



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

Site Location: 2040 Arrowsmith Drive

File No.: D07-12-23-0014

Date of Application: February 21, 2023

This SITE PLAN CONTROL application submitted by SHS Consulting, on behalf of Wigwamen Incorporated, is APPROVED pursuant to conditions/upon resolution of the conditions stated in this report

And the following plans are approved:

1. **Wigwamen, 2040 Arrowsmith Drive, Site Plan**, Drawing No. A000, prepared by Vandenberg & Wildeboer Architects, dated 2022, Revision 12 dated Mar 9/26.
2. **Wigwamen, 2040 Arrowsmith Drive, Elevations**, Drawing No. A200, prepared by Vandenberg & Wildeboer Architects, dated 2022, Revision 1 dated December 20, 2022.
3. **Wigwamen, 2040 Arrowsmith Drive, Elevations**, Drawing No. A201, prepared by Vandenberg & Wildeboer Architects, dated 2022, Revision 1 dated December 20, 2022.
4. **Proposed 6-Storey Mixed-Use Building, 2040 Arrowsmith Drive, Existing Conditions, Removals & Abandonment Plan**, Drawing No. C-5 of 18, prepared by D.B. Gray Engineering Inc., dated DEC 19-22, Revision 7 dated FEB 24-26.
5. **Proposed 6-Storey Mixed-Use Building, 2040 Arrowsmith Drive, Existing Conditions, Removals & Abandonment Plan**, Drawing No. C-6 of 18, prepared by D.B. Gray Engineering Inc., dated DEC 19-22, Revision 5 dated NOV 29-22.
6. **Proposed 6-Storey Mixed-Use Building, 2040 Arrowsmith Drive, Existing Conditions, Removals & Abandonment Plan**, Drawing No. C-7 of 18, prepared by D.B. Gray Engineering Inc., dated DEC 19-22, Revision 5 dated NOV 29-22.
7. **Proposed 6-Storey Mixed-Use Building, 2040 Arrowsmith Drive, Grading Plan and Erosion & Sediment Control Plan (North)**, Drawing No. C-8 of 18, prepared by D.B. Gray Engineering Inc., dated DEC 19-22, Revision 7 dated FEB 24-26.
8. **Proposed 6-Storey Mixed-Use Building, 2040 Arrowsmith Drive, Grading Plan and Erosion & Sediment Control Plan (South)**, Drawing No. C-9 of 18, prepared by D.B. Gray Engineering Inc., dated DEC 19-22, Revision 7 dated FEB 24-26.

9. **Proposed 6-Storey Mixed-Use Building, 2040 Arrowsmith Drive, Notes**, Drawing No. C-10 of 18, prepared by D.B. Gray Engineering Inc., dated DEC 19-22, Revision 8 dated FEB 24-26.
10. **Proposed 6-Storey Mixed-Use Building, 2040 Arrowsmith Drive, Schedules**, Drawing No. C-11 of 18, prepared by D.B. Gray Engineering Inc., dated DEC 19-22, Revision 8 dated FEB 24-26.
11. **Proposed 6-Storey Mixed-Use Building, 2040 Arrowsmith Drive, Details**, Drawing No. C-12 of 18, prepared by D.B. Gray Engineering Inc., dated DEC 19-22, Revision 7 dated FEB 24-26.
12. **Proposed 6-Storey Mixed-Use Building, 2040 Arrowsmith Drive, Pre-Development Drainage Plan**, Drawing No. C-13 of 18, prepared by D.B. Gray Engineering Inc., dated DEC 19-22, Revision 7 dated FEB 24-26.
13. **Proposed 6-Storey Mixed-Use Building, 2040 Arrowsmith Drive, Post Development Drainage Plan (Stormwater Management)**, Drawing No. C-14 of 18, prepared by D.B. Gray Engineering Inc., dated DEC 19-22, Revision 7 dated FEB 24-26.
14. **Proposed 6-Storey Mixed-Use Building, 2040 Arrowsmith Drive, Post Development Drainage Plan (Sub-Catchment Areas)**, Drawing No. C-15 of 18, prepared by D.B. Gray Engineering Inc., dated DEC 19-22, Revision 7 dated FEB 24-26.
15. **Proposed 6-Storey Mixed-Use Building, 2040 Arrowsmith Drive, Plan and Profile**, Drawing No. C-16 of 18, prepared by D.B. Gray Engineering Inc., dated DEC 6-24, Revision 5 dated FEB 24-26.
16. **Proposed 6-Storey Mixed-Use Building, 2040 Arrowsmith Drive, Plan and Profile**, Drawing No. C-17 of 18, prepared by D.B. Gray Engineering Inc., dated DEC 6-24, Revision 5 dated FEB 24-26.
17. **Proposed 6-Storey Mixed-Use Building, 2040 Arrowsmith Drive, Plan and Profile**, Drawing No. C-18 of 18, prepared by D.B. Gray Engineering Inc., dated DEC 6-24, Revision 5 dated FEB 24-26.

