



**SITE PLAN CONTROL APPLICATION
DELEGATED AUTHORITY REPORT
MANAGER, DEVELOPMENT REVIEW
PLANNING, INFRASTRUCTURE AND ECONOMIC DEVELOPMENT DEPARTMENT**

Site Location: 222 CitiGate Drive

File No.: D07-12-20-0038

Date of Application: April 9, 2020

Date of Site Plan Approval: July 9, 2020

This SITE PLAN CONTROL application submitted by Greg Winters of Novatech Engineering Consultants Ltd., on behalf of Python LP is APPROVED as shown on the following plan(s):

1. **Overall Site Plan, Project Python, A100**, prepared by GKC Architects, dated April 9, 2020, Revision 2 revised June 1, 2020.
2. **Elevations, Project Python, A400**, prepared by GKC Architects, dated March 26, 2020, Revision 2 revised June 1, 2020.
3. **Overall Landscape Plan, 120025-L1**, prepared by Novatech Engineers, Planners and Landscape Architects, dated April 9, 2020, Revision 4 revised June 1, 2020.
4. **Landscape Plan, 120025-L2**, prepared by Novatech Engineers, Planners and Landscape Architects, dated April 9, 2020, Revision 4 revised June 1, 2020.
5. **Landscape Plan, 120025-L3**, prepared by Novatech Engineers, Planners and Landscape Architects, dated April 9, 2020, Revision 4 revised June 1, 2020.
6. **Landscape Plan, 120025-L4**, prepared by Novatech Engineers, Planners and Landscape Architects, dated April 9, 2020, Revision 4 revised June 1, 2020.
7. **Landscape Plan, 120025-L5**, prepared by Novatech Engineers, Planners and Landscape Architects, dated April 9, 2020, Revision 4 revised June 1, 2020.
8. **Overall Landscape Plan, 120025-L6**, prepared by Novatech Engineers, Planners and Landscape Architects, dated April 9, 2020, Revision 4 revised June 1, 2020.

9. **Landscape Details, 120025-D1**, prepared by Novatech Engineers, Planners and Landscape Architects, dated April 9, 2020, Revision 4 revised June 1, 2020.
10. **Erosion Sediment Control Plan, 120025-ESC**, prepared by Novatech Engineers, Planners and Landscape Architects, dated Apr. 9/2020, Revision 5 dated June 1, 2020.
11. **General Plan of Services, Overall Development, 120025-GPO**, prepared by Novatech Engineers, Planners and Landscape Architects, dated Apr. 9/ 2020, Revision 5 dated June 1, 2020.
12. **General Plan of Services, North-West Development, 120025-GP1**, prepared by Novatech Engineers, Planners and Landscape Architects, dated Apr. 9/2020, Revision 5 dated June 1, 2020.
13. **General Plan of Services, South-West Development, 120025-GP2**, prepared by Novatech Engineers, Planners and Landscape Architects, dated Apr. 9/2020, Revision 5 dated June 1, 2020.
14. **General Plan of Services, North-East Development, 120025-GP3**, prepared by Novatech Engineers, Planners and Landscape Architects, dated Apr. 9/2020, Revision 5 dated June 1, 2020.
15. **General Plan of Services, South-East Development, 120025-GP4**, prepared by Novatech Engineers, Planners and Landscape Architects, dated Apr. 9/2020, Revision 5 dated June 1, 2020.
16. **Notes and Details General Plan of Services, 120025-NDGP**, prepared by Novatech Engineers, Planners and Landscape Architects, dated Apr. 9/ 2019, Revision 5 dated June 1, 2020.
17. **STC - 3500 Notes and Details, 120025-NDGP2**, prepared by Novatech Engineers, Planners and Landscape Architects, dated Apr. 9/ 2019, Revision 5 dated June 1, 2020.
18. **STC - 4500 Notes and Details, 120025-NDGP2**, prepared by Novatech Engineers, Planners and Landscape Architects, dated Apr. 9/ 2019, Revision 5 dated June 1, 2020.
19. **Grading Plan, Overall Development, 120025-GRO**, prepared by Novatech Engineers, Planners and Landscape Architects, dated Apr. 9/2020, Revision 5 dated June 1, 2020.
20. **Grading Plan, North-West Development, 120025-GR1**, prepared by Novatech Engineers, Planners and Landscape Architects, dated Apr. 9/2020, Revision 5 dated June 1, 2020.

- 21. Grading Plan, South-West Development, 120025-GR2**, prepared by Novatech Engineers, Planners and Landscape Architects, dated Apr. 9/2020, Revision 5 dated June 1, 2020.
- 22. Grading Plan, North-East Development, 120025-GR3**, prepared by Novatech Engineers, Planners and Landscape Architects, dated Apr. 9/2020, Revision 5 dated June 1, 2020.
- 23. Grading Plan, South-East Development, 120025-GR4**, prepared by Novatech Engineers, Planners and Landscape Architects, dated Apr. 9/2020, Revision 5 dated June 1, 2020.
- 24. Notes and Details Grading Plan, 120025-NDGR**, prepared by Novatech Engineers, Planners and Landscape Architects, dated Apr. 9/ 2019, Revision 5 dated June 1, 2020.
- 25. Stone Strong Retaining Wall Design – Wall SS1 and SS2, PG5284-3**, prepared by Paterson Group, dated May 14, 2020, Revision 1 dated May 14, 2020.
- 26. Stone Strong Retaining Wall Profile – SS1 and SS2, PG5284-2**, prepared by Paterson Group, dated May 14, 2020, Revision 1 dated May 14, 2020.

And as detailed in the following report(s):

- 1. Servicing & Stormwater Management Report**, prepared by Novatech Engineers, Planners and Landscape Architects, dated April 9, 2020 and revised June 1, 2020.
- 2. Transportation Impact Assessment, Project Python, 222 CitiGate Drive**, prepared by Novatech Engineers, Planners and Landscape Architects, dated April 9, 2020 and revised June 25, 2020.
- 3. Geotechnical Investigation, Proposed Python Building Complex, Citigate Drive, Ottawa, Ontario, Ottawa, Ontario**, prepared by Paterson Group, dated April 2, 2020.
- 4. Geotechnical Response to City Comments, Proposed Python Complex, 222 Citigate Drive (Block 13), Ottawa**, prepared by Paterson Group, dated June 2, 2020.
- 5. Phase I - Environmental Site Assessment, Fallowfield Road at Highway No. 416, Ottawa, Ontario**, prepared by Paterson Group, dated March 26, 2020.
- 6. Updated Environmental Impact Statement & Tree Conservation Report, CitiGate 416 – Northwest Parcel (Block 13), Barrhaven, City of Ottawa**, prepared by Muncaster Environmental Planning Inc., dated April, 2020.

