



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

Site Location: 70 and 74 Nicholas Street

File No.: D07-12-21-0197

Date of Application: November 16, 2021

This SITE PLAN CONTROL application submitted by Timothy Beed, Fotenn Planning + Design, on behalf of Viking Rideau Corporation, is APPROVED as shown on the following plan(s):

1. **Level 1 Landscape Plan – CF Rideau Centre Registry Site**, Drawing No. L1.0, prepared by CSW, dated 2021-10-29, revision 6, dated 2023-03-16.
2. **Upper Terraces Landscape Layout - CF Rideau Centre Registry Site**, Drawing No. L1.2, prepared by CSW, dated 2021-10-29, revision 4, dated 2022-12-09.
3. **Landscape Details (Ground Level) - CF Rideau Centre Registry Site**, Drawing No. L2.0, prepared by CSW, dated 2021-10-29, revision 4, dated 2022-12-09.
4. **Site Plan - CF Rideau Centre Registry Site**, Drawing No A0-10, prepared by Zeidler Architecture, dated 2021-11-12, revision 6, dated 2023-03-15.
5. **East Elevation - CF Rideau Centre Registry Site**, Drawing No A4-01, prepared by Zeidler Architecture, dated 2021-11-12, revision 5 dated 2022-12-09.
6. **North & South Elevation - CF Rideau Centre Registry Site**, Drawing No A4-02, prepared by Zeidler Architecture, dated 2021-11-12, revision 5 dated 2022-12-09.
7. **West Elevation - CF Rideau Centre Registry Site**, Drawing No A4-03, prepared by Zeidler Architecture, dated 2021-11-12, revision 5 dated 2022-12-09.
8. **Site Servicing, Grading and Erosion and Sediment Control Plan - CF Rideau Centre Registry Site**, Drawing No. SPA-C101, prepared by Parsons Engineering, dated 2021-10-29, revision 6, dated 2023-04-10.
9. **Details - CF Rideau Centre Registry Site**, Drawing No. SPA-C102, prepared by Parsons Engineering, dated 2021-10-29, revision 6, dated 2023-04-10.
10. **Watermain Details and Sewer Tables - CF Rideau Centre Registry Site**, prepared by Parsons Engineering, Drawing No. SPA-C103, dated 2021-10-29, revision 6, dated 2023-04-10.

And as detailed in the following report(s):

1. **Environmental Noise Assessment - Rideau Centre Registry Project, 70 Nicholas Street, Ottawa, Ontario**, prepared by Gradient Wind Engineers & Scientists, Report: GW 21-097 - Environmental Noise, dated August 16, 2022.
2. **Site Servicing & Stormwater Management Report - CF Rideau Centre Registry Site, 70 Nicholas Street, Ottawa, Ontario**, prepared by Parsons Engineering, Project # 477846, dated December 2022.
3. **Phase I - Environmental Site Assessment - 70 Nicholas Street, Ottawa, Ontario**, prepared by Paterson Group, Report: PE5267 - 1R, dated January 25th, 2022.
4. **Phase II – Environmental Site Assessment – 70 Nicholas Street, Ottawa, Ontario**, prepared by Paterson Group, Report: PE5267-2, dated August 10, 2022.
5. **Transportation Impact Assessment Report –Rideau Centre**, prepared by Parsons, Project # 477881 – 01000, dated August 18, 2022.
6. **Geotechnical Investigation – 70 Nicholas Street, Ottawa, Ontario**, prepared by Paterson Group, Report# PG5801-1, Revision 2, dated November 9, 2021.
7. **A Cultural Heritage Impact Statement – City Registry Office – 70 Nicholas Street, Ottawa**, prepared by Commonwealth Historic Resource Management and Barry Padolsky Associates, dated November 2021, revised June 2022.
8. **Tree Information Report – Rideau Centre Registry Site**, Drawing No. TIR 01 and TIR 02, prepared by CSW, dated 29 October 2021.
9. **Road Modifications Approval (RMA) Report**, prepared by the City of Ottawa, RMA-2023-TPD-015, dated March 30, 2023.

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. 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. **Roadway Modifications**

The Owner agrees to complete all road modifications required to accommodate this development, as identified in the road modification approval report referenced in Schedule "E" hereto, and further acknowledges and agrees that it is responsible for all costs associated with the public roadway modifications.

