



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

Site Location: 1919, 1967 Riverside Drive

File No.: D07-12-21-0170

Date of Application: October 25, 2021

This SITE PLAN CONTROL application submitted by Bria Aird, Fotenn Consultants, on behalf of The Ottawa Hospital, is APPROVED as shown on the following plan(s):

1. **Existing Conditions & Removals Plan**, 1919 Riverside Drive, Schlegel Villages Ottawa, C100, prepared by McIntosh Perry, dated Nov 2, 2021, revision 6, dated July 19, 2023.
2. **Site Grading and Drainage Plan**, 1919 Riverside Drive, Schlegel Villages Ottawa, C101, prepared by McIntosh Perry, dated Nov 2, 2021, revision 7, dated July 19, 2023.
3. **Site Servicing Plan**, 1919 Riverside Drive, Schlegel Villages Ottawa, C102, prepared by McIntosh Perry, dated Nov 2, 2021, revision 7, dated July 19, 2023.
4. **Erosion and Sediment Control Plan**, 1919 Riverside Drive, Schlegel Villages Ottawa, C103, prepared by McIntosh Perry, dated Nov 2, 2021, revision 7, dated July 19, 2023.
5. **Plan & Profile STA. 1+000 to 1+130**, 1919 Riverside Drive, Schlegel Villages Ottawa, C201, prepared by McIntosh Perry, dated March 10, 2023, revision revision 3, dated July 7, 2023.
6. **Plan & Profile STA. 2+000 to 2+108**, 1919 Riverside Drive, Schlegel Villages Ottawa, C202, prepared by McIntosh Perry, dated March 10, 2023, revision revision 3, dated July 7, 2023.
7. **Plan & Profile STA. 3+000 to 3+136**, 1919 Riverside Drive, Schlegel Villages Ottawa, C203, prepared by McIntosh Perry, dated March 10, 2023, revision revision 3, dated July 7, 2023. **Campus Plan and Zoning Information, A1.01**, prepared by Cornerstone Architecture, dated 2021-10-25, revision 1, dated 2022-12-14
8. **Campus Plan and Zoning Information Plan, A1.01**, prepared by Cornerstone Architecture, dated 2022-10-25, revision 2, dated 2022-12-14.
9. **Master Plan, A1.02**, prepared by Cornerstone Architecture, dated 2022-01-18, revision 4, dated 2023-07-21.
10. **Landscape Plan**, Schlegel Villages Ottawa, L-01, prepared by NAK design strategies, dated Oct 18/21, revision 10, dated July 21/23.

11. **Landscape Plan**, Schlegel Villages Ottawa, L-02, prepared by NAK design strategies, dated Oct 18/21, revision 10, dated July 21/23.
12. **Landscape Plan**, Schlegel Villages Ottawa, L-03, prepared by NAK design strategies, dated Oct 18/21, revision 10, dated July 21/23.
13. **Details**, Schlegel Villages Ottawa, D-01, prepared by NAK design strategies, dated Oct 18/21, revision 10, dated July 21/23.
14. **Details**, Schlegel Villages Ottawa, D-02, prepared by NAK design strategies, dated Oct 18/21, revision 10, dated July 21/23.
15. **Overall Exterior Elevations**, Schlegel Villages, Ottawa LTC, EL-01, prepared by Cornerstone Architecture, dated 2021-10-07, revision 4, dated 2022-12-14.
16. **Overall Exterior Elevations**, Schlegel Villages, Ottawa LTC, EL-02, prepared by Cornerstone Architecture, dated 2021-10-25, revision 3, dated 2022-12-14.
17. **Park Facility Fit Plan**, Schlegel Villages Centre, L1, prepared by NAK design strategies, dated Mar 29, 2023.

And as detailed in the following report(s):

