



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

Site Location: 405 Huntmar Drive

File No.: D07-12-22-0186

Date of Application: December 27, 2022

This SITE PLAN CONTROL application submitted by Adam Thompson, on behalf of RF Kanata Limited Partnership, is APPROVED as shown on the following plan(s):

1. **Site Plan**, Drawing No. A100, prepared by GKC Architecture & Design, dated 2022-12-16, revision 5, dated 2023-09-15.
2. **Site Plan**, Drawing No., A101, prepared by GKC Architecture & Design, dated 2022-12-16, revision 5, dated 2023-09-15.
3. **Site Plan**, Drawing No., A102, prepared by GKC Architecture & Design, dated 2022-12-16, revision 5, dated 2023-09-15.
4. **Site Plan**, Drawing No., A103, prepared by GKC Architecture & Design, dated 2022-12-16, revision 5, dated 2023-09-15.
5. **Site Plan**, Drawing No., A104, prepared by GKC Architecture & Design, dated 2022-12-16, revision 5, dated 2023-09-15.
6. **Building A Colored Elevations**, Drawing No. P400, prepared by GKC Architecture and Design, dated 2022-12-16.
7. **Building B Colored Elevations**, Drawing No. P401, prepared by GKC Architecture and Design, dated 2022-12-16.
8. **Erosion and Sediment Control Plan**, Drawing No. 122151-ESC, prepared by Novatech, dated Dec 16/22, Revision 6, dated Sept 15/23.
9. **General Plan of Services**, Drawing No.122151-GP1, prepared by Novatech, dated Dec 16/22, Revision 6, dated Sept 15/23.
10. **General Plan of Services**, Drawing No.122151-GP2, prepared by Novatech, dated Dec 16/22, Revision 6, dated Sept 15/23.

11. **Grading Plan**, Drawing No. 122151-GR1, prepared by Novatech, dated Dec 16/22, