



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

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Site Location: 200 Lees Avenue

File No.: D07-12-21-0095

Date of Application: June 29, 2021

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This SITE PLAN CONTROL application submitted by Nadia De Santi, WSP, on behalf of the University of Ottawa, is APPROVED as shown on the following plan(s):

1. **Site Plan**, A100, prepared by Architecture 49, dated 2021-06-28, revision 6 dated 2021-10-28.
2. **Elevations**, A0003, prepared by Architecture 49, dated 2021-06-28.
3. **Landscape Plan**, L1, prepared by Architecture 49, dated 2021-06-28, revision 1 dated 2021-10-21.
4. **Tree Clearance and Protection**, L2, prepared by Architecture 49, dated 2021-10-21.
5. **Servicing Plan**, C-001, prepared by WSP, dated 2021-04-15, revision 4 dated 2021-10-08.
6. **Grading Plan**, C-002, prepared by WSP, dated 2021-04-15, revision 5 dated 2021-10-08.
7. **Erosion and Sediment Control Plan**, C-003, prepared by WSP, dated 2021-06-28, revision 3 dated 2021-10-08.
8. **General Notes & Details**, C-004, prepared by WSP, dated 2021-06-28, revision 3 dated 2021-10-08.

And as detailed in the following report(s):

1. **Transportation Impact Assessment**, prepared by IBI Group, dated September 28, 2020.
2. **Transportation Memorandum**, prepared by WSP, dated June 28, 2021.
3. **Noise and Vibration Impact Assessment**, prepared by WSP, dated June 22, 2021, revised October 21, 2021.
4. **Environmental Impact Statement with Tree Conservation Report**, prepared by CIMA+, dated 17 September 2020.
5. **Environmental Impact Statement Addendum**, prepared by CIMA+, dated 8 October 2021.
6. **Phase One Environmental Site Assessment**, prepared by Franz Environmental Inc., dated September 2, 2011.
7. **Phase One Environmental Site Assessment**, prepared by CIMA+, dated 11 September 2020.
8. **Phase Two Environmental Site Assessment**, prepared by Franz Environmental Inc., dated December 9, 2011.
9. **Vibration Monitoring and Control Plan**, prepared by Paterson Group, dated October 6, 2021.
10. **Geotechnical Report**, prepared by Golder, dated September 8, 2020.
11. **Preliminary Geotechnical Investigation**, prepared by Paterson Group, dated October 17, 2020.
12. **Stormwater Management Report**, prepared by WSP, dated October 7, 2021.
13. **Site Servicing Report**, prepared by WSP, dated October 8, 2021.

And subject to the following 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. **Execution of Agreement Within One Year**

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

3. **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.

4. **Barrier Curbs**

The Owner acknowledges and agrees that the parking areas and entrances shall have barrier curbs and shall be constructed in accordance with the drawings of a design professional, such drawings to be approved by the General Manager, Planning, Infrastructure and Economic Development.

5. **Water Supply For Fire Fighting**

The Owner shall provide adequate water supply for fire fighting for every building. Water supplies may be provided from a public water works system, automatic fire pumps, pressure tanks or gravity tanks.

6. **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.

7. **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.

## 8. **Construct Sidewalks**

The Owner shall design and construct sidewalk(s) within public rights of way, or on other City-owned lands, to provide a pedestrian connection from, or to the site, as may be determined by the General Manager, Planning, Infrastructure and Economic Development; such sidewalk(s) shall be constructed to City Standards.

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

Until all requirements with respect to completion of the Works as identified in this Agreement have been carried out and received Approval by the General Manager, Planning, Infrastructure and Economic Development, the Owner shall give notice to the City of a proposed conveyance of title to any building at least thirty (30) days prior to any such conveyance. No conveyance of title to any building shall be effective unless the Owner has complied with this provision.

