

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

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Site Location: 1600 James Naismith Drive

File No.: D07-12-22-0084

Date of Application: May 18, 2022

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This SITE PLAN CONTROL application submitted by Fotenn Planning + Design, on behalf of 1600 James Naismith Holding Ltd., is APPROVED as shown on the following plan(s):

1. **Site Plan – Phase 1**, Drawing A106, prepared by Figurr Architects Collective, Revision 10, dated January 18, 2023.
2. **Retaining Wall Plan**, Drawing S-100, prepared by D+M Structural Ltd., dated September 28, 2022.
3. **General Landscape Plan**, Drawing L300, prepared by Stantec Consulting Ltd., Revision 8, dated January 18, 2023.
4. **Landscape Plan Eastern Entrance**, Drawing L301, prepared by Stantec Consulting Ltd., Revision 8, dated January 18, 2023.
5. **Landscape Plan Western Entrance**, Drawing L302, prepared by Stantec Consulting Ltd., Revision 6, dated January 18, 2023.
6. **Landscape Details -I**, Drawing L500, prepared by Stantec Consulting Ltd., Revision 5, dated January 18, 2023.
7. **Landscape Details -II**, Drawing L501, prepared by Stantec Consulting Ltd., Revision 5, dated January 18, 2023.
8. **General Notes**, Drawing C001, prepared by LRL Engineering, Revision 2, dated January 18, 2023.
9. **Erosion and Sediment Control Plan**, Drawing C101, prepared by LRL Engineering, Revision 2, dated January 18, 2023.
10. **Grading and Drainage Plan**, Drawing C301, prepared by LRL Engineering, Revision 2, dated January 18, 2023.
11. **Grading Details Plan**, Drawing C302, prepared by LRL Engineering, Revision 2, dated January 18, 2023.
12. **Servicing Plan**, Drawing C401, prepared by LRL Engineering, Revision 2, dated January 18, 2023.

13. **Stormwater Management Plan**, Drawing C601, prepared by LRL Engineering, Revision 2, dated January 18, 2023.
14. **Pre-Development Watershed Plan**, Drawing C701, prepared by LRL Engineering, Revision 2, dated January 18, 2023.
15. **Post-Development Watershed Plan**, Drawing C702, prepared by LRL Engineering, Revision 2, dated January 18, 2023.
16. **Construction Detail Plan**, Drawing C901, prepared by LRL Engineering, Revision 2, dated January 18, 2023.

And as detailed in the following report(s):

1. **Geotechnical Investigation**, Proposed Site Redevelopment – 1600 James Naismith Drive, prepared by Pinchin Ltd., dated September 30, 2022.
2. **Phase One Environmental Site Assessment**, 1600 James Naismith Drive, prepared by Pinchin Ltd., dated February 2, 2022.
3. **Roadway Traffic Noise Assessment**, 1600 James Naismith Drive (Phase I), prepared by Gradient Wind., dated April 29, 2022.
4. **Stormwater Management Report and Servicing Brief**, Prepared by LRL Engineering, dated May 12, 2022, Revision 2 dated September 30, 2022.
5. **Tree Conservation Report**, 1600 James Naismith Drive, prepared by Stantec Consulting Ltd., dated September 28, 2022, Revision 2 dated December 16, 2022.

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

### **General Conditions**

1. The Owner shall enter into a standard site development agreement consisting of the following conditions. In the event the Owner fails to enter into such agreement within one year, this approval shall lapse.
2. **Prior Site Plan Agreements**

The Owner acknowledges and agrees that all terms and conditions of the following agreements, collectively referred to as the "Site Plan Agreements", are reconfirmed and are in full force and effect except as otherwise varied or amended in this Agreement:

- (a) Site Plan Agreement between The Glenview Corporation, The Corporation of the City of Gloucester and The Hydro-Electric Commission of the City of Gloucester registered as Instrument Number N419051 on December 2, 1987,

- (b) Water Plant Agreement between The Corporation of the City of Gloucester and The Regional Municipality of Ottawa-Carleton, registered as Instrument Number N428574 on February 29, 1988,
- (c) Site Plan Agreement between 723046 Ontario Limited, The Corporation of the City of Gloucester and The Hydro-Electric Commission of the City of Gloucester registered as Instrument Number N458515 on September 30, 1988,
- (d) Site Plan (Watermain) Agreement between The Glenview Corporation and The Regional Municipality of Ottawa-Carleton, registered as Instrument Number N476311 on February 17, 1989,
- (e) Supplementary Site Plan Agreement between 723046 Ontario Limited and The Corporation of the City of Gloucester registered as Instrument Number N595519 on October 22, 1991,
- (f) Site Plan Agreement between 723046 Ontario Limited and the Regional Municipality of Ottawa-Carleton registered as Instrument Number N620583 on June 4, 1992, and
- (g) Site Plan Agreement between the Toronto Dominion Bank and the City of Ottawa, registered as Instrument Number OC2392312 on August 26, 2021.

The Owner further acknowledges and agrees that the relevant portion of the Approved Plans referenced in Schedule "E" hereto shall supersede and replace and/or be in addition to, as the case may be, the relevant sections of the corresponding Plans contained in the previous Site Plan Agreements.

### 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 plans approved herein.

### 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. Extend Internal Walkway**

The Owner shall extend internal walkways beyond the limits of the subject lands to connect to existing asphalt road within the public right-of-way, at the sole expense of the Owner, to the satisfaction of the General Manager, Planning, Real Estate and Economic Development.

**8. Completion of Works**

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

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

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

**9. Provision of As-Built Drawings**

The Owner shall supply to the General Manager, Planning, Real Estate and Economic Development, one set of mylar or plastic film as-constructed road, grading and service drawings including the location of all Works, certified under seal by a Professional Engineer, licensed in the Province of Ontario, for City records

upon Acceptance and Approval of the Works. Furthermore, the Owner shall provide the As-built Drawings and the attribute data for the Works in a form that is compatible with the City’s computerized systems.

**Special Conditions**

**Parks**

**10. Notice on Title – Parkland**

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

“The Purchaser/Lessee for himself, his heirs, executors, administrators, successors and assigns acknowledge 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 may generate noise by users using these facilities and amenities”

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

**11. Park Conveyance**

(a) In accordance with the Planning Act and the City of Ottawa Parkland Dedication By-law, the Owner shall convey Blocks W, X, Y, and Z (3,802.2 square metres), representing 10% of the gross land area, for parkland purposes, as shown below and on Plan \_\_\_:

<b>Land Area Description</b>	<b>Block &amp; Plan Number</b>	<b>Area</b>
Phase 1 Area	A	12,649.1
Phase 2 Area (w/ easements)	B	15,290.8
Phase 3 Area (w/ easements)	C	10,082.9
	<b>Total</b>	<b>38,022.8</b>
Phase 1 Parkland Dedication	W	1,264.9
Phase 2 Parkland Dedication	X	1,529.1
Phase 3 Parkland Dedication	Y	298.3
	Z	710.0
	<b>Total</b>	<b>3,802.2</b>

(b) The Owner covenants and agrees that Blocks W, X, Y, and Z will be conveyed to the City, at no cost, as dedicated parkland. The size and configuration of the park blocks on the Final Plan shall be to the satisfaction

of the General Manager, Recreation, Cultural and Facility Services Department. In the event that there is change in the proposed use, block area, residential product and/or number of dwelling units within the Final Plan, the required parkland dedication will also be subject to change. The required parkland dedication may also be subject to change pending the result of ongoing appeals by the Owner.

- (c) Prior to registration, the Owner shall register a reference plan illustrating Park Blocks W, X, Y, and Z (totalling 3,802.2 square metres), to be dedicated to the City as parkland, at the sole cost of the Owner, all to the satisfaction of the General Manager, Recreation, Cultural & Facility Services.
- (d) The Owner acknowledges and agrees parkland dedication will be taken on Block W at the time of Site Plan Control for Phase 1 (Block A). The Owner further acknowledges the land required for Phases 2 and 3 (Blocks B and C) as described in conditions a, b, and c above, will be added to the land required for Phases 1 (Block A), to form one contiguous park block, to the satisfaction of the General Manager, Recreation, Cultural & Facility Services.
- (e) Within 4 years or prior to the final registration (Phase 3), whichever is sooner, of the Site Plan Agreement(s), the Owner shall convey parkland to the City, at no cost to the City, being Parts Insert Part(s) Number(s) on 4R-Insert Plan Number (hereinafter referred to as "Park Lands"), in accordance with the *Planning Act*, RSO 1990, c P.13 and the City's Parkland Dedication By-law, being By-law No. 2022-280, as amended, to the satisfaction of the General Manager, Recreation, Cultural and Facility Services.

The Owner further acknowledges and agrees that Parts Insert Part(s) Number(s) on 4R-Insert Plan Number satisfy this requirement.

## 12. Land Conveyance

- (a) The Owner shall be responsible for the construction and installation of the base park improvements for the Park Lands (the 'Base Park Improvements') at their sole expense and to the satisfaction of the General Manager, Recreation, Cultural and Facility Services.
- (b) The Base Park Improvements will be defined on a Base Park Improvements Plan ("BPIP") that will be submitted to the City for the approval at the time of Site Plan Application for Phase 1 and updated for subsequent phases. The BPIP will consider City requirements such as:
  - i. demolition, removal and disposal of all existing materials, structures and foundations;
  - ii. grading (including cut and/or fill) where necessary to bring the Park Lands to site plan grades and to provide positive surface drainage;
  - iii. topsoil supply and placement, minimum of 150 mm;
  - iv. seed and/or sod #1 nursery grade or equivalent value;

- v. fencing to City standard;
- vi. street trees along all public road allowances, which abut future City owned parkland; and
- vii. all necessary drainage systems including connections to municipal services as required.

