



**SITE PLAN CONTROL APPLICATION
DELEGATED AUTHORITY REPORT
MANAGER, DEVELOPMENT REVIEW, CENTRAL**

Site Location: 1309 Carling Avenue (Westgate – Phase 1)

File No.: D07-12-18-0170

Date of Application: November 8, 2018

This SITE PLAN CONTROL application submitted by Fotenn Consultants, on behalf of RioCan Real Estate Investment Fund, is APPROVED as shown on the following plan(s):

1. Site Plan – Phase 1 Westgate Lands, SP-1, prepared by Roderick Lahey Architecture, revision 24, dated July 7, 2020.
2. Site Plan – Overall Westgate Lands, SP-2, prepared by Roderick Lahey Architecture, revision 7, dated July 7, 2020.
3. Site Plan – Draft Overall Site Plan Finished Phase, SP-3, prepared by Roderick Lahey Architecture, revision 6, dated July 7, 2020.
4. North Elevation, A200, prepared by Roderick Lahey Architecture, revision 14, dated February 6, 2020.
5. South Elevation, A201, prepared by Roderick Lahey Architecture, revision 14, dated February 6, 2020.
6. East & West Elevations, A202, prepared by Roderick Lahey Architecture, revision 14, dated February 6, 2020.
7. Ground Floor Landscape – Planting Plan, L1.2, prepared by James B. Lennox & Associates Inc., dated September 2018, revision 12, dated July 27, 2020.
8. Erosion Control Plan 1309 Carling Avenue – Phase I, EC-1, prepared by DSEL, dated November 2018, revision 8 dated June 19, 2020.
9. Grading Plan 1309 Carling Avenue – Phase I, GP-1 prepared by DSEL, dated November 2018, revision 8, dated June 19, 2020.

10. Site Servicing Plan 1309 Carling Avenue – Phase I, SSP-1, prepared by DSEL, dated November 2018, revision 8, dated June 19, 2020.
11. Stormwater Management Plan 1309 Carling Avenue – Phase I, SWM-1, prepared by DSEL, dated November 2018, revision 8, dated June 19, 2020.
12. Detail Sheet 1309 Carling Avenue – Phase I, DS-1, prepared by DSEL, dated November 2018, revision 8, dated June 19, 2020.
13. Detail Sheet 1309 Carling Avenue – Phase I, DS-2, prepared by DSEL, dated November 2018, revision 8, dated June 19, 2020.

And as detailed in the following report(s):

1. Phase I Environmental Site Assessment, prepared by Golder Associates Ltd., dated December 2015, engineer seal dated January 6, 2016.
2. Phase II Environmental Site Assessment, prepared by Golder Associates Ltd., dated December 2015, engineer seal dated January 6, 2016.
3. 1309 Carling Avenue Transportation Impact Assessment Strategy Report – Rev 3, prepared by Parsons, dated May 2019, revised August 28, 2019.
4. Westgate Mall Redevelopment Phase 1 – Site Plan Update Letter, prepared by Parsons, dated July 14, 2020.
5. Geotechnical Investigation, Proposed Site Redevelopment Westgate Mall Phase 1 Ottawa, Ontario, prepared by Golder Associates Ltd., dated November 2018.
6. Addendum No. 1 – Geotechnical Investigation, Proposed Site Redevelopment, Westgate Mall Phase 1, Ottawa, Ontario, Project No.: 18106595 Rev 2, prepared by Golder Associates Ltd., dated August 9, 2019.
7. Addendum No. 2 – Geotechnical Investigation, Proposed Site Redevelopment, Westgate Mall Phase 1, Ottawa, Ontario, Project NO.: 18106595, prepared by Golder Associates Ltd, dated August 30, 2019.
8. Site Servicing and Stormwater Management Report for Riocan Holdings Inc., 1309 Carling Avenue – Phase 1, City of Ottawa, Project No.: 18-1028, Prepared by DSEL, Revision 3, dated July 2019.
9. Assessment of Adequacy of Public Services for Riocan Management Inc., 1309 & 1335 Carling Avenue, City of Ottawa, Project No.: 15-793, prepared by DSEL, Revision 2, dated May 2016.

10. Detailed Roadway Traffic Noise Assessment, Westgate Shopping Centre Redevelopment, Phase 1, Ottawa, Ontario, Report: GWE15-067 – Detailed Traffic Noise R1, prepared by Gradient Wind Engineering Inc., dated February 20, 2019.
11. Detailed Roadway Traffic Noise Assessment, Westgate Shopping Centre Development, Phase 1, GWE File No.: 15-067 – Cover Letter, prepared by Gradient Wind Engineering Inc., dated February 20, 2019.
12. Pedestrian Level Wind Study – Westgate Shopping Centre Redevelopment, Phase 1, Ottawa, Ontario, prepared by Gradient Wind Engineering Inc., dated November 6, 2018.
13. Response to 1st Engineering Comments for Wind Study, Westgate Shopping Centre Redevelopment, Phase 1, GWE File Ref.: 16-139, prepared by Gradient Wind Engineering Inc., dated January 28, 2019.
14. Lighting Letter, prepared by Quadrant and Instaelectric Company, dated June 3, 2019.
15. Grading and Stormwater Management Memorandum, prepared by DSEL engineering Ltd., dated June 19, 2020.

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

General Conditions

1. **Execution of Agreement Within One Year**
 - (a) The Owner shall enter into this Site Plan Agreement for Phase 1 of this development, including all standard and special conditions, financial and otherwise, as required by the City. The Owner acknowledges and agrees that the approval shall lapse within one (1) year of Site Plan approval if the Owner has not executed this Agreement and has not completed the conditions required to be satisfied prior to execution of this Agreement.
 - (b) The Owner shall submit an application to the General Manager, Planning, Infrastructure and Economic Development for any additional site development and for each subsequent phase of the overall proposed development prior to the issuance of any building permits. For each subsequent development application approval, the Owner shall enter into a site development agreement with the City, which shall be registered on title to the respective development lands at the Owner's sole expense and to the satisfaction of the City.

2. **Permits**
The Owner shall obtain such permits as may be required from Municipal or Provincial authorities and shall file copies thereof with the General Manager, Planning, Infrastructure and Economic Development Department.
3. **Barrier Curbs**
The Owner acknowledges and agrees that the parking areas and entrances shall have barrier curbs and shall be constructed in accordance with the approved drawings of a design professional, such drawings to be approved by the General Manager, Planning, Infrastructure and Economic Development Department.
4. **Water Supply for Fire Fighting**
The Owner shall provide adequate water supply for fire fighting for every building. Water supplies may be provided from a public water works system, automatic fire pumps, pressure tanks or gravity tanks.
5. **Reinstatement of City Property**
The Owner shall reinstate, at its expense and to the satisfaction of the General Manager, Planning, Infrastructure and Economic Development 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.
6. **Construction Fencing**
The Owner acknowledges and agrees to install construction fencing, at its expense, in such a location as may be determined by the General Manager, Planning, Infrastructure and Economic Development Department.
7. **Construct Sidewalks**
The Owner shall design and construct sidewalk(s) within public rights-of-way or on other City owned lands to provide a pedestrian connection from or to the site as may be determined by the General Manager, Planning, Infrastructure and Economic Development. Such sidewalk(s) shall be constructed to City Standards.
8. **Extend Internal Walkways**
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, Infrastructure and Economic Development.
9. **Completion of Works**
 - a) The Owner acknowledges and agrees that no building (or no new building if existing building on site) will be occupied on the Phase 1 lands, nor will the Owner convey title to any such building or lot until all requirements with respect to completion of the Phase 1 Works, as identified in this Agreement, have been carried out and received Approval by the General

Manager, Planning, Infrastructure and Economic Development, including the installation of municipal numbering provided in a permanent location visible during both day and night and the installation of any street name sign on relevant streets. Notwithstanding the non-completion of the foregoing Works, occupancy of a lot or structure may otherwise be permitted, if in the sole opinion of the General Manager, Planning, Infrastructure and Economic Development, the aforesaid Works are proceeding satisfactorily toward completion. The Owner shall obtain the prior consent of the General Manager, Planning, Infrastructure and Economic Development for such occupancy in writing.

