

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

Site Location: 351 Sandhill Road

File No.: D07-12-17-0119

Date of Application: September 18, 2017

This SITE PLAN CONTROL application submitted by Holzman Consultants Inc. on behalf of the Kanata Muslim Association is APPROVED as shown on the following plan(s):

1. **Site Plan – Phase (1)**, Drawing No. A1.0, prepared by A+ Architecture Inc., dated November 23, 2016, revision 4 dated May 28, 2019.
2. **Site Plan – Phase (2)**, Drawing No. A1.1, prepared by A+ Architecture Inc., dated November 23, 2016, revision 5 dated May 28, 2019.
3. **Exterior Elevations – Coloured Phase 2** Drawing No. A3.2, prepared by A+ Architecture Inc., dated November 23, 2016, revision 1 dated February 11, 2019.
4. **Exterior Elevations – Coloured Phase 2** Drawing No. A3.3, prepared by A+ Architecture Inc., dated November 23, 2016, revision 1 dated February 11, 2019.
5. **Landscape Plan – Phase 1**, Drawing No. L1-1, prepared by Lashley & Associates, dated June 18, 2018, revision 9 dated May 31, 2019.
6. **Landscape Plan – Phase 2**, Drawing No. L1-2, prepared by Lashley & Associates, dated June 18, 2018, revision 9 dated May 31, 2019.
7. **Existing Conditions**, Drawing No. EX, prepared by EXP Services Inc., dated August 20, 2018, revision 4 dated April 16, 2019.
8. **Municipal Sanitary Extension – Plan and Profile**, Drawing No. PP, prepared by EXP Services Inc., dated November 12, 2018, revision 3 dated April 16, 2019.
9. **Grading Plan – Phase 1**, Drawing No. GP-1, prepared by EXP Services Inc., dated December 9, 2016, revision 6 dated May 24, 2019.
10. **Grading Plan – Phase 2**, Drawing No. GP-2, prepared by EXP Services Inc., dated December 9, 2016, revision 7 dated May 24, 2019.

11. **Erosion & Sediment Control Plan – Phase 1**, Drawing No. ESCP-1, prepared by EXP Services Inc., dated December 9, 2016, revision 6 dated May 24, 2019.
12. **Erosion & Sediment Control Plan – Phase 2**, Drawing No. ESCP-2, prepared by EXP Services Inc., dated December 9, 2016, revision 6 dated May 24, 2019.
13. **Site Servicing – Phase 1**, Drawing No. SS-1, prepared by EXP Services Inc., dated December 9, 2016, revision 9 dated May 24, 2019.
14. **Site Servicing – Phase 2**, Drawing No. SS-2, prepared by EXP Services Inc., dated December 9, 2016, revision 9 dated May 24, 2019.
15. **Stormwater Management Plan – Phase 1**, Drawing No. SWM-1, prepared by EXP Services Inc., dated December 9, 2016, revision 6 dated May 24, 2019.
16. **Stormwater Management Plan – Phase 2**, Drawing No. SWM-2, prepared by EXP Services Inc., dated December 9, 2016, revision 6 dated May 24, 2019.

And as detailed in the following report(s):

1. **Stormwater Management & Servicing Report**, Project No. OTT-00238564-A0, prepared by EXP Services Inc., dated September 13, 2017, revised April 25, 2019.
2. **Geotechnical Investigation**, Report No. PG4228-1, prepared by Paterson Group Inc., revision 1 dated November 19, 2018.
3. **Memorandum – Grading Plan Review**, File No. PG4228—MEMO.02, prepared by Paterson Group Inc., dated November 19, 2018.
4. **Phase One Environmental Site Assessment**, File No. 160459, prepared by LRL Engineering, dated October 9, 2018.
5. **Site Lighting Letter**, File No. 18006, prepared by Alfa+ Project Leaders Inc., dated November 28, 2018.
6. **Transportation Impact Assessment**, Report No. 118-675, prepared by D.J. Halpenny & Associates Ltd., dated February 22, 2018.
7. **Tree Conservation Report**, Project No. 18710-1, prepared by Lashley & Associates, dated June 2018.