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

## **Special Conditions**

### 10. **O-Train Confederation Line Corridor Crane Swing Agreement and Precautions**

- a. Prior to the issuance of any Building Permits beyond excavation and shoring, in the event that a construction crane is relocated from the planned /initial location or if an additional crane is required at any time, the Owner(s) shall enter into a Crane Swing Agreement with the City to the satisfaction of the Program Manager, Rail Contracts, operating as O-Train Confederation Line, in consultation with the General Manager, Planning, Infrastructure and Economic Development.
- b. The Owner shall be responsible for all costs of preparation and registration of the required Crane Swing Agreement including the costs of the City-appointed third-party engineer to review of plans together all costs associated with the City's Contractor's review as well. Prior to execution of the said Crane Swing

Agreement by the City, the Owner shall provide to the Program Manager, Rail Contracts, operating as the O-Train Confederation Line, plans, stamped by an Ontario Professional Structural Engineer, identifying the location and description of the type of crane(s) that will be on site (including any existing cranes on the property) to determine if the mast or the arms of the crane would be entering the air rights of the rail corridor adjacent to Lees Avenue , which abuts the site to the west. No crane(s) is to be assembled on site until the specifications of the crane(s) are provided to and approved by the Program Manager, Rail Contracts, operating as the O-Train Confederation Line and the Owner has executed the Crane Swing Agreement.

- c. The Owner further acknowledges and agrees that if a crane does enter the aerial rights of the rail corridor (including the crane arm while swinging free) without a signed Crane Swing Agreement, such action will be in violation of the *Railway Safety Act*, Section 26.1, and the Owner shall immediately cease use of the crane.
- d. Despite a. above, no permit shall be issued for excavation and shoring if the Owner(s) has not demonstrated to the to the satisfaction of the Program Manager, Rail Contracts, operating as O-Train Confederation Line, in consultation with the General Manager, Planning, Infrastructure and Economic Development that:
  - i) The arms of excavators are not able to reach over the O-Train Trillium Line corridor fence line when the arm is fully extended;
  - ii) The arms of equipment for piling, including a mobile crane with belt treads that could be involved in the installing of pilings, shall not reach over the O-Train Trillium Line corridor fence line when fully extended when undertaking any works, including installing and removing the pilings, and when the pilings are being moved.
- e. The Owner(s) acknowledges that should there be any deviation from conditions a) through d) above, that the contractor will be given notice that they are to relocate their equipment, or otherwise remedy the problem immediately, and this could result in the O-Train Confederation Line ceasing activity or the City's Contractor ceasing construction adjacent to the railway corridor until it is verified how the contractor can work without affecting the safety of the O-Train Train Confederation Line corridor.

#### **11. O-Train Confederation Line Lands Access**

The Owner shall contact the Program Manager, Rail Contracts, operating as O-Train Confederation Line, before it or any of its representatives enter onto the O-Train lands adjacent to Lees Avenue, to obtain permission to enter onto the O-Train Confederation Line lands, and the Owner(s) acknowledges and agrees to make arrangements for any required safety precautions (such as the provision of a flag-person at the Owner's cost).

**12. Multi Use Pathway (MUP)**

The Owner agrees to connect all new sidewalks/pathways to the existing sidewalk/pathway(s) located at the Rideau River pathway and Lees Avenue to the satisfaction of the General Manager, Planning, Real Estate and Economic Development (PRED) Department.

**13. Maintenance and Liability Agreement**

The Owner acknowledges and agrees to enter into a maintenance and liability agreement for all pavers, sod, shrub and all plant and landscaping material, placed within portions of the Multi Use Pathway. The Maintenance and Liability Agreement shall be registered on title immediately after the registration of this Agreement. The Owner shall assume all maintenance and replacement responsibilities in perpetuity.

**14. Transportation Impact Assessment**

The Owner has undertaken a Transportation Impact Assessment for this site, which Transportation Impact Assessment 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, Infrastructure and Economic Development.

**15. 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.

**16. 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.

## **17. Vibration Monitoring**

The Owner acknowledges that, over the course of construction, vibration monitoring is to take place as outlined in the Vibration Monitoring Control Plan and to the City's satisfaction. Monitoring reports are to be provided to the City at regular intervals. Any deviation from the Vibration Monitoring Control Plan is to be approved by the Rail Operations Branch of the Transit Service Department prior to the commencement of any work.

