

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

Site Location: Part of 370 Huntmar Drive

File No.: D07-12-24-0148

Date of Application: November 14, 2024

This SITE PLAN CONTROL application submitted by Kevin Harper, Minto Communities Inc, on behalf of Minto Communities Inc., is APPROVED upon resolution of the conditions stated in this report.

And the following plans are approved:

1. **Site Plan (SPA)**, A100, prepared by DCA – A Group of Architects, dated 2024-10-15, revision 5 dated 2025-04-30
2. **Roof Plan (SPA)**, A105, prepared by DCA – A Group of Architects, dated 2024-10-15, revision 5 dated 2025-04-30
3. **Elevations (SPA)**, A400, prepared by DCA – A Group of Architects, dated 2024-10-15, revision 5 dated 2025-04-30
4. **Landscape Plan**, L.1, prepared by James B. Lennox & Associates Inc., dated 06/26/2024, revision 9 dated 04/29/2025
5. **Site Servicing Plan**, C-001, prepared by Arcadis, dated 2024-11-13, revision 5 dated 2025-04-30
6. **Notes and Legend**, C-010, prepared by Arcadis, dated 2024-11-13, revision 5 dated 2025-04-30
7. **Site Grading Plan**, C-200, prepared by Arcadis, dated 2024-11-13, revision 5 dated 2025-04-30
8. **Sanitary Drainage Area Plan**, C-400, prepared by Arcadis, dated 2024-11-13, revision 5 dated 2025-04-30
9. **Storm Drainage Area Plan**, C-500, prepared by Arcadis, dated 2024-11-13, revision 5, dated 2025-04-30
10. **Design Centre Storm Drainage Area Plan**, C-501, prepared by Arcadis, dated 2024-11-13, revision 5 dated 2025-04-30

11. **Site Ponding Plan**, C-600, prepared by Arcadis, dated 2024-11-13, revision 5 dated 2025-04-30
12. **Sediment – Erosion Plan**, C-900, prepared by Arcadis, dated 2024-11-13, revision 5 dated 2025-04-30

And as detailed in the following reports:

1. **Phase I Environmental Site Assessment**, prepared by Paterson Group, dated August 9, 2024
2. **Geotechnical Investigation**, Reference Number PG7168-LET.01 Revision 2, prepared by Paterson Group, revision 2 dated December 19, 2024.
3. **Design Brief**, Reference Number 47391-6.04.03, prepared by Arcadis, dated 2024-11-13, revision 5 dated 2025-04-30

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 and/or Letter of Undertaking, 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 Department, 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 Department, 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 Department, 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 Department.

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. Private Access

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

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 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.

14. **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 be 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.

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 roof-top and in-ground stormwater inlet control devices, as recommended in the approved Design Brief, 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. **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.

20. **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.

21. **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.

22. **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 Huntmar Drive and Campeau Drive right-of-way, as shown on the approved Site Plan and Landscape Plan referenced in Schedule "E" herein, including all plant and landscaping material (except municipal trees), and concrete walkways. The Maintenance and Liability Agreement shall be registered on title, at the Owner's expense, immediately after the registration of this Agreement. The Owner shall assume all maintenance and replacement responsibilities in perpetuity.

23. **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.

24. **Access Easement to City**

The Owner acknowledges and agrees it shall grant to the City, at the Owner's expense, a Blanket Easement over the lands, with the right and licence of free, uninterrupted, unimpeded and unobstructed access to the City to enter on and to pass at any and all times, on, over, along and upon the lands with or without vehicles, supplies, machinery and equipment for all purposes necessary or

convenient to construct, maintain, repair and replace the Private Watermains, Private Service Posts and fire hydrants at the Owner's expense. The Owner acknowledges and agrees that notwithstanding the rights granted to the City under the grant of easement, the Owner remains responsible at all times for the maintenance, inspection, alteration, repair, replacement and reconstruction of the utility in the said lands during their term of use. The Owner acknowledges and agrees to provide an electronic copy of the Transfer of Easement prior to the execution of this Agreement by the City, to the satisfaction of the City Solicitor. All costs shall be borne by the Owner.

25. **Blanket Drainage Easement – Committee of Adjustment**

Prior to the registration of this Agreement, the Owner shall register a blanket drainage easement over the severed land as shown on the approved Site Grading Plan referenced in Schedule "E" hereto.

26. **Kanata West Landowners Group**

Prior to the registration of this Agreement, the Owner agrees to provide the City with a clearance letter from the trustee of the Kanata West Owners Group Inc., confirming that the Owner is party to the Kanata West Owners Group and that Cost Sharing Agreements (if applicable) and all of the obligations, financial and otherwise, of the landowner(s) of this site plan have been fulfilled pursuant to the Landowners Agreement.