1. **Geotechnical Investigation**, Proposed Multi-Storey Buildings, 1919 Riverside Drive, prepared by Paterson Group, PG5947-1, dated July 18, 2022.
2. **Global Stability Analysis Proposed Retaining Walls**, 1919 Riverside drive, prepared by Paterson Group, PG5947-LET.02, dated May 15, 2023
3. **Phase II Environmental Site Assessment**, Northern Part of 1919 Riverside Drive, Ottawa, ON, prepared by Paterson Group, PE5409-2, dated August 11, 2022.
4. **Rail Safety Report**, 1919, 1967 Riverside Drive, prepared by ENTUITIVE, EN021.02222, dated December 2022.
5. **Pedestrian Level Wind Study**, 1919 Riverside Drive, prepared by Gradeint Wind, dated November 22, 2021.
6. **Servicing & Stormwater Management Report**, Schlegel Villages, 1919 Riverside Drive, prepared by McIntosh Perry Consulting Engineers Ltd., revision 5, dated July 19, 2023.
7. **Transportation Impact Assessment**, 1919 Riverside Drive, prepared by GCGH Transportation, PN 2021-045, dated December 2022.
8. **Tree Conservation Report**, 1919 Riverside Drive, prepared by IFS Associates, dated June 21, 2023.
9. **Environmental Noise Control Study**, prepared by Paterson Group, dated March 1, 2022.

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

Requirements

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

General Conditions

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

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

2. **Prior Site Plan Agreement**

The Owner acknowledges and agrees that all terms and conditions of the Site Plan Agreement, registered as Instrument No. N451929, and the Amending Site Development Agreement registered on '90 06 29 as Instrument No. N516236 and, the Amending Site Development Agreement registered on 2007 02 05 as Instrument No. OC 685750 are reconfirmed and are in full force and effect except as otherwise varied or amended in this Agreement. The Owner further acknowledges and agrees that the relevant portion of the Approved Plans referenced in Schedule "E" hereto shall supercede and replace and/or be in addition to, as the case may be, the relevant sections of the corresponding Plans contained in the previous Site Plan Agreement(s).

3. **Barrier Curbs**

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

4. **Water Supply for Fire Fighting**

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

5. **Reinstatement of City Property**

The Owner shall reinstate, at its expense and to the satisfaction of the General Manager, Planning, Real Estate and Economic Development, any property of the City, including, but not limited to, sidewalks, curbs and boulevards, which is damaged as a result of the subject development.

6. **Construction Fencing**

The Owner acknowledges and agrees to install construction fencing, at its expense, in such a location as may be determined by the General Manager, Planning, Real Estate and Economic Development.

7. **Construct Sidewalks**

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

8. **Extend Internal Walkway**

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

9. **Completion of Works**

The Owner acknowledges and agrees that no new building will be occupied on the lands until all requirements with respect to completion of the Works as identified in this Agreement have been carried out and received Approval by the General Manager, Planning, Real Estate and Economic Development, including the installation of municipal numbering provided in a permanent location visible during both day and night and the installation of any street name sign on relevant streets. Notwithstanding the non-completion of the foregoing Works, occupancy of a lot or structure may otherwise be permitted, if in the sole opinion of the General Manager, Planning, Real Estate and Economic Development, the aforesaid Works are proceeding satisfactorily toward completion. The Owner shall obtain the prior consent of the General Manager, Planning, Real Estate and Economic Development for such occupancy in writing.

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

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

10. **Development Charges**

The Owner shall pay development charges to the City in accordance with the by-laws of the City.

Special Conditions

11. **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.

Site Specific Conditions.

12. **Private Approach Detail**

The Owner acknowledges and agrees that all private approaches serving the proposed development shall be designed and constructed, at the sole expense of the Owner, in accordance with the City's "Curb Return Entrances – Controlled Intersections" Plan, Drawing No. SC7.4, dated March 2007 and revised March 2021, and the Owner shall comply with the City's Private Approach By-law, being No. 2003-447, as amended.

13. **Noise Control Attenuation Measures**

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

- a) the Phase 2 Retirement Dwelling is to be equipped with central air conditioning;
- b) the Phase 1 LTC Home is to be fitted with a forced air heating system and ducting, and shall be sized to accommodate central air conditioning;
- c) 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.
- d) prior to the issuance of a building permit for the Phase 2 Retirement Dwelling, a review of building components (windows, walls, doors) is required and must be designed to achieve indoor sound levels within the City's and the Ministry of the Environment, Conservation and Parks' noise criteria. A letter shall be prepared by a qualified professional and provided to the General Manager, Planning, Real Estate and Economic Development confirming the plans submitted for building permit issuance have incorporated any and all mitigation measures to achieve the required indoor sound levels;
- e) 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 Environmental Noise Control Study 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;

- f) 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 below.

14. **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 rail and road traffic may be of concern in the Village Courtyard and Common Garden outdoor areas, 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.”