7. **Letter to Bernie Muncaster, Muncaster Environmental Planning Inc., titled Re: Maternal Roosting Bat Habitat Survey – Citi Gate Block 13 (Northwest Parcel) - Barrhaven, City of Ottawa,** prepared by BCH Environmental Consulting Inc., dated March 6, 2020.

8. **Stage 2 Archaeological Assessment Strandherd Road Development Area,** prepared by Adams Heritage, dated May 29, 2013.

And subject to the following Standard and Special Conditions:

Standard Conditions

1. **Execution of Agreement Within One Year**

The Owner shall enter into this Site Plan Control Agreement, including all standard and special conditions, financial and otherwise, as required by the City. In the event that the Owner fails to sign this Agreement and complete the conditions to be satisfied prior to the signing of this Agreement within one (1) year of Site Plan approval, 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.

3. **Barrier Curbs**

The Owner acknowledges and agrees that the parking areas and entrances shall have barrier curbs and shall be constructed in accordance with the drawings of a design professional, such drawings to be approved by the General Manager, Planning, Infrastructure and Economic Development.

4. **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.

5. **Reinstatement of City Property**

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

6. **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.

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. Such sidewalk(s) shall be constructed to City Standards.

8. **Extend Internal Walkway**

The Owner shall extend internal walkways beyond the limits of the subject lands to connect to existing or proposed public sidewalks, at the sole expense of the Owner, to the satisfaction of the General Manager, Planning, Infrastructure and Economic Development.

9. **Completion of Works**

The Owner acknowledges and agrees that no new building will be occupied on the lands until all requirements with respect to completion of the Works as identified in this Agreement have been carried out and received Approval by the General Manager, Planning, Infrastructure and Economic Development, including the installation of municipal numbering provided in a permanent location visible during both day and night and the installation of any street name sign on relevant streets. Notwithstanding the non-completion of the foregoing Works, occupancy of a lot or structure may otherwise be permitted, if in the sole opinion of the General Manager, Planning, Infrastructure and Economic Development, the aforesaid Works are proceeding satisfactorily toward completion. The Owner shall obtain the prior consent of the General Manager, Planning, Infrastructure and Economic Development for such occupancy in writing.

Until all requirements with respect to completion of the Works as identified in this Agreement have been carried out and received Approval by the General Manager, Planning, Infrastructure and Economic Development, the Owner shall give notice to the City of a proposed conveyance of title to any building at least thirty (30) days prior to any such conveyance. No conveyance of title to any building shall be effective unless the Owner has complied with this provision.

Nothing in this clause shall be construed as prohibiting or preventing the approval of a consent for severance and conveyance for the purposes of obtaining financing.

10. **Development Charges**

The Owner shall pay development charges to the City in accordance with the by-laws of the City.

11. **Development Charges – Instalment Option**

- (a) The Owner acknowledges that for building permits issued after January 15, 2010, payment of non-residential development charges, excluding development charges for institutional developments, may be calculated in two (2) installments at the option of the Owner, such option to be exercised by the Owner at the time of the application for the building permit. The non-discounted portion of the development charge shall be paid at the time of issuance of the building permit and the discounted portion of the development charge shall be payable a maximum of two (2) years from the date of issuance of the initial building permit subject to the following conditions:
- (i) a written acknowledgement from the Owner of the obligation to pay the discounted portion of the development charges;
 - (ii) no reduction in the Letter of Credit below the amount of the outstanding discounted development charges; and
 - (iii) indexing of the development charges in accordance with the provisions of the City's Development Charges By-law, as amended.
- (b) The Owner further acknowledges and agrees that Council may terminate the eligibility for this two (2) stage payment at any time without notice, including for the lands subject to this Agreement and including for a building permit for which an application has been filed but not yet issued.
- (c) For the purposes of this provision,
- (i) "discounted portion" means the costs of eligible services, except fire, police and engineered services, that are subject to 90% cost recovery of growth-related net capital costs for purposes of funding from development charges. The 10% discounted portion, for applicable services, must be financed from non-development charge revenue sources.
 - (ii) "non-discounted portion" means the costs of eligible services, fire, police and engineered services, that are subject to 100% cost recovery of growth-related net capital costs for purposes of funding from development charges.

Special Conditions

Roads Right-of-Way and Traffic

12. **Transportation Impact Assessment**

The Owner has undertaken a Transportation Impact Assessment for this site, which is referenced herein, to determine the infrastructure and programs needed to mitigate the impact of the proposed development on the local transportation network and to establish the site design features needed to support system-wide transportation objectives. The Owner shall ensure that the recommendations of the Transportation Impact Assessment are fully implemented, to the satisfaction of the General Manager, Planning, Infrastructure and Economic Development.

13. **Transportation Demand Management and Incentives for Sustainable Modes**

The Owner acknowledges and agrees that incentives for sustainable modes of travel are recommended to address traffic congestion generated by trucking and automobile dependence at the site, and incentives may include:

- Designating an internal coordinator who can liaise directly with OC Transpo to communicate transit-related needs, trends, challenges;
- Conducting periodic employee surveys to identify travel-related behaviours, attitudes, challenges and solutions, and to track progress;
- Displaying relevant transit schedules and route maps at entrances;
- Providing online links to OC Transpo and STO information;
- Providing real-time arrival information displays at entrances;
- Delivering promotions and incentives to maintain awareness, build understanding, and encourage trial of sustainable modes including transit;
- Providing preloaded Presto cards or fare subsidies to employees;
- Displaying local area maps with walking/cycling access routes and key destinations at major entrances;
- Offering on-site cycling courses for commuters, or subsidizing off-site courses;
- Offering secure valet bike parking for visitors when demand exceeds fixed supply;
- Contracting with provider to install on-site bikeshare station for use by commuters and visitors;
- Contracting with provider to install on-site carshare vehicles and promote their use by tenants;
- Providing a dedicated ridematching portal at OttawaRideMatch.com;
- Including a multimodal travel option in invitations or advertising that attract visitors or customers; and
- Providing on-site amenities/services to minimize mid-day or mid-commute errands.

