



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

Site Location: 180 Kanata Avenue

File No.: D07-12-21-0098

Date of Application: July 9, 2022

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

1. **Site Plan**, A001, prepared by Progressive Architects, Ltd. , dated June 11, 2021, revision Number 9 dated July 6, 2022
2. **Landscape Plan Western Portion and Pool Area**, 121010-L1, prepared by Novatech, dated July 5, 2021, revision 6 dated July 22, 2022.
3. **Landscape Plan Eastern Portion and Parking**, 121010-L2, prepared by Novatech, dated July 5, 2021, revision #5 dated May 9, 2022.
4. **Elevations**, A-401, prepared by Progressive Architects Ltd., dated June 30, 2021, revision 7 dated July 6, 2022.
5. **Elevations**, A-402, prepared by Progressive Architects Ltd., dated June 30, 2021, revision 7 dated July 6, 2022.
6. **Lot Grading and Drainage Plan**, CCO-21-3764, prepared by McIntosh Perry, dated June 30, 2021, #9 dated August 30, 2022.
7. **Site Servicing Plan**, CCO-21-3764, prepared by McIntosh Perry, dated June 30, 2021, revision #9 dated August 30, 2022.
8. **Erosion and Sediment Control Plan**, CCO-21-3764, prepared by McIntosh Perry, dated November 10, 2021, revision #9 dated August 30, 2022.

And as detailed in the following report(s):

1. **Tree Conservation Report for 180 Kanata Avenue, Ottawa**, prepared by IFS Associates , dated February 14, 2022.
2. **Servicing and Stormwater Management Report Kanata Avenue – The Woods**, prepared by McIntosh Perry, dated August 30, 2022.
3. **180 Kanata Avenue Transportation Impact Assessment**, prepared by McIntosh Perry, dated December 2, 2021.
4. **Environmental Impact Statement – Scoped Impact Assessment to Species at Risk**, prepared by Bowfin Environmental Consulting, dated June 2021, revised May 2022.
5. **Noise Impact Feasibility Study Kanata Avenue The Wood – Phase II Kanata Ontario**, prepared by J.E. Coulter Associates Limited, dated November 26, 2021.

6. **Geotechnical Investigation**, prepared by Kanata Woods Inc., dated December 1, 2021.
7. **Geotechnical Responses to City Comments**, prepared by Kanata Woods Inc., dated March 8, 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. **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.

3. **Permits**

The Owner shall obtain such permits as may be required from municipal or provincial authorities and shall file copies thereof with the General Manager, Planning, Real Estate and Economic Development.

4. **Barrier Curbs**

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

5. **Water Supply For Fire Fighting**

The Owner shall provide adequate water supply for fire fighting for every building. Water supplies may be provided from a public water works system, automatic fire pumps, pressure tanks or gravity tanks.

6. 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.

7. 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.

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, Real Estate 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, 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.

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.

12. Special Conditions

Roads Right-of-Way and Traffic

13. Construction of the Public Laneway on City Owned Land

The owner acknowledges and agrees to construct access to the site via the City Owned laneway, including layby parking, walkways, landscaping, and lighting.

14. 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.

15. 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.

16. Permanent Encroachment Agreement

The Owner acknowledges and agrees to enter into a permanent Encroachment Agreement to permit the encroachment of the bike parking, stairs and walkways to be constructed within the City's Kanata Avenue right-of-way. The Owner shall, at its expense, provide a reference plan for registration, indicating the approved encroachments, and the Owner shall submit the draft reference plan to the City's Surveyor for review and approval prior to its deposit in the Land Registry Office. The Owner further acknowledges and agrees that the cost of preparation and registration of the Encroachment Agreement will be borne by the Owner.

17. Letter of Tolerance – Right-of-Way

The Owner shall, file with the General Manager, Planning, Real Estate and Economic Development a copy of the letter of tolerance issued by the Right-of-Way Unit for the encroachments to be constructed within the City's Kanata Avenue right-of-way, as shown on the approved Landscape Plan, referenced in Schedule "E" herein.