Phase 1 LTC Home: Type C – Forced Air Heating System and Ducting

“The Purchaser/Lessee for himself, his heirs, executors, administrators, successors and assigns acknowledges being advised that this dwelling unit has been fitted with a forced air heating system and the ducting, etc. was sized to accommodate central air conditioning. Installation of central air conditioning by the Purchaser/Lessee 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.”

Phase 2 Retirement Dwelling: 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.”

Type E – Proximity to Rail

“The Purchaser/Lessee for himself, his heirs, executors, administrators, successors and assigns acknowledges being advised that due to the proximity of the rail corridor, ground-borne noise levels from increasing rail traffic may at times be

audible, occasionally interfering with some activities of the dwelling occupants as the sound level exceed the City of Ottawa's and the Ministry of the Environment, Conservation and Parks' noise criteria.

Ending Paragraph

"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."

15. **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 **Smyth Road right-of-way**, as shown on the approved Site and Landscape Plans referenced in Schedule "E" herein, including all plant and landscaping material (except municipal trees) and **pedestrian connections**. The Maintenance and Liability Agreement shall be registered on title, at the Owner's expense, immediately after the registration of this Agreement. The Owner shall assume all maintenance and replacement responsibilities in perpetuity.

16. **Waste Collection**

The Owner acknowledges and agrees that garbage, recycling, and organic waste collection will not be provided by the City and it shall make appropriate arrangements with a private contractor for garbage, recycling, and organic waste collection at the Owner's sole expense. The Owner shall consult a private contractor regarding any access requirements for garbage and/or recycling and organic waste collection.

17. **Parkland Dedication**

The Owner acknowledges and agrees that the conveyance requirement to the City is 1162 square metres. However, due to the encumbrances under the parkland and unusual configuration of the parkland that is being accepted by the City, the 2,560 square metres is considered appropriate and acceptable to both parties.

18. **Conveyance of Parkland**

Within ten(10) days of completion of the multi-use pathway (MUP) to City satisfaction, as required under Condition 23, the Owner shall convey parkland to the City, at no cost to the City, being Parts Insert Part(s) Number(s) on 4R-Insert Plan Number (hereinafter referred to as "Park Land"), in accordance with the Planning Act, RSO 1990, c P.13, to the satisfaction of the General Manager, Recreation, Cultural and Facility Services.

19. **Park Land Requirements**

- a) The Owner shall be responsible for the construction and installation of the base park improvements for the Park Land (the 'Base Park Improvements') at their sole expense.
- b) The Base Park Improvements will include the following:

- (i) demolition, removal and disposal of all existing materials, structures and foundations;
- (ii) grading (including cut and/or fill) where necessary to bring the Park Land to site plan grades and to provide positive surface drainage, in accordance with the approved Site Grading and Drainage Plan;
- (iii) topsoil supply and placement, minimum of 150 mm;
- (iv) seed and/or sod #1 nursery grade or equivalent value;
- (v) street trees along all public road allowances, which abut future City owned parkland;
- (vi) all necessary drainage systems including connections to municipal services as required; and

All work shall be completed in accordance with the approved Plans and Reports referenced in Schedule "E" herein and to the satisfaction of the General Manager, Planning, Real Estate and Economic Development and the General Manager, Recreation, Cultural and Facility Services.

- c) The Owner acknowledges and agrees that no stormwater management facilities, overland flow routes, and new encumbrances, agreements and/or easements of any kind shall be located on, under, or above dedicated Park Land, save and except any utilities lines required by the City.
- d) Notwithstanding the transfer of the Park Land, the Owner acknowledges and agrees that the Owner will retain all liability for the transferred Park Land, until Final Acceptance of the Base Park Improvements, and that said transfer will in no way exonerate the Owner from its responsibility pursuant to the terms of the Site Plan Agreement. The Owner, on behalf of himself, his heirs, executors, administrators and assigns, including his successors in title, covenants and agrees to indemnify and save harmless the City from all actions, causes of actions, suits, claims or demands whatsoever which arise directly from the interim use by the Owner of the Park Land.
- e) The Owner acknowledges and agrees that it is the responsibility of the Owner to rough grade the park where necessary to meet Site Plan grades and provide for positive surface drainage across the Park Land, as per the approved Site Grading and Drainage Plan referenced in Schedule "E" hereto. If fill is required, it shall be comprised of clean earth borrow, compacted and leveled within the Park Land accordingly as per the City Standards for Park Fill and rough grading. All at the expense of the Owner.

