



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

Site Location: 301 Lett Street

File No.: D07-12-20-0074

Date of Application: June 4, 2020

This SITE PLAN CONTROL application submitted by Vincent Denomme, Claridge Homes (LeBreton Flats Inc.), on behalf of Claridge Homes (LeBreton Flats Inc.), is APPROVED as shown on the following plan(s):

1. **Site Plan**, A-010, prepared by EVOQ, dated 2020-01-13, project LeBreton – Phase 4-5, revision 3, dated 2021-04-07.
2. **Lloyd Street Elevations**, A-300, prepared by EVOQ, dated 2020-01-13, Project: LeBreton Phase 4-5, revision 3, dated 2021-04-07.
3. **Lett Street Elevations**, A-301, prepared by EVOQ, dated 2020-01-13, Project: LeBreton Phase 4-5, revision 3, dated 2021-04-07.
4. **Fleet and Lett Streets Elevations**, A-302, prepared by EVOQ, dated 2020-01-13, Project: LeBreton Phase 4-5, revision 3, dated 2021-04-07.
5. **Garden Elevations**, A-303, prepared by EVOQ, dated 2020-01-13, Project: LeBreton Phase 4-5, revision 3, dated 2021-04-07.
6. **Landscape Plan**, Dwg No. L.1, prepared by James B. Lennox & Associates Inc. Consultant's project # 20-CLG-2015, revision 7, dated April 21, 2021.
7. **Landscape Details**, Dwg No. L.2, prepared by James B. Lennox & Associates Inc. Consultant's project # 20-CLG-2015, revision 7, dated April 21, 2021.
8. **Grading and Sediment Control Plan**, Drawing No. 116042-GP1, prepared by Novatech, Consultant's project # 1116042-00, revision 8, dated December 8, 2021.

9. **General Plan of Servicing**, Drawing No. 1116042-GR1, prepared by Novatech, Consultant's project # 1116042-00, revision 11, dated January 21, 2022.
10. **Storm Drainage Plan**, Drawing No. 1116042-STM, prepared by Novatech, Consultant's project # 1116042-00, revision 7, dated December 8, 2021.
11. **Cistern Details**, Drawing No. 1116042-CIS, prepared by Novatech, Consultant's project # 1116042-00, revision 1, dated December 8, 2021.
12. **Plan – 6th Floor**, Drawing No. **A-106**, LeBreton-Phase 4-5, prepared by EVOQ, dated 2020-01-13, Revision 3, dated 2021-04-07.

And as detailed in the following report(s):

1. **Pedestrian Level Wind Study**, 301 Lett Street, prepared for Claridge Homes, prepared by Gradient Wind, Gradient Wind file # 17-074-PLW, dated May 8, 2020.
2. **Pedestrian Level Wind Study Addendum**, 301 Lett Street, prepared for Claridge Homes, prepared by Gradient Wind, Gradient Wind file # 17-074, dated February 26, 2021.
3. **Detailed Transportation Noise & Vibration Assessment**, 301 Lett Street, prepared for Claridge homes, prepared by Gradient Wind, Gradient Wind file # 17-074 - Detailed Noise & Vibration, dated October 16, 2020.
4. **Addendum Letter to Detailed Noise & Vibration Study**, prepared for Claridge Homes, prepared by Gradient Wind, Gradient Wind file # 17-074, dated April 29, 2021.
5. **Transportation Impact Study**, prepared by Novatech, dated October 2017, Novatech File: 116042, revised September 2021.
6. **Serviceability and Stormwater Management Report**, 301, 311 and 317 Lett Street and 501 Lloyd Avenue, prepared for Claridge homes, prepared by Novatech, project No: 116042, dated January 21, 2022. Phase 4 and 5
7. **Scoped Environmental Impact Statement**, prepared by Paterson Group, dated September 4, 2019, Report: PE4725-1
8. **Phase I Environmental Site Assessment Update Letter**, 301 Lett Street, prepared for Claridge Homes, prepared by Paterson group, Project Number: PE 4883-1R, dated March 11, 2020.
9. **Geotechnical Investigation Report**, Proposed Buildings C and D Lebreton Flats, prepared for Claridge Homes, prepared by Paterson group, Project Number: PG5203-1, revision 2, dated November 8, 2021.

