



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

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Site Location: 383 Albert Street and 340 Queen Street

File No.: D07-12-18-0129

Date of Application: August 27, 2018

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This SITE PLAN CONTROL application submitted by Fotenn Consultants Inc., on behalf of 340 Queen Street Limited Partnership (division of Claridge Homes), is APPROVED as shown on the following plan(s):

1. Site Plan at Ground Floor, Drawing No. A100, prepared by NEUF Architect(e)s, dated November 2018, revision 0 dated May 3, 2019.
2. South Elevation (Albert St.), Drawing No. A400, prepared by NEUF Architect(e)s, dated February 15, 2019, revision 2 dated May 3, 2019.
3. East Elevation (Lyon St.), Drawing No. A401, prepared by NEUF Architect(e)s, dated February 19, 2019, revision 2 dated May 3, 2019.
4. North Elevation (Tower C), Drawing No. A402, prepared by NEUF Architect(e)s, dated November 2018, revision 2 dated May 3, 2019.
5. West Elevation, Drawing No. A403, prepared by NEUF Architect(e)s, dated February 20, 2019, revision 2 dated May 3, 2019.
6. South Elevation (Tower A), Drawing No. A405, prepared by NEUF Architect(e)s, dated April 26, 2019, revision 0 dated May 3, 2019.
7. Landscape Plan, Drawing No. L.1, prepared by James B. Lennox & Associates Inc. Landscape Architects, dated September 2013, revision 6 dated April 25, 2019.
8. Grading and Erosion & Sediment Control Plan, Drawing No. 109111-GR, prepared by Novatech Engineers, Planners & Landscape Architects, dated October 18, 2013, revision 7 dated May 2, 2019.

9. General Plan of Services, Drawing No. 109111-GP1, prepared by Novatech Engineers, Planners & Landscape Architects, dated October 18, 2013, revision 6 dated May 2, 2019.
10. General Plan of Services, Drawing No. 109111-GP2, prepared by Novatech Engineers, Planners & Landscape Architects, dated October 18, 2013, revision 4 dated April 9, 2019.
11. Stormwater Management Plan, Drawing No. 109111-SWM, prepared by Novatech Engineers, Planners & Landscape Architects, dated October 18, 2013, revision 3 dated April 9, 2019.

And as detailed in the following report(s):

1. Serviceability and Stormwater Management Report, prepared by Novatech Engineers, Planners & Landscape Architects, dated August 15, 2018, revised April 12, 2019.
2. Transportation Impact Assessment (TIA) Addendum 2, prepared by Novatech Engineers, Planners & Landscape Architects, dated August 2018, Addendum 2 dated February 27, 2019, Addendum 3 dated May 13, 2019.
3. Transportation Noise & Vibration Feasibility Assessment, prepared by Gradient Wind Engineering Inc., dated August 8, 2018.
4. Pedestrian Level Wind Study, prepared by Gradient Wind Engineering Inc., dated August 7, 2018.
5. Confederation Line Level 3 Proximity Study, prepared by Paterson Group, dated October 30, 2018.
6. Phase I Environmental Site Assessment, prepared by Paterson Group, dated July 18, 2018.
7. Phase II Environmental Site Assessment, prepared by Paterson Group, dated August 3, 2018.
8. Geotechnical Investigation, prepared by Paterson Group, dated July 18, 2018.



And subject to the following General and Special Conditions:

**General Conditions**

**1. Site Plan Agreement**

The Owner shall enter into a standard site development agreement consisting of the following conditions. In the event the Owner fails to enter into such agreement within one year, this approval shall lapse.

**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. Designated Substance Survey**

Prior to demolition of the existing building on the subject lands, the Owner shall submit the findings and recommendations for the proper handling and disposal of waste as identified in a designated substances survey, to the City. Such survey shall be to the satisfaction of the General Manager, Planning, Infrastructure and Economic Development Department and be in accordance with best management practices. The survey shall address but not be limited to:

- a. *Asbestos on Construction Projects. (O.Reg 278/05);*
- b. *Lead on Construction Projects (ISBN 0-7794-6774-4) made under the Occupational Health and Safety Act, R.S.O. 1990, c.O.1, as amended;*
- c. *Registration Guidance Manual for Generators of Liquid Industrial and Hazardous Waste. (O.Reg 347);*
- d. *Proposed Regulation Respecting Lead on Construction Projects made under the Occupational Health and Safety Act, R.S.O. 1990, c.01.1, as amended; and*
- e. *Waste Management – PCBs. (O.Reg 362)*

**4. 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.

**5. 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.

**6. Joint Use and Maintenance Agreement**

The Owner acknowledges and agrees that should the site be severed in the future, that it shall ensure that the future Owner of the freehold units shall enter into a Joint Use and Maintenance 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 the private roadway

and concrete sidewalks; common grass areas; common party walls, exterior walls; common structural elements such as the roof, foundations; common parking areas; and watermains for the mutual benefit and joint use of the owners; and any other elements located in the common property; and the private Agreement shall be filed with the General Manager, Planning, Infrastructure and Economic Development Department.

The Owner shall file with the General Manager, Planning, Infrastructure and Economic Development Department, an opinion from a solicitor authorized to practice law in the Province of Ontario that the private Agreement is binding upon the owners of the land and all subsequent purchasers to deal with the matters referred to in Paragraph (a).

The Joint Use, Maintenance and Liability Private Agreement shall be registered on the Owner's land at no cost to the City, and a copy shall be provided to the City.

**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 Department. Such sidewalk(s) shall be constructed to City Standards.

**8. 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.

**9. 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.

**10. Maintenance and Liability Agreement**

The Owner shall be required to enter into a maintenance and liability agreement for all plant and landscaping material placed in the City right-of-way and the Owner shall assume all maintenance and replacement responsibilities in perpetuity.

**11. Completion of Works**

The Owner acknowledges and agrees that no building shall be occupied on the lands, nor will the Owner convey title to any building 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, Infrastructure and Economic Development Department, including the installation



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

#### **12. On-Site Parking**

The following provision shall be included in any lease, rental agreement, sublet agreement, condominium agreement and/or Agreement of Purchase and Sale governing all or part of the building:

*"The purchaser, tenant or sublessee acknowledges the unit being rented/sold may not be provided with any on-site parking. Should a tenant/purchaser have a vehicle for which they wish to have parking, that alternative and lawful arrangements may need to be made to accommodate their parking need at an alternative location. The Purchaser/Tenant/Sublessee acknowledges that 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 purchaser, tenant or sublessee intending to rely on on-street parking for their vehicle or vehicles does so at their own risk."*

### **Special Conditions**

#### **1. Zoning By-law Amendment Application**

Prior to the registration of the Site Plan agreement, the Owner shall obtain approval from Council for the Zoning By-law Amendment as required to implement the approved design, and all opportunities for appeal must be exhausted.