Any fill imported to the Park Land must be conducted in accordance with the excess soils regulations, as amended. Documentation of the source and quality of the fill to be imported must be approved by a Qualified Person, as defined by Ontario Regulation 153/04, as amended. Soils must be tested to the minimum parameter list as specified in the excess soils regulations. Importation of soils with no chemical testing will not be permitted. Additional testing may be required by the Qualified Person as defined in the regulation.

Copies of all records related to all soils imported to the Park Land must be

provided to the City. All works and fill materials are to be approved by the General Manager, Planning, Real Estate and Economic Development Department prior to being placed on site.

All work shall proceed in accordance with the applicable regulations and according to the current (at time of work) approved City details and specifications.

- f) The Owner shall submit a cost estimate, any necessary plans for the Base Park Improvements and shall submit, as set out in Schedule "B" herein, securities in the amount of 100% of the estimated cost of all Base Park Improvements, all to the satisfaction of the General Manager, Recreation, Cultural and Facility Services. A park review and inspection fee will further be collected and is based on 4% (+HST) of the total value of the Base Park Improvements cost. The Owner acknowledges and agrees that no credit shall be given towards the Parks and Recreation component of the Development Charges for costs associated with Base Park Improvements.
- g) The construction of the Base Park Improvements to the Park Land shall be completed within the earlier of: (a) two years after the issuance of the first Above Grade Permit for any part of the subject lands, or (b) prior to any occupancy permit for any part of the subject lands, to the satisfaction of the General Manager, Recreation, Cultural and Facility Services. Unforeseen delays (e.g. weather) resulting in the late completion of the construction of the Base Park Improvements to the Park Land may be taken into consideration and the date for completion may be extended, at the sole discretion of the General Manager, Recreation, Cultural and Facility Services.
- h) Should the Owner carry out any of the Base Park Improvements on the Park Land following conveyance of the Park Land to the City, the Owner must obtain, at the Owner's expense, a License of Occupation (LOO) or a Consent to Enter (CTE) from the City's Corporate Real Estate Office. The LOO or CTE will outline in detail the insurance requirements, extent of area permitted, permitted use, and duration to the satisfaction of the General Manager, Recreation, Cultural and Facility Services. The Owner will indemnify the City against any claim during any interim use of or work carried out by the applicant on the park, to the satisfaction of the General Manager, Recreation, Cultural and Facility Services.

20. **Multi-use Pathway (MUP)**

- (a) In addition to the Base Park Improvements, the Owner shall construct, at its expense, a 3-metre wide multi-use pathway(MUP) to City standards along the entire length of the Park from south to north, including the portion to be located on abutting City lands to the west as shown on the approved Park Facility Fit Plan. All work shall proceed in accordance with the applicable regulations and according to the current (at time of work) approved City details and specifications.

- b) The Owner shall submit a cost estimate, any necessary plans for the MUP and shall submit, as set out in Schedule "B" herein, securities in the amount of 100% of the estimated cost of the MUP pathway construction, all to the satisfaction of the General Manager, Recreation, Cultural and Facility Services. A park review and inspection fee will further be collected and is based on 4% (+HST) of the total value of MUP construction cost. The Owner acknowledges and agrees that no credit shall be given towards the Parks and Recreation component of the Development Charges for costs associated with the MUP.
- c) The construction of the MUP shall be completed within the earlier of: (a) two years after the issuance of the first Above Grade Permit for any part of the subject lands, or (b) prior to any occupancy permit for any part of the subject lands, to the satisfaction of the General Manager, Recreation, Cultural and Facility Services. Unforeseen delays (e.g. weather) resulting in the late completion of the construction of the MUP may be taken into consideration and the date for completion may be extended, at the sole discretion of the General Manager, Recreation, Cultural and Facility Services.
- d) Should the Owner carry out any of the Base Park Improvements on the Park Land following conveyance of the Park Land to the City, the Owner must obtain, at the Owner's expense, a License of Occupation (LOO) or a Consent to Enter (CTE) from the City's Corporate Real Estate Office. The LOO or CTE will outline in detail the insurance requirements, extent of area permitted, permitted use, and duration to the satisfaction of the General Manager, Recreation, Cultural and Facility Services. The Owner will indemnify the City against any claim during any interim use of or work carried out by the applicant on the park, to the satisfaction of the General Manager, Recreation, Cultural and Facility Services.