12. **Permanent Features**

The Owner acknowledges and agrees that no permanent features shall be permitted above and below grade within the City's widened right-of-way or corner

sight triangle, including commercial signage, except as otherwise shown on the approved plans and reports referenced in Schedule "E" hereto.

13. **Temporary Encroachment into the City Right of Way**

For any zero lot line development adjacent to an arterial or collector road that will have an impact on mobility including sidewalks, cycling lanes or travelled lanes during the construction process must provide a constructability plan which indicates the impact on mobility and traffic prior to registration of the agreement and may be required to provide a traffic impact study based on the impacts on mobility during construction.

14. **Transportation Impact Assessment**

The Owner has undertaken a Transportation Impact Assessment for this site, referenced in Schedule "E" hereto, to determine the infrastructure and programs needed to mitigate the impact of the proposed development on the local transportation network and to establish the site design features needed to support system-wide transportation objectives. The Owner shall ensure that the recommendations of the Transportation Impact Assessment, are fully implemented, to the satisfaction of the General Manager, Planning, Real Estate and Economic Development.

15. **On-Site Parking - Notice on Title**

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 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, 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

16. **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.

17. **Para Transpo Access**

Prior to building occupancy, the Owner shall enter into an agreement with OC Transpo to allow Para Transpo services to access private property and use the driveway along the Nicholas Street frontage for 70-74 Nicholas Street, as well as for the Rideau Centre Dining Hall entrance (at the south-west corner of Nicholas Street / Daly Avenue), to the satisfaction of the General Manager of Transit Services Department, or their delegate. The Owner acknowledges and agrees that securities will not be reduced to below 50% until this agreement has been satisfied.

Traffic Management

18. **Traffic Camera**

The Owner acknowledges and agrees to pay for the installation of a traffic camera (to be installed by Public Works Department), at the intersection of Daly Avenue and Nicolas Street, to monitor traffic eastbound on Daly Avenue and change signal timing to help manage the volume with a lane loss during peak hours.

19. **Construction Management Plan**

The Owner acknowledges and agrees to provide a comprehensive construction management plan to the City of Ottawa Traffic Management group (tmconstruction@ottawa.ca) a minimum of 90 days in advance of construction or encroachments. Moreover, the owner also acknowledges that ongoing projects in the area will require coordination.

Blasting and O-Train Construction

20. **Pre-blast Survey**

The Owner acknowledges and agrees that a pre-blast survey shall be required as a result of this development and that it shall provide a pre-blast survey to the Rideau Transit Group and the Director, O-Train Construction, OTrain Right of Way and Rail operations (Program Manager- Rail Contracts) for review and approval by Rideau Transit group prior to any blasting activities. The Owner covenants and agrees it shall arrange for a pre-blast survey to be carried out by a Professional Engineer, licensed in the Province of Ontario, and in accordance with the Ontario Provincial

Standard Specification entitled "General Specification for the Uses of Explosives", Section 120.07.03, which states as follows:

- (a) A pre-blast survey shall be prepared for all buildings, utilities, structures, water wells, and facilities likely to be affected by the blast and those within 150 m of the location where explosives are to be used. The standard inspection procedure shall include the provision of an explanatory letter to the owner or occupant and owner with a formal request for permission to carry out an inspection.
- (b) The pre-blast survey shall include, as a minimum, the following information:
 - (i) Type of structure, including type of construction and if possible, the date when built.
 - (ii) Identification and description of existing differential settlements, including visible cracks in walls, floors, and ceilings, including a diagram, if applicable, room-by-room. All other apparent structural and cosmetic damage or defect shall also be noted. Defects shall be described, including dimensions, wherever possible.
 - (iii) Digital photographs or digital video or both, as necessary, to record areas of significant concern. Photographs and videos shall be clear and shall accurately represent the condition of the property. Each photograph or video shall be clearly labelled with the location and date taken.
- (c) A copy of the pre-blast survey limited to a single residence or property including LRT Tunnel, including copies of any photographs or videos that may form part of the report shall be provided to the owner of that residence or property, upon request.