14. **Private Access**

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

15. **Dedication of Land for Roundabout**

The owner acknowledges and agrees that upon submission by the abutting landowner of a development application extending CitiGate Drive south of Systemhouse Street, to apply for a site plan application to address the redesigned drive aisles and parking layout (as shown in Figure 20 in the TIA) and to describe and dedicate lands necessary for such roadways to the City or abutting landowner so that the roundabout may be constructed. This land dedication shall be at no cost to the City and to the satisfaction of the General Manager of Planning, Infrastructure and Economic Development.

16. **Transit Pads and Shelters**

The Owner shall locate, design and construct, at no cost to the City, paved transit passenger standing areas/shelter pads and shelters to the specifications of the City. The design and locations for transit passenger standing areas and shelters pads shall be determined prior to registration of the site plan agreement, and shall be to the specifications of the General Manager, Transportation Services.

17. **Transit Service Strategy**

The Owner agrees to implement a Transit Service Strategy in accordance with the Official Plan. The Owner, together with the City, will determine the method and means by which the development can efficiently and effectively be served by transit. The Owner shall enter into an agreement with Transit Services Branch, prior to the registration of the site plan agreement, to outline the provision of bus service, including the establishment of new stops, new routes, levels of service and maintenance of stops. The agreement may include funding and cost-sharing arrangements and timing and triggers for the transfer of responsibility to the City.

18. **Ontario Ministry of Transportation Approval**

The Owner acknowledges and agrees that the subject property is within the Ontario Ministry of Transportation's permit control area as defined by the Public Transportation and Highway Improvement Act R.S.O. 1990. Ministry approvals and permits are required prior to the construction and/or demolition of any building and/or structures and/or alteration of the grade of any property within the permit control area and prior to the issuance of any municipal building permits or approvals as per section 8. (2) and section 8. (3) of the Building Code Act.

ENGINEERING

Geotechnical Engineering and Soils

19. **Slope Stability**

The Owner shall have a Professional Structural Engineer and a Soils Engineer, licensed in the Province of Ontario to inspect and confirm the constructed retaining walls have been constructed in accordance with the approved Slope Stability Analysis Report and the Approved Retaining Wall Plan.

20. **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, Proposed Python Building Complex, CitiGate Drive, Ottawa, Ontario (the "Report"), referenced herein, are fully implemented. The Owner further acknowledges and agrees that it shall provide the General Manager, Planning, Infrastructure and Economic Development 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.

21. **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, Conservation and Parks.

22. **Retaining Wall**

The Owner agrees to submit to the General Manager, Planning, Infrastructure and Economic Development, prior to issuance of a building permit, details of the retaining walls which are greater than one metre in height, as shown on the approved Retaining Wall Design Drawings referenced hereto, which shall be designed and prepared by a Professional Structural Engineer, licensed in the Province of Ontario, to the satisfaction of the General Manager, Planning, Infrastructure and Economic Development. The Owner shall provide confirmation to the General Manager, Planning, Infrastructure and Economic Development that the Professional Structural Engineer has inspected and confirmed that the

retaining walls have been constructed in accordance with the approved retaining wall details.

23. **Retaining Wall - Stability**

The Owner acknowledges and agrees to install the proposed retaining walls in accordance with the approved Retaining Wall Design and as shown on the approved Site Plan, both referenced hereto. The Owner shall provide written confirmation, satisfactory to the General Manager, Planning, Infrastructure and Economic Development, that a Geotechnical Engineer/Professional Structural Engineer, licensed in the Province of Ontario, has inspected and confirmed that the retaining walls have been constructed in accordance with the said approved Retaining Wall Design. The Owner further acknowledges and agrees to provide an Internal Compound Stability (ICS) analysis from a Geotechnical Engineer / Professional Structural Engineer, licensed in the Province of Ontario, that all retaining walls, which are greater than one metre in height have been checked for global stability, have a factor of safety of at least 1.5 for static conditions (as calculated through SLIDE) and 1.1 for seismic conditions is achieved, which shall be to the satisfaction of the General Manager, Planning, Infrastructure and Economic Development. The report shall provide structural details of the retaining wall(s).

The Owner further acknowledge and agrees to retain the services of a Professional Structural Engineer and a Soils Engineer, licensed in the Province of Ontario, to inspect any retaining walls on the subject lands and confirm that the retaining walls have been constructed in accordance with the approved retaining wall details.

Groundwater

24. **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 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.

Civil Engineering

25. **Spill Contingency and Pollution Prevention Plan**

The Owner shall, within six (6) months of signing this Agreement, develop and implement a spill contingency and pollution prevention plan, which plan, at a

minimum, will include a set of written procedures describing how to prevent and/or mitigate the impacts of a spill within the area serviced by the Works:

- (a) the name, job title and location (address) of the Owner, person in charge, management or person(s) in control of the buildings;
- (b) the name, job title and 24-hour telephone number of the person(s) responsible for activating the spill contingency and pollution prevention plan;
- (c) a site plan drawn to scale showing the facility, nearby buildings, streets, catch basins and manholes, drainage patterns (including direction of flow in storm sewers), and receiving water course that could potentially be significantly impacted by a spill and any features which need to be taken into account in terms of potential impacts on access and response (including physical obstructions and location of response and clean-up equipment);
- (d) steps to be taken to report, contain, clean up and dispose of contaminants following a spill;
- (e) a listing of telephone numbers for local clean-up companies who may be called upon to assist in responding to spills, local emergency responders including health institution(s), and the Ministry of the Environment, Conservation and Parks Spills Action Centre;
- (f) Materials Safety Data Sheets (MSDS) for each hazardous material which may be transported or stored in the said building;
- (g) the means (internal corporate procedures) by which the spill contingency and pollution prevention plan is activated;
- (h) a description of the spill response training provided to employees assigned to work in the said building, the date(s) on which the training was provided and by whom;
- (i) an inventory of response and clean-up equipment available to implement the spill contingency and pollution prevention plan, location and date of maintenance/replacement if warranted; and
- (j) the dates on which the spill contingency and pollution prevention plan was prepared and subsequently, amended.