10. **Geotechnical Response to City Comments Memo**, Proposed Buildings C and D Lebreton Flats, prepared for Claridge Homes, prepared by patersongroup, Project Number: PG5203, Memo.03, dated November 3, 2021

And subject to the following General and Special Conditions:

General Conditions

1. **Site Plan Agreement**

The Owner shall enter into this Site Plan Control Agreement, including all standard and special conditions, financial and otherwise, as required by the City. If 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 on Fleet Street, Lloyd Street and Lett Street as shown on the approved General Plan of Services to the satisfaction of the General Manager, Planning, Infrastructure and Economic Development. Such sidewalk(s) shall be constructed to City Standards.

8. **Extend Internal Walkway**

The Owner shall extend internal walkways beyond the limits of the subject lands to connect to existing or proposed public sidewalks, at the sole expense of the Owner, to the satisfaction of the General Manager, Planning, Infrastructure and Economic Development.

9. **Completion of Works**

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

Special Conditions

10. **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) each unit is to be fitted with a forced air heating system and ducting, and shall be sized to accommodate central air conditioning;

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

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

“Purchasers/tenants are advised that despite the inclusion of noise control features in the development and within the building units, sound levels due to increasing roadway traffic may, on occasion, interfere with some activities of the dwelling occupants, as the sound levels exceed the sound level limits of the City and the Ministry of the Environment and Climate Change. To help address the need for sound attenuation, this development has been designed with forced air heating and provision for air conditioning. Air conditioning, if installed, will allow windows and exterior doors to remain closed, thereby ensuring that the indoor sound levels are within the sound level limits of the City and the Ministry of the Environment and Climate Change.

To ensure that provincial sound level limits are not exceeded, it is important to maintain these sound attenuation features.”

12. **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.

13. **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.

14. **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.

15. **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.

16. **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.”

17. **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.

18. **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.

19. **Protection of City Sewers**

- (a) Prior to the issuance of a building permit, the Owner shall, at its expense:
 - (i) obtain a video inspection of the City Sewer System within __Fleet Street, Lloyd Street and Lett 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:
 - (i) obtain a video inspection of the existing City Sewer System within Fleet Street, Lett Street and Lloyd Street to determine if the City Sewer System sustained any damages as a result of construction on the lands; and
 - (ii) assume all liability for any damages caused to the City Sewer System within Fleet Street, Lett Street and Lloyd Street and compensate the City for the full amount of any required repairs to the City Sewer System.

20. **Inlet Control Devices (ICDs) and controlled roof drain**

The Owner acknowledges and agrees to install and maintain in good working order the required roof-top controlled roof drain and in-ground cistern stormwater inlet control devices, as recommended in the approved Serviceability and Stormwater Management Report, revised on December 08, 2021, Novatech file no. 116042Ref, 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.

21. **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.

22. **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.

23. **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.

24. **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.

25. 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.

26. Maintenance and Liability Agreement

The Owner acknowledges and agrees it shall be required to enter into a Maintenance and Liability Agreement with the City, for all plant and landscaping material (except municipal trees), decorative paving and street furnishings placed in the City's right-of-way along Fleet Street, Lett Street and Lloyd Street in accordance with City Specifications, and the Maintenance and Liability Agreement shall be registered on title, at the Owner's expense, immediately after the

registration of this Agreement. The Owner shall assume all maintenance and replacement responsibilities in perpetuity.

27. **Monitoring Manholes (MHs)**

The Owner acknowledges and agrees that monitoring MHs are required for storm and sanitary service laterals for this development. These are shown as TPs on the approved servicing plan. Signage at TP locations will be added on site to the satisfaction of the General Manager, Planning, Infrastructure and Economic Development.

