



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

Site Location: 415 Legget Drive and 2700 Solandt Road

File No.: D07-12-21-0211

Date of Application: October 26, 2021

This SITE PLAN CONTROL application submitted by Nadia De Santi c/o of WSP Canada Inc., on behalf of Iqbal Kahn c/o Parkit Enterprises Inc., is APPROVED as shown on the following plan(s):

1. **Site Plan**, Drawing No. A100, prepared by Architecture49, dated OCT 25, 2021, revision 3 dated FEB 07 2023;
2. **Plan Enlargements**, Drawing No. L102, prepared by Architecture49, dated OCT 25, 2021, revision 1 dated NOV 29 2022;
3. **Exterior Elevations**, Drawing No. A2.1, prepared by Architecture49, dated NOV 18 2022;
4. **Ground Floor Plan**, Drawing A1.2, prepared by Architecture49, dated NOV 18 2022;
5. **Landscape Details**, Drawing No. L300, prepared by Architecture49, dated OCT 25, 2021, revision 2 dated FEB 07 2023;
6. **Landscape Plan**, Drawing No. L101, prepared by Architecture49, dated NOV 29, 2022, revision 1 dated FEB 07 2023;
7. **Tree Preservation Plan**, Drawing No. L200, prepared by Architecture49, dated OCT 25, 2021, revision 3 dated AUG 31 2022;
8. **Photometric Plan**, Drawing No. E-1, prepared by Madonna Engineering Inc., revision 1 dated MAR 21 2022;
9. **Grading Plan**, Drawing No. C03, prepared by WSP Canada Inc., dated OCT 25, 2021, revision 7 dated JUN 06 2022;
10. **Roof Plan**, Drawing No. C06, prepared by WSP Canada Inc., dated OCT 25, 2021, revision 7 dated JUN 06 2022;
11. **Sections**, Drawing No. C07, prepared by WSP Canada Inc., dated OCT 25, 2021, revision 7 dated JUN 06 2022;
12. **Servicing Plan**, Drawing No. C04, prepared by WSP Canada Inc., dated OCT 25, 2021, revision 7 dated JUN 06 2022;
13. **Design Tables**, Drawing No. C01A, prepared by WSP Canada Inc., dated OCT 25, 2021, revision 7 dated JUN 06 2023;
14. **Erosion and Sediment Control Plan**, Drawing No. C05, prepared by WSP Canada Inc., dated OCT 25, 2021, revision 7 dated JUN 06 2022;

15. **Notes and Details**, Drawing No. C01, prepared by WSP Canada Inc., dated OCT 25, 2021, revision 7 dated JUN 06 2023;

And as detailed in the following report(s):

1. **Flow Control Roof Drainage Declaration**, prepared by WSP Canada Inc., dated March 10, 2023;
2. **Geotechnical Investigation**, project number 219-00058-03, prepared by WSP Canada Inc., dated March 2022;
3. **Phase I Environmental Site Assessment**, pinchin file: 300711, prepared by Pinchin., dated November 22, 2021;
4. **Road Transportation Impact Assessment**, project number 211-06996-00, prepared by WSP Canada Inc., dated August 17, 2022;
5. **Scoped Environmental Impact Statement**, project number 211-12056-00, prepared by WSP Canada Inc., dated November 30, 2022;
6. **Servicing Report**, project number 219-00058-04, prepared by WSP Canada Inc., dated March 25, 2022.
7. **Site Grading Plan Review Memo**, prepared by WSP Canada Inc., dated June 8, 2023;
8. **Site Lighting Certification Letter**, project number 21-0161, prepared by Madonna Engineering Inc., dated MAR 21 2022.
9. **Stormwater Management Report**, project number 219-00058-04, prepared by WSP Canada Inc., dated March 24, 2023;

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

General Conditions

1. **Execution of Agreement Within One Year**

The Owner shall enter into this Site Plan Control Agreement, including all standard and special conditions, financial and otherwise, as required by the City. In the event that the Owner fails to sign this Agreement and complete the conditions to be satisfied prior to the signing of this Agreement within one (1) year of Site Plan approval, the approval shall lapse.