The Owner covenants and agrees to maintain the spill contingency and pollution prevention plan up to date through revisions undertaken from time to time as required by changes to the general operations of the site. The Owner further

covenants and agrees to retain a copy of the spill contingency and pollution prevention plan in a conspicuous, readily accessible location on-site such that it can be used as a reference by employees assigned to work in the said building. The Owner further covenants and agrees that it will make available, for inspection and copying by City personnel, the spill contingency and pollution prevention plan.

26. **Requirement for Grease and Oil Interceptor**

The Owner shall, in accordance with the City's Sewer By-law, being By-law No. 2003-514, as amended, install a grease and oil interceptor on the internal sanitary plumbing system in such a location where the storage or repair of vehicles occurs.

27. **Stormwater Management Memorandum**

Prior to registration of this Agreement, the Owner acknowledges and agrees to provide the General Manager, Planning, Infrastructure and Economic Development, 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, and all associated costs shall be the Owner's responsibility.

28. **Inlet Control Devices (ICDs)**

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

29. **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, shall have the right at all times to inspect the installation of the Works, provided the inspection adheres to all safety and confidentiality requirements of the Owner. The Owner acknowledges and agrees that should it be found in the reasonable opinion of the General Manager, Planning, Infrastructure and Economic Development, 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, 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.

30. **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 herein. The Owner further acknowledges and agrees to provide the General Manager, Planning, Infrastructure and Economic Development 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-herein.

31. **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.

Private Systems

32. **Water Plant**

The Owner acknowledges and agrees that the water plant within the lands is a private watermain. The Owner further acknowledges and agrees that the private watermain and appurtenances thereto are to be maintained by the Owner at its own expense, in perpetuity. The Owner performing maintenance on critical infrastructure, such as private watermains and private fire hydrants, shall maintain adequate records as proof of having done so in accordance with applicable regulations, and that the records shall be retained for review by the City and or the Ottawa Fire Services when requested.

33. **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.

34. **Leak Survey**

The Owner acknowledges and agrees that the Water Plant and sewer service within the lands is a private system, including Private Services and sewer services and appurtenances, and the Owner acknowledges and agrees that it is responsible for the operation, maintenance and/or replacement, in perpetuity, of the Private Services and sewer system, including the Private Watermains, private hydrants, private sanitary and storm sewer infrastructure (collectively the “private system”) which are located on the lands and that the Owner will retain copies of all the associated Work and maintenance contracts, and make said contracts available for inspection upon demand by the City.

Further, the Owner acknowledges and agrees to have a Professional Engineer, licensed in the Province of Ontario, conduct regular inspections of the water system, which includes a leak detection survey at least every five (5) years. 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. 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.

Blasting

35. **Use of Explosives and Pre-Blast Survey**

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, structures, 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.

36. **Pre-Blast Survey**

Prior to any blasting activities, the Owner acknowledges and agrees it shall arrange for a pre-blast survey to be carried out in accordance with Ontario Provincial Standard Specification entitled "General Specification for the Uses of Explosives", Section 120.07.03, by a Professional Engineer licensed in the Province of Ontario, which states as follows:

- (a) A pre-blast survey shall be prepared for all buildings, utilities, structures, water wells, and facilities likely to be affected by the blast and those within 150 m 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.
- (b) The pre-blast survey shall include, as a minimum, the following information:
 - (i) Type of structure, including type of construction and if possible, the date when built.
 - (ii) Identification and description of existing differential settlements, including visible cracks in walls, floors, and ceilings, including a diagram, if applicable, room-by-room. All other apparent structural and cosmetic damage or defect shall also be noted. Defects shall be described, including dimensions, wherever possible.
 - (iii) Digital photographs or digital video or both, as necessary, to record areas of significant concern. Photographs and videos shall be clear and shall accurately represent the condition of the property. Each photograph or video shall be clearly labelled with the location and date taken.
- (c) A copy of the pre-blast survey limited to a single residence or property, including copies of any photographs or videos that may form part of the report shall be provided to the owner of that residence or property, upon request.

37. **Site Lighting Certificate**

- (a) 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);
 - (ii) and 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, 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.

PLANNING AND OTHER

Planning and Design

38. **Exterior Elevations Drawings**

The Owner acknowledges and agrees to construct the proposed building in accordance with the approved Building Elevations plans, referenced 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 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.

39. **Snow Storage – no interference with servicing**

The Owner further 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.

40. **Archaeological**

- (a) The Owner acknowledges and agrees that should potential archaeological resources be encountered during excavation activities, all Work in the area must stop immediately and the Owner shall contact a provincially licensed archaeologist.

- (b) The Owner acknowledges and agrees that if during the process of development deeply buried/undetected archaeological remains are uncovered, the Owner shall immediately notify the Archaeology Section of the Ontario Ministry of Tourism, Culture and Sport.
- (c) The Owner acknowledges and agrees that in the event that human remains are encountered during construction, the Owner shall immediately contact the police, the Ministry of Tourism, Culture and Sport and the Registrar of Cemeteries, Cemeteries Regulation Unit, Ministry of Consumer and Business Services, Consumer Protection Branch.
- (d) If during the process of development any undetected archaeological resources or human remains of potential Aboriginal interest are encountered, the Algonquins of Ontario Consultation Office will be contacted immediately at: Algonquins of Ontario Consultation Office, 31 Riverside Drive, Suite 101, Pembroke, Ontario K8A 8R6 Telephone: (613) 735-3759 Fax: (613) 735-6307 e-mail: algonquins@nrtco.net.

Waste Collections

41. **Waste and Recycling Collection (Standard 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 at the Owner's sole expense. The Owner shall consult a private contractor regarding any access requirements for waste and/or recycling collection.

42. **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, and in accordance with the City's Permanent Signs on Private Property By-law No. 2016-326, as amended.

Trees

43. **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 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) Tunnel or bore when digging within the CRZ of a tree;
- (c) Do not place any material or equipment within the CRZ of the tree;
- (d) Do not attach any signs, notices or posters to any tree;
- (e) Do not raise or lower the existing grade within the CRZ without the approval of the General Manager, Planning, Infrastructure and Economic Development;
- (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.

