



**SITE PLAN CONTROL APPLICATION
DELEGATED AUTHORITY REPORT
PLANNING, REAL ESTATE AND ECONOMIC DEVELOPMENT DEPARTMENT**

Site Location: 933 Gladstone Avenue

File No.: D07-12-21-0149

Date of Application: September 24, 2021

This SITE PLAN CONTROL application submitted by Fotenn Planning + Consultants c/o Tim Beed, on behalf of Ottawa Community Housing Corporation, is APPROVED as shown on the following plan(s):

1. **Site Plan**, A010, prepared by Diamond Schmitt, dated 08 SEP 2021, revision 19 dated October 4 2023.
2. **North Elevation**, A301, prepared by Diamond Schmitt, dated 23 JUL 2021, revision 7 dated March 9 2022.
3. **East Elevation**, A302, prepared by Diamond Schmitt, dated 23 JUL 2021, revision 7 dated March 9 2022.
4. **South Elevation**, A303, prepared by Diamond Schmitt, dated 23 JUL 2021, revision 7 dated March 9 2022.
5. **West Elevation**, A304, prepared by Diamond Schmitt, dated 23 JUL 2021, revision 7 dated March 9 2022.
6. **Rebate Elevations**, A305, prepared by Diamond Schmitt, dated 23 JUL 2021, revision 7 dated March 9 2022.
7. **Rebate Elevations**, A306, prepared by Diamond Schmitt, dated 23 JUL 2021, revision 7 dated March 9 2022.
8. **Tree Protection Plan**, TP-1, prepared by Lashley + Associates, dated 2021 SEP 08, revision 10 dated May 4, 2023.
9. **Landscape Plan**, L1-1, prepared by Lashley + Associates, dated 2021 SEP 08, revision 12 dated October 4, 2023

10. **Planting Plan**, L1-2, prepared by Lashley + Associates, dated 2022 FEB 18, revision 7 dated May 4, 2023
11. **Entrance Court Planting Plan**, L1-3, prepared by Lashley + Associates, dated 2022 FEB 18, revision 7 dated May 4, 2023
12. **Irrigation Plan**, L1-4, prepared by Lashley + Associates, dated 2022 JUNE 16, revision 5 dated May 4, 2023
13. **Details**, L2-1, prepared by Lashley + Associates, dated 2021 SEP 08, revision 10 dated September 1, 2023.
14. **Site Servicing Plan**, C001, prepared by Morrison Hershfield, dated 2021 AUG 03, revision 10 dated October 4, 2023
15. **Grading Plan**, C002, prepared by Morrison Hershfield, dated 2021 AUG 03, revision 11 dated October 4, 2023.
16. **Erosion and Sediment Control Plan**, C003, prepared by Morrison Hershfield, dated 2021 SEP 08, revision 9 dated October 4, 2023.
17. **Details 1**, C101, prepared by Morrison Hershfield, dated 2021 SEP 08, revision 9 dated October 4, 2023.
18. **Details 2**, C102, prepared by Morrison Hershfield, dated 2021 SEP 08 revision 9 dated October 4, 2023.
19. **Details 3**, C103, prepared by Morrison Hershfield, dated 2021 SEP 08 revision 9 dated October 4, 2023.
20. **Details 4**, C104, prepared by Morrison Hershfield, dated 2021 SEP 08, revision 9 dated October 4, 2023.
21. **Removals Plan**, C700, prepared by Morrison Hershfield, dated 2021 SEP 08, revision 9 dated October 4, 2023.
22. **Roof Drain Layout & Ponding**, C701, prepared by Morrison Hershfield, dated 2021 SEP 08, revision 9 dated October 4, 2023.
23. **Existing Site Catchments**, C800, prepared by Morrison Hershfield, dated 2021 SEP 08, revision 9 dated October 4, 2023.
24. **Proposed Site Catchments**, C801, prepared by Morrison Hershfield, dated 2021 SEP 08, revision 9 dated October 4, 2023.

And as detailed in the following report(s):

1. **Site Servicing and Stormwater Management Design Brief, 933 Gladstone Avenue – Phase 1, Ottawa, Ontario**, prepared by Morrison Hershfield, dated September 8th, 2021, revision 2 March 10th, 2023.
2. **Geotechnical Investigation and Hydrogeology Assessment**, prepared by Golder Associates Ltd., dated May 2022.
3. **Phase I Environmental Site Assessment**, prepared by Golder Associates Ltd., dated October 21, 2022.
4. **Phase II Environmental Site Assessment**, prepared by Golder Associates Ltd., dated October 22, 2022.
5. **Transportation Noise & Vibration Assessment**, prepared by Gradient Wind Engineering Inc., dated September 23, 2021.
6. **Pedestrian Level Wind Study**, prepared by Gradient Wind Engineering Inc., dated September 23, 2021.
7. **Gladstone Village Development (Phase 1) TIA Strategy Report**, Prepared by Parsons, dated September 22, 2021.
8. **Trillium Line Level 2 Proximity Study and Appendices**, prepared by Paterson Group Inc., dated September 22, 2021.

