



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

Site Location: 401 Smyth Road

File No.: D07-12-24-0121

Date of Application: November 4, 2024

This SITE PLAN CONTROL application submitted by Michael Munde, EllisDon, on behalf of CHEO, is APPROVED as shown on the following plan(s):

Plans

- 1 Site Selections- Sheet A0603, prepared by Montgomery Sisam Architects, dated 2023/12/15, revision 10, dated 2025/04/01.
- 2 Green Roof- Sheet A0604, prepared by Montgomery Sisam Architects, dated 2023/12/15, revision 7, dated 2025/04/01.
- 3 Level 1 – Floor & Reflected Ceiling Plan – Zone C Tunnel- Plan A1401C, prepared by Montgomery Sisam Architects, dated 2023/12/15, revision 12, dated 2025/04/01.
- 4 L1 Main Canopy/Entrances Plan- Plan A1801, prepared by Montgomery Sisam Architects, dated 2023/12/15, revision 9, dated 2025/04/01.
- 5 L2 Main Canopy/Entrance Plan- Plan A1802A, prepared by Montgomery Sisam Architects, dated 2023/12/15, revision 10, dated 2025/04/01.
- 6 L2 Main Canopy/Entrance RCP- Plan A1802B, prepared by Montgomery Sisam Architects, dated 2025/04/01, revision 9, dated 2025/04/01.
- 7 Overall Building Elevations- Sheet A2210, prepared by Montgomery Sisam Architects, dated 2024/04/19, revision 8, dated 2025/04/01.
- 8 Building Elevations- South- Zone A- Sheet A2230, prepared by Montgomery Sisam Architects, dated 2023/12/15, revision 9, dated 2025/04/01.
- 9 Building Elevations- South- Zone B- Sheet A2231, prepared by Montgomery Sisam Architects, dated 2023/12/15, revision 9, dated 2025/04/01.
- 10 Building Elevations- North- Sheet A2232, prepared by Montgomery Sisam Architects, dated 2023/12/15, revision 9, dated 2025/04/01.
- 11 Building Elevations- West & East- Sheet A2233, prepared by Montgomery Sisam Architects, dated 2024/04/19, revision 8, dated 2025/04/01.
- 12 Entrance Elevations- Sheet A2235, prepared by Montgomery Sisam Architects, dated 2023/12/15, revision 9, dated 2025/04/01.
- 13 Canopy Elevations- Sheet A2240, prepared by Montgomery Sisam Architects, dated 2023/12/15, revision 10, dated 2025/04/01.
- 14 Building Sections- Sheet A3210, prepared by Montgomery Sisam Architects, dated 2023/12/15, revision 9, dated 2025/04/01.