And subject to the following Standard and Special Conditions:

Standard Conditions

1. Site Plan 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, the 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 acknowledges and agrees it shall be required to enter into a Maintenance and Liability Agreement for all decorative paving (unit paver walkways) placed in the City's right-of-way along Sandhill Road in accordance with City Specifications, and 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.

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.

11. 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(s) of the parcels shall enter into a Joint Use, Maintenance and Liability Agreement which shall be binding upon the owners and all subsequent purchasers to deal with the joint use, maintenance and liability of the common elements, including but not limited to any private roadway(s) and concrete sidewalks; common grass areas; common party walls, exterior walls; common structural elements such as the roof, foundations; common parking areas; sewers and watermains, for the mutual benefit and joint use of the owners; and any other elements located in the common property; and the Joint Use, Maintenance and Liability Agreement shall be filed with the General Manager, Planning, Infrastructure and Economic Development.
- b) The Owner shall file with the General Manager, Planning, Infrastructure and Economic Development, an opinion from a solicitor authorized to practice law in the Province of Ontario that the Joint Use, Maintenance and Liability Agreement is

binding upon the owners of the land and all subsequent purchasers to deal with the matters referred to Clause 11 a) above.

- c) The Owner acknowledges and agrees that the Joint Use, Maintenance and Liability Agreement shall be registered on the Owner's lands at no cost to the City, and a copy of the registered agreement shall be provided to the General Manager, Planning, Infrastructure and Economic Development.
- 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.

Special Conditions

12. Phasing

Within five (5) years of registration of this Agreement, the Owner acknowledges and agrees to obtain a building permit for the construction of the buildings identified within the approved Site Plan – Phase 2, referenced in Schedule “E” herein. In the event that the Owner is unable to comply with said time frame for obtaining a building permit for the construction of Phase 2, the Site Plan approval for Phase 2 shall lapse, unless the Owner has made an application to the City and received approval for such extension prior to the lapse date. The Owner further acknowledges and agrees that securities for Phase 2, as identified in Schedule “B” of this agreement, are to be submitted to the General Manager, Planning, Infrastructure and Economic Development prior to any request for a commence work order for Phase 2.

13. Exterior Elevation Drawings

The Owner acknowledges and agrees to construct the proposed Phase 2 building in accordance with the approved Exterior Elevations, referenced in Schedule “E” herein. The Owner further acknowledges and agrees that any subsequent proposed changes to the approved Elevations Plans shall be filed with the General Manager, Planning, Infrastructure and Economic Development Department and agreed to by both the Owner and the City prior to the implementation of such changes. No amendment to this Agreement shall be required.

14. 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.

15. 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.

16. 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.

17. 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, 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.

18. Protection of City Sewers

Prior to the issuance of a building permit, the Owner shall, at its expense:

- a) obtain a video inspection of the City Sewer System within Sandhill 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.

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:

- a) obtain a video inspection of the existing City Sewer System within Sandhill Road and to determine if the City Sewer System sustained any damages as a result of construction on the lands; and
- b) assume all liability for any damages caused to the City Sewer System within Sandhill Road and compensate the City for the full amount of any required repairs to the City Sewer System.

19. 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.

20. 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.

21. 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 Fire Department when requested.

The Owner agrees to have a professional engineer, licensed in the province of Ontario, conduct regular water loss inspections, every 5 years or as often as requested by the City, of the private water system, and to provide copies of the inspection reports to the General Manager, Environmental Services Department for review by the City's Drinking Water Operations, Utility Services and or Ottawa Fire Services.

22. 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 Clerk and Solicitor. All costs shall be borne by the Owner.

23. Inlet Control Devices (ICDs)

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

24. Permit To Take Water (PTTW)

If required, the Owner acknowledges and agrees to obtain an approved temporary Permit to Take Water application from the Ministry of the Environment, Conservation and Parks in accordance with *O. Reg. 387/04 Water Taking and Transfer pursuant to Section 34 of the Ontario's Water Resources Act, R.S.O. 1990, c.o.40* prior to starting the project to the satisfaction of the General Manager, Planning, Infrastructure and Economic Development.

25. 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 Record 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, Infrastructure and Economic Development.

