



**SITE PLAN CONTROL APPLICATION  
DELEGATED AUTHORITY REPORT  
PLANNING, REAL ESTATE AND ECONOMIC DEVELOPMENT DEPARTMENT**

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Site Location: 525 Legget Drive and 359 Terry Fox Drive

File No.: D07-12-21-0160

Date of Application: October 13, 2021

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This SITE PLAN CONTROL application submitted by Novatech (Attn: James Ireland), on behalf of Wesley Clover International, is APPROVED as shown on the following plan(s):

1. **Notes and Details**, 120202-ND, prepared by Novatech, Project # 120202-00, dated January 28, 2022, revision 6, dated June 21, 2022.
2. **General Plan of Services (West)**, 120202-GP1, prepared by Novatech, Project # 120202-00, dated October 1, 2021, revision 7, dated June 21, 2022.
3. **General Plan of Services (East)**, 120202-GP2, prepared by Novatech, Project # 120202-00, dated October 1, 2021, revision 7, dated June 21, 2022.
4. **Grading Plan (West)**, 120202-GR1, prepared by Novatech, Project # 120202-00, dated October 1, 2021, revision 7, dated June 21, 2022.
5. **Grading Plan (East)**, 120202-GR2, prepared by Novatech, Project # 120202-00, dated October 1, 2021, revision 7, dated June 21, 2022.
6. **Erosion and Sediment Control Plan**, 120202-ESC, prepared by Novatech, Project # 120202-00, dated January 28, 2022, revision 6, dated June 21, 2022.
7. **General Site Plan**, A101, prepared by NEUF Architects, Project #12347, dated February 2<sup>nd</sup>, 2021, revision G, dated October 3<sup>rd</sup>, 2022.
8. **Implantation Plan Part A**, A102a, prepared by NEUF Architects, Project #12347, dated October 4<sup>th</sup>, 2021, revision D, dated January 28<sup>th</sup>, 2022.
9. **Implantation Plan Part B**, A102b, prepared by NEUF Architects, Project #12347, dated February 2<sup>nd</sup>, 2021, revision F, dated January 28<sup>th</sup>, 2022.
10. **Site Plan – P1 and G1**, A103, prepared by NEUF Architects, Project #12347, dated July 14<sup>th</sup>, 2021, revision F, dated January 28<sup>th</sup>, 2022.
11. **Site Plan – GF and G2**, A104, prepared by NEUF Architects, Project #12347, dated February 2<sup>nd</sup>, 2021, revision G, dated January 28<sup>th</sup>, 2022.
12. **South-West Elevation Legget Drive**, A400, prepared by NEUF Architects, Project #12347, dated July 14<sup>th</sup>, 2021, revision E, dated January 28<sup>th</sup>, 2022.
13. **North-East Elevation Pond**, A401, prepared by NEUF Architects, Project #12347, dated July 14<sup>th</sup>, 2021, revision E, dated January 28<sup>th</sup>, 2022.
14. **North-West Elevation Terry Fox**, A402, prepared by NEUF Architects, Project #12347, dated July 14<sup>th</sup>, 2021, revision E, dated January 28<sup>th</sup>, 2022.

15. **South-East Elevation Golf**, A403, prepared by NEUF Architects, Project #12347, dated July 14<sup>th</sup>, 2021, revision E, dated January 28<sup>th</sup>, 2022.
16. **Landscape Plan**, 120202-L1, prepared by Novatech, Project #120202-00, dated August 31, 2021, revision 4, dated April 4, 2022.
17. **Landscape Plan**, 120202-L2, prepared by Novatech, Project #120202-00, dated August 31, 2021, revision 4, dated April 4, 2022.
18. **Tree Conservation Report**, 120202-L3, prepared by Novatech, Project #120202-00, dated October 1<sup>st</sup>, 2021, revision 1.
19. **Landscape Details**, 120202-L4, prepared by Novatech, Project #120202-00, dated October 1<sup>st</sup>, 2021, revision 3, dated April 4, 2022.