- 15 Building Sections- Sheet A3211, prepared by Montgomery Sisam Architects, dated 2023/12/15, revision 9, dated 2025/04/01.
- 16 Overall CHEO Integrated Treatment Snow Storage Plan- Plan L0601SS, prepared by Vertechs, dated 2023/12/15, revision 9, dated 2025/2/20.
- 17 Overall CHEO Integrated Treatment Landscape Tree Preservation and Removals Plan- L0601T, prepared by Vertechs, dated 2023/12/15, revision 9, dated 2025/2/20.
- 18 Overall CHEO Integrated Treatment Landscape Utility Plan, Plan L0601U, prepared by Vertechs, dated 2023/12/15, revision 9, dated 2025/2/20.
- 19 Community Gateway and Indigenous Gathering Place Landscape Layout Plan- Plan L0603A, prepared by Vertechs, dated 2023/12/15, revision 9, dated 2025/2/20.
- 20 Community Gateway and Indigenous Gathering Place Landscape Planting Plan- Plan L0603C, prepared by Vertechs, dated 2023/12/15, revision 9, dated 2025/2/20.
- 21 Arrival Garden and CHEO Integrated Treatment Centre Level 1 Main Entrance Landscape Layout Plan- Plan L1101A, prepared by Vertechs, dated 2023/12/15, revision 9, dated 2025/2/20.
- 22 Arrival Garden and CHEO Integrated Treatment Centre Level 1 Main Entrance Landscape Planting Plan- Plan L1101C, prepared by Vertechs, dated 2023/12/15, revision 9, dated 2025/2/20.
- 23 Level 2 Terrace Key Plan, Preschool Playground & School Playground and Fitness Terrace Layout, Planting Plans- Plan L1102, prepared by Vertechs, dated 2023/12/15, revision 9, dated 2025/2/20.
- 24 Level 3 Terrace Key Plan and Autism Therapy Terrace Layout, Planting Plans and Landscape Details- Plan L1103, prepared by Vertechs, dated 2023/12/15, revision 9, dated 2025/2/20.
- 25 Level 4 Terrace Key Plan, Passive Therapeutic Play Terrace and Active Therapeutic Play Terrace and Active Therapeutic Play Terrace Layout, Planting Plans and Landscape Details- Plan L1104, prepared by Vertechs, dated 2023/12/15, revision 9, dated 2025/2/20.
- 26 Level 5 Terrace Key Plan, Mental Health Therapy Terrace Layout, Planting Plans and Landscape Details- Plan L1105, prepared by Vertechs, dated 2023/12/15, revision 9, dated 2025/2/20.
- 27 Level 6 Terrace Key Plan, Staff and Medical Staff Terrace Layout, Planting Plans and Landscape Details- Plan L1106, prepared by Vertechs, dated 2023/12/15, revision 9, dated 2025/2/20.
- 28 Landscape Details- Sheet L5001, prepared by Vertechs, dated 2023/12/15, revision 9, dated 2025/2/20.
- 29 Landscape Details- Sheet L5002, prepared by Vertechs, dated 2023/2/20, revision 9, dated 2025/2/20.
- 30 Landscape Details- Sheet L5003, prepared by Vertechs, dated 2023/12/15, revision 9, dated 2025/2/20.
- 31 Landscape Details- Sheet L5004, prepared by Vertechs, dated 2023/12/15, revision 9, dated 2025/2/20.
- 32 Landscape Details- Sheet L5005, prepared by Vertechs, dated 2023/12/15, revision 9, dated 2025/2/20.

- 33 Landscape Details- Sheet L5006, prepared by Vertechs, dated 2023/12/15, revision 9, dated 2025/2/20.
- 34 Landscape Details- Sheet L5007, prepared by Vertechs, dated 2023/12/15 revision 9, dated 2025/2/20.
- 35 Typical Details and Notes Plan- Plan C0007, prepared by WalterFedy, dated 2023/12/15, revision 17, dated 01/04/2025.
- 36 Typical Details and Notes Plan- Plan C0008, prepared by WalterFedy, dated 2023/12/15, revision 17, dated 01/04/2025.
- 37 Typical Details and Notes Plan- Plan C0009, prepared by WalterFedy, dated 2023/12/15, revision 17, dated 01/04/25.
- 38 Proposed Servicing Plan- Plan C1201, prepared by WalterFedy, dated 2023/12/15, revision 17, dated 01/04/2025.
- 39 Proposed Building Subdrain plan- Plan C1202, prepared by WalterFedy, dated 2023/12/15, revision 17, dated 01/04/25.
- 40 Existing Conditions and Removals Plan- Plan C1501 prepared by WalterFedy, dated 2023/12/15, revision 17, dated 01/04/2025.
- 41 Erosion and Sediment Control- Sheet C1601, prepared by WalterFedy, dated 2023/12/15, revision 17, dated 01/04/2025.
- 42 Tunnel Profile- Sheet C3101, prepared by WalterFedy, dated 2023/12/15, revision 17, dated 01/04/2025.