#### **2. Permanent Features**

The Owner acknowledges and agrees that no permanent features shall be permitted above and below grade within the City's widened right-of-way or corner sight triangle, including commercial signage, except as otherwise shown on the approved Site Plan.

#### **3. Transportation Impact Study**

The Owner(s) has undertaken a Transportation Impact Assessment for this site, prepared by Novatech, Project No. 109111, Addendum #2, dated February 27, 2019 and Addendum #3, dated May 13, 2019, to determine the infrastructure and programs needed to mitigate the impact of the proposed development on the local transportation network and establish the site design features needed to support system-wide transportation objectives. The Owner shall ensure, that the recommendations of the Transportation Impact Assessment are fully

implemented, to the satisfaction of the General Manager, Planning, Infrastructure and Economic Development Department.

4. **Provision for Transit Passenger Standing Areas/Shelter Pads and Shelters**

The Owner(s) shall locate, design and construct, at no cost to the City of Ottawa, paved transit passenger standing areas/shelter pads and shelters to the specifications of the City of Ottawa.

5. **Provision for Bus Bay and Taper**

The Owner(s) shall design and construct a bus bay and the associated road taper to the satisfaction of the City of Ottawa.

6. **Relocate/Adjust Lay-by/Bus Stop**

The Owner(s) shall relocate/adjust those OC-Transpo's lay-by/bus stops which will be impacted by the proposed new roadwork and private approaches to the site.

7. **Noise Impact Study**

The Owner(s) shall implement the noise control attenuation measures recommended in the approved noise study.

- a. Each unit is to be equipped with Central Air Conditioning.
- b. Prior to issuance of building permit, a review of building components (windows, walls, doors) is required and must be designed to achieve indoor sound level criteria.
- c. Notices-on-Title respecting noise:

"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's and the Ministry of the Environment's noise criteria."

And

"Purchaser/Tenants of the apartment units [insert description here] are advised that despite this inclusion of noise control features in this development and within building units, noise levels from increasing roadway traffic on Albert Street and Queen Street may be of concern, occasionally interfering with some activities of the dwelling occupants, as the outdoor sound level exceed the City of Ottawa's and the Ministry of the Environment's noise criteria."

And



"The transferee covenants with the transferor, and the lessee covenants with the lessor, that the above clause's, verbatim, shall be included in all subsequent agreements of purchase and sale, lease agreements, and Transfers/Deeds conveying the lands described herein, which covenant shall run with the said lands and is for the benefit of the owner of the adjacent road."

**8. 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 Noise Impact Assessment Study, as approved by the City and/or the approval agencies and authorities (The Ministry of the Environment and Climate Change) or noise thresholds identified in the City's *Environmental Noise Control Guidelines*. The Professional Engineer shall prepare a letter to the City's Development Inspection Program Manager (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 Department.
- 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 Department, and shall be to his satisfaction.

**9. Noise Control Attenuation Measures**

The Owner acknowledges and agrees to implement the noise control attenuation measures recommended in the approved Transportation Noise Assessment, as follows:

- a. each unit is to be equipped with central air conditioning;
- b. each unit is to be fitted with a forced air heating system and ducting, and shall be sized to accommodate central air conditioning;
- c. further to subsection (b) above, the location and installation of any outdoor air conditioning device(s) shall comply with the noise criteria of the Ministry of the Environment and Climate Change's Publication NPC-216 entitled *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.
- d. 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 and Climate Change's noise criteria;
- e. notice respecting noise shall be registered against the lands, at no cost to the City, and a warning clause shall be included in all agreements of purchase and sale or lease agreements

**10. 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 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 and Climate Change'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."



**11. 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 will not take responsibility 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 subject lands, at the Owner's expense, and a warning clause shall be included in all agreements of purchase and sale and lease agreements.

**12. Notices on Title – All Units (Below Grade Parking and Depressed Driveways)**

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

"The Purchaser/Lessee for himself, his heirs, executors, administrators, successors and assigns acknowledges being advised that during major storm events, depressed driveways and below grade parking areas may be subject to flooding due to drainage from the road allowance. The Purchaser/Lessee further acknowledges being advised that the City of Ottawa will not take responsibility 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."

**13. Geotechnical Investigation**

The Owner acknowledges and agrees that it shall retain the services of a geotechnical engineer, licensed in the Province of Ontario, to ensure that the recommendations of the Geotechnical Investigation Report (the "Report"), are fully implemented. The Owner further acknowledges and agrees that it shall provide the General Manager, Planning, Infrastructure and Economic Development Department with confirmation issued by the geotechnical engineer that the Owner has complied with all recommendations and provisions of the Report, prior to construction of the foundation and at the completion of the Works, which confirmation shall be to the satisfaction of the General Manager, Planning, Infrastructure and Economic Development Department.

**14. Residential Waste and Recycling Collection (no curb-side collection)**

The Owner acknowledges and agrees that the City will not provide curb-side residential waste collection. The Owner further acknowledges and agrees that residential container waste collection and cart (and/or container) recycling collection will be provided by the City from a centralized refuse room. The Owner shall provide, at its own expense, an adequate storage room or space for residential waste containers and recycling carts (and/or containers). It is recommended that the containers and carts be placed on a concrete floor. The Owner shall provide an adequately constructed road access to the waste/recycling storage room or area suitable for waste/recycle vehicles. Direct access to the containers and carts is required. Any additional services (i.e. winching of containers) may result in extra charges.

The Owner acknowledges and agrees that a notice-on-title respecting waste and recycling collection, shall be registered on title to the subject lands, at the Owner's expense, and the following warning clause shall be included in all agreements of purchase and sale and lease agreements.

**15. Notice on Title – Residential and Recycling Collection**

The Purchaser/Lessee for himself, his heirs, executors, administrators, successors and assigns acknowledges being advised that the City will provide waste collection and cart (and/or container) recycling collection for the residential units, at the Owner's expense.

The Owner acknowledges and agrees to install a depressed curb at the entrance to the garbage enclosure to facilitate access to the waste and recycling containers, to the satisfaction of the Manager, Solid Waste Services.