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

Requirements

1. The Owner shall submit a certificate of insurance in a form satisfactory to the City. The certificate of insurance must be issued in favor of the City of Ottawa in an amount not less than five million dollars per occurrence, must contain an endorsement naming the City as an additional insured and an unconditional thirty days' notice of any material change or cancellation of the policy.
2. Registration of Subdivision from application D07-16-21-0022 must be completed prior to registration of this Site Plan Agreement on the associate lands.

General Conditions

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

The Owner shall enter into this Site Plan Control Agreement, including all standard and special conditions, financial and otherwise, as required by the City. In the event that the Owner fails to sign this Agreement and complete the conditions to be

satisfied prior to the signing of this Agreement within one (1) year of Site Plan approval, the approval shall lapse.

Note: The Site Plan Agreement will not be registered on title until registration of Subdivision D07-16-21-0022 is complete. The agreement will be registered against the "Phase 1" lands only.

2. **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.

3. **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.

4. **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.

5. **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.

6. **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.

7. **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.

8. **Completion of Works**

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

9. **Development Charges**

The Owner shall pay development charges to the City in accordance with the bylaws of the City.

Special Conditions

Roads Right-of-Way and Traffic

10. **On-Site Parking**

(a) The Owner acknowledges and agrees that units within the proposed building(s) may 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 11 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.

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

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

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

Access

12. **Private Approach Detail**

The Owner agrees that all private approaches, including temporary construction access to the subject lands, shall be designed and located in accordance with and shall comply with the City's Private Approach By-Law, being By-law No. 2003-447, as amended, and shall be subject to approval of the General Manager, Planning, Real Estate and Economic Development.

LRT and O-Train

13. **Construction Methods and Scheduling**

The Owner acknowledges and agrees that construction methodology, timing and scheduling must be submitted for review and approval by the Rail Construction

Project Office, Transit Services Department, to ensure that there no impacts on the Stage 2 Ottawa Light Rail Transit (OLRT) project or its operation one hundred and twenty (120) days prior to the proposed commencement of work of any site works and/or building permits being issued, including conditional permits. The Owner agrees to provide the following documents, at the Owner's cost and to the satisfaction of the Director, Rail Construction Project Office:

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

The Owner acknowledges and agrees it shall pay all costs associated with the review and approval, by the City and Rail Construction Project Office, of the plans and/or reports listed above. The Owner shall, at its cost, comply with any conditions required by the Director, Rail Construction Project Office following review and approval of the above documents.

14. **Additional Plans Reports and Plans**

In addition to the documents listed in Condition 1 above the Owner further acknowledges and agrees that if construction of the proposed development is not completed prior to the start of the construction program of the Stage 2 OLRT project, as determined by the Rail Construction Project Office; or occurs after the construction of the Stage 2 OLRT project has been completed, the following documents must be provided for review and approval one hundred and twenty (120) days prior to the commencement of work of any site works and/or building permits being issued, including conditional permits, to the satisfaction of the Director, Rail Construction Project Office:

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

The Owner acknowledges and agrees it shall pay all costs associated with the review and approval, by the City and Rail Construction Project Office, of the plans and/or reports listed above. The Owner shall, at its cost, comply with any conditions required by the Director, Rail Construction Project Office following review and approval of the above documents.

15. **Dewatering and Discharge Plan**

The Dewatering and Discharge plan listed in Condition 2 above shall include, but not limited to, the following details:

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

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

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

The Blast Assessment Report (BAR), listed in Condition 2 above, shall include but not limited to, the following details:

- (a) Work plan showing details of the proposed blasting operations
- (b) Types of explosive and detonation to be adopted.
- (c) Pre-blast survey
- (d) Protection against damage to the adjacent structures, underground and above-ground utilities, and protection of the public safety.
- (e) Blasting limits
- (f) Determination of the zone of influence due to blasting, and assessment of the blasting effects to all structures and utilities within the zone of influence.
- (g) Details of vibration monitoring.
- (h) Methods of remedial measures of damages caused by blasting.
- (i) Emergency responses to blasting damage.
- (j) Qualifications and experience of the individuals and specialists of the blasting contractor who are responsible for the blasting operations.

The Owner acknowledges and agrees to contact the Rail Construction Project

Office to confirm the details to be included in the BAR prior to completing the report.

The Owner acknowledges and agrees to submit the BAR, a minimum of 120 days prior to blasting for review and approval by Rail Construction Project Office. The Owner agrees that changes to the construction methods and/or building limits may be required ensure the integrity of the light rail infrastructure.

