



**SITE PLAN CONTROL APPLICATION
DELEGATED AUTHORITY REPORT
PLANNING, DEVELOPMENT AND BUILDING SERVICES DEPARTMENT**

Site Location: 187 Boteler Street

File No.: D07-12-22-0041

Date of Application: April 7, 2022

This SITE PLAN CONTROL application submitted by GRC Architects c/o Carolyn Jones, on behalf of the State of Qatar, is APPROVED as shown on the following plan(s):

1. **Site Plan**, Drawing No. A001, prepared by GRC Architects, dated June 30, 2023, revision 5 dated NOV 03, 2023.
2. **Site Plan – Enlarged Plans**, Drawing No. A010, prepared by GRC Architects, dated June 30, 2023, revision 2 dated NOV 03, 2023.
3. **Site Plan – Security Features**, Drawing No. A0023, prepared by GRC Architects, dated June 30, 2023, revision 3 dated NOV 03, 2023.
4. **Security Fence Details**, Drawing No. A004, prepared by GRC Architects, dated June 30, 2023, revision 2 dated NOV 03, 2023.
5. **Security Fence Plan Details**, Drawing No. A005, prepared by GRC Architects, dated June 30, 2023, revision 2 dated NOV 03, 2023.
6. **Site Plan – Security Perimeter Fence - Elevations**, Drawing No. A006, prepared by GRC Architects, dated June 30, 2023, revision 4 dated NOV 03, 2023.
7. **Building Elevations without Screen**, Drawing No. A200A, prepared by GRC Architects, dated June 30, 2023, revision 4 dated AUG 08, 2023.
8. **Building Elevations with Screen**, Drawing No. A200B, prepared by GRC Architects, dated June 30, 2023, revision 4 dated AUG 08, 2023.
9. **Building Elevations without Screen**, Drawing No. A200B, prepared by GRC Architects, dated June 30, 2023, revision 4 dated AUG 08, 2023.
10. **Building Elevations with Screen**, Drawing No. A201B, prepared by GRC Architects, dated June 30, 2023, revision 4 dated AUG 08, 2023.
11. **Tree Conservation Report**, Drawing No. TCR, prepared by James B. Lennox & Associates Inc., dated June, 2019, revision 7 dated 11/03/23.
12. **Landscape Plan**, Drawing No. L101, prepared by James B. Lennox & Associates Inc., dated June, 2019, revision 7 dated 11/03/23.
13. **Landscape Plan**, Drawing No. L102, prepared by James B. Lennox & Associates Inc., dated June, 2019, revision 7 dated 11/03/23.
14. **Landscape Details**, Drawing No. L201, prepared by James B. Lennox & Associates Inc., dated June, 2019, revision 6 dated 11/03/23.

15. **Legends and Notes**, Drawing No. C-001, prepared by exp Services Inc., dated 05/10/2021, revision 5 dated 03/11/2023.
16. **Site Servicing Plan**, Drawing No. C-100, prepared by exp Services Inc., dated 05/10/2021, revision 5, dated 03/11/2023.
17. **Site Grading Plan**, Drawing No. C-200, prepared by exp Services Inc., dated 05/10/2021, revision 5, dated 03/11/2023.
18. **Erosion and Sediment Control Plan**, Drawing No. C-300, prepared by exp Services Inc., dated 05/10/2021, revision 5, dated 03/11/2023.
19. **Pre-Dev Stormwater Management Plan**, Drawing No. C-400, prepared by exp Services Inc., dated 05/10/2021, revision 5, dated 03/11/2023.
20. **Post-Dev Stormwater Management Plan**, Drawing No. C-500, prepared by exp Services Inc., dated 05/10/2021, revision 5, dated 03/11/2023.

And as detailed in the following report(s):

1. **Geotechnical Investigation**, prepared by Paterson Group, Revision 4, dated June 5, 2023
2. **Geotechnical Investigation Memorandum**, prepared by Paterson Group, dated July 27, 2022
3. **Phase One Environmental Site Assessment**, prepared by Stantec Consulting Ltd., dated September 18, 2023
4. **Phase Two Environmental Site Assessment**, prepared by Stantec Consulting Ltd., dated September 15, 2023
5. **Site Servicing & Stormwater Management Report**, prepared by exp Services Inc., Revision 2, dated August 1, 2023
6. **Loading of Parking Ramp Retaining Wall in Easement**, prepared by Cunliffe & Associates, dated March 1, 2024.
7. **Traffic and Stationary Noise Study**, prepared by State of the Art Acoustic Inc., dated February 25, 2022
8. **Qatar Embassy Traffic Impact Assessment**, prepared by EXP Services Inc., dated 2022-02-07.

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

General Conditions

1. **Lapsing of Approval**

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, complete the conditions to be satisfied prior to the signing of this Agreement, and have the corresponding building permit(s) issued within three (3) years 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, Development and Building Services.

3. **Water Supply for Fire Fighting**

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

4. **Reinstatement of City Property**

The Owner shall reinstate, at its expense and to the satisfaction of the General Manager, Planning, Development and Building Services, 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, Development and Building Services.

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, Development and Building Services. 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, Development and Building Services.

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, Development and Building Services, 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, Development and Building Services, the aforesaid Works are proceeding satisfactorily toward completion. The Owner shall obtain the prior consent of the General Manager, Planning, Development and Building Services 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, Development and Building Services, 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.

Special Conditions

10. **Professional Engineering – General Review**

The Owner shall have competent Professional Engineering personnel on-site as required during the period of construction, to perform General Review of the Works, and the General Manager, Planning, Development and Building Services, 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, Development and Building Services, 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, Development and Building Services, may order all Work in the project to be stopped, altered, retested or changed to the satisfaction of the General Manager, Planning, Development and Building Services.

11. **Asphalt Overlay**

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 – Uncontrolled Intersections" Plan, Drawing No. SC7.1, 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.

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, Development and Building Services.

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 covenants and agrees that it shall retain the services of a professional engineer licensed in the Province of Ontario to ensure that the recommendations of the Traffic and Stationary Noise Study, referenced in Schedule "E" herein, are fully implemented. The Owner further acknowledges and agrees that it shall provide the General Manager, Planning, Development and Building Services with confirmation issued by the professional engineer that the Owner has complied with all recommendations and provisions of the Traffic and Stationary Noise Study, prior to building occupancy, which confirmation shall be to the satisfaction of the General Manager, Planning, Development and Building Services.

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 (the "Report"), referenced in Schedule "E" herein, are fully implemented. The Owner further acknowledges and agrees that it shall provide the General Manager, Planning, Development and Building Services 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, Development and Building Services.

16. **Retaining Wall**

The Owner agrees to submit to the General Manager, Planning, Development and Building Services, prior to issuance of a building permit, details of the retaining walls which are greater than one metre in height, as shown on the Site Grading 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, Development and Building Services. The Owner shall provide confirmation to the General Manager, Planning,

Development and Building Services that the Professional Structural Engineer has inspected and confirmed that the retaining walls have been constructed in accordance with the approved retaining wall details.

17. **Retaining Wall – Stability**

The Owner acknowledges and agrees to install the proposed retaining walls in accordance with the approved Retaining Wall Design as shown on the approved Site Grading Plan both referenced in Schedule “E” hereto. The Owner shall provide written confirmation, satisfactory to the General Manager, Planning, Development and Building Services, 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 for the site. 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, Development and Building Services. 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.

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. **Notice on Title – Below Grade Parking Areas and Depressed Driveways**

The Owner acknowledges and agrees that a notice shall be registered on title to the subject lands, at the Owner’s expense. The Owner further acknowledges and agrees that such notice on title, or the clauses as written directly below, shall be included in all agreements of purchase and sale and lease agreements to inform prospective purchasers and tenants of these matters. The notice on title shall include, but not be limited to, the following:

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 themselves, their 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. **Re-Grading and Maintenance of Ditch**

The Owner acknowledges and agrees it shall be responsible for various grading and maintenance measures along Macdonald Cartier Bridge & King Edward Avenue which include the following:

- (a) Re-grade the shoulders of the ditch within the road allowance(s) of Macdonald Cartier Bridge and King Edward Avenue abutting the subject lands, to the satisfaction of the General Manager, Planning, Development and Building Services Department;
- (b) Obtain utility clearances prior to the re-grading of any ditch;
- (c) Obtain approval from the City’s Roads Services Branch of the Public Works Department if the grade of any ditch bottom is to change; and
- (d) Maintain a grass cover within the road allowance(s) of Macdonald Cartier Bridge and King Edward Avenue abutting the subject lands, to the satisfaction of the General Manager, Planning, Development and Building Services Department.