18. On-Site Parking

- (d) The Owner acknowledges and agrees that units within the proposed building(s) may not/will not be provided with on-site parking. In the event any future tenant or purchaser wishes to have parking, the Owner acknowledges that alternative and lawful arrangements may/will need to be made to address parking needs at an alternate location and such arrangements are solely the responsibility of the person seeking parking. The Owner further acknowledges and agrees the availability and

regulations governing on-street parking vary; that access to on-street parking, including through residential on-street parking permits issued by the City cannot be guaranteed now or in the future; and that a tenant or purchaser intending to rely on on-street parking for their vehicle or vehicles does so at their own risk.

- (e) The Owner acknowledges and agrees that a notice-on-title respecting on-site parking, as contained in Clause 19 below, 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.

19. On-Site Parking - Notice on Title

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 the unit being sold/rented may not/will not be provided with any on-site parking. Should the Purchaser/Lessee have a vehicle for which they wish to have parking, alternative and lawful arrangements may/will need to be made to address their parking needs at an alternate location and that such arrangements are solely the responsibility of the person seeking parking. The Purchaser/Lessee acknowledges that the availability and regulations governing on-street parking vary; that access to on-site street parking, including through residential on-street parking permits issued by the City of Ottawa cannot be guaranteed now or in the future; and that the Purchaser/Lessee intending to rely on on-street parking for their vehicle or vehicles does so at their own risk."

"The Purchaser/Lessee covenants with the Vendor/Lessor that the above clause, 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."

20. 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.

Noise

21. Noise Control Attenuation Measures

The Owner covenants and agrees that it shall retain the services of a professional engineer licensed in the Province of Ontario to ensure that the recommendations

of the Noise Study, referenced in Schedule "E" herein (the "Report"), are fully implemented. The Owner further acknowledge and agrees that it shall provide the General Manager, Planning, Real Estate and Economic Development Department with confirmation issued by the professional engineer that the Owner has complied with all recommendations and provisions of the Report, prior to building occupancy, which confirmation shall be to the satisfaction of the General Manager, Planning, Real Estate and Economic Development Department.

The Owner acknowledges and agrees to implement the noise control attenuation measures recommended in the approved Noise Study, referenced in Schedule "E" of this Agreement, as follows:

- (f) each unit is to be equipped with central air conditioning;
- (g) each unit is to be fitted with a forced air heating system and ducting, and shall be sized to accommodate central air conditioning;
- (h) further to subsection (b) above, the location and installation of any outdoor air conditioning device(s) shall comply with the noise criteria of the Ministry of the Environment, Conservation and Parks' Publication NPC-216, dated 1993, and the Environmental Noise Guidelines for Installation of Residential Air Conditioning Devices, dated September 1994, as amended, in order to minimize the noise impacts both on and off the immediate vicinity of the subject lands.
- (i) prior to the issuance of a building permit, a review of building components (windows, walls, doors) is required and must be designed to achieve indoor sound levels within the City's and the Ministry of the Environment, Conservation and Parks' noise criteria;
- (j) notice respecting noise shall be registered against the lands, at no cost to the City, and a warning clause shall be included in all agreements of purchase and sale or lease agreements, as detailed in paragraph 22 below.

22. Notice on Title – Noise Control Attenuation Measures

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:

Type B – Increasing Roadway Traffic

"The Purchaser/Lessee for himself, his heirs, executors, administrators, successors and assigns acknowledges being advised that despite the inclusion of noise control features in this development and within building units, noise levels from increasing roadway/rail/air traffic may be of concern, occasionally interfering with some activities of the dwelling occupants as the outdoor sound level exceeds the City of Ottawa's and the Ministry of the Environment, Conservation and Parks' noise criteria."

Type D – Central Air Conditioning

“The Purchaser/Lessee for himself, his heirs, executors, administrators, successors and assigns acknowledges being advised that this dwelling unit has been supplied with a central air conditioning system which will allow windows and exterior doors to remain closed, thereby ensuring that the indoor sound levels are within the City of Ottawa’s and the Ministry of the Environment, Conservation and Parks’ noise criteria.”