26. Utility Clearance

The Owner acknowledges and agrees to obtain all necessary utility clearances prior to construction and file copies thereof with the General Manager, Planning, Infrastructure and Economic Development.

27. 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.

28. Off-Site Works

Where works are performed on existing Roads outside of the subject site, such roads and services shall be reinstated to the satisfaction of the General Manager, Planning, Infrastructure and Economic Development Department.

29. Leak Detection Survey

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 inspection 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, Public Works and Environmental 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, Public Works and Environmental Services when such repairs have been completed.

30. TIS /Traffic study

The Owner(s) has undertaken a Transportation Study for this site, prepared by D. J. Halpenny & Associates Ltd. (File # 118-675) dated 22 February 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 are fully implemented, to the satisfaction of the General Manager, Planning and Planning, Infrastructure and Economic Development Department.

31. 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 Curb Return at a Private Entrance" Plan, Drawing No. SC7.1, dated March 2007 and revised March 2013, and the Owner shall comply with the City's Private Approach By-law, being No. 2003-447, as amended.

32. Street Name and Signs

- a) The Owner acknowledges and agrees it shall provide for, install and maintain, at its own expense, all regulatory traffic signage, in accordance with the City's Municipal Addressing By-law 2014-78, as amended, for any private road within the area controlled by this Agreement.
- b) The Owner acknowledges and agrees it shall provide for, install and maintain, at its own expense, all temporary street name signs, in accordance with the City's Municipal Addressing By-law 2014-78, as amended, for any private road within the area controlled by this Agreement.
- c) The Owner acknowledges and agrees it shall, at its own expense, make arrangements for the City to provide, install, and maintain all permanent street name signs, in accordance with the City's Municipal Addressing By-law 2014-78, as amended, and to City Specifications or Standards.

33. Installation of Signs on Private Property

The Owner acknowledges and agrees that, prior to installation of any signage on the lands, it shall obtain approval from the Chief Building Official, Building Code Services, and the General Manager, Planning, Infrastructure and Economic Development,

which signage shall be in accordance with the City's Permanent Signs on Private Property By-law No. 2016-326, as amended.

34. Tree Protection

The Owner acknowledges and agrees that all trees to be retained, as shown on the approved Landscape Plans 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.

35. 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 Plan 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.

36. Fire Department Connection

Prior to Occupancy of the proposed Phase 2 buildings, the Owner acknowledges and agrees to confirm with Ottawa Fire Services the visibility of the Fire Department Connection and any required markings or signage to be provided on site indicating that only the new building will have sprinkler coverage.

37. Decommissioning of Existing Private Water Well

The Owner acknowledges and agrees that when public services are available the existing private water well must be decommissioned by a licensed well driller in accordance with the Ontario Ministry of the Environment (MOE) Regulation 903. The Owner further agrees to provide certification from a qualified professional confirming

that the private water well has been decommissioned appropriately to the General Manager, Planning, Infrastructure and Economic Development Department.

38. Decommissioning of Existing Septic Tank

The Owner acknowledges and agrees that when public services are available the existing septic tank must be decommissioned in accordance with Part 8 of the Ontario Building Code. The Owner further agrees to provide receipts from the final pump outs as well as certification from a qualified professional confirming that the tanks have been decommissioned appropriately to the General Manager, Planning, Infrastructure and Economic Development Department. The Owner acknowledges and agrees that materials contained in the tile field of the sewage system(s) are considered contaminated materials unless independently tested otherwise. Prior to any site construction, materials in the bed must be removed in accordance with Ministry of the Environment Guidelines, including disposal at an appropriately licensed site, to prevent onsite workers from exposure to the materials or the release of contaminated materials to surface and groundwater.

39. Securities for Decommissioning Existing Private Services

The Owner acknowledges and agrees to post securities equal to the costs of the decommissioning and removal of the existing private services. The Owner further agrees that these securities will only be released when the private services have been decommissioned and removed and the connections to public services completed to the satisfaction of the General Manager, Planning, Infrastructure and Economic Development Department.

40. Flow Control Roof Drainage Declaration

Prior to the release of a building permit for Phase 2, the Owner acknowledges and agrees to provide the General Manager, Planning, Infrastructure and Economic Development Department, with a Flow Control Roof Drainage Declaration. The Owner further acknowledges and agrees that said declaration 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.