21. **Inspection of City Sewers**

- (a) Prior to the issuance of a building permit, the Owner shall, at its expense:
 - (i) obtain a video inspection of the existing 1950mm stone trunk sewer and the 375mm PVC sanitary sewer within the subject site prior to any construction to determine the condition of the existing City Sewer System prior to construction on the lands and to provide said video inspection to the General Manager, Planning, Development and Building Services. Prior to conducting a video inspection, the owner

shall contact Hasnaa.Zaknoun@ottawa.ca and provide a one week advance notice.

- (b) Upon completion of construction on the lands, the Owner shall, at its expense and to the satisfaction of the General Manager, Planning, Development and Building Services:
 - (i) obtain a video inspection of the existing 1950mm stone trunk sewer and the 375mm PVC sanitary sewer within the subject site to determine if the City Sewer System sustained any damages as a result of construction on the lands Prior to conducting a video inspection, the owner shall contact Hasnaa.Zaknoun@ottawa.ca and provide a one-week advance notice; and
 - (ii) assume all liability for any damages to the 1950mm stone trunk sewer and the 375mm PVC sanitary sewer within the subject site and compensate the City for the full amount of any required repairs to the City Sewer System resulting therefrom, save and except for those damages which the Owner can establish were not caused by the Owner, its employees or agents.

22. **Trunk Sewer Protection**

Prior to any Works being commenced on site and in order to maintain the integrity of the 1950mm stone trunk sewer and the 375mm PVC sanitary sewer intersecting the site, the Owner acknowledges and agrees to:

- (a) to develop a site-specific Settlement and Vibration Monitoring Program as detailed in the Geotechnical Investigation Report dated June 5, 2023. The Program will be stamped by a Professional Engineer, licensed in the Province of Ontario and shall be submitted to the General Manager, Planning, Infrastructure and Economic Development for review and approval prior to the inclusion of the Plan in the contract documents.
- (b) that should monitoring levels of vibration and underground soil movement exceed the maximum limits outlined in the Program and the Geotechnical Report, the Owner agrees to cease all construction activities immediately and implement, at its sole expense, the necessary correction measures. The Owner further agrees to report to the City immediately and resubmit a revised work plan to the satisfaction of the General Manager, Planning, Infrastructure and Economic Development.
- (c) that in the event that the levels of vibration momentarily exceed the maximum limits outlined in the Program, and if the Owner's on-site consultant is of the professional opinion that no danger exists, the Owner may continue to proceed with the work by a different means, consistent with the Program, which does not further cause the levels of vibration/settlement to exceed the maximum limits outlined in the Program.

Prior to proceeding with the Work, the level of exceedance of vibration/settlement shall be reported to the Construction Services Branch of the City.

- (d) that in the event emergency repairs of the trunk sewer are required, the Owner shall reimburse the City for the cost of such repairs to the satisfaction of the General Manager, Planning, Infrastructure and Economic Development, unless the Owner can establish that such damage was not caused by construction undertaken by the Owner, its employees or its agents.
- (e) that the City reserves the right to issue a stop work order for the construction in the event of any incident which would adversely affect the trunk sewer. This may include but is not limited to, a leak or failure of the trunk sewer. Where the stop work order is for a period of 24 hours or less or where the incident may be attributed to the construction activities of the Owner, the City is not responsible for any delay claim billed by the Owner. No inference of liability on the part of the City, is to be taken from these conditions for any period longer than 24 hours.
- (f) to prepare a Construction Management Plan for the construction work adjacent to the sewers. The Construction Management Plan shall include but not limited to, excavation details, protection plan, vibration monitoring details as specified in the Settlement and Vibration Monitoring Program, loading details as per the approved Loading of Parking Ramp Retaining Wall in Easement memorandum, emergency response action plan and emergency contacts in the event the sewers are damaged or leaking.
- (g) from the start of construction of the Works until final Acceptance of the Works by the City, The Owner or its Contractor shall obtain and keep in force Wrap-Up Liability insurance, underwritten by an insurer licensed to conduct business in the Province of Ontario, for a limit of not less than Ten Million Dollars (\$10,000,000.00), per occurrence, for bodily injury, personal injury, death, or property damage including loss of use thereof. The Wrap-up policy shall be in the joint names of the Owner, Contractor, all Sub-contractors, Architects, Engineers, Consultants and Project Managers. Coverage shall include, but not be limited to, the following: Products and Completed Operations Liability, blanket contractual liability, contingent employer's liability, non-owned automobile liability, as well as cross liability and severability of interest clause(s). If applicable to the construction of the Works, the policy shall have no exclusion pertaining to shoring, blasting, excavating, underpinning, demolition, pile driving, caisson work and work below ground surface including tunneling and grading. The policy shall contain an endorsement adding the City of Ottawa as an Additional Insured and provide the City with not less than thirty (30) days written notice of cancellation or termination.