2. **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.

3. **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.

4. **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.

5. **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.

6. **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.

7. **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.

8. **Development Charges**

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

Special Conditions

9. 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.

10. Blanding's Turtle

The owner acknowledges and agrees that EIS identifies regulated Blanding's turtle habitat under the ESA and identifies several mitigation measures that need to be implemented including temporary and permanent wildlife fencing and that requires the owner to satisfy the Ontario Ministry of Environment, Conservation and Parks (MECP). If any approvals required under the Endangered Species Act (ESA) are required, the Owner agrees that the MECP approval shall be obtained prior to commencing work or early servicing in the regulated Blanding's turtle habitat. Proof of compliance shall be provided to the General Manager, Planning, Real Estate and Economic Development prior to commencement of work and kept on-site.

11. Bird-Safe Design

The Owner acknowledges and agrees that the project will be constructed using bird-safe glass and/or other integrated measures as specified in Guideline 2 of the City's Bird-Safe Design Guidelines 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.

Engineering

12. Environmental Compliance Approval (ECA Permit)

Prior to the registration of the site plan agreement, issuance of the conditional building permit, or issuance of the commence work notification, the Owner agrees that an application for amendment to the existing private Industrial Sewage Works ECA, numbered 0147-6CKGJG, must be submitted to the MECP. For clarification, the Owner acknowledges and agrees that the site plan agreement will not be registered, conditional building permit will not be issued, commence work notification will not be issued until confirmation from the MECP has been received that the application for amendment to the existing private Industrial Sewage Works

ECA, numbered 0147-6CKGJG, has been submitted for MECP review and approval.

13. 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 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, 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.

14. Geotechnical - Encroachments

The Owner acknowledges and agree that the Geotechnical Report has recommended a method of shoring that may encroach onto the adjacent property or onto the City's Solandt Road right-of way. The Owner acknowledges and agrees that it shall be required to obtain the approval of the adjacent property owner and/or receive municipal consent for any Works within the said Road, prior to the installation of any encroachments. The Owner acknowledges and agrees that for encroachments within the said Road, the Owner shall ensure that there will be no conflicts between the proposed shoring method and the municipal services or utilities in the said Road.

Civil Engineering

15. 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.

16. Inlet Control Devices (ICDs)

The Owner acknowledges and agrees to install and maintain in good working order the required roof-top stormwater inlet control devices, as recommended in the approved 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.

17. 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.

Private Systems

18. Water Plant

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

19. 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

20. 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.

Waste Collection

21. 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.

Parkland

22. Cash-in-Lieu of Parkland

Upon execution of this Agreement, the Owner shall pay cash-in-lieu of parkland in the amount of \$282,332.16 as referenced in Schedule "B" herein. 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. 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.

Common Elements

23. Joint Use, Maintenance and Liability Agreement

- (a) The Owner acknowledges and agrees that should the lands be severed in the future by means other than a Declaration of a Condominium, it shall ensure that the future owner of the freehold units shall enter into a Joint Use, Maintenance and Liability Agreement which shall be binding upon the owners and all subsequent purchasers to deal with the joint use, maintenance and liability of the common elements, including but not limited to any private roadway(s) and concrete sidewalks; common grass areas;

common party walls, exterior walls; common structural elements such as the roof, foundations; common parking areas; sewers and watermains, for the mutual benefit and joint use of the owners; and any other elements located in the common property; and the Joint Use, Maintenance and Liability Agreement shall be filed with the General Manager, Planning, Real Estate and Economic Development.