“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.”

23. Certification Letter for Noise Control Measures

The Owner acknowledges and agrees that upon completion of the development and prior to occupancy and/or final building inspection, it shall retain a Professional Engineer, licensed in the Province of Ontario with expertise in the subject of acoustics related to land use planning, to visit the lands, inspect the installed noise control measures and satisfy himself that the installed recommended interior noise control measures comply with the measures in the Noise Study referenced in Schedule “E” hereto, as approved by the City and/or the approval agencies and authorities (The Ministry of the Environment, Conservation and Parks) or noise thresholds identified in the City’s Environmental Noise Control Guidelines. The Professional Engineer shall prepare a letter to the General Manager, Planning, Real Estate and Economic Development (the “Certification Letter”) stating that he certifies acoustical compliance with all requirements of the applicable conditions in this Agreement, to the satisfaction of the General Manager, Planning, Real Estate and Economic Development.

All of the information required in subsections (a) above shall be submitted to the General Manager, Planning, Real Estate and Economic Development, and shall be to his satisfaction.

ENGINEERING

Geotechnical Engineering and Soils

24. 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.

25. 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.

26. Geotechnical - Encroachments

The geotechnical report has recommended a method of shoring that may encroach onto the adjacent property or onto the City right-of-way. Please note that the applicant is required to obtain the approval of the adjacent property Owner and/or receive municipal consent for any works within the right-of-way prior to the installation of any encroachments. For encroachments within the ROW the applicant shall ensure that there will be no conflicts between the proposed shoring method and the municipal services or utilities in the ROW.

27. 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.

28. 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 Landscape Plan 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.

29. Retaining Wall - Stability

The Owner acknowledges and agrees to install the proposed retaining walls in accordance with the approved Retaining Wall Design for the walls along the northern and western property line and as shown on the approved Site Plan and/or Grading Plan, both referenced in Schedule "E" hereto. The Owner shall provide

written confirmation, satisfactory to the General Manager, Planning, Real Estate 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 for the walls along the northern and western property lines. 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, Real Estate 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.

Civil Engineering

30. Below Grade Parking Area and Depressed Driveways

- (k) 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.
- (l) The Owner acknowledges and agrees that a notice-on-title respecting below grade parking areas and depressed driveways, as contained in Clause 31 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.

31. 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.”

32. 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.

33. 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.

34. Stormwater Management Memorandum

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

35. Protection of City Sewers

- (a) Prior to the issuance of a building permit, the Owner shall, at its expense:
 - (i) obtain a video inspection of the City Sewer System within Kanata Avenue from MHST13909 to MHST13906 and from MHSA12691 (City inventory STRUCT_ID) north to the Kanata Avenue right-of-way property limit prior to any construction to determine the condition of the existing City Sewer System prior to construction on the lands and to provide said video inspection to the General Manager, Planning, Real Estate and Economic Development.
- (b) Upon completion of construction on the lands, the Owner shall, at its expense and to the satisfaction of the General Manager, Planning, Real Estate and Economic Development:

- (ii) obtain a video inspection of the existing City Sewer System within Kanata Avenue from MHST13909 to MHST13906 and from MHSA12691 (City inventory STRUCT_ID) north to the Kanata Avenue right-of-way property limit to determine if the City Sewer System sustained any damages as a result of construction on the lands; and
- (iii) assume all liability for any damages caused to the City Sewer System within Kanata Avenue and compensate the City for the full amount of any required repairs to the City Sewer System.

36. Inlet Control Devices (ICDs)

The Owner acknowledges and agrees to install and maintain in good working order the required roof-top and in-ground stormwater inlet control devices, as recommended in the approved Servicing and Stormwater Management Report, referenced in Schedule "E" herein. The Owner further acknowledges and agrees it shall assume all maintenance and replacement responsibilities in perpetuity. The Owner shall keep all records of inspection and maintenance in perpetuity, and shall provide said records to the City upon its request.

37. Professional Engineering Inspection

The Owner shall have competent Professional Engineering inspection personnel on-site during the period of construction, to supervise the Works, and the General Manager, Planning, 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.

