

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

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Site Location: 93 Norman Street

File No.: D07-12-13-0225

Date of Application: November 25, 2013

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This SITE PLAN CONTROL application submitted by Bria Aird, Fotenn, on behalf of Taggart (Norman) Corporation, is APPROVED as shown on the following plan(s):

1. **Site Plan, A001**, prepared by RLA Architecture, dated 2021-03-08, Revision #16, dated 2021-11-10, approved November 25, 2021.
2. **Landscape Plan, L-01**, prepared by Lashley + Associates, dated 2021/06/04, Revision #9, dated 2021/11/15, approved November 25, 2021.
3. **General Plan of Services, C-001**, prepared by IBI Group, Project 132469, dated 2021-03-05, Revision #6 dated 2021-10-29, approved November 25, 2021.
4. **Norman Street Watermain, C-100**, prepared by IBI Group, Project 132469, dated 2021-03-05, Revision #6 dated 2021-10-29, approved November 25, 2021.
5. **Grading Plan, C-200**, prepared by IBI Group, Project 132469, dated 2021-03-05, Revision #5 dated 2021-09-13, approved November 25, 2021.
6. **Erosion and Sedimentation Control Plan C-900**, prepared by IBI Group, Project 132469, dated 2021-03-05, Revision #5 dated 2021-09-13, approved November 25, 2021.
7. **93 Norman South Elevation, A200**, prepared by RLA Architecture, dated 08/03/21, Revision #15, dated 2021-11-09, approved November 25, 2021.
8. **93 Norman North Elevation, A201**, prepared by RLA Architecture, dated 08/03/21, Revision #15, dated 2021-11-09, approved November 25, 2021.
9. **93 Norman East & West Elevation, A202**, prepared by RLA Architecture, dated 08/03/21, Revision #15, dated 2021-11-09, approved November 25, 2021.

And as detailed in the following report(s):

1. **Site Servicing Report**, 93 Norman Street, Project 132469-7.03.04, prepared by IBI Group, dated July 16, 2021.
2. **93 Norman Street, TIA Final Strategy Report**, prepared by Parsons, Project 477732-01000, dated May 14, 2021.
3. **Geotechnical Investigation**, prepared by Paterson Group, Project PG2760-1, dated April 7, 2021, Revision #3.
4. **Transportation Noise and Vibration Assessment**, prepared by Gradient Wind Engineer & Scientists, Project 21-011, dated March 1, 2021.
5. **Pedestrian Level Wind Study**, prepared by Gradient Wind Engineer & Scientists, Project 21-011, dated February 17, 2021.
6. **Phase I – Environment Site Assessment Update**, prepared by Paterson Group, Project PE2755-LET.03, dated February 16, 2021.
7. **Phase II – Environment Site Assessment Update**, prepared by Paterson Group, Project PE2755-LET.04, dated February 24, 2021.

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

### **Requirements**

1. The Owner shall submit a certificate of insurance in a form satisfactory to the City. The certificate of insurance must be issued in favor of the City of Ottawa in an amount not less than five million dollars per occurrence, must contain an endorsement naming the City as an additional insured and an unconditional thirty days notice of any material change or cancellation of the policy.

### **General Conditions**

#### **1. Execution of Agreement Within One Year**

The Owner shall enter into this Site Plan Control Agreement, including all standard and special conditions, financial and otherwise, as required by the City. In the event that the Owner fails to sign this Agreement and complete the conditions to be satisfied prior to the signing of this Agreement within one (1) year of Site Plan approval, the approval shall lapse.

#### **2. 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.

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 drawings of a design professional, such drawings to be approved by the General Manager, Planning, Infrastructure and Economic Development.

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, 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.

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. **Completion of Works**

The Owner acknowledges and agrees that no new building will be occupied on the lands until all requirements with respect to completion of the Works as identified in this Agreement have been carried out and received Approval by the General Manager, Planning, 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.

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, the Owner shall give notice to the City of a proposed conveyance of title to any building at least thirty (30) days prior to any such conveyance. No conveyance of title to any building shall be effective unless the Owner has complied with this provision.

Nothing in this clause shall be construed as prohibiting or preventing the approval of a consent for severance and conveyance for the purposes of obtaining financing.

## **Special Conditions**

### **9. Urban Design Review Panel**

The Owner acknowledges and agrees to construct the proposed building 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 Elevations Plans shall be filed with the General Manager, Planning, Infrastructure and Economic Development and agreed to by both the Owner and the City prior to the implementation of such changes. No amendment to this Agreement shall be required.