28. **CCTV inspection**

The Owner acknowledges and agrees that CCTV will be done during connection of the service laterals to the city infrastructures. The owner must take responsibility to replace/repair the existing service laterals at their own cost if needed to satisfaction of the General Manager, Planning, Infrastructure and Economic Development.

29. **ECA approval for onsite Stormwater Management Facility**

The Owner acknowledges and agrees to submit and obtain an ECA approval from the ministry of Environment for the onsite storm water management facilities for servicing multiples properties to the satisfaction of the General Manager, Planning, Infrastructure and Economic Development.

30. **Fully supervised fire flow system**

The Owner acknowledges and agrees to install a fully supervised fire flow system with the required flow sensor as per NFPA 14 to the satisfaction of the General Manager, Planning, Infrastructure and Economic Development.

31. **Weeping tile discharge**

The Owner acknowledges and agrees that weeping tile discharge would be captured by the weeping tile system shown on the servicing plan, will be conveyed to an internal pit, where it will be pumped to the City storm sewer leaving the building for both towers by-passing cistern to the satisfaction of the General Manager, Planning, Infrastructure and Economic Development.

32. **Capacity concern for the future development**

The Owner acknowledges that there are concerns with the shortage of capacity in the existing sanitary sewer that will serve its future development beyond this application. The Owner further acknowledges that it will collaborate with other developers in implementing any future upgrades and be responsible for its fair share of infrastructure costs to service the balance of its lands east of Booth Street. Should Claridge wish to proceed in advance of other developers it will be responsible for front-ending the cost.

33. Joint Use, Maintenance and Liability Agreement

- (a) The Owner acknowledges and agrees that should the lands be severed in the future by means other than a Declaration of a Condominium, it shall ensure that the future owner of the freehold 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 watermains, for the mutual benefit and joint use of the owners; and any other elements located in the common property; and the Joint Use, Maintenance and Liability Agreement shall be filed with the General Manager, Planning, Infrastructure and Economic Development.
- (b) The Owner shall file with the General Manager, Planning, Infrastructure and Economic Development, an opinion from a solicitor authorized to practice law in the Province of Ontario that the Joint Use, Maintenance and Liability Agreement is binding upon the owners of the land and all subsequent purchasers to deal with the matters referred to Paragraph 33 (a) above.
- (c) The Owner acknowledges and agrees that the Joint Use, Maintenance and Liability Agreement shall be registered on the Owner's lands at no cost to the City, and a copy of the registered agreement shall be provided to the General Manager, Planning, Infrastructure and Economic Development.
- (d) The Owner acknowledges and agrees that the Joint Use, Maintenance and Liability Agreement shall include a clause that transfers all legal and financial obligations required under the Joint Use, Maintenance and Liability Agreement to future owners, successors and assigns in title of the subject lands.

34. Exterior Elevations Drawings

The Owner acknowledges and agrees to construct the proposed building in accordance with the approved Elevation 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.

35. Parkland Conditions

The following conditions apply to the City Owned lands known as the "East Flats Park", and as generally shown within Map 6 of the Central Area Secondary Plan (* update for New OP at time of agreement) for the rectangular portion south of Lett Street.

(a) **Parkland – 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, and in deeds 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 existing parkland within the vicinity of the subject lands may have active hard and soft surface recreational facilities and may include lit facilities.”

“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.”

The Owner further acknowledges and agrees to include a clause in all purchase and sale agreements which indicates that the Developer-proposed amenities are not guaranteed, and that the City shall not be responsible for the completion or provision of these specific amenities.

(b) **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 and or parks 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.

(c) **Parkland Dedication**

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.

