



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

Site Location: 1560 Scott Street

File No.: D07-12-22-0004

Date of Application: January 13, 2022

This SITE PLAN CONTROL application submitted by Serene Shahzadeh, Stantec, on behalf of CIPT Real Estate No. 1 Trust, is APPROVED as shown on the following plan(s):

1. **Site Plan**, A-001, prepared by N45 Architecture Inc., dated JUNE 2020, Revision 4 dated 11 Oct. 2022.
2. **Landscape Plan**, L200, prepared by Stantec, Revision 5 dated 22.10.17.
3. **Landscape Details 1**, L300, prepared by Stantec, Revision 5 dated 22.10.17.
4. **Landscape Details 2**, L301, prepared by Stantec, Revision 5 dated 22.10.17.
5. **Landscape Notes**, L302, prepared by Stantec, Revision 5 dated 22.10.17.
6. **South Elevation**, A201, prepared by N45 Architecture Inc., dated MAY 2020, revision 3 dated 8 Dec, 2021.
7. **North Elevation**, A203, prepared by N45 Architecture Inc., dated MAY 2020, revision 3 dated 8 Dec, 2021.
8. **East Elevation**, A203, prepared by N45 Architecture Inc., dated MAY 2020, revision 3 dated 8 Dec, 2021.
9. **West Elevation**, A204, prepared by N45 Architecture Inc., dated MAY 2020, revision 3 dated 8 Dec, 2021.
10. **Site Servicing and Grading Plan**, SSGP-1, prepared by Stantec Consulting Ltd., Revision 6, dated 23.04.13.
11. **Existing Conditions and Removals Plan**, EX-1, prepared by Stantec Consulting Ltd., Revision 6, dated 23.04.13.

12. **Existing Storm Drainage Plan**, EXSD-1, prepared by Stantec Consulting Ltd., Revision 6, dated 23.04.13.
13. **Storm Drainage Plan**, SD-1, prepared by Stantec Consulting Ltd., Revision 6, dated 23.04.13.

And as detailed in the following report(s):

1. **Site Servicing and Stormwater Management Report**, prepared by Stantec Consulting Ltd., Revision 4, dated April 20, 2023
2. **Transportation Noise Assessment Report**, prepared by Gradient Wind Engineering Inc., dated December 1, 2021
3. **Phase One Environmental Site Assessment**, prepared by Golder Associates Ltd., dated November 2022
4. **Phase Two Environmental Site Assessment**, prepared by Golder Associates Ltd., dated November 2022
5. **Geotechnical Engineering Design Input**, prepared by Golder Associates Ltd., dated November 3, 2022
6. **Confederation Line LRT Proximity Study**, prepared by Parsons, dated August 2022.

And subject to the following General and Special Conditions:

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. **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 firefighting 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 by-laws of the City.

10. **Designated Substances Survey**

Prior to demolition of any existing buildings located on the lands described in Schedule "A" herein, the Owner acknowledges and agrees to complete a designated substances survey and submit the findings and recommendations for the proper handling and disposal of waste as identified in said survey, to the satisfaction of the General Manager, Planning, Real Estate and Economic Development, and in accordance with Best Management Practices. The survey shall address, but not be limited to:

- (a) O.Reg. 278/05: Designated Substance - Asbestos on Construction Projects and in Buildings and Repair Operations under the Occupational Health and Safety Act, R.S.O. 1990, c.O.1, as amended (O.Reg. 278/05);
- (b) Guideline - Lead on Construction Projects, prepared by the Ontario Ministry of Labour - Occupational Health and Safety Branch, published September 2004 and revised April 2011, as amended;
- (c) O.Reg. 213/91: Construction Projects under the Occupational Health and Safety Act, R.S.O. 1990, c.O.1, as amended (O.Reg. 213/91);
- (d) Registration Guidance Manual for Generators of Liquid Industrial and Hazardous Waste, prepared by the Ontario Ministry of the Environment, Conservation and Parks, published April 1995 and revised January 2016, as amended, to be used in conjunction with R.R.O. 1990, Reg. 347: General-Waste Management under the Environmental Protection Act, R.S.O. 1990, c.E.19, as amended (R.R.O. 1990, Reg. 347);
- (e) R.R.O. 1990, Reg. 362: Waste Management – PCB's under the Environmental Protection Act, R.S.O. 1990, c.E.19, as amended (R.R.O. 1990, Reg. 362).