All work shall be completed to the satisfaction of the General Manager, Planning, Real Estate and Economic Development.

- (c) The Owner acknowledges and agrees that no stormwater management facilities, overland flow routes, and/or encumbrances of any kind, such as, but not limited to, retaining walls, utility lines, agreements and/or easements of any kind shall be located on, under, or above dedicated Park Lands, save and except any utilities lines required by the City, and any existing encumbrances shall be removed and/or released from the Park Lands, prior to the conveyance of the said lands to the City. Any utilities presently located within the Park Lands, must be relocated at the Owner's sole expense.
- (d) Notwithstanding Condition 10(c) above, should no alternative be possible, the Owner may construct an emergency overland flow route through the dedicated Park lands subject to payment of cash-in-lieu for the area containing the overland flow route. Final review and approval of a possible overland flow route design will be by the City of Ottawa Parks and Facilities Planning Department. This area may be retained by the Owner or dedicated to the City without credit. In the event such an overland flow route is required, no additional land will be requested by the City.
- (e) Notwithstanding the transfer of the Park Lands, the Owner acknowledges and agrees that the Owner will retain all liability for the transferred Park Lands, until Final Acceptance of the Base Park Improvements, and that said transfer will in no way exonerate the Owner from its responsibility pursuant to the terms of the Site Plan Agreement. The Owner, on behalf of himself, his heirs, executors, administrators and assigns, including his successors in title, covenants and agrees to indemnify and save harmless the City from all actions, causes of actions, suits, claims or demands whatsoever which arise directly from the interim use by the Owner of the Park Lands.
- (f) The Owner acknowledges and agrees that it is the responsibility of the Owner to rough grade the park where necessary to meet Site Plan grades and provide for positive surface drainage across the Park Lands, as per the approved Base Park Improvements Plan in Schedule "E" hereto. If fill is required, it shall be comprised of clean earth borrow, compacted and leveled within the Park Lands accordingly as per the City Standards for Park Fill and rough grading. All at the expense of the Owner.

Any fill imported to the Park Lands must be conducted in accordance with the excess soils regulations, as amended. Documentation of the source and

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

Copies of all records related to all soils imported to the Park Lands must be provided to the City. All works and fill materials are to be approved by the General Manager, Planning, Real Estate and Economic Development Department prior to being placed on site.

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

- (g) The Owner shall submit a cost estimate, any necessary plans for the Base Park Improvements and shall submit, as set out in Schedule "B" herein, securities in the amount of 100% of the estimated cost of all Base Park Improvements, all to the satisfaction of the General Manager, Recreation, Cultural and Facility Services. A park review and inspection fee will further be collected and is based on 4% (+HST) of the total value of the Base Park Improvements cost. The Owner acknowledges and agrees that no credit shall be given towards the Parks and Recreation component of the Development Charges for costs associated with Base Park Improvements.
- (h) The construction of the Base Park Improvements to the Park Lands shall be completed within the earlier of: 4 years from this Site Plan Registration or prior to the final registration (Phase 3), to the satisfaction of the General Manager, Recreation, Cultural and Facility Services. Unforeseen delays (e.g. weather and/or technical complications arising from the removal of the power plant and/or decommissioning Hydro Ottawa Infrastructure, etc.) resulting in the late completion of the construction of the Base Park Improvements to the Park Lands may be taken into consideration and the date for completion may be extended, at the sole discretion of the General Manager, Recreation, Cultural and Facility Services.
- (i) Should the Owner carry out any of the Base Park Improvements on the Park Lands following conveyance of the Park Lands to the City, the Owner must obtain, at the Owner's expense, a License of Occupation (LOO) or a Consent to Enter (CTE) from the City's Corporate Real Estate Office. The LOO or CTE will outline in detail the insurance requirements, extent of area permitted, permitted use, and duration to the satisfaction of the General Manager, Recreation, Cultural and Facility Services. The Owner will indemnify the City against any claim during any interim use of or work carried out by the applicant on the park, to the satisfaction of the General Manager, Recreation, Cultural and Facility Services.



- (j) The City acknowledges and agrees that the Owner may use the Park Lands outside of the protected park areas for the stockpiling of materials or staging as needed. The Owner agrees to conduct the stockpiling of soils in accordance with the excess soils regulation, as amended.

The Owner agrees contaminated soils shall not be stockpiled on future park areas. The Owner agrees to provide to the City documentation of the source and quality of the soils temporarily stored on the future park areas.

