

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

Site Location: 60 & 64 Woodridge Crescent (formerly 100 Bayshore Drive)

File No.: D07-12-21-0057

Date of Application: May 4, 2021

This SITE PLAN CONTROL application submitted by Christine McCuaig, of Q9 Planning, on behalf of KingSett Capital, is APPROVED as shown on the following plan(s):

1. **Site Plan**, A1.00, prepared by Hobin Architecture Incorporated, dated 19.02.20, revision 9 dated 03.08.22.
2. **Elevations**, A 3.01, prepared by Hobin Architecture Incorporated, dated 19.02.20, revision 9 dated 03.06.22.
3. **Elevations**, A 3.02, prepared by Hobin Architecture Incorporated, dated 19.02.20, revision 9 dated 03.06.22.
4. **Elevations**, A 3.03, prepared by Hobin Architecture Incorporated, dated 19.02.20, revision 9 dated 03.06.22.
5. **Landscape Plan**, L-01, prepared by Lashley & Associates, dated 03.08.21, revision 8 dated 02.08.22.
6. **Amenity Space Plan**, L-02, prepared by Lashley & Associates, dated 03.08.21, revision 8 dated 02.08.22.
7. **Details**, L-03, prepared by Lashley & Associates, dated 03.08.21, revision 8 dated 02.08.22.
8. **Servicing Plan**, C002, prepared by WSP dated 04.28.21, revision 7 dated 03.08.22.
9. **Grading Plan**, C003, prepared by WSP, dated 04.28.21, revision 5 dated 02.08.22.
10. **Erosion Control & Sediment Plan**, C004, prepared by WSP, dated 04.28.21, revision 5 dated 02.08.22.
11. **Storm Drainage Area Plan**, C005, prepared by WSP, dated 04.28.21, revision 5 dated 02.08.22.

And as detailed in the following report(s):

1. **Pedestrian Level Wind Study**, prepared by Gradient Wind, dated April 28 2021.
2. **Stormwater Management Report**, prepared by WSP, dated September 17, 2021.
3. **Site Servicing Report**, prepared by WSP, dated December 21, 2021.
4. **Phase One Environmental Assessment**, prepared by Golder Associates Ltd., dated December 2019.
5. **Phase Two Environmental Assessment**, prepared by Golder Associates Ltd., dated March 2021.
6. **Geotechnical Investigation**, prepared by Golder Associates Ltd., dated March 2021.
7. **Transportation Noise and Vibration Assessment**, prepared by Gradient Wind., dated April 28, 2021.
8. **Transportation Impact Assessment – Final Report**, prepared by IBI Group, April 3, 2020.
9. **100 Bayshore Drive (Lot 'B') Transportation Impact Assessment Addendum #1**, prepared by IBI Group, dated April 29, 2021.

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

General Conditions

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

2. **Permits**

The Owner shall obtain such permits as may be required from municipal or provincial authorities and shall file copies thereof with the General Manager, Planning, Real Estate 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, Real Estate 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, Real Estate 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, Real Estate 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, Real Estate 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, Real Estate and Economic Development.

9. 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, Real Estate 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, Real Estate and Economic Development, the aforesaid Works are proceeding satisfactorily toward completion. The Owner shall obtain the prior consent of the General Manager, Planning, Real Estate 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, Real Estate 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

1. Environmental Impacts

- a. The Owner acknowledges and agrees that due to the close proximity of the subject lands to the City's existing and future transit operations, including the light rail rapid transit system, the proposed development, subsequent owners and/or occupants may experience noise, vibration, electromagnetic interferences, stray current transmissions, smoke and particulate matter (collectively referred to as the "Interferences").
- b. The Owner acknowledges and agrees that it has been advised by the City to apply reasonable attenuation measures with respect to the level of Interferences within the lands and on the proposed development.
- c. The Owner acknowledges and agrees that a warning clause shall be included in all agreements of purchase and sale and lease agreements, as contained in Clause ___ herein below, in order to ensure subsequent owners and/or occupants are fully informed of the potential Interferences.