The Owner further acknowledges and agrees that all blasting activities shall conform to the City Special Provisions F-1201 and OPSS 120 entitled Use of Explosives, as amended. Prior to any blasting activities, a pre-blast survey shall be prepared as per City Special Provisions F-1201, at the Owner's expense, for all buildings, utilities, structures, including existing and proposed OLRT structures, water wells and facilities likely to be affected by the blast in particular, those within seventy-five (75) metres of the location where explosives are to be used. The standard inspection procedure shall include the provision of an explanatory letter to the owner or occupant and owner with a formal request for permission to carry out an inspection.

The Owner acknowledges and agrees it shall pay all costs associated with the review and approval, by the City and Rail Construction Project Office, of the plans and/or reports listed above. The Owner shall, at its cost, comply with any conditions required by the Director, Rail Construction Project Office following review and approval of the above documents.

17. **Field Monitoring and Action Plan**

The field monitoring and action plans listed in Condition 2 above, shall include but not limited to, the following details:

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

The Owner acknowledges and agrees to contact the Rail Construction Project Office to confirm the details to be included in the field monitoring and action plans prior to completing the plans. The Owner acknowledges and agrees it shall pay all costs associated with the review and approval, by the City and Rail Construction Project Office, of the plans and/or reports listed above. The Owner shall, at its cost, comply with any conditions required by the Director, Rail Construction Project Office following review and approval of the above documents.

18. **Additional Cost Associated with Construction Methodology**

The Owner acknowledges and agrees that upon review of the construction methods proposed by the Owner and/or its agent(s), should any additional measures or costs be required or incurred for the construction and/or protection of the Stage 2 OLRT project, the Owner acknowledges and agrees that it shall compensate the City or its successor for such extra costs, including review and approval of the Owner's proposed works, compliance with any conditions or requirements and inspection of the completed works..

19. **Use of Rock Anchors / Tiebacks**

- (a) The Owner acknowledges and agrees that the use of rock anchors / tiebacks in proximity or within the City's OLRT right-of-way (ROW) corridor is discouraged and will not be permitted without the prior approval of the Director, Rail Construction Project Office. However, should rock anchors / tiebacks be deemed necessary to accommodate the construction of the proposed development, the City and the Rail Construction Project Office may consider their use within the ROW subject to a review and approval. If approved, by the City and the Rail Construction Office, the Owner further acknowledges and agrees to enter into a separate agreement with the City and the Stage 2 OLRT Project Company (Transit Next), pertaining to the construction details for the proposed rock anchors / tieback installation, prior to commencement of such installation. The Owner shall be responsible for all associated costs for preparation and processing of such agreement; the associated review of the rock anchors / tieback installation plans; and the compliance with all conditions of such agreement.
- (b) The Owner acknowledges and agrees to be responsible for any additional costs incurred by the City and the Stage 2 OLRT Project Company (Transit Next) during construction of the OLRT project due to the installation of rock anchors / tiebacks and/or sheet piling within the railway corridor.

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

- (a) The Owner acknowledges and agrees that if the construction of the development is planned to occur during the same time-period as the OLRT construction, and/or associated works, that the works should be coordinated during construction so as not to present a significant delay, if any, to both parties. Accordingly, it is acknowledged that the Owner may encounter potential restrictions and delays associated with the development of the lands, which will be reasonably mitigated through coordination of construction activities, as required. Such coordination and mitigation shall be at the Owner's cost.
- (b) The Owner acknowledges and agrees that disruptions of access to the site may occur during the construction of the OLRT project and/or associated works.

21. **Proximity Study Review Cost Recovery**

The Owner acknowledges and agrees it shall pay all costs associated with the Proximity Study review undertaken by the City and Stage 2 Light Rail Transit Project Office and the implementation of any conditions or requirements. This fee shall be paid prior to registration of the site plan agreement. The owner further agrees to pay any additional costs incurred by the Stage 2 Light Rail Transit Office associated with any further reviews of plans and/or reports associated with the Proximity Study Requirements or to satisfy any O-Train condition(s) included therein.