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.

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.

13. Private Access

The Owner acknowledges and agrees that all private accesses to Roads shall comply with the City's Private Approach By-Law being By-Law No. 2003-447 as amended, or as approved through the Site Plan control process.

14. Noise Control Attenuation Measures

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

- (a) each unit is to be equipped with central air conditioning;
- (b) each unit is to be fitted with a forced air heating system and ducting,
- (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, 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 Transportation Noise Assessment Report 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.

15. **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.

16. **Geotechnical - Encroachments**

The Owner acknowledges and agrees that the Geotechnical Engineering Design Input has recommended a method of shoring that may encroach onto the adjacent property or onto the City's Hamilton Avenue right-of way. The Owner acknowledges and agrees that it shall be required to obtain the approval of the adjacent property owner if the method of shoring encroaches onto the adjacent property 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.

17. **Record of Site Condition**

Prior to the issuance of any building permit, the Owner shall submit to the General Manager, Planning, Real Estate and Economic Development, and the Chief Building Official, a Record of Site Condition (“RSC”) completed in accordance with the *Environmental Protection Act*, R.S.O. 1990, c. E.19, *O.Reg. 153/04* (“*O.Reg. 153/04*”), as amended, and such RSC shall be acknowledged by the Ministry of the Environment, Conservation and Parks. The RSC shall confirm that all or part of the site is suitable for the proposed use in accordance with *O.Reg. 153/04*. The City may issue a building permit on a phased basis to allow for site investigation and remediation activities if permitted by *O.Reg. 153/04* which shall be at the sole discretion of the Chief Building Official.

Where available information reveals that contamination extends into a City right-of-way and submission of an RSC is not possible, a building permit may be issued, at the sole discretion of the Chief Building Official, on a phased basis:

- (a) where the Owner has executed an off-site management agreement with the City to remediate the right-of-way and the site or;
- (b) where the Owner has completed remediation Work on the right-of-way to the satisfaction of the General Manager, Planning, Real Estate and Economic Development.

18. **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.

19. **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.”

20. **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.

21. **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.

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

The Owner acknowledges and agrees to install and maintain in good working order the required roof-top and in-ground stormwater inlet control devices, as recommended in the approved Servicing and Stormwater Management Report, 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.

23. **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.

24. **Environmental Site Remediation Program**

The Owner acknowledges and agrees to implement the recommendations of the phase two ESA for the vertical delineation of VOC impacts in groundwater, and to implement an environmental site remediation program and/or risk assessment & risk management plan, as required, to address the identified contamination including:

- a) soils that are found to be contaminated, must be disposed, treated or recycled at a waste disposal site or landfill licensed for that purpose by the Ministry of the Environment, Conservation and Parks;
- b) groundwater found to be contaminated, shall be removed, managed and/or treated in accordance with the appropriate Ontario regulations and/or discharged in accordance with the City's Sewer Use By-law, being By-law 2003-514, as amended.

25. **Off-Site Contamination Management Agreement**

The Owner acknowledges and agrees that where contamination emanating from the site and impacting the City's rights-of-way is discovered during the course of the Works, the Owner shall notify the Manager, Realty Services immediately in writing and agrees to enter into an Off-Site Management Agreement with the City to address the contamination in the rights-of-way. The Owner shall be responsible for all associated costs with the Off-Site Management Agreement, which agreement shall be to the satisfaction of the General Manager, Planning, Real Estate and Economic Development.

26. **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.