44. **Tree Permit**

The Owner acknowledges and agrees it shall comply with the provisions set out in the City's Urban Tree Conservation By-law, being By-law No. 2009-200, as amended.

AGENCIES AND UTILITIES

Bell

45. **Bell Canada – Easements**

The Owner acknowledges and agrees to grant to Bell Canada any easements that may be required for telecommunication services at the Owner's sole cost and expense. Easements may be required subject to final servicing decisions. In the event of any conflict with existing Bell Canada facilities or easements, the Owner shall be responsible for the relocation of such facilities or easements at the Owner's sole cost and expense.

46. **Bell Canada – Conduits**

The Owner acknowledges and agrees to provide Bell Canada with one or more conduit(s) of sufficient size from each unit to the room(s) in which the telecommunication facilities are situated and one or more conduit(s) from the

room(s) in which the telecommunication facilities are located to the street line, to the satisfaction of Bell Canada.

47. **Communication and Telecommunication**

The Owner acknowledges and agrees that, prior to commencing any Work on the subject lands, it shall confirm with Bell Canada that sufficient wire-line communication and telecommunication infrastructure is currently available within the subject lands to provide communication and telecommunication service to it. The Owner acknowledges and agrees that, in the event that such infrastructure is not available, the Owner shall be required to pay for the connection to and/or extension of the existing communication and telecommunication infrastructure. If the Owner elects not to pay for such connection and/or extension of the existing communication/telecommunication infrastructure, it shall provide evidence satisfactory to the General Manager, Planning, Infrastructure and Economic Development, that sufficient alternative communication and telecommunication facilities are available on the subject lands to enable, at a minimum, the effective delivery of communication and telecommunication services for emergency management services, such as 911 emergency services.

Hydro Ottawa Limited

48. **Hydro Ottawa Limited – Medium Voltage Underground Lines**

The Owner acknowledges and agrees that there is medium voltage underground infrastructure along the east side of the property and underground infrastructure along the north side of the subject lands.

49. **Hydro Ottawa Limited – Cable Locate**

The Owner acknowledges and agrees that it and/or its agents shall arrange for an underground electricity cable locate by contacting Ontario One Call no less than seven (7) working days prior to excavation. The Owner further acknowledges and agrees that there shall be no mechanical excavation within 1.5 metres of any Hydro Ottawa Limited underground plant unless the exact position of said plant is determined by hand digging methods. The Owner shall contact Hydro Ottawa and expose existing duct banks and/or cable chambers. Hydro Ottawa will have the existing duct bank and manholes inspected to record existing condition. Once piling and shoring is completed, Hydro Ottawa will re-inspect the underground plant for any damages. The Owner shall inform Hydro Ottawa of any acute shock construction process or rubbleization to be used during construction, and apply Hydro Ottawa's work procedure UDS0022 "Protecting Electrical Distribution Plant & Support Structures from Vibrations Caused by Construction Activity" which can be found at <https://hydroottawa.com/accounts-andbilling/contractors-and-developers/guide/miscellaneous>.

50. **Hydro Ottawa Limited – Change in Grade**

If the change in grade is more than three tenths of a meter (0.3m) in the vicinity of proposed or existing electric utility equipment. Hydro Ottawa requests to be consulted to prevent damages to its equipment.

51. **Hydro Ottawa Limited – Padmounted Equipment**

The Owner shall ensure that planting or permanent structures are not placed within the clearance areas around padmounted equipment as shown in Hydro Ottawa Limited Drawing No. UTS0038, titled “Clearances from Padmounted Equipment”.

52. **Hydro Ottawa Limited - Safety Measures**

The Owner acknowledges and agrees it shall not use steel curb and sidewalk form support pins in the vicinity of any Hydro Ottawa Limited underground plant to ensure electrical safety.

53. **Hydro Ottawa Limited – Relocation**

The Owner acknowledges and agrees it shall be responsible for all costs for feasible relocations, protection or encasement of any existing Hydro Ottawa Limited plant and/or asset.

54. **Hydro Ottawa Limited – Encroachment**

The Owner acknowledges and agrees that it shall ensure that any landscaping or surface finishing will not encroach into the existing or proposed Hydro Ottawa Limited overhead or underground assets or easement. When proposing to plant in the proximity of existing power lines, the Owner shall refer to Hydro Ottawa Limited’s free publication Tree Planting Advice. The Owner acknowledges and agrees to ensure that the shrubs and tree locations and expected growth will be considered. If any Hydro Ottawa Limited related activity requires the trimming, cutting or removal of vegetation, or removal of other landscaping or surface finishing, the activity and the re-instatement shall be at the Owner’s expense.

55. **Hydro Ottawa Limited – Easements**

The Owner acknowledges and agrees to convey any such easement deemed necessary by Hydro Ottawa Limited, depending on the electrical servicing design, at the Owner’s own expense and to the satisfaction of Hydro Ottawa Limited.

56. **Hydro Ottawa Limited – Electrical Installation and Servicing Agreement**

The Owner acknowledges and agrees that it will be required to enter into an Electrical Installation and Servicing Agreement with Hydro Ottawa Limited, incorporating such terms and conditions as Hydro Ottawa Limited deems appropriate.

57. **Hydro Ottawa Limited – Conditions of Service**

The Owner shall comply with Hydro Ottawa Limited's Conditions of Service, as amended, and shall consult with Hydro Ottawa Limited regarding the servicing terms prior to commencing engineering designs in order to ensure compliance with all Hydro Ottawa Limited standards and guidelines.

58. **Hydro Ottawa Limited – Non-Conformance**

The Owner acknowledges and agrees that Hydro Ottawa Limited reserves the right to raise conditions throughout the performance of the Works, should any revisions to the development contain non-conformances with Hydro Ottawa Limited's Conditions of Service or Standards.

59. **Hydro Ottawa Limited – Changes to Electrical Servicing**

The Owner acknowledges and agrees to contact Hydro Ottawa Limited if the electrical servicing for the site is to change in location or in size. The Owner further acknowledges and agrees to provide a load summary for the technical evaluation of Hydro Ottawa Limited's requirements.

60. **Hydro Ottawa Limited – Development Costs**

The Owner acknowledges and agrees it shall be responsible for all costs for feasible relocations, protection or encasement of any existing Hydro Ottawa Limited plant and/or asset.