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

- (a) 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, in particular, those within seventy-five (75) metres of the location where explosives are to be used. The standard inspection procedure shall include the provision of an explanatory letter to the owner or occupant and owner with a formal request for permission to carry out an inspection (the "Notification Letter").
- (b) The Owner acknowledges and agrees that the Notification Letter(s) shall be in compliance with City Standard S.P. No. F-1201 and to the satisfaction of

the General Manager, Planning, Real Estate and Economic Development. Pursuant to City Standard S.P. No. F-1201, the Owner or its agents, contractors and subcontractors shall provide written notice to all owners and tenants of any building and/or facility located within a minimum of one hundred and fifty (150) metres from the blasting location at a minimum of fifteen (15) business days prior to any blasting. The Owner further acknowledges and agrees that it shall provide a copy of the Notification Letter(s) to the General Manager, Planning, Real Estate and Economic Development prior to any blasting activities.

22. **Environmental Impacts**

- (a) The Owner acknowledges and agrees that due to the close proximity of the subject lands to the City's existing and future transit operations, including the light rail rapid transit system, the proposed development, subsequent owners and/or occupants may experience noise, vibration, electromagnetic interferences, stray current transmissions, smoke and particulate matter (collectively referred to as the "Interferences").
- (b) The Owner acknowledges and agrees that it has been advised by the City to apply reasonable attenuation measures with respect to the level of Interferences within the lands and on the proposed development.
- (c) The Owner acknowledges and agrees that a warning clause shall be included in all agreements of purchase and sale and lease agreements, as contained in Clause 27 herein below, in order to ensure subsequent owners and/or occupants are fully informed of the potential Interferences.

23. **Building/Construction Permit Drawings**

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

24. **Noise and Vibration Monitoring Plan**

The Owner acknowledges and agrees that a Noise and Vibration Monitoring Plan is to be developed and provided to the OTrain Right of Way and Rail operations (Program Manager- Rail Contracts). Noise and Vibration Monitoring reports are to be submitted to the Director, O-Train Planning Group throughout the duration of the

project. The Owner acknowledges and agrees that the reports are to conform to the requirements provided and to the satisfaction of the City.

Noise

25. Certification Letter for Noise Control Measures

- (a) The Owner acknowledges and agrees that upon completion of the development and prior to occupancy and/or final building inspection, it shall retain a Professional Engineer, licensed in the Province of Ontario with expertise in the subject of acoustics related to land use planning, to visit the lands, inspect the installed noise control measures and satisfy himself that the installed recommended interior noise control measures comply with the measures in the Environmental Noise Assessment Report referenced in Schedule "E" hereto, as approved by the City and/or the approval agencies and authorities (The Ministry of the Environment, Conservation and Parks) or noise thresholds identified in the City's Environmental Noise Control Guidelines. The Professional Engineer shall prepare a letter to the General Manager, Planning, Real Estate and Economic Development (the "Certification Letter") stating that he certifies 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.
- (b) The Certification Letter shall be unconditional and shall address all requirements as well as all relevant information relating to the development, including project name, lot numbers, building identification, drawing numbers, noise study report number, dates of relevant documents and in particular reference to the documents used for the building permits and site grading applications. The Certification Letter(s) shall bear the certification stamp of a Professional Engineer, licensed in the Province of Ontario, and shall be signed by said Professional Engineer, and shall be based on the following matters:
 - (i) Actual site visits, inspection, testing and actual sound level readings at the receptors;
 - (ii) Previously approved Detailed Noise Control Studies, Site Plan and relevant approved Certification Letters (C of A) or Noise thresholds of the City's Environmental Noise Control Guidelines; and
 - (iii) Non-conditional final approval for release for occupancy.
- (c) All of the information required in subsections (a) and (b) above shall be submitted to the General Manager, Planning, Real Estate and Economic Development, and shall be to his satisfaction.

26. **Noise Control Attenuation Measures**

The Owner acknowledges and agrees to implement the noise control attenuation measures recommended in the approved Environmental Noise Assessment Report, referenced in Schedule “E” hereto, as follows:

- (a) each unit is to be equipped with central air conditioning;
- (b) each unit is to be fitted with a forced air heating system and ducting, and shall be sized to accommodate central air conditioning;
- (c) further to subsection (b) above, the location and installation of any outdoor air conditioning device(s) shall comply with the noise criteria of the Ministry of the Environment, Conservation and Parks’ Publication NPC-216 entitled Environmental Noise Guidelines for Installation of Residential Air Conditioning Devices, dated September 1994, as amended, in order to minimize the noise impacts both on and off the immediate vicinity of the subject lands.
- (d) prior to the issuance of a building permit, a review of building components (windows, walls, doors) is required and must be designed to achieve indoor sound levels within the City’s and the Ministry of the Environment, Conservation and Parks’ noise criteria;
- (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 27 below.