27. **Additional Plans and Reports**

The Owner acknowledges and agrees that the following documents must be provided for review and approval thirty (30) days prior to the commencing of any site works and/or building permits being issued, including conditional permits, to the satisfaction of the General Manager, Transit Services Department or their designate:

- (a) Dewatering and Discharge plans
- (b) Blast Assessment Report (BAR) if blasting is proposed
- (c) Field monitoring and action plans
- (d) Grading and Drainage plans

The Owner acknowledges and agrees it shall pay all costs associated with the City's review of the plans and/or reports listed above.

28. **Proximity Study Review Cost Recovery**

Prior to registration of this agreement, the Owner acknowledges and agrees that it shall pay all costs associated with the Proximity Study review undertaken by the City's Transit Services Department. The Owner further agrees to pay any additional costs incurred by the City's Transit Services Department 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 herein.

29. **Requirement for Flag-person / Corridor Access**

The Owner acknowledges and agrees no access is allowed to the O-Train right-of-way abutting the subject lands without a flag-person present or other City approved safety controls on the subject lands and/or the said right-of-way. The Owner further acknowledges and agrees that should the Owner, its representatives or contractors require access to the O-Train right-of-way, they shall work with the General Manager, Transit Services Department or their designate, to sign and submit required safety documentation, provide a Certificate of Insurance naming the "City of Ottawa, Capital Railway (applicable to O-Train Line 2 only), and Rail Term Inc." and the City's designated rail maintenance service provider as additional insureds to satisfy the liability requirements, and provide a current Workplace Safety and Insurance Board form to the General Manager, Transit Services Department or their designate. All flagging duties are to be carried out by the City's designated rail maintenance service provider and all flagging costs are the sole responsibility of the Owner. Requests for flagging must be sent by e-mail to the General Manager, Transit Services Department or their designate.

30. **Notice on Title – All Units – Light Rail Transit**

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 (where such plans or documents might otherwise reasonably

mislead the potential purchaser/lessee about the condition of the property), for the whole or any part of the subject lands, shall (to the extent permissible by the Land Registry Office) 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 public transit light rail system:

“The Purchaser/Lessee, for himself, his heirs, executors, administrators, successors and assigns acknowledges being advised that a public transit light-rail rapid transit system (hereinafter referred to as “LRT system”) and related bus infrastructure are proposed to be located in proximity to the subject lands. The LRT system may be located in a tunnel adjacent to or under the subject lands, and the construction, operation and maintenance of the LRT and related bus infrastructure in the ordinary course may result in environmental impacts including, but not limited to, noise including LRT operational noise emanating from tunnel ventilation shafts and tunnel ventilation equipment noise for routine testing, vibration, electromagnetic interferences, stray current transmissions, vehicle emissions, smoke and particulate matter (collectively referred to as the “Interferences”) to the subject lands. The Purchaser/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 Purchaser/Lessee acknowledges and agrees to release 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 Purchaser covenants with the Vendor and the Lessee covenants with the Lessor that the above clauses, verbatim, shall (to the extent permissible by the Land Registry Office) 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 LRT system.

31. **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. 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.

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

- (a) Prior to the issuance of any Building Permits beyond excavation and shoring, in the event that a construction crane is relocated from the planned /initial location or if an additional crane is required at any time, the Owner(s) shall enter into a Crane Swing Agreement with the City to the satisfaction of the Program Manager, Rail Contracts, operating as O-Train Confederation Line, in consultation with the General Manager, Planning, Infrastructure and Economic Development.
- (b) The Owner shall be responsible for all costs of preparation and registration of the required Crane Swing Agreement including the costs of the City-appointed third-party engineer to review of plans together all costs associated with the City's Contractor's review as well. Prior to execution of the said Crane Swing Agreement by the City, the Owner shall provide to the Program Manager, Rail Contracts, operating as the O-Train Confederation Line, plans, stamped by an Ontario Professional Structural Engineer, identifying the location and description of the type of crane(s) that will be on site (including any existing cranes on the property) to determine if the mast or the arms of the crane would be entering the air rights of the rail corridor adjacent to Lees Avenue , which abuts the site to the west. No crane(s) is to be assembled on site until the specifications of the crane(s) are provided to and approved by the Program Manager, Rail Contracts, operating as the O-Train Confederation Line and the Owner has executed the Crane Swing Agreement.
- (c) The Owner further acknowledges and agrees that if a crane does enter the aerial rights of the rail corridor (including the crane arm while swinging free) without a signed Crane Swing Agreement, such action will be in violation of the Railway Safety Act, Section 26.1, and the Owner shall immediately cease

use of the crane.