- (b) Until all requirements with respect to completion of the Phase 1 Works as identified in this Agreement have been carried out and received Approval by the General Manager, Planning, Infrastructure and Economic Development, the Owner shall give notice to the City of a proposed conveyance of title to any building at least thirty (30) days prior to any such conveyance. No conveyance of title to any building shall be effective unless the Owner has complied with this provision.
- (c) Nothing in this clause shall be construed as prohibiting or preventing the approval of a consent for severance and conveyance for the purposes of obtaining financing.

10. **Waste Reduction Workplan Summary**

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

11. **Maintenance and Liability Agreement**

The Owner acknowledges and agrees it shall be required to enter into a Maintenance and Liability Agreement for all plant and landscaping material (except municipal trees), and decorative paving placed in the City's right-of-way along Carling Avenue and Merivale Road in accordance with City Specifications, and 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.

12. **Snow Storage**

Any portion of the lands which is intended to be used for snow storage shall be shown on the approved Site Plan or as otherwise approved by the General

Manager, Planning, Infrastructure and Economic Development. The grading and drainage patterns and/or servicing of the site shall not be compromised by the storage of snow. Snow storage areas shall be setback a minimum of 1.5 metres from property lines, foundations, fencing or landscaping. Snow storage areas shall not occupy driveways, aisles, required parking spaces, or any portion of a road allowance.

13. **Exterior Lighting**

All exterior lighting proposed for the subject lands shall be installed only in the locations and in accordance with specifications shown on the approved plans referenced herein unless otherwise approved in writing by the General Manager, Planning, Infrastructure and Economic Development Department. Sharp cut-off fixtures or in exceptional circumstances only, an alternative fixture design approved by the General Manager, Planning, Infrastructure and Economic Development Department, shall be used to minimize possible lighting glare onto adjacent properties. It is noted that exterior lighting includes exterior building lighting.

Special Conditions

1. **On-Site Parking**

(a) The Owner acknowledges and agrees that units within the proposed building may not be provided with on-site parking. In the event any future tenant or purchaser wishes to have parking, the Owner acknowledges that alternative and lawful arrangements may need to be made to address parking needs at an alternate location and such arrangements are solely the responsibility of the person seeking parking. The Owner further acknowledges and agrees the availability and regulations governing on-street parking vary; that access to on-street parking, including through residential on-street parking permits issued by the City, cannot be guaranteed now or in the future; and that a tenant or purchaser intending to rely on on-street parking for their vehicle or vehicles does so at their own risk.

(b) The Owner acknowledges and agrees that a notice-on-title respecting on-site parking, shall be registered on title to the Lands, at the Owner's expense, and a warning clause shall be included in all agreements of purchase and sale and lease agreements.

2. **Notice on Title – On-Site Parking**

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

“The Purchaser/Lessee for himself, his heirs, executors, administrators, successors and assigns acknowledges being advised that the unit being

sold/rented may not be provided with any on-site parking. Should the Purchaser/Lessee have a vehicle for which they wish to have parking, alternative and lawful arrangements may need to be made to address their parking needs at an alternate location and that such arrangements are solely the responsibility of the person seeking parking. The Purchaser/Lessee acknowledges that the availability and regulations governing on-street parking vary; that access to on-site street parking, including through residential on-street parking permits issued by the City of Ottawa, cannot be guaranteed now or in the future; and that the Purchaser/Lessee intending to rely on on-street parking for their vehicle or vehicles does so at their own risk.

The Purchaser/Lessee covenants with the Vendor/Lessor that the above clause, verbatim, shall be included in all subsequent agreements of purchase and sale and lease agreements for the lands described herein, which covenant shall run with the said lands.”

3. Noise Control Attenuation Measures

The Owner acknowledges and agrees to implement the noise control attenuation measures recommended in the approved Detailed Roadway Traffic Noise Assessment referenced in Schedule “E” of this Agreement (the “Noise Assessment”) as follows:

- (a) each unit is to be equipped with central air conditioning;
- (b) prior to the issuance of a building permit, a review of building components (windows, walls, doors) is required and must be designed to achieve indoor sound levels within the City’s and the Ministry of the Environment, Conservation and Parks’ noise criteria;
- (c) notice respecting noise shall be registered against the subject lands, at no cost to the City, and a warning clause shall be included in all agreements of purchase and sale or lease agreements, as detailed below.

4. 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:

“The Purchaser/Lessee for himself, his heirs, executors, administrators, successors and assigns acknowledges being advised that despite the inclusion of noise control features in this development and within the building units, sound levels due to increasing roadway traffic may, on occasion, interfere with some activities of the dwelling occupants as the sound levels exceed the sound level limits of 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:

- i. Sound Transmission Class ("STC") rated multi-pane glazing elements and spandrel panels consisting of:
 - a. STC 36 for all north, east, south and west façade bedrooms
 - b. STC 36 for all north, east, south and west façade living rooms:
 - c. STC 26 for all north, east, south and west façade retail:
- ii. STC rating of 45 for all exterior walls (north, east, south and west façades)

The Purchaser/Lessee for himself, his heirs, executors, administrators, successors and assigns acknowledges being advised that this dwelling unit has been designed 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 ensure that provincial sound level limits are not exceeded, it is important to maintain these sound attenuation features.

The Purchaser/Lessee for himself, his heirs, executors, administrators, successors and assigns acknowledges being advised that despite this inclusion of noise control features in this 24-storey mixed-use building and within building units, noise levels from increasing roadway traffic on Carling Avenue and Merivale Road may be of concern, occasionally interfering with some activities of the dwelling occupants, as the outdoor sound levels exceed the City of Ottawa's and the Ministry of the Environment, Conservation and Park's noise criteria.

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."

5. Certification Letter for Noise Control Measures

- (a) The Owner acknowledges and agrees that upon completion of the development and prior to occupancy and/or final building inspection, it shall

retain a Professional Engineer, licensed in the Province of Ontario with expertise in the subject of acoustics related to land use planning, to visit the Lands, inspect the installed noise control measures and satisfy himself that the installed recommended interior noise control measures comply with the measures in the Detailed Roadway Traffic Noise Assessment and its Cover Letter, both referenced in Schedule "E" hereto, as approved by the City and/or the approval agencies and authorities (The Ministry of the Environment, Conservation and Parks) or noise thresholds identified in the City's *Environmental Noise Control Guidelines*. The Professional Engineer shall prepare a letter to the General Manager, Planning, Infrastructure and Economic Development (the "Certification Letter") stating that he certifies acoustical compliance with all requirements of the applicable conditions in this Agreement, to the satisfaction of the General Manager, Planning, Infrastructure and Economic Development.

- (b) The Certification Letter shall be unconditional and shall address all requirements as well as all relevant information relating to the development, including project name, lot numbers, building identification, drawing numbers, noise study report number, dates of relevant documents and, in particular, reference to the documents used for the building permits and site grading applications. The Certification Letter(s) shall bear the certification stamp of a Professional Engineer, licensed in the Province of Ontario, and shall be signed by said Professional Engineer, and shall be based on the following matters:
 - (i) Actual site visits, inspection, testing and actual sound level readings at the receptors;
 - (ii) Previously approved Detailed Noise Control Studies, Site Plan and relevant approved Certification Letters (C of A) or Noise thresholds of the City's *Environmental Noise Control Guidelines*; and
 - (iii) Non-conditional final approval for release for occupancy.
- (c) All of the information required in subsections (a) and (b) above shall be submitted to the General Manager, Planning, Infrastructure and Economic Development, and shall be to his satisfaction.

6. Stationary Noise Study

Prior to issuance of a building permit, the Owner acknowledges and agrees that it shall retain the services of a Professional Engineer, licensed in the Province of Ontario, to provide a stationary noise study for review by the City further to City comments and requirements. The Owner further acknowledges and agrees that it shall provide the General Manager, Planning, Infrastructure and Economic

Development with confirmation issued by the Professional Engineer that the Owner has complied with all recommendations and provisions of the stationary noise study prior to building occupancy, confirmation shall be to the satisfaction of the General Manager, Planning, Infrastructure and Economic Development.