2. Stormwater Management Memorandum

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

3. 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 7171 & 7170 and 7133 & 7134 within Woodridge Crescent 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, Real Estate 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, Real Estate and Economic Development:
 - i. obtain a video inspection of the existing City Sewer System within 7171 & 7170 and 7133 & 7134 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 7171 & 7170 and 7133 & 7134 and compensate the City for the full amount of any required repairs to the City Sewer System.

4. 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. 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.

10. 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, Real Estate 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, Real Estate and Economic Development.

5. 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, Real Estate 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, Real Estate 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, Real Estate 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, Real Estate and Economic Development.

6. 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, Real Estate 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.

7. 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.

8. 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, Real Estate and Economic Development.

9. Leak Survey

The Owner acknowledges and agrees that the Water Plant and sewer service within the lands is a private system, including Private Services and sewer services and appurtenances, and the Owner acknowledges and agrees that it is responsible for the operation, maintenance and/or replacement, in perpetuity, of the Private Services and sewer system, including the Private Watermains, private hydrants, private sanitary and storm sewer infrastructure (collectively the "private system")

which are located on the lands and that the Owner will retain copies of all the associated Work and maintenance contracts, and make said contracts available for inspection upon demand by the City.

Further, the Owner acknowledges and agrees to have a Professional Engineer, licensed in the Province of Ontario, conduct regular inspections of the water system and sewer system, which includes a leak detection survey at least every five (5) years and a video of the sanitary sewer system to check for major water infiltration into the private system. Copies of the inspection reports and videos shall be provided to the General Manager, Public Works and Environmental Services and Fire Services. The Owner further acknowledges and agrees that as part of the Owner's ongoing maintenance responsibility for the private system, repairs to the system must be completed immediately to correct any deficiencies which contribute to water loss or leakage of infiltration within the private system. Any deficiencies shall be immediately reported to the City. The Owner acknowledges and agrees to notify the General Manager, Public Works and Environmental Services when such repairs have been completed.

10. Snow Storage – no interference with servicing

In addition to the requirements of Clause 17 of Schedule "C" of this Agreement, the Owner further acknowledges and agrees that any portion of the subject lands which is intended to be used for snow storage shall not interfere with the servicing of the subject lands.

11. Record of Site Condition

Prior to the issuance of any building permit, the Owner shall submit to the General Manager, Planning, Real Estate 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, Real Estate and Economic Development.

12. 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.

13. 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.

14. 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.

15. Private Approach Detail

The Owner acknowledges and agrees that all private approaches serving the proposed development shall be designed and constructed, at the sole expense of the Owner, in accordance with the City's "Curb Return Entrances Curb Return at a Private Entrance" Plan, Drawing No. SC7.1, dated March 2007 and revised March 2013, and the Owner shall comply with the City's Private Approach By-law, being No. 2003-447, as amended.

16. 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.

17. Transportation Study/Brief

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

18. Road Widening

Prior to registration of this Agreement, the Owner acknowledges and agrees to convey to the City, at no cost to the City, an unencumbered road widening across the complete frontage of the lands, from the existing centreline of pavement/the abutting right-of-way at a distance of 12.00 metres from centreline and depicted on the approved Site Plan. The exact widening must be determined by legal survey. The Owner shall provide a reference plan for registration, indicating the widening, to the City Surveyor for review and approval prior to its deposit in the Land Registry Office. Such reference plan must be tied to the Horizontal Control Network in accordance with the municipal requirements and guidelines for referencing legal surveys. The Owner acknowledges and agrees to provide an electronic copy of the Transfer and a copy of the deposited reference plan to the City Solicitor prior to the execution of this Agreement by the City. All costs shall be borne by the Owner.

19. Permanent Features

The Owner acknowledges and agrees that no permanent features shall be permitted above and below grade within the City's widened right-of-way or corner

sight triangle, including commercial signage, except as otherwise shown on the approved Site Plan referenced in Schedule E” herein.