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

33. **O-Train Confederation Line Lands Access**

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

All access and/or work must be approved prior accessing any lands and submitted for approval with 2 weeks notice from the start of the work week (Monday) day prior to any work taking place within the Right-of-Way. Approval and coordination of work can be obtained by contacting otrainrightofway/emprisesotrain@ottawa.ca.

34. **Noise and Vibration Monitoring Plan**

The Owner acknowledges and agrees that a Noise and Vibration Monitoring Plan is to be developed and provided to the O-Train Right of Way and Rail operations (Program Manager- Rail Contracts) for review and approval prior to the start of construction. Noise and Vibration Monitoring reports are to be submitted to the O-Train Right of Way and Rail operations (Program Manager- Rail Contracts) throughout the duration of the project. The Owner acknowledges and agrees that the reports are to conform to the requirements provided and to the satisfaction of the City. Any deviation from the Vibration Monitoring Control Plan is to be approved by the Rail Operations Branch of the Transit Service Department prior to the

commencement of any work.

35. **Additional Plans and Reports**

The Owner acknowledges and agrees that the following documents must be provided for review and approval prior to the commencing of any site works and/or building permits being issued, including conditional permits, to the satisfaction of O-Train Right of Way and Rail operations (Program Manager- Rail Contracts) or their designate:

- a) Dewatering and Discharge plans
- b) Blast Assessment Report (BAR) if blasting is proposed
- c) Field monitoring and action plans

The Owner acknowledges and agrees it shall pay all costs associated with the City's review of the plans and/or reports listed above with the LRT maintainer.

- a) Dewatering and Discharge Plans

The Dewatering and Discharge plan shall include, but not limited to, the following details:

- Full description of the project, including drawings
- Hydrogeological site conceptual model for both overburden and bedrock
- 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
- Characterization of groundwater quality in respect of City Sewer Use By-Law criteria limits using site sampling data, with discussion of potential treatment requirements
- Impact assessment including short term (construction) and long term (subsurface drainage) and drawdown interference with local wells (if any) and/or ecological features
- Evaluation of ground settlement / basal heave potential both within the excavation and with regard to nearby structures / infrastructure including zone of influence
- Monitoring and mitigation plans including contingency plan.
- Determination of the need for / type of regulatory approvals required (eg., Permit To Take Water / Environmental Activity and Sector Registry).

The Owner acknowledges and agrees to contact the OTrain Right of Way and Rail operations (Program Manager- Rail Contracts) to confirm the details to be included in the Dewatering and Discharge Plan prior to completing the plan.

b) Blast Assessment Report (BAR)

The Blast Assessment Report (BAR), listed in Condition 5 above, shall include but not limited to, the following details:

- Work plan showing details of the proposed blasting operations
- Types of explosive and detonation to be adopted.
- Pre-blast survey
- Protection against damage to the adjacent structures, underground and above-ground utilities, and protection of the public safety.
- Blasting limits
- 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.
- Details of vibration monitoring.
- Methods of remedial measures of damages caused by blasting.
- Emergency responses to blasting damage.
- 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 O-Train Right of Way and Rail operations (Program Manager- Rail Contracts) to confirm the details to be included in the BAR prior to completing the report.

