



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

Site Location: 340 Huntmar Drive

File No.: D07-12-17-0158

Date of Application: November 22, 2017

This SITE PLAN CONTROL application submitted by McIntosh Perry, on behalf of Activar Inc., is APPROVED as shown on the following plan(s):

1. **Site Plan**, prepared by Dredge Leahy Architects Inc., dated October 27, 2017, revision 7 dated June 5, 2019.
2. **Landscape Plan**, prepared by Gino J. Aiello, dated October 19, 2017, revision 5 dated February 12, 2019.
3. **Building Elevations**, prepared by Dredge Leahy Architects Inc., dated October 27, 2017, revision 3 dated May 9, 2018.
4. **Site Grading and Drainage Plan**, Drawing No.: C101 (Sheet 1 of 3), prepared by McIntosh Perry, Project No.: CP-17-0199, Revision 9 dated June 5, 2019.
5. **Site Servicing Plan**, Drawing No.: C102 (Sheet 2 of 3), prepared by McIntosh Perry, Project No.: CP-17-0199, Revision 7 dated January 30, 2019.
6. **Sediment & Erosion Control Plan**, Drawing No.: C103 (Sheet 3 of 3), prepared by McIntosh Perry, Project No.: CP-17-0199, Revision 6 dated April 8, 2019.
7. **Pre Development Drainage Area Plan**, Drawing No.: PRE (Sheet 1 of 1), prepared by McIntosh Perry, Project No.: CP-17-0199, Revision 6 dated April 6, 2019.
8. **Post Development Drainage Area Plan**, Drawing No.: POST (Sheet 1 of 1), prepared by McIntosh Perry, Project No.: CP-17-0199, Revision 5 dated January 15, 2019.

And as detailed in the following report(s):

1. **Servicing & Stormwater Management Report**, Project No.: CP-17-0199, prepared by McIntosh Perry Consulting Engineers Ltd., dated January 15, 2019.
2. **Geotechnical Investigation**, Report No.: PG4544-1, prepared by Paterson Group, Revision 1 dated August 28, 2018.
3. **Responses to City of Ottawa Review Comments**, prepared by Paterson Group, File No.: PG4544-LET.02, dated November 29, 2018.
4. **Phase 1 Environmental Site Assessment, Vacant Land**, Report No.: PE3123-1, prepared by Paterson Group, dated October 24, 2013.
5. **Letter of Reliance, Phase I-Environmental Site Assessment**, File No.: PE3123-LET.02, prepared by Paterson Group, dated November 7, 2017.

6. **Update to Phase I-Environmental Site Assessment**, File No.: PE3123-LET.03, prepared by Paterson Group, dated August 17, 2018.
7. **Arcadia Phase 3 (Commercial)-370 Huntmar Drive, Microtel Development-Drainage Agreement**, prepared by Soloway Wright LLP, File No.: 45133-1251, dated December 21, 2018.
8. **340 Huntmar Drive, Kanata, Ontario-Hydraulic Loads on Roof-0CP-17-0199-01**, prepared by McIntosh Perry, dated January 9, 2019.
9. **340 Huntmar Drive, Ottawa, Ontario, Roof Drain Flow Control Devices Approval**, prepared by LRL Associates Ltd., File No.: 170644, dated May 2, 2018.
10. **Site Lighting Certification**, prepared by LRL Associates Ltd., File No.: 170644, dated April 10, 2018.
11. **Revised Environmental Noise Report- Project 17409.00**, prepared by Aerocooustics Engineering Ltd, dated November 21, 2017, revised April 26, 2019.

And subject to the following Standard and Special Conditions:

Standard Conditions

1. 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. The Owner shall submit a certificate of insurance in a form satisfactory to the City. The certificate of insurance must be issued in favor of the City of Ottawa in an amount not less than two million dollars per occurrence, must contain an endorsement naming the City as an additional insured and an unconditional thirty days notice of any material change or cancellation of the policy.
3. **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.
4. **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.
5. **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.
6. **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.

7. 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.

8. 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.

9. 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.

10. Completion of Works

The Owner acknowledges and agrees that no 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. Snow Storage

Any portion of the lands which is intended to be used for snow storage shall be shown on the approved Site Plan or as otherwise approved by the General Manager, Planning, Infrastructure and Economic Development Department. The grading and drainage patterns and/or servicing of the site shall not be compromised by the storage of snow. Snow storage areas shall be setback from property lines, foundations, fencing or landscaping a minimum of 1.5 metres. Snow storage areas shall not occupy driveways, aisles, required parking spaces or any portion of a road allowance.