## **18. Engineering Report**

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

## **19. Warning Clauses**

The Owner, or any subsequent owner of the whole or any part of the subject lands, acknowledges and agrees that all agreements of purchase and sale or lease agreements shall contain the following clauses for the benefit of the owner of the adjacent public transit light rail rapid system:

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

The Purchaser/Lessee acknowledges and agrees that the City of Ottawa, or any subsequent railway entity, will not be responsible, and hereby forever releases the City of Ottawa or any subsequent railway entity for any complaints or claims, whatsoever, arising from the use of, or noise, vibration, light, electromagnetic interferences, stray current transmissions, smoke and particulate matter generated from, such facilities and/or operations or maintenance on, over, under, adjacent, or proximate the rail right-of-way

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."

## **20. Building/Construction Permit Drawings**

The Owner covenants and agrees to submit PDF files of all construction permit application forms and drawings to [otrainrightofway/emprisesotrain@ottawa.ca](mailto:otrainrightofway/emprisesotrain@ottawa.ca) prior to submitting an application form and/or drawing(s) to the Chief Building Official, Building Code Services. In the event of any revision to the submitted construction permit drawing(s) pertaining to any portion of the proposed building below grade, including but not limited to underground parking, the Owner covenants and agrees to submit PDF files of such revision(s) to [otrainrightofway/emprisesotrain@ottawa.ca](mailto:otrainrightofway/emprisesotrain@ottawa.ca) prior to submitting the revised construction permit drawing(s) to the Chief Building Official, Building Code Services.

## **21. Construction Cranes**

Prior to the use of any construction cranes on the subject lands (including mobile and stationary cranes), the Owner acknowledges and agrees to provide to [otrainrightofway/emprisesotrain@ottawa.ca](mailto:otrainrightofway/emprisesotrain@ottawa.ca), the specifications of the crane(s) including, but not limited to, the crane arm span and load capacity, for review against potential impacts to the safe operation of the Confederation Line and Confederation Line Corridor.

## **22. Crane Swing Agreement**

- (a) The Owner acknowledges and agrees that, based on the information provided in Clause X hereinabove, the Owner may be required to enter into a Crane Swing Agreement prior to the operation of any cranes on the subject lands, to the satisfaction of the Director, Rail Operations, as well as the General Manager, Planning, Infrastructure and Economic Development.
- (b) The Owner acknowledges and agrees it shall be responsible for all costs associated with the preparation and registration of a Crane Swing Agreement. No crane shall be assembled on site until the Owner has entered into a Crane Swing Agreement with the City, which agreement shall be registered on title to the subject lands.
- (c) The Owner acknowledges and agrees that if any part of the crane does enter the aerial rights of the rail corridor (including the crane arm while swinging free) without a signed Crane Swing Agreement, such action will be in violation of Section 26.1 of the Railway Safety Act, R.S.C., 1985, c.32 (4th Supp.), as amended, and the Owner shall immediately cease use of the crane.



## **23. Corridor Crane Precautions**

- a) Prior to the issuance of any Building Permits beyond excavation and shoring, the Owner(s) shall enter into a Crane Swing Agreement with the City to the satisfaction of the Program Manager, Rail Contracts, operating as O-Train Confederation Line, in consultation with the General Manager, Planning, Infrastructure and Economic Development.
- b) The Owner shall be responsible for all costs of preparation and registration of the required Crane Swing Agreement including the costs of the City-appointed third-party engineer to review of plans together all costs associated with the City's Contractor's review as well. Prior to execution of the said Crane Swing Agreement by the City, the Owner shall provide to the Program Manager, Rail Contracts, operating as the O-Train Confederation Line, plans, stamped by an Ontario Professional Structural Engineer, identifying the location and description of the type of crane(s) that will be on site (including any existing cranes on the property) to determine if the mast or the arms of the crane would be entering the air rights of the rail corridor adjacent to Lees Avenue , which abuts the site to the west. No crane(s) is to be assembled on site until the specifications of the crane(s) are provided to and approved by the Program Manager, Rail Contracts, operating as the O-Train Confederation Line and the Owner has executed the Crane Swing Agreement.
- c) The Owner further acknowledges and agrees that if a crane does enter the aerial rights of the rail corridor (including the crane arm while swinging free) without a signed Crane Swing Agreement, such action will be in violation of the Railway Safety Act, Section 26.1, and the Owner shall immediately cease use of the crane.
- d) Despite a. above, no permit shall be issued for excavation and shoring if the Owner(s) has not demonstrated to the to the satisfaction of the Program Manager, Rail Contracts, operating as O-Train Confederation Line, in consultation with the General Manager, Planning, Infrastructure and Economic Development that:
  - i. The arms of excavators are not able to reach over the O-Train Trillium Line corridor fence line when the arm is fully extended;
  - ii. The arms of equipment for piling, including a mobile crane with belt treads that could be involved in the installing of pilings, shall not reach over the O-Train Trillium Line corridor fence line when fully extended when undertaking any works, including installing and removing the pilings, and when the pilings are being moved.
- e) The Owner(s) acknowledges that should there be any deviation from conditions a) through d) above, that the contractor will be given notice that they are to relocate their equipment, or otherwise remedy the problem immediately, and this could result in the O-Train Confederation Line ceasing activity or the City's Contractor ceasing construction adjacent to the railway

