



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

Site Location: 150 Kanata Avenue

File No.: D07-12-21-0153

Date of Application: September 28, 2021

This SITE PLAN CONTROL application submitted by PH Robinson Consulting Inc, on behalf of Investment Kanata Properties Inc., is APPROVED as shown on the following plan(s):

1. **Phase 1 – Site Plan**, drawing A050 prepared by Rossmann Architecture dated April 12, 2023, Revision 1.19 dated June 20, 2023.
2. **Phase 2 – Site Plan**, drawing A050.1 prepared by Rossmann Architecture dated April 12, 2023, Revision 1.19 dated June 20, 2023.
3. **Landscape Plan Phase 1**, drawing L.1 prepared by James B Lennox & Associates Inc. dated August 2021, revision 11 dated June 14, 2023
4. **Landscape Plan Phase 2**, drawing L.2 prepared by James B Lennox & Associates Inc. dated August 2021, revision 11 dated June 14, 2023
5. **Elevations – West Building**, drawing A301 prepared by Rossmann Architecture dated March 3, 2023, Revision 1.11 dated March 2, 2023.
6. **Elevations – West Building**, drawing A302 prepared by Rossmann Architecture dated March 3, 2023, Revision 1.11 dated March 2, 2023.
7. **Elevations – Middle Section**, drawing A303 prepared by Rossmann Architecture dated March 3, 2023, Revision 1.11 dated March 2, 2023.
8. **Elevations – Middle Section**, drawing A304 prepared by Rossmann Architecture dated March 3, 2023, Revision 1.11 dated March 2, 2023.
9. **Elevations – East Building**, drawing A305 prepared by Rossmann Architecture dated March 3, 2023, Revision 1.11 dated March 2, 2023.
10. **Elevations – East Building**, drawing A306 prepared by Rossmann Architecture dated March 3, 2023, Revision 1.11 dated March 2, 2023.
11. **Front and Rear Elevation**, drawing A307 prepared by Rossmann Architecture dated March 3, 2023, Revision 1.11 dated March 2, 2023.
12. **Technical and General Specifications, Legend and Notes Location**, drawing C-201 prepared by Equipe Laurence Ingenierie Civile dated September 15, 2021, revision 2 dated June 14, 2023.
13. **Plan View Existing Items, Demolition and Erosion and Sediment Control Plan**, drawing C-202 prepared by Equipe Laurence Ingenierie Civile dated September 15, 2021, revision 2 dated June 14, 2023.

14. **Site Grading and Drainage Plan Phase 1**, drawing C-203A prepared by Equipe Laurence Ingenierie Civile dated September 15, 2021, revision 2 dated June 14, 2023.
15. **Site Grading and Drainage Plan Phase 1 and 2**, drawing C-203B prepared by Equipe Laurence Ingenierie Civile dated September 15, 2021, revision 2 dated June 14, 2023.
16. **Site Servicing Plan and Drainage Area**, drawing C-204 prepared by Equipe Laurence Ingenierie Civile dated September 15, 2021, revision 2 dated June 14, 2023.
17. **Site Servicing Plan and Drainage Area**, drawing C-204A prepared by Equipe Laurence Ingenierie Civile dated September 15, 2021, revision 2 dated June 14, 2023
18. **Standard Sections and Details**, drawing C-205 prepared by Equipe Laurence Ingenierie Civile dated September 15, 2021, revision 2 dated June 14, 2023
19. **Standard Sections and Details II**, drawing C-206 prepared by Equipe Laurence Ingenierie Civile dated September 15, 2021, revision 2 dated June 14, 2023
20. **Fire Hydrant Coverage Map**, drawing C-207 prepared by Equipe Laurence Ingenierie Civile dated September 15, 2021, revision 2 dated June 14, 2023

And as detailed in the following report(s):