**16. 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.

**17. 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.

**18. 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, structure, 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 Department. 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 Department prior to any blasting activities.

**19. Soil Management**

The Owner acknowledges and agrees to retain an environmental consultant to identify areas on the subject 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 and Climate Change.

**20. 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.

**21. Groundwater Monitoring**

The Owner(s) shall continue on-site groundwater monitoring of the existing monitoring wells every three months for at least one year to evaluate whether the impacted water is migrating. If required, additional monitoring and analysis of groundwater shall be conducted due to an active operation on this site.

**22. Cash in Lieu of Parkland**

Upon execution of this Agreement, the Owner shall pay cash-in-lieu of parkland. The Owner shall also pay the parkland appraisal fee of \$500.00 plus H.S.T. of \$65.00, as referenced in Schedule "B" herein. 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 14 funds.

**23. Exterior Elevations Drawings**

The Owner acknowledges and agrees to construct the proposed buildings in accordance with the approved Elevations Plans, referenced in Schedule "E" herein. The Owner further acknowledges and agrees that any subsequent proposed changes to the approved exterior elevations will be subject to review and approval by the City's Urban Development Review Panel, with the final modified exterior elevation designs being subject to formal approval by the General Manager, Planning, Infrastructure and Economic Development Department. In this regard, the Owner shall submit any modified exterior building elevation plans that have been reviewed by the City's Urban Development Review Panel to the General Manager, Planning, Infrastructure and Economic Development Department for approval, and the Owner further acknowledges and agrees that such approved modified elevations will be included as part of this Agreement prior to issuance of any building permits for implementation of such modified exterior design plans.

**24. Joint Use, Maintenance and Liability Agreement**

- a. The Owner acknowledges and agrees that should the lands be severed in the future, it shall ensure that the future owner of the freehold units 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 water mains, 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 Department.
- b. The Owner shall file with the General Manager, Planning, Infrastructure and Economic Development Department, 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 Paragraph (a) above.
- c. The Owner acknowledges and agrees that the Joint Use, Maintenance and Liability Agreement shall be registered on the Owner's Land 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 Department.
- d. The Owner acknowledges and agrees that the Joint Use, Maintenance and Liability Agreement shall include a clause to require all future purchasers to enter into an Assumption Agreement in order to transfer all legal and



financial obligations required under the Joint Use, Maintenance and Liability Agreement.

**25. Designated Substances Survey**

Prior to demolition of any existing buildings located on the subject lands, the Owner acknowledges and agrees to complete a designated substances survey and submit the findings and recommendations for the proper handling and disposal of waste as identified in said survey, to the satisfaction of the General Manager, Planning, Infrastructure and Economic Development Department, and in accordance with Best Management Practices. The survey shall address but not be limited to:

- a. Designated Substance – Asbestos on Construction Projects and in Buildings and Repair Operations, *Occupational Health and Safety Act*, O.Reg 278/05, as amended, (O.Reg 278/05);
- b. Guideline for Lead on Construction Projects, prepared by the Ontario Ministry of Labour - Occupational Health and Safety Branch, published September 2004 and revised April 2011, as amended;
- c. Construction Projects, *Occupational Health and Safety Act*, O.Reg 213/91, as amended, (O.Reg 213/91);
- d. Registration Guidance Manual for Generators of Liquid Industrial and Hazardous Waste, prepared by the Ontario Ministry of the Environment, published April 1995 and revised June 2011, as amended, to be used in conjunction with General-Waste Management, *Environmental Protection Act*, R.R.O. 1990, Reg. 347, as amended, (O.Reg 347);
- e. Waste Management – PCB's, *Environmental Protection Act*, R.R.O. 1990, Reg. 362, as amended, (O.Reg 362).

**26. Installation of Signs on Private Property**

The Owner acknowledges and agrees that, prior to installation of any signage on the lands, it shall obtain approval from the Chief Building Official, Building Code Services, and the General Manager, Planning, Infrastructure and Economic Development Department, which signage shall be in accordance with the City's Permanent Signs on Private Property By-law No. 2005-439, as amended.

**27. Off-Site Contamination Management Agreement**

The Owner acknowledges and agrees that where contamination emanating from the site and impacting the City's rights-of-way is discovered during the course of the Works, the Owner shall notify the Manager, Realty Services immediately in writing and agrees to enter into an Off-Site Management Agreement with the City to address the contamination in the rights-of-way. The Owner shall be responsible for all associated costs with the Off-Site Management Agreement, which agreement

shall be to the satisfaction of the General Manager, Planning, Infrastructure and Economic Development Department.

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

The Owner acknowledges and agrees to install and maintain in good working order the required roof-top and in-ground stormwater inlet control devices, as recommended in the approved Serviceability and Stormwater Management Report. 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.

**29. Stormwater Management Memorandum**

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

**30. 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 Department, shall have the right at all times to inspect the installation of the Works. The Owner acknowledges and agrees that should it be found in the sole opinion of the General Manager, Planning, Infrastructure and Economic Development Department, that such personnel are not on-site or are incompetent in the performance of their duties, or that the said Works are not being carried out in accordance with the approved plans or specifications and in accordance with good engineering practice, then the General Manager, Planning, Infrastructure and Economic Development Department, 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 Department.

**31. 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. The Owner further acknowledges and agrees to provide the General Manager, Planning, Infrastructure and Economic Development Department with certificates of compliance issued by a Professional Engineer, licensed in the Province of



Ontario, confirming that all recommendations and provisions have been implemented in accordance with the approved Plans and Reports.

**32. Site Dewatering**

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

**33. Pedestrian Easement**

Within six months of completion of the Works, the Owner shall grant to the City, at no cost to the City, an unencumbered pedestrian easement over areas delineated on the approved Site Plan along the frontage on Albert Street (width of 0.25m), Lyon Street (width of 1.5m), and Queen Street (varied width of 1.1m to 2.6m). The Owner shall provide a Reference Plan for registration, indicating the pedestrian 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 Clerk and Solicitor prior to registration of the easement. All costs shall be borne solely by the Owner.

**34. Road Widenings**

The Owner(s) shall convey, at no cost to the City, within six months of signing this agreement, a road widening across the complete Albert Street frontage. The maximum land requirement from property abutting existing ROW is 1.25 metres. The exact widening must be determined by legal survey. The owner shall provide a Reference Plan for registration, indicating the widening. Such reference plan must be tied to the Horizontal Control Network in accordance with the municipal requirements and guidelines for referencing legal surveys and will be submitted to the City of Ottawa Surveyor for review prior to its deposit in the Registry Office.

