



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

Site Location: 40 Frank Nighbor Place

File No.: D07-12-23-0061

Date of Application: May 16, 2023

This SITE PLAN CONTROL application submitted by Novatech (c/o Robert Tran), on behalf of 401 Real Estate Trust Inc. (c/o Ted Lancaster), is APPROVED as shown on the following plans:

1. **Site Plan**, A-100, prepared by Saplys Architects Inc., dated 22-03-23, revision 5 dated 24-08-21.
2. **Elevation I – North & East**, A301, prepared by Saplys Architects Inc., dated 23-02-22, revision 7 dated 23-10-12.
3. **Elevation II – South & West**, A302, prepared by Saplys Architects Inc., dated 23-02-22, revision 7 dated 23-10-12.
4. **General Plan of Services**, 123002-GP, prepared by Novatech, dated May 11/23, revision 4 dated Mar 27/24.
5. **Grading and Erosion & Sediment Control Plan**, 123002-GR, prepared by Novatech, dated May 11/23, revision 4 dated Mar 27/24.
6. **Landscape Plan – Overall**, 123002-L1, prepared by Novatech, dated Apr 25/23, revision 5 dated Mar 26/24.
7. **Landscape Plan Enlargement**, 123002-L2, prepared by Novatech, dated Apr 25/23, revision 5 dated Mar 26/24.
8. **Landscape Plan Enlargement**, 123002-L3, prepared by Novatech, dated Apr 25/23, revision 5 dated Mar 26/24.
9. **Landscape – Details**, 123002-L4, prepared by Novatech, dated Apr 25/23, revision 5 dated Mar 26/24.
10. **Post-Development Storm Drainage Area Plan**, 123002-STM2, prepared by Novatech, dated May 11/23, revision 4 dated Mar 27/24.
11. **Civil Details Plan**, 123002-D, prepared by Novatech, dated Sep 29/23.

And as detailed in the following reports:

1. **Development Servicing Study and Stormwater Management Report**, Proposed Courtyard By Marriott, 40 Frank Nighbor Place, prepared by NOVATECH, dated May 11, 2023, revised March 27, 2024.
2. **Preliminary Tree Conservation Report V2.0**, 46 Frank Nighbor Place, prepared by Dendron Forestry Services, dated October 26, 2023.
3. **Phase I Environmental Site Assessment**, 40 Frank Nighbor Place, Kanata ON K2V 1B9, prepared by Englobe, dated April 2023.
4. **Phase II Environmental Site Assessment**, 40 Frank Nighbor Place, Kanata ON K2V 1B9, prepared by Englobe, dated May 8, 2023.
5. **Environmental Impact Statement**, 40 Frank Nighbor Place, Kanata ON K2V 1B9, prepared by Englobe, dated October 2023.
6. **Preliminary Geotechnical Investigation**, proposed 6-storey Marriott Hotel, 40 Frank Nighbor Place Kanata, ON, prepared by Englobe, dated May 10, 2023.
7. **Noise Impact Study**, 40 Frank Nighbor Place, Kanata ON K2V 1B9, prepared by Englobe, dated February 15, 2023.

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. Protection of reptile and amphibian species

The Owner acknowledges and agrees to implement, at its sole expense, several mitigation measures in accordance with the Environmental Impact Statement dated October 2023. Such mitigation measures shall satisfy the Ontario Ministry of Environment, Conservation and Parks (MECP) best management practices guidelines *Reptile and Amphibian Exclusion Fencing*. The Owner shall provide proof of compliance to the General Manager, Planning, Development and Building Services.

12. Asphalt Overlay

Due to the number of road cut permits required to service this development, the Owner shall install an asphalt overlay over the total area of the public driving surface of Frank Nighbor Place, fronting the subject lands, as shown on the approved Grading Plan, referenced in Schedule "E" hereto. The overlay shall be carried out to the satisfaction of the General Manager, Planning, Development and Building Services. The Owner acknowledges and agrees that all costs are to be borne by the Owner.