- (b) The Owner shall file with the General Manager, Planning, Real Estate and Economic Development, an opinion from a solicitor authorized to practice law in the Province of Ontario that the Joint Use, Maintenance and Liability Agreement is binding upon the owners of the land and all subsequent purchasers to deal with the matters referred to Paragraph Insert Number of Condition (a) above.
- (c) The Owner acknowledges and agrees that the Joint Use, Maintenance and Liability Agreement shall be registered on the Owner's lands at no cost to the City, and a copy of the registered agreement shall be provided to the General Manager, Planning, Real Estate and Economic Development.
- (d) The Owner acknowledges and agrees that the Joint Use, Maintenance and Liability Agreement shall include a clause requiring subsequent purchasers to enter into an assumption agreement that transfers all legal and financial obligations required under the Joint Use, Maintenance and Liability Agreement to the future owners, successors and assigns in title of the subject lands. The Owner further acknowledges and agrees to include a clause in all agreements of purchase and sale informing purchasers that there is a Joint Use, Maintenance and Liability Agreement registered on title to the subject lands, and require the purchaser to enter into an assumption agreement thereto.

Conveyances to City

24. Corner Sight Triangle

Prior to registration of this Agreement, the Owner acknowledges and agrees to convey to the City, at no cost to the City, an unencumbered corner sight triangle measuring 5 metres x 5 metres at the intersection of Solandt Road and Legget Drive. The exact location and area of the corner sight triangle must be determined by legal survey. The Owner shall provide a reference plan for registration, indicating the corner sight triangle, to the City Surveyor for review prior to its deposit in the Land Registry Office. Such reference plan must be tied to the Horizontal Control Network in accordance with the municipal requirements and guidelines for referencing legal surveys. The Owner acknowledges and agrees to provide an electronic copy of the Transfer and a copy of the deposited reference plan to the City Solicitor prior to the execution of this Agreement by the City. All costs shall be borne by the Owner.



August 23, 2023 _____

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: D07-12-21-0211

SITE LOCATION

The site is located on at the northeast corner of the intersection of Legget Drive and Solandt Road, and as shown on Document 1.

SYNOPSIS OF APPLICATION

The subject properties have a combined area of approximately 7.28 hectares. 415 Legget Drive is currently occupied by a two-storey office building and 2700 Solandt Drive is currently occupied by a surface parking lot. Surrounding land uses include a variety of office and light industrial uses in the Kanata North Business Park. There is an existing stormwater management pond on the Solandt portion of the property in the northeast corner, which is to remain. The landscaping treatment at the corner of Legget Drive and Solandt Road will remain as-is through this proposal.

The proposed development consists of two new single-storey warehouses with a combined GFA of 18,580 square metres. A smaller warehouse building, with a GFA of 7,180 square metres, will be located to the east of the existing building, along the eastern property line. A larger warehouse building, with a GFA of 11,400 square metres, will be located along Solandt Road to the north of the existing building. The existing two-storey office building (18,084 square metres) is proposed to be retained with sections of the building reconfigured for warehouse uses. A total of 297 parking spaces, including 8 accessible parking spaces are proposed. A total of 18 loading spaces are proposed, and 31 bicycle stalls are provided. The proposed development will continue to use the existing vehicular accesses off Legget Drive and Solandt Road.

The property is located within the Kanata North Special Economic District, as shown on Schedule B5 – Suburban (West) Transect. It is zoned Business Park Industrial Subzone 6 (IP6) which is the subzone associated with the Kanata North Business Park. Warehouse is a permitted use.

Related Applications

N/A

DECISION AND RATIONALE

This application is approved for the following reasons:

- The proposal conforms to the policies set out in the Official Plan.
- Conditions of approval have been included in this report in order to ensure the proposed development is constructed in conformity with City policies and guidelines.
- The proposal complies with the Zoning By-law.
- The proposal represents an appropriate site design under the current planning policy and guidelines.

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.

