



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

Site Location: 665 Albert Street

File No.: D07-12-22-0069

Date of Application: April 26, 2022

This SITE PLAN CONTROL application submitted by Dream Asset Management, on behalf of MPCT DIF DAM LEBRETON LP, is APPROVED as shown on the following plan(s):

1. **Servicing Plan**, Lebreton Library Parcel, Sheet Number S1, prepared by TMIG TYLin International Company, revision 14, dated March 24, 2023.
2. **Grading Plan**, Lebreton Library Parcel, Sheet Number G1, prepared by TMIG TYLin International Company, revision 14, dated March 24, 2023.
3. **Details Plan**, Lebreton Library Parcel, Sheet Number D1, prepared by TMIG TYLin International Company, revision 14, dated March 24, 2023.
4. **Erosion and Sediment Control and Preliminary Construction Management Plan**, Lebreton Library Parcel, Sheet Number E1, prepared by TMIG TYLin International Company, revision 14, dated March 24, 2023.
5. **Southeast Concrete Parapet Removal**, Lebreton Library Parcel, Sheet Number R1, prepared by TMIG TYLin International Company, dated April 2022, revision 2 dated February 10, 2023.
6. **Site Plan & Statistics**, Lebreton Library Parcel, Sheet Number G01-01, prepared by KPMB Perkins & Will, revision 15, dated March 24, 2023.
7. **Overall North Elevation**, Lebreton Library Parcel, Sheet Number A20-01, prepared by KPMB Perkins & Will, revision 15, dated March 24, 2023.
8. **Overall South Elevation**, Lebreton Library Parcel, Sheet Number A20-02, prepared by KPMB Perkins & Will, revision 15, dated March 24, 2023.
9. **East Tower Overall Elevations**, Lebreton Library Parcel, Sheet Number A20-03, prepared by KPMB Perkins & Will, revision 15, dated March 24, 2023.

10. **West Tower Overall Elevations**, Lebreton Library Parcel, Sheet Number A20-04, prepared by KPMB Perkins & Will, revision 15, dated March 24, 2023.
11. **Enlarged Rendered Elevation**, Lebreton Library Parcel, Sheet Number A21-90, prepared by KPMB Perkins & Will, revision 13, dated March 24, 2023.
12. **Overall Building Sections**, Lebreton Library Parcel, Sheet Number A22-01, prepared by KPMB Perkins & Will, revision 15, dated March 24, 2023.
13. **Bird Collision Deterrence – West Tower**, Lebreton Library Parcel, Sheet Number A70-10, prepared by KPMB Perkins & Will, revision 13, dated March 24, 2023.
14. **Bird Collision Deterrence – East Tower**, Lebreton Library Parcel, Sheet Number A70-11, prepared by KPMB Perkins & Will, revision 13, dated March 24, 2023.
15. **Tree Removal and Site Preparation Plan**, Lebreton Library Parcel, Sheet Number L00-20, prepared by PFS Studio, revision 4, dated March 24, 2023.
16. **Site Plan Ground Level**, Lebreton Library Parcel, Sheet Number L01-10, prepared by PFS Studio, revision 4, dated March 24, 2023.
17. **Site Plan With Utilities Ground Level**, Lebreton Library Parcel, Sheet Number L01-11, prepared by PFS Studio, revision 4, dated March 24, 2023.
18. **Planting Plan Ground Level**, Lebreton Library Parcel, Sheet Number L05-10, prepared by PFS Studio, revision 4, dated March 24, 2023.
19. **Soil Plan Ground Level**, Lebreton Library Parcel, Sheet Number L07-10, prepared by PFS Studio, revision 4, dated March 24, 2023.
20. **Section Key Plan**, Lebreton Library Parcel, Sheet Number L08-10, prepared by PFS Studio, revision 4, dated March 24, 2023.
21. **Section North**, Lebreton Library Parcel, Sheet Number L08-11, prepared by PFS Studio, revision 4, dated March 24, 2023.
22. **Section Streetscape**, Lebreton Library Parcel, Sheet Number L08-12, prepared by PFS Studio, revision 4, dated March 24, 2023.
23. **Section South and Empress Lane**, Lebreton Library Parcel, Sheet Number L08-13, prepared by PFS Studio, revision 4, dated March 24, 2023.
24. **Elevation North Retaining Wall**, Lebreton Library Parcel, Sheet Number L08-14, prepared by PFS Studio, revision 4, dated March 24, 2023.
25. **Landscape Details Planting**, Lebreton Library Parcel, Sheet Number L09-10, prepared by PFS Studio, revision 4, dated March 24, 2023.

26. **Landscape Details Tree Planting Substrate**, Lebreton Library Parcel, Sheet Number L09-12, prepared by PFS Studio, revision 4, dated March 24, 2023.
27. **Landscape Details Paving**, Lebreton Library Parcel, Sheet Number L09-20, prepared by PFS Studio, revision 4, dated March 24, 2023.
28. **Curbs and Edging Details**, Lebreton Library Parcel, Sheet Number L09-30, prepared by PFS Studio, revision 4, dated March 24, 2023.
29. **Landscape Detail Wall and Steps 1**, Lebreton Library Parcel, Sheet Number L09-40, prepared by PFS Studio, revision 4, dated March 24, 2023.
30. **Landscape Detail Wall and Steps 2**, Lebreton Library Parcel, Sheet Number L09-41, prepared by PFS Studio, revision 4, dated March 24, 2023.
31. **Landscape Detail Wall and Steps 3**, Lebreton Library Parcel, Sheet Number L09-42, prepared by PFS Studio, revision 4, dated March 24, 2023.
32. **Landscape Details Seating Elements**, Lebreton Library Parcel, Sheet Number L09-50, prepared by PFS Studio, revision 4, dated March 24, 2023.
33. **Landscape Details Site Furnishing 1**, Lebreton Library Parcel, Sheet Number L09-60, prepared by PFS Studio, revision 4, dated March 24, 2023.
34. **Landscape Details Site Furnishing 2**, Lebreton Library Parcel, Sheet Number L09-61, prepared by PFS Studio, revision 4, dated March 24, 2023.
35. **Landscape Details Play Elements Ground Level**, Lebreton Library Parcel, Sheet Number L09-70, prepared by PFS Studio, revision 4, dated March 24, 2023.

And as detailed in the following report(s):

1. **Functional Servicing and Stormwater Management Report, LeBreton Flats Library Parcel Mixed-use Development**, Prepared by TMIG TYLin International Company, Reference No. 10399, dated February 2023.
2. **Geotechnical Investigation, LeBreton Library Parcel**, prepared by Golder Associates Ltd., Project #22511882, dated April 2022.
3. **Constructability Report, LeBreton Library Parcel**, Prepared by TMIG TYLin International Company, Reference No. 10399, dated February 2023.
4. **Environmental Impact Study and Tree Conservation Report – 665 Albert Street**, prepared by Muncaster Environmental Planning and Jp2g Consultants Inc., Reference No. 22-7044A, dated April 20, 2022, Revised July 5, 2022.
5. **TIA Step 5 – Transportation Impact Assessment Submission, LeBreton Flats**

Library Parcel, prepared by TMIG TYLin International Company, Reference No. 10399, dated October 18, 2022.