corridor until it is verified how the contractor can work without affecting the safety of the O-Train Train Confederation Line corridor.

#### **24. Requirement for an Escort**

The Owner shall contact the Program Manager, Rail Contracts, operating as O-Train Confederation Line, before it or any of its representatives enter onto the O-Train lands adjacent to Lees Avenue, to obtain permission to enter onto the O-Train Confederation Line lands, and the Owner(s) acknowledges and agrees to make arrangements for any required safety precautions (such as the provision of a flag-person at the Owner's cost). All work must be approved prior accessing any lands, approval and coordination of work can be obtained by contacting [otrainrightofway/emprisesotrain@ottawa.ca](mailto:otrainrightofway/emprisesotrain@ottawa.ca).

#### **25. 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**, prepared by Golder Associates Ltd., dated September 8, 2020 and **Preliminary Geotechnical Investigation Report**, dated June 24, 2021 & **Engineering Memo PG5656-MEMO.04**, dated October 6, 2021, both prepared by Paterson Group (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.

#### **26. 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.

#### **27. 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.

## **28. Stormwater Management Memorandum**

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

## **29. Protection of City Sewers**

- (a) Prior to the issuance of a building permit, the Owner shall, at its expense:
- (i) provide the General Manager, Planning, Infrastructure and Economic Development with the engineering report from a Professional Engineer, licensed in the Province of Ontario, which report shall outline the impact of the proposed building's footing and foundation walls, on the City sewer system, that crosses the west (Sanitary Trunk Sewer Easement) frontages (the "City Sewer System") and the impact of the existing City Sewer System on the building's footing and foundation walls;
  - (ii) obtain a legal survey acceptable to the General Manager, Planning, Infrastructure and Economic Development and the City's Surveyor, showing the existing City Sewer System within west (Sanitary Trunk Sewer Easement) and the location of the proposed building and its footings in relation to the City Sewer System;
  - (iii) obtain a video inspection of the City Sewer System within west (Sanitary Trunk Sewer Easement) 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 west (Sanitary Trunk Sewer Easement) 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 west (Sanitary Trunk Sewer Easement) and compensate the City for the full amount of any required repairs to the City Sewer System.

### 30. Inlet Control Devices (ICDs)

The Owner acknowledges and agrees to install and maintain in good working order the required in-ground stormwater inlet control devices, as recommended in the approved **SWM Report**, prepared by WSP, dated October 7, 2021, **Site Servicing Plan**, Dwg C-001, prepared by WSP, revision 4 dated October 8, 2021 and **General Notes and Details Plan**, Dwg C-004, prepared by WSP, revision 3 dated October 8, 2021, referenced in Schedule “E” herein. The Owner further acknowledges and agrees it shall assume all maintenance and replacement responsibilities in perpetuity. The Owner shall keep all records of inspection and maintenance in perpetuity and shall provide said records to the City upon its request.