7. Below Grade Parking Areas and Depressed Driveways

- (a) The Owner acknowledges and agrees that during major storm events, depressed driveways and below grade parking areas may be subject to flooding due to drainage from the road allowance. The Owner further acknowledges and agrees that the City shall not be liable for flooding claims. The Owner further acknowledges that it is recommended that backwater valves be installed on catch basins located in depressed driveways.
- (b) The Owner acknowledges and agrees that a notice-on-title respecting below grade parking areas and depressed driveways, shall be registered on title to the Lands, at the Owner's expense, and a warning clause shall be included in all agreements of purchase and sale and lease agreements.

8. Notice on Title – Below Grade Parking Areas and Depressed Driveways

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

“The Purchaser/Lessee for himself, his heirs, executors, administrators, successors and assigns acknowledges being advised that during major storm events, depressed driveways and below grade parking areas may be subject to flooding due to drainage from the road allowance. The Purchaser/Lessee further acknowledges being advised that the City of Ottawa shall not be held liable for flooding claims. Backwater valves are recommended for installation on catch basins located in depressed driveways.

The Purchaser/Lessee covenants with the Vendor/Lessor that the above clauses, verbatim, shall be included in all subsequent agreements of purchase and sale and lease agreements for the lands described herein, which covenant shall run with the said lands.”

9. 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 and Addendum No. 1 and Addendum No. 2 (“Addendums”), all referenced in Schedule “E” herein, are fully

implemented. The Owner further acknowledges and agrees that it shall provide the General Manager, Planning, Infrastructure and Economic Development with confirmation issued by the geotechnical engineer that the Owner has complied with all recommendations and provisions of the Geotechnical Investigation and Addendums thereto, 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, Infrastructure and Economic Development.

10. Protection of City Sewers

- (a) Prior to the issuance of a building permit, the Owner shall, at its expense:
 - (i) provide the General Manager, Planning, Infrastructure and Economic Development with the engineering report from a Professional Engineer, licensed in the Province of Ontario, which report shall outline the impact of the proposed building's footing and foundation walls on the City sewer system that crosses the Carling Avenue and Merivale Road frontages (the "City Sewer System") within limits of Phase 1 of this development, and the impact of the existing City Sewer System on the building's footing and foundation walls;
 - (ii) obtain a legal survey acceptable to the General Manager, Planning, Infrastructure and Economic Development and the City Surveyor, showing the existing City Sewer System within Carling Avenue and Merivale Road, in proximity to the development site (within limits of Phase 1), and the location of the proposed building and its footings in relation to the City Sewer System;
 - (ii) obtain a video inspection of the City Sewer System within Carling Avenue and Merivale Road, in proximity to the development site (within limits of Phase 1), 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, Infrastructure and Economic Development.
- (b) Upon completion of construction on the Lands, the Owner shall, at its expense and to the satisfaction of the General Manager, Planning, Infrastructure and Economic Development:
 - (i) obtain a video inspection of the existing City Sewer System within Carling Avenue and Merivale Road, in proximity to the development site (within limits of Phase 1), 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 Carling Avenue and Merivale Road, in proximity to the development site (within limits of Phase 1), and compensate the City

for the full amount of any required repairs to the City Sewer System.

11. Requirement for a Grease Trap

In accordance with the City's Sewer Use By-law, being By-law No. 2003-514, as amended, the Owner acknowledges and agrees to install a grease trap on the internal sanitary plumbing system when a restaurant is established on the lands.

12. Requirement for Grease and Oil Interceptor

The Owner shall, in accordance with the City's Sewer By-law, being By-law No. 2003-514, as amended, install a grease and oil interceptor on the internal sanitary plumbing system in such a location where the storage or repair of vehicles occurs.

13. Use of Explosives and Pre-Blast Survey

(a) 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, in particular, those within seventy-five (75) metres of the location where explosives are to be used. 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 (the "Notification Letter").

(b) The Owner acknowledges and agrees that the Notification Letter(s) shall be in compliance with City Standard S.P. No. F-1201 and to the satisfaction of the General Manager, Planning, Infrastructure and Economic Development. Pursuant to City Standard S.P. No. F-1201, the Owner or its agents, contractors and subcontractors shall provide written notice to all owners and tenants of any building and/or facility located within a minimum of one hundred and fifty (150) metres from the blasting location at a minimum of fifteen (15) business days prior to any blasting. The Owner further acknowledges and agrees that it shall provide a copy of the Notification Letter(s) to the General Manager, Planning, Infrastructure and Economic Development prior to any blasting activities.

14. Vibration Monitoring

The Owner acknowledges and agrees that, as a result of this development, vibration monitoring shall be required in order to help ensure the integrity of the existing 1220 mm backbone watermains located within Carling Avenue and Merivale Road adjacent to this development site (the "City Watermains"). The Owner further acknowledges and agrees that all costs associated with such

vibration monitoring shall be the Owner's responsibility, and that the proposed limits for vibration monitoring are to meet the following criteria:

(a) Scope of Work:

The construction activities listed below shall be subject to all requirements for continuous vibration monitoring to the City Watermains during all phases of construction within fifteen (15m) metres of the City Watermains, including but not limited to, all on-site work activities required for:

- (i) The installation of a protection system prior to utility installations.
- (ii) Earth excavation and backfilling operations for the watermain, sanitary sewer and service installations.
- (iii) Excavation and backfill to construct the roadway and sidewalks.
- (iv) Placement and Compaction of granular materials and asphalt pavement.

Prior to issuance of a building permit, and at the Owner's expense, the Owner acknowledges and agrees to retain the services of a Professional Engineer, licensed in the Province of Ontario, with a minimum of five (5) years of experience in the field of vibration monitoring (the "Vibration Monitoring Specialist Engineer") to develop a vibration monitoring plan, undertake monitoring procedures as specified herein, ensure general conformance with City Standards or Specifications and to issue certificate(s) of conformance signed and sealed by the Vibration Monitoring Specialist Engineer, all to the satisfaction of the General Manager, Planning, Infrastructure and Economic Development.

(b) Submissions and Design Requirements:

At least four (4) weeks prior to issuance of a building permit, the Owner shall submit a copy of the vibration monitoring plan to the General Manager, Planning, Infrastructure and Economic Development for his review and approval. The Owner acknowledges and agrees that all submissions provided to the City for vibration monitoring shall bear the signature and seal of the Vibration Monitoring Specialist Engineer. The Owner shall retain a copy of the approved vibration monitoring plan at the site during all vibration monitoring operations.

The vibration monitoring plan shall be prepared, at the Owner's expense, in accordance with City Standards or Specifications, and at a minimum, contain the following specific information:

- (i) Qualifications of the Vibration Monitoring Specialist Engineer.
- (ii) Proposed instrumentation/equipment and calibrations.
- (iii) Proposed location of instruments.
- (iv) Proposed method of installation.
- (v) Proposed frequency of readings.
- (vi) Proposed schedule for issuing certificates of conformance.
- (vii) Proposed monitoring triggers and precautionary actions.
- (viii) The proposed monitoring triggers shall specify precautionary action items to be taken by the Owner at several vibration ranges as the monitored vibration approaches the specified vibration limit in order to alert the Owner

that the vibration limit is being approached and to ensure that the vibration limit is not exceeded.

The Owner shall notify the City in writing that the vibrations measured at the City Watermains have not exceeded the acceptable limits as determined by the Vibration Monitoring Specialist Engineer, at one-hour intervals for all activities identified in Clause 25(a) above.

The Owner shall make all vibration data available to the General Manager, Planning, Infrastructure, and Economic Development at all times, as well as submit three (3) copies of the vibration monitoring results at the end of each day that work is carried out on the activities identified above requiring continuous vibration monitoring. The Owner shall submit three (3) copies of the vibration monitoring results during all other construction activities requiring vibration monitoring at the end of each week to the General Manager, Planning, Infrastructure and Economic Development.

(c) Equipment:

(i) The Owner acknowledges and agrees that vibration monitoring shall be carried out with Instantel MiniMate Plus Series III digital seismographs or an equivalent approved by the General Manager, Planning, Infrastructure and Economic Development, capable of monitoring on a continuous basis and providing peak levels at regular intervals (no greater than five (5) minutes) as well as full waveform data. The vibration monitoring equipment shall be capable of measuring vibration intensities up to 254 mm/s at a frequency response of 2 to 250 Hz in the vertical, transverse and radial directions. The vibration monitors shall be equipped with a real time warning system consisting of either a red flashing light or an air horn to alert when a threshold value has been reached. The vibration monitors shall be capable of withstanding saturated conditions and require watertight connections.