61. **Hydro Ottawa Limited – Service Entrance Requirement**

The Owner acknowledges and agrees it shall be responsible for servicing the buildings within the subject lands. The Owner further acknowledges and agrees that only one service entrance per site shall be permitted by Hydro Ottawa Limited.

62. **Hydro Ottawa Limited – Power Quality**

The Owner has the obligation to ensure that power quality problems, either steady state or transient, do not arise on the distribution system per Hydro Ottawa's Conditions of Service Section 2.3.2 "Power Quality." If a power quality problem

arises on the distribution system that originates from the Owner's property, the Owner shall be responsible for rectification to Hydro Ottawa's satisfaction.

63. **Hydro Ottawa Limited – Rear Lanes**

The Owner is advised that Hydro Ottawa does not provide servicing through rear lanes.

64. **Hydro Ottawa Limited – Servicing Capacity**

The Owner is advised that there is limited capacity to service the proposed development at this time. The Owner may be responsible for a Capital Contribution payment(s) towards a distribution system expansion if the proposed development requires electrical servicing greater than can be provided by the existing distribution system in the vicinity, either in capacity or in extension limit. This amount shall be in accordance with Hydro Ottawa's Contributed Capital Policy and Conditions of Service.

65. **Hydro Ottawa Limited – Conditions of Service**

The Owner shall comply with Hydro Ottawa's Conditions of Service and thus should be consulted for the servicing terms. The document, including referenced standards, guidelines and drawings, may be found at <https://hydroottawa.com/about-us/policies/conditions-service>. The Owner should consult Hydro Ottawa prior to commencing engineering designs to ensure compliance with these documents.

Enbridge Gas Distribution Inc.

66. **Enbridge Gas Distribution Inc. - Conditions and Easements**

The Owner acknowledges and agrees to contact Enbridge Gas Distribution Inc. to determine gas availability, for service and meter installation details and to ensure that all gas piping is installed prior to the commencement of site landscaping, including, but not limited to tree planting, silva cells, and/or soil trenches, and/or asphalt paving. The Owner further acknowledges and agrees to provide to Enbridge Gas Distribution Inc., at the Owner's cost, any easements which are required to service the development.

67. **Updates to studies and plans as required**

The Owner agrees to, prior to the registration of a site plan agreement, provide necessary updates to the listed studies and plans, which may include but are not limited to: Transportation Impact Assessment, Landscape Plans, servicing and grading plans, and including necessary updates to the above conditions if

required, to the satisfaction of the General Manager, Planning, Infrastructure and Economic Development Department, acting reasonably.

July 9, 2020



Date

Lily Xu
Manager, Development Review
Planning, Infrastructure and Economic
Development Department

Attachment: Site Plan Control Application – Supporting Information

SITE PLAN CONTROL APPLICATION SUPPORTING INFORMATION

SITE LOCATION

222 CitiGate Drive, D07-12-20-0038

SYNOPSIS OF APPLICATION

A 253,410 square metre (2,727,686 square foot), five-storey office and light industrial building with approximately 2,065 vehicular parking spaces, 174 bicycle parking spaces and 51 loading docks is proposed on a 25.9 hectare (64.1 acre) lot. Access to the proposed development will be from CrossKeys Place and the extension of CitiGate Drive. To service this development, new roads, sewers and water mains and utilities will be installed by the developer of the CitiGate Corporate Business Park, Strandherd Road Inc.

DECISION AND RATIONALE

This application is approved for the following reasons:

- The subject site is located south of Fallowfield Road and east of Highway 416. It designated as 'Urban Employment Area' on Schedule 'B' of the City of Ottawa's Official Plan. The office and light industrial uses conform with Official Plan policies.
- The site is zoned IP[2045]H(45), Business Park Industrial Zone, Exception 2045, Maximum Height 45 metres. Office and light industrial uses are permitted in this zone.
- The proposal follows the conditions set out in the registered subdivision agreement (Instrument Number: OC1680611) for Block 13, 4M-1538.
- The site plan approval contains special conditions with respect to blasting, archaeology, transit and a future dedication of land for a roundabout at CitiGate Drive and Systemhouse Street.

CONSULTATION DETAILS

Councillor Jan Harder has concurred with the proposed conditions of approval.

Public Comments

Summary of Comments - Public

The following Community Organizations were circulated and did not provide any comments:

- Barrhaven Business Improvement Area (BIA)
- Riverside South Community Association
- West Barrhaven Community Association

A representative from the Orchard Estates Community Association had questions about impacts to drainage in that community. The City's response is summarized below.

Public comments were received on site plan application D07-12-20-0038, also known as Project Python, from 13 individuals. Issues raised and staff responses are summarized below.

1. Site Alteration and Tree Permits

- Clear-cutting on the site began in March and it now appears that the vast majority, if not all of the site has had all of its vegetation removed. Is the clear-cutting illegal before the developers have Site Plan Approval?
- Did the property owner apply for and receive a tree cutting permit from the City before they started clear-cutting the forest on the property? If yes, how could they get such a permit before having a Site Plan approved?
- Is the statement from the Environmental Impact Study "As there is an approved subdivision for the site, the current criteria for significant woodlands in the urban area of the City of Ottawa are not applicable" correct? Has the Provincial Policy Statement's Section 2.0, and more specifically subsection 2.1.5, been violated by this landowner?

Staff response: The City issued a Tree Cutting Permit in spring 2020 for 222 CitiGate Drive, following review of the proponent's site plan application, consultation with Development Review staff, and completion of additional surveys requested by the City's Natural Systems staff. Prior to issuing the Permit, the City's Planning Forester and Senior Environmental Planner in Natural Systems confirmed that none of the site plan issues under review would have implications for tree removal. Staff also confirmed that the developer had received the necessary approvals under the Endangered Species Act.

Staff issued the Permit to allow the developer to clear the site prior to bird breeding season, so that site preparation and construction could begin in the spring or summer of 2020, assuming receipt of other necessary approvals. The proposed clearing is consistent with the previously-approved Environmental Management Plan, Plan of Subdivision and zoning for the area. Because the area was approved for development prior to approval of the City's new significant woodlands policies, the site is exempt from

those policies. Similarly, the Plan of Subdivision meets the requirements of the Site Alteration By-law.