### **10. Cash in Lieu of Parkland**

The Owner shall pay cash-in-lieu of parkland in accordance with the Parkland Dedication By-law of the City of Ottawa, as well as the fee for appraisal services. The monies are to be paid at the time of execution of the Site Plan Agreement.

### **11. Transportation Study**

The Owner has undertaken a Transportation Study for this site referenced in Schedule "E" herein, 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 Study, are fully implemented, to the satisfaction of the General Manager, Planning, Infrastructure and Economic Development.

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

- a) The Owner acknowledges and agrees that units within the proposed building(s) may not/will 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/will need to be made to address parking needs at an alternate location and such

arrangements are solely the responsibility of the person seeking parking. The Owner further acknowledges and agrees the availability and regulations governing on-street parking vary; that access to on-street parking, including through residential on-street parking permits issued by the City cannot be guaranteed now or in the future; and that a tenant or purchaser intending to rely on on-street parking for their vehicle or vehicles does so at their own risk.

- b) The Owner acknowledges and agrees that a notice-on-title respecting on-site parking, as contained in Clause [REDACTED] below, shall be registered on title to the subject lands, at the Owner's expense, and a warning clause shall be included in all agreements of purchase and sale and lease agreements.

**13. On-Site Parking - Notice on Title**

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

“The Purchaser/Lessee for himself, his heirs, executors, administrators, successors and assigns acknowledges being advised that the unit being sold/rented may not/will 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/will 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.”

**14. Private Access**

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

**15. Construction 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.

**16. Crane Swing Agreement**

- a) The Owner acknowledges and agrees that, based on the information provided in Clause \_\_\_ hereinabove, 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 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.

**17. 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.

**18. 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](mailto: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.

**19. 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 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.

## **20. Noise Control Attenuation Measures**

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

- a) each unit is to be equipped with central air conditioning;
- b) further to subsection (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, Conservation and Parks' 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.
- c) 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;
- d) 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, as detailed in paragraph        below.

## **21. Notice on Title – Noise Control Attenuation Measures**

The Owner, or any subsequent owner of the whole or any part of the subject lands, acknowledges and agrees that all agreements of purchase and sale or lease



agreements shall contain the following clauses, which shall be covenants running with the subject lands:

#### Type D – Central Air Conditioning

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

“The 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.”

### **22. 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”), 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 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.

### **23. Geotechnical - Encroachments**

The geotechnical report has recommended a method of shoring that may encroach onto the adjacent property or onto the City right-of-way. Please note that the applicant is required to obtain the approval of the adjacent property Owner and/or receive municipal consent for any works within the right-of-way prior to the installation of any encroachments. For encroachments within the ROW the applicant shall ensure that there will be no conflicts between the proposed shoring method and the municipal services or utilities in the ROW.

### **24. Record of Site Condition**

Prior to the issuance of any 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* (“*O.Reg. 153/04*”), as amended, and such RSC shall be acknowledged by the Ministry of the Environment, Conservation and Parks. The RSC shall confirm that all or part

of the site is suitable for the proposed use in accordance with *O.Reg. 153/04*. The City may issue a building permit on a phased basis to allow for site investigation and remediation activities if permitted by *O.Reg. 153/04* which shall be at the sole discretion of the Chief Building Official.

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

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

**25. 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, Conservation and Parks.

**26. Below Grade Parking Area and Depressed Driveways**

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

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

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

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

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

**28. 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.

**29. 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 Norman Street frontages (the “City Sewer System”) and the impact of the existing City Sewer System on the building’s footing and foundation walls;
- (ii) obtain a legal survey acceptable to the General Manager, Planning, Infrastructure and Economic Development and the City’s Surveyor, showing the existing City Sewer System within Norman Street and the location of the proposed building and its footings in relation to the City Sewer System;
- (iii) obtain a video inspection of the City Sewer System within Norman Street prior to any construction to determine the condition of the existing City Sewer System prior to construction on the lands and to

provide said video inspection to the General Manager, Planning, 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:

(iv) obtain a video inspection of the existing City Sewer System within Norman Street to determine if the City Sewer System sustained any damages as a result of construction on the lands; and

(v) assume all liability for any damages caused to the City Sewer System within Norman Street and compensate the City for the full amount of any required repairs to the City Sewer System.

**30. 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 Storm water management Report , referenced in Schedule “E” herein. The Owner further acknowledges and agrees it shall assume all maintenance and replacement responsibilities in perpetuity. The Owner shall keep all records of inspection and maintenance in perpetuity, and shall provide said records to the City upon its request.

