



**SITE PLAN CONTROL APPROVAL APPLICATION
DELEGATED AUTHORITY REPORT
MANAGER, DEVELOPMENT REVIEW, WEST**

Site Location: 300 Moodie Drive

File No.: D07-12-18-0057

Date of Application: April 18, 2018

This SITE PLAN CONTROL application submitted by Colonnade BridgePort, on behalf of Colonnade Hotel Investment LP, is APPROVED as shown on the following plan(s):

1. **Site Plan**, Drawing No. SP-01, prepared by Woodman Architect & Associates Ltd., dated March 2018, revision 6 dated 11/13/18.
2. **Landscape Plan**, Drawing Number L-01, prepared by Ruhland & Associates Ltd, dated October, 2016, revision 5 dated Nov. 28/18.
3. **Landscape Details**, Drawing Number L-02, prepared by Ruhland & Associates Ltd, dated October, 2016, revision 4 dated Oct. 18/18.
4. **Exterior Finish**, Drawing No. A250, prepared by Woodman Architect & Associates Ltd., dated 2018-11-27, revision 2 dated 11/21/18.
5. **Exterior Finish**, Drawing No. A251, prepared by Woodman Architect & Associates Ltd., dated 2018-11-27, revision 2 dated 11/21/18.
6. **Elevation CRU**, Drawing No. AE-03, prepared by Woodman Architect & Associates Ltd., dated February 22, 2018, revision 6 dated 10/18/18.
7. **General Plan of Services**, Drawing number 118007-GP, prepared by Novatech Engineers, Planners & Landscape Architects, Novatech project #118007, dated April 9,2018, revision #5, dated November 26, 2018.
8. **Grading and Erosion Control & Sediment Control Plan**, Drawing number 118007-GR, prepared by Novatech Engineers, Planners & Landscape Architects, Novatech project #118007, dated April 9,2018, revision #5, dated November 26, 2018.
9. **Stormwater Management Plan**, Drawing number 118007-SWM, prepared by Novatech Engineers, Planners & Landscape Architects, Novatech project #118007, dated April 9,2018, revision #5, dated November 26, 2018.

And as detailed in the following report(s):

1. **Proposed Hotel and Restaurant Development 300 Moodie Drive, Development Servicing Study and Stormwater Management Report**, prepared by Novatech Engineers, Planners & Landscape Architects, Novatech file #118007, dated April 16, 2018, revised November 26, 2018.
2. **Phase II Environmental Site Assessment Update 300 Moodie Drive - Ottawa**, prepared by Paterson Group, Paterson file #PE4384-LET.01, dated October 17, 2018.
3. **Phase I Environmental Site Assessment, Proposed Commercial Development 300 to 320 Moodie Drive Ottawa, Ontario**, prepared by Paterson Group, Paterson report #PE4384-1, dated August 30, 2018.
4. **Geotechnical Investigation Proposed Commercial Development 300-302 Moodie Drive Ottawa, Ontario Report**, prepared by Paterson Group Inc., Paterson Report PG4148-1, dated June 23, 2017.
5. **Geotechnical Review Proposed Hotel Building 300 Moodie Drive – Ottawa Memorandum**, prepared by Paterson Group Inc., Paterson File PG4148-MEMO.01, dated April 16, 2018.
6. **Lands to be Conveyed to the City of Ottawa – 300 Moodie Drive – Ottawa**, prepared by Paterson Group Inc., dated December 4, 2018.
7. **Stationary Noise Assessment**, prepared by Gradient Wind Engineering Inc, dated April 12, 2018.
8. **Transportation Noise Assessment**, prepared by Gradient Wind Engineering Inc, dated April 12, 2018.
9. **300 Moodie Drive, Ottawa, Transportation Impact Assessment**, Prepared by Novatech Engineers, Planners & Landscape Architects, dated October 2018.

And subject to the following Standard and Special Conditions:

Standard Conditions

1. **Agreement**

The Owner shall enter into a standard site development agreement consisting of the following conditions. In the event the Owner fails to enter into such agreement within one year, this approval shall lapse.