And as detailed in the following report(s):

1. **Geotechnical Investigation**, prepared by EXP Services Inc., dated February 2, 2023
2. **Phase One Environmental Site Assessment**, prepared by Dillon Consulting, dated January 7, 2022.
3. **Phase One Environmental Site Assessment – Letter of Reliance**, prepared by Dillon Consulting, dated August 22, 2022.
4. **Tree Protection Plan for 2040 Arrowsmith drive, Ottawa**, prepared by IFS Associates, dated March 10, 2026.
5. **Transportation Noise & Vibration Assessment**, prepared by Gradient Wind, dated January 20, 2023.
6. **Site Lighting Certificate**, prepared by Smith and Andersen, dated February 2, 2023.
7. **Flow Control Roof Drainage Declaration**, prepared by Smith & Anderson and Cunliffe & Associates Inc., dated November 26, 2025.

8. **FUS Classification Declaration for Multi Storey Buildings**, prepared by D.B. Gray Engineering Inc. and Ralph Vandenberg, Permit application # D07-12-23-0014, dated November 25, 2025.

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

General Conditions

1. **Lapsing of Approval**

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

2. **Update to Plans and Reports**

The Owner acknowledges and agrees, prior to the preparation of the Site Plan Agreement or issuance of a Commence Work Notification or issuance of a conditional building permit, to update the list of required plans and studies listed below to address the comments from the formal review letter/EMAIL dated April 10, 2026, and letter dated January 23, 2026, 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 preparation of the Site Plan Agreement or the issuance of a Commence Work Notification.

- i) Landscape Plan (Drawing No. L.1)
- ii) Site Servicing Plans (Drawing Nos. C1-C4)
- iii) Site Servicing Study and Stormwater Management Report

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, Development and Building Services.

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, Development and Building Services, any property of the City, including, but not limited to, sidewalks, curbs and boulevards, which is damaged as a result of the subject development.

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. **Demolition Permit**

The Owner acknowledges and agrees to obtain a Demolition Permit for the dwelling/building currently located on the property, and to remove said dwelling/building. A Demolition Permit shall not be issued prior to the payment of any applicable fees and securities, and any other requirements specified below to

the satisfaction of the General Manager, Planning, Development and Building Services.

12. **Designated Substances Survey**

Prior to demolition of any existing buildings located on the lands described in Schedule "A" herein, the Owner acknowledges and agrees to complete a designated substances survey and submit the findings and recommendations for the proper handling and disposal of waste as identified in said survey, to the satisfaction of the General Manager, Planning, Development and Building Services, and in accordance with Best Management Practices. The survey shall address, but not be limited to:

- a. O.Reg. 278/05: Designated Substance - Asbestos on Construction Projects and in Buildings and Repair Operations under the Occupational Health and Safety Act, R.S.O. 1990, c.O.1, as amended (O.Reg. 278/05);
- b. Guideline - Lead on Construction Projects, prepared by the Ontario Ministry of Labour - Occupational Health and Safety Branch, published September 2004 and revised April 2011, as amended;
- c. O.Reg. 213/91: Construction Projects under the Occupational Health and Safety Act, R.S.O. 1990, c.O.1, as amended (O.Reg. 213/91);
- d. Registration Guidance Manual for Generators of Liquid Industrial and Hazardous Waste, prepared by the Ontario Ministry of the Environment, Conservation and Parks, published April 1995 and revised January 2016, as amended, to be used in conjunction with R.R.O. 1990, Reg. 347: General-Waste Management under the Environmental Protection Act, R.S.O. 1990, c.E.19, as amended (R.R.O. 1990, Reg. 347);
- e. R.R.O. 1990, Reg. 362: Waste Management – PCB's under the Environmental Protection Act, R.S.O. 1990, c.E.19, as amended (R.R.O. 1990, Reg. 362).