22. **O-Train Corridor Warning Clause / Notices on Title**

The Owner hereby acknowledges and agrees:

(a) The proximity of the proposed development to the City's future transit operations, may result in noise, vibration, electromagnetic interferences, stray current transmissions, smoke and particulate matter (collectively referred to as "Interferences") to the development;

(b) The City will not accept responsibility for any such Interferences effects on the Lands, the proposed development and/or its occupants;

(c) The Owner acknowledges and agrees all agreements of purchase and sale and lease agreements, and all information on all plans and documents used for marketing purposes, for the whole or any part of the subject lands, shall contain the following clauses which shall also be incorporated in all transfer/deeds and leases from the Owner so that the clauses shall be covenants running with the lands for the benefit of the owner of the adjacent road:

"The Transferee/Lessee for himself, his heirs, executors, administrators, successors and assigns acknowledges being advised that a public light-rail rapid transit system (LRT) is proposed to be located in proximity to the subject lands, and the construction, operation and maintenance of the LRT may result in environmental impacts including, but not limited to noise, vibration, electromagnetic interferences, stray current transmissions, smoke and particulate matter (collectively referred to as the Interferences) to the subject lands. The Transferee/Lessee acknowledges and agrees that despite the inclusion of noise control features within the subject lands, Interferences may continue to be of concern, occasionally interfering with some activities of the occupants on the subject lands. Notwithstanding the above, the Transferee/Lessee acknowledges and agrees to release and save harmless the City of Ottawa and OC Transpo from all suits, proceedings, claims, losses, judgments, damages (direct, indirect, consequential or otherwise), causes of actions, executions, liabilities, fees, and expenses including, without limitation any professional, consultant and legal fees in connection with claims, loss of life, personal injury, damage to property, structural damage or any other loss or injury

whatsoever arising from any Interferences experienced in the development from the use or operation of the transit system in perpetuity.

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

23. **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, at its cost, to the Program Manager, Rail Operations for Capital Railway (operating as “O-Train”), the specifications of the crane(s) including, but not limited to, the crane arm span and load capacity, for review against potential impacts to the safe operation of the O-Train and O-Train corridor.

24. **Crane Swing Agreement**

- (a) The Owner acknowledges and agrees that it may be required to enter into an Encroachment Agreement often referred to as a Crane Swing Agreement prior to the operation of any cranes or other mobile construction equipment on the subject lands and/or adjacent lands that have the potential to breach the aerial rights or rail corridor envelope more generally, to the satisfaction of the General Manager, Transit Services Department or their designate and the General Manager, Planning, Real Estate 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 and compliance with the conditions of such Crane Swing Agreement. No crane shall be assembled on site or mobile construction equipment mobilized to 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) Prior to execution of the Crane Swing Agreement by the City, the Owner shall provide to the General Manager, Transit Services Department or their designate, plans identifying the location and description of the type of crane(s) and other mobile construction equipment that will be on site, including all existing cranes on the lands, to determine if the mast or the arms of any crane(s) or other equipment would be entering the air rights of the rail corridor or adjacent bus loops at light rail transit stations.
- (d) The Owner acknowledges and agrees that if any equipment does enter the aerial rights of the rail corridor 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 equipment.

25. **Corridor Crane Precautions**

Prior to the issuance of any building permits, the Owner shall enter into a Crane Swing Agreement with the City, to the satisfaction of the Program Manager, Rail Operations, and in consultation with the General Manager, Planning, Real Estate and Economic Development. Prior to execution of the said Crane Swing Agreement by the City, the Owner shall provide to the Program Manager, Rail Operations plans identifying the location and description of the type of crane(s) that will be on site, including all existing cranes on the lands, to determine if the mast or the arms of any crane(s) would be entering the air rights of the rail corridor. No crane(s) is to be assembled on site until the specifications of the crane(s) is provided to the Program Manager, Rail Operations, and the Owner has executed the Crane Swing Agreement. The Owner further acknowledges and agrees that if any crane enters the aerial rights of the rail corridor, including the crane arm while swinging free, without a signed Crane Swing Agreement, such action will be in violation of Section 26.1 of the Railway Safety Act, R.S.C., 1985, c. 32 (4th Supp.), as amended, and the Owner shall immediately cease use of the crane. The Crane Swing Agreement shall be registered on title to the development lands, and the Owner shall be responsible for all costs in the preparation and registration thereof. The Owner shall be responsible for the costs of compliance of the conditions of the Crane Swing Agreement.

Noise

26. **Class IV noise item**

Warning Clause:

Purchasers/tenants are advised that this development is in close proximity to an industrial manufacturing facility located at 975 Gladstone Avenue, Ottawa (the "Gladstone Facility") which may operate 24 hours a day, 7 days a week. Various industrial noise-emitting processes may operate continuously or from time to time at any time of day or night. Activities may include idling, loading, unloading and repair of trucks, vehicle back up alarms, snow removal, various manufacturing processes, heating, air conditioning, ventilation, and employee and contractor pedestrian and vehicle movement. The noise emissions emanating from the Gladstone Facility may be audible from this development.

Purchasers/tenants and other occupants are advised that this development is in an area designated Class 4 with respect to noise, and therefore the Class 4 noise limits under the City of Ottawa Environmental Noise Control Guidelines and the Ministry of the Environment, Conservation and Parks Environmental Noise Guideline - Stationary and Transportation Sources - Approval and Planning, Publication NPC-300 apply. The Class 4 noise limits are permitted at this development under By-law No. 2017-255: A By-law of the City of Ottawa respecting noises.