6. **Confederation Line Proximity Study, 665 Albert Street LeBreton Flats Library Parcel**, prepared by Morrison Hershfield, Project No. 202093300, dated February 3, 2023.

And subject to the following Requirements, 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. **Permits**

The Owner shall obtain such permits as may be required from municipal or provincial authorities and shall file copies thereof with the General Manager, Planning, Real Estate and Economic Development.

3. **Barrier Curbs**

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

4. **Water Supply For Fire Fighting**

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

5. **Reinstatement of City Property**

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

6. **Construction Fencing**

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

7. **Construct Sidewalks**

The Owner shall design and construct sidewalk(s) within public rights-of-way or on

other City owned lands to provide a pedestrian connection from or to the site as may be determined by the General Manager, Planning, Real Estate and Economic Development. Such sidewalk(s) shall be constructed to City Standards.

8. **Extend Internal Walkway**

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

9. **Completion of Works**

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

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

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

10. **Development Charges**

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

SPECIAL CONDITIONS

Roads Right-of-Way and Traffic

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

(a) The Owner acknowledges and agrees that a notice-on-title respecting on-site parking, as contained in Clause 11(b) below, shall be registered on title to the subject lands, at the Owner's expense, and a warning clause shall be included in all agreements of purchase and sale and lease agreements.

(b) 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:

“Interior parking may be available to purchasers/tenants on the basis of a monthly parking license, on a first come first served basis. The parking to unit ratio for the building is less than 1:1. The Purchaser/Lessee for himself, his heirs, executors, administrators, successors and assigns acknowledges being advised that the unit being sold/rented may not be provided with any on-site parking. Should the Purchaser/Lessee have a vehicle for which they wish to have parking and parking is not available on site at the time of the unit sale/lease, alternative and lawful arrangements may need to be made to address their parking needs at an alternate location and that such arrangements are solely the responsibility of the person seeking parking. The Purchaser/Lessee acknowledges that the availability and regulations governing on-street parking vary; that access to on-site street parking, including through residential on-street parking permits issued by the City of Ottawa cannot be guaranteed now or in the future; and that the Purchaser/Lessee intending to rely on on-street parking for their vehicle or vehicles does so at their own risk.”

“The Purchaser/Lessee covenants with the Vendor/Lessor that the above clause, verbatim, shall be included in all subsequent agreements of purchase and sale and lease agreements for the lands described herein, which covenant shall run with the said lands.”

Access

12. **Private Approach Detail**

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

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.

Signs

14. **Street Name and Signs**

- (a) The Owner acknowledges and agrees it shall provide for, install and maintain, at its own expense, all regulatory traffic signage, in accordance with the City’s Municipal Addressing By-law 2014-78, as amended, for any private road within the area controlled by this Agreement and as shown on the approved **Site Plan – Ground Level** referenced in Schedule “E” herein.
- (b) The Owner acknowledges and agrees it shall provide for, install and

maintain, at its own expense, all temporary street name signs, in accordance with the City's Municipal Addressing By-law 2014-78, as amended, for any private road within the area controlled by this Agreement and the approved **Site Plan – Ground Level**, referenced in Schedule "E" herein.

- (c) The Owner acknowledges and agrees it shall, at its own expense, make arrangements for the City to provide, install, and maintain all permanent street name signs, in accordance with the City's Municipal Addressing By-law 2014-78, as amended, and to City Specifications or Standards.

LRT and O-Train

15. Construction Methods and Scheduling

- (a) The Owner acknowledges and agrees that construction methodology, timing and scheduling must be submitted for review and approval by the Rail Construction Project Office, Transportation Services Department, to ensure that there no impacts on the Stage 1 Ottawa Light Rail Transit (OLRT) project thirty (30) days prior to the commencement of any site works and/or building permits being issued, including conditional permits. The Owner agrees to provide the following documents, to the satisfaction of the Director, Rail Construction Project Office:
 - (i) Structural drawings
 - (ii) Foundation drawings
 - (iii) Excavation methods and drawings
 - (iv) Shoring methods and drawings
 - (v) Crane locations
 - (vi) Staging of operations
 - (vii) Traffic management plan
 - (viii) Assessment of potential changes, due to blasting, in the soil and rock characteristics and strength and the groundwater regime, if blasting is proposed
 - (ix) Construction schedule (including anticipated dates, type of construction activity and contact person for coordination)

16. Additional Plans and Reports

- (a) The Owner acknowledges and agrees that the following documents must be provided for review and approval thirty (30) days prior to the commencement 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:
 - (i) Dewatering and Discharge plans
 - (ii) Blast Assessment Report (BAR) if blasting is proposed
 - (iii) Field monitoring and action plans

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

17. **Use of Rock Anchors / Tie-Backs**

The Owner acknowledges and agrees that the use of rock anchors / tiebacks in proximity to or within the City's Ottawa Light Rail Transit (OLRT) right-of-way (ROW) corridor is discouraged. However, should rock anchors / tiebacks be deemed necessary to accommodate the construction of the proposed development, the City may consider their use within the ROW subject to the review and approval of installation plans. If approved, the Owner further acknowledges and agrees to enter into a separate agreement with the City and the City's designated maintenance rail provider, pertaining to the construction details for the proposed rock anchors / tieback installation, prior to commencement of such installation. The Owner shall be responsible for all costs associated with the preparation and processing of such agreement and the associated review of the installation plans.

18. **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.

19. **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.

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

- (a) The Owner acknowledges and agrees that a notice-on-title respecting proximity to Light Rail Transit, as contained in Clause 20(b) below, shall be registered on title to the subject lands, at the Owner's expense, and a warning clause shall be included in all agreements of purchase and sale and lease agreements.

- (b) The Owner acknowledges and agrees all agreements of purchase and sale and lease agreements, and all information on all plans and documents used for marketing purposes, for the whole or any part of the subject lands, shall contain the following clauses which shall also be incorporated in all transfer/deeds and leases from the Owner so that the clauses shall be covenants running with the lands for the benefit of the owner of the adjacent 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 located in proximity to the subject lands. The LRT system is located in a tunnel adjacent to the subject lands, and the construction, operation and maintenance of the LRT and related bus infrastructure 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 and save harmless the City of Ottawa and OC Transpo from all suits, proceedings, claims, losses, judgments, damages (direct, indirect, consequential or otherwise), causes of actions, executions, liabilities, fees, and expenses including, without limitation any professional, consultant and legal fees in connection with claims, loss of life, personal injury, damage to property, structural damage or any other loss or injury whatsoever arising from any Interferences experienced in the development from the use or operation of the transit system in perpetuity.”