41. Pressure Reducing Valve

The Owner acknowledges and agrees that, in accordance with the approved Stormwater Management & Servicing Report, referenced in Schedule "E" herein, water pressure at the water meter is calculated to vary from 592 kPa to 610 kPa (86 to 88 psi). Since it is calculated that the water pressure will exceed the maximum pressure constraint of 552 kPa (80 psi), the Owner acknowledges and agrees to install, at the Owners expense, pressure reducing valves (PRVs) on all water service laterals as part of the building plumbing.

42. Existing Ground Source Heat Pump System

In accordance with the City's Water By-law, being By-law No. 2018-167, as amended, the owner acknowledges and agrees that the existing well that is supplying the existing ground source heat pump system shall be restricted to supplying the ground source heat pump system only and there shall be no connection of pipes to plumbing from this well. The well and ground source heat pump system shall be decommissioned prior to occupancy of the Phase 2 buildings.

43. Backflow Prevention Device Required

In accordance with the City's Water By-law, being By-law No. 2018-167, as amended, the owner acknowledges and agrees to install a Backflow prevention device as approved by the General Manager of Public Works and Environmental Services at the sole expense of the Owner prior to any connection being made to the City's Water Distribution System. The Owner shall ensure:

- a) Approved Backflow prevention device is installed and maintained by a Qualified Person and in accordance with the Canadian Standards Association Manual for the Selection and Installation of Backflow Preventers/Maintenance and Field Testing of Backflow Preventers, as amended, and the Building Code Act, as amended.
- b) Approved Backflow prevention device is registered with the City and tested upon installation and annually thereafter by a Qualified Person.

A site survey is completed and submitted to the City by a Qualified Person, for Premise isolation, every five (5) years from the date of the completion of the first survey; or within thirty (30) days of any Hazard level increase, unless otherwise required by the General Manager.

44. Use of Explosives and Pre-Blast Survey

- a) 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, structure, water wells and facilities likely to be affected by the blast, in particular, those within seventy-five (75) metres of the location where explosives are to be used. 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 (the "Notification Letter").
- b) The Owner acknowledges and agrees that the Notification Letter(s) shall be in compliance with City Standard S.P. No. F-1201 and to the satisfaction of the General Manager, Planning, Infrastructure and Economic Development Department. Pursuant to City Standard S.P. No. F-1201, the Owner or its agents, contractors and subcontractors shall provide written notice to all owners and

tenants of any building and/or facility located within a minimum of one hundred and fifty (150) metres from the blasting location at a minimum of fifteen (15) business days prior to any blasting. The Owner further acknowledges and agrees that it shall provide a copy of the Notification Letter(s) to the General Manager, Planning, Infrastructure and Economic Development Department prior to any blasting activities.

June 12, 2019



Date

Derrick Moodie
Manager, Development Review
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: D07-12-17-0119

SITE LOCATION

351 Sandhill Road, and as shown on Document 1.

SYNOPSIS OF APPLICATION

The subject property is located in the north end of Kanata in Briarbrook. The site is located just west of Sandhill Road, south of Klondike Road, east of March Road and north of Shirley's Brooke Drive. The subject site is bound by a number of similar institutional uses including South March Public School, Greenwoods Academy, Brookside Baptist Church and St. John's Anglican Church and cemetery.

The subject site has an area of approximately 8000m² with 60m of frontage along Sandhill Road. Currently, the subject site is occupied by a single-detached dwelling and detached storage shed. This building will be retained as part of the development

The subject site was, at the time of application, zoned Development Reserve (DR) which is a zone recognizing lands intended for future urban development in areas designated as General Urban Area and Developing Communities in the Official Plan. Through the associated Zoning By-law Amendment application (D02-02-17-0088) the lands were rezoned to Minor Institutional Subzone A, Exception 2448 (I1A[2448]) permitting the proposed Place of Worship.