And as shown on the following plans that **will be resubmitted**:

1. Overall Site Plan- Plan A0601, prepared by Montgomery Sisam Architects, dated 2023/12/15, revision 11, dated 2025/04/01.
2. 1Door4Care Site Plan- Phase 1B- Plan A0602, prepared by Montgomery Sisam Architects, dated 2023/12/15, revision 12, dated 2025/04/01.
3. Overall CHEO Integrated Treatment Centre Landscape- Sheet L0601, prepared by Vertechs, dated 12/15/2023, revision 9, dated 2/20/2025.
4. Overall CHEO Integrated Treatment Soil Volume and Canopy Coverage Plan- Plan L0601SV, prepared by Vertechs, dated 2023/12/15, revision 9, dated 2025/02/20.
5. CHEO Integrated Treatment Centre Level 2 Entrance Landscape Layout Plan- Plan L0602A, prepared by Vertechs, dated 2023/12/15, revision 9, dated 2025/2/20.
6. CHEO Integrated Treatment Centre Level 2 Entrance Landscape Planting Plan- Plan L0602C, prepared by Vertechs, dated 2023/12/15, revision 9, dated 2025/2/20.
7. Proposed Grading Plan- Plan C1101, prepared by WalterFedy, 2023/12/15, revision 17, dated 01/04/2025.
8. Proposed Pavement Markings and Signage-Plan 122210-PVMK2, prepared by Novatech, revision 2, dated Nov 15/24

And as detailed in the following report(s):

1. Sun/Shadow Study- Sheet A0411, prepared by Montgomery Sisam Architects, dated December 15th, 2023, revision 6, dated 25/04/01
2. Sun/Shadow Study- Sheet A0412, prepared by Montgomery Sisam Architects, dated 2023/12/15, revision 6, dated 2025/04/01.

3. Sun/Shadow Study- Sheet A0413, prepared by Montgomery Sisam Architects, dated 2023/12/15, revision 6, dated 2025/04/01.
4. Sun/Shadow Study- Sheet A0414, prepared by Montgomery Sisam Architects, dated 2023/12/15, revision 6, dated 2025/04/01.
5. 1Door4Care CHEO Integrated Treatment Centre - Servicing and Stormwater Management Report, prepared by Walterfedy, dated 8/23/2024, revised April 1, 2025.
6. Geotechnical Design Report – CHEO Integrated Treatment Centre – 1Door4Care, prepared by Thurber Engineering LTD, File #36182, dated 8/30/2024.
7. 1Door4Care: CHEO Integrated Treatment Centre – Geotechnical Investigation Report, prepared by GHD, dated 10/25/2022.
8. 50% Construction Documents Acoustic Design Report, prepared by Thorton Tomasetti, dated 8/1/2024
9. Phase Two Environmental Site Assessment, prepared by GHD, dated 6/5/2020
10. Tree Conservation Report for 1Door4Care Treatment Centre, prepared by Coville Consulting Inc., dated 8/16/2024, revised March 31, 2025

And detailed on the following report that **will be resubmitted**

1. **CHEO Integrated Treatment Centre Transportation Impact Assessment**, prepared by Novatech, dated April 2024, revised November 2024

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

Requirements

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

General Conditions

1. Lapsing of Approval

The Owner shall enter into this Site Plan Control Agreement, including all standard and special conditions, financial and otherwise, as required by the City. In the event that the Owner fails to sign this Agreement, complete the conditions to be satisfied prior to the signing of this Agreement, and have the corresponding building permit(s) issued within three (3) years of Site Plan approval, the approval shall lapse.

2. Prior Site Plan Agreement

The Owner acknowledges and agrees that all terms and conditions of the Site Plan Agreement between:

- (i) Children's Hospital of Eastern Ontario and The Corporation of the City of Ottawa, registered as Instrument No. CT186188 on January 9, 1974 (Site Plan Agreement);
- (ii) Her Majesty the Queen in Right of Ontario as Represented by the Minister of Government Services, registered September 8, 1977 as Instrument No. CT254853, Amending Site Plan Agreement (the "First Amendment");
- (iii) Her Majesty the Queen in Right of Ontario as Represented by the Minister of Government Services and The Corporation of the City of Ottawa, registered September 28, 1979 as Instrument No. NS68563, Amending Site Plan Agreement (the "Second Amendment");
- (iv) Children's Hospital of Eastern Ontario and Her Majesty the Queen in Right of Ontario as Represented by the Minister of Government Services, registered on January 10, 1980 as Instrument No. NS77460, Amending Site Plan Agreement (the "Third Amendment");
- (v) Children's Hospital of Eastern Ontario and The Corporation of the City of Ottawa registered on the 27th day of May, 1982 as Instrument Number NS151317, Amending Site Plan Agreement (the "Fourth Amendment");
- (vi) Children's Hospital of Eastern Ontario and The Corporation of the City of Ottawa registered on the 5th day of January, 1983 as Instrument Number NS174910, Amending Site Plan Agreement (the "Fifth Amendment");
- (vii) Her Majesty the Queen in Right of Ontario as Represented by the Minister of Government Services and The Corporation of the City of Ottawa registered on the 11th day of February, 1983 as Instrument Number NS179094, Amending Site Plan Agreement (the "Sixth Amendment");
- (viii) Children's Hospital of Eastern Ontario and The City of Ottawa registered on the 8th day of December, 1983 as Instrument Number NS221933, Amending Site Plan Agreement (the "Seventh Amendment");
- (ix) Children's Hospital of Eastern Ontario and The City of Ottawa registered on the 28th day of December, 1983 as Instrument Number NS223960, Amending Site Plan Agreement (the "Eighth Amendment");
- (x) Her Majesty the Queen in Right of Ontario as Represented by the Minister of Government Services and the City of Ottawa registered on the 21st day of October, 1985 as Instrument Number N310154, Amending Site Plan Amendment (the "Ninth Amendment");
- (xi) Her Majesty the Queen in Right of Ontario as Represented by the Minister of Government Services and the City of Ottawa registered on the 9th day of

September, 1986 as Instrument Number N354322, Amending Site Plan Agreement (the “Tenth Amendment”);

- (xii) Childrens Hospital of Eastern Ontario and City of Ottawa registered on the 12th day of December, 2001 as Instrument Number OC26462, Amending Site Plan Agreement (the “Eleventh Amendment”);
- (xiii) Childrens Hospital of Eastern Ontario and City of Ottawa registered on the 25th day of September, 2006 as Instrument Number OC642658, Amending Site Plan Agreement (the “Twelfth Amendment”);
- (xiv) Childrens Hospital of Eastern Ontario and City of Ottawa registered on the 22nd day of October, 2007 as Instrument Number OC787165, Amending Site Plan Agreement (the “Thirteenth Amendment”);
- (xv) Childrens Hospital of Eastern Ontario and City of Ottawa registered on the 5th day of July, 2016 as Instrument Number OC1802493, Amending Site Plan Agreement (the “Fourteenth Amendment”); and
- (xvi) Childrens Hospital of Eastern Ontario and City of Ottawa registered on the 5th day of September, 2023 as Instrument Number OC2630952, Amending Site Plan Agreement (the “Fifteenth Amendment”)

are reconfirmed and are in full force and effect except as otherwise varied or amended in this Agreement. The Owner further acknowledges and agrees that the relevant portion of the Approved Plans referenced in Schedule “E” hereto shall 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 Agreement(s).

3. **Prior Site Plan Approval**

The Owner acknowledges and agrees that all terms and conditions of the Site Plan approval:

- (i) Parking Lot approved by the City of Ottawa, File no. D07-12-22-0170

are confirmed and are in full force and effect except as otherwise varied or amended in this Agreement. The Owner further acknowledges and agrees that the relevant portion of the Approved Plans referenced in Schedule “E” hereto shall supersede and replace and/or be in addition to, as the case may be, the relevant sections of the corresponding Plans contained in the Site Plan Approval. At the time of the registration of the site plan agreement associated with the above noted file, the agreement is reconfirmed and will be in full force and effect.

4. **Barrier Curbs**

The Owner acknowledges and agrees that the parking areas and entrances shall have barrier curbs and shall be constructed in accordance with the drawings of a

design professional, such drawings to be approved by the General Manager, Planning, Development and Building Services.

5. **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.

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, Development and Building Services.

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

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, Development and Building Services, including the installation of municipal numbering provided in a permanent location visible during both day and night and the installation of any street name sign on relevant streets. Notwithstanding the non-completion of the foregoing Works, occupancy of a lot or structure may otherwise be permitted, if in the sole opinion of the General Manager, Planning, Development and Building Services, the aforesaid Works are proceeding satisfactorily toward completion. The Owner shall obtain the prior consent of the General Manager, Planning, Development and Building Services for such occupancy in writing.