Special Conditions

13. **Contribution Agreement**

The owner acknowledges and agrees that the City shall secure site plan securities, as referenced in Schedule "B" hereto, through the withholding of funding from the City, the particulars of which will be outlined in a Contribution Agreement between the Owner and the City (the "Pre-Development Loan Agreement"). The Contribution Agreement implementing the withholding provisions shall be provided to the satisfaction of the General Manager, Planning, Development & Building Services, prior to the issuance of an occupancy permit. If the Contribution Agreement is not received at the time of the request for the issuance of an occupancy permit, the Owner acknowledges and agrees to submit securities at a rate of 100% of Total Estimated Cost of Works on public property and 50% of Total Estimated Cost of Works on private property and as indicated on Schedule "B" hereto.

14. **Contribution Agreement Securities**

Subject to Condition 13 above, the Owner acknowledges and agrees that the required security, in the amount \$50,000, hereto will be secured by the withholding of milestone payments in the Contribution Agreement and that said milestone payments will continue to be withheld until all site Works, including but not limited to, sanitary sewers, storm sewers, stormwater management Works, watermain Works, landscaping Works and road Works, have been completed to the satisfaction of the General Manager, Planning, Development and Building Services.

15. **Storm Sewer Extension in City ROW**

The Owner acknowledges and agrees that the proposed storm sewer extension within the City's right-of-way (the "Works"), as generally shown on the approved Site Servicing Plan (Arrowsmith Dr Storm Sewer), referenced in Schedule "E" hereto, shall be designed and constructed at the Owner's sole expense, to the satisfaction of the General Manager, Planning, Development and Building Services.

16. **Utility Circulation Application**

The Owner acknowledges and agrees that, for the proposed storm sewer and watermain extension within the City's right-of-way, the Owner shall, at the Owner's sole expense, complete a Utility Circulation application with the City and obtain clearance/acceptance of same, prior to the issuance of a Commence Work Notification and prior to the commencement of any construction of the Works, all to the satisfaction of the City.

17. **CLI ECA**

The Owner acknowledges and agrees that, for the proposed storm sewer extension within the City's right-of-way (the "Works"), the Owner shall, at the Owner's sole expense, obtain the required CLI Environmental Compliance Approval (CLI ECA) prior to the issuance of a Commence Work Notification and prior to the commencement of any construction of the Works, to the satisfaction of the General Manager, Planning, Development and Building Services.

18. **ECA for Services Crossing Property Lines**

The Owner acknowledges and agrees that the Owner shall obtain associated required Environmental Compliance Approval(s) (ECA) (including any required EASR filing/registration and any amendments) for the shared storm services, as applicable, and shall provide proof of such approval(s)/registration(s) to the satisfaction of the General Manager, Planning, Development and Building Services, prior to the issuance of a Commence Work Notification and prior to the construction of any shared services crossing property lines.

Multi-Use Pathway

19. **Pedestrian Easement**

Prior to the registration of this Agreement, the Owner shall grant to the City, at no cost to the City, an unencumbered 6.0-metre easement for Parts 1, 2, 3, 4 5, 6 and 7 on Plan 4R-37552 from the southern edge of the property that abutting the existing City MUP to the Arrowsmith Drive, as shown on the approved Wigwamen, 2040 Arrowsmith Drive Site Plan, Drawing No. A000, referenced in Schedule "E"

hereto, to the satisfaction of the City. The Owner shall provide a Reference Plan for registration, indicating the pedestrian access easement, to the City Surveyor for review and approval prior to its deposit in the Land Registry Office. Such reference plan must be tied to the Horizontal Control Network in accordance with the municipal requirements and guidelines for referencing legal surveys. The Owner acknowledges and agrees to provide an electronic copy of the Transfer and a copy of the deposited reference plan to the City Solicitor prior to registration of the easement. All costs shall be borne by the Owner.

20. The Owner acknowledges and agrees to undertake 100 percent of the works to construct a 3.0-metre-wide asphalt multi-use pathway, between the parking lot and landscaped lawn, as part of the site plan works, and as shown on the approved plans, to City standards and to the satisfaction of the General Manager, Planning, Development and Building Services Department.
21. The Owner acknowledges and agrees that securities for the final design and construction of the multi-use pathway shall not be released until the pathway works have been completed to the satisfaction of the General Manager, Planning, Development and Building Services Department. This includes providing depressed curbs. Sodding and similar grades to the finished MUP is expected on the southern and northern ends. This shall be completed to the satisfaction of the General Manager, Planning, Development and Building Services Department.
22. **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.
23. **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 dated February 2, 2023 (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.
24. **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 Grading plan and Erosion & Sediment Control Plan referenced in Schedule "E" hereto, which shall be designed and prepared by a Professional Structural Engineer, licensed in the Province of Ontario, to the satisfaction of the General Manager, Planning, Development and Building Services. The Owner shall provide confirmation to the General Manager, Planning, Development and Building Services that the