The Owner(s) shall convey, at no cost to the City, within six months of signing this agreement, a road widening across the complete Lyon Street frontage. The maximum land requirement from property abutting existing ROW is 0.90 metres. The exact widening must be determined by legal survey. The owner shall provide a Reference Plan for registration, indicating the widening. Such reference plan must be tied to the Horizontal Control Network in accordance with the municipal requirements and guidelines for referencing legal surveys and will be submitted to the City of Ottawa Surveyor for review prior to its deposit in the Registry Office.

**35. Roadway Modifications**

The Owner acknowledges and agrees that Road Modification Approval by the City is required for the road modification works associated with the proposed Site Plan Agreement, to the satisfaction of the General Manager, Planning, Infrastructure and Economic Development Department. The Owner further agrees to be responsible for all costs associated with the public roadway modifications. The

Owner also acknowledges and agrees that the required roadway modifications, as shown on the approved RMA-2019-TPD-013 must be complete prior to the Owner requesting or allowing occupancy of the building.

**36. Truck Access**

The Owner acknowledges and agrees to implement, at no cost to the City, any required safety measures for pedestrians and cyclists in relation to the truck access, as determined through the Road Modification Approval process, to the satisfaction of the Program Manager, Transportation Engineering Services, Transportation Services.

**37. Transportation Monitoring Program**

The Owner acknowledges and agrees that a Transportation Monitoring Program, including phasing plan(s) and reporting mechanisms, shall be prepared and submitted, to the satisfaction of the General Manager, Planning, Infrastructure and Economic Development. The applicant will monitor the modal share of all person trips in and out of the site one year after occupancy. If modal shares are not achieved, then Transportation Demand Management (TDM) measures will be reviewed and implemented as needed to reach targets.

**38. Traffic Management Plan**

Should the Owner wish to use a portion of the City's road allowance for construction staging, prior to obtaining a building permit, the property Owner must obtain an approved Traffic Management Plan from the Manager, Traffic Management, Transportation Services Department. The City has the right for any reason to deny use of the Road Allowance and to amend the approved Traffic Management Plan as required.

**LRT and O-Train**

**39. Notice to Prospective Purchasers and Lessees Adjacent to O-Train corridor**

The Owner shall inform all prospective purchasers and lessees, through a clause to be included in all agreements of Purchase and Sale, and in all lease agreements, and through information on all plans and documents used for marketing purposes, that the O-Train rail corridor is located adjacent to the purchaser's property and may generate noise or vibration at any time.

**40. Protection Plan**

Prior to demolition or construction on the Claridge Lands such that the Station Entrance or its use may be impacted, Claridge shall submit to the City detailed structural drawings, construction drawings; excavation and pre-blast plan and construction logistics plan (together the "Protection Plan") for review and approval. This review and approval is in addition to, and does not fetter, any review and approval process conducted by the City in its capacity as an independent planning authority. The Protection Plan will also be subject to the following:



- a) Claridge must ensure that any demolition, design, construction and maintenance of any structure above or adjacent to the LRT Station Entrance will permit the safe use and operation of the Station Entrance for its intended purpose to the satisfaction of the City;
- b) Claridge shall be responsible for the maintenance of the floor slab of its structure above the Station Entrance;
- c) The Protection Plan must ensure that passengers exiting or entering the Station Entrance can do so without interruption and with and with appropriate safety precautions;
- d) Claridge acknowledges the City's need to ensure continuous public access to the LRT and the City cannot provide any commitments for closure of the Station Entrance to facilitate Claridge's work above or adjacent to the Station Entrance except in limited and infrequent circumstances (the duration and timing of such closures shall be outside of normal revenue service hours of the LRT);
- e) Claridge shall pay all City review and approval fees, including the Level 3 technical review fees (proximity fees) in accordance with the proximity fee tariff generally adopted by the City and then in effect;
- f) The cost of preparing and implementing the Protection Plan shall be the responsibility of Claridge.

**41. Pre-blast Survey**

The Owner acknowledges and agrees that a pre-blast survey shall be required as a result of this development, and the Owner shall provide a pre-blast survey to the Rideau Transit Group and the Director, O-Train Construction for review and approval prior to any blasting activities. The Owner covenants and agrees it shall arrange for a pre-blast survey to be carried out by a Professional Engineer, licensed in the Province of Ontario, and in accordance with the Ontario Provincial Standard Specification entitled "General Specification for the Uses of Explosives", Section 120.07.03, which states as follows:

- a. A pre-blast survey shall be prepared for all buildings, utilities, structures, water wells, and facilities likely to be affected by the blast and those within 150 m 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.

- b. The pre-blast survey shall include, as a minimum, the following information:
  - i. Type of structure, including type of construction and if possible, the date when built.
  - ii. Identification and description of existing differential settlements, including visible cracks in walls, floors, and ceilings, including a diagram, if applicable, room-by-room. All other apparent structural and cosmetic damage or defect shall also be noted. Defects shall be described, including dimensions, wherever possible.
  - iii. Digital photographs or digital video or both, as necessary, to record areas of significant concern. Photographs and videos shall be clear and shall accurately represent the condition of the property. Each photograph or video shall be clearly labelled with the location and date taken.
- c. A copy of the pre-blast survey limited to a single residence or property, including copies of any photographs or videos that may form part of the report shall be provided to the owner of that residence or property, upon request.

#### **42. Environmental Impacts**

- a. The Owner acknowledges and agrees that due to the close proximity of the subject lands to the City's existing and future transit operations, including the light rail rapid transit system, the proposed development, subsequent owners and/or occupants may experience noise, vibration, electromagnetic interferences, stray current transmissions, smoke and particulate matter (collectively referred to as the "Interferences").
- b. The Owner acknowledges and agrees that it has been advised by the City to apply reasonable attenuation measures with respect to the level of Interferences within the lands and on the proposed development.
- c. The Owner acknowledges and agrees that a warning clause shall be included in all agreements of purchase and sale and lease agreements, in order to ensure subsequent owners and/or occupants are fully informed of the potential Interferences.
- d. A monitoring program will be submitted to the City for approval and subsequently implemented to review the potential vibrations from the blasting, hoe ramming and any other potential vibration sources located nearby on City of Ottawa infrastructure, including light rail facilities and installations. Continuous monitoring will be required at predetermined seismographic locations to the satisfaction of the City and results will be



documented to ensure nearby structures did not have detrimental effects on the existing structures. Daily results are to be issued to the City of Ottawa for review and all stakeholders were alerted if an exceedance occurred, immediately.