27. **Noise Control Attenuation Measures - Notice on Title**

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 A – Increasing Roadway Traffic

“The Purchaser/Lessee for himself, his heirs, executors, administrators, successors and assigns acknowledges being advised that noise levels due to 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."

Geotechnical Engineering and Soils

28. Geotechnical Investigation

The Owner acknowledges and agrees that it shall retain the services of a geotechnical engineer, currently licensed in the Province of Ontario, to ensure that the recommendations of the Geotechnical Investigation Report (the "Report"), referenced in Schedule "E" hereto, 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.

29. 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. 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.

30. Record of Site Condition

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

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

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

31. **Soil Management**

The Owner acknowledges and agrees to retain an environmental consultant to identify areas on the subject lands where excess soils, fill and/or construction debris will be removed. If through further testing any of these materials are found to be contaminated, the Owner acknowledges and agrees to dispose, treat or recycle these materials at a waste disposal site or landfill licensed for that purpose by the Ministry of the Environment, Conservation and Parks.

32. **Revised Phase Two Environmental Site Assessment Report**

Prior to the issuance of the building permit, the Owner agrees to provide an update to the approved Phase Two Environmental Site Assessment Report. This update shall be in the form of an appendix and will include the remediation completion report and confirmatory sampling results, to the satisfaction of the General Manager, Planning, Real Estate and Economic Development.

Groundwater

33. **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

34. **Below Grade Parking Area and Depressed Driveways**

- (a) The Owner acknowledges and agrees 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 Owner further acknowledges and agrees that the City shall not be liable for flooding claims. The Owner further acknowledges that it is recommended that backwater valves be installed on catch basins located in depressed driveways.

- (b) The Owner acknowledges and agrees that a notice-on-title respecting below grade parking areas and depressed driveways, as contained in Clause 35 hereinafter, 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.

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

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

“The Purchaser/Lessee for himself, his heirs, executors, administrators, successors and assigns acknowledges being advised that during major storm events, depressed driveways and below grade parking areas may be subject to flooding due to drainage from the road allowance. The Purchaser/Lessee further acknowledges being advised that the City of Ottawa shall not be liable for flooding claims. Backwater valves are recommended for installation on catch basins located in depressed driveways.”

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

36. **Requirement for a Grease Interceptor**

In accordance with the City's Sewer Use By-law, being By-law No. 2003-514, as amended, the Owner acknowledges and agrees to install a grease interceptor on the internal sanitary plumbing system when a restaurant is established on the lands.

37. **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 approved Servicing and Stormwater Management Report, referenced in Schedule “E” hereto. 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.

38. **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.

39. **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.

40. **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" hereto. 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" hereto.

41. **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.

42. **Protection of City Sewers**

(a) Prior to the issuance of a building permit, the Owner shall, at its expense:

(i) provide the General Manager, Planning, Real Estate and Economic Development with the engineering report from a Professional

Engineer, licensed in the Province of Ontario, which report shall outline the impact of the proposed building's footing and foundation walls, on the City sewer system, that crosses the Nicholas Street and the proposed building frontages (the "City Sewer System") and the impact of the existing City Sewer System on the building's footing and foundation walls;

- (ii) obtain a legal survey acceptable to the General Manager, Planning, Real Estate and Economic Development and the City's Surveyor, showing the existing City Sewer System within Nicholas Street and the location of the proposed building frontage and its footings in relation to the City Sewer System;
 - (iii) obtain a video inspection of the City Sewer System within Nicholas Street and the location of the proposed building frontage prior to any construction to determine the condition of the existing City Sewer System prior to construction on the lands and to provide said video inspection to the General Manager, Planning, Real Estate and Economic Development.
- (b) Upon completion of construction on the lands, the Owner shall, at its expense and to the satisfaction of the General Manager, Planning, Real Estate and Economic Development:
- (i) obtain a video inspection of the existing City Sewer System within Nicholas Street and the location of the proposed building frontage to determine if the City Sewer System sustained any damages as a result of construction on the lands; and
 - (ii) assume all liability for any damages caused to the City Sewer System within Nicholas Street and the location of the proposed building frontage and compensate the City for the full amount of any required repairs to the City Sewer System.