20. 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 to include the same in all agreement of purchase and sale or lease agreements, and that the site plan agreement shall contain the following clauses, which shall be covenants running with the subject lands:

Type B – Increasing Roadway Traffic

“The Purchaser/Lessee for himself, his heirs, executors, administrators, successors and assigns acknowledges being advised that despite the inclusion of noise control features in this development and within building units, noise levels from increasing roadway / LRT traffic may be of concern, occasionally interfering with some activities of the dwelling occupants as the outdoor sound level exceeds the City of Ottawa’s and the Ministry of the Environment, Conservation and Parks’ noise criteria.”

Type D – Central Air Conditioning

“The Purchaser/Lessee for 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.”

Other - LRT

“The Owner hereby acknowledges and agrees:

- i) The proximity of the proposed development of the lands described in Schedule “A” hereto (the “Lands”) to the City’s existing and future transit operations, may result in noise, vibration, electromagnetic interferences, stray current transmissions, smoke and particulate matter (collectively referred to as “Interferences”) to the development;
- ii) It has been advised by the City to apply reasonable attenuation measures with respect to the level of the Interferences on and within the Lands and the proposed development; and
- 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 transit light-rail rapid transit system (LRT) is proposed to be located in proximity to the subject lands, and the construction, operation and maintenance of the LRT may result in environmental impacts including, but not limited to noise, vibration, electromagnetic interferences, stray current transmissions, smoke and particulate matter (collectively referred to as the Interferences) to the subject lands. The Transferee/Lessee acknowledges and agrees that despite the inclusion of noise control features within the subject lands, Interferences may continue to be of concern, occasionally interfering with some activities of the occupants on the subject lands.

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

“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.”

21. Affordable Housing Agreement

The Owner acknowledges and agrees to enter into an Affordable Housing Agreement and provide 45 affordable housing units secured for 15 years at the City's definition that rents are not to exceed 30% of the 30th income percentile for the City of Ottawa. The breakdown of units shall be to the satisfaction of the General Manager of Community Services, and generally as follows:

| Unit Type | East Tower | West Tower |
|------------------|-------------------|-------------------|
| Studio | 7 | 7 |
| 1-Bedroom | 10 | 9 |
| 2-Bedroom | 5 | 5 |
| 3-Bedroom | 1 | 1 |
| TOTAL | 23 | 22 |

22. In accordance with the terms of the Section 37 Agreement, registered as Instrument # -- on (date), prior to issuance of the building permit, the Owner acknowledges and agrees to provide a monetary contribution of \$150,000 towards a park amenity that is aimed at youth.

23. Plaza Works – Agreement

The Owner acknowledges and agrees that prior to registration of the agreement:

- a. The Owner shall cause to be prepared and registered a reference plan of the lands to be used as a transit plaza shown as parcel 7 on PRP 64e(the "Transit Plaza Lands") to the satisfaction of the Program Manager, Rail Operations for Capital Railway.
- b. The Owner shall grant an easement to the City for the use and operation of the Transit Plaza Lands for the benefit of the City and the general public on terms and conditions satisfactory to the Program Manager, Rail Operations for Capital Railway.
- c. The Site Plan Agreement shall contain provisions obligating the Owner to maintain and repair the Transit Plaza Lands and the works constructed thereon by the City as part of the OLRT Stage 2 Light Rail Project, including but not limited to decorative pavers, bike parking, benches, lighting and hard and soft landscaping on terms and conditions satisfactory to the Program Manager, Rail Operations for Capital Railway.
- d. The Owner and the City acknowledge that in the event parcel 7 is transferred to the City, this condition will be considered cleared and not otherwise included in the Site Plan Agreement.