- e. The proponent shall provide a Smoke Dispersion Report to the City's satisfaction indicating there are no significant impacts to existing buildings, facilities and the proposed development related to operation of the LRT tunnel vent shaft operation.

**43. Engineering Report**

Prior to issuance of a building permit, and at the Owner's expense, the Owner covenants and agrees to provide the Rideau Transit Group and Director, O-Train Construction with an engineering report, prepared by a Professional Engineer licensed in the Province of Ontario, outlining the impact of the proposed building's footing and foundation walls, including any required retaining walls and shoring, on the Confederation Line Light Rail Transit Project (the "Confederation Line Project") and/or the lands adjacent to the City's light rail corridor, and outlining the impact of the Confederation Line Project on the proposed development, including any required retaining walls and shoring.

**44. Rock Anchors**

The Owner acknowledges and agrees that the City may allow the installation of rock anchors should it be necessary for the construction of the proposed development, provided that the Owner enters into an agreement with the City and/or the Rideau Transit Group, pertaining to the construction details for such proposed rock anchor installation, prior to commencement of any such installation. The Owner shall be responsible for all associated costs in the preparation and processing of such agreement. The Owner acknowledges and agrees that it shall be required to compensate Rideau Transit Group for its review of the Owner's proposed Works, and the Owner shall be responsible for any additional costs incurred by Rideau Transit Group during construction of the Confederation Line Project due to the installation of rock bolts and/or sheet piling on the City's light rail corridor. The Owner further acknowledges and agrees that foundation construction Works may be limited, at no cost to the City, to those measures located entirely on the subject lands, such as the installation of rock anchors, if it becomes necessary to allow for the construction of the Confederation Line Project. The City will notify the Owner of any such construction limitations within ten (10) working days of the finalization of the construction requirements for the adjacent portion of the Confederation Line Project.

**45. Warning Clauses**

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 for the benefit of the owner of the adjacent public transit light rail rapid system:

"The Purchaser/Lessee for himself, his heirs, executors, administrators, successors and assigns acknowledges being advised that a public transit light rail rapid transit system (hereinafter referred to as "LRT system") is proposed to be located in proximity to the subject lands, which may be located in a tunnel adjacent to or under the subject lands, and the construction, operation and maintenance of the LRT system may result in environmental impacts to the subject lands including, but not limited to, noise, vibration, electromagnetic interferences, stray current transmissions, 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."

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."

**46. Building/Construction Permit Drawings**

The Owner covenants and agrees to submit PDF files of all construction permit application forms and drawings to the Director, O-Train Planning prior to submitting an application form and/or drawing(s) to the Chief Building Official, Building Code Services. In the event of any revision to the submitted construction permit drawing(s) pertaining to any portion of the proposed building below grade, including but not limited to underground parking, the Owner covenants and agrees to submit PDF files of such revision(s) to the Director, O-Train Planning prior to submitting the revised construction permit drawing(s) to the Chief Building Official, Building Code Services.

**47. Interference Assessment**

The Owner covenants and agrees to participate in further discussions with the Director, O-Train Construction relating to rail interference levels and expectations pertaining to liability once the Director, O-Train Construction has made available a general model of interference levels for the rail line in the vicinity of the University of Ottawa.

**48. Construction Cranes**

Prior to the use of any construction cranes on the subject lands (including mobile and stationary cranes), the Owner acknowledges and agrees to provide to the Program Manager, Rail Operations for Capital Railway (operating as "O-Train"), the specifications of the crane(s) including, but not limited to, the crane arm span



and load capacity, for review against potential impacts to the safe operation of the O-Train and O-Train corridor.

**49. Crane Swing Agreement**

- a. The Owner acknowledges and agrees that, the Owner may be required to enter into a Crane Swing Agreement prior to the operation of any cranes on the subject lands, to the satisfaction of the Program Manager, Rail Operations for Capital Railway (operating as O-Train), as well as the General Manager, Planning, Infrastructure and Economic Development.
- 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 until the specifications of the crane(s) are provided to and approved by the Program Manager, Rail Operations, and the General Manager, Planning, Infrastructure and Economic Development, and the Owner has entered into a Crane Swing Agreement with the City, which agreement shall be registered on title to the subject lands.
- c. The Owner acknowledges and agrees that if any part of the crane does enter the aerial rights of the rail corridor (including the crane arm while swinging free) 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 crane;

**50. Corridor Crane Precautions**

Prior to the issuance of any building permits, the Owner shall enter into a Crane Swing Agreement with the City, to the satisfaction of the Program Manager, Rail Operations, and in consultation with the General Manager, Planning, Infrastructure and Economic Development. Prior to execution of the said Crane Swing Agreement by the City, the Owner shall provide to the Program Manager, Rail Operations plans identifying the location and description of the type of crane(s) that will be on site, including all existing cranes on the lands, to determine if the mast or the arms of any crane(s) would be entering the air rights of the rail corridor. No crane(s) is to be assembled on site until the specifications of the crane(s) is provided to the Program Manager, Rail Operations, and the Owner has executed the Crane Swing Agreement. The Owner further acknowledges and agrees that if any crane enters the aerial rights of the rail corridor, including the crane arm while swinging free, 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 crane. The Crane Swing Agreement shall be

registered on title to the development lands, and the Owner shall be responsible for all costs in the preparation and registration thereof.

**51. Requirement for Flag-person**

The Owner acknowledges and agrees no access is allowed to the Capital Railway (operating as O-Train) right-of-way abutting the subject lands to the west without a flag-person present on the subject lands and/or the said right-of-way. The Owner further acknowledges and agrees that should the Owner, its representatives or contractors require access to the Capital Railway (operating as O-Train) right-of-way, they shall sign and submit a Capital Railway "Contractor/Consultant Health & Safety Compliance" form, provide a Certificate of Insurance naming the "City of Ottawa, Capital Railway and Rail Term Inc." as additional insureds to satisfy the liability requirements provided in the Capital Railway "Contractor/Consultant Health & Safety Compliance" form, and provide a current Workplace Safety and Insurance Board form to the Program Manager, Rail Operations. All flagging duties are to be carried out by Rail Term Inc., (which has an hourly charge of approximately \$107.50 excluding H.S.T.), and all flagging costs are the sole responsibility of the Owner. Requests for flagging must be sent by e-mail to Kenneth Morrison (kenneth.morrison@ottawa.ca), a minimum of one week in advance of the first flagging requirement, in order for Rail Term Inc. to set up a flagging agreement with the requestor. All subsequent flagging duties may be scheduled through Rail Term Inc.