- (i) The City of Ottawa must be added as an Additional Insured and be provided with Thirty (30) days prior written notice of cancellation or termination.
- (ii) The Owner shall forward to the City, a certificate of insurance evidencing Wrap-Up Liability coverage, at least fifteen (15) days prior to commencement of the Works.

23. **Stormwater Management Memorandum**

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

24. **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 confirm 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, Development and Building Services 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.

25. **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 Site 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.

26. **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, Development and Building Services 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.

27. **Soil and Groundwater Impacts**

Based on the recommendations of the approved Phase Two Environmental Site Assessment prepared by Stantec Consulting Ltd., dated September 15, 2023, the Owner acknowledges and agrees to address soil and groundwater impacts through either or a combination of remedial excavation and or a Screening-Level Risk Assessment (SLRA). The soil and groundwater onsite shall either meet the provincial criteria prior to any development, or the associated risk shall be assessed, and any recommended risk mitigation measures implemented to ensure future site users will not be exposed to unacceptable health risks.

28. **Screening Level Risk Assessment**

- (a) Prior to Building Permit, the Owner acknowledges and agrees to incorporate the recommendations provided in the approved Screening Level Risk Assessment, referenced in Schedule “E” herein, into Building Permit drawings for approval and to the satisfaction of the General Manager, Planning, Development and Building Services Department. This includes:
 - (i) The construction of a barrier for contaminated site soils; and
 - (ii) An intermittent ventilation system for the underground parking.
- (b) Prior to any site construction activities the Owner acknowledges and agrees to develop the following per the recommendations of the approved Screening Level Risk Assessment, referenced in Schedule “E” herein:
 - (i) A Health and Safety Plan (HASP) for dealing with contaminated soil and groundwater on site.
 - (ii) Soil and Groundwater Management Plan

29. **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.

30. **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.

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, Development and Building Services, 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.

31. **Updated Sewer Easement**

- (a) Further to the provisions detailed within the City Sewer Easement registered on title as Instrument OC1604265, paragraphs 3 and 4, regarding any works undertaken pursuant to the said easement, the Owner and the City agree that the Owner, and not the City, shall bear the full cost and responsibility for the reinstatement of all improvements to and installations on the lands within the easement area, that are not listed in paragraph 3 and 4 of Instrument OC1604265, including those shown in the approved plans referenced in Schedule “E” hereto.
- (b) Prior to discharge of this Site Plan Agreement from title, the Owner shall ensure that a replacement easement which incorporates this revised term is registered on title to replace Instrument OC1604265, to the satisfaction of the General Manager, Planning Real Estate and Economic Development.

32. **Exterior Elevations Drawings**

The Owner acknowledges and agrees to construct the proposed building in accordance with the approved Building Elevations plans, referenced in Schedule “E” herein. The Owner further acknowledges and agrees that any subsequent proposed changes to the approved plans shall be filed with the General Manager, Planning, Development and Building Services and agreed to by both the Owner and the City prior to the implementation of such changes. No amendment to this Agreement shall be required.

33. **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 Boteler Street right of way, as shown on the approved Landscape Plans referenced in Schedule "E" herein, including all plant and landscaping material (except municipal trees), paving materials, walkways and driveways. 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.

34. **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.

July 30, 2024

Date



Andrew McCreight
Manager, Development Review, Central
Planning, Development and Building Services
Department

Enclosure: Site Plan Control Application approval – Supporting Information

SITE PLAN CONTROL APPROVAL APPLICATION SUPPORTING INFORMATION

File Number: D07-12-22-0041

SITE LOCATION

187 Boteler Street, and as shown on Document 1.

SYNOPSIS OF APPLICATION

The subject site is located north of Boteler Street and south and west of King Edward Avenue where the street becomes the ramps to the Macdonald-Cartier Bridge. The irregularly shaped lot has an area of 7,496 square metres and is currently vacant.

The surrounding context to the east of the subject site is characterized by a variety of residential uses, including high-rise apartment buildings and detached houses. The lands directly north of the site are occupied by a 10-storey office building (the Lester B. Pearson Building). South of the site, past Boteler Street, is the Lowertown community, consisting of low-rise dwellings, a four-storey apartment building, services and commercial uses, and the Embassy of the Republic of Korea. Further south is Cathcart Park. Immediately west of the property is the Embassy of the United Arab Emirates.