**31. 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.

**32. 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 referenced in Schedule "E" herein.

**33. 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.

**34. Environmental Site Remediation Program**

The Owner acknowledges and agrees to implement an environmental site remediation program, as per the recommendations of the Supplemental Phase II Environmental Site Assessment, referenced in Schedule "E" herein, involving the excavation and off-site disposal of all impacted soil and the pumping treatment or off-site disposal of all impacted groundwater, which is to be completed concurrently with the site redevelopment. The Owner acknowledges and agrees that

- (a) soils that are found to be contaminated, must be disposed, treated or recycled at a waste disposal site or landfill licensed for that purpose by the Ministry of the Environment, Conservation and Parks;
- (b) groundwater found to be contaminated, shall be removed, managed and/or treated in accordance with the appropriate Ontario regulations and/or discharged in accordance with the City's Sewer Use By-law, being By-law 2003-514, as amended.

**35. Private Storm Sewer Connection to City Sewer System**

The Owner acknowledges and agrees that any new storm sewers to be installed as part of this development shall not be connected to the City's existing storm sewer system until such time as either:

- (a) a certificate of conformance and As-built Drawings have been received from a Professional Engineer, licensed in the Province of Ontario, certifying that all required inlet control devices have been properly installed to City Standards or Specifications, and that the storm sewer system has been installed in accordance with the approved engineering drawings for site development and City Sewer Design Guidelines. The inlet control devices shall be free of any debris; or
- (b) a flow limiting orifice plate, designed by a Professional Engineer licensed in the Province of Ontario and to the satisfaction of the City, has been installed at the storm water outlet prior to connecting any upstream storm sewers. Such orifice plate shall not be removed until subsection (a) above has been satisfied and approved by the General Manager, Planning, Infrastructure and Economic Development.

### **36. 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 one hundred and fifty (150) 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.

### **37. Pre-Blast Survey**

Prior to any blasting activities, the Owner acknowledges and agrees it shall arrange for a pre-blast survey to be carried out in accordance with Ontario Provincial Standard Specification entitled "General Specification for the Uses of Explosives", Section 120.07.03, by a Professional Engineer licensed in the Province of Ontario, 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.

**38. Site Lighting Certificate**

- (a) In addition to the requirements contained in clause 19 of Schedule “C” hereto, the Owner acknowledges and agrees, prior to the issuance of a building permit, to provide the City with a certificate from an acceptable professional engineer, licensed in the Province of Ontario, which certificate shall state that the exterior site lighting has been designed to meet the following criteria:
- (i) it must be designed using only fixtures that meet the criteria for full cut-off (sharp cut-off) classification, as recognized by the Illuminating Engineering Society of North America (IESNA or IES);
  - (ii) and 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.

**39. Waste and Recycling Collection (Standard Collection)**

The Owner acknowledges and agrees that the City will provide waste collection and cart (and/or container) recycling collection for the residential units. The Owner shall provide an adequate storage room or space for waste containers and recycling carts (and/or containers). The Owner acknowledges and agrees that it is recommended that the containers and carts be placed on a concrete floor. The Owner shall provide an adequate constructed road access to the waste/recycling

storage room or area suitable for waste/recycling vehicles as direct access to the containers and carts is required. The Owner acknowledges and agrees that any additional services (i.e. winching of containers) may result in extra charges.

**40. Construction Methods and Scheduling**

The Owner acknowledges and agrees that construction methodology, timing and scheduling must be submitted for review and approval by the Rail Construction Project Office, Transportation Services Department, to ensure that there no impacts on the Stage 2 Ottawa Light Rail Transit (OLRT) project thirty (30) days prior to the commence work of any site works and/or building permits being issued, including conditional permits. The Owner agrees to provide the following documents, to the satisfaction of the Director, Rail Construction Project Office:

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

**41. Additional Plans Reports and Plans**

In addition to the documents listed in Condition      above the Owner further acknowledges and agrees that if construction of the proposed development is not completed prior to the start of the construction program of the Stage 2 OLRT project, as determined by the Rail Construction Project Office; or occurs after the construction of the Stage 2 OLRT project has been completed, the following documents must be provided for review and approval thirty (30) days prior to the commence work of any site works and/or building permits being issued, including conditional permits, to the satisfaction of the Director, Rail Construction Project Office.:

- a) Dewatering and Discharge plan
- b) Blast Assessment Report (BAR), if blasting proposed.
- c) Field monitoring and action plans
- d) Construction Impact Assessment Report
- e) Geotechnical Instrumentation Monitoring Plan

The Owner acknowledges and agrees it shall pay all costs associated with the review, by the City and Rail Construction Project Office, of the plans and/or reports listed above.