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

25. **Retaining Wall – Stability**

The Owner acknowledges and agrees to install the proposed retaining walls in accordance with the approved Retaining Wall Design as shown on the approved Grading plan and Erosion & Sediment Control Plan, both referenced in Schedule “E” hereto. The Owner shall provide written confirmation, satisfactory to the General Manager, Planning, Development and Building Services, that a Geotechnical Engineer/Professional Structural Engineer, licensed in the Province of Ontario, has inspected and confirmed that the retaining walls have been constructed in accordance with the said approved Retaining Wall Design. 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.

26. **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 Site servicing plan dated December 19 2022 and site servicing study & Stormwater Management Report dated December 21, 2022, 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.

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

The Owner acknowledges and agrees to install and maintain in good working order the required roof-top and in-ground stormwater inlet control devices, as recommended in the approved Site servicing plan dated December 19 2022 and site servicing study & Stormwater Management Report dated December 21, 2022, 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.

28. **Leak Survey**

The Owner acknowledges and agrees that the sanitary sewer service within the lands is a private system, including 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 sanitary 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 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.

29. **Private Approach Detail**

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

OR

The Owner acknowledges and agrees that all private approaches serving the proposed development shall be designed and constructed, at the sole expense of the Owner, in accordance with the City’s “Curb Return Entrances – Uncontrolled Intersections” Plan, Drawing No. SC7.1, dated March 2007 and revised March 2021, and the Owner shall comply with the City’s Private Approach By-law, being No. 2003-447, as amended.

30. **Noise Control Attenuation Measures**

The Owner acknowledges and agrees to implement the noise control attenuation measures recommended in the approved Transportation Noise and Vibration Assessment, referenced in Schedule “E” of this Agreement, 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, dated 1993, and the Environmental Noise Guidelines for Installation of Residential Air Conditioning Devices, dated September 1994, as amended, in order to minimize the noise impacts both on and off the immediate vicinity of the subject lands;

(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. A letter shall be prepared by a qualified professional and provided to the General Manager, Planning, Development and Building Services confirming the plans submitted for building permit issuance have incorporated any and all mitigation measures to achieve the required indoor sound levels;

(e) upon completion of the development and prior to occupancy and/or final building inspection, a professional engineer, licensed in the Province of Ontario with expertise in the subject of acoustics related to land use planning, shall be retained to visit the lands, inspect the installed noise control measures and satisfy themselves that the installed recommended interior noise control measures comply with the measures in the Transportation Noise and Vibration Assessment referenced in Schedule "E" hereto. The professional engineer shall prepare, sign and stamp a letter to the General Manager, Planning, Development and Building Services (the "Certification Letter") stating that they certify acoustical compliance with all requirements of the applicable conditions in this Agreement, to the satisfaction of the General Manager, Planning, Development and Building Services.

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

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

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

Type B – Increasing Roadway Traffic

"The purchaser/lessee for themselves, their heirs, executors, administrators, successors and assigns, acknowledges being advised that despite the inclusion of noise control features in this development and within building units, noise levels from increasing roadway 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 themselves, their 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 Owner hereby acknowledges and agrees:

- i. The proximity of the proposed development of the lands described in Schedule "A" hereto (the "Lands") to the City's existing and future transit operations, may result in noise, vibration, electromagnetic interferences, stray current transmissions, smoke and particulate matter (collectively referred to as "Interferences") to the development
- ii. It has been advised by the City to apply reasonable attenuation measures with respect to the level of the Interferences on and within the Lands and the proposed development; and
- iii. The Owner acknowledges and agrees all agreements of purchase and sale and lease agreements, and all information on all plans and documents used for marketing purposes, for the whole or any part of the subject lands, shall contain the following clauses which shall also be incorporated in all transfer/deeds and leases from the Owner so that the clauses shall be covenants running with the lands for the benefit of the owner of the adjacent road:

'The Transferee/Lessee for himself, his heirs, executors, administrators, successors and assigns acknowledges being advised that a public transit light-rail rapid transit system (LRT) is proposed to be located in proximity to the subject lands, and the construction, operation and maintenance of the LRT may result in environmental impacts including, but not limited to noise, vibration, electromagnetic interferences, stray current transmissions, smoke and particulate matter (collectively referred to as the Interferences) to the subject lands. The Transferee/Lessee acknowledges and agrees that despite the inclusion of noise control features within the subject lands, Interferences may continue to be of concern, occasionally interfering with some activities of the occupants on the subject lands.

