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SITE PLAN CONTROL APPLICATION **DELEGATED AUTHORITY REPORT** PLANNING. DEVELOPMENT AND BUILDING SERVICES DEPARTMENT

Site Location: 1305 Maritime Way

File No.: D07-12-22-0091

Date of Application: May 30, 2022

This SITE PLAN CONTROL application submitted by Egis Canada Ltd., on behalf of 2667602 Ontario Inc., is APPROVED as shown on the following plan(s):

- 1. Site Plan, A001, prepared by Chamberlain Architect Services Limited, dated Sept 19, 2019, Revision 1, dated October 17, 2024.
- 2. Grading, Drainage, Sediment & Erosion Control Plan, C101, prepared by Egis Canada Ltd., dated Feb 11, 2022, Revision 5, dated Aug 13, 2024.
- 3. Site Servicing Plan, C102, prepared by Egis Canada Ltd., dated Feb 11, 2022, Revision 5, dated Aug 13, 2024.
- 4. Landscape Plan, L1, prepared by GJA INC., dated January 2022, Revision 3. dated 2024 08 21.
- 5. General Notes & Typical Details, S1.0, prepared by Egis Canada Ltd. (formerly McIntosh Perry Consulting Engineers), dated 2023-11-29, Revision 2, dated 2024-01-24.
- 6. **Retaining Wall Plan**, S2.0, prepared by Egis Canada Ltd. (formerly McIntosh Perry Consulting Engineers), dated 2023-11-29, Revision 2, dated 2024-01-24.
- 7. **Retaining Wall**, SK-1, prepared by Egis, dated 2024/06/10, Revision 1, dated 2024/06/11.
- 8. Exterior Elevations (North and West), A201, prepared by Chamberlain Architect Services Limited, revision 7, dated 2024-11-27.
- 9. Exterior Elevations (South and East), A202, prepared by Chamberlain Architect Services Limited, revision 7, dated 2024-11-27.

Mail code: 01-14

And as detailed in the following report(s):

1. **1305 Maritime Way – Geotechnical Report**, prepared by Egis Canada Ltd. (formerly McIntosh Perry Consulting Engineers), dated April 2021.

- 2. Memorandum Conformance of the Updated Site Plan to the Geotechnical Report, 1305 Maritime Way Ottawa, Ontario, prepared by Egis Canada Ltd. (formerly McIntosh Perry Consulting Engineers), dated January 6, 2022.
- 3. Noise Impact Study 1305 Maritime Way Proposed Commercial Hotel Development, prepared by Aercoustics Engineering Ltd., dated September 14, 2023.
- 4. Phase One Environmental Site Assessment 1305 Maritime Way, Ottawa, Ontario, prepared by Egis Canada Ltd. (formerly McIntosh Perry Consulting Engineers), dated January 6, 2022.
- 5. Servicing & Stormwater Management Report Silver Hotels 1305 Maritime Way, prepared by Egis Canada Ltd. (formerly McIntosh Perry Consulting Engineers Ltd.), dated 2024-02-07.
- 6. Geotechnical Investigation and Design Recommendation Report Supplementary Proposed Retaining Wall 1305 Maritime Way, Ottawa, ON, prepared by Egis Canada Ltd., dated June 27, 2024.
- 7. **Tree Conservation Report for 1305 Maritime Way, Ottawa**, prepared by IFS Associates Inc., dated February 9, 2022.

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

General Conditions

1. **Lapsing of Approval**

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

2. **Barrier Curbs**

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

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, Development and Building Services, any property of the City,

including, but not limited to, sidewalks, curbs and boulevards, which is damaged as a result of the subject development.

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, Development and Building Services.

6. **Construct Sidewalks**

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

7. **Extend Internal Walkway**

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

8. Completion of Works

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

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

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

9. **Development Charges**

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

Special Conditions

10. **Professional Engineering Inspection**

The Owner shall have competent Professional Engineering inspection personnel on-site during the period of construction, to supervise the Works, and the General Manager, Planning, Development and Building Services, shall have the right at all times to inspect the installation of the Works. The Owner acknowledges and agrees that should it be found in the sole opinion of the General Manager, Planning, Development and Building Services, that such personnel are not on-site or are incompetent in the performance of their duties, or that the said Works are not being carried out in accordance with the approved plans or specifications and in accordance with good engineering practice, then the General Manager, Planning, Development and Building Services, may order all Work in the project to be stopped, altered, retested or changed to the satisfaction of the General Manager, Planning, Development and Building Services.

11. 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.