Purchasers/tenants and other occupants are advised that sound levels due to the

Gladstone Facility are required to comply with sound level limits that are protective of indoor areas and are based on the assumption that windows and exterior doors are closed. These dwelling units have been supplied with a ventilation/air conditioning system which will allow windows and exterior doors to remain closed.

27. **Noise Control Attenuation Measures**

The Owner acknowledges and agrees to implement the noise control attenuation measures recommended in the approved Transportation Noise & Vibration Assessment, prepared by Gradient Wind Engineering Inc., dated September 23, 2021, referenced in Schedule "E" of this Agreement, at no cost to the City, as follows:

- (a) each unit is to be equipped with **central air conditioning**, or similar mechanical systems. See stationary noise recommendations for Class 4 Area;
- (b) further to subsection (b) above, the location and installation of any outdoor air conditioning device(s) shall comply with the noise criteria of the Ministry of the Environment, Conservation and Parks' Publication NPC-216, dated 1993, and the Environmental Noise Guidelines for Installation of Residential Air Conditioning Devices, dated September 1994, as amended, in order to minimize the noise impacts both on and off the immediate vicinity of the subject lands;
- (c) upon completion of the development and prior to occupancy and/or final building inspection, a Professional Engineer, licensed in the Province of Ontario with expertise in the subject of acoustics related to land use planning, shall be retained to visit the lands, inspect the installed noise control measures and satisfy themselves that the installed recommended interior noise control measures comply with the measures in the Transportation Noise & Vibration Assessment, prepared by Gradient Wind Engineering Inc., dated September 23, 2021, referenced in Schedule "E" hereto. The Professional Engineer shall prepare, sign and stamp a letter to the General Manager, Planning, Real Estate and Economic Development (the "Certification Letter") stating that they certify acoustical compliance with all requirements of the applicable conditions in this Agreement, to the satisfaction of the General Manager, Planning, Real Estate and Economic Development;
- (d) notice respecting noise shall be registered against the lands, at no cost to the City, and a warning clause shall be included in all agreements of purchase and sale or lease agreements, as detailed in clause 28 below.

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

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

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

Type A – Increasing Roadway Traffic

“The Purchaser/Lessee for himself, his heirs, executors, administrators, successors and assigns acknowledges being advised that noise levels due to increasing roadway/rail/air 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.”

“The Purchaser/Lessee for himself, his heirs, executors, administrators, successors and assigns acknowledges and agrees it shall identify the location and install any outdoor air conditioning device(s) so as to comply with the noise criteria of the Ministry of the Environment, Conservation and Parks’ Publication NPC-216, dated 1993, and the Environmental Noise Guidelines for Installation of Residential Air Conditioning Devices, dated September 1994, as amended, in order to minimize the noise impacts both on and off the immediate vicinity of the subject lands.”

Type E – Proximity to Adjacent Industry

“The Purchaser/Lessee for himself, his heirs, executors, administrators, successors and assigns, acknowledges being advised that due to the proximity of the adjacent commercial buildings/facility/utility, sound levels from the commercial buildings/facility/utility may at times be audible.”

Type C – Forced Air Heating System and Ducting

“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.”

29. **Crossing Agreements**

The Owner agrees and acknowledges that no infrastructure may be constructed in, on, under, over or through the rail corridor without the prior written approval of the City. In the event that the City approves any construction in, on, under, over or through the rail corridor, the Owner will be required to enter into a Crossing

Agreement to the satisfaction of the Program Manager, Rail Operations, and in consultation with the General Manager, Planning, Real Estate and Economic Development at the Owner's cost.

ENGINEERING

30. Professional Engineering Inspection

The Owner shall have competent Professional Engineering inspection personnel on-site during the period of construction, to supervise the Works, and the General Manager, Planning, 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.

Geotechnical Engineering and Soils

31. 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.

32. Geotechnical - Encroachments

The Owner acknowledges and agrees that the Geotechnical Investigation Report has recommended a method of shoring that may encroach onto the adjacent property or onto the City's Oak Street right-of way (Subdivision Street 1 and Street 2). The Owner acknowledges and agrees that it shall be required to obtain the approval of the adjacent property owner and/or receive municipal consent for any Works within the said Road, prior to the installation of any encroachments. The Owner acknowledges and agrees that for encroachments within the said Road, the Owner shall ensure that there will be no conflicts between the proposed shoring method and the municipal services or utilities in the said Road.

33. **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.

Groundwater

34. **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.

Civil Engineering

35. **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."

36. **Protection of City Sewers**

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 933 Gladstone – Phase 1 Lands 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 933 Gladstone – Phase 1 Lands and compensate the City for the full amount of any required repairs to the City Sewer System.