**42. Dewatering and Discharge Plan**

The Dewatering and Discharge plan listed in Condition    above shall include, but not limited to, the following details:

- a) Full description of the project, including drawings
- b) Hydrogeological site conceptual model for both overburden and bedrock
- c) Quantitative dewatering volume assessment based on site-specific testing data, such as slug tests and/or pumping tests, and including proposed location(s) for discharge and confirmation that the receiver(s) can accommodate the proposed volumes
- d) Characterization of groundwater quality in respect of City Sewer Use By-Law criteria limits using site sampling data, with discussion of potential treatment requirements
- e) Impact assessment including short term (construction) and long term (subsurface drainage) and drawdown interference with local wells (if any) and/or ecological features
- f) Evaluation of ground settlement / basal heave potential both within the excavation and with regard to nearby structures / infrastructure including zone of influence
- g) Monitoring and mitigation plans including contingency plan.
- h) Determination of the need for / type of regulatory approvals required (eg., Permit To Take Water / Environmental Activity and Sector Registry).

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

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

The Blast Assessment Report (BAR), listed in Condition    above, shall include but not limited to, the following details:

- a) Work plan showing details of the proposed blasting operations
- b) Types of explosive and detonation to be adopted.
- c) Pre-blast survey
- d) Protection against damage to the adjacent structures, underground and above-ground utilities, and protection of the public safety.
- e) Blasting limits
- f) Determination of the zone of influence due to blasting, and assessment of the blasting effects to all structures and utilities within the zone of influence.
- g) Details of vibration monitoring.

- h) Methods of remedial measures of damages caused by blasting.
- i) Emergency responses to blasting damage.
- j) Qualifications and experience of the individuals and specialists of the blasting contractor who are responsible for the blasting operations.

The Owner acknowledges and agrees to contact the Rail Construction Project Office to confirm the details to be included in the BAR prior to completing the report.

The Owner acknowledges and agrees to submit the BAR, a minimum of 90 days prior to blasting for review and approval by Rail Construction Project Office. The Owner agrees that changes to the construction methods and/or building limits may be required ensure the integrity of the light rail infrastructure.

The Owner further acknowledges and agrees that all blasting activities shall conform to the City Special Provisions F-1201 and OPSS 120 entitled Use of Explosives, as amended. Prior to any blasting activities, a pre-blast survey shall be prepared as per City Special Provisions F-1201, at the Owner's expense, for all buildings, utilities, structures, including existing and proposed OLRT structures, water wells and facilities likely to be affected by the blast, in particular, those within one hundred and fifty (150) 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.

#### **44. Field Monitoring and Action Plan**

The field monitoring and action plans listed in Condition    above, shall include but not limited to, the following details:

- a) Specify the party responsible for the monitoring.
- b) Details of monitoring.
- c) Monitoring criteria for settlement, movement, vibration, groundwater levels, dewatering volumes, effluent quality, etc.
- d) Alert and warning levels, and proposed actions.
- e) Monitoring frequency and monitoring period (i.e., during construction and warrantee periods).
- f) pre-and post-construction surveys

The Owner acknowledges and agrees to contact the Rail Construction Project Office to confirm the details to be included in the field monitoring and action plans prior to completing the plans.

#### **45. Additional Cost Associated with Construction Methodology**

The Owner acknowledges and agrees that upon review of the construction methods proposed by the Owner and/or its agent(s), should any additional costs be required for the construction and/or protection of the Stage 2 OLRT project, the

Owner acknowledges and agrees that it shall compensate the future Stage 2 OLRT Project Company for such reasonable extra costs, including review of the Owner's proposed works.

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

- a) The Owner acknowledges and agrees that if the construction of the development is planned to occur during the same time-period as the OLRT construction, and/or associated works, that the works should be coordinated during construction so as not to present a significant delay, if any, to both parties. Accordingly, it is acknowledged that the Owner may encounter potential restrictions and delays associated with the development of the lands, which will be reasonably mitigated through coordination of construction activities, as required.
- b) The Owner acknowledges and agrees that any servicing required to advance the development during this time-period, either on a permanent or temporary basis, shall be at the cost of the Owner. The Owner and City agree to make best efforts in cooperating with the future Stage 2 OLRT Project Company for the coordination of the servicing of the development during this time-period.