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

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

10. **Development Charges**

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

11. **Update to Plans and Studies**

The Owner acknowledges and agrees, prior to registration of this Agreement or issuance of a Commence Work Notification, to update the required plans or reports to address the comments from the formal review letter dated February 18, 2025 and further discussed between the applicant and the City of Ottawa on March 21, 2025, to the satisfaction of the General Manager, Planning, Development and Building Services Department. The Owner further acknowledges and agrees that the submission may necessitate changes to the plans and reports approved herein. If necessary, the Owner further acknowledges and agrees to provide all revised plans and reports to the General Manager, Planning, Development and Building Services Department prior to registration of this Agreement or the issuance of a Commence Work Notification.

The Owner acknowledges and agrees, prior to registration of this Agreement that conditions may be added or modified as a result of the update to plans or reports.

Special Conditions

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

13. **Transit Pads and Shelters**

The Owner shall locate, design and construct, at no cost to the City, paved transit passenger standing areas/shelter pads and shelters to the specifications of the City.

14. **Provision for Bus Bay and Taper**

The Owner shall design and construct a bus bay and the associated road taper as shown on the approved Site Plan to the satisfaction of the City.

15. **Relocate/ Adjust Lay-by/ Bus Stop**

The Owner shall relocate/adjust those OC-Transpo's lay-by/bus stops which will be impacted by the proposed new roadwork and private approaches to the site.

16. **Slope Stability**

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

17. **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, Development and Building Services with confirmation issued by the geotechnical engineer that the Owner has complied with all recommendations and provisions of the Report, prior to construction of the foundation and at the completion of the Works, which confirmation shall be to the satisfaction of the General Manager, Planning, Development and Building Services.

18. **Retaining Wall**

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

19. **Retaining Wall – Stability**

The Owner acknowledges and agrees to install the proposed retaining walls in accordance with the approved Retaining Wall Design and as shown on the approved plans, referenced in Schedule "E" hereto. The Owner shall provide written confirmation, satisfactory to the General Manager, Planning, Development and Building Services, that a Geotechnical Engineer/Professional Structural Engineer, licensed in the Province of Ontario, has inspected and confirmed that the retaining

walls have been constructed in accordance with the said approved Retaining Wall Design. The Owner further acknowledges and agrees to provide an Internal Compound Stability (ICS) analysis from a Geotechnical Engineer / Professional Structural Engineer, licensed in the Province of Ontario, that all retaining walls, which are greater than one metre in height have been checked for global stability, have a factor of safety of at least 1.5 for static conditions (as calculated through SLIDE) and 1.1 for seismic conditions is achieved, which shall be to the satisfaction of the General Manager, Planning, Development and Building Services. The report shall provide structural details of the retaining wall(s).

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

20. **Stormwater Management Memorandum**

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

21. **Stormwater Works Certification**

Upon completion of all stormwater management Works, the Owner acknowledges and agrees to retain the services of a Professional Engineer, licensed in the Province of Ontario, to ensure that all measures have been implemented in conformity with the approved Plans and Reports, referenced in Schedule "E" herein. The Owner further acknowledges and agrees to provide the General Manager, Planning, Development and Building Services with certificates of compliance issued by a Professional Engineer, licensed in the Province of Ontario, confirming that all recommendations and provisions have been implemented in accordance with the approved Plans and Reports referenced in Schedule "E" herein.

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

The Owner acknowledges and agrees to install and maintain in good working order the required roof-top and in-ground stormwater inlet control devices, as recommended in the approved Servicing and Stormwater Management Report, referenced in Schedule "E" herein. The Owner further acknowledges and agrees it shall assume all maintenance and replacement responsibilities in perpetuity. The Owner shall keep all records of inspection and maintenance in perpetuity, and shall provide said records to the City upon its request.