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

21. **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 over City-owned lands and/or the 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.

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

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

Noise

23. **Noise Control Attenuation Measures**

The Owner acknowledges and agrees to implement the noise control attenuation measures recommended in the approved **Transportation Noise and Vibration Study, LeBreton Library Parcel, 665 Albert Street**, referenced in Schedule "E" of this Agreement, as follows:

- (a) each unit is to be equipped with central air conditioning;
- (b) further to subsection (a) above, the location and installation of any outdoor air conditioning device(s) shall comply with the noise criteria of the Ministry of the Environment, Conservation and Parks' Publication NPC-216, dated 1993, and the Environmental Noise Guidelines for Installation of Residential Air Conditioning Devices, dated September 1994, as amended, in order to minimize the noise impacts both on and off the immediate vicinity of the subject lands;

- (c) 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;
- (d) 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 and Vibration Study, LeBreton Library Parcel**, 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;
- (e) notice respecting noise shall be registered against the lands, at no cost to the City, and a warning clause shall be included in all agreements of purchase and sale or lease agreements, as detailed in Clause 24 herein.

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

- (a) The Owner acknowledges and agrees that a notice-on-title respecting noise control attenuation matters, as contained in Clause 24(b) below, shall be registered on title to the subject lands, at the Owner's expense, and a warning clause shall be included in all agreements of purchase and sale and lease agreements.
- (b) The Owner, or any subsequent owner of the whole or any part of the subject lands, acknowledges and agrees that all agreements of purchase and sale or lease agreements shall contain the following clauses, which shall be covenants running with the subject lands:

Type B – Increasing Roadway Traffic

"The Purchaser/Lessee for himself, his heirs, executors, administrators, successors and assigns acknowledges being advised that despite the inclusion of noise control features in this development and within building units, noise levels from increasing roadway/rail/air traffic may be of concern, occasionally interfering with some activities of the dwelling occupants as the outdoor sound level exceeds the City of Ottawa's and the Ministry of the Environment, Conservation and Parks' noise criteria."

Type D – Central Air Conditioning

"The Purchaser/Lessee for himself, his heirs, executors, administrators, successors and assigns acknowledges being advised that this dwelling unit

has been supplied with a central air conditioning system which will allow windows and exterior doors to remain closed, thereby ensuring that the indoor sound levels are within the City of Ottawa's and the Ministry of the Environment, Conservation and Parks' noise criteria."

"The Purchaser/Lessee 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."

25. **Stationary Noise Study**

- (a) The Owner acknowledges and agrees that it shall retain the services of a professional engineer licensed in the Province of Ontario to provide a Stationary Noise Study further to the **Transportation Noise and Vibration Study, LeBreton Library Parcel**, referenced in Schedule "E" hereto, to the satisfaction of the General Manager, Planning, Real Estate and Economic Development prior to issuance of a building permit.
- (b) The Owner further acknowledges and agrees that it shall provide the General Manager, Planning, Real Estate and Economic Development with confirmation issued by the Professional Engineer, licensed in the Province of Ontario, that the Owner has complied with all recommendations and provisions of the Stationary Noise Study prior to the issuance of the occupancy permit, which confirmation shall be to the satisfaction of the General Manager, Planning, Real Estate and Economic Development.

Geotechnical Engineering and Soils

26. **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, LeBreton Library Parcel**, (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.

27. **Geotechnical – Encroachments**

The geotechnical report has recommended a method of shoring that may encroach onto the adjacent property or onto the City right-of-way (ROW). Please note that the applicant is required to obtain the approval of the adjacent property Owner and/or receive municipal consent for any works within the right-of-way prior to the installation of any encroachments. For encroachments within the ROW the applicant shall ensure that there will be no conflicts between the proposed shoring method and the municipal services or utilities in the ROW.

28. **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.

29. **Retaining Wall**

The Owner agrees to submit to the General Manager, Planning, Real Estate and Economic Development, prior to issuance of a building permit that includes any retaining walls which are greater than one metre in height, details of those retaining walls, as shown on the approved **Site Plan & Statistics, Site Plan Ground Level, Landscape Detail Wall and Steps 1, Landscape Detail Wall and Steps 2, and Landscape Detail Wall and Steps 3**, referenced in Schedule “E” hereto, which shall be designed and prepared by a Professional Structural Engineer, licensed in the Province of Ontario, to the satisfaction of the General Manager, Planning, Real Estate and Economic Development. The Owner shall provide confirmation to the General Manager, Planning, Real Estate and Economic Development that the Professional Structural Engineer has inspected and confirmed that the retaining walls have been constructed in accordance with the approved retaining wall details.

30. **Retaining Wall – Stability**

The Owner acknowledges and agrees to install the proposed retaining walls abutting the multi-use pathway as shown on the approved **Site Plan & Statistics, Site Plan Ground Level, Landscape Detail Wall and Steps 1, Landscape Detail Wall and Steps 2, and Landscape Detail Wall and Steps 3**, all referenced in Schedule “E” hereto. The Owner shall provide written confirmation, satisfactory to the General Manager, Planning, Real Estate and Economic Development, that a Geotechnical Engineer/Professional Structural Engineer, licensed in the Province of Ontario, has inspected and confirmed that the retaining walls have been constructed in accordance with the said approved Retaining Wall Design for along the north side of the Wedge Park and north of the east tower and podium. The Owner further acknowledges and agrees to provide an Internal Compound Stability (ICS) analysis from a Geotechnical Engineer/Professional Structural Engineer, licensed in the Province of Ontario, that all retaining walls, which are greater than one metre in height have been checked for global stability, have a factor of safety of at least 1.5 for static conditions (as calculated through SLIDE) and 1.1 for seismic conditions is achieved, which shall be to the satisfaction of the General Manager, Planning, Real Estate and Economic Development. The report shall provide structural details of the retaining wall(s).

Groundwater

31. Groundwater Management

The Owner acknowledges and agrees to retain an environmental consultant to test groundwater to be removed from the site during and after redevelopment. If through further testing the groundwater samples are found to be contaminated, all contaminated groundwater must be removed, managed or treated in accordance with appropriate Ontario regulations and/or discharged in accordance with the City's Sewer Use By-Law, being By-law No. 2003-514, as amended.

Civil Engineering

32. Notices on Title – All Units (Below Grade Parking and Depressed Driveways)

(a) The Owner acknowledges and agrees that a notice-on-title respecting below grade parking and depressed driveways, as contained in Clause 32(b) below, shall be registered on title to the subject lands, at the Owner's expense, and a warning clause shall be included in all agreements of purchase and sale and lease agreements.

(b) 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."