38. Stormwater Works Certification

Upon completion of all stormwater management Works, the Owner acknowledges and agrees to retain the services of a Professional Engineer, licensed in the Province of Ontario, to ensure that all measures have been implemented in conformity with the approved Plans and Reports, referenced in Schedule "E" herein. The Owner further acknowledges and agrees to provide the General Manager, Planning, 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.

39. Site Dewatering

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

Blasting

40. Use of Explosives and Pre-Blast Survey

- (c) 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 (the "Notification Letter").
- (d) The Owner acknowledges and agrees that the Notification Letter(s) shall be in compliance with City Standard S.P. No. F-1201 and to the satisfaction of the General Manager, Planning, Real Estate and Economic Development. Pursuant to City Standard S.P. No. F-1201, the Owner or its agents, contractors and subcontractors shall provide written notice to all owners and tenants of any building and/or facility located within a minimum of one hundred and fifty (150) metres from the blasting location at a minimum of fifteen (15) business days prior to any blasting. The Owner further acknowledges and agrees that it shall provide a copy of the Notification Letter(s) to the General Manager, Planning, Real Estate and Economic Development prior to any blasting activities.

41. 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:

- (iv) Type of structure, including type of construction and if possible, the date when built.
 - (v) 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.
 - (vi) 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

42. 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:
- (vii) 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);
 - (viii) 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 OTHER

Planning and Design

43. 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.

44. 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 Kanata Avenue and within the City Laneway 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.

45. 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.

46. Archaeological Potential

In the event that archaeological or human remains are discovered on or buried within the subject lands during development activities, the Owner acknowledges and agrees to stop all construction and soil disturbance and shall notify the Ministry of Tourism, Culture and Sport of such findings. As required under Part VI of the Ontario Heritage Act, R.S.O. 1990, c.O.18.

47. Archaeological

- (c) 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.
- (d) 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.
- (e) 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

Waste Collections

48. 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

Environmental

49. Environmental Impact Statement

The Owner acknowledges and agrees that the construction of the site plan shall be in accordance with the recommendations of (180 Kanata Environmental Impact Statement, June 2021 up-date March 2022) including:

- i) Blasting contractor is to be made aware of the two ponds in the adjacent lands and that these are to be protected.
- ii) In the unlikely event that fracturing of the bedrock occurs, it will be sealed using grout and in a manner that prevents contamination to the adjacent natural features (two ponds).
- iii) Abiding by the migratory bird and bat roosting windows for tree removals.

50. 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.

51. Butternut Trees

The owner acknowledges and agrees that Butternut Trees are present adjacent the subject site therefore the owner is required to satisfy the Ontario Ministry of Environment, Conservation and Parks (MECP) with respect to the Endangered Species Act (ESA). Prior to work along the property line, a survey for butternut

trees shall be completed and any required tree protection fence installed as per MECP requirements (25 or 50 m or as per the direction of the Forester) and possibly other compensation measure for Butternut Tree harm to be determined by MECP. Proof of compliance shall be provided to the General Manager prior to commencement of work.

Trees

43. Tree Protection

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

- (a) Erect a fence at the critical root zone (CRZ) of trees, defined as ten (10 cm) centimetres from the trunk for every centimetre of trunk DBH (i.e., $CRZ = DBH \times 10cm$);
- (b) 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, Real Estate 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.

52. Tree Permit

The Owner acknowledges and agrees that any trees to be removed shall be removed in accordance with an approved Tree Permit and Tree Conservation Report, and in accordance with the City's Tree Protection By-law, being By-Law No. 2020-340, as amended. The Owner further acknowledges and 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

53. City Trees

The Owner acknowledges and agrees to the cost and responsibility of removing any City owned trees that are damaged as a result of site construction and deemed not retainable by a certified arborist or registered professional forester for the duration of three years following the completion of construction.

54. Replacement Trees

The Owner acknowledges and agrees that tree securities in the amount of **\$171,324** as referenced in Schedule "B" herein will be held for three years following the completion of construction, at which time a written assessment of the condition of the 132 City trees identified in the Tree Conservation Report will be required. Any City trees that decline to an unretainable condition or are removed as a result of the construction will require compensation which will be deducted from the securities that are to be returned to the owner. The Owner further acknowledges and agrees that the Owner is responsible to plant the replacement trees, to the satisfaction of General Manager, Planning, Real Estate and Economic Development

Parkland

55. 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

56. Protection of Public Park Lands

- (a) Save and except as contemplated by Condition 40e) herein, the Owner shall neither deposit, nor permit to be deposited, fill, snow, debris, building materials, granular, excavated materials, topsoil or construction equipment, nor allow vehicle parking, storage or access for any purposes on Part 3 on 4R-9182 (known as Bill Teron Park). Furthermore, the Owner shall neither remove nor permit to be removed any fill, top soil, trees, vegetation or shrubs from on Part 3 on 4R-9182, without the prior consent of the General Manager, Planning, Real Estate and Economic Development.
- (b) Trees or shrubs which have been, or are hereafter removed from Part 3 on 4R-9182 in contravention of the Site Plan Agreement shall, at the City's option, be replaced by the Owner, at the expense of the Owner, with nursery stock of a variety and quality equivalent to or better than the trees and/or shrubs removed.
- (c) The Owner shall install tree protection fencing around the tree to be retained within Part 3 on 4R-9182. Fencing shall be installed prior to any site Works, and shall be maintained in good order throughout the construction period. Any removal or revisions to the location of temporary fencing shall be to the satisfaction of the General Manager, Planning, Real Estate and Economic Development.
- (d) Should an encroachment into Bill Teron Park occur along the 180 Kanata Avenue north and west property lines, the Owner acknowledges and agrees to enter into a Consent to Enter / Alter/ and Construct Permit from the Corporate Real Estate Office (CREO) which addresses the following to the satisfaction General Manager, Planning, Real Estate and Economic Development:

- (i) To reinstate the impacted area(s) and provide a Nature Trail entry into the adjacent parkland;
- (ii) The Owner acknowledges and agrees to the costs and responsibility (including monitoring and warranty) to Reinstatement the impacted area(s) in Bill Teron Park and to construct the Nature Trail entry;
- (iii) Reinstatement and Nature Trail entry securities in the amount of **\$175,000** in addition to the securities held with the Site Plan agreement will be held for three years following the completion of construction activities, at which time a written assessment of the condition of the above noted elements will be required, any deficient items will require compensation which will be deducted from the securities that are to be returned to the owner.
- (iv) Such other conditions that City Staff will require.

57. Installation of Signs on Private Property

The Owner acknowledges and agrees that, prior to installation of any signage on the lands, it shall obtain approval from the Chief Building Official, Building Code Services, and the General Manager, Planning, Real Estate and Economic Development, which signage shall be in accordance with the City's Permanent Signs on Private Property By-law No. 2016-326, as amended.

School

58. School Accommodation

- (f) 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.
- (g) The Owner acknowledges and agrees that a notice-on-title respecting school accommodation concerns, as contained in Clause 59 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.

59. Notice on Title - School Accommodation

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 the Ottawa-Carleton District School Board has pupil accommodation concerns for this dwelling unit. The Purchaser/Lessee agrees to inform prospective purchasers or tenants in all subsequent agreements of purchase and sale and lease agreements that school

accommodation pressures exist in the Ottawa-Carleton District School Board, which are currently being addressed by the utilization of portable classrooms and/or by directing students to school outside their community.”

“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.”

60. Access Easement

Prior to the registration of this Agreement, the Owner shall grant to the City, at no cost to the City, an unencumbered 5.8 metres easement for public access along the public laneway, to the satisfaction of the City. The Owner shall provide a Reference Plan for registration, indicating the access easement, to the City Surveyor for review and approval prior to its deposit in the Land Registry Office. Such reference plan must be tied to the Horizontal Control Network in accordance with the municipal requirements and guidelines for referencing legal surveys. The Owner acknowledges and agrees to provide an electronic copy of the Transfer and a copy of the deposited reference plan to the City Solicitor prior to registration of the easement. All costs shall be borne by the Owner.