24. Cranes

a) Construction Cranes

- i. The Owner acknowledges and agrees that prior to the assembly, erection or use of any crane(s) on the subject lands (including mobile and stationary cranes) that will swing, with or without loads, over Bayshore Station, the O-Train and/or the O-Train Corridor, the Owner shall provide to the Program Manager, Rail Operations for Capital Railway (operating as "O-Train"), detailed specifications with respect to such crane(s) including, but not limited to, crane arm span, proposed swing radius and methods for limiting swing radius if applicable and load capacity, for review against potential impacts to the safe construction and operation of Bayshore Station, the O-Train and O-Train corridor.

b) Crane Swing Agreement

- i. The Owner acknowledges and agrees that a Crane Swing Agreement will be required prior to the assembly, erection or use of any crane(s) on the subject lands (including mobile and stationary cranes) that will swing, with or without loads, over Bayshore Station, the O-Train and/or the O-Train Corridor, to the satisfaction of the Program Manager, Rail Operations for Capital Railway (operating as O-Train), as well as the General Manager, Planning, Real Estate and Economic Development.

- ii. The Owner acknowledges and agrees it shall be responsible for all costs associated with the preparation of a Crane Swing Agreement.
- iii. The Owner acknowledges and agrees that if any part of any crane erected by the Owner does enter the air space above Bayshore Station or any part of the City's rail corridor (including the crane arm while swinging free) other than in compliance with a Crane Swing Agreement, the Owner shall immediately cease use of the crane.

25. Pedestrian Bridge Connection

The Owner acknowledges and agrees the construction, use, maintenance, repair and replacement of a pedestrian bridge connection between Bayshore Station and the mixed use podium component of the development (the "Bridge Connection") shall be subject to the following requirements, which may be amended or addressed through a proposed vacant land agreement between the Owner and the City:

- a. Prior to commencing construction of a Bridge Connection on the subject lands, the Owner shall provide to the Program Manager, Rail Operations for Capital Railway (operating as "O-Train"), the specifications, design, construction methodology of the Bridge Connection for approval by the City.
- b. Prior to commencing construction of an approved Bridge Connection on the subject lands, the Owner shall enter into construction agreements, licences, entrance connection agreement and registered easements on terms and conditions satisfactory to the City.
- c. The Owner shall enter into such amendments to the existing bridge easements registered on title in respect of the existing pedestrian bridge connection between Bayshore Mall and Bayshore Station that the City requires.

26. Pedestrian and Cyclist Traffic

- a. The Owner acknowledges the existence of an existing easement with the City securing pedestrian and cycling access between Woodridge Avenue and Bayshore Station, over a multi-use pathway to be located on its lands. .
- b. The Owner acknowledges and agrees that in exchange for the Owner agreeing to construct the multi-use pathway and providing a temporary pedestrian detour during such construction, the City, through the consent of the Program Managers, Rail Operations for Capital Railway, will grant the Owner permission to close the easement lands and all necessary access to the easement lands, in order to allow for the development of the Owner's property in accordance with the approved plans and drawings. .

- c. In recognition of the closure and access of the easement as set out above, the Owner shall construct the permanent multi-use pathway on a portion of the subject lands subject to the easement registered as instrument number [insert], to a specification to be approved by the City in advance, including related drainage in accordance with the approved drainage plan.
- d. The Owner acknowledges and agrees that a permit to temporarily close sidewalks on the south side of Woodridge for the purposes of facilitating construction will only be granted on the condition that a permit is issued by the Right of Ways Department with the approval of the Program Manager, Rail Operations for Capital Railway.

27. Drainage & Multi-Use Pathway

- a. The Owner acknowledges and agrees prior to the registration of the Site Plan Agreement, if required by the Program Manager, Rail Operations for Capital Railway, acting reasonably, the Owner will enter into an operations and maintenance agreement on terms and conditions satisfactory to the Program Manager, Rail Operations for Capital Railway, acting reasonably, to maintain the drainage works contemplated by the approved drainage plan under the multi-use pathway.
- b. The Owner and the City acknowledge and agree that prior to the registration of the Site Plan Agreement, they will enter into and register an amended and restated easement in respect of the proposed multi-use pathway on terms and conditions satisfactory to the Owner and to the Program Manager, Rail Operations for Capital Railway, each acting reasonably, to include terms and conditions related to the temporary closure of the MUP where reasonably required to perform maintenance to the residential buildings.
- c. The Owner further acknowledges and agrees to maintain any alternate route for the multi-use pathway during construction of the development.