33. High-Pressure Transmission Main

In order to ensure the integrity of the high-pressure transmission main located within the Albert Street right-of-way along the subject site's frontage, which carries a significant portion of the entire water supply for the City of Ottawa, the Owner acknowledges and agrees to the following:

(a) A site-specific Settlement and Vibration Monitoring Program (the "Program") shall be developed and stamped by a professional Engineer in the province of Ontario and shall be submitted to the General Manager, Infrastructure and Water Services, for their review and approval before the inclusion of the Program in the contract documents.

(b) Should monitoring levels of vibration and underground soil movement

exceed the maximum limits outlined in the Program, the Owner agrees to cease all construction activities immediately, and will take necessary correction options and, at the same time, will report to the City immediately and will resubmit a revised work plan and Program to the City.

- (c) In the event that the levels of vibration momentarily exceed the maximum limits outlined in the Program, but 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 report, that 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 exceedance shall be reported to the City's Water Distribution Branch and Asset Management Services, both within the Infrastructure and Water Services Department.
- (d) In the event of any requirement for emergency repairs of this transmission main, the Owner shall reimburse the City for the cost of such repair to the satisfaction of the General Manager, Planning, Real Estate and Economic Development Department and the General Manager, Infrastructure and Water Services.
- (e) The City reserves the right to issue a stop work order for the construction in the event of an incident which would adversely affect the City's requirement to provide safe drinking water. This may include, but is not limited to, a leak or failure of the high-pressure transmission main and/or a failure at one of the water purification plants. Where the stop work order is for a period of 24 hours or less, the City is not responsible for any delay claim billed by the developer. No inference of liability is to be taken from these conditions for any period longer than 24 hours.
- (f) A certificate of liability insurance shall be submitted to the City wherein the Owner is the named insured and the City of Ottawa is an additional insured. The limits of the policy shall be in the amount of \$25,000,000 and shall be kept in full force and effect for the term of the construction work.

34. **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.

35. **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.

Site Lighting

36. Site Lighting Certificate

- (a) In addition to the requirements contained in Clause 19 of Schedule "C" hereto, the Owner acknowledges and agrees, prior to the issuance of a building permit, to provide the City with a certificate from an acceptable professional engineer, licensed in the Province of Ontario, which certificate shall state that the exterior site lighting has been designed to meet the following criteria:
 - (i) it must be designed using only fixtures that meet the criteria for full cut-off (sharp cut-off) classification, as recognized by the Illuminating Engineering Society of North America (IESNA or IES); and
 - (ii) it must result in minimal light spillage onto adjacent properties. As a guideline, 0.5 fc is normally the maximum allowable spillage.
- (b) The Owner acknowledges and agrees that, upon completion of the lighting Works and prior to the City releasing any associated securities, the Owner shall provide certification satisfactory to the General Manager, Planning, Real Estate and Economic Development, from a Professional Engineer, licensed in the Province of Ontario, that the site lighting has been constructed in accordance with the Owner's approved design plan.

Planning and Design

37. Exterior Elevations Drawings

The Owner acknowledges and agrees to construct the proposed building in accordance with the approved **Elevation 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, Real Estate and Economic Development and agreed to by both the Owner and the City prior to the implementation of such changes. No amendment to this Agreement shall be required.

Waste Collection

38. Waste Collection

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

garbage/recycling/organic waste storage room or area suitable for garbage/recycle/organic waste collection vehicles. Any additional services (i.e., winching of containers) may result in extra charges.

- (b) The Owner acknowledges and agrees that non-residential/commercial 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.

39. **Notice on Title – Residential and Recycling Collection**

- (a) The Owner acknowledges and agrees that a notice-on-title respecting waste collection, as contained in Clause 39(b) below, shall be registered on title to the subject lands, at the Owner's expense, and a warning clause shall be included in all agreements of purchase and sale and lease agreements.
- (b) The Owner, or any subsequent owner of the whole or any part of the subject lands, acknowledges and agrees that all agreements of purchase and sale or lease agreements shall contain the following clauses, which shall be covenants running with the subject lands:

“The Purchaser/Lessee for himself, his heirs, executors, administrators, successors and assigns acknowledges being advised that the City will provide cart (and/or container) garbage, recycling, and organic waste collection for the residential units, at the Owner's expense. The Owner shall provide an adequate storage room or space for garbage, recycling, and organic waste carts (and/or containers) and agrees that it is recommended that the containers and carts be placed on a concrete floor. The Owner shall provide an adequate constructed road access to the waste storage room or area suitable for garbage/recycling/organic waste collection vehicles and a depressed curb at the entrance to facilitate access to the carts and/or containers, to the satisfaction of the Program Coordinator, Waste Collection Services. The Owner further acknowledges and agrees that any additional services (i.e. winching of containers) may result in extra charges.”

“The Purchaser/Lessee covenants with the Vendor/Lessor that the above clause, verbatim, shall be included in all subsequent agreements of purchase and sale and lease agreements for the lands described herein, which covenant shall run with the said lands.”

Common Elements

40. **Joint Use, Maintenance and Liability Agreement**

- (a) The Owner acknowledges and agrees that should the lands be severed in the future by means other than a Declaration of a Condominium, it shall ensure that the future owner of the freehold units shall enter into a Joint Use, Maintenance and Liability Agreement, or such other agreement to the satisfaction of the City Solicitor, which shall be binding upon the owners and all subsequent purchasers to deal with the joint use, maintenance and

liability of the common elements, including but not limited to any private roadway(s) and concrete sidewalks; common grass areas; common party walls, exterior walls; common structural elements such as the roof, foundations; common parking areas; sewers and watermains, for the mutual benefit and joint use of the owners; and any other elements that benefit more than one of the severed parcels; and the Joint Use, Maintenance and Liability Agreement shall be filed with the General Manager, Planning, Real Estate and Economic Development.

- (b) The Owner shall file with the General Manager, Planning, Real Estate and Economic Development, an opinion from a solicitor authorized to practice law in the Province of Ontario that the Joint Use, Maintenance and Liability Agreement is binding upon the owners of the land and all subsequent purchasers to deal with the matters referred to Paragraph 39 (a) above.
- (c) The Owner acknowledges and agrees that the Joint Use, Maintenance and Liability Agreement shall be registered on the Owner's lands at no cost to the City, and a copy of the registered agreement shall be provided to the General Manager, Planning, Real Estate and Economic Development.
- (d) The Owner acknowledges and agrees that the Joint Use, Maintenance and Liability Agreement shall include a clause requiring subsequent purchasers to enter into an assumption agreement that transfers all legal and financial obligations required under the Joint Use, Maintenance and Liability Agreement to the future owners, successors and assigns in title of the subject lands. The Owner further acknowledges and agrees to include a clause in all agreements of purchase and sale informing purchasers that there is a Joint Use, Maintenance and Liability Agreement registered on title to the subject lands, and require the purchaser to enter into an assumption agreement thereto.