12. Noise Control Attenuation Measures

The Owner acknowledges and agrees to implement the noise control attenuation measures recommended in the approved Noise Impact Study, 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 (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) 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 themself that the installed recommended interior noise control measures comply with the measures in the Noise Impact Study referenced in Schedule "E" hereto. The professional engineer shall prepare, sign and stamp a letter to the General Manager, Planning, Development and Building Services (the "Certification Letter") stating that they certify acoustical compliance with all requirements of the applicable conditions in this Agreement, to the satisfaction of the General Manager, Planning, Development and Building Services.

13. Notice on Title - Noise Control Attenuation Measures

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

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

Type C – Forced Air Heating System and Ducting

"The purchaser/lessee for themself, their 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 themself, their 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."

14. 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 Geotechnical Investigation and Design Recommendation Report Supplementary – Proposed Retaining Wall and the approved Retaining Wall Plan.

15. 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 and the Geotechnical Investigation and Design Recommendation Report Supplementary – Proposed Retaining Wall (the "Reports"), referenced in Schedule "E" herein, are fully implemented. The Owner further acknowledges and agrees that it shall provide the General Manager, Planning, Development and Building Services with confirmation issued by the geotechnical engineer that the Owner has complied with all recommendations and provisions of the Reports, prior to construction of the foundation and at the completion of the Works, which confirmation shall be to the satisfaction of the General Manager, Planning, Development and Building Services.

16. **Geotechnical – Encroachments**

The Owner acknowledges and agree that the Geotechnical Investigation and Slope Stability Analysis has recommended a method of shoring that may encroach onto the adjacent property or onto the City's Maritime Way or Canadian Shield Avenue 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.

17. **Retaining Wall**

The Owner agrees to submit to the General Manager, Planning, Development and Building Services, prior to issuance of a building permit, details of the retaining walls which are greater than one metre in height, as shown on the approved Retaining Wall drawings referenced in Schedule "E" hereto, which shall be designed and prepared by a Professional Structural Engineer, licensed in the Province of Ontario, to the satisfaction of the General Manager, Planning, Development and Building Services. The Owner shall provide confirmation to the General Manager, Planning, Development and Building Services that the Professional Structural Engineer has inspected and confirmed that the retaining walls have been constructed in accordance with the approved retaining wall details.

18. **Retaining Wall – Stability**

The Owner acknowledges and agrees to install the proposed retaining walls in accordance with the approved Retaining Wall Drawings and as shown on the approved Grading Plan, both referenced in Schedule "E" hereto. The Owner shall provide written confirmation, satisfactory to the General Manager, Planning, Development and Building Services, that a Geotechnical Engineer/Professional Structural Engineer, licensed in the Province of Ontario, has inspected and confirmed that the retaining walls have been constructed in accordance with the said approved Retaining Wall drawings. The Owner further acknowledges and agrees to provide an Internal Compound Stability (ICS) analysis from a Geotechnical Engineer / Professional Structural Engineer, licensed in the Province of Ontario, that all retaining walls, which are greater than one metre in height have been checked for global stability, have a factor of safety of at least 1.5 for static conditions (as calculated through SLIDE) and 1.1 for seismic conditions is achieved, which shall be to the satisfaction of the General Manager, Planning, Development and Building Services. The report shall provide structural details of the retaining wall(s).

The Owner further acknowledges and agrees to retain the services of a Professional Structural Engineer and a Soils Engineer, licensed in the Province of Ontario, to inspect any retaining walls on the subject lands and confirm that the retaining walls have been constructed in accordance with the approved retaining wall details.

19. **Groundwater Management**

The Owner acknowledges and agrees to retain an environmental consultant to test groundwater to be removed from the site during and after redevelopment. If through further testing the groundwater samples are found to be contaminated, all contaminated groundwater must removed, managed or treated in accordance with appropriate Ontario regulations and/or discharged in accordance with the City's Sewer Use By-Law, being By-law No. 2003-514, as amended.

20. Re-Grading and Maintenance of Ditch

The Owner acknowledges and agrees it shall be responsible for various grading and maintenance measures along Canadian Shield Ave and Maritime Way which include the following:

- a) Re-grade the shoulders of the ditch within the road allowance(s) of Canadian Shield Ave and Maritime Way abutting the subject lands, to the satisfaction of the General Manager, Planning, Development and Building Services;
- b) Obtain utility clearances prior to the re-grading of any ditch;
- c) Obtain approval from the City's Roads Services Branch of the Public Works Department if the grade of any ditch bottom is to change; and

d) Maintain a grass cover within the road allowance(s) of Canadian Shield Ave and Maritime Way abutting the subject lands, to the satisfaction of the General Manager, Planning, Development and Building Services.