The Transferee covenants with the Transferor and the Lessee covenants with the Lessor that the above clauses verbatim shall be included in all subsequent lease agreements, agreements of purchase and sale and deeds conveying the lands described herein, Wigwamen Incorporated 2040 Arrowsmith Drive, Ottawa: Transportation Noise & Vibration Assessment 14

which covenants shall run with the lands and are for the benefit of the owner of the adjacent road.'

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.

32. **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 Department, 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 Department, 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 Department, 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 Department.

May 6, 2026

Date

Allison Hamlin
Manager, Development Review All Wards,
Planning, Development and Building
Services Department

Enclosure: Site Plan Control Application approval – Supporting Information



SITE PLAN CONTROL APPROVAL APPLICATION SUPPORTING INFORMATION

File Number: D07-12-23-0014

SITE LOCATION

2040 Arrowsmith Drive, and as shown on Document 1.

SYNOPSIS OF APPLICATION

2040 Arrowsmith Drive is located in the Beacon Hill South – Cardinal Heights neighbourhood. It is a large and irregularly shaped lot. The lot is approximately 6,000 square metres in area and has frontage along Arrowsmith Drive, a local road. The rear lot line abuts Regional Road 174 (the Queensway).

The existing right-of-way provides access to neighbouring condominiums (CCC 11 and CCC 25).

There is existing residential development to the north, east, and west. The site is well connected to diverse land uses within a 15-minute walk. This includes shops, services, food, schools and childcare facilities, greenspaces, and parks.

A multi-use pathway (MUP) between Blair Station and Montreal Station has been constructed along the south side of site, along Regional Road 174. A new MUP, via a pedestrian access easement, will be registered on this subject property to connect to the aforementioned MUP.

The site is currently in use by the Gloucester Emergency Food Cupboard (GEFC), a local food bank. This existing building will be demolished to accommodate a 6-storey mixed-use building with 403 square metres of non-residential Gross Floor Area (GFA) and 50 residential units. All the residential units are rental and affordable to low- and moderate-income households. The existing community centre use, the food bank, will continue on the ground floor of the new building.

A total of 71 vehicle parking spaces will be provided at grade: 17 for clients and staff of the GEFC, 10 visitors, and 44 residential parking spaces. A total of 29 bicycle parking

spaces will be provided. A total of 64 square metres of amenity area is proposed for the residents, via a large indoor common room.

The garbage enclosure for the residential use is located inside the building. The garbage enclosure area for the food bank is 0.85 metre from the side lot line, is screened by a retaining wall and fence, and also abuts the garbage area for CCC 25.

Residential Units and Types

| Dwelling Type | Number of Units |
|----------------------|------------------------|
| Apartment | 50 |
| Stacked | |
| Townhouse | |
| Semi-detached | |
| Detached | |

Related Applications

N/A

DECISION AND RATIONALE

This application is approved for the following reasons:

- The proposal aligns with applicable Official Plan policies for this area. The property is in the Outer Urban Transect and designated Evolving Neighbourhood per Schedule A and B3 of the Official Plan (2022). Permitted buildings heights in neighbourhoods is low-rise, except where existing zoning allows for greater building heights, or in areas characterized by taller buildings (Policy 6.3.1 (2)). Both exceptions apply to 2040 Arrowsmith Drive.
- The proposal is in conformity with Zoning By-law Amendment adopted by City Council on February 19, 2025, By-law 2025-87, which rezoned the site to Residential Fifth Density Zone, Subzone AA, Urban Exception 3022 (R5AA [3022]).
- The proposed site design represents good planning.

PARKLAND DEDICATION

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

CONSULTATION DETAILS

Councillor's Comments

Councillor Tim Tierney is 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.