(ii) The Owner further acknowledges and agrees that the vibration monitoring equipment shall have been calibrated within the last six (6) months prior to the commencement of any operations requiring vibration monitoring. Proof of calibration shall be submitted to the General Manager, Planning, Infrastructure and Economic Development prior to the commencement of any monitoring operations.

(d) Construction, Installation and Maintenance of Monitoring Equipment:

The Owner acknowledges and agrees that any vibration monitors (seismographs) for the vibration monitoring shall be installed directly on the City's Watermain, as follows:

TABLE 1 – VIBRATION MONITORING LOCATIONS

Watermain Location Description	& Maximum Seismograph Spacing	Minimum Number of Seismographs
1220 mm backbone watermain on north side of Merivale Road between Island Park Drive and Carling Avenue	10 m	9
1220 mm backbone watermain on north side of Carling Avenue from Merivale Road to western limits of Phase 1 for this development	10 m	6

The Owner further acknowledges and agrees that the vibration monitors (seismographs) shall be installed using a hydraulic-vacuum excavator. A hole shall be advanced through the existing asphalt and backfill to the top of the pipe with the hydraulic-vacuum excavator. Control of groundwater inflow may be required. The vibration monitor (seismograph) shall then be lowered into place on top of the watermain and coupled to the substrate, and the hole backfilled with native material to hold the seismograph in place.

Vibration monitoring is required when work is within fifteen (15 m) metres of the areas identified for vibration monitoring. The vibration monitoring program shall be in place a minimum of five (5) days prior to the work commencing in these areas to confirm observed background levels.

The installed instrumentation described above shall be inspected and serviced by the Owner on a bimonthly basis, or more frequently if required due to on-site conditions, at all locations where the seismographs are within the fluctuating seasonal groundwater table. For instrumentation buried above the seasonal groundwater fluctuations, inspection and servicing shall be every three (3) months unless on-site conditions require otherwise. The Owner shall maintain inspection and servicing record logs of the vibration monitors (seismographs), which shall be made available for review by the City upon request.

In the event that a sensor within the vibration monitors (seismographs) instrumentation is no longer functioning, the Owner acknowledges and agrees it shall:

- (i) Immediately notify the General Manager, Planning, Infrastructure and Economic Development;
- (ii) Stop all construction operations that are within fifteen (15 m) metres of the areas identified in Table which construction activities are subject to vibration monitoring requirements; and
- (iii) Notify the General Manager, Planning, Infrastructure and Economic Development when the sensor is put back into operation.

(e) Monitoring:

The Owner acknowledges and agrees it shall ensure that the Vibration Monitoring Specialist Engineer is on site monitoring readings for the full duration of all foundation or below grade construction and backfilling operations, and all construction operations above any watermain.

The Owner further acknowledges and agrees that initial testing shall be carried out at the start of each construction activity requiring vibration monitoring, as identified in Clauses X(a) and (d) above to determine the dominant frequency of the operation. Vibration monitoring instrumentation shall be installed directly on the pipe immediately adjacent to the construction location prior to commencing operations, and analysis shall be carried out by the Vibration Monitoring Specialist Engineer to determine the dominant frequency of the operation as soon as sufficient vibration data has been obtained. If necessary, the Owner shall alter the procedure for the construction operation being assessed. The revised plan shall be reviewed, signed and sealed by the Vibration Monitoring Specialist Engineer and submitted to the General Manager, Planning, Infrastructure and Economic Development. Subsequent construction activities shall not be carried out until the Vibration Monitoring Specialist Engineer has confirmed that the dominant frequency is within the limits specified herein and has instructed the Owner to proceed.

The Owner acknowledges and agrees that following vibration threshold criteria shall apply:

Element	Frequency (Hz)	Peak Particle Velocity (mm/sec)	Required Action	Description of Event
Structure, Pipelines and all other operations	≤ 40	15 - 20	Warning: investigate activities	Amber warning light illuminated
		≥ 20	Cease all operations and investigate	Red warning light illuminated – vibration is in excess of permitted limit
		< 15	No action required	
Structure, Pipelines and all other operations	≥ 40	40 - 50	Warning: investigate activities	Amber warning light illuminated
		≥ 50	Cease all operations and investigate	Red warning light illuminated – vibration is in excess of permitted limit
		< 40	No action required	

After the initial testing is complete, construction work shall commence from the location furthest from the monitored utility in order to assess the vibration levels during the operations of activities specified in. Clause X(a) hereinabove. Analysis shall be carried out by the Vibration Monitoring Specialist Engineer to determine

the dominant frequency of the operation as soon as sufficient vibration data has been obtained. If necessary, the Owner shall alter the procedure(s) and/or method(s) of operation for the construction operation. The revised procedure shall be reviewed, signed and sealed by the Vibration Monitoring Specialist Engineer, and submitted to the General Manager, Planning, Infrastructure and Economic Development for his review and approval.

The results shall be submitted to the General Manager, Planning, Infrastructure and Economic Development after each construction activity requiring vibration monitoring has been completed and at one-hour intervals during the construction activities listed within Clause X(a) above prior to continuing with subsequent work.

If hoe-ramming is required for rock excavation, the vibration instruments shall be monitored on a continuous basis by the Vibration Monitoring Specialist Engineer.

If the vibration limits are exceeded, all construction activities for this site shall be stopped immediately. If the readings are not within the limits stated above, the Owner shall alter the procedure and/or method(s) of operation for the construction activity until the vibrations are within acceptable levels.

If at any time the vibration limit is exceeded during execution of the construction activities to which vibration monitoring is required (i.e. those listed in Clause X(a) hereinabove), the Vibration Monitoring Specialist Engineer shall immediately advise the Owner that the vibration limit has been exceeded. The Owner shall immediately cease all operations when the vibration limit has been exceeded and shall adjust the method (s) of operation until vibration limits are not exceeded. The testing requirements specified in this Agreement shall be repeated to confirm that the vibration limits are not exceeded under execution of the adjusted method (s) of operation. The Owner shall not be entitled to additional compensation for delays resulting from adjustments to the Owner's method (s) of operation so that vibration limits are not exceeded. All costs for delays resulting from adjustments to the Owner's method (s) of operation shall be at no expense to the Owner.

15. High-Pressure Transmission Watermain

Prior to any Works being commenced onsite, and in order to help ensure the integrity of the high-pressure transmission watermain located in proximity to the west boundary of the site that carries a significant portion of the entire water supply for the City of Ottawa, the Owner acknowledges and agrees to undertake the following:

- a. Develop a site-specific Settlement and Vibration Monitoring Program (the "Program"), stamped by a Professional Engineer licensed in the Province of Ontario with expertise in the field of vibration monitoring, and to submit the Program to the General Manager, Planning, Infrastructure and Economic Development for its review and approval
- b. In the event that levels of vibration and underground soil movement exceed the maximum limits outlined in the approved Program, the Owner agrees it

shall cease all construction activities immediately and implement, at its sole expense, the necessary correction measures. The Owner further agrees to notify the City immediately and resubmit a revised work plan to the General Manager, Planning, Infrastructure and Economic Development for its review and approval;

- c. In the event that levels of vibration momentarily exceed the maximum limits outlined in the approved Program, but the Owner's on-site consultant is of the professional opinion that no danger exists, the Owner may continue to proceed with the Work by a different means that is consistent with the approved Program, and does not further cause the levels of vibration and/or settlement to exceed the maximum limits outlined therein. Prior to proceeding with the Works, the exceedance shall be reported to the Construction Services Branch of the City
- d. In the event that emergency repairs to the high-pressure transmission watermain are required, the Owner shall reimburse the City for the cost of any such repairs, to the satisfaction of the General Manager, Planning, Infrastructure and Economic Development Department.
- e. The City reserves the right to issue a stop work order for the construction of this development in the event of any incident which would adversely affect the City's requirement to provide safe drinking water. This may include, but is not limited to, a leak or failure of the high-pressure transmission watermain and/or a failure at one of the water purification plants. Where the stop work order is for a period of twenty-four (24) hours or less, the City is not responsible for any delay claim billed by the Owner. No inference of liability is to be taken from these conditions for any period longer than twenty-four (24) hours.
- f. Prior to execution of this Agreement, the Owner shall submit a certificate of liability insurance in a form acceptable to the City wherein the Owner is the named insured and the City is added as an additional insured thereunder. The limits of the policy shall be in the amount of twenty-five million (\$25,000,000) dollars and shall be kept in full force and effect for the term of the construction work.