41. **Existing Right-of-Way**

The Owner acknowledges and agrees that there is an existing right-of-way on the east side of the subject lands registered as Instrument Number OC2481449 in favour of the owners of Part 8 Plan 4R-34419 (the "Benefitting Lands"). The Owner further acknowledges and agrees that Site Plan Approval herein does not constitute approval to impede or obstruct the access, and that it is the Owner's sole responsibility to notify the owners of the Benefitting Lands under the easement of any act that may impact or impede the rights under the said easement.

42. **Existing Easements**

The Owner acknowledges and agrees that there are existing easements on the subject lands registered as Instrument Numbers LT1243142, OC2177740, OC2177771, OC2177774 and OC2376918 in favour of the City of Ottawa. The Owner further acknowledges and agrees that Site Plan Approval herein does not constitute approval to impact or impede the rights granted by the easements, and that it is the Owner's sole responsibility to notify the City of any act that may impact or impede the rights under the said easements.

Parkland

43. Notice on Title – Parkland

- (a) The Owner acknowledges and agrees that a notice-on-title respecting parkland, as contained in Clause 43(b) below, shall be registered on title to the subject lands, at the Owner's expense, and a warning clause shall be included in all agreements of purchase and sale and lease agreements.
- (b) The Owner, or any subsequent Owner of the whole or any part of the subject lands, acknowledges and agrees that all agreements of purchase and sale or lease agreements shall contain the following clauses, which shall be covenants running with the subject lands:

"The Purchaser/Lessee for himself, his heirs, executors, administrators, successors and assigns acknowledges being advised that the parkland within the vicinity of the subject lands may have active hard and soft surface recreational facilities, buildings and supporting infrastructure. These amenities may include lit facilities and that events held in the facilities and the patrons of these events may generate noise that may disrupt the use and enjoyment of the Subject Lands."

"The Purchaser/Lessee covenants with the Vendor/Lessor that the above clauses, verbatim, shall be included in all subsequent agreements of purchase and sale or lease, and lease agreements for the lands described herein, which covenant shall run with the said lands."

Site-Specific Conditions

44. Northern Multi-Use Pathway – Construction and Securities

- (a) The Owner acknowledges and agrees to undertake one of the following Options:
 - (i) Option 1: Enter into an Agreement with the City of Ottawa for the City to undertake the detailed design and construction of the portion of the multi-use pathway along the northern edge of the subject site, as generally shown on the approved **Site Plan & Statistics**, referenced in Schedule "E" herein, all at the cost of the Owner and as per the conditions and details of the Agreement; or
 - (ii) Option 2: Construct a 3.0 metre multi-use pathway along the northern edge of the subject site, as generally shown on the **Site Plan & Statistics**, as referenced in Schedule E herein, all at the cost of the Owner. The pathway shall be designed, constructed, and lit in accordance with City standards and to the satisfaction of the General Manager, Planning, Real Estate and Economic Development.
- (b) The Owner acknowledges and agrees that, regardless of the option chosen in Clause 44(a) herein, at the time of execution of the Site Plan Agreement the City shall collect securities for the construction of the multi-use pathway, which securities shall be released only upon:
 - (i) Execution of an agreement with the City pursuant to Clause 43(a)(i) herein; or

- (ii) Upon conveyance of the multi-use pathway lands in accordance with Clause 44(a) herein.
- (c) The Owner acknowledges and agrees that if an Agreement pursuant to Clause 44(a)(i) here is not executed by either January 1, 2026 or another date mutually agreed upon between the Owner and the City, the Owner shall be responsible for undertaking the construction of the multi-use pathway as detailed in Clause 44(a)(ii) herein.

45. **Northern Multi-Use Pathway – Conveyance and Easement**

- (a) The Owner acknowledges and agrees that either once a detailed design for the multi-use pathway is completed by the City or once the Owner constructs the multi-use pathway in accordance with Clause 44(a) herein, the Owner shall convey to the City, at no cost to the City, the lands required for the multi-use pathway. The exact conveyance must be determined by legal survey. The Owner shall provide a reference plan for registration, indicating the conveyance, to the City Surveyor for review and approval prior to its deposit in the Land Registry Office. Such reference plan must be tied to the Horizontal Control Network in accordance with the municipal requirements and guidelines for referencing legal surveys. The Owner acknowledges and agrees to provide an electronic copy of the Transfer and a copy of the deposited reference plan to the City Solicitor prior to the execution of this Agreement by the City. All costs shall be borne by the Owner.
- (b) Upon conveyance of the multi-use pathway lands, the City shall grant an easement to the Owner for use of the multi-use pathway to construct, maintain and access the retaining wall adjacent to the multi-use pathway as shown on the approved **Site Plan & Statistics**, referenced in Schedule “E” hereto, to the satisfaction of the City.

46. **CP000511-Albert Streetscaping Project Coordination**

- (a) The Owner acknowledges and agrees that site construction shall be coordinated with the City’s CP000511-Albert Streetscaping Project and, depending on timing and coordination, site development of the subject lands may incur delays as the capital project takes priority for constructability, including truck routes, staging, and use of rights-of-way.
- (b) The Owner further acknowledges and agrees that, notwithstanding Clauses 5 and 7 herein, the Owner shall not be required to reinstate the existing sidewalk along Albert Street or construct a sidewalk along Albert Street, unless:
 - (i) a sidewalk constructed pursuant to the City’s CP000511-Albert Streetscaping Project is impacted by development on the Subject Lands; or
 - (ii) the City confirms that the City’s CP000511-Albert Streetscaping Project is cancelled or delayed a significant enough time whereby the existing Albert Street sidewalk must be reinstated or constructed.

47. **Albert Street – Surface Easement**

- (a) Prior to the registration of this Agreement, the Owner shall grant to the City, at no cost to the City, an unencumbered 1.5 metre surface easement for pedestrian and cycling purposes along the Albert Street frontage as shown on the approved **Site Plan & Statistics**, referenced in Schedule “E” hereto, to the satisfaction of the City. The Owner shall provide a Reference Plan for registration, indicating the 1.5 metre surface easement, to the City Surveyor for review and approval prior to its deposit in the Land Registry Office. Such reference plan must be tied to the Horizontal Control Network in accordance with the municipal requirements and guidelines for referencing legal surveys. The Owner acknowledges and agrees to provide an electronic copy of the Transfer and a copy of the deposited reference plan to the City Solicitor prior to registration of the easement. All costs shall be borne by the Owner.
- (b) The Owner acknowledges and agrees that should the detailed design of the City’s CP000511-Albert Streetscaping project result in City surface infrastructure (i.e., sidewalk or cycle track) being located within the 1.5 m easement, that the easement shall be revised, to the satisfaction of the General Manager, Planning, Real Estate and Economic Development, to extend a minimum of 30 cm below surface to ensure that the City can repair or reinstate the surface infrastructure in the future. Such revision shall include a new Reference Plan, which the Owner shall provide for registration to the City Surveyor for review and approval prior to its deposit in the Land Registry Office. Such reference plan must be tied to the Horizontal Control Network in accordance with the municipal requirements and guidelines for referencing legal surveys. The Owner acknowledges and agrees to provide an electronic copy of the Transfer and a copy of the deposited reference plan to the City Solicitor prior to registration of the easement. All costs shall be borne by the Owner.