The Owner acknowledges and agrees that any portion of the subject lands which is intended to be used for snow storage shall not interfere with the servicing of the subject lands.

12. Provision of As-Built Drawings

(a) The Owner shall submit to the Chief Building Official, a certified building location survey, prepared by an Ontario Land Surveyor, including foundations elevations, upon completion of the foundation, to ensure interim compliance with the relevant City Zoning By-Law.

(b) The Owner shall supply to the General Manager, Planning, Infrastructure and Economic Development Department, one set of mylar or plastic film as-built road, grading and service drawings including the location of all Works, certified under seal by a Professional Engineer, for City records on Acceptance and Approval of the works. Furthermore, the Owner shall provide the “as-built” information and the attribute data for the Works on a CD in a form that is compatible with the City’s computerized systems.

13. Extension of Municipal Services

The City will have no responsibility to install any extension to municipal services if determined to be required in order for the Owner to comply with this Agreement or with any provincial or municipal laws or by-laws. In cases where such an extension is required of municipal services is required, the Works shall be undertaken by and at the expense of the Owner and construction shall be to the standards established by the City for the installation of such municipal services. The Owner shall provide public liability insurance in a form acceptable to the City for any Works involving the extension of municipal services and obtain any required approvals and permits from the City.

14. Erosion and Sediment Control

The Owner agrees to implement the Erosion and Sediment Control Plan to provide protection for the receiving storm sewer during construction activities. This plan, to be used during construction, is intended to ensure that no sediment and/or associated pollutants are discharged to a receiving water course which could degrade water quality and/or impair fish or other aquatic habitat. The methods used should be regularly maintained to ensure effectiveness of the method and compliance with provincial/federal legislation pertaining to water quality and habitat.

15. Site Servicing

The Owner shall design and construct all site servicing to the approval of the General Manager, Planning, Infrastructure and Economic Development Department.

16. Fire Fighting Performance Standards

The Owner shall ensure that the building is served by access routes for fire fighting, as required, designed and constructed in accordance with the Ontario Building Code Act, and Regulations made thereunder. The approved access routes shall be maintained in accordance with the Fire Protection and Prevention Act, 1977. The Owner further agrees to abide by any City by-law relating to maintenance and signage of such access route. The locations of any fire hydrants and Siamese connections on the site shall be in accordance with the Ontario Building Code. Any required fire hydrants shall be installed and in service prior to the commencement of any structural framing for the building in the subject development.

17. Dye Test Inspection

The Owner shall not convey the subject lands or allow any building on the lands to be occupied until the Owner has filed with the General Manager, Planning, Infrastructure and Economic Development Department documentation certification by an independent Professional Engineer of the Province of Ontario, retain by the Owner and approved by the City, that the plumbing and lateral services have received and passed a dye test inspection.

18. Video Examination

Video examination of all proposed storm and sanitary sewer sewers 200mm or larger in diameter within the subject property, shall be required by the General Manager, Planning, Infrastructure and Economics Development, at the Owner's expense.

19. Works on City Road Allowances

Any works required to be done by the Owner on the City road allowances, shall be according to the specifications and by-laws of the City, The Owner, or its contractor, shall be required to obtain all the necessary permits for road cuts prior to disruption of the City road allowances and it is further understood and agreed that the aforementioned cuts shall be reinstated to the satisfaction of the General Manager, Planning, Infrastructure and Economic Development Department.

20. Street Cleaning

On a continuous basis during development, the Owner shall maintain all streets within the area in order that they are clear of mud, dust and other material, resulting from vehicles involved in development to the satisfaction of the General Manager, Planning, Infrastructure and Economic Development Department. The Owner shall prevent the 'flushing' of dirt and debris associated with development works into any sewers. Upon any default by the Owner to so maintain the streets, the General Manager, Planning, Infrastructure and Economic Development Department may, in his/her discretion, arrange for the required cleaning to be performed and the cost incurred by the City in doing shall be recovered by the City.

21. Exterior Lighting

All exterior lighting proposed for the subject lands shall be installed only in the locations and in accordance with specifications shown on the approved plans referenced herein unless otherwise approved in writing by the General Manager, Planning, Infrastructure and Economic Development Department. Sharp cut-off fixtures or in exceptional circumstances only, an alternative fixture design approved by the General Manager, Planning, Infrastructure and Economic Development Department, shall be used to minimize possible lighting glare onto adjacent properties. It is noted that exterior lighting includes exterior building lighting.