37. **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.

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

The Owner acknowledges and agrees to install and maintain in good working order the required inlet control devices, as recommended in the approved **Site Servicing & Stormwater Management Design Brief** and **Site Servicing Plan**, Dwg C001, revision 2 both prepared by Morrison Hershfield Ltd., dated March 10, 2023, 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.

Private Systems

39. **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.

40. **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 **Site Servicing & Stormwater Management Design Brief** and **Site Servicing Plan**, Dwg C001, revision 2, 2022, both prepared by Morrison Hershfield Ltd., dated March 10, 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 **Site Servicing & Stormwater Management Design Brief** and **Site Servicing Plan**, Dwg C001, revision 9, 2022, both prepared by Morrison Hershfield Ltd., dated March 10, 2022, referenced in Schedule “E” herein.

Site Lighting

41. **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,

Real Estate 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.

Planning and Other

42. Notice on Title – Parkland

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 parkland and city-owned property to the north, within the vicinity of the subject lands may have active hard and soft surface recreational facilities, buildings and supporting infrastructure. These amenities may include lit facilities and may generate noise by users using these facilities and amenities”

“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.”

43. Protection of Public Parklands (1010 Somerset)

- a) 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 city lands (1010 Somerset).
- b) The Owner acknowledges and agrees that should access to 1010 Somerset lands be required for initial development and construction activity purposes for the benefit of Gladstone Village Phase 1, 933 Gladstone Avenue, the Owner shall repair, remediate, replace and reinstate to original or improved conditions, at the Owners sole cost. Furthermore, the Owner shall obtain any requisite city permission(s) prior to accessing 1010 Somerset lands, all to the satisfaction of the General Manager, Recreation, Cultural and Facility Services Department.
- c) The Owner shall install, at their sole expense, fencing of uniform appearance and quality, with a minimum height of 1.5 metres along the common boundary of 1010 Somerset lands. The fence shall be installed 0.15 metres on the public side of the common property line, and the location of the fence shall be verified by an Ontario Land Surveyor. Fence materials will be of commercial grade and consist of heavy-duty 6 gauge black vinyl coated chain link material and black powder coated schedule 40 pipe rails and posts or an approved alternative.

- d) The Owner acknowledges and agrees that no encumbrances of any kind, such as, but not limited to sloping, slope stabilization or other grading or filling activities shall be permitted on or within 1010 Somerset lands. Any and all slope stabilization, grading and/or retaining walls shall be located solely on the subject lands.
- e) The Owner shall submit a cost estimate, for any works proposed on or impacting, including any repair, remediation, replacement and reinstatement of 1010 Somerset lands, and shall submit, as set out in the financial schedule(s) of the Site Plan Agreement, securities in the amount of 100% of the estimated costs, to the satisfaction of the General Manager, Recreation, Cultural and Facility Services Department.
- f) The Owner agrees that subject to the confirmation of the Public Access Easement agreement terms & conditions, and subsequent Maintenance and Liability agreement requirements for the new Multi-Use Pathway (MUP) on the subject lands, the Owner acknowledges and agrees that all maintenance, repair and life-cycle replacement obligations for the MUP are the sole responsibility and cost of the City.

44. **Securities**

- (a) The Owner agrees that the Housing Services Branch shall secure site plan securities, as referenced in Schedule "B" hereto, through the withholding funding in the amount of \$479,260.50 and which will be outlined in the Affordable Housing Contribution Agreement between Ottawa Community Housing Corporation and the City of Ottawa (the "Contribution Agreement. The Contribution Agreement implementing the withholding provisions shall be provided to the satisfaction of the General Manager, Planning and Growth Management, prior to the issuance of an occupancy permit. If the Contribution Agreement is not received at the time of the request for the issuance of an occupancy permit, the Owner acknowledges and agrees to submit securities at a rate of 100% of Total Estimated Cost of works on public property and 50% of Total Estimated Cost of works on private property and as indicated on Schedule "B" hereto.
- (b) Subject to paragraph (a), the Owner acknowledges and agrees that the required security as indicated in Schedule "B" hereto will be secured by the withholding of milestone payments in an amended Contribution Agreement and said milestone payments will continue to be withheld until all site Works, including but not limited to, sanitary sewers, storm sewers, stormwater management Works, watermain Works, landscaping Works and road Works, have been completed to the satisfaction of the General Manager, Planning and Growth Management.