48. **Albert, Queen, Slater and Bronson (AQSB) Project Coordination**

- (a) The Owner acknowledges and agrees that site construction shall be coordinated with the City’s Albert, Queen, Slater and Bronson (AQSB) Project and, depending on timing and coordination, site development of the subject lands may incur delays as the capital project takes priority for constructability, including truck routes, staging, and use of rights-of-way.
- (b) The Owner further acknowledges and agrees to submit a construction logistics plan for site development of the subject lands to the AQSB Project Manager, upon their request, which plan may need to be revised to prioritize the capital project as per Clause 48(a) above.

49. **Empress Intersection Design and Construction Coordination**

- (a) The Owner acknowledges and agrees that, as part of the City’s Albert, Queen, Slater and Bronson (AQSB) Project, the Owner has entered into an Agreement with the City of Ottawa, dated March 15, 2023, for the City to undertake, on behalf of the Owner, the detailed design of the north leg of the Empress Avenue North/Albert Street intersection including, but not limited to, streetlighting design, traffic signal design, and geometry, in order to

provide a signalized access to the subject lands.

- (b) The Owner further acknowledges and agrees that should the detailed design of the north leg of the Empress Street/Albert Street intersection differ from what has been shown in the plans approved herein, the Owner shall be responsible for revising their approved plans accordingly and submitting them to the General Manager, Planning, Real Estate and Economic Development. The requirement for an Amending Site Plan Agreement to reflect revised plans shall be at the discretion of the General Manager, Planning, Real Estate and Economic Development.
- (c) The Owner further acknowledges and agrees that should the detailed design of the north leg of the Empress Avenue North/Albert Street intersection, as undertaken by the City on behalf of the Owner, require additional lands to accommodate City infrastructure, the Owner shall convey said lands to the City prior to construction of the infrastructure. The Owner shall convey the lands to the City, at no cost to the City. The exact conveyance must be determined by legal survey. The Owner shall provide a reference plan for registration, indicating the widening, to the City Surveyor for review and approval prior to its deposit in the Land Registry Office. Such reference plan must be tied to the Horizontal Control Network in accordance with the municipal requirements and guidelines for referencing legal surveys. The Owner acknowledges and agrees to provide an electronic copy of the Transfer and a copy of the deposited reference plan to the City Solicitor prior to the execution of this Agreement by the City. All costs shall be borne by the Owner.

50. **Empress Lane – Pedestrian and Cycling Connection Surface Easement**

- (a) The Owner acknowledges and agrees that they shall grant to the City, at no cost to the City, an unencumbered surface easement for the purpose of providing a pedestrian and cycling connection from the multi-use pathway along the northern edge of the property to Albert Street, along the east side of Empress Lane, a proposed private roadway, as shown on the approved **Site Plan – Ground Plan**, referenced in Schedule “E” hereto, to the satisfaction of the City. The Owner shall provide a Reference Plan for registration indicating the surface easement to the City Surveyor for review and approval prior to its deposit in the Land Registry Office. Such reference plan must be tied to the Horizontal Control Network in accordance with the municipal requirements and guidelines for referencing legal surveys. The Owner acknowledges and agrees to provide an electronic copy of the Transfer and a copy of the deposited reference plan to the City Solicitor prior to registration of the easement. All costs shall be borne by the Owner.
- (b) The Owner acknowledges that the pedestrian and cycling connection shall be generally constructed and landscaped in accordance with the approved **Site Plan – Ground Plan**, referenced in Schedule “E” hereto, and that the width of the pedestrian and cycling connection may vary in width but shall be a minimum of 2.0 metres, unless approved otherwise by the General Manager, Planning, Real Estate and Economic Development.
- (c) The Owner acknowledges and agrees the surface easement for the

pedestrian and cycling connection as required in Clause 50(a) herein shall be granted to the City upon completion of the construction and landscaping of the pedestrian and cycling connection by the Owner and prior to release of securities for the pedestrian and cycling connection.

- (d) The Owner and City acknowledge and agree that the construction of the stairway connecting the Empress Lane pedestrian and cycling connection to the northern multi-use pathway cannot proceed until the final grade of the northern multi-use pathway has been established. Should the final grade of the northern multi-use pathway not be established prior to the completion of the construction of the Empress Lane pedestrian and cycling connection, Clause 50(a) and 50(c) shall apply only to that portion of the Empress Lane pedestrian and cycling connection that has been constructed. Once the final grade of the northern multi-use pathway has been established, the owner shall construct the stairway and shall revise the Empress Lane pedestrian and cycling connection easement to include the stairway, following which securities for the stairway will be released.

51. **Site Landscaping**

The Owner acknowledges and agrees to construct the landscaping on the site generally in accordance with the approved **Landscape Plans**, referenced in Schedule “E” herein. The Owner further acknowledges and agrees that any subsequent proposed changes to the approved plans, such as changes to paving details or materials, tree location, or tree species, shall be filed with the General Manager, Planning, Real Estate and Economic Development and agreed to by both the Owner and the City prior to the implementation of such changes.

52. **Tree Planting**

The Owner acknowledges and agrees that, in order to provide required soil volumes for healthy tree root networks, all trees planted on the Subject Lands shall be planted within soil cells, structural soil, or a technological equivalent, to the satisfaction of the General Manager, Planning, Real Estate and Economic Development.

53. **Commemorative and Interpretative Strategy**

The Owner acknowledges and agrees to file with the City, when completed and available, a copy of the commemorative/interpretative strategy for the development.

54. **Wet Well – Site Plan and Site Plan Agreement Amendment**

- (a) The Owner acknowledges that it proposes to provide private utilities for heating and cooling of the buildings and structures shown on the approved Site Plan (the “Wet Well”). Said Wet Well is proposed to be connected to the buildings and structures as well as to the existing City sewer infrastructure. Implementation of such Wet-Well may affect the approved grading and drainage of the site. The City acknowledges that Envari/Theia, as agent for, and with authorization from, the Owner, may file a future amendment to the approved Site Plan, either through a minor deviation pursuant to Section 8 of Site Plan Control By-law 2014-256 or through a Site Plan Control

application, or such other application process as may be approved by the City, to allow for the construction and installation of said Wet Well system, and any associated infrastructure including, but not limited to, pipes and connectors, to service the project, which system would be connected to the existing City Sewer and located in the northwest area of the subject lands, adjacent to the Interceptor Outfall Sewer and the East West Tunnel of the Combined Sewage Storage Tunnel.