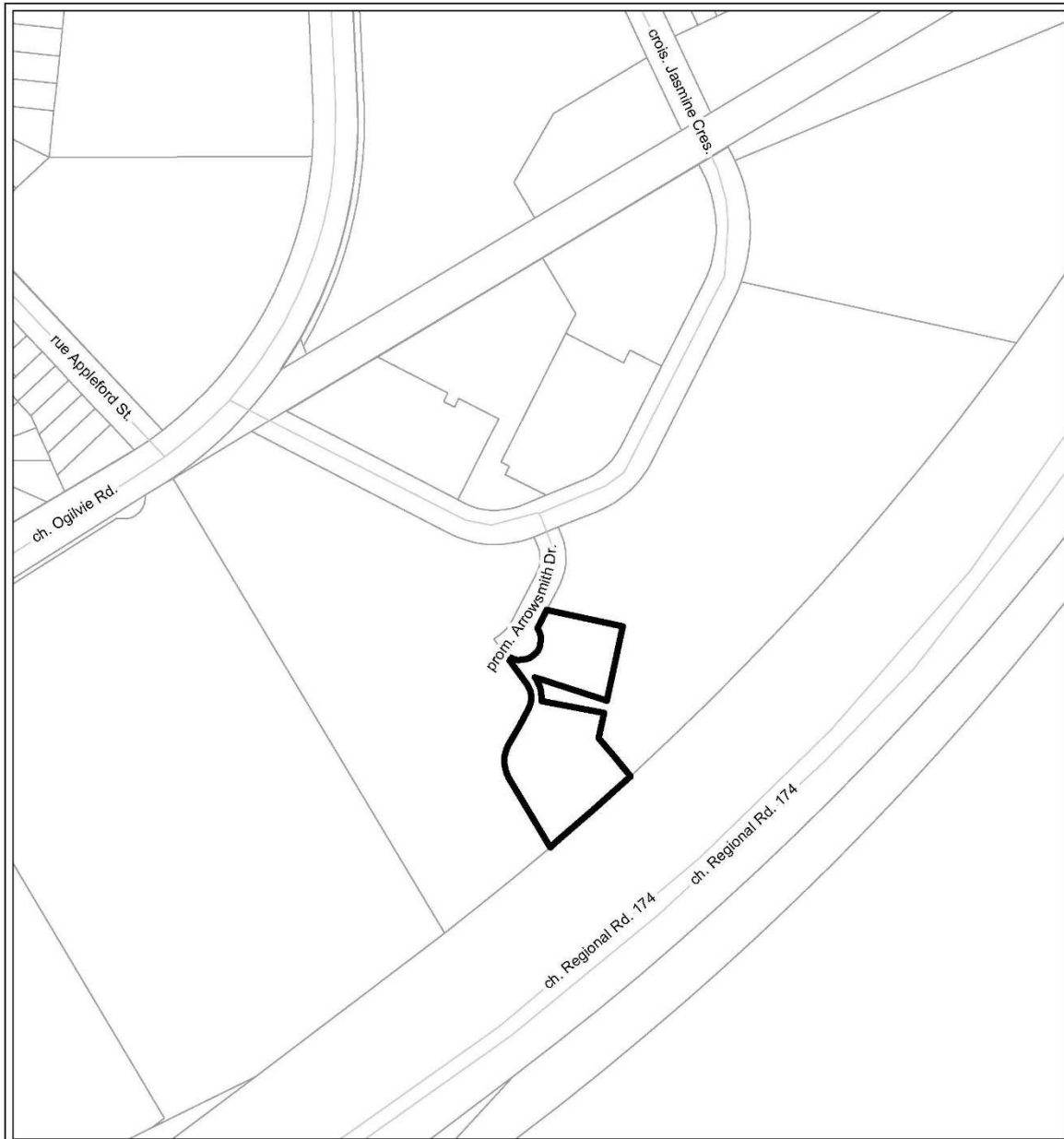
APPLICATION PROCESS TIMELINE STATUS

This Site Plan application was not was not processed by the On Time Decision Date. The Council approved timeline has not been met due to the complexity of the issues associated with ownership transfer, easements and servicing.

Contact: Shoma Murshid - Tel: 613-580-2424, ext. 15430; or, e-mail:

Shoma.Murshid@ottawa.ca

Document 1 – Location Map



| | | | |
|--|-----------|--|--|
|  | | LOCATION MAP / PLAN DE LOCALISATION ZONING KEY PLAN / SCHÉMA DE ZONAGE SITE PLAN / PLAN DE EMPLACEMENT | |
| D02-02-23-0009 | 23-0144-X | | |
| D07-12-23-0014 | | | |
| I:\CO\2023\Zoning\Arrowsmith_2040 | | | |
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| REVISION / RÉVISION - 2023 / 02 / 10 | | | |
| | |  2040 promenade Arrowsmith Drive |  <small>NOT TO SCALE</small> |