22. Utilities

The Owner shall be required to coordinate the preparation of an overall utility distribution plan showing the located and installation, timing and phasing of all required on-site utilities (on-ground, below ground) through liaison with the appropriate electrical, gas, telephone and cablevision authorities and including on-site drainage facilities and streetscaping, such location plan being to the satisfaction of all affected authorities.

Special Conditions

23. Permanent Features

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

24. Re-Grading and Maintenance of Huntmar Drive Ditch

The Owner acknowledges and agrees it shall be responsible for various grading and maintenance measures along Huntmar Drive, which include the following:

- a) Re-grade the shoulders of the ditch within the road allowance of Huntmar Drive abutting the subject lands, to the satisfaction of the General Manager, Planning, Infrastructure and Economic Development Department;
- b) Obtain utility clearances prior to the re-grading of any ditch;
- c) Obtain approval from the City's Surface Water Management Services Branch, Municipal Drainage Unit if the grade of any ditch bottom is to change; and
- d) Maintain a grass cover within the road allowance of Huntmar Drive abutting the subject lands, to the satisfaction of the General Manager, Planning, Infrastructure and Economic Development Department.
- e) Conduct regular inspections and maintain positive drainage at the ends of the proposed 525mm dia. HDPE culvert to prevent blockages from occurring.

25. 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 and Private Service Posts 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.

26. 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.

27. Protection of City Sewers

- (a) Prior to the issuance of a building permit, the Owner shall, at its expense:
 - i. obtain a video inspection of the City Sewer System within Country Glen Way 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:

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

28. 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.

29. 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.

30. 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.

31. Inlet Control Devices (ICDs)

The Owner acknowledges and agrees to install and maintain in good working order the required in-ground stormwater inlet control devices, as recommended in the approved Storm Drainage 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. The inlet control devices shall not be removed under any condition.

32. 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.

33. 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.

34. Snow Storage (Special Condition)

In addition to the requirements of Clause 17 of Schedule "C" of this Agreement, the Owner acknowledges and agrees that any portion of the subject lands which is intended to be used for snow storage shall not interfere with the servicing of the subject lands.

35. 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 watermain, 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 (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.

36. 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.

37. 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.

38. 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.

39. 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.

40. 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.

41. Kanata West Cost Sharing Agreement

Prior to registration of this Agreement or the issuance of the commence work notification, the Owner acknowledges and agrees to provide written notification, satisfactory to the General Manager, Planning, Infrastructure and Economic Development, from the Trustee of the Kanata West Owners Group Inc. indicating that the Owner is party to the Kanata West Owners Group Inc. Cost Sharing Agreement and has satisfied all of the obligations, financial or otherwise pursuant to the agreement.

42. 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.

43. Soakaway Pit Infiltration System

The Owner acknowledges and agrees that the soakaway pit infiltration system within the subject lands, shown on the Site Servicing Plan, referenced in Schedule "E" herein, is private and the Owner is solely responsible for the operation, maintenance and or replacement in perpetuity.

The Owner acknowledges and agrees to conduct routine inspection and maintenance of the soakaway pit infiltration system and any noted deficiencies to the system must be corrected immediately. This system shall be inspected after every major storm event for the first year of operation to ensure the proper stabilization and functioning of the system. The Owner further acknowledges and agrees that the inspections records and repair records shall be kept on file and produced to the City should they be requested.

44. 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.

45. Maintenance and Liability Agreement

The Owner acknowledges and agrees it shall be required to enter into a Maintenance and Liability Agreement for the private concrete pedestrian sidewalk placed in the City's right-of-way along Huntmar Drive 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.

46. Water Quality-Automatic Flushing Chamber

The Owner acknowledges and agrees to install and commission a private automatic flushing chamber in accordance with City Standard W3.2 and connected to a commissioned sanitary sewerage collection system to the satisfaction of the General Manager, Planning, Infrastructure and Economic Development Department and the General Manager, Public Works and Environmental Services Department if it is determined based on water quality testing and monitoring that water quality is not meeting minimum standards.

The Owner acknowledges and agrees that with the installation of an automatic flushing chamber in accordance with City Standard W3.2 there is an obligation to have a Water Account opened with Drinking Water Services and such account shall remain open until the City deems the decommissioning of the system is appropriate.

The Owner acknowledges and agrees that if an automatic flushing chamber is required it shall not be decommissioned without direction and approval from the General Manager, Planning, Infrastructure and Economic Development Department and the General Manager, Public Works and Environmental Services Department.