(d) **Contribution Towards the Park Lands**

(i) The Owner acknowledges and agrees, prior to the issuance of a building permit, to provide the required contribution of \$2,000,000, pursuant to the Section 37 Agreement registered as Instrument OC2416199 on 2021 10 28 (hereinafter “Section 37 Agreement”). The Owner further acknowledges and agrees that the funds will be deposited into a specified account for the purposes of the design and construction of a park within the Park Lands.

(ii) The Owner acknowledges and agrees that the park design and

construction budget for the Park Lands is \$2,000,000.00 including applicable taxes and the City's review fees, in accordance with the Section 37 Agreement, and that any monies remaining following the completion of the Park Lands shall be reallocated to Ward 14's cash-in-lieu of parkland account for improvements within the Ward.

(iii) The Owner acknowledges and agrees that the Park Lands design, construction and review fees associated with the \$2,000,000.00 does not include any preliminary and/or remedial work necessary to bring the Park Lands to a minimum development standard, including but not limited to, servicing to the lot line (if applicable), and filling of site grading. The Owner further acknowledges and agrees that all costs associated with remedial works on the Park Lands shall be borne solely by the Owner, to the satisfaction of the General Manager, Recreational, Cultural and Facility Services.

(iv) The Owner acknowledges and agrees that the timing of construction of the Park Lands is at the discretion of the General Manager, Recreational, Cultural and Facility Services.

(e) **Protection of Public Space and Open Space lands**

(i) The Owner shall neither deposit, nor permit to be deposited, fill, snow, debris, building materials, granular, excavated materials, topsoil or construction equipment, nor allow vehicle parking, storage or access for any purposes on Blocks 5,6,7,8,9,11 on Plan 4M-1342. Furthermore, the Owner shall neither remove nor permit to be removed any fill, top soil, trees, vegetation or shrubs from on Blocks 5,6,7,8,9,11 on Plan 4M-1342, without the prior consent of the General Manager, Recreational, Cultural and Facility Services.

(ii) In the event that topsoil has been removed from on Blocks 5,6,7,8,9,11 on Plan 4M-1342 prior to the date of this Agreement, or is hereafter removed in contravention of this Agreement, the Owner shall provide to the Parklands without charge, sufficient topsoil of a quality acceptable to the General Manager, Recreational, Cultural and Facility Services to provide cover for the site to a depth specified by the City, and the Owner shall level and grade such topsoil as required by the City.

(iii) Trees or shrubs which have been or are hereafter removed from on Blocks 5,6,7,8,9,11 on Plan 4M-1342 in contravention of this Agreement shall, at the City's option, be replaced by the City, at the sole expense of the Owner, with nursery stock of a variety and quality equivalent to or better than the trees and/ or shrubs removed.

(iv) The Owner shall install tree protection fencing around any trees to be retained within the park block. Fencing shall be installed

prior to any site works and shall be maintained in good order throughout the construction period. Any removal or revisions to the location of temporary fencing shall be to the satisfaction of the General Manager, Recreational, Cultural and Facility Services.

(f) **Pre-Construction Condition Surveys**

(i) The Owner acknowledges and agrees that all shoring/sheet piling/bracing and excavation activities, including hoe ramming (including ground borne vibration and noise from hoe rams or rock drills), will conform to the requirements of O.Reg.213/91 entitled "Construction Projects" Part III – Excavations, the Occupational Health Safety Act, the Ministry of Labour - Excavation Hazards, the Ontario Building Code, the City's Environmental Noise Control Guidelines and the City's Noise By-law No.2017-255, all as amended.

(ii) The Owner acknowledges and agrees to undertake a pre-construction and post condition survey of the aqueduct and aqueduct walls within the City's parkland at its cost and submit the pre-construction survey prior to the commencement of any excavation. The survey will determine the present conditions of walls. Any existing cracks and damage on the brick and foundation will be documented. The post condition survey will determine if any damage has been sustained as a result of the development at 301 Lett Street. Should this investigation determine that some damage has been sustained, the Owner covenants and agrees that it will be responsible for all costs to repair the damage.