45. **Public Access Easement**

Prior to the registration of this Agreement, the Owner shall grant to the City, at no cost to the City, an un-encumbered 3-metre wide pedestrian easement to the public along the northern property line, being an asphalt pathway, as shown on the approved Site and Landscape Plan, to the satisfaction of the City. The Owner shall provide a Reference Plan for registration, indicating the pedestrian easement, to the City Surveyor for review and approval prior to its deposit in the Land Registry Office. Such reference plan must be tied to the Horizontal Control Network in accordance with the municipal requirements and guidelines for referencing legal surveys. The Owner acknowledges and agrees to provide an electronic copy of the Transfer and a copy of the deposited reference plan to the City Clerk and Solicitor prior to registration of the easement. All costs shall be borne by the Owner. The easement documents shall specify that the easement grants at grade pedestrian access to the parts identified on the Reference Plan.

46. **Maintenance and Liability Agreement for Landscaping**

The Owner acknowledges and agrees it shall be required to enter into a Maintenance and Liability Agreement with the City, for those elements which are to be located in the City's rights-of-way Street 1 and 2 , and Block 3, as shown on the approved Planting Plan, L1-2, referenced in Schedule "E" herein, including all plant and landscaping material (except municipal trees), pedestrian pathway.. 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 of landscape plantings (short of municipal trees) within Streets 1 and 2, in perpetuity.

47. **Exterior Elevations Drawings**

The Owner acknowledges and agrees to construct the proposed building in accordance with the approved North, East ,South, and West elevations, referenced in Schedule "E" herein. The Owner further acknowledges and agrees that any subsequent proposed changes to the approved plans shall be filed with the General Manager, Planning, Real Estate 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

Waste Collection

48. **Waste Collection**

Residential

The Owner acknowledges and agrees that residential cart (and/or container) garbage, recycling, and organic waste collection will be provided by the City from a centralized refuse room or area. The Owner shall provide, at its own expense, adequate storage for the containers and carts and acknowledges it is recommended that they be placed on a concrete floor. The Owner shall provide an

adequately constructed road for direct access to the garbage/recycling/organic waste storage room or area suitable for garbage/recycle/organic waste collection vehicles. Any additional services (i.e. winching of containers) may result in extra charges.

October 19, 2023

Date



Andrew McCreight
Manager (A), Development Review, Central
Planning, Real Estate and Economic
Development Department

Enclosure: Site Plan Control Application approval – Supporting Information



SITE PLAN CONTROL APPROVAL APPLICATION SUPPORTING INFORMATION

File Number: D07-12-21-0149

SITE LOCATION

933 Gladstone Avenue, generally located at the northwest corner of the property bounded by Gladstone Avenue, Preston Street, Somerset Street and the Trillium O-Train corridor, and as shown on Document 1.

SYNOPSIS OF APPLICATION

The proposed development is intended as the first phase within the subject property, known as Gladstone Village, and is generally located at the northwest corner of the property bounded by Gladstone Avenue, Preston Street, Somerset Street and the Trillium O-Train corridor. The Phase 1 site is an irregular-shaped, vacant lot and has a total lot area of 18,318 m² with 79 metres of frontage along a proposed public street and a depth of 76 metres. The boundaries are consistent with the proposed development block (block 6) shown in the corresponding subdivision application.

The subject site was included in the Council approval of the Corso Italia Station District Secondary Plan and associated Zoning amendment for this property. The Rezoning approved 933 Gladstone being rezoned property from Mixed-Use Centre Zone, Floor Space Index 1.5 (MC F (1.5)) to a new Mixed-Use Centre, Subzone 7, Exception 2690, Schedule 433, (MC17[2690] S433) to remove the floor space index provision and establish a maximum height of 57 metres/18-storeys.

To the north of the site are the former Public Works and Government Services lands which are planned to be redeveloped as a westerly extension of Plouffe Park. To the east of the site is undeveloped lands, which are considered for the development of townhouses and low-rise mixed-use units, with existing low-rise residential further east. To the south of the development site is the balance of the Gladstone Village lands (933 Gladstone Avenue) intended for a mixed-use development with potential heights up to 30-storeys. To the west of the site is Trillium Pathway network and the O-Train corridor, and further west contains predominantly low-rise industrial and commercial uses.

The purpose of this application is to accommodate the development of this site. The applicant is proposing a u-shaped building design with two distinct wings which share a three-storey podium base that increases to five-storeys in the east with a four-storey middle component, and a paved plaza space fronting onto the new public road (proposed). The northernmost building will be an 18-storey apartment building and the southern building will consist of a 9-storey apartment building. A total of 336 dwelling

units are proposed, consisting of market and below market units ranging from studio apartments through to four-bedroom units, and 372 m² of commercial space at-grade is proposed in the northern wing. Short-term surface parking and long-term below-grade parking located under the 9-storey building and accessed via the plaza, and will provide 102 residential, 30 visitor, and 13 commercial vehicular parking spaces and 340 bicycle spaces. The development includes 2,028 m² of amenity area divided between indoor (960 m²) and outdoor (1,074 m²) areas.