Development of the subject site will occur in two phases. The first phase of proposed development is for the renovation of the existing single-detached dwelling into a worship area and the development of the parking area to the rear of the building. The second phase of development is for the construction of a two-storey building at the front of the existing dwelling. This building will have a footprint of 1,214 square metres and will consist of a prayer hall and multipurpose community centre with meeting rooms, a kitchen and washrooms. As part of this phase, accessible parking spaces and a drop-off/pick-up area will be constructed along the internal driveway. The existing dwelling will also be reduced during this phase accommodating additional bicycle parking. A single access will be provided at the time of buildout and refuse storage will be provided internally within the existing building.

DECISION AND RATIONALE

This application is approved for the following reasons:

- The site is designated 'General Urban Area' within the City of Ottawa Official Plan and the proposed meets the policies and objectives of this designation.



- The proposed development of a place of worship is a land use permitted within the amended Minor Institutional Subzone A zoning.
- The proposed development is in compliance with Zoning By-law 2008-250 and the applicable I1A[2448] provisions.
- Site issues such as landscaping, servicing and stormwater management, refuse storage & collection, and urban design have been satisfactorily addressed through the Site Plan Control process.
- A registered site plan agreement is required as a condition of approval to ensure that the subject site is developed to the satisfaction of the City.

CONSULTATION DETAILS

Councillor Jenna Sudds has concurred with the proposed conditions of approval.

Public Comments

Summary of Comments - Public

A total of 23 comments were submitted as part of the circulation process for the Zoning and Site Plan Control applications. One community information session was also held in the community on October 23rd, 2017 at the Mlacak Centre. The following are the comments provided and associated responses.

1. The proposed development will create traffic and congestion on local streets, especially Sandhill Road.

Response: In response to community concerns regarding traffic, staff requested that a Transportation Impact Assessment be prepared by the proponents to account for peak hours of operation. It has been confirmed that any additional traffic generated by the development can be safely accommodated by Sandhill Road.

2. The proposed development will result in on-street parking.

Response: Sufficient parking will be provided on-site. The minimum number of parking spaces required for the proposed use has been calculated based on full build-out and maximum building occupancy. Staff have advised the proponents to consult adjacent property owners for a shared parking agreement for large events.

3. The proposed development will create a nuisance related to noise on surrounding properties.

Response: A Noise Study was not required as part of the site plan control process, as the proposed use is not noise sensitive nor a noise generator. Staff have reviewed the proposal and do not have concerns related to noise.



4. The proposed development should incorporate a sidewalk along the frontage of the site.

Response: The proponents have provided a sidewalk along the frontage of the site.

5. The proposed development is not compatible with the surrounding residential neighbourhood.

Response: The General Urban Area of the Official Plan permits a wide range of housing types in combination with conveniently located employment, institutional, cultural, retail, service, leisure, and entertainment uses. The subject property is located in proximity to a range of uses, a majority of which are similar institutional uses. The proposal will have minimal impact on the surrounding neighbourhood and is therefore compatible with the character of the area.

6. The proposed development will impede on the safety of the surrounding neighbourhood.

Response: Staff have reviewed the proposal and confirm that there are no safety concerns associated with the development.

Technical Agency/Public Body Comments

Summary of Comments –Technical

Rogers Communication, Enbridge Gas Distribution, Zayo, Hydro Ottawa and the Mississippi Valley Conservation Authority sent comments on the proposal that are standard for development applications in regards to telecommunications, utility access, and easements.