21. **Record of Site Condition**

The Owner shall submit to the General Manager, Planning, Real Estate and Economic Development, verification to the satisfaction of the City's Corporate Real Estate Office that the proposed land is suitable for park use in accordance with provincial legislation and regulations. This verification will include, but is not limited to, a report documenting the soil and/or groundwater conditions on site at the substantial completion of the park construction. The soil and groundwater on site are to meet the appropriate O.Reg. 153/04 Site Condition Standards.

22. **Protection of Public Park Land**

- a) Save and except as contemplated by Condition 19 and 20 herein, 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 the Park Land. Furthermore, the Owner shall neither remove nor permit to be removed any fill, topsoil, trees, vegetation or shrubs from on the Park Land, without the prior consent of the General Manager, Planning, Real Estate and Economic Development.

- b) The Owner shall cause the lands conveyed, designated as Part Insert Part(s) Number(s) on 4R-Insert Plan Number, to the City for park purposes, to be identified by permanent markers and, if required, temporary markers at the Owner's expense. The Owner shall install and maintain temporary fencing adjacent to Part Insert Part(s) Number(s) on 4R-Insert Plan Number. The markers and temporary fencing shall be of a type and placed in such a location and at such times as are satisfactory to the General Manager, Planning, Real Estate and Economic Development.
- c) The Owner shall install tree protection fencing around the tree(s) to be retained within the Park Land. Fencing shall be installed prior to any site Works and shall be maintained in good order throughout the construction period. Any removal or revisions to the location of protection fencing shall be to the satisfaction of the General Manager, Planning, Real Estate and Economic Development.
- d) Trees or shrubs which have been or are hereafter removed from the Park Land in contravention of the Site Plan Agreement shall, at the City's option, be replaced by the Owner, at the expense of the Owner, with nursery stock of a variety and quality equivalent to or better than the trees and/or shrubs removed.

23. **Public Easement over private access**

Prior to the registration of this Agreement, the Owner shall grant to the City, at no cost to the City, an easement over the full width of the drive aisle from the Smyth Road ROW to the MUP on City parkland to allow for public access and City maintenance access as shown on the approved site and landscape plans referenced in Schedule "E" hereto, to the satisfaction of the City. The Owner further acknowledges and agrees to maintain the above-mentioned portion of the drive aisle to ensure proper access to the MUP. The Owner shall provide a Reference Plan for registration, indicating the 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 Solicitor prior to registration of the easement. All costs shall be borne by the Owner.

24. **Public Easement over southern MUP**

Prior to the registration of this Agreement, the Long-term Lessee (Schlegel) shall make best efforts to have the Owner (The Ottawa Hospital) grant to the City, at no cost to the City, an easement over the southern portion of the MUP that extends from the southern edge of the future linear municipal park, between the medical building and the hospital, and connects to the drive aisle at the east of the site. This easement shall allow for public access and is as shown on the approved site and landscape plans referenced in Schedule "E" hereto, to the satisfaction of the City. The Lessee further acknowledges and agrees to make best effort to have The Ottawa Hospital maintain the above-mentioned portion of the MUP to ensure proper access to the full MUP connecting to Smyth Road. The Lessee shall make best efforts to have The Ottawa Hospital provide a Reference Plan for registration,

indicating the 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 Lessee acknowledges and agrees to make best effort to have The Ottawa Hospital provide an electronic copy of the Transfer and a copy of the deposited reference plan to the City Solicitor prior to registration of the easement. All costs shall be borne by the Lessee or The Ottawa Hospital.

25. **Rideau Valley Conservation Authority**

The Owner acknowledges and agrees to obtain any required approvals and/or permits from the Rideau Valley Conservation Authority prior to the commencement of site works. The Owner acknowledges and agrees to file copies of such approvals and/or permits with the General Manager, Planning, Real Estate and Economic Development

26. **Committee of Adjustment, Minor Variances**

The Owner acknowledges and agrees that the minor variances sought for the development of this site will be granted and that the appeal period will have expired and that the new provisions of the Zoning By-Law are in full force and effect prior to the registration of the Site Plan Agreement. If the Minor Variances are not granted, the Applicant acknowledges and agrees that the site plan will be re-designed to ensure that it is in compliance with the City of Ottawa Zoning By-Law prior to the registration of this agreement.

27. **Covenant on Title**

The Owner acknowledges and agrees that the covenant on title for the lands has been lifted by the City of Ottawa to allow private, for-profit uses on the site.