1. **Stormwater Management and Serviceability Report, Revision 9 – LIB Kanata, Kanata Avenue and Maritime Way**, prepared by Equipe Laurence, dated 2023-03-17.
2. **Geotechnical Investigation – Proposed Mixed-Use Development, 150 Kanata Avenue & 1200 Canadian Shield Avenue, Kanata, Ontario**, prepared by Pinchin, Project #290435.001, revision 4, dated July 28, 2023.
3. **Geotechnical Investigation – Slope Stability Analysis, 150 Kanata Avenue & 1200 Canadian Shield Avenue, Kanata, Ontario**, prepared by Pinchin, Project #290435.001, revision 2, dated July 28, 2023.
4. **Tree Conservation Report**, prepared by Stantec Consulting Ltd, dated September 16, 2022
5. **Phase One Environmental Site Assessment**, prepared by Pinchin Ltd dated June 30, 2021.
6. **Environmental Impact Study – EMD Kanata**, prepared by Stantec Consulting Ltd, dated May 2, 2022.
7. **REVISED TIA Strategy Report and response to first round comments from City**, prepared by Castleglenn Consultants, dated May 25, 2022
8. **TIA Addendum No 1**, prepared by Castleglenn Consultants, dated July 6, 2022
9. **Noise Impact Feasibility Study**, prepared by J.E Coulter Associates Ltd., dated September 24, 2021

And subject to the following General and Special Conditions:

General Conditions

1. The Owner shall enter into a standard site development agreement consisting of the following conditions. In the event the Owner fails to enter into such agreement

within one year, this approval shall lapse.

2. **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.

3. **Barrier Curbs**

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

4. **Water Supply for Fire Fighting**

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

5. **Reinstatement of City Property**

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

6. **Construction Fencing**

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

7. **Construct Sidewalks**

The Owner shall design and construct sidewalk(s) within public rights-of-way or on other City owned lands to provide a pedestrian connection from or to the site as may be determined by the General Manager, Planning, Real Estate and Economic Development. Such sidewalk(s) shall be constructed to City Standards.

8. **Extend Internal Walkway**

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

9. **Completion of Works**

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

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

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

10. **Development Charges**

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

Special Conditions

Roads Right-of-Way and Traffic

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

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.”

12. **Private Approach Detail**

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.

13. **Private Access**

The Owner acknowledges and agrees that all private accesses to Roads shall comply with the City’s Private Approach By-Law being By-Law No. 2003-447 as amended, or as approved through the Site Plan control process.

Noise

14. **Noise Control Attenuation Measures**

The Owner acknowledges and agrees to implement the noise control attenuation measures recommended in the approved Noise Impact Feasibility Study, referenced in Schedule “E” of this Agreement, as follows:

- (a) each unit is to be equipped with central air conditioning;
- (b) further to subsection (a) above, the location and installation of any outdoor air conditioning device(s) shall comply with the noise criteria of the Ministry of the Environment, Conservation and Parks’ Publication NPC-216, dated 1993, and the Environmental Noise Guidelines for Installation of Residential Air Conditioning Devices, dated September 1994, as amended, in order to minimize the noise impacts both on and off the immediate vicinity of the subject lands.
- (c) prior to the issuance of a building permit, a review of building components (windows, walls, doors) is required and must be designed to achieve indoor sound levels within the City’s and the Ministry of the Environment, Conservation and Parks’ noise criteria. A letter shall be prepared by a qualified professional and provided to the General Manager, Planning, Real Estate and Economic Development confirming the plans submitted for building permit issuance have incorporated any and all mitigation measures to achieve the required indoor sound levels;

- (d) upon completion of the development and prior to occupancy and/or final building inspection, a Professional Engineer, licensed in the Province of Ontario with expertise in the subject of acoustics related to land use planning, shall be retained to visit the lands, inspect the installed noise control measures and satisfy themselves that the installed recommended interior noise control measures comply with the measures in the Noise Impact Feasibility Study referenced in Schedule “E” hereto. The Professional Engineer shall prepare, sign and stamp a letter to the General Manager, Planning, Real Estate and Economic Development (the “Certification Letter”) stating that they certify acoustical compliance with all requirements of the applicable conditions in this Agreement, to the satisfaction of the General Manager, Planning, Real Estate and Economic Development;
- (e) notice respecting noise shall be registered against the lands, at no cost to the City, and a warning clause shall be included in all agreements of purchase and sale or lease agreements, as detailed in clause 15 below.