2. **Permits**

The Owner shall obtain such permits as may be required from Municipal or Provincial authorities and shall file copies thereof with the General Manager, Planning, Infrastructure and Economic Development Department.

3. **Extend Internal Walkways**

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, Infrastructure and Economic Development Department.

4. **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 approved drawings of a design professional, such drawings to be approved by the General Manager, Planning, Infrastructure and Economic Development Department.

5. **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.

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, Infrastructure and Economic Development Department. Such sidewalk(s) shall be constructed to City Standards.

7. **Reinstatement of City Property**

The Owner shall reinstate, at its expense and to the satisfaction of the General Manager, Planning, Infrastructure and Economic Development Department, any property of the City, including, but not limited to, sidewalks, curbs and boulevards, which is damaged as a result of the subject development.

8. **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, Infrastructure and Economic Development Department.

9. **Maintenance and Liability Agreement**

The Owner shall be required to enter into a maintenance and liability agreement for all plant and landscaping material placed in the City right-of-way and the Owner shall assume all maintenance and replacement responsibilities in perpetuity.

10. **Completion of Works**

The Owner acknowledges and agrees that no new building shall be occupied on the lands, nor will the Owner convey title to any building 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, Infrastructure and Economic Development Department, 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, conveyance and/or occupancy of a lot or structure may otherwise be permitted, if in the sole opinion of the General Manager, Planning, Infrastructure and Economic Development Department, the aforesaid Works are proceeding satisfactorily toward completion. The Owner shall obtain the prior consent of the General Manager, Planning, Infrastructure and Economic Development Department for such conveyance and/or occupancy in writing.

Special Conditions

1. **Road Widening**

Prior to registration of this Agreement, the Owner acknowledges and agrees to convey to the City, at no cost to the City, an unencumbered road widening across the complete Fitzgerald Road frontage of the lands, measuring twelve (12) metres from the existing centreline of pavement/the abutting right-of-way. The exact widening must be determined by legal survey. The Owner shall provide a reference plan for registration, indicating the widening, to the City Surveyor for review and approval 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 Clerk and Solicitor prior to the execution of this Agreement by the City. All costs shall be borne by the Owner.

2. Permanent Features

The Owner acknowledges and agrees that no permanent features shall be permitted above and below grade within the City's widened right-of-way or corner sight triangle, including commercial signage, except as otherwise shown on the approved Site Plan referenced in "Schedule E" herein.

3. Geotechnical Investigation

The Owner acknowledges and agrees that it shall retain the services of a geotechnical engineer, licensed in the Province of Ontario, to ensure that the recommendations of the Geotechnical Investigation Report (the "Report"), referenced in Schedule "E" herein, are fully implemented. The Owner further acknowledges and agrees that it shall provide the General Manager, Planning, Infrastructure and Economic Development Department with confirmation issued by the geotechnical engineer that the Owner has complied with all recommendations and provisions of the Report, prior to construction of the foundation and at the completion of the Works, which confirmation shall be to the satisfaction of the General Manager, Planning, Infrastructure and Economic Development Department.

4. Protection of City Sewers

- (a) Prior to the issuance of a building permit, the Owner shall, at its expense:
 - (i) obtain a legal survey acceptable to the General Manager, Planning, Infrastructure and Economic Development Department and the City's Surveyor, showing the existing City Sewer System within Moodie Drive and Fitzgerald Road and the location of the proposed building and its footings in relation to the City Sewer System;
 - (ii) obtain a video inspection of the City Sewer System within Moodie Drive and Fitzgerald Road prior to any construction to determine the condition of the existing City Sewer System prior to construction on the lands and to provide said video inspection to the General Manager, Planning, Infrastructure and Economic Development Department.
- (b) Upon completion of construction on the lands, the Owner shall, at its expense and to the satisfaction of the General Manager, Planning, Infrastructure and Economic Development Department:
 - (i) obtain a video inspection of the existing City Sewer System within Moodie Drive and Fitzgerald Road to determine if the City Sewer System sustained any damages as a result of construction on the lands; and
 - (ii) assume all liability for any damages caused to the City Sewer

System within Moodie Drive and Fitzgerald Road and compensate the City for the full amount of any required repairs to the City Sewer System.