Private Cost Sharing Agreement

61. Cost Sharing for Laneway

Prior to the registration of this Agreement, the Owner acknowledges and agrees that they shall enter into a private cost sharing agreement with the owner of 150 Kanata Avenue for the cost of the construction of the City Laneway including lighting and landscaping. The owner acknowledges and agrees to provide written correspondence from the owner of 150 Kanata Avenue confirming that an agreement is in place. All costs shall be borne by the Owner.

November 18, 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

File Number: D07-12-21-0098

SITE LOCATION

The subject lands are located on the north side of Kanata Avenue between Maritime Way and Campeau Drive in the Kanata Town Centre, and as shown on Document 1. The site is characterized by rocky Canadian Shield topography which slopes from Bill Teron Park down to Kanata Avenue.

SYNOPSIS OF APPLICATION

- The purpose of this application is to facilitate the development of a six-storey mixed-use building with approximately 304 dwelling units, 1,262m² of commercial floor area on the ground floor facing the public roadways, and two levels of parking below grade.
- Access to the site will be taken from a new public laneway located east of the site to be constructed with the proposed development, including drive aisles, layby parking and lighting. This laneway provides the opportunity for future pedestrian access into Bill Teron Park. Between the building and new laneway, an enhanced landscaped and patio area is proposed to provide a space for public gathering.

DECISION AND RATIONALE

This application is approved for the following reasons:

- The proposal conforms to the Town Centre policies of the Official Plan by providing a mix of land uses at transit-supportive densities in proximity to the Terry Fox Rapid Transit Station.
- The proposal conforms to the Kanata Town Centre Area policies in Volume 2B of the Official Plan by providing a mix of commercial and residential uses in a mid-rise built form and by providing an enhanced landscaped and patio area along the public laneway to provide the opportunity for public gathering.
- The proposal complies with the provisions of the MC5[2185] H(35) zone on the site approved by Council on June 8, 2022 (File No. D02-02-21-0098).
- The development introduces intensification in a manner which conforms to the Official Plan and is consistent with the relevant design guidelines. The development has been designed to encourage active transportation use and is

located within walking distance of a future rapid transit station. The development fits within the existing and planned context and is a compatible use.

- The development represents good planning.

PARKLAND DEDICATION

Parkland dedication, in accordance with By-law 2022-280, is being satisfied within this approval through the taking of cash-in-lieu of parkland as detailed in the above conditions.

URBAN DESIGN REVIEW PANEL

The Site Plan Control application was subject to the Urban Design Review Panel process. A formal review meeting was held on November 5, 2021.

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

180 KANATA AVENUE | Formal Review | Site Plan Control Application | Kanata Woods Inc. c/o Theberge Developments Ltd.; Progressive Architects, Ltd.; NOVATECH



Summary

- The Panel considers this site to be both prominent and a good opportunity for development. The proposal requires a more disciplined approach to the street edge and coordination with the adjacent development to take advantage of a larger plan for the area.
- The Panel believes the building should have a well-defined base, middle and top and a simplified façade.

Context

- The Panel encourages the proponent to work with the adjacent site owners and the City to develop a more comprehensive neighbourhood amenity between the two sites and a connection to the neighbourhood park. The laneway and plaza at the corner could become the gateway into the park.

Architectural Expression

- The Panel believes the proponent should reduce the variety of treatments on the façade, particularly the fenestration. There are two types of window treatments and the Panel recommends implementing one, but not both.
- There is an opportunity to create breaks in the long façade to create a rhythm along the street. The proponent should consider introducing a one-storey base, a four-storey middle and a one-storey top, with one material palette for the middle portion.
- A variation in the height of the building would also create more visual interest from the street. Consider increasing the height at the east end of the building. Also consider lowering the grade of the finished floor elevation to create a stronger relationship with the lane and shared courtyard. This will also improve site accessibility.
- The curvature at the corner could be recessed further to increase the outdoor retail spill out space. The proponent should explore increasing the height of the corner to

make it more prominent and to explore a five-storey architectural expression with a one-storey element at the top.