**52. Light Rail Transit – Warning Clause**

The Owner hereby acknowledges and agrees:

- a. The proximity of the proposed development of the lands at 383 Albert Street and 340 Queen Street 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;
- b. The City will not accept responsibility for any such Interferences effects on the Lands, the proposed development and/or its occupants;
- c. It has been advised by the City to apply reasonable attenuation measures with respect to the level of the Interferences on and within the Lands and the proposed development; and
- d. The Owner acknowledges and agrees all agreements of purchase and sale and lease agreements, and all information on all plans and documents used for marketing purposes, for the whole or any part of the subject lands, shall contain the following clauses which shall also be incorporated in all transfer/deeds and leases from the Owner so that the clauses shall be covenants running with the lands for the benefit of the owner of the adjacent road:



"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. Notwithstanding the above, the Transferee/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 use or operation of the transit system in perpetuity.

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."

**53. Waterproofing Requirements**

The Owner acknowledges and agree to reinstate any waterproofing damaged by the shoring process to ensure adequate water tightness of the Light Rail Transit (LRT) tunnel and entrance structures for the Lyon Transit Station, to the satisfaction of O-Train Construction Transportation Services Department.

June 26, 2019  
Date

  
\_\_\_\_\_  
Douglas James  
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

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File Number: D07-12-18-0129

### SITE LOCATION

383 Albert Street and 340 Queen Street, and as shown on Document 1.

### SYNOPSIS OF APPLICATION

The subject property is located in the Central Area and is an assembly of two lots, 383 Albert Street and 340 Queen Street. The site is "L" shaped and is bound by Queen Street to the north, Lyon Street North to the east, and Albert Street to the south. The site area is approximately 3,850 square metres.

On 383 Albert Street, there is currently a surface parking lot and on 340 Queen Street there is a two-storey mixed-use building containing restaurant, bar, and adult entertainment parlour. At the corner of Lyon Street and Queen Street there is the Lyon Light Rail Transit (LRT) Station, which has already been constructed and will be retained. The surrounding area includes a combination of residential, office, hotel, institutional and commercial uses, as well as open space. The built form in close proximity to the site is predominately high-rise, with a generally low-rise residential neighbourhood further west.

On June 12, 2019, Council approved a Major Zoning By-law Amendment application (File No. D02-02-18-0082) to amend the zoning to permit two 27-storey apartment buildings with ground floor commercial and a parking garage. The application was to rezone the property municipally known as 383 Albert Street from "R5Q[240] H(64) S93" (Residential Fifth Density, Subzone Q, Exception 240, Height Limit 64 metres, Schedule 93) and to rezone the property municipally known as 340 Queen Street from "R5P H(64)" (Residential Fifth Density, Subzone P, Height Limit 64 metres) to "R5P[2564] S396" (Residential Fifth Density, Subzone P, Exception 2564, Schedule 396) in the City of Ottawa Zoning By-law. The appeal period for the Council decision ends at 4:30pm on July 3, 2019. As per the conditions associated with this report, prior to the registration of the Site Plan Agreement, all opportunities for appeal must be exhausted.

The proposed development is for two 27-storey high-rise residential towers, with a nine-storey residential component at the corner of Albert Street and Lyon Street. The two residential towers are connected at-grade by a one-storey ground floor commercial use. A five-level underground parking garage, an internal at-grade loading space, and a lay-by is proposed to be accessed from Albert Street. There will be 588 dwelling units, 359 vehicular parking spaces, and 359 bicycle parking spaces.

Pursuant to Schedule B and Section 3.6.6 of the *Official Plan*, the property designated "Central Area". The site is also subject to the *Central Area Secondary Plan*, where it is



located in the sub-area of the "Central Area" called "Upper Town". The policy for this area encourages development to contribute to the City's supply of inner-city housing and to support 24-hour activity in the Central Area. This proposal increases the supply of inner-city housing with the addition of two high-rise apartment buildings with 588 dwelling units and supports Central Area activity with the introduction of at-grade retail uses.

The development is to be built around the existing Lyon LRT Station at the corner of Lyon Street and Queen Street. The proposal addresses the *Transit-Oriented Development (TOD) Guidelines*, by replacing a surface parking lot, which is low-density and oriented toward users arriving by automobile, with a high-density development that has a mix of uses and supports a range of transportation options. The applicant is providing the majority of bike parking in the first two levels of underground parking in close proximity to elevators, to facilitate the ease of movement for bicyclists. The ground floor commercial element of the proposed building is also designed to directly connect with the Lyon Street LRT Station. This enables transit users to meet daily needs locally, reducing the need to travel. The applicant is also proposing a 5-level underground parking garage with 351 vehicular parking spaces, which is 520 spaces less than the maximum number of spaces permitted by the Zoning By-law, where located within 600 metres of a rapid transit station.

The subject site is also located along the Albert Street transit corridor, which was recently subject to a reconstruction design. On April 11, 2018, City Council approved the *Albert and Slater Streets Post Light Rail Transit (LRT) Repurposing Functional Design Study Plan*. The City of Ottawa is now developing a detailed design for the reconstruction of Albert Street to align with the functional design. The proposal responds to this plan by providing 33m of emergency bus platform space at the corner of Lyon Street and Albert Street. This space is provided in case of emergency to offer an alternative public transit option, should the Lyon Street LRT Station temporarily shut down. The proposal also accommodates the future cycle track on the north side of Albert Street. The City of Ottawa Transportation Services Department are reviewing the Road Modification Assessment (RMA) associated with the development.

The pedestrian environment around the development will be improved with a widened pedestrian space along the streets abutting the subject site. Through the conditions associated with this Site Plan Control approval, the applicant will be providing the City with a 1.25m road widening along the Albert Street frontage and a 0.9m road widening along the Lyon Street frontage. Further to the road widenings, pedestrian easements will also be established along all three frontages.