The proposed building would be located on the western portion of the subject lot. A one-storey wing facing Boteler Street includes a direct public entrance for consular services. The proposed structure is organized as a series of curvilinear forms inspired by Qatar landscapes.

The subject property is accessible by vehicles traveling eastbound on Boteler Street, which is a one-way street. The proposed development will include 20 underground vehicular parking spaces and five at-grade parking spaces. Surface parking will be limited to pre-approved visitors and is screened from the street by planted traffic islands at the Embassy forecourt. The garbage and recycling container storage, loading area, and ramp to the garage are located on the property and screened from view. The project is targeting LEED Silver.

Related Applications

N/A

DECISION AND RATIONALE

This application is approved for the following reasons:

- The proposal conforms to the provisions of the GM and GM1[1344] F(2.0) zones.
- Special conditions relating to insurance are recommended due to the presence of a large trunk sewer bisecting the site.
- The proposed site design represents good planning.

PARKLAND DEDICATION

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

URBAN DESIGN REVIEW PANEL

The Site Plan Control application was subject to the Urban Design Review Panel process. A formal review meeting was held on April 1, 2022.

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

Summary

- The Panel thanked the proponent for the presentation and found the proposed design elegant and appropriate for the intended use; the changes from the previous panel session are supported, and the panel believes the project is trending in the right direction.
- The Panel focused their commentary on addressing the streetscape and public realm while maintaining the wall condition. Suggestions were provided for the wall layout and treatment, patterning, lighting, and elements to enhance the pedestrian experience and bring Qatar's landscape to the street.

Architectural Expression

- The Panel appreciates the double layering treatment and the patterning of the facade; the champagne coloration works well and contrasts with the lighter material at the base. But the Panel notes that the underlay might not need to be a dark tone, as there is an opportunity to have some light and shadow between the layers, which was present in the previous iteration of the project.
- The lighting at night is appreciated as it creates a feeling of a glowing lantern, but the Panel suggests the pattern could extend to enclose the mechanical penthouse. Soft lighting should be considered to create the sense that the building is floating in the landscape.
- It is unclear whether cladding or spandrel glass is being used for the office building. The use of a single material might make the building look less heavy.
- The Panel feels the guardhouse appears utilitarian and believes there is an opportunity to transform the guardhouse into a pavilion of a similar architectural expression as the main building to signalize arrival at the street level.

Public Realm and Landscaping

- Although it is understood that there is a directive for a perimeter wall, the Panel reiterates that a walled site is not neighbourly. Further studies on how the wall would be perceived from different angles at the street level are requested for staff to review.
- There is an opportunity to enhance the wall and create some rhythm by considering different materials such as masonry combined with metal cladding and taking cues from the building to create a patterned, more decorative tie in with the overall building's design.

- The Panel notes the dark masonry wall is pixelated, and the change of colour on either side of the guardhouse accentuates its presence. The proponent should consider softening the perimeter wall with course brick and the use of lighter tones and textures representing Qatar's architecture.
- As an opportunity to have a unique piece of Qatar in Ottawa, a segment of the wall could be utilized to tell a story represented through artwork.
- The Panel suggests pulling back the eastern perimeter fence line to give some space back to the public realm. The east wall could be more fluid and have a curvilinear form that echoes the building and can create a softer transition.
- The Panel recommends introducing landscape elements from the Canadian Shield to complement the Arabic peninsula and recall a more arid landscape. For example, a tundra garden, sand, and rock outcroppings would create a patterned landscape for a more dramatic entrance along Boteler Street.
- Although the simplicity of the interior landscape is beautiful, there are opportunities to create pathways that have a subtle gradient or interlacing character to invite people to walk into the larger landscape of the site.
- There is an opportunity to extend the lighting beyond the building and inner walled gardens into the trees and plantings of the public realm.

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

- The design of the aluminum screen surrounding the mechanical units on the roof was revised.
- An alternative perimeter fence design in aluminum and lower in height was developed. The new perimeter fence offers transparency in all locations except beside the transformer and generator.
- Additional softscape was introduced along Boteler Street.

