner agrees contaminated soils shall not be stockpiled on future park areas. The Owner agrees to provide to the City documentation of the source and quality of the soils temporarily stored on the future park areas.

The Owner acknowledges and agrees that, in the event the Owner chooses to use the Park Land for stockpiling or staging, once this use of the parkland is completed, all materials will be removed from the Park Land and a geotechnical report prepared by a geotechnical engineer or geoscientist, licensed in the Province of Ontario, be submitted. The geotechnical report shall confirm that the subgrade is suitable for its intended use and that no contaminants have been deposited on the Park Land. The geotechnical report must indicate the level of soil compaction on the site and conform to City Standards, to the satisfaction of the General Manager, Planning, Development and Building Services.

The Owner agrees that any remediation required to the Park Land as result of the Owners use of the Park Land will be at the Owner's expense and will be in addition to the estimated Park Development Budget and such remediation work shall be completed to the satisfaction of the General Manager, Planning, Development and Building Services.

- (k) The Owner acknowledges and agrees to undertake a geotechnical and soils analysis of the Park Land to determine its composition and drainage characteristics to a minimum 2 metre depth. The Owner shall clearly demonstrate to the satisfaction of the General Manager, Planning, Development and Building Services that the soils in the Park Land are capable of supporting the development of park facilities such as, but not limited to, pathways, children's playgrounds, park shelters, and vegetation growth.

- (l) The Owner shall submit to the General Manager, Planning, Development and Building Services 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.

58. **Protection of Public Park Land**

- (a) Save and except as contemplated by Condition 57 herein, 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.
- (b) The Owner shall cause the lands conveyed, designated as Part X on 4R-XXXXX, 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 X on 4R-XXXXX. 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.
- (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.
- (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.

59. **Notice on Title – Parkland**

The Owner acknowledges and agrees that a notice shall be registered on title to the subject lands, at the Owner's expense. The Owner further acknowledges and agrees that such notice on title, or the clauses as written directly below, shall be

included in all agreements of purchase and sale and lease agreements to inform prospective purchasers and tenants of these matters. The notice on title shall include, but not be limited to, the following:

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 themselves, their 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.”

September 22, 2025

Date



Kersten Nitsche
Manager (A), Development Review
West, Planning, Development and
Building Services Department

Enclosure: Site Plan Control Application approval – Supporting Information

SITE PLAN CONTROL APPROVAL APPLICATION SUPPORTING INFORMATION

File Number: D07-12-24-0104

SITE LOCATION

1047 Richmond Road, 'Phase 1', as shown on Document 1.

SYNOPSIS OF APPLICATION

The subject site, 'Phase 1', is located at the northeast corner of Richmond Road and New Orchard Avenue North. 'Phase 1' covers a lot area of 5,051.7 m².

Abutting the property to the north is a residential care facility, and further north is the Kichi Zibi Mikan, multi-use pathways and the Ottawa River. Along Richmond Road are a mix of commercial buildings, low-rise and high-rise residential buildings. Immediately south of the site, the below-grade New Orchard LRT station is currently under construction. Further south, across Byron Avenue, is a low-rise residential neighbourhood.

In Phase 1, the applicant will construct a 37-storey high-rise building framed by a three-storey podium. The proposed residential units range from studios to three-bedroom units. Commercial retail spaces are located on the ground floor with active entrances along Richmond Road. Parking is proposed to be located below grade, including 30 visitor spaces, 189 residential spaces and 35 commercial spaces. 322 bicycle parking spaces are proposed both at- and below-grade. Access to the underground parking will be provided from New Orchard Avenue North. Residential amenity spaces are proposed indoors on the ground floor, on the 4th floor above the podium and on the 36th and 37th storey of the tower.

A 1,012 m² area at the southwest corner of the site will be conveyed to the City for parkland dedication to accommodate a future public park.

The application has coordinated the proposed development with the City-initiated 'Richmond Road Complete Streets' project. The Owner will convey 48.2m² of land to the City for a new bus stop along Richmond Road. The Owner will also provide an easement along the Richmond Road property line to accommodate the P118 streetlamp and its associated conduit.

Residential Units and Types

Dwelling Type	Number of Units
Apartment	425

Related Applications

The following applications are related to this proposed development:

- Official Plan Amendment – D01-01-22-0001 (Approved by Ontario Land Tribunal)
- Zoning By-law Amendment – D02-02-22-0012 (Approved by Ontario Land Tribunal)
- Lifting of Holding – D07-07-25-0006 – Application submitted

DECISION AND RATIONALE

This application is approved for the following reasons:

- The site is designated Mainstreet Corridor in the Inner Urban Transect of the Official Plan and designated Station Area in the Sherbourne and New Orchard Secondary Plan. The proposed development aligns with the policies of both plans.
- The site is zoned Traditional Mainstreet, Urban Exception 2484, with a holding symbol [TM(2484)-h] in the Zoning Bylaw. The proposed development complies with the Traditional Mainstreet zoning provisions, and site-specific urban exceptions, as approved by the Ontario Land Tribunal. The Owner will be required to Lift the Holding Symbol prior to the issuance of a building permit.
- Conditions of approval are included in this report to ensure the proposed development is constructed in conformity with the City policies and guidelines.
- Conditions of approval are also included to ensure coordination with the City's Richmond Road Complete Street Project and the construction of New Orchard LRT Station, both of which are located adjacent to the site.
- The proposal 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. Parkland dedication being provided through this application is for both Phase 1 and Phase 2 lands.

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 August 2nd 2024.

The panel's key recommendations from the formal review meeting are:

- The Panel supports the integration of complete streets and green streets into the site design. Ensure public realm relationship between POPS areas, park, and public streetscape mesh seamlessly.
- The Panel appreciates the commercial uses fronting onto the park space and Richmond Road.
- The Panel has strong concerns with the wind conditions presented from the proposed massing and recommends further molding the podium and tower massing to improve the future wind conditions on the public realm. Various recommendations on ways to explore mitigating wind conditions were shared.
- The Panel recommends limiting the vehicular presence on site by keeping the access and drop-off as tight and compact as possible, and appreciates the efforts already made.
- The Panel recommends further greening the site and public realm, preferably in a manner that coincides with greater site sustainability (e.g., LIDs, stormwater) and improves wind conditions for pedestrians.

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

- The proposal has refined the landscaping to green the site and to provide wind mitigation.
- The proposal has also advanced the relationship between the public streetscape and future park in consultation with the City-led Richmond Road Complete Streets Project and Parks and Facilities Planning Services.
- The proposal continues to provide commercial spaces at grade, activating the Richmond Road frontage.

CONSULTATION DETAILS

Councillor's Comments

Councillor Theresa Kavanagh 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

Comments received from technical agencies were sent to the applicant, who was advised to contact the agencies directly for further details and requirements.

APPLICATION PROCESS TIMELINE STATUS

This Site Plan application not processed by the On Time Decision Date. The Council approved timeline has not been met due to the complexity of the application and coordination required with the City's Richmond Road Complete Street Project and parkland conveyance.

Contact: Kimberley Baldwin Tel: 613-580-2424, ext. 23032 or e-mail: Kimberley.Baldwin@ottawa.ca

Document 1 – Location Map