(g) **Park Design and Construction**

(i) The Owner acknowledges and agrees to design the parkland in accordance with City Specifications and Standards. The Owner further agrees to provide for approval, FIT Plan, Concept Plan (bilingual and accessible for public consultation on the City of Ottawa web site); working drawings at the 33% 66% 99% and tender drawings for the park (including but not limited to landscape architectural, geotechnical and engineering design fees including taxes) all per the City of Ottawa Park Development Manual and to the satisfaction of the General Manager of Recreation, Cultural and Facility Services. To an upset limit of \$200,000.00 payable as a reduction in the Section 37 Agreement to the satisfaction of, the General Manager, Planning, Infrastructure and Economic Development and the General Manager of Recreation Cultural and Facilities Services. The expected maximum construction budget for the park is \$1,800,000 including applicable taxes at 1.76% all incidentals and Infrastructure Services 5% Fee.

The balance of requirements will be in the Section 37 Agreement.

(ii) In reference to the park design drawings:

1. The Owner acknowledges and agrees that the park program

(amenities to be included in the park design) will be determined by the City, in consultation with the Owner, the NCC. The final composition and distribution of the park amenities in the Parklands shall be to the satisfaction, and approved by, the General Manager, Recreation, Cultural and Facility Services.

2. The Owner acknowledges and agrees that the park design shall comply with all City guidelines for the design of public spaces, including but not limited to; the Parks and Pathway Manual, accessibility; the Older Adult Plan, play equipment safety.
3. The Owner acknowledges being advised by the City that the park concept plan will be subject to review and comment through public consultation to be carried out by the City. The park concept plan may require further edits based on the feedback received through these public forums. The City will review and give approval to the park concept prior to review through public consultation.
4. The Owner acknowledges and agrees that the final park concept design and the associated construction detailing as shown in the construction and tender package must be in accordance with the City's standard details and specifications of the Park and Pathway Manual, and must be approved by, and to the satisfaction of the General Manager, Recreation, Cultural and Facility Services, prior to the commencement of any works within the Parklands.

(iii) The Owner acknowledges and agrees the park design, construction, review and inspection budget does not include any preliminary and/or remedial work necessary to bring the Parklands to a minimum development standard including park servicing to the lot line, filling of Parklands to meet the approved site grading plan, and removal of trees. This shall be at the sole expense of the Owner and to the satisfaction of the General Manager, Recreation, Cultural and Facility Services.

(iv) Unless otherwise specified the Owner shall provide the following services and utilities to the Parklands:

1. a 300mm diameter storm sewer and catchbasin/manhole at 2 metres inside the Parklands property line;
2. a 50mm diameter water line complete with water vault chamber at 2 metres inside the Parklands property line as per City standard details for unit price contracts park water service. Costs for the water vault chamber and water meter, if ultimately required, shall be paid for by the City or be included as part of the maximum park construction budget for the park;
3. 150mm diameter sanitary sewer and manhole at 2 metres inside the Parklands property line;

4. a 120/240 volt, 200 ampere single phase hydro service at 2 metres inside the Parklands property line complete with electrical kiosk for park services as per City standard details for unit price contracts. The Owner is responsible for making all arrangements and coordinating the connection of the new hydro service, including costs and inspections, with the respective electrical agencies.

All Works shall be shown on the approved drawings and shall be subject to the approval of the General Manager, Recreational, Cultural and Facility Services.

(h) **Park Lands Grading and Access**

- (i) The Owner acknowledges and agrees it is the responsibility of the Owner to match proposed surrounding grades, with the Park Lands as noted on the approved Plans, referenced in Schedule "E" herein.
- (ii) The Owner acknowledges and agrees that access to the Parklands for development will be along the south side of Lett Street and the Parklands shall remain fully accessible at all times.

36. **On-Site Parking**

- a) The Owner acknowledges and agrees that units within the proposed building(s) 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 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 28 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.

37. **Notice on Title – On-site Parking**

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

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

sold/rented 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 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.”

