

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

Site Location: 135 Lusk Street

File No.: D07-12-21-0201

Date of Application: November 18, 2021

This SITE PLAN CONTROL application submitted by Rod Price, on behalf of 2441736 Ontario Inc., is APPROVED as shown on the following plan(s):

- 1. Notes and Legends Plan, NL-1, prepared by Stantec Consulting Ltd., dated Jan. 15, 2021, revision 2 dated 22.08.30
- 2. **Existing Conditions Plan, EX-1,** prepared by Stantec Consulting Ltd., dated Jan. 15, 2021, revision 2 dated 22.08.30
- 3. Site Servicing Plan, GP-1, prepared by Stantec Consulting Ltd., dated Jan. 15, 2021, revision 2 dated 22.08.30
- 4. **Grading Plan, NL-1**, prepared by Stantec Consulting Ltd., dated Jan. 15, 2021, revision 2 dated 22.08.30
- 5. Erosion Control and Detail Sheet, EC/DS-1, prepared by Stantec Consulting Ltd., dated Jan. 15, 2021, revision 2 dated 22.08.30
- 6. **Storm Drainage Plan, SD-1,** prepared by Stantec Consulting Ltd., dated Jan. 15, 2021, revision 2 dated 22.08.30
- 7. **Sanitary Drainage Plan, SA-1**, prepared by Stantec Consulting Ltd., dated Jan. 15, 2021, revision 2 dated 22.08.30
- 8. **135 Lusk Street Retaining Wall**, S-01A, S-01B, S-01 C, S-01D, S-02, S-03, S-04, S-05, prepared by Stephenson Engineering, dated Sept 7, 2022
- 9. **Overall Site Plan, ASP-01**, prepared by Mataj Architects, dated Dec. 2020, revision 6 issued 22/08/17
- 10. Enlarged Site Plan, ASP-02, prepared by Mataj Architects, dated Dec. 2020, revision 6 issued 22/08/17
- 11. **Site Detail and Site Statistics ASP-03**, prepared by Mataj Architects, dated Dec. 2020, revision 6 issued 22/08/17
- 12. **Ground Floor Plan A-201**, prepared by Mataj Architects, dated Dec. 2020, revision 6 issued 22/04/05
- 13. **Roof Plan A-204**, prepared by Mataj Architects, dated Dec. 2020, revision 6 issued 22/04/05

- 14. **Proposed North Elevation A-301**, prepared by Mataj Architects, dated Dec. 2020, revision 6 issued 22/04/05
- 15. **Proposed West Elevation A-302,** prepared by Mataj Architects, dated Dec. 2020, revision 6 issued 22/04/05
- 16. **Proposed South Elevation A-303**, prepared by Mataj Architects, dated Dec. 2020, revision 6 issued 22/04/05.
- 17. **Proposed East Elevation A-304,** issued by Mataj Architects, dated Dec. 2020, revision 6 issued 22/04/05
- 18. Tree Conservation Report and Landscape Plan, prepared by James B Lennox and Associates Dated Nov. 2021, revision 3 dated 08/19/2022

And as detailed in the following report(s):

- 1. Site Servicing and Stromwater Management Brief: Home2 Hotel, 135 Lusk Street, Ottawa, ON, prepared by Stantec, Consultant's Project # 160401620, dated April 12, 2021, Revised, dated June 2, 2022.
- 2. Subsurface Investigation Report 135 Lusk St, Ottawa, ON, K2J 4S2, prepared by Yuri Mendez Engineering, Consultant's Report # 52-Ol36-R0, dated August 17, 2020.
- Subsurface Investigation, Memo Response 135 Lusk St, Ottawa, ON, K2J 4S2, prepared by Yuri Mendez Engineering, Consultant's Report # 52-Ol36-R0, dated May 7, 2022.
- 4. **Roadway Traffic Noise Assessment**, prepared by Gradient Wind, Consultant's report # 21-301-Traffic Noise R1, dated January 26, 2022, revised August 16 2022.
- 5. **Phase One Environmental Site Assessment**, prepared by cm3 Environmental Inc. dated August 31, 2021.

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

General Conditions

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.

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.

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.

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.

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.

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.

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.

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.

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.

Development Charges

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

Special Conditions

1. Subdivision Conditions

The Owner acknowledges and agrees that the subdivision conditions, registered as OC2114713 on 2019-07-02 (City Planning File: D07-16-13-0013) are still valid for this development.

2. **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 Site Plan referenced in Schedule E" herein.

3. Transportation Impact Assessment

The Owner has undertaken a Transportation Impact Assessment for this site, referenced in Schedule "E" herein, 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.

4. **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.