And as detailed in the following report(s):

1. **Brookstreet Apartments - Site Servicing and SWM Brief**, prepared by Novatech, File No. 120202, dated October 1, 2021, revised June 17, 2022.
2. **Brookstreet Apartments, 359 Terry Fox Drive & 525 Legget Drive, Ottawa Transportation Impact Assessment**, prepared by Novatech, dated October 2021, revised January 2022, file 120202, reference number R-2021-110.
3. **525 Legget Drive – Brookstreet Apartment Building Environmental Impact Statement**, prepared by Muncaster Environmental Planning Inc., dated September 17, 2021.
4. **Pedestrian Level Wind Study**, prepared by Gradient Wind, report 21-203-PLW, dated September 30, 2021.
5. **Geotechnical Investigation**, prepared by Paterson Group, report PG5673-1, revision 4, dated March 29, 2022.
6. **Phase I Environmental Site Assessment**, prepared by Paterson Group, report PE5413-1, dated September 17, 2021.
7. **Phase II Environmental Site Assessment**, prepared by Paterson Group, report PE5413-2R, dated January 24, 2022.

And subject to the following Requirements, General and Special Conditions:

## **Requirements**

1. 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 five 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.

## **General 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. **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, Real Estate 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, Real Estate 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, Real Estate 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, Real Estate and Economic Development.

**7. Extend Internal Walkway**

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

**8. Completion of Works**

The Owner acknowledges and agrees that no new building will be occupied on the lands until all requirements with respect to completion of the Works as identified in this Agreement have been carried out and received Approval by the General Manager, Planning, Real Estate 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, Real Estate and Economic Development, the aforesaid Works are proceeding satisfactorily toward completion. The Owner shall obtain the prior consent of the General Manager, Planning, Real Estate 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, Real Estate 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.

## **9. Development Charges**

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

## **10. 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**

#### **11. Permanent Features**

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

#### **12. Transportation Impact Assessment**

The Owner has undertaken a **Transportation Impact Assessment** for this site, referenced in Schedule “E” 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, Real Estate and Economic Development.

#### **13. Private Approach Detail**

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

### **Geotechnical Engineering and Soils**

#### **14. 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, Real Estate 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, Real Estate and Economic Development.

#### **15. 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.

#### **16. Retaining Wall**

The Owner agrees to submit to the General Manager, Planning, Real Estate 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 Site Plans referenced in Schedule "E" 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, Real Estate and Economic Development. The Owner shall provide confirmation to the General Manager, Planning, Real Estate 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.

### **Civil Engineering**

#### **17. Below Grade Parking Area and Depressed Driveways**

- a. The Owner acknowledges and agrees that during major storm events, depressed driveways and below grade parking areas may be subject to flooding due to drainage from the road allowance. The Owner further acknowledges and agrees that the City shall not be liable for flooding claims. The Owner further acknowledges that it is recommended that backwater valves be installed on catch basins located in depressed driveways.
- b. The Owner acknowledges and agrees that a notice-on-title respecting below grade parking areas and depressed driveways, as contained in Clause [redacted] hereinafter, shall be registered on title to the subject lands, at the Owner's expense, and a warning clause shall be included in all agreements of purchase and sale and lease agreements.

#### **18. Notices on Title – All Units (Below Grade Parking and Depressed Driveways)**

The Owner, or any subsequent owner of the whole or any part of the subject lands, acknowledges and agrees that all agreements of purchase and sale or lease agreements shall contain the following clauses, which shall be covenants running with the subject lands:

"The Purchaser/Lessee for himself, his heirs, executors, administrators, successors and assigns acknowledges being advised that during major storm events, depressed driveways and below grade parking areas may be subject to flooding due to drainage from the road allowance. The Purchaser/Lessee further acknowledges being advised that the City of Ottawa shall not be liable for flooding

claims. Backwater valves are recommended for installation on catch basins located in depressed driveways.”

“The Purchaser/Lessee covenants with the Vendor/Lessor that the above clauses, verbatim, shall be included in all subsequent agreements of purchase and sale, and lease agreements for the lands described herein, which covenant shall run with the said lands.”

#### **19. Requirement for a Grease Interceptor**

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

#### **20. 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, Real Estate and Economic Development, 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, Real Estate 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, Real Estate 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, Real Estate and Economic Development.

#### **21. 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, Real Estate 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 in Schedule “E” herein.