CONSULTATION DETAILS

Councillor's Comments

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

Public Comments

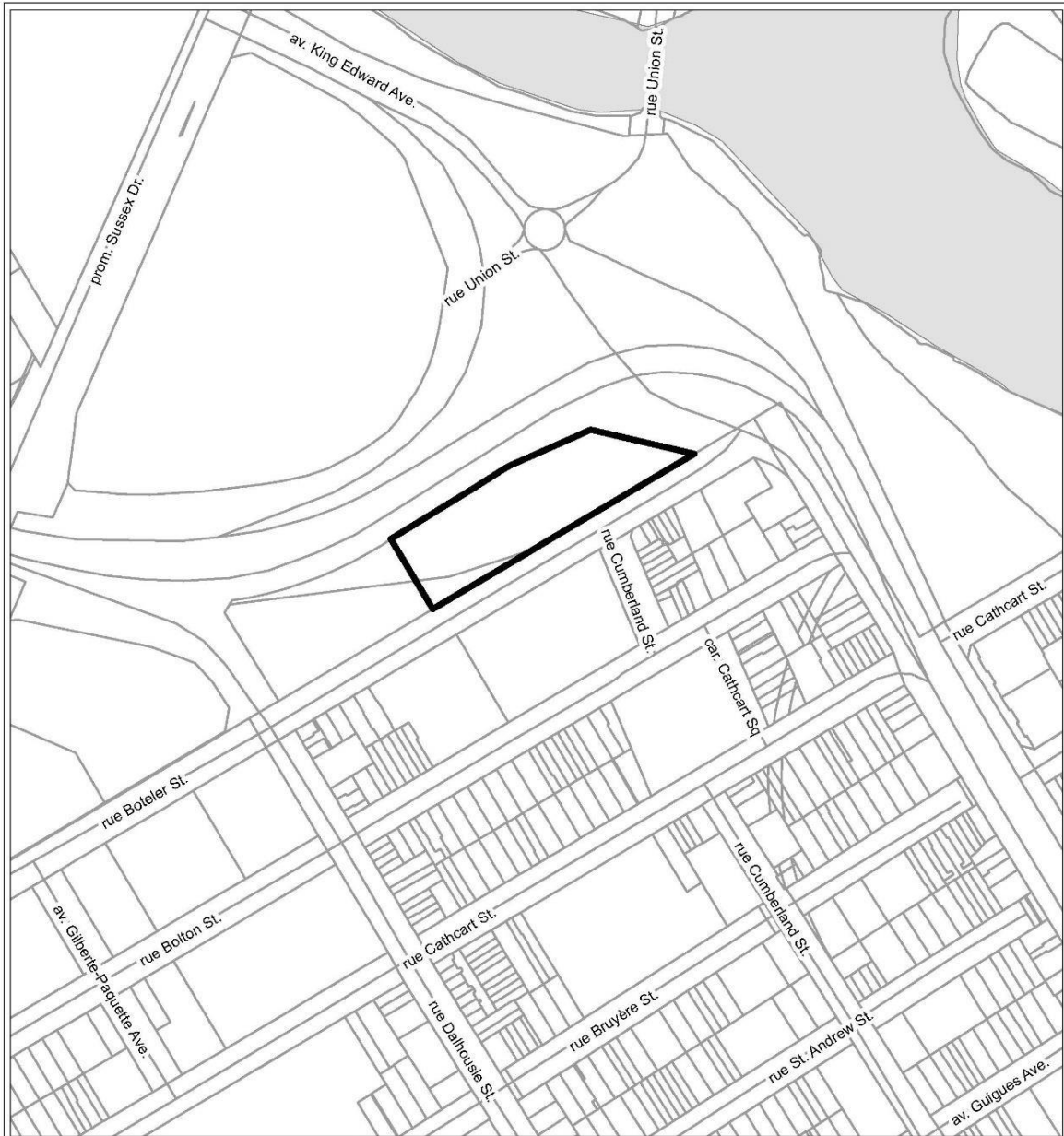
This application was subject to public circulation under the Public Notification and Consultation Policy. There were public comments received online and staff considered these comments.




APPLICATION PROCESS TIMELINE STATUS

This Site Plan application was not processed by the On Time Decision Date due to the complexity of issues associated with site design and servicing.

Contact: Adrian van Wyk 613-580-2424, ext. 21607, e-mail: adrian.vanwyk@ottawa.ca.

Document 1 – Location Map



		LOCATION MAP / PLAN DE LOCALISATION SITE PLAN / PLAN D'EMPLACEMENT	
D07-12-22-0041	22-0233-X		187 rue Boteler Street
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			 <small>NOT TO SCALE</small>