2. Archaeological Potential

- According to the City's geoOttawa mapping there are two parts of the 222 CitiGate Drive property with archaeological potential. Why was no archaeological study provided with this application?

Staff response: With respect to the archaeological potential of the site, through the plan of subdivision, a Stage 2 Archaeological Assessment was undertaken in 2013. No evidence of archaeological sites were found, and the study contained the following recommendations:

1. Clearance of any archaeological conditions affecting this property is recommended. It is hereby requested that the Ontario Ministry of Tourism, Culture and Sport supply a 'letter of concurrence' indicating that the ministry's concerns for archaeological heritage on this property have been met.
2. If during the process of development any undetected archaeological resources or human remains of potential Aboriginal interest are encountered, the Algonquins of Ontario Consultation Office will be contacted immediately at: Algonquins of Ontario Consultation Office, 31 Riverside Drive, Suite 101, Pembroke, Ontario K8A 8R6 Telephone: (613) 735-3759 Fax: (613) 735-6307 e-mail: algonquins@nrtco.net.

The recommendations above have been brought forward as special conditions in the site plan approval for the agreement, which will be registered on title.

3. Land use

- The proposed scale of this complex with the constant flow of tractor trailers and delivery trucks is not synonymous with a busy retail hub. This facility and the anticipated 24 hours a day operation are very different from an office building.

Staff response: The site plan application allows the City to influence land development so that it is safe, functional and orderly. It is also used to ensure that the development standards approved by the City and other agencies are implemented and maintained. This site and its permitted uses were determined as part of an industrial subdivision dating back to 2012. It is a vacant lot that is now being developed rather than a request to introduce a new land use.

The zoning by-law defines light industrial as:

- a. the manufacture from previously prepared materials of finished parts or finished products;
- b. factory or assembly-line processes that involve the manufacture, processing, assembly or packaging of finished parts or finished products made from previously prepared materials; or
- c. the repair or servicing of such products.

This proposal fits this definition.

4. Neighbourhood Traffic

- With the ongoing development at CitiGate and CrossKeys, there is a noticeable tendency for vehicles leaving the area via CrossKeys and Systemhouse to cut across Strandherd onto Helene Campbell and Maravista. Neither of these streets were intended to accommodate this cut through volume of traffic.
- The proposal will generate an incredible increase in traffic. The roadway infrastructure that is currently in place cannot accommodate such an increase. Strandherd, Helene-Campbell and Fallowfield will become increasingly congested and dangerous.

Staff response: In 2012, a community transportation study was submitted as part of the CitiGate industrial plan of subdivision. A Transportation Impact Assessment has been submitted with the Project Python application. The TIA concludes that the overall traffic generated by this proposal is projected to be less than the traffic projected in 2012 as part of the plan of subdivision. It also concludes that 55% of the traffic will come to the 222 CitiGate site from the north via Highway 416 and the owners will work with the provincial Ministry of Transportation (MTO) to achieve the MTO's targets for traffic volumes and queuing at the highway ramps. The study also concludes that Hélène Campbell Road, Maravista Drive, and Kennevale Drive will operate with an acceptable Level of Service (LOS A) under 2026 total traffic conditions (LOS F is a fail), and the added traffic generated by the proposed development is not anticipated to have a significant impact on the existing vehicular operations along the neighbourhood collector roadways (Hélène Campbell Road, Maravista Drive, and Kennevale Drive).

5. Noise – from Trucking and Loading and Poor Noise Attenuation along Strandherd

- This project will increase the overall noise level for our residential community. Has an analysis been completed on the noise impact that this new project will impose on our community? With the high volume of delivery truck traffic has engine brake noise been taken into account?
- The massive increase in 24/7 heavy commercial trucking entering and leaving the Python complex, will make the surrounding residential area unattractive. Trucks using engine brakes and 24/7 loading will add to the already undesirable level of continuous traffic noise that we currently endure in this residential area.
- The existing cedar rail fence that runs along Havencrest Woods Park, accomplishes nothing when it comes to noise reduction. Regardless of Python, the existing fences that run along Strandherd from Helene-Campbell to Fallowfield should be removed and replaced with a dense (and high) sound attenuating barrier.

- The traffic report is hard to understand. Please explain in plain language what the impact will be on the surrounding areas in terms of traffic, traffic noise, and pollution.

Staff response: Provincial and municipal regulations require that homes are protected from noise from traffic or stationary noise sources (such as industrial or commercial HVAC systems) on buildings within 100 metres. In the case of the homes within the Havencrest neighbourhood, when the subdivision was developed, a noise barrier was constructed, sound insulating windows were chosen and air conditioning and forced air heating systems (to allow windows to remain closed) were installed to mitigate noise from nearby arterial roads. The noise barrier currently in place meets municipal and provincial standards, but the noise study undertaken for this subdivision does acknowledge that there may be times when noise levels could be exceeded, and recommended warning clauses be included on title. Industrial developments with separation distances such as this are not required to undertake noise studies or noise mitigation. The loading area for the proposed development is located on the west and south sides of the building. As a result, the building will contribute to noise mitigation once completed.

Staff also provided a summary of the Transportation Impact Assessment (TIA), with respect to traffic impacts:

- This site is expected to operate with two shifts with approximately 750 employees on site during each shift during the off-peak season (February to September) and approximately 1040 employees on site during each shift during the peak season (October to January). Shift arrivals and departures are spread over a two-hour period. The peak hours for the site generated traffic occur between 6:00AM and 7:00AM and 5:30PM and 6:30PM.
- In terms of truck traffic, the proposed site is expected to generate approximately 24-35 trucks per hour between 6:00AM to 8:00PM during the peak season. Truck volume is expected to reach a high of 30-46 trucks per hour between 8:00PM to 3:00AM and drop to approximately 16-21 trucks per hour between 3:00 AM to 6:00 AM.
- The proposed development is anticipated to generate an additional 238 rides (117 in, 121 out) by transit users during the weekday.
- The majority of traffic being generated by the proposed development is anticipated to arrive/depart the study area via the arterial roadways (Strandherd Drive and Fallowfield Road) and Highway 416.
- The added traffic generated by the proposed development is not anticipated to have a significant impact on the existing vehicular operations along the neighbourhood collector roadways (Hélène Campbell Road, Maravista Drive, and Kennevale Drive).
- The volume of site generated traffic will not adversely affect the operation of Highway 416.
- With the addition of site generated traffic, minor increases in queue lengths are anticipated at all study area intersections. Some adjustment to signal timings (for

example to limit queue length on Highway 416 exits at Fallowfield) are recommended.