### 31. Professional Engineering Inspection

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

### 32. Stormwater Works Certification

Upon completion of all stormwater management Works, the Owner acknowledges and agrees to retain the services of a Professional Engineer, licensed in the Province of Ontario, to ensure that all measures have been implemented in conformity with the approved **SWM Report**, prepared by WSP, dated October 7, 2021, **Site Servicing Plan**, Dwg C-001, prepared by WSP, revision 4 dated October 8, 2021 and **General Notes and Details Plan**, Dwg C-004, prepared by WSP, revision 3 dated October 8, 2021, 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 **SWM Report**, prepared by WSP, dated October 7, 2021, **Site Servicing Plan**, Dwg C-001, prepared by WSP, revision 4 dated October 8, 2021 and **General Notes and Details Plan**, Dwg C-004, prepared by WSP, revision 3 dated October 8, 2021, referenced in Schedule “E” herein.

### **33. Site Dewatering**

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

### **34. Water Plant**

The Owner acknowledges and agrees that the water plant within the lands is a private watermain. The Owner further acknowledges and agrees that the private watermain and appurtenances thereto are to be maintained by the Owner at its own expense, in perpetuity. The Owner performing maintenance on critical infrastructure, such as private watermains and private fire hydrants, shall maintain adequate records as proof of having done so in accordance with applicable regulations, and that the records shall be retained for review by the City and or the Ottawa Fire Services when requested.

### **35. 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.

### **36. Bird Friendly Design**

The Owner acknowledges and agrees that the project will be constructed using bird-safe glass and/or other integrated measures as specified in Guideline 2 of the City's Bird-Safe Design Guidelines to reduce the risks to birds associated with transparent and/or reflective surfaces. This includes the application of measures meeting the City's specifications to a minimum of 90% of the glass within the first

16 metres of height or to the height of the adjacent mature tree canopy, whichever is greater, and to a minimum height of 4 m from the surface of any green roof, rooftop garden or terrace. This further includes the use of bird-safe glass to reduce the risks associated with design traps such as glass corners, fly-through conditions, glass railings or parapets as described in Guideline 3.

### **37. Tree Protection**

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

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

November 8, 2021

\_\_\_\_\_  
Date



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

Enclosure: Site Plan Control Application approval – Supporting Information



## SITE PLAN CONTROL APPROVAL APPLICATION SUPPORTING INFORMATION

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**File Number:** D07-12-21-0095

### SITE LOCATION

200 Lees Avenue, and as shown on Document 1.

### SYNOPSIS OF APPLICATION

The subject site is located within the University of Ottawa Lees Campus and the broader Old Ottawa East neighbourhood. The subject site is on the south side of Lees Avenue, with a frontage of approximately 111 metres, and a total site area of approximately 6.9 hectares. Currently, the site is occupied by five campus buildings, three of which will be demolished for the proposed development, while two are proposed to be retained.

Abutting the subject site to the east are the University of Ottawa Lees Campus Buildings A and E, which are proposed to be retained, and Gee-Gees Field Stadium. North of the subject site is the Provincial Highway 417 and the Lees O-Train Station, which is located approximately 150 metres north of the site. West of the subject site is Hurdman Bridge and the Rideau River Nature Trail. Further west there is a mix of commercial and residential uses, predominantly in the form of mixed-use apartment buildings. Bordering the site to the south is the Rideau River.

The proposed development is a five-storey institutional building to be used by the University of Ottawa as a Health Sciences Building, with a mix of social gathering areas and academic spaces, including laboratories and offices for faculty and students. The proposed development includes a total of 148 vehicular surface parking spaces and 184 bicycle parking spaces, as well as a loading bay with two loading spaces at the northeast corner of the building. Vehicular access to the site will be maintained off of Lees Avenue.

The proposed building would be clad in a mix of materials, including light blue tinted glass, light blue metal spandrel panels, white composite aluminium panels, exposed wood soffits, large format dark masonry, as well as some dark standing seam metal in some select areas. The massing is proposed to be an articulated L-shaped block that places equal importance on the academic quad, the river view, the LRT corridor and separates vehicular and pedestrian movements. The proponent has agreed to ensure that the design specifications for construction will include a requirement that the windows and window treatments (glazing, etc.) be designed in accordance with the Bird-Safe Design Guidelines. The specification also calls for the installation of bird warning glass. This requirement is reflected in Special Condition 41.