28. **Smyth Road Signal Infrastructure Easement**

Prior to the registration of this Agreement, the Owner shall grant to the City, at no cost to the City, an unencumbered, approximately 225 square metre easement for traffic signal infrastructure at the Smyth Road site access. The City's Smyth Road Cycling Safety Improvements and Neighbourhood Bikeway Modifications Project will be responsible for preparation of the Reference Plan for registration, indicating the Traffic Signal easement, and submission to the City Surveyor and to deposit in the Land Registry Office.

29. **Traffic Signal**

The Owner shall be required to coordinate with the Traffic Signals Design group for the temporary traffic signal work at the Smyth Road access required for construction staging of the site servicing work. The Owner shall be responsible for costs associated with the temporary traffic signal design and signal work required to accommodate the servicing for the development that is outside the scope of work required for the Smyth Road Cycling Safety Improvements and Neighbourhood Bikeway Modifications Project.

30. **Via Rail Consultation**

The Owner acknowledges and agrees that they have consulted with Via Rail, CN Rail and their operators and that the "Guidelines for New Development in Proximity

to Railway Operations” have been reviewed and appropriately incorporated into the plans. The City acknowledges receipt of the letter, dated July 17, 2023 from Daniel C. Schmidt Law, that the railways are only commenting agencies and do not have any approval authority.

31. **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.

32. **Slope Stability**

The Owner shall have a Professional Structural Engineer and a Soils Engineer, licensed in the Province of Ontario to inspect and confirm the constructed retaining walls have been constructed in accordance with the approved Slope Stability Analysis Report and the Approved Retaining Wall Plan.

33. **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** (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.

34. **Retaining Wall**

The Owner agrees to submit to the General Manager, Planning, Real Estate and Economic Development, prior to issuance of a building permit, details of the retaining walls which are greater than one metre in height, as shown on the approved Site Grading and Drainage Plan referenced in Schedule “E” hereto, which shall be designed and prepared by a Professional Structural Engineer, licensed in the Province of Ontario, to the satisfaction of the General Manager, Planning, Real Estate and Economic Development. The Owner shall provide confirmation to the General Manager, Planning, Real Estate and Economic Development that the Professional Structural Engineer has inspected and confirmed that the retaining walls have been constructed in accordance with the approved retaining wall details.

35. **Retaining Wall - Stability**

The Owner acknowledges and agrees to install the proposed retaining walls in accordance with the approved Retaining Wall Design adjacent to the rail corridor and as shown on the approved Site Grading and Drainage Plan , both referenced in Schedule “E” hereto. The Owner shall provide written confirmation, satisfactory to the General Manager, Planning, Real Estate and Economic Development, that a Geotechnical Engineer/Professional Structural Engineer, licensed in the Province of Ontario, has inspected and confirmed that the retaining walls have been constructed in accordance with the said approved Retaining Wall Design adjacent to the rail corridor. The Owner further acknowledges and agrees to provide an Internal Compound Stability (ICS) analysis from a Geotechnical Engineer / Professional Structural Engineer, licensed in the Province of Ontario, that all retaining walls, which are greater than one metre in height have been checked for global stability, have a factor of safety of at least 1.5 for static conditions (as calculated through SLIDE) and 1.1 for seismic conditions is achieved, which shall be to the satisfaction of the General Manager, Planning, Real Estate and Economic Development. The report shall provide structural details of the retaining wall(s).

The Owner further acknowledges and agrees to retain the services of a Professional Structural Engineer and a Soils Engineer, licensed in the Province of Ontario, to inspect any retaining walls on the subject lands and confirm that the retaining walls have been constructed in accordance with the approved retaining wall details.

36. **Stormwater Management Memorandum**

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

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 **Select One** stormwater inlet control devices, as recommended in the approved Site Servicing Plan, 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.

39. **Water Demand for Fire Fighting**

The Owner acknowledges and agrees that the City's boundary conditions were provided for the subject development site setting out the available municipal water supply. The Owner further acknowledges and agrees that prior to building permit issuance, a letter shall be prepared by a qualified Building Code professional, licensed in the Province of Ontario, and provided to the General Manager, Planning, Real Estate and Economic Development confirming the plans submitted for building permit issuance have incorporated any and all requirements of the Fire Underwriters Survey, 2020, or as amended, to achieve the low construction coefficient used within the proposed building design.

40. **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.

41. **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, Infrastructure and Water 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, Infrastructure and Water Services when such repairs have been completed.