16. Record of Site Condition

Prior to the issuance of a building permit, the Owner shall submit to the General Manager, Planning, Infrastructure and Economic Development and the Chief Building Official a Record of Site Condition ("RSC") completed in accordance with the *Environmental Protection Act, R.S.O. 1990, c. E.19*, O.Reg. 153/04, as amended ("O.Reg. 153/04"), and shall be acknowledged by the Ministry of the Environment, Conservation and Parks. The RSC shall confirm that all or part of the site will be 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. No further Works will be permitted until the RSC is submitted. Where available information reveals that contamination extends into a City right-of-way and submission of a RSC is not possible, a building permit may be issued 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, Infrastructure and Economic Development.

17. Soil Management

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

18. Groundwater Management

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

19. Existing Wells

The Owner acknowledges and agrees to decommission groundwater monitoring wells located on the lands, if they are no longer required, in accordance with R.R.O. 1990, Regulation 903: Wells under the (Ontario Water Resources Act, R.S.O. 1990, c.O.40), as amended.

20. Cash-in-Lieu of Parkland

The cash-in-lieu of parkland area for Phase 1 has been based on Part 1, 2, and 3 of Plan 4R-32449. Upon execution of this Agreement, the Owner shall pay cash-in-lieu of parkland in the amount of \$208,173.42, as referenced in Schedule "B" herein. The Owner shall also pay the parkland appraisal fee of \$500.00 plus H.S.T. of \$65.00. Pursuant to the City's Parkland Dedication By-law, being By-law No. 2009-95, as amended, 40% of said funds collected shall be directed to City wide funds, and 60% shall be directed to Ward 15 funds.

21. Site Lighting Certificate

- (a) The Owner acknowledges and agrees, prior to the issuance of a building permit, to provide the City with a certificate and photometric plan 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
 - (iii) 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, Infrastructure and Economic Development, from a Professional Engineer, licensed in the Province of Ontario, that the site lighting has been constructed in accordance with the Owner's approved design plan.

22. Installation of Signs on Private Property

The Owner acknowledges and agrees it shall obtain approval from the Chief Building Official, Building Code Services prior to installation of any signs on the subject lands. The Owner further acknowledges and agrees that any such signs shall be installed in a location to the satisfaction of the Chief Building Official, Building Code Services and the General Manager, Planning, Infrastructure and Economic Development, and in accordance with the City's Permanent Signs on Private Property By-law, being By-law No. 2016-326, as amended.

23. Inlet Control Devices

The Owner acknowledges and agrees to install and maintain in good working order the required roof-top and in-ground stormwater inlet control devices, as detailed on the approved Site Servicing Plan, Stormwater Management Plan and Detail Sheet, and as recommended in the approved Assessment of Adequacy of Public Services and Site Servicing and Stormwater Management Report, all plans and reports 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.

24. Soleno SC34 Stormchamber

The Owner acknowledges and agrees to install, at its own expense, and to maintain

in good working order the required stormchamber as recommended in the approved Site Servicing and Stormwater Management Report. The Owner further acknowledges and agrees to assume all maintenance and replacement responsibilities, in perpetuity, including inspection and debris build-up removal every twelve (12) months, as identified in the said Site Servicing and Stormwater Management Report, and to keep all records of inspection and maintenance in perpetuity and make said records available for inspection upon demand by the City. All costs associated with the required stormchamber shall be the Owner's responsibility.

25. 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 Record 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, Infrastructure and Economic Development.

26. Stormwater Management Memorandum

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

27. 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, Infrastructure and Economic Development shall have the right at all times to inspect the installation of the Works. The Owner acknowledges and agrees that should it be found in the sole opinion of the General Manager, Planning, Infrastructure and Economic Development that such personnel are not on site or are incompetent in the performance of their duties, or that the said Works are not being carried out in accordance with the approved plans or Specifications and in accordance with good engineering practice, then the General Manager, Planning, Infrastructure and Economic Development may order all Work in the project to be stopped, altered, retested or changed, to the satisfaction of the General Manager, Planning, Infrastructure and Economic Development.

28. 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, Infrastructure and Economic Development with certificates of compliance issued by a Professional Engineer, licensed in the Province of Ontario, confirming that all recommendations and provisions have been implemented in accordance with the approved plans and reports.

29. Site Dewatering

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

30. Permit to Take Water

If required, the Owner acknowledges and agrees to obtain, prior to starting the project, an approved temporary Permit to Take Water application from the Ministry of the Environment, Conservation and Parks in accordance with O. Reg. 387/04 – 'Water Taking and Transfer' under the *Ontario Water Resources Act*, R.S.O. 1990, c.O.40, to the satisfaction of the General Manager, Planning, Infrastructure and Economic Development.

31. 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 measuring 5.0 metres x 5.0 metres at the corner of Carling Avenue and Merivale Road. 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. The Owner further 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.

32. Road Widenings

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 Carling Avenue frontage, measuring 22.25 metres from the existing centreline of pavement and across the complete Merivale Avenue frontage, measuring 15 metres from the existing centreline of pavement. 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. The Owner further 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.

33. Traffic Impact Assessment

The Owner has undertaken a Transportation Impact Assessment Strategy Report for this site, which report is referenced in Schedule "E" attached hereto, to determine the infrastructure and programs needed to mitigate the impact of the proposed development on the local transportation network and to establish the site design features needed to support system-wide transportation objectives. The Owner shall ensure that the recommendations of the Transportation Impact Assessment Strategy Report are fully implemented, to the satisfaction of the General Manager, Planning, Infrastructure and Economic Development.

34. Tree Permits

The Owner acknowledges and agrees that any trees to be removed shall be removed in accordance with an approved Tree Permit, the approved Landscape Plan, and in accordance with the City's Urban Tree Conservation By-law, being By-Law No. 2009-200, as amended. The Owner further acknowledges and agrees that a copy of the approved Tree Permit and the approved Tree Conservation Report and Landscape Plan shall be posted on the construction site at all times until Approval is granted by the City for such Works.

35. Tree Protection

The Owner acknowledges and agrees that all trees to be retained, as shown on the approved Landscape Plan, referenced in Schedule "E" herein, shall be protected in accordance with the City's required tree protection measures. At a minimum, the following tree protection measures shall be applied during all on-site works:

- (a) Erect a fence at the critical root zone (CRZ) of trees, defined as ten (10 cm) centimetres from the trunk for every centimetre of trunk DBH (i.e., CRZ=DBH x 10cm);
- (b) Tunnel or bore when digging within the CRZ of a tree;
- (c) Ensure that exhaust fumes from all equipment are not directed towards any tree's canopy;
- (d) Do not place any material or equipment within the CRZ of the tree;
- (e) Do not attach any signs, notices or posters to any tree;
- (f) Do not raise or lower the existing grade within the CRZ without the approval of the General Manager, Planning, Infrastructure and Economic Development; and
- (g) Do not damage the root system, trunk or branches of any tree.

36. Replacement Trees on City's Right-of-Way

Prior to registration of this Agreement, the Owner acknowledges and agrees it shall pay the sum of \$1,200.00 to the City of Ottawa as compensation for the removal of two (2) healthy crab apple trees located within the City's right-of-way along Merivale Road. Upon receipt of compensation, the City's Parks, Forestry and Stormwater Services will provide the Owner with written approval, at which time the Owner may make arrangements with a contractor to remove the said crab apple trees, at the Owner's expense.

37. Phased Site Development

- (a) The Owner acknowledges and agrees that this Site Plan control approval relates only to Phase 1 of a multi-phase development of the lands, of which the Phase 1 lands form part of. Further site plan approval(s) will be required in order to obtain any building permit to develop the remainder of the lands known municipally as 1309 Carling Avenue. The Owner acknowledges and agrees that a restrictive covenant prohibiting development in the absence of additional site plan approval(s) shall be registered on title to the remaining lands, and a notice to purchasers clause shall be included in all agreements of purchase and sale for all subsequent Phases in this development.
- (b) The Owner acknowledges and agrees that a notice-on-title respecting the phasing of this development, shall be registered on title to the Lands, at the Owner's expense, and a warning clause shall be included in all agreements of purchase and sale and lease agreements.