5. Waste and Recycling Collection

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

6. Waste Reduction Workplan Summary

Prior to the issuance of a building permit, the Owner acknowledges and agrees to prepare a waste reduction workplan summary for the construction project as required by O.Reg. 102/94, being "Waste Audits and Waste Reduction Work Plans" made under the *Environmental Protection Act*, RSO 1990, c E.19, as amended, to the satisfaction of the General Manager, Planning, Infrastructure and Economic Development Department. The Owner further acknowledges and agrees to provide a copy of the said waste reduction workplan summary to the General Manager, Planning, Infrastructure and Economic Development Department.

7. Requirement for a Grease Trap

In accordance with the City's Sewer Use By-law, being By-law No. 2003-514, as amended, the Owner acknowledges and agrees to install a grease trap on the internal sanitary plumbing system when a restaurant is established on the lands.

8. Soil Management

The Owner acknowledges and agrees to retain an environmental consultant to identify areas on the subject lands where excess soils, fill and/or construction debris will be removed. If through further testing any of these materials are found to be contaminated, the Owner acknowledges and agrees to dispose, treat or recycle these materials at a waste disposal site or landfill licensed for that purpose by the Ministry of the Environment and Climate Change.

9. 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.

10. Cash in Lieu of Parkland

Upon execution of this Agreement, the Owner shall pay cash-in-lieu of parkland in the amount of \$19,345.67 as referenced in Schedule "B" herein. The Owner shall also pay the parkland appraisal fee of \$500.00 plus H.S.T. of \$65.00, as referenced in Schedule "B" herein. Pursuant to the City's Parkland Dedication By-law, being By-law No. 2009-95, as amended, 40% of said funds collected shall be directed to City wide funds, and 60% shall be directed to Ward 8 funds.

11. 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, Infrastructure and Economic Development Department, 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.

12. Tree Protection

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

- (a) Erect a fence at the critical root zone (CRZ) of trees, defined as ten (10 cm) centimetres from the trunk for every centimetre of trunk DBH (i.e., $CRZ = DBH \times 10cm$);
- (b) Do not place any material or equipment within the CRZ of the tree;
- (c) Do not attach any signs, notices or posters to any tree;

- (d) Do not raise or lower the existing grade within the CRZ without the approval of the General Manager, Planning, Infrastructure and Economic Development Department;
- (e) Tunnel or bore when digging within the CRZ of a tree;
- (f) Do not damage the root system, trunk or branches of any tree; and
- (g) Ensure that exhaust fumes from all equipment are not directed towards any tree's canopy.

13. Tree Permit

The Owner acknowledges and agrees that any trees to be removed shall be removed in accordance with the approved Tree Permit and/or the Tree Conservation Report referenced in Schedule "E" hereto, and in accordance with the City's Urban Tree Conservation By-law, being By-Law No. 2009-200, as amended. The Owner further agrees that a copy of the approved Tree Permit and/or Tree Conservation Report shall be posted on the construction site at all times until Approval is granted by the City for such Works.

14. Private Approach Detail

The Owner agrees that all private approaches, including temporary construction access to the subject lands, shall be designed and located in accordance with and shall comply with the City's Private Approach By-Law, being By-law No. 2003-447, as amended, and shall be subject to approval of the General Manager, Planning, Infrastructure and Economic Development Department.

15. Joint Use, Maintenance and Liability Agreement

- (a) The Owner acknowledges and agrees that should the lands be severed in the future, 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 water mains, 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, Infrastructure and Economic Development Department.
- (b) The Owner shall file with the General Manager, Planning, Infrastructure and Economic Development Department, 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 16(a) above.

- (c) The Owner acknowledges and agrees that the Joint Use, Maintenance and Liability Agreement shall be registered on the Owner's Land at no cost to the City, and a copy of the registered agreement shall be provided to the General Manager, Planning, Infrastructure and Economic Development Department.
- (d) The Owner acknowledges and agrees that the Joint Use, Maintenance and Liability Agreement shall include a clause to require all future purchasers to enter into an Assumption Agreement in order to transfer all legal and financial obligations required under the Joint Use, Maintenance and Liability Agreement.
- (e) The Owner acknowledges and agrees that should the lands be severed in the future, it shall ensure that the future owner of the freehold units shall apply for an Environmental Compliance Approval for the operation of the jointly operated sewage works.