As the proposal introduces two high-rise buildings to the site, the proposal is also subject to the *Urban Design Guidelines for High-rise Buildings*. The site currently is occupied by a surface parking lot, which provides large gaps in the building edge along Albert Street, Lyon Street, and Queen Street. This proposal fills in these gaps with a continuous building edge, creating a new street wall condition and animating these streetscapes. The proposal also meets the minimum requirement for recommended separation distance between high-rise towers because it provides a 15m separation between the two towers, and the towers do not overlap more than 15%.

Planning Services supports the Site Plan Control application to permit two twenty-seven storey apartment buildings with ground floor commercial and an underground parking garage. The development will replace a lot dominated by surface parking with residential uses that contribute to available housing within the Central Area. It will also permit at-grade commercial uses that will create street level activity to serve local residents and will connect with the Lyon LRT Station.

## **DECISION AND RATIONALE**

This application is approved for the following reasons:

- The proposal is consistent with the policies of the Official Plan for the Central Area designation.
- The proposal is consistent with the policies of the Central Area Secondary Plan. Specifically, the proposal conforms to the vision for the area designated "Upper Town".
- The proposal in conformity with the provisions of the Zoning By-law 2008-250, as amended. Specifically, the proposed development complies with R5P[2564] S396 (Residential Fifth Density, Subzone P, Exception 2564, Schedule 396). As a part of an associated rezoning application (File No. D02-02-18-0082), this zone was approved by Council on June 12, 2019. The appeal period for the Council decision ends at 4:30pm on July 3, 2019. As per the conditions associated with this report, prior to the registration of the Site Plan Agreement, all opportunities for appeal must be exhausted
- The proposal is in keeping with the Urban Design Guidelines for High-rise Buildings.
- The proposal is in keeping with the Transit-Oriented Development (TOD) Guidelines
- The proposal responded to the recommendations received by the Urban Design Panel (UDRP) at the formal review on December 6, 2018.
- Conditions of approval have been applied to this site to ensure the development meets the applicable Transportation, Infrastructure and Planning requirements.
- As a part of the conditions of approval, the Owner is required to provide road widenings and pedestrian easements.
- 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 property is within a Design Priority Area and the proposal was subject to the Urban Design Review Panel (UDRP) process. The applicant presented their proposal to the UDRP at a formal review meeting on December 6, 2018. The UDRP's recommendations from the formal review of the Zoning By-law Amendment application and Site Plan Control application are summarized below.

The Panel recommended:

- Adjusting the density distribution by:
  - Reducing the size of the towers to eliminate the overlap between Tower A (on Queen) and Tower C (Albert Street).
  - Adding a midblock connection through the site for vehicles and pedestrians. This is intended to improve street frontage.
  - Rotating Tower A, so the mass extends the entire block from Queen Street to Albert Street, along Lyon Street. This would improve the relationship between the proposal and existing residential structures to the west and the relationship between Tower A and Tower C.
- Improving the podium by:
  - Lowering the height of the nine-storey podium to five-storeys. This would bring more natural light into units on lower floors and reduce the canyon effect.
  - Create stronger horizontal architectural expression.
- Improving the architectural expression by:
  - Providing a clearer expression of the base, middle and top of the towers.
  - Creating a quieter architectural expression by reducing material diversity and toning down the façade and top of the towers.
- Improving the Public Realm and Landscape by:
  - Providing a direct connection to the Lyon LRT Station.
  - Being more clear about the details of how the proposal will relate to the public realm.
  - Involving a Landscape Architect to assist with creating streetscape landscaping and sustainable rooftop gardens.
  - Lining the street with multiple retail units to avoid blank walls and advertisements on the ground plane.

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

- The rhythm of the windows and masonry were adjusted to provide a less random appearance. It now has a more regular pattern of stacked openings, spandrel panel and masonry between.
- The ground floor plan changed in order to allow for a direct interior connection to the Lyon LRT Station.
- The Owner hired James B. Lennox & Associates Inc. as their Landscape Architect to design the second and tenth floor rooftop terraces.
- The façade of Tower A is pulled back from the façade of the LRT to give ample sidewalk space for increased pedestrian traffic along Queen Street in and out of the new development. This also allows for additional public space close to a busy LRT corner entrance.
- The podium has been modified to emphasize the horizontality of the expression by introducing limestone and curtainwall cladding. This base expression is only broken at the corner of Lyon St and Queen St by the existing double storey glass and aluminum box framing the Lyon LRT station, signaling it as a visual marker for pedestrians.
- An additional window has been added to the end of the shared hallway in Tower C upper storeys, providing more natural light into the building and providing a view east for all residents sharing this hallway space.

The UDRP recommendations related to density re-distribution and reducing the height of the podium were not met. The applicant indicated they have as-of-right permissions to greater density articulated in a larger building massing than what is currently illustrated in this design, by virtue of the 2011 OMB decision. Planning Services is of the opinion the current proposal is a significant improvement from the previous design, permitted through the 2011 OMB decision.

## **ROAD MODIFICATIONS**

There are road modifications associated with this Site Plan Control application. Conditions associated with the Road Modifications Report are tied to the approval of this Site Plan Control application.



## CONSULTATION DETAILS

### Councillor's Concurrence

Councillor Catherine McKenney is aware of Staff's recommendation. Councillor has concurred with the proposed conditions of approval.

Councillor provided the following comments:

"The development of this site as mixed-use retail and residential towers will contribute to housing stock within the downtown core.

However, the 335 proposed parking spots are completely excessive. While I understand the proposed development contains 566 dwelling units, this amount of parking is unacceptable. This development is situated directly adjacent to the Lyon Street LRT station. It is counterintuitive to provide this amount of parking in an area that is currently highly walkable and serviced by frequent bus routes, and in the future very near will be within 50 m of an LRT station.

A proposal of this size should contain at minimum 20% affordable housing, with a portion of that being deeply affordable housing. The downtown area is in desperate need of affordable housing for all demographics. I cannot fully support a new development of this size without an affordable housing agreement attached to it."

### Response to Councillor Comments

There are 359 parking spaces are proposed, 130 of which will be for the parking garage use. 130 spaces is the same amount of parking provided on-site today within the at-grade surface parking lot. The remaining 229 spaces will be used for the 588 dwelling units, visitors, and commercial tenants. The proposal provides 520 spaces less than what is permitted next to a transit station.

The Owner has advised that they have entered into an agreement with Canada Mortgage and Housing Corporation (CMHC) on the Construction Financing Initiative Program. This program endeavors to provide a minimum of 20% of the units on the subject property as affordable housing, as defined by the CHMC Construction Financing Initiative Program.