23. **Water Demand for Fire Fighting**

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

24. **Water Plant**

The Owner acknowledges and agrees that the water plant within the lands is a private watermain. The Owner further acknowledges and agrees that the private watermain and appurtenances thereto are to be maintained by the Owner at its own expense, in perpetuity. The Owner performing maintenance on critical infrastructure, such as private watermains and private fire hydrants, shall maintain adequate records as proof of having done so in accordance with applicable regulations, and that the records shall be retained for review by the City and or the Ottawa Fire Services when requested.

25. **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, Development and Building Services.

26. **Leak Survey**

The Owner acknowledges and agrees that the Water Plant and sewer service within the lands is a private system, including Private Services and sewer services and

appurtenances, and the Owner acknowledges and agrees that it is responsible for the operation, maintenance and/or replacement, in perpetuity, of the Private Services and sewer system, including the Private Watermains, private hydrants, private sanitary and storm sewer infrastructure (collectively the “private system”) which are located on the lands and that the Owner will retain copies of all the associated Work and maintenance contracts, and make said contracts available for inspection upon demand by the City.

Further, the Owner acknowledges and agrees to have a Professional Engineer, licensed in the Province of Ontario, conduct regular inspections of the water system and sewer system, which includes a leak detection survey at least every five (5) years and a video of the sanitary sewer system to check for major water infiltration into the private system. Copies of the inspection reports and videos shall be provided to the General Manager, Infrastructure and Water Services and Fire Services. The Owner further acknowledges and agrees that as part of the Owner’s ongoing maintenance responsibility for the private system, repairs to the system must be completed immediately to correct any deficiencies which contribute to water loss or leakage of infiltration within the private system. Any deficiencies shall be immediately reported to the City. The Owner acknowledges and agrees to notify the General Manager, Infrastructure and Water Services when such repairs have been completed.

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

The Owner acknowledges and agrees that all blasting activities will conform to the City’s Standard S.P. No. F-1201 entitled Use of Explosives, as amended. Prior to any blasting activities, a pre-blast survey shall be prepared as per S.P. No. F-1201, at the Owner’s expense, for all buildings, utilities, structures, water wells and facilities likely to be affected by the blast based on the location where explosives are to be used. In particular, a pre-blast survey shall be completed in accordance with Table 1 of S.P. No. F-1201. The standard inspection procedure shall include the provision of an explanatory letter to the owner or occupant and owner with a formal request for permission to carry out an inspection.

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 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, Development and Building Services, from a Professional Engineer, licensed in the Province of Ontario, that the site lighting has been constructed in accordance with the Owner's approved design plan.

29. Prior to registration of this Agreement or the issuance of a Commence Work Notification, the Owner acknowledges and agrees to provide the General Manager, Planning, Development and Building Services, with revised drawings and reports prepared by a Professional Engineer, licensed in the Province of Ontario, addressing the outstanding comments stated in the Formal Circulation Review comment letter dated February 18, 2025. The Owner further acknowledges and agrees that said drawings and reports shall be to the satisfaction of the General Manager, Planning, Development and Building Services Development, and all associated costs shall be the Owner's responsibility.

30. 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.

31. **Access Easement to City**

The Owner acknowledges and agrees it shall grant to the City, at the Owner's expense, a Blanket Easement over the lands, with the right and licence of free, uninterrupted, unimpeded and unobstructed access to the City to enter on and to pass at any and all times, on, over, along and upon the lands with or without vehicles, supplies, machinery and equipment for all purposes necessary or convenient to construct, maintain, repair and replace the Private Watermains, Private Service Posts and fire hydrants at the Owner's expense. The Owner acknowledges and agrees that notwithstanding the rights granted to the City under the grant of easement, the Owner remains responsible at all times for the maintenance, inspection, alteration, repair, replacement and reconstruction of the utility in the said lands during their term of use. The Owner acknowledges and agrees to provide an electronic copy of the Transfer of Easement prior to the execution of this Agreement by the City, to the satisfaction of the City Solicitor. All costs shall be borne by the Owner.

Telus

32. The Owner acknowledges and agrees to request locates prior to commencing construction.

33. The Owner acknowledges and agrees there is Telus underground structure in the vicinity of proposed construction and the following clearance is required:
a) Open cut method of construction: maintain a minimum clearance of 600 mm

horizontally on either side of TELUS facility and a minimum clearance of 300 mm vertically below TELUS facility, especially at crossings.