16. Designated Substances Survey

Prior to demolition of any existing buildings located on the lands described in Schedule "A" herein, the Owner acknowledges and agrees to complete a designated substances survey and submit the findings and recommendations for the proper handling and disposal of waste as identified in said survey, to the satisfaction of the General Manager, Planning, Infrastructure and Economic Development Department, and in accordance with Best Management Practices. The survey shall address but not be limited to:

- (a) Designated Substance – Asbestos on Construction Projects and in Buildings and Repair Operations, *Occupational Health and Safety Act*, O.Reg 278/05, as amended, (O.Reg 278/05);
- (b) Guideline for Lead on Construction Projects, prepared by the Ontario Ministry of Labour - Occupational Health and Safety Branch, published September 2004 and revised April 2011, as amended;
- (c) Construction Projects, *Occupational Health and Safety Act*, O.Reg 213/91, as amended, (O.Reg 213/91);
- (d) Registration Guidance Manual for Generators of Liquid Industrial and Hazardous Waste, prepared by the Ontario Ministry of the Environment, published April 1995 and revised June 2011, as amended, to be used in conjunction with General-Waste

Management, Environmental Protection Act, R.R.O. 1990, Reg. 347, as amended, (O.Reg 347);

- (e) Waste Management – PCB's, Environmental Protection At, R.R.O. 1990, Reg. 362, as amended, (O.Reg 362).

17. Off-Site Contamination Management Agreement

The Owner acknowledges and agrees that where contamination emanating from the site and impacting the City's rights-of-way is discovered during the course of the Works, the Owner shall notify the Manager, Realty Services immediately in writing and agrees to enter into an Off-Site Management Agreement with the City to address the contamination in the rights-of-way. The Owner shall be responsible for all associated costs with the Off-Site Management Agreement, which agreement shall be to the satisfaction of the General Manager, Planning, Infrastructure and Economic Development Department.

18. 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 Development Servicing Study 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.

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 drawing(s) 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, Infrastructure and Economic Development Department.

20. Stormwater Management Memorandum

Prior to registration of this Agreement, the Owner acknowledges and agrees to provide the General Manager, Planning, Infrastructure and Economic Development Department, with a memorandum prepared by a Professional Engineer, licensed in the Province of Ontario, confirming that the designed roof-top scuppers and associated spill point elevations will be set equivalent to the top of the control weir of the approved roof drain elevation(s). The Owner further acknowledges and agrees that said memorandum shall be to the satisfaction of the General Manager, Planning, Infrastructure and Economic Development Department, and all associated costs shall be the Owner's responsibility.

21. Professional Engineering Inspection

The Owner shall have competent Professional Engineering inspection personnel on-site during the period of construction, to supervise the Works, and the General Manager, Planning, Infrastructure and Economic Development 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, Infrastructure and Economic Development 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, Infrastructure and Economic Development Department, may order all Work in the project to be stopped, altered, retested or changed to the satisfaction of the General Manager, Planning, Infrastructure and Economic Development Department.

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, Infrastructure and Economic Development Department 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. Site Dewatering

The Owner acknowledges and agrees that while the site is under construction, any water discharged to the sanitary sewer due to dewatering shall meet the requirements of the City's Sewer Use By-law No. 2003-514, as amended.

24. Traffic Impact Assessment

The Owner(s) has undertaken a Transportation Impact Assessment for this site, prepared by Novatech Engineers, Planners & Landscape Architects, Project No. 118007, dated October 2018, to determine the infrastructure and programs needed to mitigate the impact of the proposed development on the local transportation network and establish the site design features needed to support system-wide transportation objectives. The Owner shall ensure, that the recommendations of the Transportation Study/Brief are fully implemented, to the satisfaction of the General Manager, Planning and Planning, Infrastructure and Economic Development Department.

25. City Street Signage

The Owner(s) are responsible for all costs associated with the supply and installation by the City of Ottawa all necessary regulatory and warning signs required to accommodate this development.