The Owner acknowledges and agrees that, in the event the Owner chooses to use the Park Lands for stockpiling or staging, once this use of the parkland is completed, all materials will be removed from the Park Lands and a geotechnical report prepared by a geotechnical engineer or geoscientist, licensed in the Province of Ontario, be submitted. The geotechnical report shall confirm that the subgrade is suitable for its intended use and that no contaminants have been deposited on the Park Lands. The geotechnical report must indicate the level of soil compaction on the site and conform to City Standards, to the satisfaction of the General Manager, Planning, Real Estate and Economic Development.

The Owner agrees that any remediation required to the Park Lands as result of the Owners use of the Park Lands will be at the Owner's expense and will be in addition to the estimated Park Development Budget and such remediation work shall be completed to the satisfaction of the General Manager, Planning, Real Estate and Economic Development.

- (k) The Owner acknowledges and agrees to undertake a geotechnical and soils analysis of the Park Lands to determine its composition and drainage characteristics to a minimum 2 metre depth. The Owner shall clearly demonstrate to the satisfaction of the General Manager, Planning, Real Estate and Economic Development that the soils in the Park Lands are capable of supporting the development of park facilities such as, but not limited to, pathways, children's playgrounds, park shelters, and vegetation growth.
- (l) The Owner shall submit to the General Manager, Planning, Real Estate and Economic Development and the Director, Buildings Code Services, a Record of Site Condition (RSC) completed in accordance with the O.Reg. 153/04 and acknowledged by the Ministry of Environment, Conservation and Parks. The RSC shall confirm that all of the Lands are suitable for the proposed use, including the park, in accordance with O.Reg. 153/04. The Owner acknowledges and agrees the City may issue a building permit on a phased basis to allow for site investigation and remediation activities and if permitted by O.Reg. 153/04. Further works shall not be permitted until the RSC is submitted.

### **13. Protection of Public Park Lands**

- (a) Save and except as contemplated by Condition 10(i) herein, the Owner shall neither deposit, nor permit to be deposited, fill, snow, debris, building materials, granular, excavated materials, topsoil or construction equipment, nor allow vehicle parking, storage or access for any purposes on the Park Lands. Furthermore, the Owner shall neither remove nor permit to be removed any fill, topsoil, trees, vegetation, or shrubs from on the Park Lands, without the prior consent of the General Manager, Planning, Real Estate and Economic Development.
- (b) The Owner shall cause the lands transferred to the City for park purposes, to be identified by permanent markers and, if required, temporary markers at the Owner's expense. The Owner shall install and maintain temporary fencing adjacent to these areas. The markers and temporary fencing shall be of a type and placed in such a location and at such times as are satisfactory to the General Manager, Planning, Real Estate and Economic Development.
- (c) The Owner shall install tree protection fencing around the tree(s) to be retained within the Park Lands. Fencing shall be installed prior to any site Works and shall be maintained in good order throughout the construction period. Any removal or revisions to the location of protection fencing shall be to the satisfaction of the General Manager, Planning, Real Estate and Economic Development.
- (d) Trees or shrubs which have been or are hereafter removed from the Park Lands in contravention of the Site Plan Agreement shall, at the City's option, be replaced by the Owner, at the expense of the Owner, with nursery stock of a variety and quality equivalent to or better than the trees and/or shrubs removed.

#### **14. Notice on Title – Parkland**

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

“The Purchaser/Lessee for himself, his heirs, executors, administrators, successors and assigns acknowledges being advised that the parkland within the vicinity of the subject lands may have active hard and soft surface recreational facilities, buildings and supporting infrastructure. These amenities may include lit facilities and may generate noise by users using these facilities and amenities”

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

## **15. Limiting Distance Agreement**

A Limiting Distance Agreement may be required by Building Code Services before building permit(s) can be issued, the City will consider entering into a Limiting Distance Agreement with the Owner with respect to the proximity of the building to the park block. Agreement to be confirmed through the City's Corporate Real Estate Office. A Limiting Distance Agreement is at the expense of the Owner.

## **LRT and O-Train**

### **16. Environmental Impacts**

- (a) The Owner acknowledges and agrees that due to the close proximity of the subject lands to the City's existing and future transit operations, including the light rail rapid transit system, the proposed development, subsequent owners and/or occupants may experience noise, vibration, electromagnetic interferences, stray current transmissions, smoke and particulate matter (collectively referred to as the "Interferences").
- (b) The Owner acknowledges and agrees that it has been advised attenuation measures with respect to by the City to apply reasonable the level of Interferences within the lands and on the proposed development.
- (c) The Owner acknowledges and agrees that a warning clause shall be included in all agreements of purchase and sale and lease agreements, as contained in condition 15. Warning Clause herein below, to ensure subsequent owners and/or occupants are fully informed of the potential Interferences.