Contamination

43. Off-Site Contamination Management Agreement

The Owner acknowledges and agrees that where contamination emanating from the site and impacting the City's rights-of-way is discovered during the course of the Works, the Owner shall notify the Manager, Realty Services immediately in writing and agrees to enter into an Off-Site Management Agreement with the City to address the contamination in the rights-of-way. The Owner shall be responsible

for all associated costs with the Off-Site Management Agreement, which agreement shall be to the satisfaction of the General Manager, Planning, Real Estate and Economic Development.

44. **Environmental Site Remediation Program**

The Owner acknowledges and agrees to implement an environmental site remediation program, as per the recommendations of the Phase II Environmental Site Assessment, referenced in Schedule "E" hereto, involving the excavation and off-site disposal of all impacted soil and the pumping treatment or off-site disposal of all impacted groundwater, which is to be completed concurrently with the site redevelopment. The Owner acknowledges and agrees that

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

Site Lighting

45. **Site Lighting Certificate**

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

PLANNING AND OTHER

Planning and Design

46. Exterior Elevation Drawings

The Owner acknowledges and agrees to construct the proposed building in accordance with the approved Elevation Plans, referenced in Schedule "E" hereto. The Owner further acknowledges and agrees that any subsequent proposed changes to the approved Elevations 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.

47. Maintenance and Liability Agreement for Landscaping

- (a) The Owner acknowledges and agrees it shall be required to enter into a Maintenance and Liability Agreement with the City for all plant and landscaping material (except City-owned trees), decorative paving and street furnishings placed in the City's right-of-way along Daly Avenue and for all plant and landscaping material (except City-owned trees), decorative paving and street furnishings placed in the City's right-of-way along Nicholas Street.
- (b) The Owner acknowledges and agrees that the Maintenance and Liability Agreement shall be registered on title, at the Owner's expense, immediately after the registration of this Agreement. The Owner acknowledges and agrees that it shall assume all maintenance and replacement responsibilities in perpetuity in accordance with the Maintenance and Liability Agreement. Site elements, as shown on the approved Site Plan and Landscape Plan referenced in Schedule "E" hereto, shall be subject to the Maintenance and Liability Agreement, including but not limited to:
 - (i) Planters.
 - (ii) Retaining Walls.
 - (iii) Benches, including planter-mounted benches.
 - (iv) Pavers.
 - (v) Bicycle Parking.
 - (vi) Bollards
 - (vii) Any approved signage installed by the Owner.

48. **Snow Storage – no interference with servicing**

In addition to the requirements of Clause 17 of Schedule “C” of the Agreement, the Owner further acknowledges and agrees that any portion of the subject lands which is intended to be used for snow storage shall not interfere with the servicing of the subject lands.

49. **Archaeological**

- (a) The Owner acknowledges and agrees that should potential archaeological resources be encountered during excavation activities, all Work in the area must stop immediately and the Owner shall contact a provincially licensed archaeologist.
- (b) The Owner acknowledges and agrees that if during the process of development deeply buried/undetected archaeological remains are uncovered, the Owner shall immediately notify the Archaeology Section of the Ontario Ministry of Tourism, Culture and Sport.
- (c) The Owner acknowledges and agrees that in the event that human remains are encountered during construction, the Owner shall immediately contact the police, the Ministry of Tourism, Culture and Sport and the Registrar of Cemeteries, Cemeteries Regulation Unit, Ministry of Consumer and Business Services, Consumer Protection Branch.

Waste Collections

50. **Waste Collection - residential units**

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.

51. **Waste Collection - non-residential / commercial units**

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.

Trees

52. New Trees

All trees to be planted in the City Right-of-Way shall be done so in Silva Cells or technological equivalent, to the satisfaction of the General Manager of the Planning, Real Estate and Economic Development Department.

Public Art and Heritage

53. On-site Art Installation(s)

(a) The Owner acknowledges and agrees that it shall provide a proposal for an art installation(s) to the Manager of Development Review Central for review and acceptance, prior to the issuance of any above-grade building permits and/or the registration of the site plan agreement.

(b) The Owner acknowledges and agrees to install art to the satisfaction of the General Manager of the Planning Real Estate and Economic Development Department, or their delegate, prior to building occupancy. The art installation(s) must be at least one (1) of the following:

- (i) An art installation on the glass wall of the mall entrance;
- (ii) An art installation on the interior wall of the mall entrance;
- (iii) A mix of art projections and installations on walls or in the plaza; or
- (iv) A mural on the retaining wall along Daly Avenue.