#### **22. 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**

#### **23. 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.

#### **24. Leak Survey**

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

Further, the Owner acknowledges and agrees to have a Professional Engineer, licensed in the Province of Ontario, conduct regular inspections of the water system and sewer system, which includes a leak detection survey at least every five (5) years and a video of the sanitary sewer system to check for major water infiltration into the private system. Copies of the inspection reports and videos shall be provided to the General Manager, Infrastructure and Water Services and Fire Services. The Owner further acknowledges and agrees that as part of the Owner’s ongoing maintenance responsibility for the private system, repairs to the system must be completed immediately to correct any deficiencies which contribute to water loss or leakage of infiltration within the private system. Any deficiencies shall be immediately reported to the City. The Owner acknowledges and agrees to notify the General Manager, Infrastructure and Water Services when such repairs have been completed.

### **Blasting**

#### **25. 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.

#### **26. 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.

## **Site Lighting**

### **27. Site Lighting Certificate**

- (a) In addition to the requirements contained in clause 19 of Schedule "C" hereto, the Owner acknowledges and agrees, prior to the issuance of a building permit, to provide the City with a certificate from an acceptable professional engineer, licensed in the Province of Ontario, which certificate shall state that the exterior site lighting has been designed to meet the following criteria:
  - i. it must be designed using only fixtures that meet the criteria for full cut-off (sharp cut-off) classification, as recognized by the Illuminating Engineering Society of North America (IESNA or IES);
  - 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, Real Estate 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 Design**

### **28. Exterior Elevations Drawings**

The Owner acknowledges and agrees to construct the proposed building in accordance with the approved **Elevations Plans**, referenced in Schedule "E" herein. The Owner further acknowledges and agrees that any subsequent proposed changes to the approved Elevations Plans shall be filed with the General Manager, Planning, Real Estate 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.

### **29. Maintenance and Liability Agreement for Landscaping**

The Owner acknowledges and agrees it shall be required to enter into a Maintenance and Liability Agreement with the City, for all plant and landscaping material (except municipal trees), decorative paving and street furnishings placed in the City's right-of-way along **Terry Fox 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.

### **30. Snow Storage – no interference with servicing**

In addition to the requirements of Clause 17 of Schedule "C" of this Agreement, 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.

## **Waste Collections**

### **31. Waste Collection**

The Owner acknowledges and agrees that residential cart (and/or container) garbage, recycling, and organic waste collection will be provided by the City from a centralized refuse room or area. The Owner shall provide, at its own expense, adequate storage for the containers and carts and acknowledges it is recommended that they be placed on a concrete floor. The Owner shall provide an adequately constructed road for direct access to the garbage/recycling/organic waste storage room or area suitable for garbage/recycle/organic waste collection vehicles. Any additional services (i.e. winching of containers) may result in extra charges.

The Owner acknowledges and agrees that **commercial** garbage, recycling, and organic waste collection will not be provided by the City and it shall make appropriate arrangements with a private contractor for garbage, recycling, and organic waste collection at the Owner's sole expense. The Owner shall consult a private contractor regarding any access requirements for garbage and/or recycling and organic waste collection.

## **Trees**

### **32. Tree Protection**

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

- (b) 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 x 10cm);
- (c) Tunnel or bore when digging within the CRZ of a tree;
- (d) Do not place any material or equipment within the CRZ of the tree;
- (e) Do not attach any signs, notices or posters to any tree;
- (f) Do not raise or lower the existing grade within the CRZ without the approval of the General Manager, Planning, Real Estate and Economic Development;
- (g) Do not damage the root system, trunk or branches of any tree; and
- (h) Ensure that exhaust fumes from all equipment are not directed towards any tree's canopy.

### **33. Tree Permit**

The Owner acknowledges and agrees that any trees to be removed shall be removed in accordance with an approved **Tree Permit and the Tree Conservation Report** referenced in Schedule "E" hereto, and in accordance with the City's Tree Protection By-law, being By-Law No. 2020-340, as amended. The Owner further agrees that a copy of the approved Tree **Permit and Tree Conservation Report** shall be posted on the construction site at all times until Approval is granted by the City for such Works.