- Pre-blast Survey

The Owner acknowledges and agrees that a pre-blast survey shall be required as a result of this development, and the Owner shall provide a pre-blast survey to the O-Train Right of Way and Rail operations (Program Manager- Rail Contracts) for review and approval by Rideau Transit group prior to any blasting activities. The Owner covenants and agrees it shall arrange for a pre-blast survey to be carried out by a Professional Engineer, licensed in the Province of Ontario, and in accordance with the Ontario Provincial Standard Specification entitled "General Specification for the Uses of Explosives", Section 120.07.03, which states as follows:

- a) A pre-blast survey shall be prepared for all buildings, utilities, structures, water wells, and facilities likely to be affected by the blast and those within 150 m of the location where explosives are to be used. The standard inspection procedure shall include the provision of an explanatory letter to the owner or occupant and owner with a formal request for permission to carry out an inspection.
- b) The pre-blast survey shall include, as a minimum, the following information:

- i. Type of structure, including type of construction and if possible, the date when built.
 - ii. Identification and description of existing differential settlements, including visible cracks in walls, floors, and ceilings, including a diagram, if applicable, room-by-room. All other apparent structural and cosmetic damage or defect shall also be noted. Defects shall be described, including dimensions, wherever possible.
 - iii. Digital photographs or digital video or both, as necessary, to record areas of significant concern. Photographs and videos shall be clear and shall accurately represent the condition of the property. Each photograph or video shall be clearly labelled with the location and date taken.
- c) A copy of the pre-blast survey limited to a single residence or property including LRT Tunnel, including copies of any photographs or videos that may form part of the report shall be provided to the owner of that residence or property, upon request.

c) Field Monitoring and Action Plans

The field monitoring and action plans listed in Condition 5 above, shall include but not limited to, the following details:

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

36. **Environmental Impacts**

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

order to ensure subsequent owners and/or occupants are fully informed of the potential Interferences.

37. **Building/Construction Permit Drawings**

The Owner covenants and agrees to submit PDF files of all construction permit application forms and drawings to the O-Train Right of Way and Rail operations (Program Manager- Rail Contracts) prior to submitting an application form and/or drawing(s) to the Chief Building Official, Building Code Services. In the event of any revision to the submitted construction permit drawing(s) pertaining to any portion of the proposed building below grade, including but not limited to underground parking, the Owner covenants and agrees to submit PDF files of such revision(s) to the OTrain Right of Way and Rail operations (Program Manager- Rail Contracts) prior to submitting the revised construction permit drawing(s) to the Chief Building Official, Building Code Services.

38. **Engineering Report**

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

39. **Grading and Drainage Plans**

The Owner acknowledges and agrees that the Grading Plan referenced in Schedule "E" herein shall reflect and accommodate the proposed grading and streetscaping not interfere with the construction, maintenance and operation of any LRT and Transit related infrastructure above and below grade.

40. **Proximity Study Review Cost Recovery**

Prior to registration of this agreement, the Owner acknowledges and agrees that it shall pay all costs associated with the Proximity Study review undertaken by the City's Transit Services Department. The Owner further agrees to pay any additional costs incurred by the City's Transit Services Department 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 herein.

41. **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 Hamilton Avenue North right-of-way, as shown on the approved Landscape Plan referenced in Schedule "E" herein, including all plant and

landscaping material (except municipal trees) and sodding. 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.

42. Parkland Dedication

- (a) The Owner acknowledges and agrees that the conveyance requirement to the City is 121 square metres.
- (b) The Owner covenants and agrees that the conveyance requirement has been calculated at the rate set out below in accordance with the Parkland Dedication By-law, being By-law No. 2022-280, as amended:

For cash-in-lieu of conveyance of parkland (residential > 18 units/net ha): one hectare per 1,000 net residential units but shall not exceed a maximum of 10% of the gross land area where less than or equal to five hectares.

Gross Land Area (GLA) of Phase 3 only	1210 m ²	
Development Type	Calculation	Conveyance Requirement (m²)
Residential > 18 units/net hectare	10% of the Gross Land Area of Phase 3	121m ²

43. Cash-In-Lieu of Conveyance of Parkland

Prior to registration of the Site Plan Agreement, the Owner acknowledges and agrees to pay cash-in-lieu of conveyance of parkland as referenced in Schedule "B" herein. Pursuant to the City's Parkland Dedication By-law, being By-law No. 2022-280, as amended, 40% of said funds collected shall be directed to City wide funds, and 60% shall be directed to Ward 15 funds. The Owner shall also pay the parkland appraisal fee of \$800.00 plus H.S.T. of \$104.00, as referenced in Schedule "B" herein.