12 October 2022 _____
Date



Allison Hamlin
(A) Manager, Development Review, West
Planning, Real Estate and Economic
Development Department

SITE PLAN CONTROL APPROVAL APPLICATION SUPPORTING INFORMATION

File Number: D07-12-21-0057

SITE LOCATION

60 & 64 Woodridge Crescent, and as shown on Document 1.

SYNOPSIS OF APPLICATION

The site is located on the south side of Woodridge Crescent, west of Bayshore Mall, directly north of Highway 417 and the Bayshore Transit Station. The property is approximately 6,743.3 square metres and is currently vacant, however, there is an existing connection from Bayshore Shopping Centre to the existing Bayshore Transit Station. The subject site is adjacent to the Bayshore-Accora community that contains a mix of residential and commercial uses.

The applicant is proposing to construct two high-rise towers of 27 and 30 stories with a total of 554 residential units. A three-storey parking podium is proposed that will include 210 resident parking spaces and 50 visitor spaces. Six surface parking spaces are also proposed. A direct covered pedestrian connection is proposed to the Bayshore Transit Station. A total of 282 bicycle parking spaces will also be provided. Vehicular access will be via Woodridge Crescent and there will be a multi-use pathway along the eastern edge of the site.

As per Urban Exception 2669, the holding symbol on the property may not be lifted until a Site Plan application is approved, including the execution of a site plan agreement, and must also satisfy the following:

1. A submission to the Urban Design Review Panel;
2. Securing of public access easements; and
3. The Site Plan Agreement will contain a condition requiring 45 affordable housing units secured for 15 years at the City's definition that rents are not to exceed 30 % of the 30th income percentile for the City of Ottawa, which will be secured through an Affordable Housing Agreement.

The application proceeded to the Urban Design Review Panel on July 9, 2021, the necessary easements have been secured and the holding symbol will be lifted after the execution of a site plan agreement.

DECISION AND RATIONALE

This application is approved for the following reasons:

- The proposal is in compliance with applicable Official Plan policies.
- The proposal is in compliance with all applicable zoning provisions including the provisions of the General Mixed Use Zone, Urban Exception 2669, Schedule 423 (GM[266] S 423 F(5.5-h)) of Zoning By-law 2008-250 as amended.
- The proposed development is compatible with the surrounding uses.
- All technical issues have been resolved to the satisfaction of the City, through the approved drawings or inclusion of conditions.
- The proposed site design represents good 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 July 9, 2021.

The panel's recommendations from the formal review meeting are attached in Document 2.

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

- Further articulation of the south façade has been developed and has integrated a similar language seen on the West and North elevations;
- The language of the light masonry has been simplified and mainly includes vertical two-story opening; and
- Lighting along the south façade has been integrated to provide a safe and friendly environment.

CONSULTATION DETAILS

Councillor's Concurrence

Councillor Theresa Kavanagh was aware of the application related to this report. Councillor 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.

Summary of public comments and responses

Theme 1: Lack of neighbourhood-scale retail locations.

Response: Although the zoning does permit retail use, it is up to the applicant if they include such uses in their proposal. The City cannot force a use upon an applicant; it can only do if the zoning explicitly requires the use.

Theme #2: Parking garage in the podium

Response: The above grade parking areas are being constructed and designed in a way that will retain flexibility for alternate uses in the future. Design considerations have been made to make this an attractive feature of the development.

Theme #3: Increase in units

Response: The zoning does not limit the number units in this development. It is not unusual for a site plan control application to be submitted after zoning approval that has an increased number of units.

Theme #4: Increase in traffic

A Transportation Impact Assessment (TIA) was submitted in support of the application. Staff have reviewed the TIA and are satisfied with its findings.

Theme #5: Issues with stormwater management

Several servicing studies, specifically a Site Servicing Report, as well as several servicing drawings, were submitted in support of the application. Staff have reviewed the engineering documents and are satisfied with their findings.