### **34. Bird Friendly Design**

The Owner acknowledges and agrees that the project will be constructed using bird-safe glass and/or other integrated measures as specified in Guideline 2 of the City's Bird-Safe Design Guidelines to reduce the risks to birds associated with transparent and/or reflective surfaces. This includes the application of measures meeting the City's specifications to a minimum of 90% of the glass within the first 16 metres of height or to the height of the adjacent mature tree canopy, whichever

is greater, and to a minimum height of 4 m from the surface of any green roof, rooftop garden or terrace. This further includes the use of bird-safe glass to reduce the risks associated with design traps such as glass corners, fly-through conditions, glass railings or parapets as described in Guideline 3.

### **35. Cash-in-Lieu of Parkland**

The Owner shall pay cash-in-lieu of parkland in accordance with the Parkland Dedication By-law of the City of Ottawa, as well as the fee for appraisal services. The monies are to be paid at the time of execution of the Site Plan Agreement.

If the transition period described in subsection 14(3) of the City of Ottawa Parkland Dedication By-law No. 2022-280 lapses prior to the registration of the site plan agreement, the cash-in-lieu of parkland dedication requirement shall be updated to comply with the provisions of Parkland Dedication By-law No. 2022-280 including determining the value of the land as described in Section 10 of the By-law.

## **Common Elements**

### **36. Joint Use, Maintenance and Liability Agreement**

- (i) The Owner acknowledges and agrees that should the lands be severed in the future **by means other than a Declaration of a Condominium**, 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 watermains, for the mutual benefit and joint use of the owners; and any other elements located in the common property; and the Joint Use, Maintenance and Liability Agreement shall be filed with the General Manager, Planning, Real Estate and Economic Development.
- (j) The Owner shall file with the General Manager, Planning, Real Estate and Economic Development, an opinion from a solicitor authorized to practice law in the Province of Ontario that the Joint Use, Maintenance and Liability Agreement is binding upon the owners of the land and all subsequent purchasers to deal with the matters referred to Paragraph \_\_\_\_ (a) above.
- (k) The Owner acknowledges and agrees that the Joint Use, Maintenance and Liability Agreement shall be registered on the Owner's lands at no cost to the City, and a copy of the registered agreement shall be provided to the General Manager, Planning, Real Estate and Economic Development.
- (l) The Owner acknowledges and agrees that the Joint Use, Maintenance and Liability Agreement shall include a clause that transfers all legal and financial obligations required under the Joint Use, Maintenance and Liability

Agreement to future owners, successors and assigns in title of the subject lands.

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

**School**

**38. School Accommodation**

- (m) The Owner acknowledges and agrees to inform prospective purchasers that school accommodation pressures exist in the Ottawa-Carleton District School Board schools designated to serve this development, which are currently being addressed by the utilization of portable classrooms and/or by directing students to schools outside their community.
- (n) The Owner acknowledges and agrees that a notice-on-title respecting school accommodation concerns, as contained in Clause [redacted] hereinafter, shall be registered on title to the subject lands, at the Owner's expense, and a warning clause shall be included in all agreements of purchase and sale and lease agreements.

**39. Mississippi Valley Conservation Authority (MVCA)**

An as-built survey is required to be submitted to the MVCA to confirm that the flood plain modification works have been completed, and that there is no loss in flood plain storage. Once the as-built information is received and accepted by MVCA, the hazard mapping will be updated accordingly and the costs charged to the applicant.



12 October 2022 \_\_\_\_\_

Date

\_\_\_\_\_  
Allison Hamlin  
(Acting) Manager, Development Review, West  
Planning, Real Estate and Economic  
Development Department

Enclosure: Site Plan Control Application approval – Supporting Information





## SITE PLAN CONTROL APPROVAL APPLICATION SUPPORTING INFORMATION

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**File Number:** D07-12-21-0160

### **SITE LOCATION**

The site is located on parts of 525 Legget Drive and 359 Terry Fox Drive, and as shown on Document 1.

### **SYNOPSIS OF APPLICATION**

The subject site is located south of Terry Fox Drive and east of Legget Drive within the Kanata North Business Park. The proposed development will be situated on a new parcel that will be severed from the eastern portions of 525 Legget Drive and 359 Terry Fox Drive. The new parcel will have an area of approximately 6,815 square metres and have frontage along Terry Fox Drive to accommodate a driveway.