The proposed development features an outdoor academic quad to the east of the building, including a pavilion and communal gardens to serve as gathering spaces. At the southwest corner of the building an elevated terrace is proposed to provide users views of the Rideau River to the south and of the light rail trains to the west. The proposed development will be connected to Lees Station and Lees Avenue with a pedestrian connection and wayfinding elements, as well as creating linkages with the existing multi-use pathway along the Rideau River.

The University of Ottawa Master plan was developed in 2015 and is a guide to development for the entire University, which is divided into precincts, each with individual development goals. 200 Lees Avenue is called the River Precinct and is adjacent to the Lees Station precinct. Elements of the Master Plan such as the need for community hubs, major open space initiatives, public art and culture and academic mixed uses are met or exceeded.

The site is located within 600m of the Lees LRT station and, as such, the Transit Oriented Development Guidelines apply. The proposal is successful in aligning itself with these guidelines in that it provides transit-supportive uses within walking distance of a rapid transit stop, orients buildings towards transit stations, maintains a human scale along sidewalks, creates a landmark through distinctive design features, provides architectural variety and provides pedestrian connections that are safe, convenient and comfortable.

The site is located within the Lees Avenue Transit-Oriented Development Plan, which was approved in 2014. The proposed building is anticipated to accommodate 550 jobs, which equates to 80 jobs per hectare. Understanding that the remainder of the parcel will be redeveloped at a later date, the proposed development will contribute to the overall long-term density goal of 175 jobs and people per gross hectare, as outlined in the TOD plan.

The proposed building is fully compliant with the property's TD3[2029] (Transit Oriented Development Zone, Subzone 3, Exception 2029) zoning, and respects the required 30 metre setback from the water's edge to the south. While a 5-storey institutional building is being proposed in a transit-oriented area that allows mixed-use buildings up to 30 storeys in height, the University indicates that the eastern portion of the lands will be re-developed to meet future University demands which could include high rise residential towers mixed with enhanced athletic facilities. Should those uses be developed, the University would be receptive to an interactive street front rather than a purely academic building as proposed for this parcel.

## **DECISION AND RATIONALE**

This application is approved for the following reasons:

- The subject site is designated Mixed Use Centre under Schedule B of the Official Plan. The proposed development is consistent with the policies for the Mixed Use Centre Area, which encourages a mix of transit-supportive uses within close proximity to transit stations.



- The subject site is subject to the Old Ottawa East Secondary Plan. The proposed development is consistent with the policies of the Secondary Plan, which seeks to encourage mixed-use developments near the Lees Avenue Transit Station.
- The subject site is subject to the Lees Avenue Transit-Oriented Development Plan, which seeks to provide higher densities of people and jobs close to transit stations.
- The Transit Oriented Design Guidelines are applicable to this proposal. The proposal complies with these Guidelines.
- The proposal is in conformity with the TD3[2029] (Transit Oriented Development Zone, Subzone 3, Exception 2029) zone.
- The proposed 5-storey institutional building is in the public's interest and represents good planning.

## **PARKLAND DEDICATION**

Parkland dedication, in accordance with By-law 2009-95, is not applicable to this development.

## **URBAN DESIGN REVIEW PANEL**

The Site Plan Control application was subject to the Urban Design Review Panel process. An informal review meeting was held on January 8, 2021, and a second informal review meeting was held on July 9, 2021.

The panel's recommendations from the formal review meeting are included under Document 2.

The Panel was successful in aiding in the implementation of elements such as sustainability measures being fully integrated into the design and landscape treatment.

## **CONSULTATION DETAILS**

### **Councillor's Concurrence**

Councillor Shawn Menard is aware of the application related to this report. Councillor has concurred with the proposed conditions of approval.