38. **Traffic Management Plan**

Should the Owner wish to use a portion of the City’s road allowance for construction staging, prior to the issuance a building permit, the Owner shall coordinate an acceptable Traffic Management Plan with the Coordinator, Traffic Management – Construction. The City has the right for any reason to deny use of the road allowance and to amend the said Traffic Management conditions at the City’s discretion, as may be required.

39. **Transportation Impact Study**

The Owner has undertaken a Transportation Impact Study for this site, which Study is 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 Impact Study, are fully implemented, to the satisfaction of the General Manager, Planning, Real Estate and Economic Development Department.

40. **Permanent Features**

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

41. **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.

42. **Transportation Monitoring Plan**

- (a) The applicant shall submit a monitoring plan for acceptance prior to receiving an occupancy permit. The monitoring plan will be submitted to the Program Manager, Transportation Engineering Services for review and acceptance by the Director of Planning, Real Estate and Development prior to receiving the occupancy permit.
- (b) The monitoring plan will outline the requirements and targets of the subsequent monitoring report which is to be completed at 80% occupancy of the building. The monitoring report will determine if the modal share targets identified in the approved Transportation Impact Study have been achieved, as well as, identify actions to be taken if targets are not met.
- (c) The applicant must request that the City undertake the Mio Vision count to measure auto mode share of the development during peak periods. Data collection and the study are at the applicant's expense commencing after achieving 80% occupancy or a maximum of six months after 80% occupancy.
- (d) The owner shall provide financial security of \$10,000.00 for the completion of the monitoring plan and provide financial security of \$59,200 (number of units X cost of a 6month Presto Card) for the submission of the monitoring report

43. **Housing Agreement**

The Owner shall enter into a housing agreement with the City to fulfill the Section 37 Agreement (OC2416199) requirements as they relate to the provision of affordable housing and a purpose-built rental building, to the satisfaction of the City Solicitor, General Manager, Planning Real Estate and Economic Development Department, and General Manager, Community and Social Services Department. The said agreement shall:

- a) Secure at least one of the buildings as remaining a purpose-built rental;
- b) Detail the level of affordability for a minimum of twenty dwelling units, at least two-bedroom units or more, for a minimum period of 10 years; and
- c) Detail the monitoring requirements to ensure the level of affordability for the twenty units, or more, for the duration of the agreement.

February 10, 2022

Date



Douglas James
Manager, Development Review, Central
Planning, Infrastructure and Economic
Development Department



SITE PLAN CONTROL APPROVAL APPLICATION SUPPORTING INFORMATION

File Number: D07-12-20-0074

SITE LOCATION

301 Lett, and as shown on Document 1.

SYNOPSIS OF APPLICATION

The subject site is located east of Booth Street, between Fleet Street to the north and the heritage aqueduct and Confederation O-Train line to the south. East of the subject site exists the first three phases of the “East Flats” neighbourhood constructed by Claridge Homes.

To the north of the subject site, across Fleet Street, is NCC owned land currently developed as public greenspace known as Pindigen Park, with the Holocaust War Memorial and Canadian War Museum across Sir John A. MacDonald Parkway / Wellington Street, and Chaudiere Island (Zibi development lands) further north. To the east of the subject site exists the first phases of the “East Flats” neighbourhood constructed by Claridge Homes; two residential apartment buildings, 8- and 15-storeys in height. To the south of the site is the heritage aqueduct, and the Confederation O-Train line with Pimisi Station accessed from Booth Street. Further south includes the lands selected for the new Ottawa Public Library and Library and Archives Canada joint-facility, and a predominantly low-rise residential neighbourhood south of Albert Street. To the west of the site, across Booth Street, includes vacant lands in LeBreton Flats owned by the National Capital Commission that will be subject to future LeBreton Flats Master Plan.