If the Public Works and Environmental Services Department Water Services determines that water quality at the subject site is not meeting minimum standards the Owners acknowledges and agrees that an engineer shall confirm the minimum volume of water that must be drawn in order to maintain a water age in accordance with City requirements. These calculations must be provided to and accepted by the General Manager, Planning, Infrastructure and Economic Development Department and the General Manager, Public Works and Environmental Services Department.

If the Public Works and Environmental Services Department Water Services determines that water quality at the subject site is not meeting minimum standards the Owner acknowledges and agrees to commit to drawing this determined minimum volume of water at their cost. This minimum volume of water that must be drawn is to be confirmed by engineering calculations provided to the City and adjusted at the direction of the City based on water quality monitoring.

The Owner acknowledges and agrees that if the water quality is not meeting minimum standards, the City may isolate the water distribution system (discontinue flow into the development) or take any other actions deemed appropriate by the General Manager, Planning, Infrastructure and Economic Development Department and the General Manager, Public Works and Environmental Services Department.

The Owner acknowledges and agrees that securities for the supply and installation of an automatic flushing chamber in accordance with City Standard W3.2 are required and will not be released by the General Manager, Planning, Infrastructure and Economic

Development Department until such time that the City is satisfied that water quality is not a concern for the subject site based on water quality testing and monitoring.

The Owner acknowledges and agrees that Building Code Services shall not issue a building occupancy permit until water quality testing has been conducted and it has been determined to the satisfaction of the General Manager, Planning, Infrastructure and Economic Development and the General Manager, Public Works and Environmental Services that the water quality at the subject site is meeting minimum standards.

47. TIS/Brief/Traffic study

The Owner(s) has undertaken a Transportation Study for this site, prepared by Parsons, Project No. 476531-01000, dated 27 April 2018 and Addendum #1 dated 19 September 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.

48. Public Roadway Modifications

The Owner(s) are responsible for all costs associated with the public roadway modifications required to accommodate this development.

49. Private Approach Detail

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.

50. 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.

51. Street Name and Signs

- a) The Owner acknowledges and agrees it shall provide a pavement marking and signage drawing prior to occupancy to the satisfaction of the General Manager, Planning, Infrastructure and Economic Development Department.
- b) 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 and as shown on the approved Site Plan, referenced in Schedule "E" herein.
- c) 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 and the approved Site Plan, referenced in Schedule "E" herein.

- d) 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.

52. Installation of Signs on Private Property

The Owner acknowledges and agrees it shall obtain approval from the Chief Building Official, Building Code Services prior to installation of any signs on the subject lands. The Owner further acknowledges and agrees that any such signs shall be installed in a location to the satisfaction of the Chief Building Official, Building Code Services and the General Manager, Planning, Infrastructure and Economic Development Department, and in accordance with the City's Permanent Signs on Private Property By-law No. 2005-439, as amended.

53. Noise Conditions

The following warning clauses are to be registered on title:

- a) Purchasers/tenants are advised that sound levels due to increasing road and rail traffic on Huntmar Drive, Highway 417 and the Ottawa Confederation Line LRT may be audible and may occasionally interfere with some activities of the dwelling occupants.
- b) This hotel building has been supplied with an air conditioning system which will allow windows and exterior doors to remain closed, thereby ensuring that the indoor sound levels are within the sound level limits of the City of Ottawa and the Ministry of the Environment, Conservation and Parks.

54. East-West Access Road and Access to Country Glen Way

- a) The Owner acknowledges and agrees that Country Glen Way will not be maintained by the City until a temporary turning circle has been constructed or until some other road or access configuration that is satisfactory to the General Manager, Planning Infrastructure and Economic Development is constructed. It is further acknowledged and agreed that the City will not be responsible for constructing a turning circle at Country Glen Way.
- b) The Owner acknowledges and agrees there will be no access to Country Glen Way until a temporary turning circle or some other road or access configuration that is satisfactory to the General Manager, Planning Infrastructure and Economic Development has been constructed.
- c) The Owner acknowledges and agrees the private access road (private drive aisle from Huntmar Drive to Country Glen Way) will not connect to Country Glen Way until such time as the General Manager, Planning Infrastructure and Economic Development determines that a connection is appropriate through either the construction and continuation of future roads or the provision of temporary turning circle.
- d) The City will grant an easement to accommodate a temporary turning circle on City owned lands subject to approval by the General Manager, Planning Infrastructure and Economic Development. In the event that a temporary turning circle is

constructed, the City agrees to provide access to the roadway and adjacent City land, if required, for the purposes of construction. It is acknowledged and agreed that if the Owner or the registered owner of the private access road constructs the temporary turning circle, there shall be no reimbursement of any kind by the City for such works



June 14, 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: D07-12-17-0158

SITE LOCATION

The subject site is municipally known as 340 Huntmar Drive, and as shown on Document 1 and is located at the south of Campeau Drive and east of Huntmar Drive in Kanata North.