- (b) The contemplated future application to amend the existing Site Plan approval to accommodate a Wet Well and all of its associated infrastructure, to be installed within the subject lands by Envari/Theia (the "Application to Amend") shall not constitute additional "development" for the purpose of the Community Benefits Charge by-law or the Development Charges Act.
- (c) The City may waive the Planning portion of any application fees with respect to or otherwise arising as a result of the Application to Amend and will take reasonable steps to facilitate the approval of the Application to Amend, subject to terms that will ensure the protection of the City Sewers. The Application to Amend shall not delay or impact the right of the Owner to proceed with its development once the site plan agreement contemplated by the existing application and approval has been registered, as long as none of the Wet Well system infrastructure is installed or connected to any building or structure within the site, including the City's Sewer, until all required approvals are in place.
- (d) It is further agreed that no excavation associated with the Wet Well system or Wet Well-related work shall be undertaken within the subject lands until such time that the City has executed a Wet Well Agreement with Envari/Theia in respect of this site, as well as a signed and registered amending Site Plan Agreement between the City, Dream and Envari/Theia relating to the works and infrastructure to be installed in association with the Wet Well system.
- (e) It shall be a term of the amending Site Plan Agreement and/or the Wet Well Agreement that Envari/Theia shall indemnify both the Owner and the City with respect to all aspects of the construction and operation of the Works authorized by the amendment.

55. **Wet Well Utility**

- (a) The Owner acknowledges and agrees that if a Wet Well is to be developed by Envari/Theia, as proposed in clause 54(a) above, for the purposes of heating and cooling the development and building units on the Subject Lands, the Owner shall obtain approval for, arrange for, and pay for the cost of connecting the buildings and structures on the Subject Lands to the Wet Well system, together with the granting of such new easements, release of existing easements, and relocation of existing utilities, as may be required.
- (b) The Owner further acknowledges and agrees that in the absence of a Wet Well agreement, it is wholly responsible for the provision of heating/cooling systems for the buildings and structures as shown on the approved Site Plan, and that the City may require amendments to the approved Site Plan to accommodate any alternative plan that the Owner may require should the Wet Well not be installed.

56. **Notice on Title – Wet Well**

(a) The Owner acknowledges and agrees that a notice-on-title respecting the Wet Well system, as contained in Clause 56(b) below, shall be registered on title to the subject lands, at the Owner’s expense, and a warning clause shall be included in all agreements of purchase and sale and lease agreements.

(b) 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 a Wet Well system may be used for heating of the development and building units, which system may require the granting of new easements, release of existing easements, and relocation of existing utilities. The acceptance of a deed or transfer of an interest in the Property shall be deemed to be an agreement on the part of the Transferee to grant and/or release any easements as necessary to give effect to the terms of the Wet Well Agreement.

“The Purchaser/Lessee covenants with the Vendor/Lessor that the above clauses, verbatim, shall be included in all subsequent agreements of purchase and sale or lease, and lease agreements for the lands described herein, which covenant shall run with the said lands.”

57. **Section 37 and Community Benefits Charge**

The Owner acknowledges and agrees that pursuant to Section 26 of the Community Benefits Charge By-law No. 2022-307, as Site Plan Control application D07-12-22-0069 was submitted and deemed complete prior on April 26, 2022, and as this same Site Plan Control application was not subject to the former provisions of Section 37 of the Planning Act, the development approved herein is exempt from the Community Benefit Charge, provided that a building permit for the said development is issued by August 31, 2027, which is the date five years from which the Community Benefits Charge By-law No. 2022-307 was passed.



December 14, 2023

Date

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

Enclosure: Site Plan Control Application approval – Supporting Information

SITE PLAN CONTROL APPROVAL APPLICATION SUPPORTING INFORMATION

File Number: D07-12-22-0069

SITE LOCATION

665 Albert Street, and as shown on Document 1.

SYNOPSIS OF APPLICATION

The site is located at 665 Albert Street, which is located northeast of the intersection of Albert Street and Booth Street within Ward 14 – Somerset Ward. Known as the “Library Parcel” within the LeBreton Flats development, the site is approximately 9,629 sq.m. in area with 144 metres of frontage along Albert Street and 78 metres of frontage along Booth Street. The northwest corner of the site abuts Pimisi Station with the Confederation light rail line located adjacent to the north perimeter of the site.

The proposed development includes two high-rise buildings of 31 and 36 storeys, both atop five-storey podiums. Within the development, 608 residential dwelling units are proposed, including 250 affordable housing units. A total of 794 bicycle parking spaces and 223 vehicle parking spaces are also proposed.

RESIDENTIAL UNITS AND TYPES

Dwelling Type	Number of Units
Apartment	608
Stacked	0
Townhouse	0
Semi-detached	0
Detached	0

RELATED APPLICATIONS

The following approved and completed applications are related to this proposed development:

- Official Plan Amendment D02-02-22-0005
- Zoning By-law Amendment D02-02-22-0041

DECISION AND RATIONALE

This application is approved for the following reasons:

- The proposed development complies with all applicable Official Plan policies and design guidelines, including building height, which was addressed through Official

Plan Amendment #1 and By-law 2022-368. The proposed development of a high-density mixed-use development is a permitted use pursuant to the Official Plan and West Downtown Core Secondary Plan. Overall, this high-density development supports the vision and policies for Hubs and creation of 15-minute neighbourhoods as per the Official Plan.

- Pursuant to the Urban Design Guidelines for High-rise Buildings, the potential for impact has been thoroughly reviewed by the applicant team. Staff concur with the applicant submission that there are no negative impacts and that the proposed development will serve to create a new vista at a prominent location within the LeBreton Flats area and western extension of the downtown core.
- The provision of rental housing and 41% affordable housing units supports the City's Official Plan policies, as well as the West Downtown Core Secondary Plan policies in Section 7.
- To address heritage considerations, a commemorative/interpretative strategy is required as a condition of this Site Plan Control approval.
- The proposed development is in compliance with the applicable provisions of Zoning By-law 2008-250.
- The proposed development represents good planning.

PARKLAND DEDICATION

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

URBAN DESIGN REVIEW PANEL

The Site Plan Control application was subject to the Urban Design Review Panel process. A formal review meeting was held on September 9, 2022.

The panel's recommendations from the formal review meeting are attached as Document 2.

The Panel was successful in aiding in the implementation of refined architectural materials and details in order to make the building appear more sleek and light, and to work with the horizontality of the architectural expression.

ROAD MODIFICATIONS

There are no road modifications associated with this site plan control application.