38. Right-of-Way Improvements

The Owner acknowledges and agrees to construct a cycle track and required right-of-way improvements along the Carling Avenue frontage in Phase 2 of the Westgate Shopping Centre redevelopment. The Owner further acknowledges and agrees to construct a cycle track and required right-of-way improvements along the Merivale Avenue frontage in the final phases of the Westgate Shopping Centre redevelopment. All associated costs shall be the Owner's responsibility.

39. Future Phases – Privately Owned Public Space (POPS) Development

The Owner acknowledges and agrees to construct, at its expense, at least forty percent (40%) of the Westgate Shopping Centre's Privately-Owned Public Space ("POPS") in Phase 2 of the Westgate Shopping Centre redevelopment. The remaining construction of the POPS shall take place in the final redevelopment phases. All associated costs shall be the Owner's responsibility.

40. Pre-Construction Meeting

Prior to issuance of a building permit, the Owners shall conduct a public meeting involving the surrounding neighbourhood and the Ward Councillor's office, the purpose of which is to provide information with respect to the timing and staging of construction activities for the site, including but not limited to the location of staging activities, and the location of parking and intended access routes for associated construction vehicles.

41. Funds for Crossing Guard

The Owner acknowledges and agrees it shall make arrangements with the Ottawa Safety Council for the employment of a crossing guard, and the Owner shall provide it with a total sum of \$13,946.10 for said crossing guard. The crossing guard will be positioned at a location to be decided in the future based on an assessment that will determine where the crossing guard would be most needed in order to assist residents in crossing the street. The Owner further acknowledges and agrees to maintain the crossing guard for a total of six (6) months during the excavation period that would cover the school year.

42. Access over Hydro One Networks Inc. Lands

The Owner acknowledges and agrees to enter into an easement, or document similar in effect, with Hydro One Networks Inc. confirming the creation of a right-of-way/easement for access within the Hydro One Networks Inc. lands, for its use by the Owner and by the invitees, agents, employees, and contractors of the Owner and the Owner's successors and assigns, in perpetuity for access and egress to the property by persons and vehicles. The Owner further acknowledges and agrees that the easement shall be to the satisfaction of the General Manager, Planning, Infrastructure and Economic Development. The appropriate evidence of

such an easement shall be registered on title to the Hydro One Networks Inc. lands and filed with the General Manager, Planning, Infrastructure and Economic Development. The Owner acknowledges that this is a mandatory precondition for site plan approval and that failure to obtain same may, among other things, require the revision of the site plan.

43. **Works within Hydro One Network Inc. Lands**

The Owner acknowledges and agrees to obtain a letter of acceptance or a document similar in effect, which confirms that Hydro One Networks Inc. has reviewed and approved the proposed Works, within Hydro One Networks Inc. lands, as shown on the approved Site Plan. The Owner further acknowledges and agrees that the said letter shall acknowledge that the Owner has reached an agreement with Hydro One Networks Inc. as to the maintenance of and liability for the Hydro One Networks Inc. Lands, and the letter shall indemnify the City from liability with respect to same. The said document shall be provided to and be to the satisfaction of the General Manager, Planning, Infrastructure and Economic Development, and shall be provided prior to the issuance of the building permit for the subject lands.

44. **Access Easement to City**

The Owner acknowledges and agrees it shall grant to the City, at the Owner's expense, a Blanket Easement over the lands, with the right and licence of free, uninterrupted, unimpeded and unobstructed access to the City to enter on and to pass at any and all times, on, over, along and upon the lands with or without vehicles, supplies, machinery and equipment for all purposes necessary or convenient to construct, maintain, repair and replace the Private Watermains, Private Service Posts and fire hydrants at the Owner's expense. The Owner acknowledges and agrees that notwithstanding the rights granted to the City under the grant of easement, the Owner remains responsible at all times for the maintenance, inspection, alteration, repair, replacement and reconstruction of the utility in the said lands during their term of use. The Owner acknowledges and agrees to provide an electronic copy of the Transfer of Easement prior to the execution of this Agreement by the City, to the satisfaction of the City Clerk and Solicitor. All costs shall be borne by the Owner.

45. **Private Storm Sewer Connection to Existing Private 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 existing private storm sewer system until such time as either;

- a) a certificate of conformance and Record 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, Infrastructure and Economic Development.

46. License to Occupy or Encroachment Agreement for Private Watermain to stay within City ROW

- a) The Owner, or any subsequent owner of the whole or any part of the subject lands, acknowledges and agrees it shall enter into an agreement with the City for a license to occupy or to encroach upon the City road allowance fronting 1309 Carling Avenue with their private water service/watermain at the Owner's expense, bearing all responsibility and liabilities for the purpose of constructing, operating and maintaining a private watermain within the Road Allowance.
- b) Should the City require an encroachment agreement, it shall be registered on title to the subject lands at the Owner's expense. Should the City require a license of occupation, the Owner acknowledges and agrees that a notice-on-title respecting the obligation to enter into an agreement for an encroachment or license to occupy the City road allowance shall be registered on title to the subject lands, at the Owner's expense, and a warning clause shall be included in all agreements of purchase and sale and lease agreements.

47. Notice on Title – License to Occupy for Private Watermain

Should a License of Occupation be required, 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 shall contain the following clauses, which shall be covenants running with the subject lands:

“The Purchaser for himself, his heirs, executors, administrators, successors and assigns acknowledges being advised that portions of the private water service/watermain exist within the road allowance along 1309 Carling Avenue owned by the City of Ottawa (the “City”) and that the Vendor has entered into a Licence to Occupy the said road allowance confirming that the Vendor bears all responsibility and liabilities for the purpose of constructing, operating and maintaining a private watermain within the Road Allowance. The Purchaser hereby covenants with the Vendor and agrees to enter into an assumption agreement or new license of occupation with the City with respect to the private water service/watermain located in the City-owned road allowance on substantially similar terms.

“The Purchaser covenants with the Vendor that the above clauses, verbatim, shall be included in all subsequent agreements of purchase and sale for the lands described herein, which covenant shall run with the said lands.”

48. Joint Use and Maintenance Agreement

- (a) The Owner acknowledges and agrees that should the lands be severed in the future by means other than a Declaration of a Condominium, it shall ensure that the future owner of the freehold parcels shall enter into a Joint Use, Maintenance and Liability Agreement which shall be binding upon the owners and all subsequent purchasers to deal with the joint use, maintenance and liability of the common elements, including but not limited to any private roadway(s) and concrete sidewalks; common grass areas; common party walls, exterior walls; common structural elements such as the roof, foundations; common parking areas; sewers and watermains (including private watermains located within the City-owned right-of-way), for the mutual benefit and joint use of the owners; and any other elements located in the common property; and the Joint Use, Maintenance and Liability Agreement shall be filed with the General Manager, Planning, Infrastructure and Economic Development.
- (b) The Owner shall file with the General Manager, Planning, Infrastructure and Economic Development, an opinion from a solicitor authorized to practice law in the Province of Ontario that the Joint Use, Maintenance and Liability Agreement is binding upon the owners of the land and all subsequent purchasers to deal with the matters referred to sub-paragraph (a) above.
- (c) The Owner acknowledges and agrees that the Joint Use, Maintenance and Liability Agreement shall be registered on the Owner’s lands at no cost to the City, and a copy of the registered agreement shall be provided to the General Manager, Planning, Infrastructure and Economic Development.
- (d) The Owner acknowledges and agrees that the Joint Use, Maintenance and Liability Agreement shall include a clause that transfers all legal and financial obligations required under the Joint Use, Maintenance and Liability Agreement to future owners, successors and assigns in title of the subject lands.