Technical Agency/Public Body Comments

N/A

Advisory Committee Comments

N/A

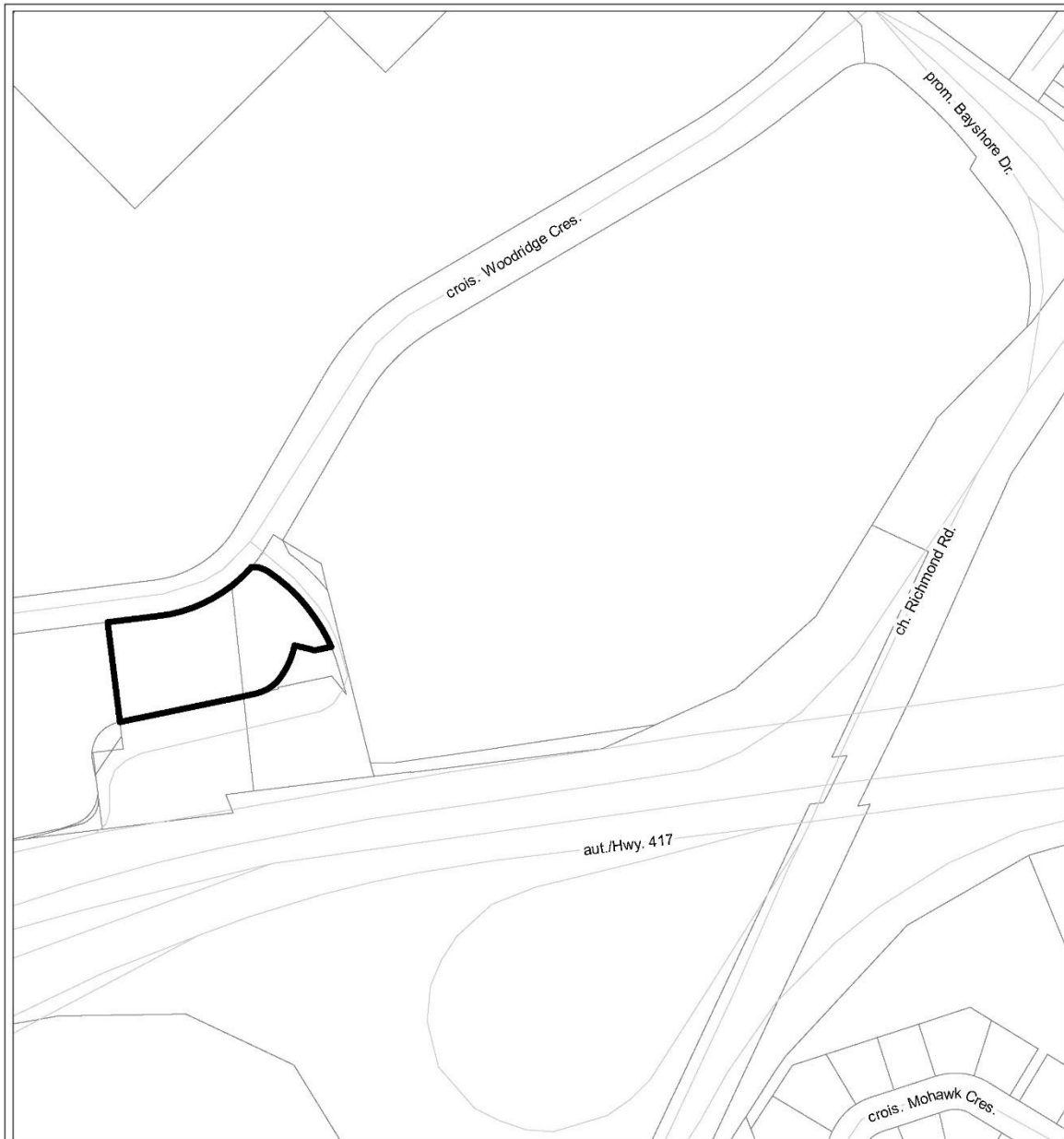
APPLICATION PROCESS TIMELINE STATUS




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 issues

related to engineering and Light Rail Transit matters.