27. **Release of Previous Site Plan Agreement**

The Owner and the City agree that the Site Development Agreement registered on November 24, 2014, as Instrument No. OC1817302 can be released from title to the subject lands described in Schedule "A" hereto upon registration of this Agreement. The Owner acknowledges and agrees that the release of the aforementioned agreements shall be registered by the City, and all costs shall be borne by the Owner.

28. **Release of Previous Maintenance and Liability Agreement**

The Owner and the City agree that the Maintenance and Liability Agreement registered on November 24, 2014, as Instrument No. OC1817304 can be released from title to the subject lands described in Schedule "A" hereto upon registration of this Agreement. The Owner acknowledges and agrees that the release of the aforementioned agreements shall be registered by the City, and all costs shall be borne by the Owner.

29. **Consent Application - D08-01-25/B-00067**

Prior to registration of the Agreement, the Owner acknowledges and agrees to provide a copy of the Certificate of Official issued by the Secretary-Treasurer of the Committee of Adjustment, or designate, confirming that the associated Consent application (D08-01-25/B-00067) has been duly registered.

June 2, 2025



Date

Kersten Nitsche
Manager (A), 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: D07-12-24-0148

SITE LOCATION

Part of 370 Huntmar Drive, and as shown on Document 1.

SYNOPSIS OF APPLICATION

The subject property is located at the southwest corner of Campeau Drive and Huntmar Drive and is currently undeveloped. The site is an irregularly shaped parcel with an approximate area of 38,833.7 square metres. Surrounding land uses include large format retail (Tanger Outlets) and industrial business park uses to the west; low-rise residential uses to the north and east; and future development lands to the south. Further south is the Canadian Tire Centre and additional business park.

The proposed development is a two-storey office and showroom building with a total building area of 1,126 square metres. A total of 39 surface parking spaces and six bicycle parking spaces are provided. There is a singular access to the site located on Campeau Drive. Landscaped area is provided at the corner of Hunter Drive and Campeau Drive.

A Consent Application (File No. D08-01-25/B-00067) has been submitted concurrently with this Site Plan Control Application to sever the subject lands from the existing parcel. The proposed development will be located on the retained parcel, which has a lot area of 4,625 square metres.

Related Applications

The following applications are related to this proposed development:

- Consent Application - D08-01-25/B-00067

DECISION AND RATIONALE

This application is approved for the following reasons:

- The proposed development conforms with the Official Plan.
- The proposed development conforms with the Zoning By-law, including provisions specific to Mixed-Use Centre zone.

- Conditions of approval are included in this report to ensure the proposed development conforms with City policies and guidelines.
- The proposed developments demonstrate appropriate site design and represents good planning.

PARKLAND DEDICATION

Parkland dedication, in accordance with By-law 2022-280, was previously satisfied through the related plan of subdivision approval. Specifically, cash-in-lieu of parkland was satisfied through the registration of Plan 4M-1563 and the associated Subdivision Agreement registered as Instrument No. OC1781950.

CONSULTATION DETAILS

Councillor's Comments

Councillor Cathy Curry was aware of the application related to this report.

Public Comments

This application was not 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

1. The applicant has been provided comments from Hydro Ottawa, which are to be addressed directly with Hydro Ottawa
2. The applicant has been provided comments from Enbridge Gas Distribution, which are to be addressed directly with Enbridge Gas Distribution.
3. The applicant has been provided comments from Mississippi Valley Conservation Authority. Those comments have been addressed by the applicant.
4. The applicant has been provided comments from the Kanata West Landowners Group. Conditions of approval have been included requiring the applicant to provide the City with a clearance letter from the trustee of the Kanata West Owners Group Inc. confirming that the Owner is party to the Kanata West Owners Group and that Cost Sharing Agreements (if applicable) and all of the obligations, financial and otherwise, of the landowner(s) of this site plan have been fulfilled pursuant to the Landowners Agreement.

Advisory Committee Comments

Summary of Comments – Advisory Committees

The minimum required parking spaces are 26. However, the developer is providing 37

parking spaces; within the 37 parking spaces, two of them are accessible. One barrier free parking space is category A and the other is category B; a well-marked aisle is clearly identified between the two accessible parking spaces. It is worth noting that the accessible parking spaces are clearly identified by using the respective icon. The constant use of the accessible icon on pages (5/9, 7/9, 8/9, and 9/9 allowed contributed to fast location as well as number of the barrier-free parking spaces. An important question for the developer is to inform if this development proposal will include accessible washroom facilities.

Response to Comments – Advisory Committees

The Planning, Development, and Building Services Department does not review or approve architectural floor plans, as this falls outside the scope of Site Plan Control applications. Compliance with the Ontario Building Code, including the requirement for accessible washroom facilities, will be assessed by the Building Code Services Department as part of the building permit process.

APPLICATION PROCESS TIMELINE STATUS

This Site Plan application was processed by the On Time Decision Date. The Council approved timeline **has been met.**

Contact: Nishant Dave, Tel: 613-580-2424, ext. 26955 or e-mail: nishant.dave@ottawa.ca

Document 1 – Location Map