September 24th 2020

Date



Saide Sayah
Manager, Development Review - Central
Planning, Infrastructure and Economic
Development Department

Enclosure: Site Plan Control Application approval – Supporting Information

SITE PLAN CONTROL APPROVAL APPLICATION SUPPORTING INFORMATION

File Number: D07-12-18-0170

SITE LOCATION

1309 Carling Avenue (Phase 1, Westgate), and as shown on Document 1.

SYNOPSIS OF APPLICATION

The subject property known as 1309 Carling Avenue is approximately 3.7 hectares in area and located at the north-west corner of the intersection of Carling Avenue and Merivale Road. The site is currently occupied by a one-storey retail shopping centre (Westgate Shopping Centre), which has a second storey office portion on the east end of the shopping centre and a surface parking lot. The site is also occupied by a stand-alone restaurant pad (Monkey Joes) located on the southeast corner of the lot.

To the north of the site is Highway 417, Island Park Drive, and Hampton Park. To the east, there is the Merivale Road Right-of-Way, an Ottawa Hydro electrical station, and parking for the Royal Ottawa Hospital. To the south, there is the Carling Avenue Right-of-Way, a hotel (Best Western) and associated parking, mid-rise mixed-use buildings, and a 21-storey apartment building. To the west, there is a 6-storey office building and the location where Carling Avenue crosses underneath Highway 417.

The Site Plan Control application for Phase 1 of the Westgate redevelopment retains the Westgate Shopping Centre and demolishes the stand-alone restaurant (Monkey Joes) to construct a 24-storey mixed-use building on the southeast corner of the lot. The 24-storey tower has a 4-storey podium and includes 213 residential dwelling units and approximately 2,000 square metres of ground floor retail space. Amenity space is provided on private balconies, fifth floor roof top patio space, and internal and external communal amenity areas.

Within the area delineated for this Site Plan (Phase 1 of the Westgate redevelopment, the "Phase 1 Lands"), there are 185 vehicular parking spaces proposed within 2-levels of underground parking and 23 surface parking spaces. Therefore, within Phase 1, there are 208 vehicular parking spaces. Combined with the existing surface parking lot for the Westgate Shopping Centre, once Phase 1 is complete there will be 830 vehicular parking spaces. There are three existing vehicular access points to the subject property that will continue to be used to access both the Westgate Shopping Centre surface parking lots and Phase 1 parking areas. Access to the Phase 1 underground parking garage will be provided interior to the site, off of the existing Merivale Road egress into Westgate. There are 130 bicycle parking spaces provided in Phase 1, located on the ground floor of the 24-storey mixed-use building and the second level of underground parking.

The subject site is located within the Arterial Mainstreet designation as shown on *Schedule B* of the City of Ottawa's Official Plan. In April 2017, Council approved an Official Plan Amendment and Zoning By-law Amendment application to facilitate the redevelopment of Westgate Shopping Centre. Through the Official Plan Amendment, Council adopted the Westgate Secondary Plan. The property was also rezoned to AM10[2393] S368 – Arterial Mainstreet, Subzone 10, Exception 2393, Schedule 368. This zone allows for five mixed-use high-rise towers, two of which front onto Carling Avenue with a height of 24 storeys. At the rear of the property, closer to Highway 417, three high-rise towers are permitted, one at a height of 24 storeys and two with heights of 36 storeys. This Site Plan Control application seeks to permit Phase 1 of the Westgate redevelopment, with the construction one 24-storey mixed-use building at the corner of Carling Avenue and Merivale Road.

This Site Plan Control application was initially approved on October 24, 2019. Post-approval, RioCan sought the required permissions from Hydro One to allow for the entrance to parking garage and loading to be on lands owned by Hydro One. RioCan and Hydro One came to an agreement whereby Hydro would grant an easement in perpetuity over their lands, provided the parking and loading entrance was shifted westward, so that it was not entirely located on Hydro lands. On June 1, 2020 the City received a revised set of plans addressing changes to the site. The revised plans illustrate that the parking and loading access has shifted westward, necessitating a change to the loading truck manoeuvring and a reduction to the number of surface parking spots from 28 to 23. The revised plans also illustrate that Hydro One has removed seven City-owned trees within the City's Right-Of-Way to accommodate hydro requirements. Planning Services is satisfied with the revised entrance and associated plans and reports.

DECISION AND RATIONALE

This application is approved for the following reasons:

- The proposal is consistent with the policies of the Official Plan for Arterial Mainstreet designation.
- The proposal is consistent with the policies of the Westgate Secondary Plan, particularly those relating to the Westgate Lands.
- The proposal is in conformity with the provisions of the Zoning By-law 2008-250, as amended. On April 12, 2017, Council approved an associated rezoning application (D02-02-15-0093). The property is now zoned AM10[2393] S368 – Arterial Mainstreet, Subzone 10, Exception 2393, Schedule 368.
- The proposal responded positively to the recommendations received by the Urban Design Review Panel at the formal review on December 6, 2018. The site design represents good planning.
- The proposal is in keeping with the Urban Design Guidelines for Development along Arterial Mainstreets.

- Conditions of approval have been applied to this site to ensure the development meets the applicable Infrastructure and Planning requirements.
- The Owner is required to enter into a Site Plan Agreement and submit securities to ensure that all site works are carried out in accordance with this approval.

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 December 6, 2018. The panel's recommendations from the formal review meeting are:

Summary

- The Panel finds this shopping mall redevelopment project to be part of an exciting trend across Canada, and understands that this first phase of redevelopment will set the precedent for the rest of the site. Overall, the Panel is supportive of the mixed-use plan, centred on a park, and believes it is a strong precedent for similar transformation projects. The Panel also appreciates the perspective that models future phases of the development, as it is helpful context to review this proposal.

Tower Placement & Design

- The Panel recommends shifting the tower slightly in order to ground the tower and better relate it to the corner of Merivale Road and Carling Avenue.
 - Through this adjustment to the tower placement, there is potential to strengthen and increase the size of the corner plaza.
 - Bring architectural elements from the tower down to the corner, and provide more glazing, to improve the corner articulation.
- The Panel recommends introducing more subtlety to the building design, with less of a vertical expression, so that the building appears more like a fabric building. The building should punctuate the corner, while not drawing too much attention, slightly setting back the top to reveal a simple glass volume. Future phases are likely to include taller buildings with more vertical expressions and pronounced tops.
 - Reconsider the high contrasting materials, including the red canopy and the red element at the top.
 - Inspiration can be drawn from the two building proposed for the future phases of development on the west portion of the mall property. The treatment of the glazed corners, the finer grain in scale, the hints of green roofs, and the overall architectural expression are appreciated by the Panel.
- The Panel finds the massing of the podium is successful, but the varied use of brick does not seem fully rationalized.
- The Panel suggests that this tower will act as an important beacon within this relatively low-rise neighbourhood, so lighting is an important consideration.

Site Plan

- The Panel strongly recommends ensuring a strong edge to the future park is established and supported through this first phase of development.
 - There must be an active entrance, facing the park, to the proposed retail space. Consider breaking up this ground floor retail space in order to provide a more active commercial edge.
 - Add on street parking along the north-south access driveway to establish a more urban condition, as opposed to a driveway to the mall parking lot.
 - Consider reconfiguring the footprint of the building so that it lines the entire length of the park, moving the parking, access to underground garage and the retailer's 'back of house' to face the hydro corridor and Merivale Road.
- The Panel suggests adding a layby along the west façade, and establishing a wide sidewalk with public uses spilling out from the building as the retail spaces evolve.
- The Panel suggests adapting a transitional plan that considers the interim use of the existing shopping mall, connections between this site and the mall, and future connections to the park. Consider how the streetscape will evolve, and ensure there is flexibility to respond to changing land use demands.
 - Ensure a safe pedestrian flow through the first phase of the development, and also consider accessible access through the site, with linkages to the public realm.
 - Control the future development through zoning and attention to design.
 - Consider long range storm water management, energy strategies, and consider the adaptability of mechanical systems – so that they can be extended to serve future buildings.
- The Panel is supportive of the mezzanine approach to bike parking, and suggests looking to the Ontario Building Code for definitions that could permit implementation.

Carling Avenue Public Realm

- The Panel suggests programming the space along Carling Avenue so that it's spacious and less long and linear, creating a more attractive space for pedestrians.
 - Locate entrances to the retail space along Carling in order to animate this façade.
 - Establish a plaza at the corner of Merivale and Carling designed to enhance the pedestrian experience, with appropriate lights, pedestrian crossing, benches, transit stop, and public art.
- The Panel advises that there is potential for retail tenants to blank their ground floor façades. Mandate glass along these elevations, and ensure that where there is glass, there is visibility into the interior, and ensure that views into the interior spaces are not blocked by lifestyle advertisements.