### **Public Comments**

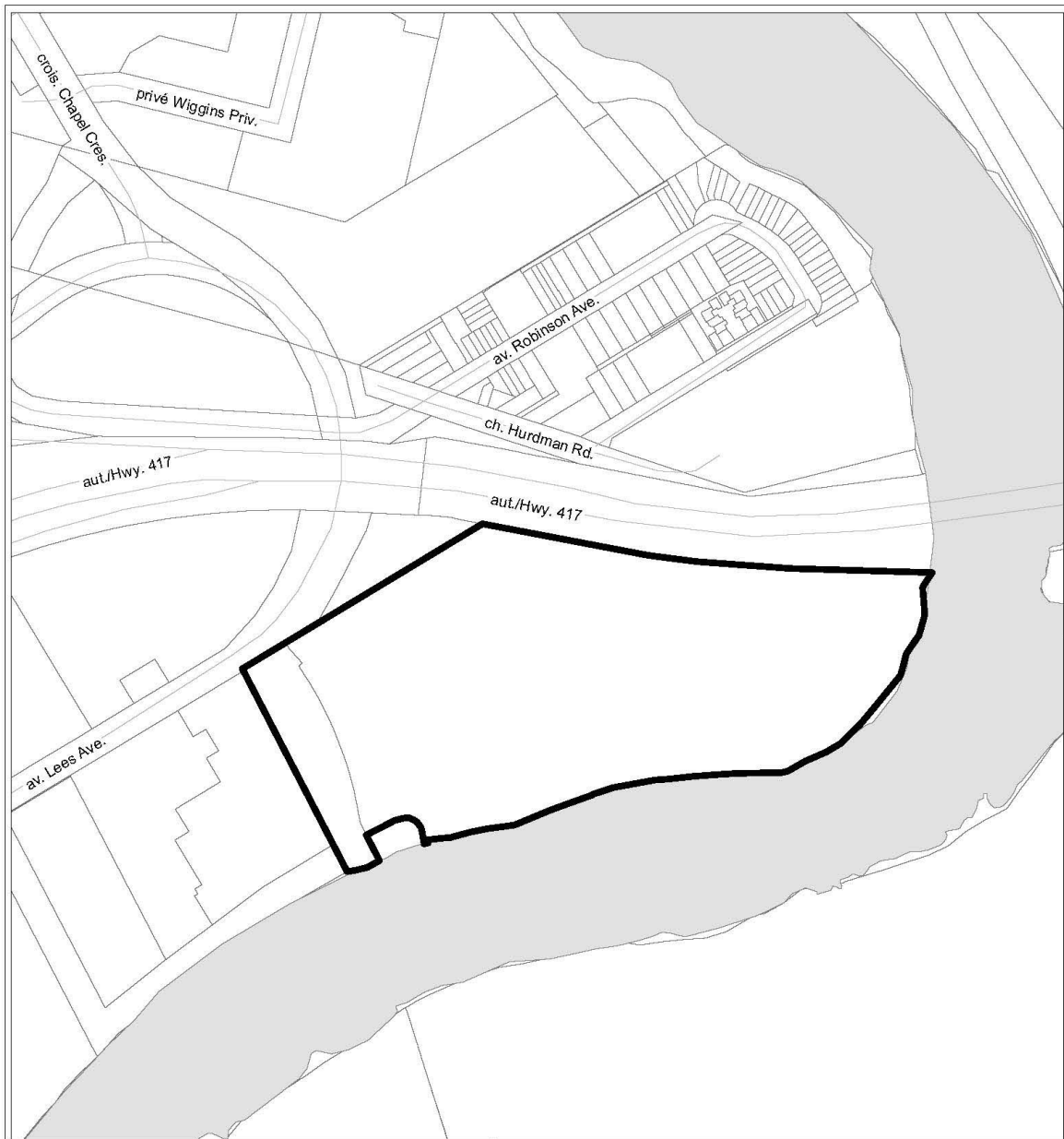
This application was subject to public circulation under the Public Notification and Consultation Policy. There was no public comment received online.




## **APPLICATION PROCESS TIMELINE STATUS**

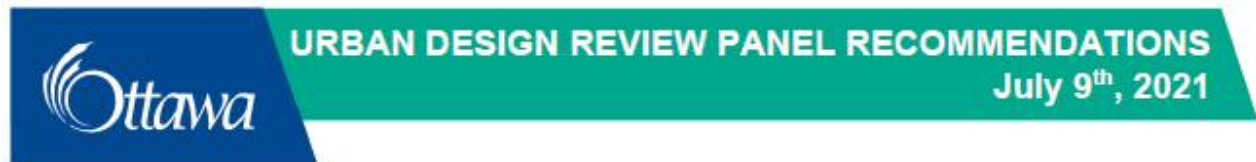
This Site Plan application was processed by the On Time Decision Date established for the processing of an application that has Manager Delegated Authority.