44. Pre-Construction Meeting

The Owner agrees to hosting a virtual pre-construction meeting with the community and the Ward Councillor's office prior to the start of excavation and construction on the site.

August 25, 2023

Date



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



SITE PLAN CONTROL APPROVAL APPLICATION SUPPORTING INFORMATION

File Number: D07-12-22-0004

SITE LOCATION

1560 Scott Street, and as shown on Document 1.

SYNOPSIS OF APPLICATION

The subject site is located southeast of the Scott Street and Holland Avenue intersection. The subject site consists of a portion of the subject property containing the southeast wing of the existing one-storey concourse. The subject site has an area of approximately 1,210 square metres with 42 metres of frontage along Hamilton Avenue.

The subject site is surrounded by a wide-ranging mix of land uses and densities. Immediately north of the site is a proposed 25-storey mixed-use building, currently undergoing development review, at 1546 Scott Street. To the north of the property, past Scott Street, is Tunney's Pasture O-Train Station. Further north is the Tunney's Pasture Federal Government office campus, which is planned for redevelopment into a compact mixed-use node around the transit station. To the east, past the intersection of Bullman Street and Hamilton Avenue North, the area is characterized by low and mid-rise residential and commercial uses. Further east is Parkdale Avenue. To the south of the property is a mid-block pedestrian promenade providing access to the property's existing underground parking garage. The residential lands south of the promenade contain a central greenspace courtyard that is framed by low-rise townhomes and 9-storey residential buildings. To the west is Holland Avenue and low-rise residential blocks consisting of mixed building age and typology.

The property is currently occupied by the Holland Cross complex, a 1980s development consisting of two 8-storey office towers and a broad single-storey concourse of commercial land uses. New visitor parking, bicycle parking, and residential storage lockers will be provided within the existing below-grade parking garage, with internal access.

The proposed development is a 25-storey mixed use building. Underground visitor parking and resident storage space, an improved ground-level mid-block connection, and bicycle parking are also proposed. The proposed building's mass is divided into three sections: a base, a middle, and an upper component, which adds visual appeal, offers massing transition, and adheres to a 20-meter tower setback from the nearby townhouses to the south. The residential lobby and amenity rooms, as well as commercial retail space, will be located on the ground floor.

An Official Plan Amendment (D01-01-20-0012) and Zoning By-law Amendment (D02-02-20-0068) were approved by Council in December 2021, which had the effect of obtaining the proper relief required to support the current proposal. The relief obtained related to maximum height, as well as defining, and limiting the size of, the tower floor plate.

Residential Units and Types

Dwelling Type	Number of Units
Apartment	281

Related Applications

The following applications are related to this proposed development:

- Official Plan Amendment (D01-01-20-0012)
- Zoning By-law Amendment (D02-02-20-0068)

DECISION AND RATIONALE

This application is approved for the following reasons:

- The application is consistent with the “Inner Urban Transect” policies of the Official Plan, as well as with the “Hub” designation. The proposed development represents a high-density, mixed-use development, in close proximity to a rapid transit station.
- The application is consistent with the Scott Street Secondary Plan and its “Hub” designation. The proposed development represents an opportunity for intensification to support the Tunney’s Pasture O-Train Station and create a distinct place with more commercial amenities to serve the broader community. The proposal is also consistent with the Council-approved Official Plan Amendment (D01-01-20-0012).
- The proposed development is consistent with the intent of the Zoning By-law and meets all applicable performance standards of the zone, as approved by Council through Zoning By-law Amendment (D02-02-20-0068).
- The development is consistent with the Urban Design Guidelines for High-rise Buildings and with the Transit-Oriented Development Guidelines. The proposal offers quality architecture in a mixed-use, high-density development, in close proximity to shops and transit.
- The development complies with the relevant planning policy context and complies with the zoning bylaw. Accordingly, the development represents good land use planning.