The lot was severed (application D08-01-17/B-00294, approved on November 1, 2017) from the larger Minto Arcadia commercial and retail complex, forming an irregular lot with an area of approximately 6,400 square metres. The site is vacant, with a small area of low-lying vegetation along the southern property line. The lands to the west, across Huntmar Drive, are occupied by the Tanger Outlets shopping centre. Immediately to the south is the Feedmill Creek, with Highway 417 approximately 200 metres further to the south. The lands immediately to the east and north are currently vacant, with the Arcadia residential subdivision further to the north across Campeau Drive.

SYNOPSIS OF APPLICATION

The proposed development calls for the construction of a four-storey, 108-room hotel with a gross floor area of 4,035 square metres. The building is to be rectangular in shape, sited on the western edge of the property along Huntmar Drive. The primary hotel entrance will be located on the eastern façade. The enclosed pool area of the hotel decreases to two and three stories at the southern edge of the building.

Landscaping is provided throughout the site, with deciduous trees located along the western and southern property lines. Landscaped islands are used throughout the parking lot. Two vehicular accesses are proposed on the northern and north-eastern property lines, connecting the site to Country Glen Way. A drop-off area internal to the site is proposed along the eastern façade of the hotel. A total of 102 surface parking spaces are proposed, as well as six bicycle parking spaces. A minor variance application to reduce the number of required vehicle parking spaces from 108 was granted by the Committee of Adjustment on February 16, 2018.

DECISION AND RATIONALE

This application is approved for the following reasons:

- The proposal conforms to the provisions of the Mixed Use Centre designation of the Official Plan;
- The proposal is consistent with the direction of the Kanata West Concept Plan;

- The proposal generally complies with the intent of the Urban Design Guidelines for Greenfield Neighbourhoods;
- The proposal conforms to all relevant provisions of the Zoning By-law, including those specific to the MC H(45) zone;
- The works proposed will compliment the existing developments surrounding the site; and
- The application as proposed represents good and defensible planning.

URBAN DESIGN REVIEW PANEL

The Site Plan Control application was subject to the Urban Design Review Panel process. A formal review meeting was held on December 7, 2017.

The panel's recommendations from the formal review meeting are:

- It is a mandate of this Panel that buildings must face the public street. As such, the Panel does not support the approach presented, which aligns the street edge with the rear side of the hotel. The Panel strongly advises that the building be flipped so that the front faces Huntmar Drive. It is the Panel's opinion that the facing the front of the building toward the street is a critical urban design starting point;
- The Panel strongly recommends flipping the building, so that the front faces Huntmar Drive, while the parking area abuts the rear of the hotel. The rear façade can still function as the location of an entrance to the hotel for those arriving by car, but this entrance should be secondary to the street facing entrance;
- Consider bringing up the brick cladding on the main part of the hotel to the third floor of the building (the grey line);
- The Panel strongly believes that a Landscape Architect is required in order for the project to be successful. Landscape is of particular importance given the extensive, well-integrated, and lush landscape features on the Tanger Outlet property across the street, as well as the opportunity provided by the lots' adjacency to a creek. Try to integrate the existing landscape context into the site; and
- With respect to the pool area, the Panel suggests increasing the size of the windows, possibly enclosing the waterslide entirely in glass, with the intent of creating a memorable visual beacon at this corner of the property. This will distinguish the overall expression of the hotel and help to animate its presence on the street. Consider cladding the pool pavilion with brick to differentiate it from the rest of the hotel.

The Panel was successful in aiding in the implementation of the following:

- Brick cladding was added on the main part of the hotel to the third floor of the building;
- A revised landscape plan was provided that added an additional nine 'Autumn Blaze Freeman Maple' along Huntmar Drive, four (4) more than the initial plan; and
- The exterior elements of the pool facility at the south-west corner of the building were enhanced in accordance with the Panel's comment and discussion with Staff. The exterior now includes three materials, including brick cladding, and a slight projection.
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CONSULTATION DETAILS

Councillor Sudds has concurred with the proposed conditions of approval.

Public Comments

No public comments were received as part of this application.

Technical Agency/Public Body Comments

N/A

Advisory Committee Comments

No advisory committees submitted comments on this application.

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 the complexity of issues associated with the development.

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Document 1 – Location Map