Materiality

- The Panel notes that the material changes on the façade read as co-planar and the height changes of the red brick element appears erratic. The material palette should be more consistent and simplified. The proponent should consider the use warm earth tones to relate the building to the theme of "The Woods."
- The rounded corner treatment would benefit from further studies to improve the legibility of its residential character. The current spandrel glass treatment makes it appear to be a commercial building.

Public Realm

- The Panel appreciates the continuity of the at grade indoor and outdoor amenity areas and the terraces as they clearly define a leisure zone. The Panel recommends buffering the adjacent suites from the amenity space and the parking area.
- The future park has the potential to be an extraordinary amenity for the City as the rock formation is reminiscent of Central Park, where people are invited to interact with it. The landscape and amenity area could be expanded by reducing the parking, moving the central wing, and taking advantage of the rock formation to integrate the building and site design with this extraordinary feature.

Site Plan

- The Panel strongly believes the current accessibility plan is not acceptable. The entrance should be at grade to ensure access for everyone.
- The Panel suggests providing on-street parking to improve the retail viability and serve as a drop-off area at the front of the building.
- The laneway should be treated as a gateway. The courtyard should be reconfigured to make it less vehicular dominated by introducing pavers, bollards to control vehicular movement, and streetscape elements such as benches.

Sustainability

- The Panel appreciates the proponent's efforts to implement solar panels on the roof and believes that in addition to sustainable energy ideas, the proponent should consider rainwater and stormwater management to increase the perviousness of the project.

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

- Improving the accessibility of the commercial units by revising the site grading to provide barrier-free access.
- Improving the relationship of the ground floor units at the rear of the building to the amenity space and parking area.
- Simplifying the materiality of the façade.
- Improving the landscaping of the laneway area and providing layby parking to ensure the viability of the commercial units.

CONSULTATION DETAILS

Councillor's Comments

Councillor Cathy Curry was aware of the application related to this report. Councillor has concurred with the proposed conditions of approval.

Public Comments

This application was subject to public circulation under the Public Notification and Consultation Policy. There were public comments received online and staff considered these comments.

Summary of public comments and responses

Environmental:

- Concern regarding the removal of mature trees on site.
- Concern regarding the removal of Butternut Trees.
- The park area should be preserved and not developed.

Response:

A concept plan demonstrating the vision for Kanata's Town Centre was initiated more than thirty (30) years ago and called for a mix of transit-oriented uses. The property is currently zoned for development in alignment with the City's vision for the Kanata Town Centre to be a transit-oriented mixed-use hub. In 2013, the City deemed the site surplus to City needs and the developer entered into a purchase and sale agreement with the City to build in alignment with the vision of the plan.

An Environmental Impact Study (EIS) was submitted by the applicant which concluded that there are no concerns with the limits of development proposed. Through the conditions of this approval, the recommendations of the EIS to abide by migratory bird and bat roosting timing windows will be implemented.

Transportation:

- The additional units will create a traffic issue on roads in the Town Centre.
- Not enough parking has been provided on site.

Response:

In support of the application, a Transportation Impact Assessment (TIA) was submitted and reviewed by staff, who found the impacts to road capacity to be satisfactory.