The Site Plan application is proposing to permit the development of a 25-storey mixed-use building containing 273 dwelling units, with a podium containing a daycare, retail, and grade-related residential units, and a 30-storey mixed-use building containing 319 dwelling units, with a podium containing commercial space overlooking the future Park as well as grade-related units. Between the two buildings, a through-block landscaped pedestrian walkway and outdoor amenity spaces are proposed. The underground garage provides 326 parking spaces (270 residential, 56 visitor), and 639 bicycle parking spaces. A total of approximately 6,036 square metres of amenity space will be split between the two buildings, including 3,656 square metres of common amenities.

The proposed development has been designed in concert with future phases (along Booth Street) which include a 45-storey tower to be located on the adjacent block to the

west and a major urban park bridging the aqueduct located to the south of Lett Street. The podium has similar expression as the earlier phases, particularly the brown masonry cladding with a rational grid of punch-window openings. The northwest and southeast corners of the towers, where the residential entrances and lobbies are located, will be completely glass-clad and will be predominantly transparent in combination with glass spandrels. The balconies within the podium will be irregular, continuous and projected. Generally, the facades of the towers will be a light-coloured masonry with regular punch window openings and balconies, forming a regular, repetitive grid pattern. Window frames will be black to contrast the light masonry.

The development will also complete the right-of-way design and infrastructure such as curbs, sidewalks, street trees, lighting and landscaping.

DECISION AND RATIONALE

This application is approved for the following reasons:

- The subject site is designated as Central Area on Schedule B of the Official Plan. The proposed development is consistent with the policies for the Central Area, which supports the protection of residential neighbourhoods in and near the Central Area, including the vibrant urban community on LeBreton Flats.
- The subject site is located within the LeBreton Flats designated sub-area within the Central Area Secondary Plan. The proposed development is consistent with the policies for LeBreton Flats, which supports compact development and substantially increasing the number of dwelling units in the Central Area.
- The proposal is in conformity with the Zoning By-law. The property is zoned Mixed-Use Downtown, Urban Exception 2503, Schedule 386.
- The proposed development is consistent with the Urban Design Guidelines for High-rise Buildings by addressing compatibility and the relationship between high-rise buildings and their existing and planned context and creating human-scaled, pedestrian-friendly streets, and attractive public spaces.
- The proposed development is consistent with the Transit Oriented Development Guidelines by establishing high residential densities within an easy walk of a Pimisi Station and is designed to facilitate transit use. A traffic monitoring plan condition has been imposed on the approval to assess and ensure the development achieves the modal split targets to support and encourage active transit usage.
- The proposed 25-storey and 30-storey residential buildings comply with relevant planning policy context. Accordingly, the development represents good land use planning.
- Approval is subject to a Site Plan Agreement.

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 September 3, 2020.

The panel's recommendations from the formal review meeting are on available on Ottawa.ca and be viewed [HERE](#)

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

- Building design incorporated curtain walls and incorporated bird-friendly design within the podium level, mid-block connection and glass balconies.
- Building materiality was revised and the landscaping incorporating more historical industrial element such as steal bike racks.
- The design of the mid-block connection was improved to screen the indoor pool areas and created a clearer line of site and stronger landscaping to ensure public use.

CONSULTATION DETAILS

Councillor's Concurrence

Councillor Catherine McKenney has concurred with the proposed conditions of approval.

Public Comments

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

Technical Agency/Public Body Comments

All technical agency correspondence was forwarded to the applicant, and the applicant was advised to contact technical agencies directly for additional information and requirements.