(c) The Owner acknowledges and agrees that it shall assume all maintenance and replacement responsibilities for all art installation(s) in perpetuity.

54. Public Art Installation – Arts Court

The Owner acknowledges that a public art installation will be constructed at Arts Court (2 Daly Avenue). The public art incorporates a large, illuminated display / digital billboard that faces the public realm of Nicholas Street, generally across the street from 70 and 74 Nicholas Street. The public art installation has been approved and authorized by the City of Ottawa and will adhere to the City's by-laws.

55. Conservation Measures – Heritage

That the applicant implements the conservation measures identified in the approved Conservation Plan prepared by Commonwealth Historic Resource Management and Barry Padolsky Associates Inc., dated April 26, 2022.

56. Monitoring Measures – Heritage

That the applicant submits reports monitoring the condition of the historic structure before and after the building is relocated, from a professional engineer with heritage experience, to the satisfaction of Heritage Planning and Building Code Services.

57. **Material Samples – Heritage**

That the applicant provides material samples for any new material to be used on the historic building to Heritage staff's satisfaction, prior to the issuance of a building permit.

Parkland

58. **Cash-in-Lieu of Parkland**

The Owner shall pay cash-in-lieu of parkland in accordance with the Parkland Dedication By-law of the City of Ottawa, as well as the fee for appraisal services. The monies are to be paid at the time of execution of the Site Plan Agreement.

Common Elements

59. **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 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 located in the common property; 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 60 (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 that transfers all legal and financial obligations required under the Joint Use, Maintenance and Liability

Agreement to future owners, successors and assigns in title of the subject lands.

Signs

60. Installation of Signs on Private Property

The Owner acknowledges and agrees it shall obtain approval from the Chief Building Official, Building Code Services prior to installation of any signs on the subject lands, as depicted on the Site Plan referenced in Schedule 'E' hereto. The Owner further acknowledges and agrees that any such signs shall be installed in a location to the general satisfaction of the Chief Building Official, Building Code Services and the General Manager, Planning, Real Estate and Economic Development, and in accordance with the City's Permanent Signs on Private Property By-law No. 2016-326, as amended.

Environmental

61. Bird-Safe Design

The Owner acknowledges and agrees that the project will be constructed using bird-safe glass and/or other integrated measures as specified in Guideline 2 of the City's Bird-Safe Design Guidelines in the locations shown on the Elevations referenced in Schedule "E" hereto, to reduce the risks to birds associated with transparent and/or reflective surfaces. This includes the application of measures meeting the City's specifications to a minimum of 90% of the glass within the first 16 metres of height or to the height of the adjacent mature tree canopy, whichever is greater, and to a minimum height of 4 m from the surface of any green roof, rooftop garden or terrace. This further includes the use of bird-safe glass to reduce the risks associated with design traps such as glass corners, fly-through conditions, glass railings or parapets as described in Guideline 3.

Conveyances to the City of Ottawa

62. Corner Sight Triangle

Prior to registration of this Agreement, the Owner acknowledges and agrees to convey to the City, at no cost to the City, an unencumbered corner sight triangle measuring 5 metres x 5 metres at the intersection of Daly Avenue and Nicholas Street. The exact location and area of the corner sight triangle must be determined by legal survey. The Owner shall provide a reference plan for registration, indicating the corner sight triangle, to the City Surveyor for review 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.

63. **Road Widening**

Prior to registration of this Agreement, the Owner acknowledges and agrees to convey to the City, at no cost to the City, an unencumbered road widening across the complete Nicholas Street frontage of the lands, measuring 10m from the centreline of the road surface of the abutting right-of-way, and up to a maximum of 1.7m. The exact widening 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.

May 23, 2023

Date



Andrew McCreight
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: D07-12-21-0197

SITE LOCATION

70 and 74 Nicholas Street, and as shown on **Document 1**.

SYNOPSIS OF APPLICATION

The subject property is the site of a former City Registry Office, which is designated under Part IV of the Ontario Heritage Act. The site is located on the block bounded by Nicholas Street, Daly Avenue, Colonel By Drive, and Mackenzie King Bridge, in the Sandy Hill/ByWard Market neighbourhoods. The site is approximately 2,986 square metres in area, with approximately 107 metres of frontage along Nicholas Street and 38 metres of frontage along Daly Avenue.