- b) Directional bore method of construction: maintain a minimum clearance of 1000 mm horizontally on either side of TELUS facility and a minimum clearance of 600 mm vertically below TELUS facility at crossings. TELUS facilities shall be exposed prior to crossing.

34. The Owner acknowledges and agrees to use hand-dig or hydro excavation (hydrovac) to expose TELUS infrastructure at all locations. Any other form of “mechanical” excavation is not accepted.

April 22, 2025



Date

Lily Xu,
Manager, Development Review South,
Planning, Development and Building
Services Department

Enclosure: Site Plan Control Application approval – Supporting Information

SITE PLAN CONTROL APPROVAL APPLICATION SUPPORTING INFORMATION

File Number: D07-12-24-0121

SITE LOCATION

401 Smyth Road, and as shown on Document 1.

SYNOPSIS OF APPLICATION

- The site is located on the north side of Smyth Road, east of Alta Vista Drive. The proposed 1Door4Care hospital expansion is proposed along the Ring Road frontages of the site, parallel to Smyth Road.
- The surrounding lands include the existing CHEO building and General Hospital campus to the north and east. The 1050-space vehicle parking garage currently under construction is adjacent to the subject site and is part of a separate Site Plan Control application (D07-12-22-0170). Located immediately to the south and west of the subject site is existing low-rise residential developments comprised largely of single detached dwellings and townhomes
- The site plan control application will facilitate the expansion of the existing CHEO facility by adding a new 6-storey 21,993m² wing under the 1Door4Care project. Vehicular access will be provided by both the existing roundabout in the subject lands as well as a new roundabout south of the proposed building. The existing roundabout will be modified to a one-way system, with the entrance on the western section of Ring Road, perpendicular to Smyth, and the exit on the southern section of Ring Road, parallel to Smyth. The new roundabout will both enter and exit on the western section of Smyth. A 28-space parking lot with 4 accessible spaces will be constructed immediately south of the new roundabout entrance, with an additional 12 spaces of surface parking provided near the south entrance to the proposed building. The remaining 25 parking spaces will be provided along the existing roundabout south of the existing hospital entrance. Overall vehicle access to the hospital via Smyth and the bus stop along the current roundabout will remain unchanged.
- One loading bay will be accessed through the southern portion of Ring Road parallel to Smyth. Bicycle parking will be provided along the southern entrance of the proposed building as well. Native trees and shrubs will be planted throughout the site.
- The project aims to meet the LEED silver certification rating and will incorporate a green roof.

Related Applications

D07-12-22-0170-Site Plan application for the 7-storey parking garage in support of the new facility

DECISION AND RATIONALE

This application is approved for the following reasons:

- The subject site is designated Neighbourhood within the Outer Urban Transect in the Official Plan. Smyth Road is designated as a Corridor – Mainstreet which permits up to high-rise buildings at this location. Large-scale institutions and facilities are permitted in the Mainstreet and Neighbourhood designations.
- The subject site is located within the boundaries of the Alta Vista / Faircrest Heights / Riverview Park Secondary Plan. No specific policies applicable to the CHEO property.
- The subject site is zoned Major Institutional (I2[370]F(1.5)) which permits the proposed use.
- The proposed development represents good planning.
- A number of outstanding issues, mainly related to transportation, have been discussed with the applicant and they acknowledge that site plan conditions may be modified/added to address the issues.

PARKLAND DEDICATION

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

CONSULTATION DETAILS

Councillor's Comments

Councillor Marty Carr was aware of the application related to this report.

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

Comments were received related to the protection of birds through the design of the building.

Response:

As much as feasible, the building has been designed to recognize the environmental context.

Technical Agency/Public Body Comments

Summary of Comments – Technical

There are a number of technical comments which remain outstanding, mainly related to transportation, and the applicant acknowledges that conditions may be modified/added as the comments are resolved.

Advisory Committee Comments

Summary of Comments – Advisory Committees

N/A

APPLICATION PROCESS TIMELINE STATUS

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

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Document 1 – Location Map