26. Parking and Deliveries

The Owner agrees that all parking and deliveries related to the function and operation of the development will occur and be accommodated on site; these activities will not be permitted on the public roads.

27. Noise Impact Study

The Owner(s) shall implement the noise control attenuation measures recommended in the approved noise study.

- a) Each unit is to be equipped with Central Air Conditioning.
- b) Prior to issuance of building permit, a review of building components (windows, walls, doors) is required and must be designed to achieve indoor sound level criteria.
- c) Notices-on-Title respecting noise:

"Purchasers/Owners are advised that despite the inclusion of noise control features in the development and within the building units, sound levels due to increasing roadway and rail traffic may, on occasion, interfere with some activities of the occupants as the sound levels exceed the sound level limits of the City of Ottawa and Ministry of the Environment and Climate Change. To help address the need for sound attenuation, this development includes:

- STC multi-pane glass glazing elements
 - North, East, and South façade hotel room: STC 30
- STC rated exterior walls
 - East, south, and west facade: STC 45

To ensure that provincial sound limits are not exceeded it is important to maintain these sound attenuation features.

This development has also been designed with air conditioning for all units. Installation of air conditioning will allow windows and exterior doors to remain closed, thereby ensuring that the indoor sound levels are within the sound limits of the City of Ottawa and the Ministry of the Environment and Climate Change.”

and

“Purchaser/Tenants of the units are advised that despite this inclusion of noise control features in this development and within building units, noise levels from increasing roadway traffic on Moodie Drive and Fitzgerald Road may be of concern, occasionally interfering with some activities of the dwelling occupants, as the outdoor sound level exceed the City of Ottawa’s and the Ministry of the Environment’s noise criteria.”

and

“The transferee covenants with the transferor, and the lessee covenants with the lessor, that the above clause’s, verbatim, shall be included in all subsequent agreements of purchase and sale, lease agreements, and Transfers/Deeds conveying the lands described herein, which covenant shall run with the said lands and is for the benefit of the owner of the adjacent road.”

and

“The Transferee for himself, his heirs, executors, administrators, successors and assigns acknowledges being advised that the property/dwelling unit is located in a noise and vibration sensitive area due to its proximity to railway facilities and that noise and/or vibration, due to rail operations may interfere year round with some indoor activities and with outdoor activities, particularly during the summer months. The Transferee for himself, his heirs, executors, administrators, successors and assigns also acknowledges being advised that the railway operates 24 hours a day, which may affect the living environment of the residents of the property/area. The Transferee further acknowledges that the Canadian National Railway Company and the City of Ottawa are not responsible if the Transferee for himself, his heirs, executors, administrators, successors and assigns, finds that the noise and/or vibration due to rail operations, continue to be of concern or are offensive.”

Letter for Noise Control Measures

- a) The Owner acknowledges and agrees that upon completion of the development and prior to occupancy and/or final building inspection, it shall retain a Professional Engineer, licensed in the Province of Ontario with expertise in the subject of acoustics related to land use planning, to visit the lands, inspect the installed noise control measures and satisfy himself that the installed recommended interior noise control measures comply with the measures in the Noise Impact Assessment Study referenced in Schedule “E” hereto, as approved by the City and/or the approval agencies and authorities (The Ministry of the Environment and Climate Change) or noise thresholds identified in the City’s Environmental Noise Control Guidelines. The Professional Engineer shall prepare a letter to the City’s Development Inspection Program Manager (the “Certification Letter”) stating that he certifies acoustical compliance with all requirements of the applicable conditions in this Agreement, to the satisfaction of the General Manager, Planning, Infrastructure and Economic Development Department.
- b) The Certification Letter shall be unconditional and shall address all requirements as well as all relevant information relating to the development, including project name, lot numbers, building identification, drawing numbers, noise study report number, dates of relevant documents and in particular reference to the documents used for the building permits and site grading applications. The Certification Letter(s) shall bear the certification stamp of a Professional Engineer, licensed in the Province of Ontario, and shall be signed by said Professional Engineer, and shall be based on the following matters:
 - i. Actual site visits, inspection, testing and actual sound level readings at the receptors;
 - ii. Previously approved Detailed Noise Control Studies, Site Plan and relevant approved Certification Letters (C of A) or Noise thresholds of the City’s Environmental Noise Control Guidelines; and
 - iii. Non-conditional final approval for release for occupancy.
- c) All of the information required in subsections (a) and (b) above shall be submitted to the General Manager, Planning, Infrastructure and Economic Development Department, and shall be to his satisfaction.