42. **Use of Explosives and Pre-Blast Survey**

The Owner acknowledges and agrees that all blasting activities will conform to the City's Standard S.P. No. F-1201 entitled Use of Explosives, as amended. Prior to any blasting activities, a pre-blast survey shall be prepared as per S.P. No. F-1201, at the Owner's expense, for all buildings, utilities, structures, water wells and facilities likely to be affected by the blast based on the location where explosives are to be used. In particular, a pre-blast survey shall be completed in accordance with Table 1 of S.P. No. F-1201. 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.

43. **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); and
- (ii) 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.

44. **Servicing Easement**

Prior to the registration of this Agreement, the Owner shall grant to the City, at no cost to the City, an unencumbered 8.5 metre easement for the proposed 675mm diameter public sanitary trunk sewer and 250mm diameter public watermain along the eastern property line adjacent to the rail corridor, as shown on the approved site servicing plan referenced in Schedule "E" hereto, to the satisfaction of the City. The Owner shall provide a Reference Plan for registration, indicating the servicing

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 Solicitor prior to registration of the easement. All costs shall be borne by the Owner.

45. **Retaining Wall**

Prior to the registration of this Agreement, the Owner shall provide shop drawings for the proposed retaining wall located along the eastern property line, as shown on the approved site servicing plan referenced in Schedule "E" hereto to the satisfaction of the General Manager, Planning, Real Estate and Economic Development.

August 4, 2023

Date



Lily Xu
Manager, Development Review, South
Planning, Real Estate and Economic
Development Department

Enclosure: Site Plan Control Application approval – Supporting Information



SITE PLAN CONTROL APPROVAL APPLICATION SUPPORTING INFORMATION

File Number: D07-12-21-0170

SITE LOCATION

1919, 1967 Riverside Drive, and as shown on Document 1.

SYNOPSIS OF APPLICATION

This site is The Ottawa Hospital, Riverside Campus. It is located south of Smyth Road, east of Riverside Drive, west of the Via Rail Line and north of Sarah Billings Place. The southern portion of the lands is developed with the "Riverside Hospital" building, an associated surface parking lot, and a medical building, with a second large surface parking lot to the north. It is the second, surface parking lot lands to the north and closer to Smyth Road that is proposed to be developed. The hospital building and associated surface parking lot (393 spaces) as well as the medical building will remain. A new, 39-space parking lot will be provided through the redevelopment for the medical building. The overall proposed parking numbers for the hospital and medical building of 432 spaces will greatly exceed the minimum 277 spaces that are required under the City's Zoning By-Law. The Ottawa Hospital, Riverside Campus, will be monitoring their parking situation to ensure that they provide an acceptable level of service to their patients.

The proposal has been submitted by Schlegel Villages Inc., a private corporation which proposes to develop a retirement home, a long-term care home, and amenities for both residents and the public as part of their "village" setting that they have developed in other parts of Ontario. The Ottawa Hospital, Riverside Campus, is aware of and has participated in the proposal and review process.

The proposed development will be built in phases. Phase 1 would result in the 8-storey (27.7 metres) long-term care facility with 256 beds and Phase 2 would result in the 15-storey (52.6 metres) retirement home with 270 suites, along with the private and public amenities. Vehicular access to the new development for residents and visitors would only be from Smyth Road and will lead to the West surface parking lot of 91 spaces, and underground parking as part of Phase 2, for 66 vehicular parking spaces. This supply of parking spaces exceeds the minimum requirements in the City's Zoning By-Law. Vehicular access for staff of the Schlegel Development would only be from Riverside Drive and leads to the 2 Eastern Parking lots of 115 spaces. Vehicular parking to the medical building is proposed for 39 spaces and would also only be accessible from Riverside Drive. The surface parking lot to the south of the Riverside Hospital Building will remain un-touched.

A new linear public park along the western edge of the parcel will be conveyed to the City which will be softly landscaped with new tree plantings and will contain benches, outdoor game tables, and adult exercise stations and meets the park land area required under the Planning Act. The linear park will also contain a 3 metre-wide Multi-Use-Pathway (MUP) that extends from the northern portion of the property near Smyth Road to just south of the existing medical building. The MUP will then be extended off the Schlegel development lands to extend behind the medical building and east to connect with the existing driveway that is currently used by the cycling community. The MUP has been designed to be accessible and the grades will be below the maximum permitted of 5 percent (5%). The MUP will be constructed early in the 1st phase of the development project to limit the time that the cyclists in the area are inconvenienced due to construction.