Residential Units and Types

Dwelling Type	Number of Units
Apartment	336

Related Applications

The following applications are related to this proposed development:

- Plan of Subdivision - D07-16-21-0022

DECISION AND RATIONALE

This application is approved for the following reasons:

- The subject site is located in the Downtown Core transect area, is designated as Hub, and is subject to the 'evolving neighbourhood' overlay policies. The proposed development is consistent with the Official Plan.
- The development is consistent with the West Downtown Core Secondary Plan policies in support of the Corso Italia Station District.
- The proposed development is in conformity with the Zoning By-law. Minor Variances were obtained for portions of the building that didn't match the setback requirements. Approval of application D08-02-23/A-0002 was granted by the Committee of Adjustment with all opportunities for appeals exhausted.
- The development is on a portion of the 933 Gladstone lands that are subject to Subdivision application D07-16-21-0022. Construction of the lands will be coordinated with the subdivision works.
- The proposed development provides a mix of residential units, including affordable housing, and supports the intensification and growth around the O-Train line and mixed-use neighbourhood.
- The proposed development represents good planning.

PARKLAND DEDICATION

Parkland dedication, in accordance with By-law 2022-280, is not applicable to this development.

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 December 5, 2021.

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

Summary

- The Panel expressed strong support for the passive housing initiative, social spaces and programming.
- The project is well thought out and presented; the architecture parti, the concept of knitting as a design aesthetic at the larger scale, contextual fit associated with the materials at the pedestrian scale, is appreciated. The Panel also thanks the design team for preparing and presenting a video animation of the project.
- The Panel believes there are a few refinements that need further consideration.

Building Design

- The Panel urges the proponent to consider implementing operable windows such as horizontal balustrades or Juliette balconies to increase the liveability of units.
- The Panel notes the facades appear identical; as part of the passive house initiative, each facade could have regard to the sun and shadow direction.
- The building has an institutional feel; the proponent may consider a different treatment for the penthouse as well as introducing some operable windows to soften the elevations and minimize its institutional appearance.
- The vertical white screens facing the courtyard appear too thin and should be reconsidered.

Public Realm

- The Panel believes there is an opportunity to increase the greenery on the courtyard and improve pedestrian and vehicular circulation. The proponent should study further how people and cars will interact and explore a variety of approaches to clearly define pedestrian and vehicular areas.
- The proponent should contemplate introducing evergreens and wood screens to soften the edge condition for the units at grade and screen the units facing the courtyard.
- There is a concern that the building's proximity to the north and south property line places the burden of tree planting and sidewalks on the adjacent properties. The proponent should ensure enough space is provided for private and semiprivate functions to occur without encumbering in the public realm.

Materiality

- The Panel appreciates the red brick palette and precast panel and bringing the white material down at grade at the building's entrance for wayfinding.
- The material in some areas of the building appears coplanar. The 3-storey wall extending up to the 5-storey wall on Street A could benefit from a more significant step back above the third floor, to improve the transition between the two materials and strengthen the relationship with the buildings across the street.
- The concept of knitting is appreciated, but the concept of "knitting" of the exterior cladding is not apparent in some views. The team should explore pronounced reveals to emphasize that the cladding shifts in a repeated pattern.

Sustainability

- The Panel appreciates the sustainability goals and encourages the proponent to create a more comprehensive approach, such as implementing a rooftop amenity garden for seniors in addition to using roofs as insulators.
- There is an opportunity to implement climbing vines for shading and to make the building greener.
- The project needs to be well-executed and should not be valued engineered.

The Panel was successful in aiding in the implementation of the following:
Overall architectural design, enhancing the woonerf design of the courtyard, general public realm improvements.

CONSULTATION DETAILS

Councillor's Comments

Councillor Ariel Troster was aware of the application related to this report.

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 correspondences and requirements were forwarded to the applicant during the review of the Site Plan Control application, and the applicant was advised, where applicable, to contact technical agencies directly for additional information and requirements.

Advisory Committee Comments

Summary of Comments – Advisory Committees

N/A

APPLICATION PROCESS TIMELINE STATUS

This Site Plan application was not processed by the On Time Decision Date, due to the complexity of the issues associated with finalizing the Draft Approval of Subdivision and relationship with the 1010 Somerset lands.

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

Document 1 – Location Map



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

D07-12-21-0149

21-1266-X

I:\CO\2021\Site\Gladstone_933

©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

©Les données de parcelles appartiennent à Teranet Entreprises Inc.
et à ses fournisseurs. Tous droits réservés. Ne peut être reproduit
sans autorisation. CECI N'EST PAS UN PLAN D'ARPENTAGE

REVISION / RÉVISION - 2021 / 09 / 27



933 avenue Gladstone Avenue



**Phase 1 Site Plan Area /
Secteur de plan d'implantation de la Phase 1**