PARKLAND DEDICATION

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

URBAN DESIGN REVIEW PANEL

The Site Plan Control application was subject to the Urban Design Review Panel process. The panel's recommendations from the formal review meeting are included under Document 2.

The Panel was successful in that the tower floorplate was reduced, a meaningful podium was provided, and the public realm improved.

CONSULTATION DETAILS

Councillor's Comments

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

Public Comments

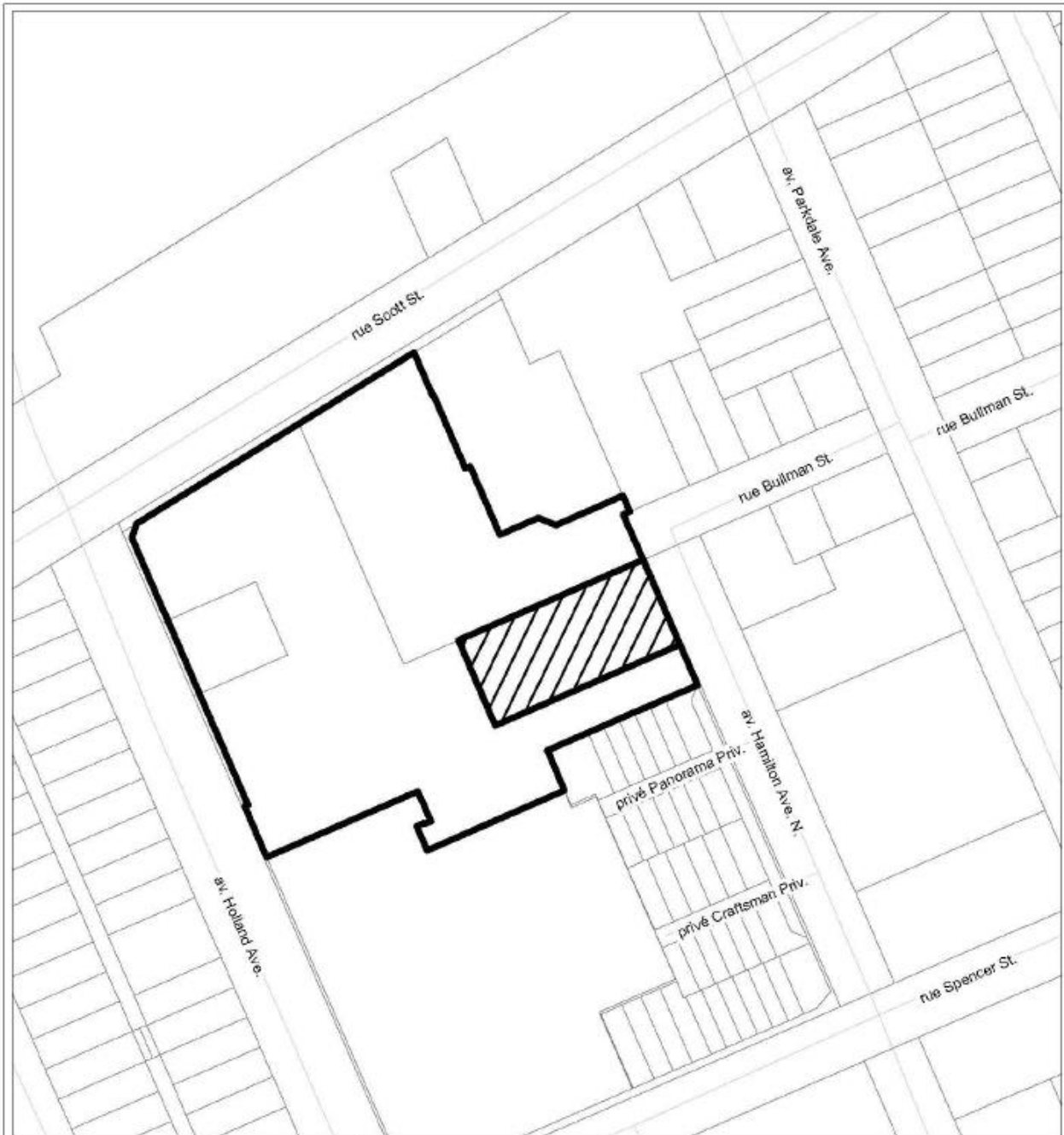
This application was subject to public circulation under the Public Notification and Consultation Policy. There were public comments received online and staff considered these comments.