525 Legget Drive is currently occupied by the Brookstreet Hotel, an 18-storey hotel; a five-storey parking structure; and a stormwater management pond. 359 Terry Fox Drive is currently occupied by a two-storey light industrial building. All the existing buildings are proposed to be retained. Surrounding land uses include a variety of light industrial uses, office uses and associated surface parking lots to the north, south and west, and the Marshes Golf Course can be found immediately to the east.

The proposed development consists of a 30-storey, 253-unit apartment building and a restaurant on the uppermost floor. The proposed development will wrap around the northeastern corner of the existing parking structure at 525 Legget Drive with the tower located at the corner of the parking structure. The proposed development will be physically connected and integrated with the Brookstreet Hotel. The new building will include an extension to the existing Brookstreet Hotel ballroom on the second floor with a balcony overlooking the adjacent Marshes Gold Course and ponds, and a ground floor patio space. A 358 square metre restaurant is proposed to be located on the top floor of the proposed development. The proposed development will include two levels of underground parking; a further parking spaces for residents will be located in the existing parking structure for a total of 304 resident parking spaces. 51 visitor parking spaces and 42 restaurant parking spaces will also be provided for a total of 397 parking spaces for the proposed development. A total of 129 bicycle parking stalls are proposed.

### **DECISION AND RATIONALE**

This application is approved for the following reasons:

- The proposal conforms to the policies set out in the current and new Official Plan.
- Conditions of approval have been included in this report in order to ensure the proposed development is constructed in conformity with City policies and guidelines.
- An Official Plan and Zoning By-law amendment (D01-01-22-0007 & D02-02-21-0123) were approved to permit residential uses without the need for a Secondary Plan. The Official Plan amendment was required because the Ministry of Municipal Affairs and Housing has yet to approve the new Official Plan, which supports residential uses in the area. The Zoning By-law amendment changed the site from a Business Park Industrial Zone to a Mixed-Use Centre zone with a maximum height of 115 metres (30 storeys). These amendments were approved by Council on August 31, 2022.
- A Committee of Adjustment severance and Minor Variance application (D08-01-22/B-00198 to D08-01-22/B-00202, D08-01-22/B-00238 & D08-01-22/B-00239 & D08-02-22/A-00182) was approved. These applications permit a severance to create a separate parcel for the development and address lot width variances due to the timing of the Official Plan and Zoning By-law amendment appeal periods. The applications were approved on September 7, 2022.
- The proposal represents an appropriate site design under the current policy framework and represents good planning.

## **PARKLAND DEDICATION**

Parkland dedication, in accordance with By-law 2009-95, is being satisfied within this approval through the taking of cash-in-lieu of parkland as detailed in the above conditions.

## **CONSULTATION DETAILS**

### **Public Comments**

This application was subject to public circulation under the Public Notification and Consultation Policy. There was no public comment received online.