**Contact:** Jean-Charles Renaud Tel: 613-580-2424, ext. 27629 or e-mail: [Jean-Charles.Renaud@ottawa.ca](mailto:Jean-Charles.Renaud@ottawa.ca).

# Document 1 – Location Map



		LOCATION MAP / PLAN DE LOCALISATION SITE PLAN / PLAN D'EMPLACEMENT	
D07-12-21-0095	21-1040-J		
I:\CO\2021\SiteLees_200			
<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 Entreprises Inc.                  et à ses fournisseurs. Tous droits réservés. Ne peut être reproduit                  sans autorisation. CEDI N'EST PAS UN PLAN D'ARPENTAGE</small>			
REVISION / RÉVISION - 2021 / 07 / 22		 <b>200 av. Lees Ave.</b>	 <small>NOT TO SCALE</small>



**200 LEES AVENUE** | Informal Pre-consultation | Site Plan Control Application | PCL Construction; Ottawa University; Architecture 49



### Summary

- The Panel thanked the proponent for bringing this project for a second informal pre-consultation. The Panel supports the curvature of the façade along the LRT, the connection to Lees Avenue, and the changes on the courtyard to provide a more significant gathering space.
- The Panel expressed concerns with the materials and palette being developed but commended the proponent for the deployment of the materials to differentiate the wings.
- The Panel believes the fundamental issue is the organization of the two wings that result in the services and parking area bleeding into the courtyard. The Panel strongly recommends reconsidering this and notes the previous iteration was more successful at enclosing the courtyard.
- The Panel noted that this scheme does not connect the courtyard with the river, and thus diminishes the public realm experience.

### Context

- The Panel appreciates the design parti but notes that some positive elements of the previous scheme, particularly associated with the courtyard, have been lost.
- The Panel appreciates the introduction of the curvature but recommended shifting more of the glazing onto the façade facing the river, instead of the LRT, to open up views of the river.

**Materiality**

- The Panel expressed concern with the viability of the materials; the use of metal panels does not elevate the building and raises some durability questions, for example how the white panels would age over time.
- The Panel cautions that the proposed materials, although contemporary, have the risk of being perceived as practical and inexpensive. Consider a variety of materials such as masonry that would elevate the building's design.
- The Panel appreciates the curvature but notes that the vertical elements of the façade treatment appear disconnected from the other elements.

**Massing**

- The Panel had concerns with the façade along Lees Avenue and recommended that the building have a stronger urban edge.
- The Panel recommended breaking the south wing into two or three vertical segments to reduce the perception of a long façade.
- The Panel appreciated the different treatment of the two wings, noting that one wing has a vertical white frame while the other has vertical intercepts that appear to break the long length of the façade.
- The Panel noted the previous three-wing scheme created a street condition at the north that shielded the parking from the courtyard. In the current scheme the shortening of the third wing has caused the loss of enclosure of the courtyard and significantly increased the visibility and presence of the loading and parking area. This is a very undesirable outcome.
- There was a suggestion to reorient the parking 90 degrees, move the service and loading area under the building, and create a street wall condition to shield the courtyard from the parking and servicing area.

**Public Realm and Landscape Treatment**

- The Panel appreciated the changes to the courtyard; the elliptical space has potential to be programmed as a social space that allows a wide variety of activities. However, the Panel noted that the courtyard and the atrium would have a stronger exterior presence if the rotunda was shifted to serve as a focal point at the corner of the two wings.
- The Panel noted that the separation distance between the existing 2-storey building and the proposed south wing is too narrow. It reduces the permeability and porosity of the site, and the blank wall condition does not create a welcoming environment. Additionally, the increase in length diminishes the landscape and creates a disconnect between the courtyard and the river. Reducing the length of

the southern wing will open up the views to the river and create a place with a distinct and unique character for people to experience.

**Sustainability**

- The Panel appreciates the focus on sustainability and suggests that sustainability measures be fully integrated into the design and landscape treatment.