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:

Warning Clause Type C:

"This building/room 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 owner will allow windows and exterior doors to remain closed, thereby ensuring that the indoor sound levels are within the City's and the Ministry of the Environment's noise criteria. (Note: The location and installation of the outdoor air conditioning device should comply with the noise criteria of MOE Publication NPC-216, Residential Air Conditioning Devices, dated 1993, and the Environmental Noise Guidelines for Installation of Residential Air Conditioning Devices, dated September 1994, and thus minimize the noise impacts both on and in the immediate vicinity of the subject property.)"

Warning Clause Type D

"This building/room 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's and the Ministry of the Environment's noise criteria."

14. 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, Development and Building Services with confirmation issued by the geotechnical engineer that the Owner has complied with all recommendations and provisions of the Report, prior to construction of the foundation and at the completion of the Works, which confirmation shall be to the satisfaction of the General Manager, Planning, Development and Building Services.

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, 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.

16. Inlet Control Devices (ICDs)

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

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. 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.

20. 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.

21. 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 Frank Nighbor Place right-of-way, as shown on the approved Landscape Plan – Overall referenced in Schedule "E" herein, including all plant and landscaping material (except municipal trees). 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.

22. 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.

November 27, 2024

Date



Kersten Nitsche, MCIP RPP
(Acting) Manager, Development
Review West, Planning, Development
and Building Services Department

Enclosure: Site Plan Control Application approval – Supporting Information

SITE PLAN CONTROL APPROVAL APPLICATION SUPPORTING INFORMATION

File Number: D07-12-23-0061

SITE LOCATION

40 Frank Nighbor Place, and as shown on Document 1.

SYNOPSIS OF APPLICATION

The subject site is located on the western end of Frank Nighbor Place within the Kanata South ward. The site has an area of 0.8 ha and is currently vacant.

To the north of the site, there is a Recreational Vehicle dealership. To the east is the local street of Frank Nighbor Place, as well as a recreation and athletic facility. To the south, there are offices and recreational and athletic facilities. To the west, there will be a self-storage warehouse and automobile rental establishments, which will also be served by the private drive aisle abutting the subject site on the north.

The applicant is proposing to construct a six (6) storey hotel featuring a two (2) storey restaurant and one hundred fifteen (115) guest suites. There will be ten (10) bicycle parking spaces and one hundred sixty (160) surface parking spaces. The site is proposed to be accessed by two entrances off Frank Nighbor Place, and there is proposed to be a rear amenity courtyard as well as a ground floor patio associated with the restaurant use. Minor Variances from the Committee of Adjustment have been obtained for the minimum parking rate and minimum front yard setback.

The subject site is located within the City's Suburban Transect and is designated Mixed Industrial on the Official Plan. The site is currently zoned Light Industrial Subzone 6, Urban Exception 1414, with a height limit of 30 metres (IL6(1414) H(30)-h); which permits a variety of uses, hotels being one of them.

RELATED APPLICATIONS

N/A

DECISION AND RATIONALE

This application is approved for the following reasons:

- The proposal conforms with policies for Mixed Industrial and those in the Suburban Transect Policy Area of the Official Plan.

- The proposal is in conformity with the Zoning By-law as a minor variance application was filed (D08-02-23/A-00275) and approved to reduce the front yard setback and the minimum required number of parking spaces.
- 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 represents an appropriate site design under the current planning policy and guidelines.

PARKLAND DEDICATION

Parkland dedication, in accordance with By-law 2022-280, was previously satisfied through the related plan of subdivision approval.