## Public Comments

A total of 11 residents requested to be notified of the application and seven provided feedback on the subject proposal. The seven residents articulated concerns summarized below:

1. There is concern with the proposed setbacks.

- There was concern with the southern setback on Albert Street. Desire for the proposed building to match the profile of the adjacent building at 151 Bay Street. Concern that the reduced setback creates canyons and wind tunnels.

*Response:* The building at 151 Bay Street is setback about 3 metres from their lot line along Albert Street. The building at 383 Albert will be constructed 1.5 metres from what is currently the applicant's lot line along Albert Street. Therefore, the dimension between the Albert street-facing wall on 151 Bay Street and the Albert street-facing wall on 383 Albert Street is approximately 1.5 metres. Furthermore, the 383 Albert Street building wall is setback an additional distance above the first floor leaving a dimension of approximately 0.7 metres between the two buildings.

The applicant also provided a Wind Study which evaluated the wind effects that the proposal would have based on industry standard wind tunnel testing and data analysis procedures. The study found that all surrounding public sidewalks along Queen Street, Bay Street, Lyon Street North, and Albert Street will experience wind conditions suitable for strolling or better, with most locations being suitable for standing or better, throughout the year, which is acceptable. Planning Services is satisfied that the setback from Albert Street is reasonable.

- Concern with the proposed western interior side yard setback. There is concern that this setback will:
  - i. Reduce the ability for the eastern units in the abutting CCC145 (151 Bay) to enjoy their property.
  - ii. Obstruct the view of abutting CCC145 units down Queen Street.
  - iii. There is a request that at a minimum the western setback should be the same distance as the CCC145 setback so that it is more symmetrical and visually appealing.

*Response:* On the northern half of the property, there is a 0m interior side yard setback but there is also a privately-owned 3 metre Right-Of-Way segment of land between the subject land and the adjacent property to the west (151 Bay St). The building located on 151 Bay Street also has an interior side yard setback at this location of approximately 1.5m; therefore, in total there is approximately 4.5m between the proposed building and the existing CCC145 building.

On the southern half of the property, there is a 1.5m interior side yard setback. The previous proposal for three towers, that was approved at the OMB, permitted



similar interior side yard setbacks. Planning Services is satisfied that the interior side yard setbacks are appropriate.

- Concern with the northern Queen Street setback. To ensure the visual prominence of the LRT station, there is a desire to have the proposal be setback further than the existing LRT station. A northern setback of 2.5m is reasonable as this would be consistent with the Queen Street setback of the adjacent building (151 Bay Street).

*Response:* The northern Queen Street setback has since been amended in order to provide a 2.6m setback for building at-grade, narrowing to 1.1m only where the building is built on top of the existing Lyon LRT station. The 2.6m area at-grade will also be subject to a pedestrian easement.

2. Concern about parking, traffic increasing and safety concerns.

- Concern with lack of accessible parking and visitor parking

*Response:* The proposal meets accessible and visitor parking zoning requirements. The Owner is required to provide a minimum of four parking spaces reserved for physically disabled persons and they are providing 10 of these spaces. The Owner is required to provide 30 visitor spaces, and they are providing this required amount.

- Concern that the parking garage is not accessible. There is no sidewalk associated with the vehicular access ramp, which might be used by the public as an alternative.

*Response:* The parking garage is accessible from elevators internal to the building. It is not desirable, from the City's perspective, to increase the size of the egress from Albert Street in order to accommodate a sidewalk alongside the vehicular egress to the underground parking garage.

- Concern about the safety of cyclists considering the cycle track on Albert Street will cross the parking entrance.

*Response:* Measures to address cyclist safety will be addressed through conditions in the Site Plan Control Agreement and the Roadway Modification Assessment process.

- Concern with the amount of additional traffic that the proposal will bring to surrounding streets, particularly during rush hour.

*Response:* The maximum limit on number of parking spaces near the Lyon LRT rapid transit station is 879 spaces. The applicant is providing 520 spaces less than this maximum, as they are proposing 359 vehicular parking spaces. The applicant provided a Transportation Impact Assessment (TIA). The TIA indicated that the public parking component of the underground parking garage is expected to generate roughly 90 vehicles per hour into the site and 40 vehicles per hour out of the site during weekday a.m. and p.m. peak hours. These volumes are already

reflected in the existing intersection counts, as the site is currently occupied by a surface parking lot.

- Concern with loading and delivery access, moving vans, and interaction with the public realm

*Response:* The applicant provided a Transportation Impact Assessment (TIA). Loading and delivery trucks are to access a loading space interior to the building by backing-in from Albert Street. Moving vans can access the site through the parking garage.

3. Concern with limited landscaping. Concern that a lack of landscaping does not contribute to overall beautification of Centretown and that the proposed landscaped elements are not accessible to the community.

*Response:* At-grade landscaping was a challenge due to the specific context of the site. All three frontages around the site contain public transportation infrastructure. The Owner is providing substantial roof-top gardens on the second and tenth floor of the proposed development.

4. Concern that the proposal will impact CCC145 tenants ability to enjoy their property due to the effects it will have on sunlight, privacy, views, and property value.

*Response:* There are no western-facing balconies that would overlook the CCC145 development. There is no evidence that property values will decrease as a result of the proposed infill development.

5. Concern that the scale is not reasonable considering the impact the scale will have on current residents of the neighbourhood and considering the number of other ongoing residential projects downtown.

*Response:* Planning Services is satisfied that the proposal is of a scale and form that is appropriate given the Central Area location.

6. There is a desire for there to be a grocery store.

*Response:* The Owner is permitted to locate a "Retail, Food Store" use at-grade.

7. Concern with bicycle parking access and security.

*Response:* The underground bicycle parking can be accessed internally from the elevators. They will be secured within specific bicycle-parking rooms. There are nine spaces provided at-grade along Queen Street for public use for people accessing the commercial use or visiting residential tenants and 350 internal bicycle parking spaces.

8. Concern with the use and safety of the 3m alley/western interior side yard setback between 151 Bay St and 340 Queen St.

*Response:* This property is a privately owned Right-of-Way and is not for public use.



## **APPLICATION PROCESS TIMELINE STATUS**

This Site Plan application was processed by the On Time Decision Date established for the processing of an application that has Manager Delegated Authority

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

## Document 1 – Location Map