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

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

Type B – Increasing Roadway Traffic

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

Type C – Forced Air Heating System and Ducting

“The Purchaser/Lessee for himself, his heirs, executors, administrators, successors and assigns acknowledges being advised that this dwelling unit has been fitted with a forced air heating system and the ducting, etc. was sized to accommodate central air conditioning. Installation of central air conditioning by the Purchaser/Lessee 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 for himself, his heirs, executors, administrators, successors and assigns acknowledges and agrees it shall identify the location and install any outdoor air conditioning device(s) so as to 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.”

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.”

Ending Paragraph

“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.”

ENGINEERING

Geotechnical Engineering and Soils

16. **Slope Stability**

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

17. **Geotechnical Investigation**

The Owner acknowledges and agrees that it shall retain the services of a geotechnical engineer, licensed in the Province of Ontario, to ensure that the recommendations of the Geotechnical Investigation (the “Report”), referenced in Schedule “E” herein, are fully implemented. The Owner further acknowledges and agrees that it shall provide the General Manager, Planning, Real Estate and Economic Development with confirmation issued by the geotechnical engineer that the Owner has complied with all recommendations and provisions of the Report, prior to construction of the foundation and at the completion of the Works, which confirmation shall be to the satisfaction of the General Manager, Planning, Real Estate and Economic Development.

18. **Retaining Wall**

The Owner agrees to submit to the General Manager, Planning, Real Estate and Economic Development, 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 Site Grading and Drainage 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, Real Estate and Economic Development. The Owner shall provide confirmation to the General Manager, Planning, Real Estate and Economic Development that the Professional Structural Engineer has inspected and confirmed that the retaining walls have been constructed in accordance with the approved retaining wall details.

19. **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 Site Grading and Drainage Plan, both referenced in Schedule "E" hereto. The Owner shall provide written confirmation, satisfactory to the General Manager, Planning, Real Estate and Economic Development, that a 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, Real Estate and Economic Development. 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.

Civil Engineering

20. **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.”

21. **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.

22. **Stormwater Works Certification**

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

23. **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 Stormwater Management and Serviceability Report, referenced in Schedule “E” herein. The Owner further acknowledges and agrees it shall assume all maintenance and replacement responsibilities in perpetuity. The Owner shall keep all records of inspection and maintenance in perpetuity and shall provide said records to the City upon its request.

24. **Water Demand for Fire Fighting**

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

25. **Leak Survey**

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

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

Blasting

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

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

Site Lighting

27. **Site Lighting Certificate**

- (a) In addition to the requirements contained in Clause 19 of Schedule “C” hereto, the Owner acknowledges and agrees, prior to the issuance of a building permit, to provide the City with a certificate from an acceptable professional engineer, licensed in the Province of Ontario, which certificate shall state that the exterior site lighting has been designed to meet the following criteria:

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

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

The Owner shall supply to the General Manager, Planning, Real Estate and Economic Development, one set of mylar or plastic film as-constructed road, grading and service drawings including the location of all Works, certified under seal by a Professional Engineer, licensed in the Province of Ontario, for City records upon Acceptance and Approval of the Works. Furthermore, the Owner shall provide the As-built Drawings and the attribute data for the Works in a form that is compatible with the City's computerized systems.

PLANNING AND OTHER

Planning and Design

29. **Maintenance and Liability Agreement for Landscaping**

The Owner acknowledges and agrees it shall be required to enter into a Maintenance and Liability Agreement with the City, for those elements which are to be located in the City's Kanata Avenue, "Laneway" and Maritime Way rights-of-way, as shown on the approved Landscape Plans referenced in Schedule "E" herein, including all plant and landscaping material (except municipal trees), stairs, walkways. The Maintenance and Liability Agreement shall be registered on title, at the Owner's expense, immediately after the registration of this Agreement. The Owner shall assume all maintenance and replacement responsibilities in perpetuity.