APPLICATION PROCESS TIMELINE STATUS

This Site Plan application was not processed by the On Time Decision Date due to complexities with some of the review components as well as extended periods of time between submissions.

Contact: Jean-Charles Renaud Tel: 613-580-2424, ext. 27629 or e-mail: Jean-Charles.Renaud@ottawa.ca

Document 1 – Location Map



		LOCATION MAP / PLAN DE LOCALISATION ZONING KEY PLAN / SCHÉMA DE ZONAGE OFFICIAL PLAN AMENDMENT / MODIFICATION DU PLAN OFFICIEL	
D02-02-20-0068	20-0762-D		
D01-01-20-0012			
I:\CO\2020\Zoning\Scott_1560			
<small>©Parcel data is owned by Teramet Enterprises Inc. and its suppliers. All rights reserved. May not be produced without permission. THIS IS NOT A PLAN OF SURVEY.</small>			
<small>Quels données de parcelles appartient à Teramet Entreprises Inc. et à ses fournisseurs. Tous droits réservés. Ne peut être reproduit sans autorisation. CE CI N'EST PAS UN PLAN D'ARPENTAGE.</small>			
REVISION / RÉVISION - 2020 / 09 / 03		Entire map area is affected by the Mature Neighbourhoods Overlay (section 139) / Tout le secteur de la carte est touché par la Zone sous-jacente de quartiers établis (article 139)	
			



1560 rue Scott Street



Subject site / Emplacement visé

1560 SCOTT STREET | Formal Review | Official Plan and Zoning Bylaw
Amendment and Site Plan Control Application | LaSalle Investment Management;
N45 Architecture Inc.; Stantec



Summary

- The Panel appreciates the positive advancements with the scheme since the last iteration. The podium treatment, the setback of the ground floor, and the introduction of the arcade for pedestrian comfort along the mid-block connection are all positive improvements.
- The size of the tower floorplate remains a key concern of the Panel and it was strongly recommended that a reduction in the mass of the tower is still required to make this precedent-setting building acceptable.

Massing

- The size of the tower floorplate remains a key concern of the Panel. The gentle shift in the tower is not successfully reducing the scale of the tower visually.
- The exploratory work to reduce the appearance of the tower as a larger slab is appreciated, but it is still well beyond the 750m² stipulated by the High-Rise Guidelines. In the eyes of the Panel, this guidance is an important design principle to be respected. A very big gesture in terms of slimming down the mass of the tower is still required to make this precedent-setting building acceptable.
- It was suggested that a deep and generous reveal in the tower may help to create a clear break in the mass. Glazing in the reveal would also serve to allow natural light to illuminate the long corridor that is contained within this slab. Another suggestion was to sculpt the top in order to make the top of the tower read in a more slender way.

Materiality

- The Panel expressed uncertainty towards the colour palette of the building materials, though this may be an effect of the renderings. It was suggested that the contrast between the brick and metal panel is too stark and that combining pre-cast and brick may work better. It is recommended that the proponent continue to study the materiality to ensure that the desired effect is achieved.
- The base of the building is nicely articulated. The glass wall and the stone banding around the opening are effective treatments.

Building Design

- It was suggested that the elevation facing Hamilton Avenue feels somewhat unresolved. It will be an important elevation, but currently reads too much like an end elevation.
- The treatment of the base of the tower as it meets the rooftop terrace causes the building to feel as if it has been “cut off.” The Panel recommends plantings, trellis or something to add a bit more presence to the terrace.

Public Realm

- The Panel commented that the design of the mid-block connection has evolved nicely since the last iteration. It will be important to introduce generous plantings to soften the space.
- The Panel supported the screening proposed for the loading dock area.