To the north of the site is a multi-level publicly accessible parking garage with access from Daly Avenue. Further north is Rideau O-Train Station and the ByWard Market. To the east are institutional uses and Ottawa Youth Hostel. The buildings east of the property along with the City Registry Office form part of the Judicial District, a heritage building cluster that also includes the Albion Hotel, former Courthouse, and Jail. The subject property is bordered to the south by the Mackenzie King Bridge. Further south is the main campus of Ottawa University as well as UOttawa Station and the Rideau Canal Eastern Pathway. To the west is the CF Rideau Centre and further west is the central business district of Ottawa, Ottawa City Hall, and the Federal Parliament buildings.

The purpose of the Site Plan Control application is to accommodate the development of two high-rise, mixed-use buildings of 20 storeys and 21 storeys, including a total of approximately 280 apartment dwelling units above at-grade retail space. The development proposes the relocation of the City Registry Office further north on the site to be integrated into the base of the new development. Retail space with outdoor seating space is also proposed. Lobby and amenity spaces are proposed in the first three storeys, as well as 251 bicycle parking spaces accessed from the south end of the building. There is 6,796 square metres of total amenity space provided, including 2,020 square metres of communal amenity area.

The applicant is proposing a new two-level, 103-space, underground parking garage accessed from a new vehicle ramp via Nicholas Street at the south end of the subject property.

A Minor Zoning By-law Amendment application was also submitted at the same time as the Site Plan Control application, which has been approved and is in full force and effect as of September 21, 2022. The rezoning removed the subject property from the Heritage Overlay and added two exceptions, being to allow a minimum of 15 visitor motor vehicle parking spaces to be required and a minimum of 9.5% of the ground floor to be occupied by active uses as listed in Section 193(2).

DECISION AND RATIONALE

Official Plan

The proposal development is consistent with the Official Plan, including policies that support intensification near rapid transit, consideration of built-form, public realm and heritage.

Zoning By-law

As noted above, the proposed development was previously subject to a Zoning By-law amendment application, which added site-specific standards to allow for the proposed development. The Council-approved Zoning came into effect on September 21, 2022. This site plan control applications adheres to the permissions and provisions of the Council-approved zoning, which is Mixed-Use Downtown Zone, Urban Exception 2820, Schedule 57 ("MD[2820]S57).

Design Guidelines

The Urban Design Guidelines for High-Rise Buildings apply to this development. These urban design guidelines are to be used during the review of development proposals to promote and achieve appropriate high-rise development. The design of this site generally adheres to the guidelines and is deemed appropriate for the site and surrounding context.

Rationale for Conditions of Approval

It is staff's opinion that the proposed site design represents good land use planning, and the conditions of approval will allow for the appropriate development and servicing of the site. The conditions reflect the servicing, environmental, transportation and planning requirements of the site based on the approved plans and reports.

PARKLAND DEDICATION

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

URBAN DESIGN REVIEW PANEL

The Site Plan Control application was subject to the Urban Design Review Panel process. An informal meeting was held on July 9, 2021 and a formal review meeting was held on April 1, 2022. The Panel's recommendations were successful in aiding in the implementation of the following:

- Positive changes to the public realm (public art)
- Reducing the perceived bulk of the building
- Expansion of the space between the Registry Building and the lobby
- Revisions of the base and study of patterns, rhythm, and abstraction of elements on the Registry building

ROAD MODIFICATIONS

There are road modifications associated with this site plan control application, as detailed in the Road Modifications Approval (RMA) Report hereto, referenced in Schedule 'E'.

CONSULTATION DETAILS

Councillor's Comments

Councillor Stephanie Plante 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.

Technical Agency/Public Body Comments

All technical agency correspondence was forwarded to the applicant, and the applicant was advised to contact technical agencies directly for additional information and requirements.

Advisory Committee Comments

N/A

APPLICATION PROCESS TIMELINE STATUS



This Site Plan application was not processed by the On Time Decision Date established for the processing of an application that has Manager Delegated Authority due to the complexity of the application, including the concurrent Zoning By-law amendment application, and development of special conditions for this unique site and development.

Contact: Eric Forhan, Development Review Planner,

Tel: 613-580-2424, ext. 21891 or e-mail: eric.forhan@ottawa.ca

Document 1 – Location Map



		LOCATION MAP / PLAN DE LOCALISATION SITE PLAN / PLAN D'EMPLACEMENT	
D07-12-21-0197	22-1099-D	 70, 74 rue Nicholas Street	
HCO\2022\Site_Plan\Nicholas_70_74			
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