Advisory Committee Comments

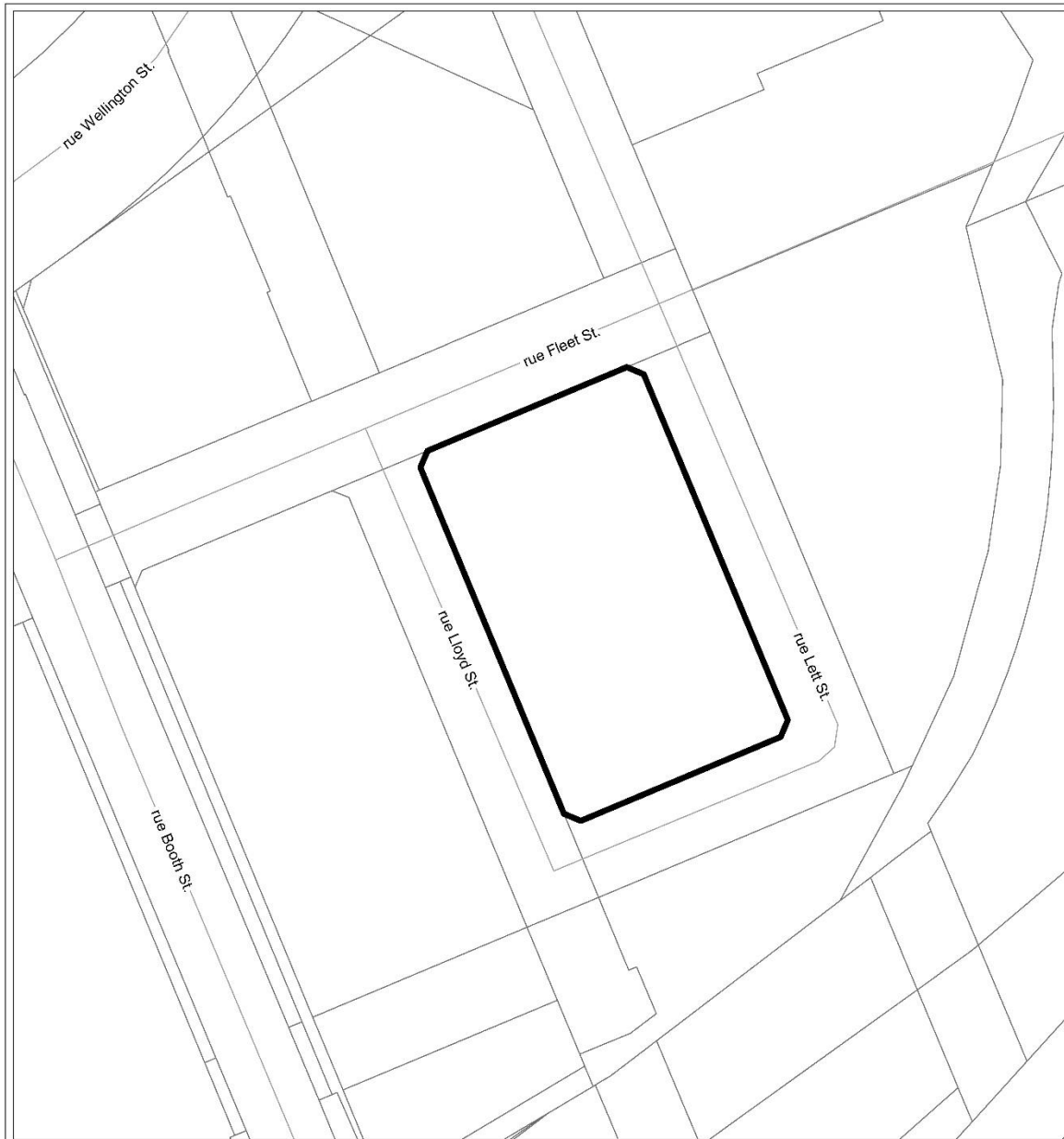
N/A

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 complexity of resolving issues through multiple revisions and staff workload.

Contact: Andrew McCreight Tel. 613-580-2424, ext.22568, e-mail:
Andrew.McCreight@ottawa.ca

Document 1 – Location Map



D07-12-20-0074

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REVISION / RÉVISION - 2020 / 07 / 13

LOCATION MAP / PLAN DE LOCALISATION
SITE PLAN / PLAN D'EMPLACEMENT



301 rue Lett St.



NOT TO SCALE