**47. Proximity Study Review Cost Recovery**

The Owner acknowledges and agrees it shall pay all costs associated with the Proximity Study review undertaken by the City and Stage 2 Light Rail Transit Project Office.

**48. Warning Clauses**

The Owner hereby acknowledges and agrees:

- i) The proximity of the proposed development to the City's 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;
- ii) The City will not accept responsibility for any such Interferences effects on the Lands, the proposed development and/or its occupants;
- iii) 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 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.”

**49. NCC Approvals**

The Owner acknowledges and agrees that any prior to any works on the abutting lands to the west (NCC) property. The Owner shall obtain a Federal Land Use and Design Approval (FLUDA). A copy of the FLUDA shall be provided to the City of Ottawa, to the satisfaction of the General Manager, Planning, Infrastructure and Economic Development.

**50. 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.,  $CRZ = DBH \times 10cm$ );
- (b) Tunnel or bore when digging within the CRZ of a tree;
- (c) Do not place any material or equipment within the CRZ of the tree;

- (d) Do not attach any signs, notices or posters to any tree;
- (e) Do not raise or lower the existing grade within the CRZ without the approval of the General Manager, Planning, Infrastructure and Economic Development;
- (f) Do not damage the root system, trunk or branches of any tree; and
- (g) Ensure that exhaust fumes from all equipment are not directed towards any tree's canopy.

November 25, 2021

\_\_\_\_\_  
Date



\_\_\_\_\_  
Douglas James, MCIP, RPP  
Manager, Development Review, Central  
Planning, Infrastructure and Economic  
Development Department

Enclosure: Site Plan Control Application approval – Supporting Information

## SUPPORTING INFORMATION

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**File Number:** D07-12-13-0225

### **SITE LOCATION**

93 Norman Street, and as shown on Document 1.

### **SYNOPSIS OF APPLICATION**

The applicant has submitted a proposal to construct a new mid-apartment building with below grade parking.

#### **Proposal Details**

The subject property is located at the end of Norman Street which is a dead end street, west of Preston Street. The property has an area of the 2,356 square metres and 72.5 metres frontage along Norman Street. The property is rectangular in shape, with a depth of approximately 31 metres. To the north of the site along Beach Street is an established low-rise community. The south side of Normand street consists of a range of low-rise residential dwelling as well. The western property limit abuts a multi-use pathway that runs parallel to the former O-Train/ Trillium Line rail corridor.

The proposal consists of a mid-rise apartment building with 127 residential units. The eastern portion of the building is five storeys in height, with the western portion nine storeys. A rooftop terrace is proposed on the sixth-storey along with an enclosed amenity area at the mechanical level on the nine-storey portion. All resident and visitor parking will be provided in an underground parking garage, accessed by a ramp at the east end of the site. A total of 78 resident and 10 visitor parking spaces are proposed, along with 131 bicycle parking stalls.

The subject property is zoned Residential Fifth Density Subzone B, Exception 2147, with schedule 329 (R5B [2147] S329) which permits the proposed use along with site-specific zoning standards. Schedule 329 regulates the maximum permitted heights and yard requirements for the site. The project intends to develop in full compliance with the site-specific zoning, and at this time no relief has been requested.

### **DECISION AND RATIONALE**

This application is approved for the following reasons:

- The application is consistent with the principles and policies of the Official Plan.
- The application is consistent with the policies and implementing schedule or Preston Street Secondary Plan Area.

- The application is consistent with the zoning for the subject lands as approved by the OMB decision and requires no relief.
- The proposed conditions of approval will ensure the orderly development of the site, and the project represents good land use planning.

## **PARKLAND DEDICATION**

Parkland dedication, in accordance with By-law 2009-95, is being satisfied within this approval through the taking of cash-in-lieu of parkland as detailed in the above conditions.

## **URBAN DESIGN REVIEW PANEL**

The Site Plan Control application was subject to the Urban Design Review Panel process. A formal review meeting was held on May 7, 2021.

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

### **Summary**

The Panel generally supported the proposal and felt that it would fit well on the street. Recommendations were focused primarily on detailing and refinement. Suggestions were made to refine the clarity of the architectural expression and to improve the interface with the public realm.