### **17. Warning Clauses**

The Owner or any subsequent owner of the whole or any part of the Subject Lands, covenants and agrees that all agreements of purchase and sale and/or lease agreements entered into after the date hereof for the whole or any part of the Subject Lands shall contain the following clauses:

"The Owner/lessee and/or prospective purchaser for himself, his heirs, executors, administrators, successors and assigns, acknowledges being advised that the land is located in a noise sensitive area. Noise levels due to increasing roadway traffic may be of concern, occasionally interfering with some activities of the dwelling occupants as the sound level may exceed the City of Ottawa's and the Environment, Conservation and Parks' noise criteria. The City of Ottawa bears no responsibility, should the Owner/lessee and/or prospective purchaser of the dwelling find that the indoor and outdoor noise levels due to traffic are of concern or are offensive."

“The Owner/lessee and/or prospective purchaser for himself, his heirs, executors, administrators, successors and assigns, acknowledges being advised that the lands are located next to lands that currently have an active light rail transit line, which is under expansion and therefore may be subjected to noise and other activities associated with both the present and future rail uses and associated construction.”

“The Owner/lessee and/or prospective purchaser covenants that the above clauses, verbatim, shall be included in all subsequent agreements of purchase and sale and lease agreements conveying the land described herein.”

## **Civil Engineering**

### **18. 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.

### **19. 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.

### **20. Geotechnical Investigation**

The Owner acknowledges and agrees that it shall retain the services of a Geotechnical Engineer, licensed in the Province of Ontario, to ensure that the recommendations of the Geotechnical Investigation Report (the “Report”), referenced in Schedule “E” herein, are fully implemented. The Owner further acknowledges and agrees that it shall provide the General Manager, Planning, Real Estate and Economic Development with confirmation, issued by the Geotechnical Engineer, that all recommendations and provisions of the Report have been complied with.

### **21. 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 Retaining Wall Plan and Sections, both referenced in Schedule “E” hereto. The Owner shall provide written confirmation, satisfactory to the General Manager, Planning, Real Estate and Economic Development, that a 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. The Owner further acknowledges and agrees to provide a letter from a Geotechnical Engineer, licensed in the Province of Ontario, referencing the Retaining Wall Design and confirming that all retaining walls, which are greater

than one meter in height, have been checked for global stability in accordance with all applicable regulations.

## **22. Professional Engineering Inspection**

The Owner shall have competent Professional Engineering inspection personnel on-site during the period of construction, to supervise the Works, and the General Manager, Planning, Real Estate and Economic Development, shall have the right at all times to inspect the installation of the Works. The Owner acknowledges and agrees that should it be found in the sole opinion of the General Manager, Planning, Real Estate and Economic Development, that such personnel are not on-site or are incompetent in the performance of their duties, or that the said Works are not being carried out in accordance with the approved plans or specifications and in accordance with good engineering practice, then the General Manager, Planning, Real Estate and Economic Development, may order all Work in the project to be stopped, altered, retested or changed to the satisfaction of the General Manager, Planning, Real Estate and Economic Development.

## **23. Inlet Control Devices (ICDs)**

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

## **24. Site Dewatering**

The Owner acknowledges and agrees that while the site is under construction, any water discharged to the sanitary sewer due to dewatering shall meet the requirements of the City's Sewer Use By-law No. 2003-514, as amended.

## **25. Below Grade Dwelling Units**

The Owner acknowledges and agrees that during major storm events, below grade dwelling units may be subject to flooding. The Owner further acknowledges and agrees that the City shall not be liable for flooding claims.

## **26. Private Storm Sewer Connection to City Sewer System**

The Owner acknowledges and agrees that any new storm sewers to be installed as part of this development shall not be connected to the City's existing storm sewer system until such time as either:

- (a) a certificate of conformance and As-built Drawings have been received from a Professional Engineer, licensed in the Province of Ontario, certifying that all required inlet control devices have been properly installed to City Standards or Specifications, and that the storm sewer system has been installed in accordance with the approved engineering drawings for site development and City Sewer Design Guidelines. The inlet control devices shall be free of any debris; or
- (b) a flow limiting orifice plate, designed by a Professional Engineer licensed in the Province of Ontario and to the satisfaction of the City, has been installed at the storm water outlet prior to connecting any upstream storm sewers. Such orifice plate shall not be removed until subsection (a) above has been satisfied and approved by the General Manager, Planning, Real Estate and Economic Development.

## **27. Private Services**

- (a) The Owner acknowledges and agrees that it is responsible for the operation, maintenance and/or replacement, in perpetuity, of the Private System within the lands, excluding those works in favor of others through registered easements. The Private System includes all private watermains, private hydrants, private sanitary and storm sewer infrastructure.
- (b) Further, the Owner will retain copies of all associated Work and maintenance contracts and will make said contracts available to the City for inspection upon request.