30. **Phasing**

The Owner acknowledges and agrees that the proposed development will be constructed in Phases as shown on the approved Site Plans referenced in Schedule "E" herein. The Owner acknowledges and agrees that this Site Plan Approval is subject to the Owner entering into an Amending Site Plan Agreement, for the lands shown as Phase 2 on the approved Phase 2 Site Plan referenced in Schedule "E" herein, the payment of any applicable fees and securities, and any other requirements that the City may require, all to the satisfaction of the General Manager, Planning, Real Estate and Economic Development.

Waste Collections

31. **Waste Collection**

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.

AND

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.

Environmental

32. **Bird Friendly 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 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.

33. **Butternut Trees**

The owner acknowledges and agrees that Butternut Trees are present adjacent the subject site therefore the owner is required to satisfy the Ontario Ministry of Environment, Conservation and Parks (MECP) with respect to the Endangered Species Act (ESA). Prior to work along the property line, a survey for butternut trees shall be completed and any required tree protection fence installed as per MECP requirements (25 or 50 m or as per the direction of the Forester) and possibly other compensation measure for Butternut Tree harm to be determined by MECP. Proof of compliance shall be provided to the General Manager prior to commencement of work.

Parks

34. **Cash-In-Lieu of Conveyance of Parkland**

Prior to registration of the Site Plan Agreement, the Owner acknowledges and agrees to pay cash-in-lieu of conveyance of parkland as referenced in Schedule "B" herein. Pursuant to the City's Parkland Dedication By-law, being By-law No. 2022-280, as amended, 40% of said funds collected shall be directed to City wide funds, and 60% shall be directed to Ward 4 funds. The Owner shall also pay the parkland appraisal fee of \$800.00 plus H.S.T. of \$104.00, as referenced in Schedule "B" herein.

AGENCIES

School

35. **Notice on Title - School Accommodation**

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 Ottawa-Carleton District School Board has pupil accommodation concerns for this dwelling unit. The Purchaser/Lessee agrees to inform prospective purchasers or tenants in all subsequent agreements of purchase and sale and lease agreements that school accommodation pressures exist in the Ottawa-Carleton District School Board, which are currently being addressed by the utilization of portable classrooms and/or by directing students to school outside their community."

"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. **Protection of Public Park Land**

- (a) The Owner shall neither deposit, nor permit to be deposited, fill, snow, debris, building materials, granular, excavated materials, topsoil or construction equipment, nor allow vehicle parking, storage or access for any purposes on the Park Land. Furthermore, the Owner shall neither remove nor permit to be removed any fill, topsoil, trees, vegetation or shrubs from on the Park Land, without the prior consent of the General Manager, Planning, Real Estate and Economic Development.
- (b) The Owner shall install and maintain temporary fencing adjacent to Bill Teron Park. The markers and temporary fencing shall be of a type and placed in such a location and at such times as are satisfactory to the General Manager, Planning, Real Estate and Economic Development.

- (c) The Owner shall install tree protection fencing around the tree(s) to be retained within the Park Land. Fencing shall be installed prior to any site Works and shall be maintained in good order throughout the construction period. Any removal or revisions to the location of protection fencing shall be to the satisfaction of the General Manager, Planning, Real Estate and Economic Development.
- (d) Trees or shrubs which have been or are hereafter removed from the Park Land or damaged due to construction in contravention of the Site Plan Agreement shall, at the City's option, be replaced by the Owner, at the expense of the Owner, with nursery stock of a variety and quality equivalent to or better than the trees and/or shrubs removed. In addition, compensation will be provided for all trees removed from the Park Land as determined by staff using accepted tree evaluation methods.