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

Technical Agency/Public Body Comments

N/A

Advisory Committee Comments

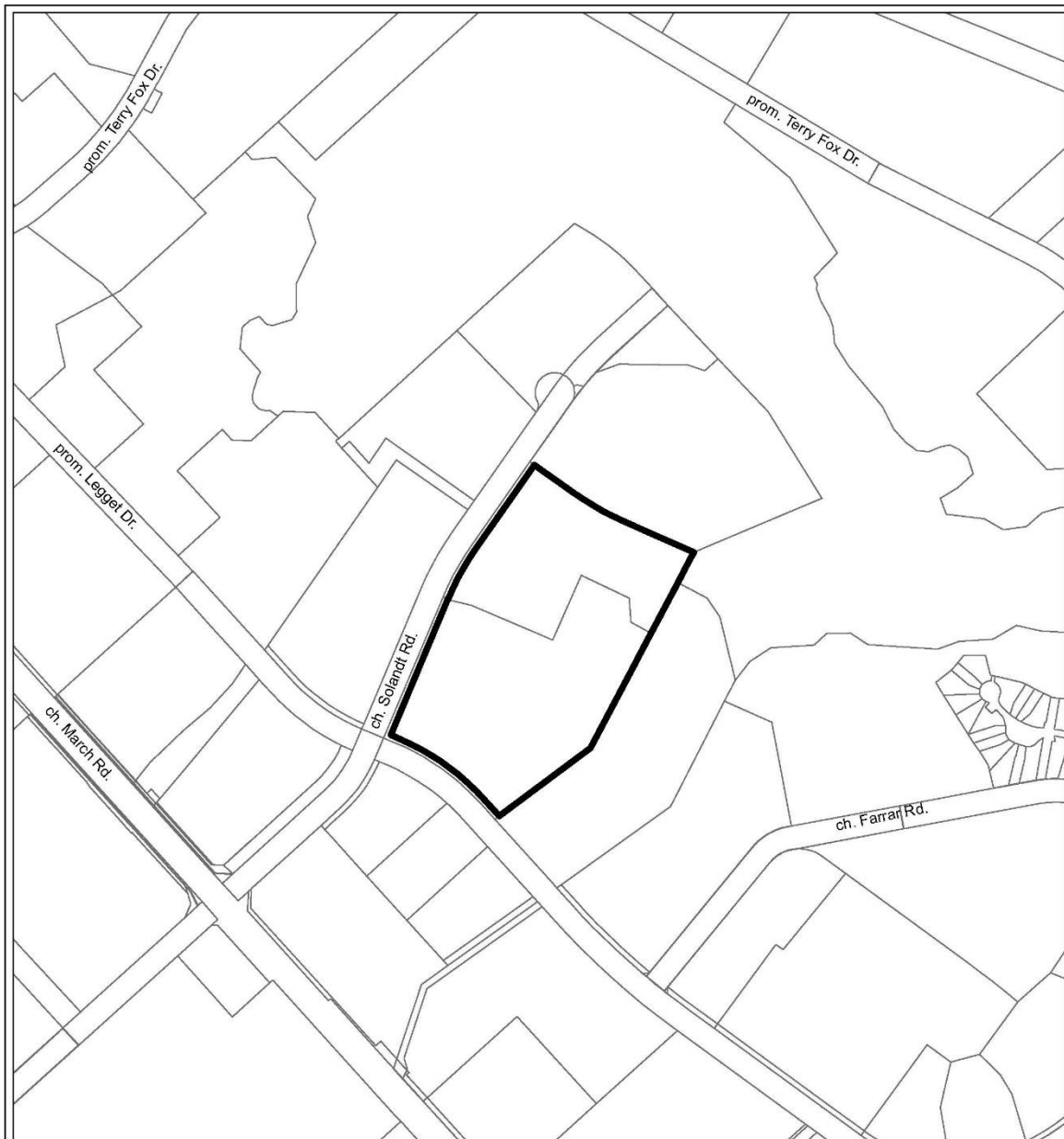
N/A




APPLICATION PROCESS TIMELINE STATUS

This Site Plan application was not processed by the On Time Decision Date due to the complexity of issues needed to be resolved.

Contact: Molly Smith Tel: 613-580-2424, ext. 25910 or e-mail: molly.smith@ottawa.ca

Document 1 – Location Map



		LOCATION MAP / PLAN DE LOCALISATION SITE PLAN / PLAN D'EMPLACEMENT	
D07-12-21-0211	21-1505-Y		
I:\CO\2021\Site\Leggett415_Solandt2700			
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REVISION / RÉVISION - 2021 / 12 / 01		 415 promenade Legget Drive and/et 2700 chemin Solandt Drive	 <small>NOT TO SCALE</small>