Neighbourhood Context

- The Panel highlights that the overall character of the site is lacking, and there is an opportunity to establish a new character to the site, from both fabric buildings to landmarks.
 - Consider integrating the vocabulary of the surrounding neighbourhood into the development. That character is defined by the red brick Hydro Electric building along Carling Avenue to the east, and the war time veteran's housing to the south.
- One suggestion from the Panel is to establish a strong green link along the Merivale Road edge of the site, connecting this development to the Island Park federal driveway, and to Hampton Park. Island Park Drive is one of the most scenic driveways in Ottawa, and Hampton Park is an expansive area of forested trails. Knitting the development into this unique urban fabric would improve the quality of life for residents, and enhance the overall project.

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

- The tower shifted further east, within reasonable distance from the hydro station on Merivale, taking into consideration sightlines and views from east-facing residential units.
- Architectural elements from the tower are brought down to the ground level to better relate to the corner at Carling Avenue and Merivale Road.
- Additional glazing was added to the ground floor to strengthen the relationship of commercial spaces and residential lobby to the public realm.
- With the recommendation of introducing a subtle building design, the red canopies and penthouse balcony elements have been removed to reveal curtain walls and a simple glass volume on top of the tower to better complement future phases.
- The use of different coloured bricks adds depth to the overall building volume. The darker material used on the edges of the tower visually breaks up its large massing, better blending it in with the surrounding context.

CONSULTATION DETAILS

Councillor's Concurrence

Councillor Jeff Leiper was aware of Staff's recommendation. Councillor Leiper has concurred with the proposed conditions of approval.

Public Comments

This application was subject to public circulation under the Public Notification and Consultation Policy. Planning Services received submissions from five members of the public through the circulation period.

There was also a public information session which took place on Tuesday January 22, 2019. In attendance at the public meeting were Councillor Leiper, Councillor Brockington and 67 members of the public signed into the event. Below summarizes their concerns:

- There is a need for improved connectivity to the site using active transportation all year long.
 - Provide winter maintenance to the MUP through Hampton Park from Parkview Road to Island Park Drive
 - Provide a wider sidewalk along Merivale Road. This will support foot traffic going north to Hampton Park for recreation.
 - Replace the on-street cycle lane with protected cycle tracks along the Carling Street frontage.
 - Provide more infrastructure to support pedestrian activity within the site.

Response: Through the second phase of the redevelopment of Westgate, the Owner will be required to provide a new cycle track along Carling Avenue in front of the site. Through the final phase of the redevelopment of Westgate, the Owner will be required to provide a new cycle track along Merivale Avenue in front of the site. The Right-Of-Way condition fronting both public streets will be improved through later phases of redevelopment.

- There is concern with the proposed massing and shadowing impacts along Viscount Avenue.

Response: The City is satisfied that the shadowing impacts of the towers are minimal given the location of the property, adjacent to the highway corridor.

- There is concern that the privacy of the surrounding neighbours will be compromised with the addition of the proposed balconies and amenity space for the proposal.

Response: The City is satisfied that the privacy impacts of the towers are minimal given the location of the property, adjacent to the highway corridor and along the Arterial Mainstreet of Carling Avenue and on Merivale Road.

- There is concern that during construction, there will be negative traffic/parking effects on neighbouring communities.

Response: The City is satisfied that given the abundance of surface parking currently provided on-site, that the negative impacts of traffic related to construction will be minimized.

- There is concern that vehicular access for those travelling from the east is limited. Which route are you proposing residents use?

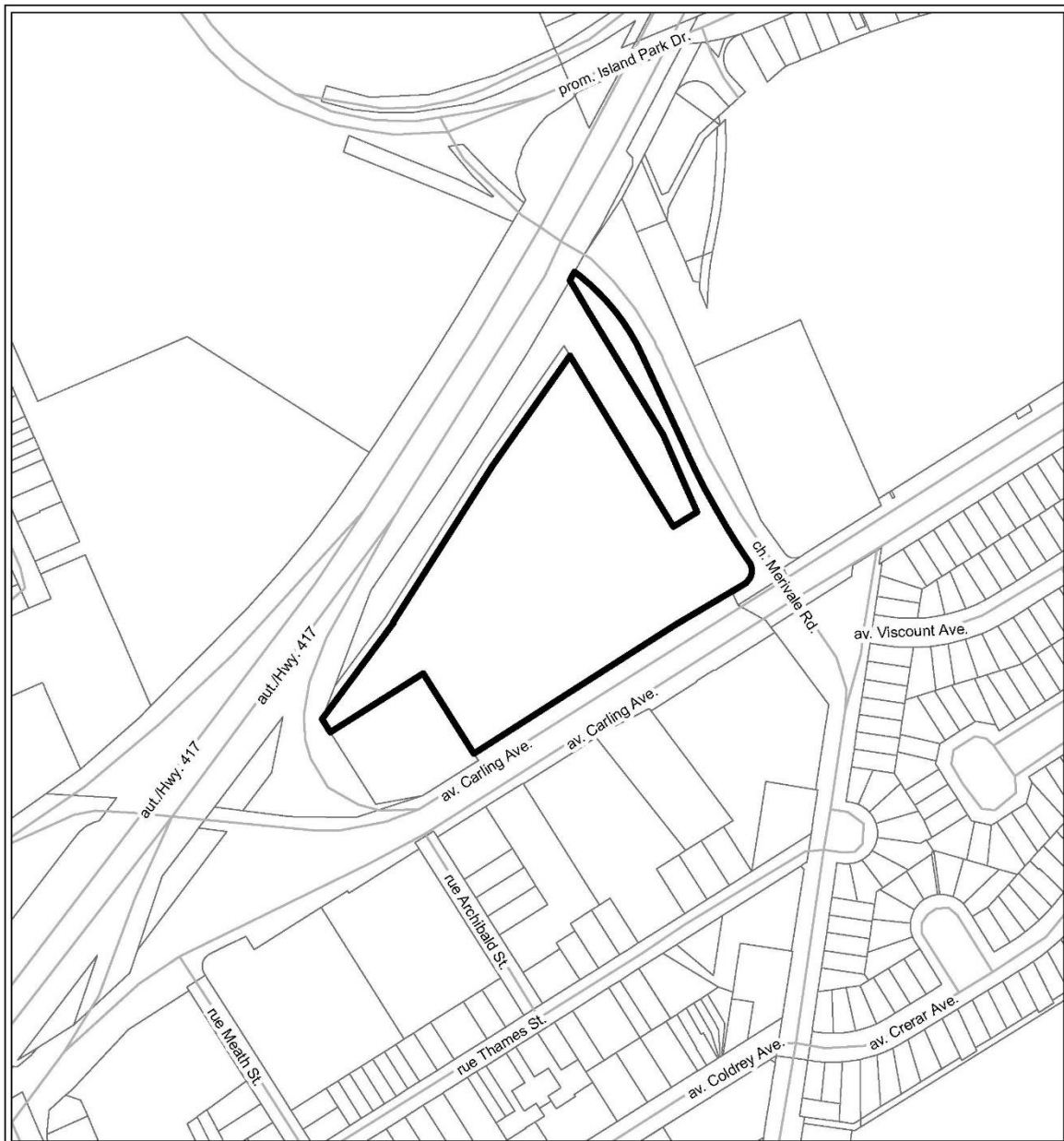
Response: The accesses currently on-site today will be retained.



APPLICATION PROCESS TIMELINE STATUS

This Site Plan application was not processed by the On Time Decision Date established for the processing of an application that has Manager Delegated Authority due to the complexity of the issues associated with changes in the Right-Of-Way in future phases

Contact: Ann O'Connor Tel: 613-580-2424, ext. 12658, fax 613-580-2576 or e-mail: ann.oconnor@ottawa.ca

Document 1 – Location Map



		LOCATION MAP / PLAN DE LOCALISATION SITE PLAN / PLAN D'EMPLACEMENT	
D07-12-18-0170	18-1946-X		
I:\CO\2018\Site\Carling_1309			
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