- The development will consider employing a variety of Transportation Demand Management approaches to encourage modes of travel other than private automobile use, such as making biking more attractive.

6. Poor tree health along roads and in parks

- Trees planted along Strandherd between Helene-Campbell and the current entrance to Havencrest Woods Park died and were removed in 2019 and not replaced. Most trees planted in Havencrest Woods Park have died and have not been replaced. They are no longer effective for noise mitigation.

Staff response: Havencrest Woods Park is a woodlot that was protected as part of the natural heritage system. It is not considered a sensitive land use for noise by provincial regulations and is not required to be protected as homes are. Staff recommended making a service request directly to City Forestry staff regarding City trees in poor health and provided guidance on how to do so.

7. Access to neighbourhood from Strandherd via Havencrest Woods Park:

- There have been issues with both vandalism and drug dealings in Havencrest Woods Park over the past couple of years. Allowing access to the park from Strandherd increases these problems.

Staff response: This matter is outside of the City's review of the Project Python proposal.

8. Consultation / Request for Open House

- This project seems to be on a fast track to completion with no information provided to the community or input sought to date. A community open house to provide an overview of the project and a layperson's explanation of the terminology used in the associated documents would be essential to build consensus within the community. The proposed project will have a significant impact on the surrounding community.

Staff response: Given the current pandemic situation, the City can hold online open houses; however, given that the plans and studies are available online already and the file lead planner was available to respond to inquiries, it was not considered necessary. Planning staff received seven comments directly from residents on this development and assisted the Ward Councillor's office in answering several more.

A site plan control application (and after that a building permit) are required for this development. City staff have reviewed these for compliance with City standards and the Ontario Building Code. The provincial Planning Act does not require public consultation for these approvals. However, the City of Ottawa has a practice of notifying community

associations, posting signs onsite and posting information on the "DevApps" website for site plan applications, and these approaches were used in this case.

9. Drainage

- Drainage from Orchard Estates travels south and residents want to make sure that whatever takes place on the 222 CitiGate property doesn't negatively impact the drainage in our area which is already fairly poor in some of the westerly parts of the community.

Staff response: The O'Keefe Drain is the stormwater outlet for both Orchard Park Estates and the CitiGate Business Park. For the development of the CitiGate subdivision there were significant upgrades to the O'Keefe Drain and all the lands bordered by Strandherd/Fallowfield and the 416 down to Mckenna Casey were incorporated into the upgrades of the Drain. The property at 222 CitiGate was designed to outlet to the existing stormwater management pond constructed as part of the first phase of development of the CitiGate subdivision for both water quality and quantity control. The sewers, pond and ultimately the O'Keefe Drain were designed for the full-build out of the CitiGate subdivision. There is also significant underground stormwater storage incorporated into the design of the site plan at 222 CitiGate Drive.

10. Dust during construction

- The construction is creating a very high level of fine dust in the air, covering our deck, outdoor furniture, cars, etc. and causing respiratory issues to residents, especially those who have pre-existing health issues. What specific preventative measures are being implemented to minimize the dust and help in maintaining the air quality in the area?

Staff response: City staff are working with the developer to address the dust issue using best practices in construction management. During site preparation and construction, the contractor is spraying the internal site hauling roads, as well as flushing the external roads multiple times a day. Unfortunately, the hot, dry weather in summer 2020 has exacerbated the problem. As work progresses, the work involving moving material will decrease and new granular materials will be brought in for the parking areas around the proposed building. With the adding of granular material, it is expected that the amount of dust being generated will be considerably reduced.

Technical Agency/Public Body Comments

Summary of Comments –Technical

The Rideau Valley Conservation Authority (RVCA) advised that water quality objectives of 80% total suspended solids removal are met. The RVCA also advised that the O'Keefe Creek is considered a cool-cold watercourse with fish habitat and requested best management practices to cool stormwater prior to outlet into the Drain.

The provincial Ministry of Transportation (MTO) was circulated given the proximity of Highway 416. MTO staff initially asked how the modal share and trip distribution rates were calculated. MTO staff also had questions about TIA analysis of signals timing at the Fallowfield intersections, which could impact MTO's targets for queue lengths on the highway ramps. MTO staff requested more information on future City plans to add cycling infrastructure on the Fallowfield overpass, which might reduce lanes and vehicular capacity and also contribute to increased queue lengths or delays.

City of Ottawa Transportation Planning also asked about trip distribution and the projected split between modes of travel (auto, cycling, pedestrian, and transit).

Transportation Planning requested that the developer provide the City with sufficient land to allow for the construction of the future recommended roundabout at the intersection of CitiGate Drive and Systemhouse Street.

In accordance with the transit conditions of the subdivision agreement and given the anticipated transit demand for this site, Transit Services advised that the owner is required to construct the required bus stop infrastructure in front of the site and may also be required to enter into a Transit Service Agreement with OC Transpo.

Response to Comments –Technical

The engineering consultant provided details to the RVCA on stormwater management including underground collection measures and updated the Stormwater Management Section of the Servicing report accordingly.

The transportation consultant revised the Transportation Impact Assessment's modal share and trip distribution assumptions and provided the MTO and Transportation Planning staff with the additional information requested.

The developer proposed additional Transportation Demand Management (TDM) measures for the proposal to support the assumed modal shares.

The developer prepared a future conceptual roundabout design (Figure 20 in the Transportation Impact Assessment) and proposed conditions within the site plan agreement for future dedication of lands.

The developer has contacted OC Transpo and will work with them to address transit service enhancements prior to opening.

APPLICATION PROCESS TIMELINE STATUS

This Site Plan application was processed by the On Time Decision Date established for the processing of an application that has Manager Delegated Authority.

Contact : Allison Hamlin Tel: 613-580-2424 extension 25477, Fax : 613-560-6006 or e-mail : Allison.Hamlin@ottawa.ca