## **Site Lighting**

### **28. 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 exterior lighting added to the site through this approval has been designed to meet the following criteria:
  - i. it must be designed using only fixtures that meet the criteria for full cut-off (sharp cut-off) classification, as recognized by the Illuminating Engineering Society of North America (IESNA or IES);
  - ii. and it must result in minimal light spillage onto adjacent properties. As a guideline, 0.5 fc is normally the maximum allowable spillage.

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 approved design plan.

## **Contamination**

### **29. Phase II Environmental Site Assessment**

Prior to the registration of the site plan control agreement and prior to the issuance of a building permit, the Owner shall submit to the General Manager, Planning, Real Estate and Economic Development a Phase II Environmental Site Assessment.

### **30. Record of Site Condition**

Prior to the issuance of the above-grade 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.

### **31. Off-Site Contamination Management Agreement**

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

## **School Accommodation**

32. The Owner acknowledges and agrees to inform prospective purchasers that school accommodation pressures exist in the Ottawa-Carleton District School Board schools designated to serve this development, which are currently being addressed by the utilization of portable classrooms and/or by directing students to schools outside their community.

**33. 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.

August 3, 2023 \_\_\_\_\_  
Date



\_\_\_\_\_  
Allison Hamlin  
Acting Manager, Development Review West  
Planning, Real Estate and Economic  
Development Department

Enclosure: Site Plan Control Application approval – Supporting Information



## **SITE PLAN CONTROL APPROVAL APPLICATION SUPPORTING INFORMATION**

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**File Number: D07-12-22-0084**

### **SITE LOCATION**

1600 James Naismith Drive, and as shown on Document 1.

### **SYNOPSIS OF APPLICATION**

- The 3.54-hectare site is located at the north end of James Naismith Drive, west of Blair Road and south of Ottawa Road 174. The property contains an 8-storey office building, single-storey generator station, parking kiosk and expansive surface parking lot. Abutting the site to the south is a municipal park (Queensway Park). To the east is an office building and surface parking lot. To the north is Ottawa Road 174 and the Blair LRT station, which is within 300 metres of the site and accessible by a pedestrian overpass.
- This site plan approval applies to phase 1 of a 3 phase residential project. This phase 1 site plan approval permits the existing office building to be converted to a residential building containing 219 dwelling units, which range in size, up to 3 bedrooms. A total of 236 surface parking spaces are provided, 21 of which are visitor spaces. The existing surface parking lot in front of the building is reshaped and enlarged to accommodate 128 parking spaces. A total of 196 bicycle parking spaces are included; with 9 existing, 157 new spaces internal to the building and 30 new spaces located outdoors.
- An existing 1-storey solarium, parking kiosk and generator building at the rear of the parking lot will be demolished. The solarium will be replaced with an outdoor terrace area.
- In addition to mature greenspace and private balconies, residents will also have access to amenities such as a fitness centre, , kids' playground and dog area.
- Surface parking will be reduced as future phases of development are added to the site, which may include underground parking. Future development phases will be subject to additional planning applications and are not sanctioned through this approval.
- The design retains most of the existing precast concrete panels. Some of the mirrored curtainwall is proposed to be replaced by clear glazing. The façade will include new window boxes that protrude outward and incorporate aluminum spandrel panels to create visual interest. New landscaping includes armoured stone retaining walls and steps, designed to help create private amenity spaces.
- Sufficient water and sanitary capacity exist to support the project. An oil grit separator will be provided to meet TSS removal, whereas quantity control will be met through on-site storm ponding on the surface parking lot and drive aisles.

- Currently the site includes a mixture of mature trees and vegetation. The expansion of the parking area requires the removal of 50 out of 119 existing trees on site. The applicant is proposing to plant 49 new trees to compensate for this loss. New shrubbery and ornamental grass will also be incorporated to soften the site and improve privacy.

## **DECISION AND RATIONALE**

This application is approved for the following reasons:

- The site is next to an LRT station and is part of the Official Plan's Outer Urban Transect. It is designated a Hub with an Evolving Neighbourhood Overlay. By providing mid-rise residential development, this site plan supports the evolution of the area into a 15-minute neighbourhood.
- The site is included in the Inner East Lines 1 and 3 Stations Secondary Plan. This site plan approval is the first in a phased development that, once constructed will meet minimum density targets as per the plan.
- This site plan approval meets the intent of the City's Transit-Oriented Development Guidelines by providing a transit-supportive use close to LRT, including linkages and shortcuts for pedestrians and cyclists to transit.
- Once converted, the residential use supported through this site plan approval will help to animate an underutilized office complex while supporting nearby retail and restaurant uses throughout the day.

## **PARKLAND DEDICATION**

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

## **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 June 3, 2022.

The panel's recommendations from the formal review meeting are attached to this report (Document 2).

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

- Additional landscaping has been incorporated throughout the parking area to soften the edges and appearance of the parking area from the public realm.
- A revision to the exterior façade to include new window boxes that protrude outward and incorporate aluminum spandrel panels.