### **Architectural Expression and Materiality**

- The materials proposed were generally supported (particularly the clay masonry and curtain wall), but how they are deployed should be studied further. Currently, the materials chosen contrast too strongly and their disposition gives a “patchwork” aesthetic. The Panel recommends achieving a greater degree of definition and clarity by:
  - More clearly articulating the “base, middle, top” expression. Consider a single material for the base, and a lighter material above the third storey;
  - Consider an entirely masonry podium, perhaps interrupted only by a different material at the main entrance under the tower;
  - Using a finer grain detail to establish texture and rhythm, such as brick patterning or reveals (the rainwater reveals may be a natural break);
  - Limiting changes in materials to plane changes; and/or
  - Limiting the colour palette primarily to one colour with another used as an accent.
- The Panel recommends reconsidering the projecting balconies on the upper level of the podium (fourth floor), as they take away from the stepback.
- Consider using picket railings in the proposal.

- Study cladding the planters with red brick at the base of the building on Norman Street. The planters currently appear to be part of the building foundation treatment.

### **Landscape Design and public interface**

- The Panel recommends re-evaluating the interface between the building and the Trillium Multi-Use Path to the west. There is a missed opportunity to reorient some of the stoops and front doors towards it.
- More landscaping is recommended on the south side of the development to soften the public interface and mediate the grade difference.
  - o Soften the tall wall using a combination of plantings and climbing vines.
- Consider complementing the stairs with trellises.
- Integrate lights into the wall to help improve pedestrian safety.
- The Panel recommends integrating more landscaping, such as trees, on the north side of the development for better integration into the neighbourhood. This would benefit both tenants and neighbours.
- Explore the possibility of incorporating green roof elements into the project.
- The tree species selection is generally supported.

### **Circulation**

- Explore the possibility of integrating a drop off for better turning on the dead-end street.

The Panel was successful in aiding in the implementation of revised building materials, landscaping and architecture:

- The "patchwork" aesthetic has been eliminated from the design. The colour of brick is now more correlated to the massing and datums of the building design.
- The first 3 storeys are clad just with the dark red/brown brick. This same brick is used for two of the three main vertical elements in the nine storey tower - starting at the 4th floor setback and terminating at the inset balconies on the south elevation. The upper podium and remainder of the tower are clad in a grey buff brick.
- The podium is now entirely masonry of the same material and colour.



- Reveals and precast concrete insets provide rhythm and scale at the townhouse entries.
- Projected balcony depths have been slightly reduced.
- Greenspace areas have been filled with a variety of native and ornamental perennials, shrubs and climbing vines. One (1) medium native deciduous tree per residential frontage has also been provided.
- A mix of native and ornamental perennials, shrubs and climbing vines will soften the wall and shift focus to the landscape. One (1) medium deciduous tree per residential frontage will also screen the wall.
- A drop off area along the building frontage was discussed by the team early in the process, but was not included in the design due to the negative impacts it would have on the sidewalk facilities and available landscaping space. There is approximately 2.7m of space between the existing curb and the property line. Typically, the layby area for a drop-off would require 2.4 to 2.6 m of width, which would consume much of the available public space and leave little public space for a sidewalk and landscaping.

## **ROAD MODIFICATIONS**

There are no road modifications associated with this site plan control application.

## **CONSULTATION DETAILS**

### **Councillor's Concurrence**

Councillor Catherine McKenney was aware of the application related to this report. Councillor has concurred with the proposed conditions of approval.

### Response to Councillor Comments

Insert response to Councillor's comments

### **Public Comments**

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

### Summary of public comments and responses

1. Concerns were raised with tree preservation along the existing pathway during construction and additional plantings.

Response:

The approved landscape plan shows the retention and protection of two trees along the multi-use pathway along with additional plantings. Street tree plantings are also proposed along the Norman Street frontage.

2. Concerns were raised with respect to parking and traffic management during construction of the building.

Response:

Prior to construction the application will be required to consult with staff and prepare a traffic management plan for the site.

### **Technical Agency/Public Body Comments**

#### Summary of Comments –Technical

N/A

#### Response to Comments –Technical

N/A

### **Advisory Committee Comments**

#### Summary of Comments – Advisory Committees

N/A

#### Response to Comments – Advisory Committees

N/A

### **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 additional time required to address technical matters.

**Contact:** Simon M. Deiac, MCIP, RPP Tel: 613-580-2424, ext. 15641 or e-mail: Simon.Deiac@ottawa.ca

# Document 1 – Location Map



		LOCATION MAP / PLAN DE LOCALISATION SITE PLAN / PLAN D'EMPLACEMENT	
D07-12-13-0225	13-2047-C	 93 rue Norman St.	 <small>NOT TO SCALE</small>
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