5. Noise Control Attenuation Measures

The Owner acknowledges and agrees to implement the noise control attenuation measures recommended in the approved <u>Roadway Traffic Noise Assessment</u>, referenced in Schedule "E" of this Agreement, as follows:

- (a) the development is to be fitted with a forced air heating system and ducting, and shall be sized to accommodate central air conditioning;
- (b) 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.
- (c) 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 <u>paragraph below.</u>

6. 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 C – Forced Air Heating System and Ducting

"The Purchaser/Lessee for himself, his heirs, executors, administrators, successors and assigns acknowledges being advised that this development 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."

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."

7. Stationary Noise Study

The Owner covenants and agrees that it shall retain the services of a professional engineer licensed in the Province of Ontario to undertake a Stationary Noise Study and acceptance of the report by the City is required. The Owner further acknowledges and agrees that it shall provide the General Manager, Planning, Real Estate and Economic Development Department with confirmation issued by the professional engineer that the Owner has complied with all recommendations and provisions of the Stationary Noise Report, prior to building occupancy, which confirmation shall be to the satisfaction of the General Manager, Planning, Real Estate and Economic Development Department.

8. Geotechnical Investigation

The Owner acknowledges and agrees that it shall retain the services of a geotechnical engineer, licensed in the Province of Ontario, to ensure that the recommendations of the Geotechnical Investigation Report (the "Report"), referenced in Schedule "E" herein, are fully implemented. The Owner further acknowledges and agrees that it shall provide the General Manager, Planning, Infrastructure 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, Infrastructure and Economic Development.

9. Stormwater Management (Roof Drain) Memorandum

Prior to registration of this Agreement, the Owner acknowledges and agrees to provide the General Manager, Planning, Infrastructure 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, Infrastructure and Economic Development, and all associated costs shall be the Owner's responsibility.

10. Inlet Control Devices (ICDs)

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

11. 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, Infrastructure 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, Infrastructure 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, Infrastructure 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, Infrastructure and Economic Development.

12. 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, Infrastructure 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.

13. 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.

14. Private Storm Sewer Connection to City Sewer System

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

(a) a certificate of conformance and Record Drawings have been received from a Professional Engineer, licensed in the Province of Ontario, certifying that all required inlet control devices have been properly installed to City Standards or Specifications, and that the storm sewer system has been installed in accordance with the approved engineering drawings for site development and City Sewer Design Guidelines. The inlet control devices shall be free of any debris;

(b) **NOT REQUIRED for this development. (note for legal)**

15. 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, Public Works and Environmental 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, Public Works and Environmental Services when such repairs have been completed.

16. 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, Infrastructure 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.

17. Snow Storage – no interference with servicing

In addition to the requirements of Clause 17 of Schedule "C" of this 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.

18. Archaeological Potential

In the event that archaeological or human remains are discovered on or buried within the subject lands during development activities, the Owner acknowledges and agrees to stop all construction and soil disturbance and shall notify the Ministry of Tourism, Culture and Sport of such findings. As required under Part VI of the Ontario Heritage Act, R.S.O. 1990, c.O.18.

19. Waste Collection

The Owner acknowledges and agrees that garbage, recycling, and organic waste collection will not be provided by the City and it shall make appropriate arrangements with a private contractor for garbage, recycling, and organic waste collection at the Owner's sole expense. The Owner shall consult a private contractor regarding any access requirements for garbage and/or recycling and organic waste collection.

20. <u>Tree Protection</u>

The Owner acknowledges and agrees that all trees to be retained, as shown on the approved Landscape Plan and identified in the Tree Conservation Report, referenced in Schedule "E" herein, shall be protected in accordance with the City's required tree protection measures. At a minimum, the following tree protection measures shall be applied during all on-site works:

- a. Erect a fence at the critical root zone (CRZ) of trees, defined as ten (10 cm) centimetres from the trunk for every centimetre of trunk DBH (i.e., CRZ=DBH x 10cm);
- **b.** Tunnel or bore when digging within the CRZ of a tree;
- c. Do not place any material or equipment within the CRZ of the tree;
- **d.** Do not attach any signs, notices or posters to any tree;
- e. Do not raise or lower the existing grade within the CRZ without the approval of the General Manager, Planning, Real Estate and Economic Development;
- f. Do not damage the root system, trunk or branches of any tree; and
- g. Ensure that exhaust fumes from all equipment are not directed towards any tree's canopy.

21. Tree Permit

The Owner acknowledges and agrees that any trees to be removed shall be removed in accordance with an approved Tree Permit and Tree Conservation Report, and in accordance with the City's Tree Protection By-law, being By-Law No. 2020-340, as amended. The Owner further acknowledges and agrees to post the approved Tree Permit at all times during tree removal, grading, construction, and any other site alteration activities.

22. 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. The Owner further acknowledges and agrees that any such signs shall be installed in a location to the 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.

23. Mitigation Measures

The Owner acknowledges and agrees to incorporate appropriate mitigation measures (fencing along the edges) to protect the Species at Risk (SAR) in the area and to help them stay within the corridor, as explained in the Environmental Impact Statement for the associated subdivision (D07-16-13-0013, 4401 Fallowfield Rd).