37. **Private Cost Sharing Agreement**

Prior to the registration of this Agreement, the Owner acknowledges and agrees that they shall enter into a private cost sharing agreement with the owner of 180 Kanata Avenue for the cost of the construction of the City Laneway including lighting and landscaping. The owner acknowledges and agrees to provide written correspondence from the owner of 180 Kanata Avenue confirming that an agreement is in place. All costs shall be borne by the Owner.

38. **Acquisition Securities**

Prior to the registration of this Agreement, the Owner acknowledges and agrees that it is required to provide securities as a result of its acquisition of the subject lands from Ottawa Community Lands Development Corporation ("OCLDC") instrument OC215559, dated July 20, 2022. These securities are separate from the securities required in respect of the Works further to this site plan approval. The Owner agrees to provide a separate Letter of Credit, in the amount of \$401,000.00 in favour of OCLDC, representing the development commitments within Phase One, as established within the Development Agreement, a schedule of the Agreement of Purchase and Sale, instrument OC2515576, dated July 20, 2022

39. **Easement**

Prior to the registration of this Agreement, The Owner acknowledges and agrees it shall obtain from the City, at the Owner's expense, an Easement over Part 3 Plan 4R34759, for the use and maintenance of the proposed driveway, servicing, landscaping and pedestrian access. The Owner acknowledges and agrees that the Owner remains responsible at all times for the maintenance, inspection, alteration, repair, replacement and reconstruction of the driveway, landscaping and utility in the said lands during their term of use. The Owner acknowledges and agrees to provide an electronic copy of the Transfer of Easement prior to the execution of this Agreement by the City, to the satisfaction of the City Solicitor. All costs shall be borne by the Owner.

40. **Consent to Enter**

Prior to the issuance of Building Permit, the Owner acknowledges and agrees it

shall obtain from the City, at the Owner's expense, a Consent to Enter for construction within Part 3, Plan 4R34759.

41. **General and Special Conditions for Site Plan Approval:**

The Owner agrees to submit to the General Manager, Planning, Real Estate and Economic Development, prior to issuance of a building permit, a revised Site Grading Plan and Structural Retaining Wall design (if greater than one meter in height) for the lands north of the site access in between 150 Kanata Ave and 180 Kanata Ave to show how the property ties into the laneway and 180 Kanata Avenue. All drawings shall be designed and prepared by a Professional Engineer, licensed in the Province of Ontario, to the satisfaction of the General Manager, Planning, Real Estate and Economic Development

42. **Environmental Impact**

The Owner acknowledges and agrees that the construction of the site plan shall be in accordance with the recommendations of the Environmental Impact Statement.



February 7, 2024

Date

Allison Hamlin
(Acting) Manager, Development Review, West
Planning, Real Estate and Economic
Development Department

Enclosure: Site Plan Control Application approval – Supporting Information

SITE PLAN CONTROL APPROVAL APPLICATION SUPPORTING INFORMATION

File Number: D07-12-21-0153

SITE LOCATION

150 Kanata Avenue, and as shown on Document 1.

SYNOPSIS OF APPLICATION

- The site is currently vacant and heavily wooded. The subject lands are located on the north side of Kanata Avenue east of Maritime Way and south of Campeau Drive in the Kanata Town Centre. The site is characterized by rocky Canadian Shield topography which slopes from Bill Teron Park down to Kanata Avenue.
- Immediately to the north of the site is Bill Teron Park, a naturalized woodland park. South of the site, beyond Kanata Avenue, is a shopping centre with associated parking. Immediately west of the site is a City-owned laneway to be constructed by the adjacent landowner. The site is within 300 metres of the Terry Fox Transit Station, which is identified as a future LRT station
- In 2013, City Council approved the recommendations of Report ACS2013-PAI-REP-0010 and deemed a large part of the parcel of land formally known as 6301 Campeau Drive surplus to City needs and placed them under the control of the Ottawa Community Lands Development Corporation (OCLDC) (the City's arm's length development branch). In 2021, the applicant entered into a purchase and sale agreement with the OCLDC to purchase the lands and subsequently submitted applications to the City to develop the site.