## **CONSULTATION DETAILS**

### **Councillor's Comments**

Councillor Tim Tierney was aware of the application related to this report.

Councillor Tim Tierney indicated the following comments:

Maintaining access to the Queensway pedestrian bridge and the realignment of the access path during construction is of primary concern to residents.

### Response to Councillor Comments

Access to the OC Transpo pathway is intended to be maintained during the construction period.

### **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.

### Summary of public comments and responses

Public Comment 1: Pathway providing access to OC Transpo is critical to the adjacent residential community and must remain open.

Response: OC Transpo pathway is intended to be maintained/open during construction.

Public Comment 2: Concerns that the residential building will increase traffic.

Response: The conversion from an office to residential use will result in an overall reduction in traffic.

Public Comment 3: With the more frequent traffic of an all-day use and the move to dual entrances for the property, there are some concerns for pedestrians and cyclists at James Naismith with the curving roads entering and exiting the parking lot.

Response: As Telesat Court is a cul-de-sac, limited safety concerns are noted for the access operations. The internal private roadway will provide appropriate signage and cross locations. Active modes entering onto Telesat Court may remain on the existing sidewalks or enter the roadway, such as cyclists.

Public Comment 4: Hoping for ground floor retail to support community.

Response: Phase 1 of the project, permitted in this site plan approval, will not include retail uses.

## **Technical Agency/Public Body Comments**

### Transportation Engineering:

Providing at least one bicycle parking space per unit is recommended, particularly since the ultimate vehicular parking rate is 0.5/unit.

### Applicant's Response:

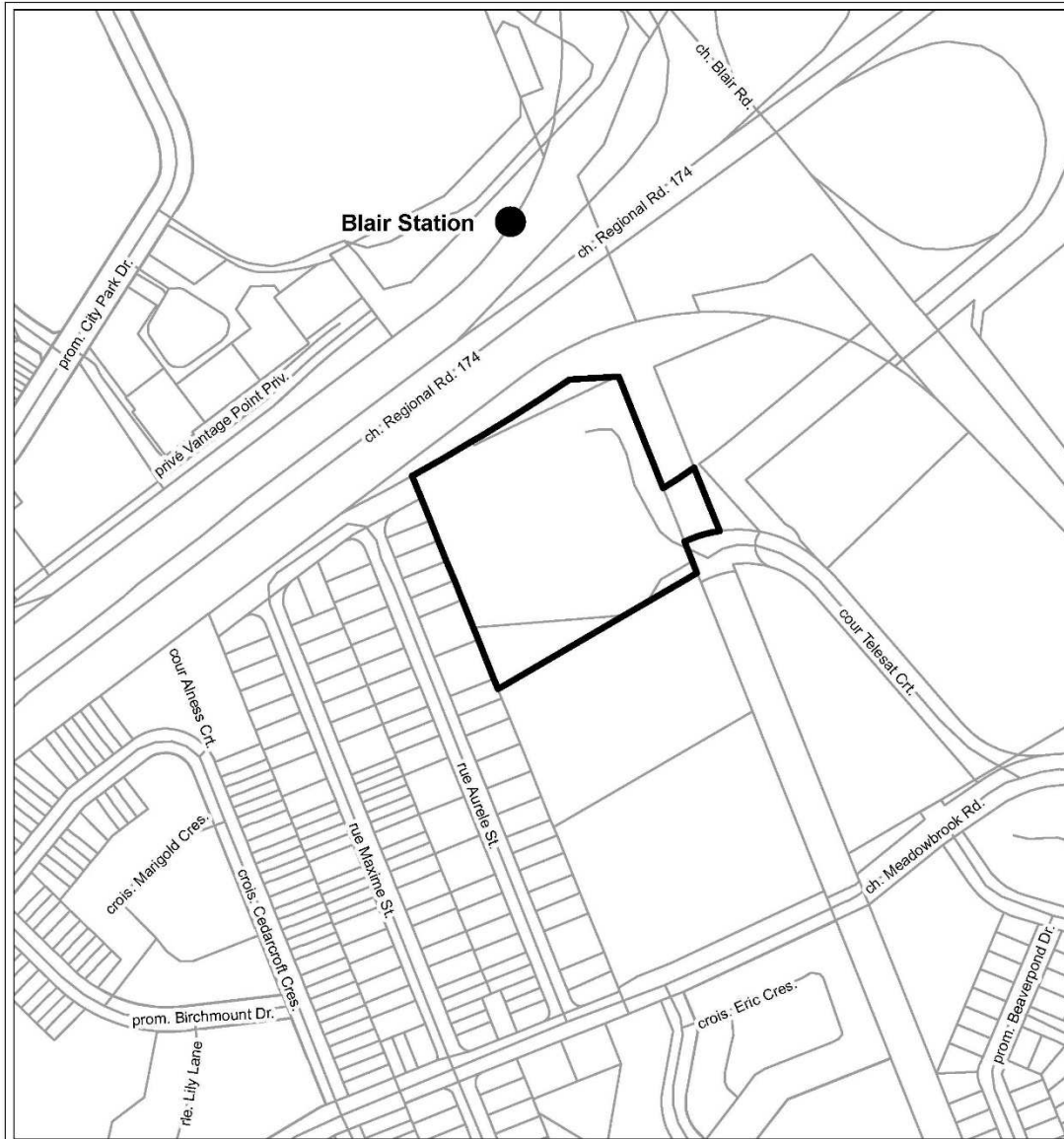
Site plan was updated to include 196 bicycle parking spaces, which makes for a bike count ratio of 0.9 spaces per unit.