Amenity space is provided within both the LTC facility and the retirement home, as well as outside of the building in courtyard settings.

Residential Units and Types

Dwelling Type	Number of Units
Apartment	270
Long Term Care Home	256

Related Applications

Committee of Adjustment D08-02-23/A-00131

DECISION AND RATIONALE

This application is approved for the following reasons:

- The proposal meets the policies in the Official Plan for.
- Several Minor Variances for setbacks, landscape buffer and parking details were approved by the Committee of Adjustment on July 18, 2023 (D08-02-23/A-00131). The appeal period will end on August 17, 2023. The Applicant must prove to the City that the Minor Variances and the zoning are in full force and effect prior to the registration of the Site Plan Agreement.
- The conditions for approval are mostly standard for this form of development. The one unique condition is to request that the developer make best efforts to have The Ottawa Hospital maintain and clear the MUP connection at the southern end of the site, on TOH lands.
- The proposed site design represents good planning

PARKLAND DEDICATION

Parkland dedication, in accordance with By-law 2022-280, is being satisfied within this approval through the dedication of land as detailed in the above conditions.

CONSULTATION DETAILS

Councillor's Comments

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

Councillor Marty Carr indicated the following comments:

The Ward Councillor is aware of the application, and notes concerns have been raised by the neighbours to the direct east of the development. The Councillor will continue to work with the developer and the residents to try to mitigate impacts as development occurs.

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.

Concerns	Staff Response
5 residents expressed concerns over the height of the proposed building and it's potential negative impact on their property re. shadow, loss of solar power, privacy.	The heights of the proposed buildings are permitted by the Zoning By-Law. The shadows and perceived lack of privacy have been reviewed and are considered to be nominal and within acceptable limits for the surrounding residents.
1 resident was concerned with spillover parking	The proposal is retaining parking spaces for the hospital that exceeds minimum requirements. The proposal is also providing parking for the new development in excess of what is required in the City's zoning By-Law.
2 residents expressed concerns over loss of trees.	It is unfortunate that trees will be removed during the proposed development. New trees will be planted to compensate for those that are removed.
6 residents were concerned over the lack of public consultation.	Public consultation was executed as per the Council approved policies for a Site Plan Control Application with signs on site and notices sent to the Community Associations. The former Councillor also held a public meeting on this proposal, which went above and beyond the statutory requirement.
1 resident was upset that the application was not required to appear before the Urban Design Review Panel.	The location of this building did not require it to be subject to the UDRP.

2 residents expressed concern over the reputation of the Developer.	Any property owner is legally permitted to apply for a development application with the City.
2 residents were concerned over the earlier version of the plans that showed the cycling connection through the new parking lot.	The cycling facility has been improved and is now a separate Multi-Use-Pathway that is away from vehicular traffic and located through a future Municipal, linear park.
9 residents expressed concern with the location and width of the proposed Multi-Use Pathway (MUP), the proposed grades and the potential danger for pedestrians and cyclists if they chose not to use the MUP.	City staff have done a thorough review of the MUP and have ensured that the design meets City standards and accessibility guidelines.
2 residents were upset that the access to the Riverside Hospital Building would only be from Riverside Drive and no longer available from Smyth Road.	City staff reviewed the transportation impact assessment have no concerns with the accesses being restricted.
1 resident was concerned that too much vehicular traffic is being proposed in such close proximity to transit.	The proposed development does not exceed the parking limits for the area.
1 resident was concerned with an increase in traffic.	The new development will bring additional traffic to the area. The City has reviewed the transportation impacts and have no concerns.
1 resident was concerned that the new development and reduction in parking would limit the services that are able to be provided in the existing medical and hospital building.	The Ottawa Hospital is involved in this application and have not indicated that there will not be a change in services that are provided.
2 residents were supportive of the height.	Acknowledged.

Technical Agency/Public Body Comments

Summary of Comments –Technical

A Rail Safety Report was prepared by Entuitive, to review the site safety for the proposed Schlegel development vis-à-vis the existing north-south Beachburg Rail line which runs immediately east of the development site. Recommendations from the report to construct a crash wall, and install a fence to reduce trespassers onto the tracks have been incorporated into the design of the site.

Advisory Committee Comments

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 the development.

Contact: Tracey Scaramozzino Tel: 613-325-6976 or e-mail:
tracey.scaramozzino@ottawa.ca

Document 1 – Location Map