The proposed development is a mixed-use, mid-rise building with heights up to nine storeys along Kanata Avenue and up to 11 storeys along Maritime Way connected by a one-storey lobby at the corner of Kanata Avenue and Maritime Way. The project includes 1100 square metres of ground floor commercial space fronting Kanata Avenue. Access to the site will be provided by Maritime Way and a public laneway on the west side of the site. The proposed development will include 400 residential units and 420 parking spaces.

- Access to the site will be taken from a new public laneway located west of the site to be constructed with 180 Kanata Avenue, including drive aisles, layby parking and lighting. This laneway provides the opportunity for future pedestrian access into Bill Teron Park. Between the building and new laneway, an enhanced landscaped and patio area is proposed to provide a space for public gathering.

Residential Units and Types

Dwelling Type	Number of Units
Apartment	400
Stacked	0
Townhouse	0
Semi-detached	0
Detached	0

Related Applications

The following applications are related to this proposed development:

- Zoning By-law Amendment – D02-02-21-0109

DECISION AND RATIONALE

This application is approved for the following reasons:

- The proposal conforms to the Town Centre policies of the Official Plan by providing a mix of land uses at transit-supportive densities in proximity to the Terry Fox Rapid Transit Station. •
- The proposal conforms to the Kanata Town Centre Secondary Plan of the Official Plan by providing a mix of commercial and residential uses by providing an enhanced landscaped and patio area along the public laneway to provide the opportunity for public gathering.
- The proposal complies with the provisions of the zone on the site approved by Council on November 9, 2022 (File No. D02-02-21-0109).
- The development introduces intensification in a manner which conforms to the Official Plan and is consistent with the relevant design guidelines. The development has been designed to encourage active transportation use and is located within walking distance of a future rapid transit station. The development fits within the existing and planned context and is a compatible use.
- The development represents good planning.

PARKLAND DEDICATION

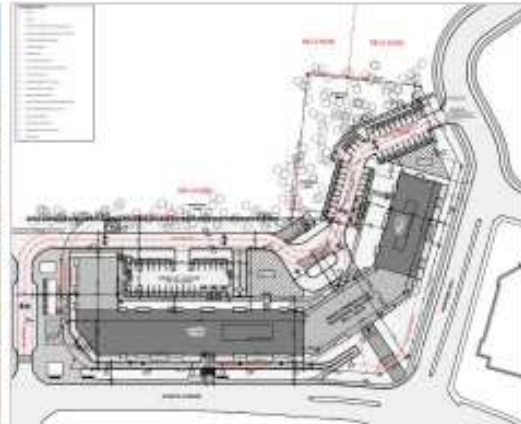
Parkland dedication, in accordance with By-law 2022-280, is being satisfied within this approval through the taking of cash-in-lieu of parkland as detailed in the above conditions.

URBAN DESIGN REVIEW PANEL

The Site Plan Control application was subject to the Urban Design Review Panel process. A formal review meeting was held on May 6, 2022.

The panel's recommendations from the formal review meeting are:

150 KANATA AVENUE | Formal Review | Zoning By-law Amendment and Site Plan Control Application | EMD – Batimo Group; P H Robinson Consulting; Rossmann Architecture; James B. Lennox & Associates Inc.



Summary

- The Panel appreciates the improvements made to the proposal, including the driveway connectivity, which responds positively to the adjacent development.
- The Panel is cognizant of the site's challenges and recognizes the project's urban aspirations. However, there are still significant concerns with the grading and the building's relationship to the sidewalk and the street. From an accessibility perspective, the grade differential issue needs to be addressed, given that the grade change creates a barrier between the public sidewalk and makes the development feel disconnected from the public realm.
- The Panel provided recommendations on how to break up the long façade and to address the corner expression for a more urban appearance.

Architectural Expression

- The Panel notes the building appears co-planar at the base, middle and top, and the colour blocking of the upper levels is less successful at articulating the massing. Furthermore, the upper brick and wood grain treatment does not create a clear datum line, and the upper balcony treatment detracts from the street wall expression. The proponent should consider recessing the balconies and breaking the long wing with a reveal.
- The entrances could be highlighted by introducing pedestrian scale elements such as canopies to signal the location of the building's residential lobby.