24. Cold Stream Habitat

The Owner acknowledges and agrees that the Stormwater Management report identifies that the downstream O'Keefe Drain is identified as a cold-cool system and requires water quality protection. The subject stormwater designs are required to integrate best management practices to provide thermal protection onsite.

October 25, 2022

Date

ant

Lily Xu Manager, Development Review, South Planning, Real Estate and Economic Development Department

Enclosure: Site Plan Control Application approval – Supporting Information



SITE PLAN CONTROL APPROVAL APPLICATION SUPPORTING INFORMATION

File Number: D07-12-21-0201

SITE LOCATION

135 Lusk Street, and as shown on Document 1.

The site is located in Ward 3 – Barrhaven, east of Highway 416, south of O'Keefe Court and Lusk Street, and east and north of Fallowfield Road. Immediately east of the site is the existing Hampton Inn and Suites hotel at 125 Lusk Street. On the south and southeast is the recently developed CitiGate 416 Corporate Campus and residential lands. North of the site are vacant lands and country estate lot communities.

The development of this site is within a larger, 11-hectare and 14-block registered plan of subdivision, 4M-1634 (D07-16-13-0013). This plan also consists of a stormwater management pond, the O'Keefe Municipal Drain corridor, and three public streets.

SYNOPSIS OF APPLICATION

The subject site is irregularly shaped, with a total area of 6,201 square metres and has approximately nine metres of frontage along Lusk Street. The proposal is to construct a six-storey Hilton Home 2 Hotel. The proposed 6-storey hotel will be 18.7 metres in height with a gross floor area of 5837 square metres. The hotel consists of 99 rooms, 99 vehicular parking spaces, and 6 bicycle parking spaces. Additionally, 4 of the vehicular parking spaces will be designed to meet AODA requirements. The parking lot will have a connection with the adjacent Hampton Inn and Suites Hotel. Vehicular access to the site is provided at two locations from the cul-de-sac of O-Keefe Court. The building design incorporates a pedestrian drop-off at the main entrance. Loading space and garbage enclosure facilities are located near the rear of the property, closest to Fallowfield Road. The garbage enclosure is screened by an opaque fence.

The architectural elements of the proposed building resemble the abutting constructed Hampton Inn and Suites Hotel. It includes a timber teak structure supporting the entrance canopy and green accent colour extending vertically for the entire 6-storeys. The green accent borders the dark grey extruded towers and glass crown atop the entrance tower. Building materials primarily include masonry stone, timber teak, aluminum composite panels, and glazing.

DECISION AND RATIONALE

This application is approved for the following reasons:

- The site plan complies with the Urban Employment designation of the City's Official Plan; this designation is intended to support business and economic activity capable of accommodating more than 2,000 jobs.
- The site plan complies with the Suburban Transect, Mixed Industrial designation of the 2021 Council-Approved Official Plan; this designation is intended to support clusters of economic activity that are less impactful and provide a broader range of non-residential uses than industrial areas.
- The site plan complies with the South Nepean Area 9 and 10 Secondary Plan, where the site is designated Prestige Business Park. Permitted uses include advanced technology industries and services, light manufacturing and production facilities, office banks and financial services, and hotel and convention centres.
- The site plan compiles with the zoning performance standards of the Business Park Industrial Zone, Exception 2265 and maximum building height provision of 24 metres.
- The site has been planned to ensure safe and functional access and egress, adequacy of servicing, and appropriate site design. All aspects of transportation, engineering and site design represent good land-use planning.

PARKLAND DEDICATION

In accordance with Parkland Dedication By-law 2009-095 and the Planning Act, the subject site plan application does not generate any additional parkland dedication requirements above and beyond the parkland that was conveyed to the City, in the form of cash-in-lieu of parkland, through the registration of the subdivision agreement that applies to the subject lands (File No. D07-16-13-0013 ph1).

CONSULTATION DETAILS

Councillor's Comments -

"Count on my support for another new hotel for Barrhaven! The Hampton Inn and Suites which opened a year or so ago has brought a whole new element to Barrhaven. I am very pleased that the current owner and manager are shepherding this new venue. Our current location is consistently booked with wedding, tournaments, business, and personal travellers. Barrhaven businesses have taken advantage of this location for job fairs, exhibitions, boardroom meetings, and more. I love that that this new hotel will share a great location at Fallowfield and the 416."

Public Comments

This application was subject to public circulation under the Public Notification and Consultation Policy. There was no public comment received online.

Technical Agency/Public Body Comments

Summary of Comments - Technical

N/A

Advisory Committee Comments

Summary of Comments – Advisory Committees

N/A

APPLICATION PROCESS TIMELINE STATUS

This Site Plan application was not processed by the On Time Decision Date due to workload issues and timing of receipt of materials from the Applicant.

Contact: Tracey Scaramozzino Tel: 613-325-6976, or e-mail: Tracey.Scaramozzino@ottawa.ca.

Document 1 – Location Map