Contact: Laurel McCreight Tel: 613-580-2424, ext. 16587 or e-mail:
laurel.mccreight@ottawa.ca

Document 1 – Location Map



| | | | |
|---|-----------|--|--|
|  | | LOCATION MAP / PLAN DE LOCALISATION SITE PLAN / PLAN D'EMPLACEMENT | |
| D07-12-21-0057 | 22-0188-L |  60 & 64 crois Woodridge Cres. |  <small>NOT TO SCALE</small> |
| I:\COI2021\Site_Plan\Woodridge_60_64 | | | |
| <small>©Parcel data is owned by Teranet Enterprises Inc. and its suppliers All rights reserved. May not be produced without permission. THIS IS NOT A PLAN OF SURVEY</small> | | | |
| <small>©Les données de parcelles appartiennent à Teranet Enterprises Inc. et à ses fournisseurs. Tous droits réservés. Ne peut être reproduit sans autorisation. CECI N'EST PAS UN PLAN D'ARPENTAGE</small> | | | |
| REVISION / RÉVISION - 2022 / 03 / 03 | | | |

Document 2 – Urban Design Review Panel Recommendations

Summary

- The Panel thanked the proponent for their presentation and for addressing the previous recommendations.
- The Panel recommended continuing to evolve the mechanical penthouses to integrate them into the towers and to lighten the tower expression, potentially by removing colour and/or simplifying materials.
- The Panel generally supported the base expression, especially the materiality, but expressed some concerns with its south edge treatment and the openness of the parking garage.
- The Panel recommended considering more active programming around the base of the building, with less emphasis placed on the functionality of the space and more greening of the site, as well as the reduction of surface parking.

Top

- The Panel expressed concerns with the roof trellises and their legibility from the street. It is felt that the steel trellises make the building appear top-heavy and would be better “tucked in” to reduce their prominence where the building meets the sky.
- The Panel recommended improving the integration of the mechanical penthouses by strengthening the design.

Middle

- The Panel noted that the architecture of the tower could have a quieter expression. There was a preference for vertical openings instead of both vertical and square openings.
- The Panel recommended integrating the pillar articulations to break up the length of the south façade.
- Concerns were expressed regarding the darkness of materials. It is recommended that the proponent consider lightening the overall tower expression.

Base

- The Panel noted that there is a greater opportunity to have a more pedestrian-friendly space around the base, especially along Woodridge Crescent. More public programming and retail could be considered by relocating the bike room to the south side of the building.
- The Panel favours the use of terracotta and Corten steel and suggests that those materials be contained to the base expression.

Parking Garage

- The Panel cautioned that an open-air parking garage creates a strong requirement for direct air ventilation and will be highly visible. It is recommended that a more closed façade be considered for garage screening to reduce the impact of headlights and taillights as cars manoeuvre. Similar treatment should be used all around.

- There was also a suggestion to consider mechanically venting the parking garage to achieve the objectives mentioned above.

Landscape Public Realm

- The Panel recommended reducing or eliminating the at-grade parking and introducing more greenery at the plaza to soften its edges. There was a suggestion to introduce more seating areas and areas of respite around the building.
- The proponents should consider reducing the number of entrances by combining the service entrances and relocating the east tower entrance to expand the tree canopy at the plaza. It was also suggested that at-grade parking be shifted to the west so that cars do not dominate the core area and it remains a plaza.
- The Panel suggested reducing the use of asphalt on the driveway to ensure the continuity of the sidewalk.
- There was a suggestion to introduce more public uses, such as a café, at the north-east corner to improve the building's relationship to the street.
- The multi-use pathway has been well-integrated, but the Panel noted that there are further opportunities for greenery along the path. The proponent should consider a lush landscape treatment within the site that could bleed across the edge.
- The Panel noted the open space south of the site should incorporate CPTED principles, including adequate lighting, to ensure the space is safe and welcoming and there are no dark entrances.

Sustainability

- The sustainability elements are appreciated, but the proponents are encouraged to look beyond building features, for example, by considering terraces, permeable pavers, etc.