28. 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 five metres x five metres at the intersection of Moodie Drive and Fitzgerald Road. 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 Clerk and Solicitor prior to the execution of this Agreement by the City. All costs shall be borne by the Owner.

29. Minor Variance

Prior to registration of this Agreement, the Owner shall provide evidence to the General Manager, Planning, Infrastructure and Economic Development that the minor variance application D08-02-18/A-00385 has been approved by the Committee of Adjustment with all possibility of appeal exhausted.

30. Railway Warning Clause

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:

“The City of Ottawa or its assigns or successors in interest has or have a rights-of-way within 300 metres from the land subject hereof. There may be alteration to or expansions of the railway facilities on such rights-of-way in the future including the possibility that the railway or its assigns or successors as aforesaid may expand its operations, which expansion may affect the environment of the occupants in the vicinity, notwithstanding the inclusion of any noise and vibration attenuating measures in the design of the development and individual dwellings. The City of Ottawa will not be responsible for any complaints or claims arising from use of such facilities and/or operations on, over or under the aforesaid rights-of-way.”

December 18, 2018

Date



Derrick Moodie
Manager, Development Review
West
Planning, Infrastructure and Economic
Development Department

Enclosure: Site Plan Control Application approval – Supporting Information

SITE PLAN CONTROL APPROVAL APPLICATION SUPPORTING INFORMATION

File Number: D07-12-18-0057

SITE LOCATION

300 Moodie Drive, and as shown on Document 1.

SYNOPSIS OF APPLICATION

The property is located in the northwest corner of the Moodie Drive and Fitzgerald Road intersection in Bell's Corner. The property is a corner lot with an area of 9,316 m², and approximately 130 metres of frontage along Moodie Drive and 93 metres of frontage along Fitzgerald Road. The site is surrounded by the Carleton Place rail corridor to the north, and a variety of office and commercial buildings on all remaining sides.

The proposal includes a six-storey, 140-room hotel fronting Fitzgerald Road and a one-storey, 525 square metre commercial retail unit fronting Moodie Drive. The commercial retail unit will likely be occupied by a restaurant use that will include a 100 square metre outdoor commercial patio along Moodie Drive. A total of 160 vehicle parking spaces, 9 bicycle parking spaces and 3 loading spaces are proposed for the two uses to be accessed via the existing entrance on Moodie Drive and the existing westerly entrance on Fitzgerald Road. The two other existing accesses on Fitzgerald Road will be removed. A new concrete sidewalk will provide pedestrian access from the intersection to the hotel building and an internal walkway on-site is available to access the commercial building to the north.

DECISION AND RATIONALE

This application is approved for the following reasons:

- The proposal conforms to all applicable Official Plan policies.
- The proposal meets all applicable Zoning By-law 2008-250 regulations.
- On December 5, 2018, the Committee of Adjustment has approved (D08-02-18/A-00385) a minor variance application that seeks relief to the minimum vehicle-parking ratio, maximum permitted size of commercial retail unit, and location and screening for the proposed loading spaces and garbage facility. The decision is currently in appeal period. A condition to provide evidence that all possibility of appeal has been exhausted is included as part of the requirement prior to registration.

- The proposal represents good planning.

CONSULTATION DETAILS

Councillor Rick Chiarelli has concurred with the proposed conditions of approval.

Public Comments

Summary of Comments - Public

No public comment were received.

APPLICATION PROCESS TIMELINE STATUS

This Site Plan application was not processed by the On Time Decision Date established for the processing of an application that has Manager Delegated Authority due to complexities associated with the site (e.g. brownfield, proximity to rail corridor).

Contact: Stream Shen Tel: 613-580-2424, ext. 24488, fax 613-580-2576 or e-mail: stream.shen@ottawa.ca