## **APPLICATION PROCESS TIMELINE STATUS**

This Site Plan application was not processed by the On Time Decision Date.

**Contact:** Shoma Murshid Tel: 613-580-2424, ext. 15430 or e-mail:  
shoma.murshid@ottawa.ca

# Document 1 – Location Map



		LOCATION MAP / PLAN DE LOCALISATION SITE PLAN / PLAN D'EMPLACEMENT	
D07-12-22-0084	22-0506-X		<b>1600 promenade James Naismith Drive</b>
I:\CO\2022\SiteJames_Naismith_1600			
<small>©Parcel data is owned by Teranet Enterprises Inc. and its suppliers                  All rights reserved. May not be produced without permission                  THIS IS NOT A PLAN OF SURVEY</small>			
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REVISION / RÉVISION - 2022 / 05 / 25			

## Document 2 – Urban Design Review Panel Comments

**1600 JAMES NAISMITH DRIVE** | Formal Review | Site Plan Control Application | 1600 James Naismith Holding Ltd.; Figurr Architects Collective; Fotenn Planning + Design



### Summary

- The Panel thanked the proponent for the presentation; the development is well located within the transit and pedestrian network, and adaptive reuse of the office building into residential use is supported.
- The Panel appreciates the changes made to the building, including demolishing the atrium space on the ground floor to provide amenity areas and a terrace; however, there are concerns with the amount of parking proposed given the proximity to the LRT Station.
- The Panel provided suggestions on the cladding at the base, glazing and integration of the park with the greater open space network.

### Site Plan

- The Panel considers the amount of parking proposed problematic, given that the parking fronting the building could accommodate a pavilion or a building for community uses. To reduce the amount of surface parking, the proponent should consider moving the building on phase three north of the property line and extending it west of the site to accommodate surface parking on the first couple of floors.
- The Panel appreciates the Site Plan outlining the future phases of development, but the proponent should consider the site's integration into its context. A master plan of the current and future phases is needed to help understand the relationship between each development phase and the surrounding neighbourhood. The Panel views this as a block plan as opposed to a proper master plan.
- The Panel cautions that the phase three high-rise building is quite close, and a buffer should be considered.
- The proponent is encouraged to maintain the location of the existing driveway.
- There was a suggestion to connect the development to Eugene Road.

## **Landscaping**

- The Panel appreciates the proposed landscape as it will connect with the existing amenity space and cycling network. However, the Panel believes there are more opportunities to improve the landscape, including re-examining the amount of parking proposed.
- The proposed parking layout would remove mature trees, which could conceal loading areas. The proponent should explore accommodating parking between trees to retain as many trees as possible.
- The southside is optimal for a park, given its proximity to the existing baseball diamond and the opportunity to provide amenities for the community. The proponent should consider providing a strip of parkland on the southern and southwest portion of the site to allow the existing trees to be retained and create an extension of the wood lot.

## **Materiality**

- The Panel appreciates the efforts of retrofitting the façade, preserving the horizontal precast panels, and the articulation of the building, but the Panel believes more studies are needed to understand the effect of the mirrored finish glazing in terms of the residential use and the views from within at night. Further clarification is needed regarding the assessment of the energy efficiency of windows.
- The dark colour treatment and the black band at the base give the building a harsh and squat appearance. The proponent should consider a lighter colour and a more contemporary expression for a clean, simple, and elegant aesthetic and have the band at two storeys to complement the two-storey expression at the back of the building.
- The proponent should consider reframing the canopy and using lighter elements for a more residential feel.
- The proponent's efforts to ensure the window well requirements are met to improve the liveability of basement units are appreciated.

## **Sustainability**

- The Panel appreciates the benefits adaptively re-using the existing building for residential purposes and recognizes the challenges of retrofitting a building but believes the amount of parking provided contradicts the site's sustainability and walkability measurements. The proponent should consider working with the site's slope to implement stormwater management, adding trees, creating pollinator roofs, reducing parking as much as possible, and using permeable pavers to reduce its impact.