- The Panel appreciates the proponent's efforts to work with the adjacent property owner to create a unified public realm; however, concerns remain with the grade differential between the public sidewalk and the ground level that results in a ramped entry condition that limits the usable pedestrian space.
- The Panel recommends that the proponent re-examine the corner treatment at the intersection and, instead of a wrap-around condition, explore a two-building approach.
- The Panel believes the building would improve significantly if the east corner were more prominent. The proponent should consider an L-shape expression instead of a 45-degree angle or a taller middle section. Alternatively, the building could be broken into two separate masses to open up the views to the north and provide access to the amenities at the rear and the natural landscape beyond.

Grading

- The Panel appreciates the changes made at the east corner, but new challenges have emerged as a result, including internal building circulation. Although more blasting will be required to have the building brought down to grade, the proponent should lower the ground floor to street level creating a more urban condition.
- The canopy, signage, and the finer grain detailing are appreciated, but the Panel believes the retail's success depends on the building being at street level.
- The residential lobby entrance at the parking garage level should be reconsidered, given that the sunken entrance creates more challenges than it solves.

Site Plan and Internal Layout

- The Panel finds the interior layout of the building confusing in that the entrance on the corner leads to the parking garage. Connections to the Lobby along Kanata Avenue should be improved.
- The Panel questions the at-grade rear parking lot layout as it is unclear how deliveries and moving trucks would circulate. The proponent should consider moving some of the at-grade parking underground to free up space for a private outdoor amenity area. Additionally, there is a concern with the parking ramp for Phase 1, which should be reconsidered.
- The proponent should consider removing the first band of double-loaded driveways on P1 on Kanata Avenue and replacing it with liner retail at the street level. The loss of parking spaces can be relocated by adding another level of underground level parking in Phase 2.
- It was suggested the proponent revise the stairs on the north side as there may be some building code issues.

Public Realm

- The Panel has significant concerns with the building's relationship to the street, given the change in grade, which does not benefit the proposal. The proponent should consider lowering the building down to the grade of the surrounding sidewalks, thereby reducing the slope on the east corner for a building to create a more urban feel.
- The Panel believes the landscaped plaza at the corner, accessing the residential entrance at the basement level, is problematic as the resulting sloped landscape on either side creates a more suburban entry condition rather than an urban plaza.
- The number of parking spaces at the rear of the site impacts the site's porosity and interferes with connectivity to the natural landscape to the north. The Panel recommends the proponent reduce the number of parking spaces, relocate them underground, and implement a woonerf or a layby lane for drop-off, which would be more appropriate.
- The proponent should consider streetscape lighting, bus stops, pedestrian lights, and bollards for a more urbanized public realm.
- There is an opportunity to bring elements of the Canadian Shield, such as rocks and pines, into the site as part of Kanata's natural landscape.

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

- Improving the accessibility of the commercial units by revising the site grading to provide barrier free access.
- Increasing heights along the laneway improve the interface and match the proposed building at 180 Kanata Avenue.
- Reducing the height of the portion of the building at the corner of Kanata Avenue and Maritime Way to create a feeling of openness.
- Improving the interface of parking spaces to the units at the rear of the site.
- Improving site circulation by relocating the parking garage ramp.

CONSULTATION DETAILS

Councillor's Comments

Councillor Cathy Curry was aware of the application related to this report. Councillor has concurred with the proposed conditions of approval.

Public Comments

This application was subject to the City's Public Notification and Consultation Policy for site plan applications. There were public comments received online and staff considered these comments.

APPLICATION PROCESS TIMELINE STATUS

This Site Plan application was not processed by the On Time Decision Date, due to the complexity of engineering issues.

Contact: Lisa Stern Tel: 613-580-2424, ext. 21108 or e-mail: Lisa.Stern@ottawa.ca