CONSULTATION DETAILS

Councillor's Comments

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

Technical Agency/Public Body Comments

All technical agency and/or public bodies comments were forward to the applicant for awareness and to address accordingly, as required, during construction.

Advisory Committee Comments

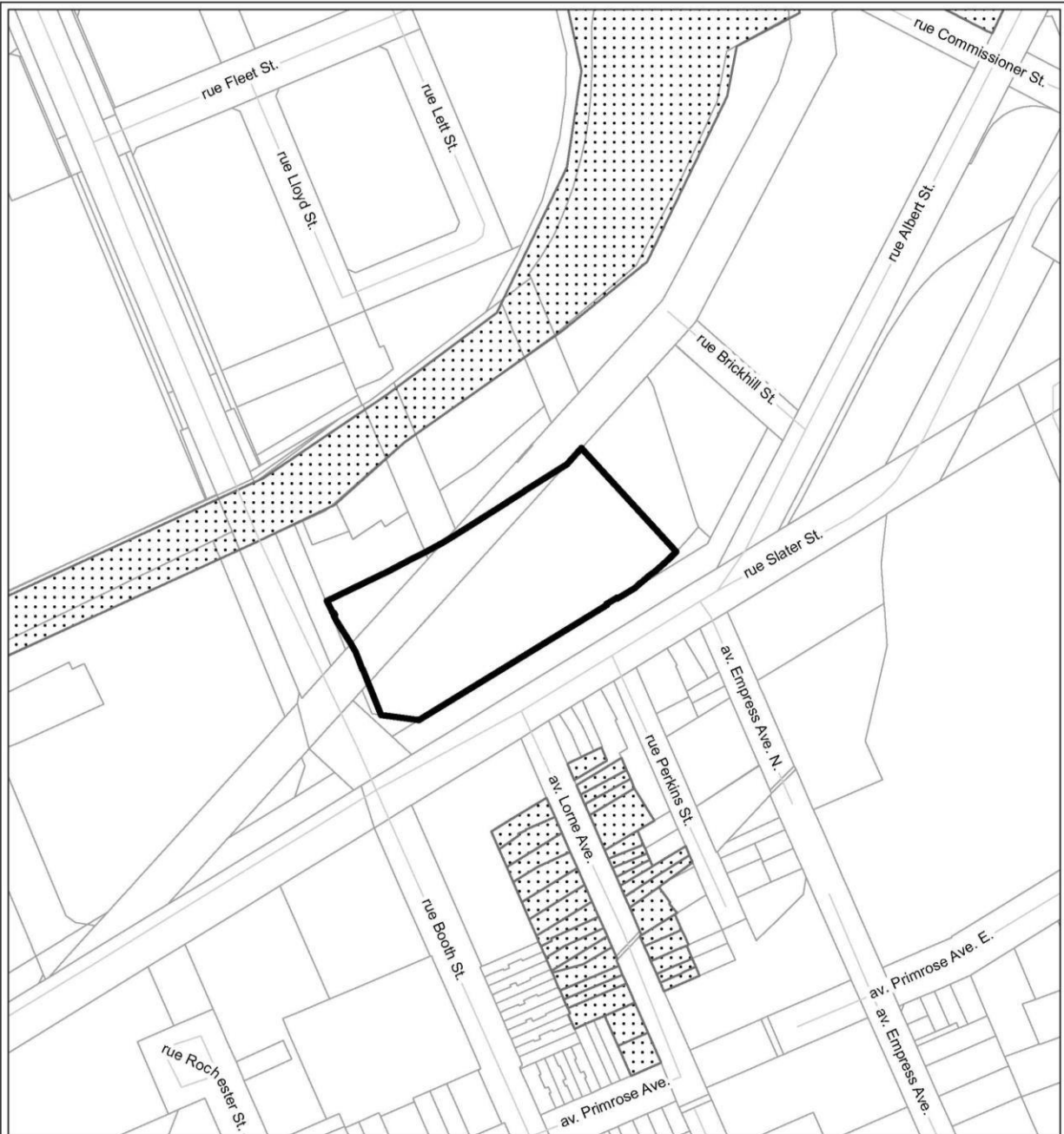
N/A

APPLICATION PROCESS TIMELINE STATUS

This Site Plan application was not processed by the On Time Decision Date due to the complexity of the proposed development related to proximity to the LRT Confederation line, CSST, and City wastewater infrastructure.

Contact: Kersten Nitsche Tel: 613-580-2424, ext. 29233 or e-mail: Kersten.Nitsche@ottawa.ca

Document 1 – Location Map



		LOCATION MAP / PLAN DE LOCALISATION ZONING KEY PLAN / SCHÉMA DE ZONAGE SITE PLAN / PLAN DE EMPLACEMENT OFFICIAL PLAN AMENDMENT / MODIFICATION DU PLAN OFFICIEL	
D02-02-22-0041, D07-12-22-0069 D01-01-22-0005		22-0433-X	
I:\CO\2022\Zoning\Albert_665			
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REVISION / RÉVISION - 2022 / 05 / 11		 665 rue Albert Street  Heritage (Section 60) Patrimoine (Article 60)	
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)			
			

Document 2 – Urban Design Review Panel Recommendations

Summary

- The Panel appreciates the changes that have strengthened the project, including changes to the towers, ground floor uses, the rhythm of storefronts, and the relationship to the escarpment. The Panel also appreciates the description of the coloration of the towers referencing maple trees in the fall.
- The Panel strongly supports the overall architectural and public realm design that creates a strong relationship with Albert Street, in contrast with a more traditional streetwall proposal.
- The Panel has some concerns with the childcare drop-off area and the podium treatment.

Site Plan

- The Panel appreciates the massing and level changes leading to the LRT station and the escarpment that integrate the site with the neighbourhood, but the Panel believes the proponent should explore a stronger through lobby condition to invite people arriving from the station into the site
- The Panel appreciates the permeability of the canal edge connecting to the Pimisi Station and considers the permeability of the west podium connecting the lobby to Pimisi Station important.
- The Panel has concerns with the current layout of the childcare drop-off area and believes the drop-off area should be clearly protected and the turnaround configuration further explored.

Materiality

- The Panel appreciates the changes to the corner expression of the towers as they add lightness and emphasize the verticality
- If the budget permits, the proponent should consider exploring natural stone for the podium as it would strengthen the relationship with the escarpment.
- The Panel notes the divider panels on the podium levels, rendered with the same coloration as the balustrades, work against the horizontality of the architectural expression.
- The proponent should consider minimizing the slab caps to make the building appear more sleek.
- The Panel appreciates the podium balustrade treatment, but expressed a concern that the podiums appear dark. This may be a rendering issue, but the Panel recommends the proponent continue to study the podium colour and underside of all projections.

Public Realm

- The Panel appreciates the treatment of the ground floor and the plaza. The strong landscape and planting treatment provide areas of comfort and opportunities for a range of programming.