### **Technical Agency/Public Body Comments**

#### Summary of Comments –Technical

N/A

### **Advisory Committee Comments**

#### Summary of Comments – Advisory Committees

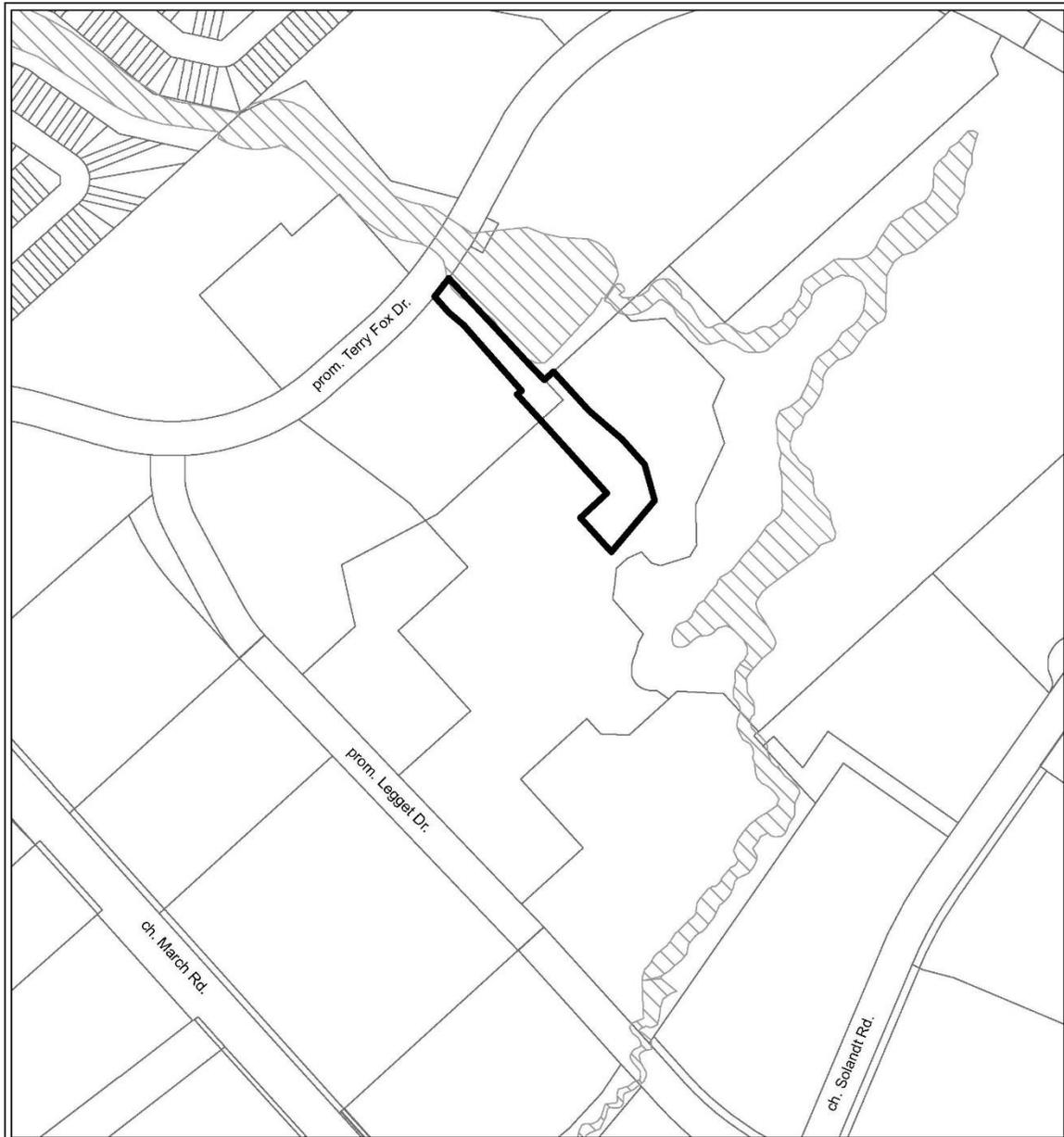
N/A

## **APPLICATION PROCESS TIMELINE STATUS**

This Site Plan application was not processed by the On Time Decision Date due to the complexity of issues associated with the site design.

**Contact:** Molly Smith Tel: 613-580-2424, ext. 25910 or e-mail: [molly.smith@ottawa.ca](mailto:molly.smith@ottawa.ca)

# Document 1 – Location Map



		LOCATION MAP / PLAN DE LOCALISATION ZONING KEY PLAN / SCHÉMA DE ZONAGE	
D02-02-21-0123	22-0711-X		
I:\CO\2022\Zoning\Leggett525_TerryFox359			
<small>©Parcel data is owned by Teranet Enterprises Inc. and its suppliers                  All rights reserved. May not be produced without permission.                  THIS IS NOT A PLAN OF SURVEY</small>			
<small>©Les données de parcelles appartiennent à Teranet Enterprises Inc. et à ses fournisseurs. Tous droits réservés. Ne peut être reproduit sans autorisation. CECI N'EST PAS UN PLAN D'ARPENTAGE</small>			
REVISION / RÉVISION - 2022 / 07 / 20			
		 <b>525 prom. Leggett Drive and/et 359 prom. Terry Fox Drive</b>	 Existing Flood Plain (Section 58) / Plaine inondable (Article 58)
			 <small>NOT TO SCALE</small>