Response to Comments –Technical

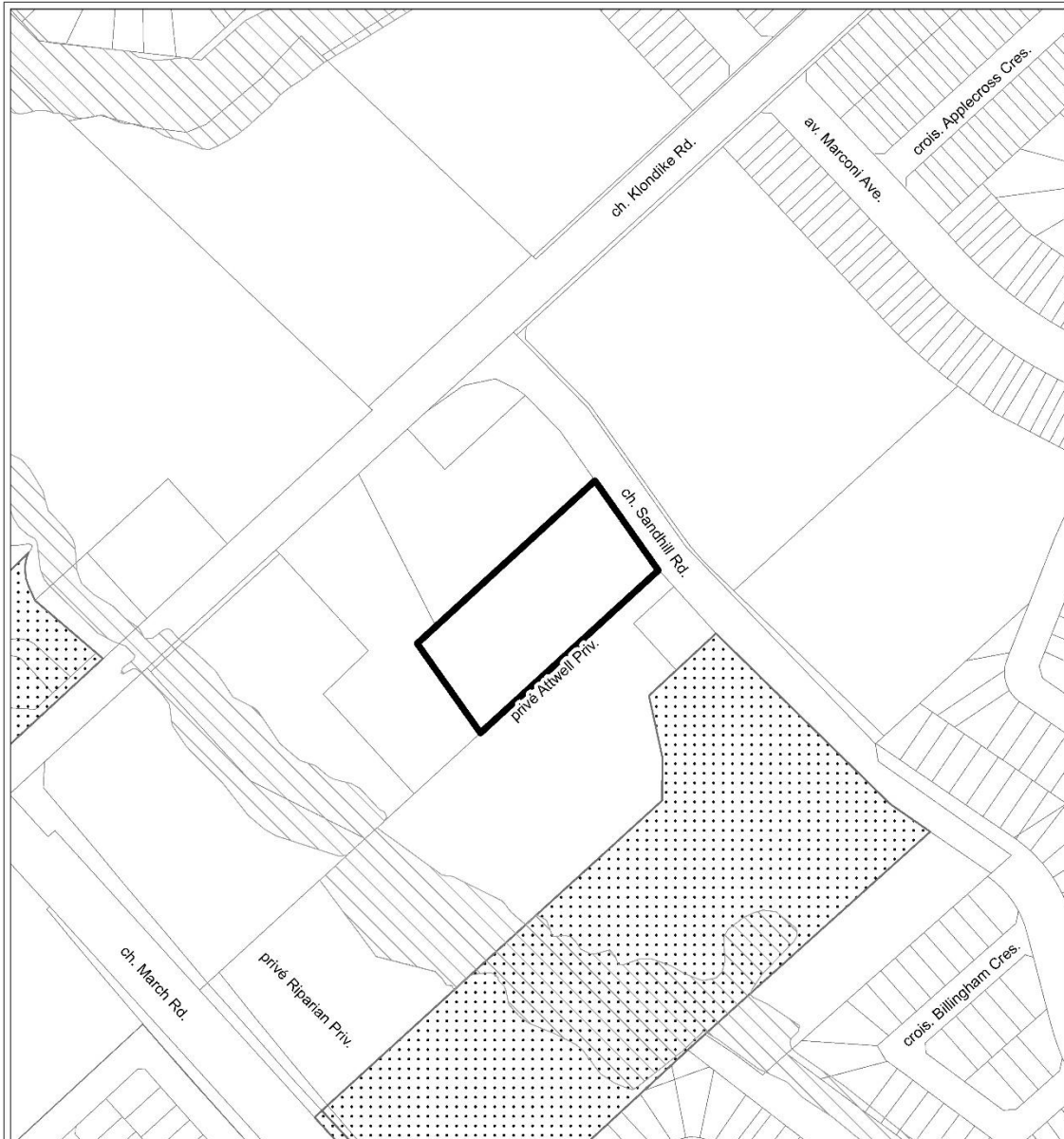
Comments received were forwarded to the applicant following each review of the development proposal.

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 reviews to address comments.

Contact: Amanda Marsh Tel: 613-580-2424, ext. 13409, fax 613-560-6006 or e-mail: Amanda.Marsh@ottawa.ca

Document 1 – Location Map



		LOCATION MAP / PLAN DE LOCALISATION ZONING KEY PLAN / SCHÉMA DE ZONAGE SITE PLAN / PLAN D'EMPLACEMENT	
D02-02-17-0088	17-1353-A		
D07-12-17-0119			
I:\CO\2017\Zoning\351Sandhill			
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<small>©Les données de parcelles appartient à Toranal Entreprises Inc. et à ses fournisseurs. Tous droits réservés. Ne peut être reproduit sans autorisation. CECI N'EST PAS UN PLAN D'ARPENTAGE</small>			
REVISION / RÉVISION - 2017 / 09 / 27		351 chemin Sandhill Road	Heritage (Section 60) / Patrimoine (Article 60) Existing Flood Plain (Section 58) / Plaine inondable (Article 58)