21. Stormwater Management Memorandum

Prior to registration of this Agreement, the Owner acknowledges and agrees to provide the General Manager, Planning, Development and Building Services, 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, Development and Building Services, 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, Development and Building Services with certificates of compliance issued by a Professional Engineer, licensed in the Province of Ontario, confirming that all recommendations and provisions have been implemented in accordance with the approved Plans and Reports referenced in Schedule "E" herein.

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 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.

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, Development and Building Services 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. 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.

26. 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 As-built 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; or
- b) a flow limiting orifice plate, designed by a Professional Engineer licensed in the Province of Ontario and to the satisfaction of the City, has been installed at the storm water outlet prior to connecting any upstream storm sewers. Such orifice plate shall not be removed until subsection (a) above has been satisfied and approved by the General Manager, Planning, Development and Building Services.

27. <u>Use of Explosives and Pre-Blast Survey</u>

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.

28. 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, Development and Building Services, 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.

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 Canadian Shield Avenue and Maritime Way rights-of-way, as shown on the approved Site Plan and Landscaping Plan referenced in Schedule "E" herein, including all plant and landscaping material (except municipal trees), and paving providing a linkage between the City sidewalk and building entrances. 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. 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.

31. **Parkland Dedication**

- (a) The Owner acknowledges and agrees that the conveyance requirement to the City is 122 square metres.
- (b) The Owner covenants and agrees that the conveyance requirement has been calculated at the rate set out below in accordance with the Parkland Dedication By-law, being By-law No. 2022-280, as amended:
 - (i) For conveyance of parkland, cash-in-lieu of conveyance parkland, or combination thereof:

i. 2% of the gross land area (commercial & industrial uses).

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Economic Development Department

32. 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 \$820.00 plus H.S.T. of \$106.60, as referenced in Schedule "B" herein.

December 16, 2024	Kurlin Tyloko
Date	Kersten Nitsche, MCIP RPP
	Manager (A), Development Review
	West, Planning, Real Estate and

Enclosure: Site Plan Control Application approval – Supporting Information



SITE PLAN CONTROL APPROVAL APPLICATION SUPPORTING INFORMATION

File Number: D07-12-22-0091

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SITE LOCATION

1305 Maritime Way, and as shown on Document 1.

SYNOPSIS OF APPLICATION

The site is located on the north side of Maritime Way, and southwest of the existing terminus of Canadian Shield Avenue. The site is approximately 6,073.9 square meters in size and is currently vacant, undeveloped land. Surrounding land uses include an apartment building (under construction) to the north, undeveloped forested lands and Bill Teron Park to the west, a hotel to the east, and a retirement residence to the south.

The proposed development is for a six-storey hotel consisting of 5791 sq.m of gross floor area. The hotel is oriented to the west side of the site, and proposes a surface parking lot on the eastern portion of the site, providing 102 parking spaces. Access to the site will be provided from Maritime Way at the south property boundary. The proposed development will connect to existing water, stormwater, and sanitary infrastructure from Maritime Way.

Related Applications N/A

DECISION AND RATIONALE

This application is approved for the following reasons:

- The proposal conforms to the Official Plan policies, including the Kanata Town Centre Secondary Plan. Pursuant to Official Plan Schedules A and B, the subject site is located in the Suburban Transect and designated Hub. In the Kanata Town Centre Secondary Plan, the subject site is designated Central Business District. The proposed development aligns with the permitted uses for this designation and conforms with the policy direction of the Kanata Town Centre Secondary Plan.
- The proposal complies with the Zoning By-Law. The subject lands are zoned MC5 H(35) (Mixed Use Centre Zone, Subzone 5, Height Limit 35 Meters), which permits a range of commercial and higher-density residential uses. A hotel is a permitted use in the MC5 H(35) zone.

- Landscape buffering will be provided along the site perimeter, in addition to landscaping provided within the site. The visual impact of the proposed parking will be minimized through the landscaping buffer.
- Conditions of approval have been included in this report to ensure the proposed development is constructed in conformity with City policies and guidelines.
- The proposal and site layout represents appropriate design and good planning under the current policy framework.

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 Curry 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 were public comments received online and staff considered these comments.

Advisory Committee Comments

The Accessibility Advisory Committee provided comments through the site plan review process. These comments were considered and plans revised accordingly. Accessible units will be designed in accordance with the City accessibility requirements and Ontario Building Code.

APPLICATION PROCESS TIMELINE STATUS

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

Contact: Amanda Davidson Tel: 613-580-2424, ext. 32524 or e-mail:

Amanda.Davidson@ottawa.ca

Document 1 - Location Map