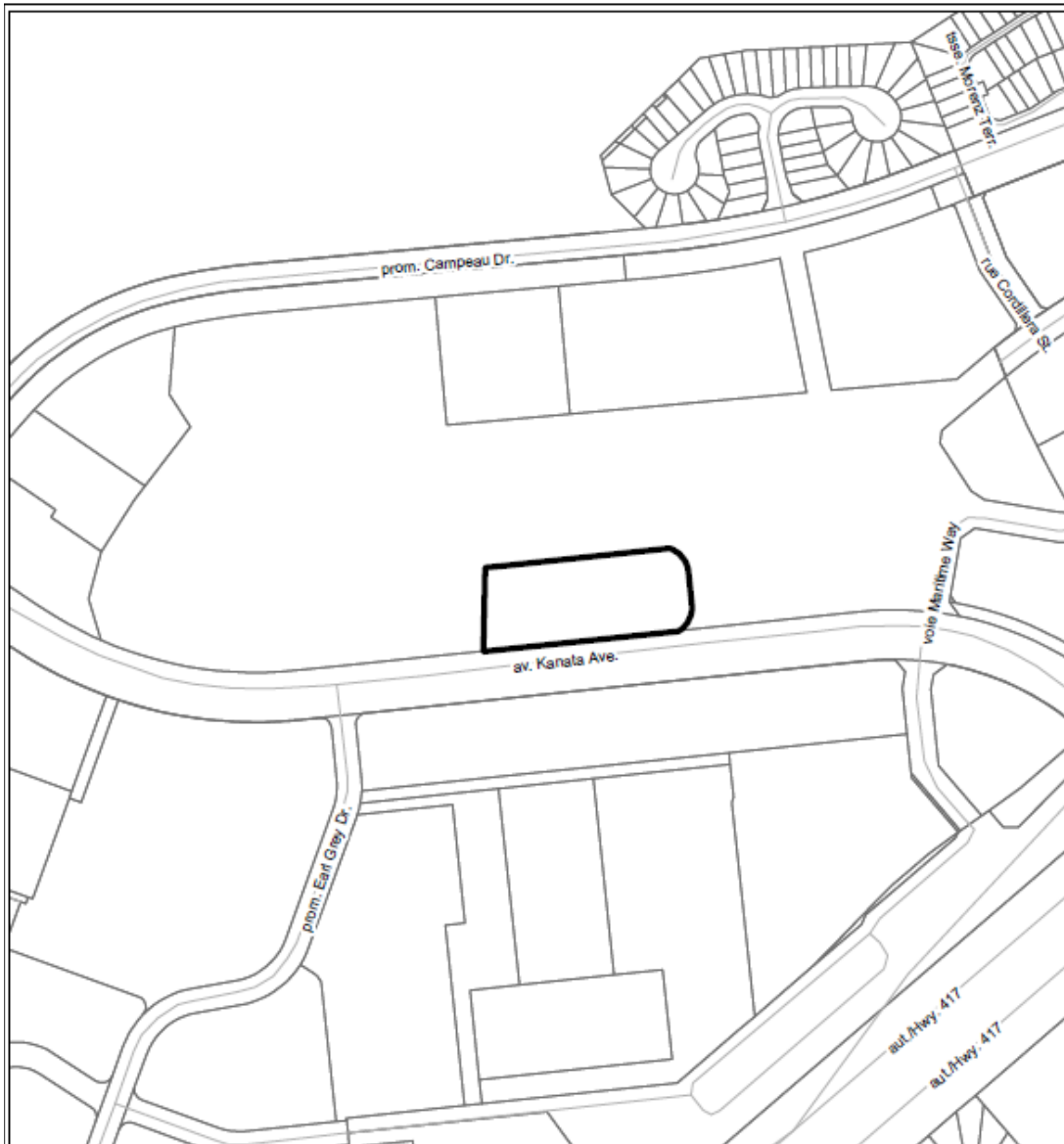
The Official Plan encourages intensification and development where there are opportunities to support alternative modes of travel from the car. The site is located within walking distance of the Terry Fox rapid transit station, commercial uses, and community amenities such as the Kanata Leisure Centre. Visitor parking is also provided to discourage visitors from parking on local streets.


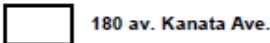
APPLICATION PROCESS TIMELINE STATUS

This Site Plan application was not processed by the On Time Decision Date due to the complexity of issues related to engineering and urban design.

Contact: Lisa Stern Tel: 613-580-2424, ext. 21108 or e-mail: Lisa.Stern@ottawa.ca

Document 1 – Location Map



		LOCATION MAP / PLAN DE LOCALISATION SITE PLAN / PLAN D'EMPLACEMENT	
D07-12-21-0098	21-1110-J		
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