CONSULTATION DETAILS

Councillor Allan Hubley was aware of the application related to this report. The 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

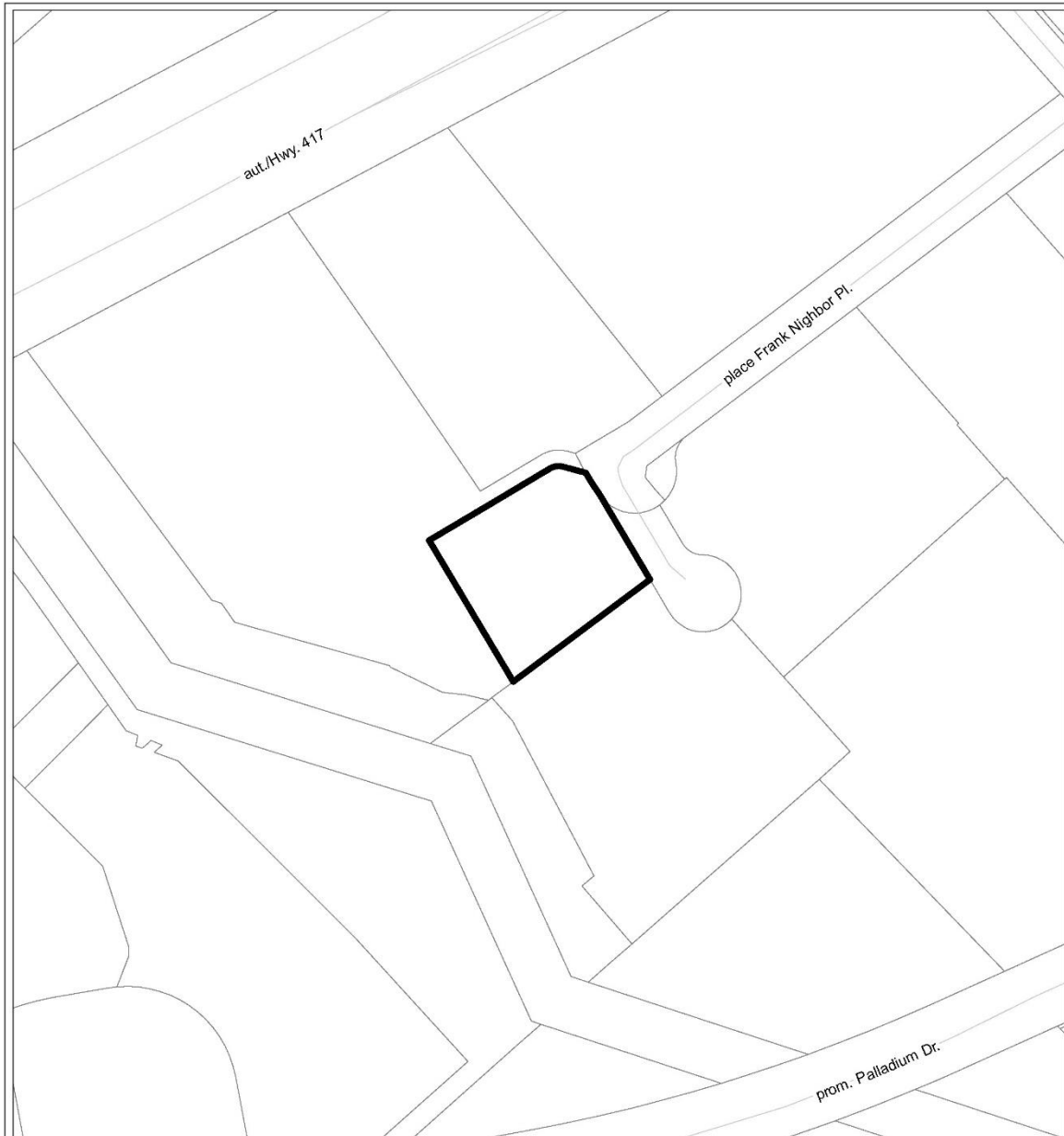
N/A

APPLICATION PROCESS TIMELINE STATUS

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

Contact: Solé Soyak Tel: 613-315-1597 or e-mail: Sole.Soyak@ottawa.ca

Document 1 – Location Map



LOCATION MAP / PLAN DE LOCALISATION
SITE PLAN / PLAN D'EMPLACEMENT

D07-12-23-0061

23-0463-L

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40 place Frank Nighbor Pl.

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REVISION / RÉVISION - 2023 / 05 / 23

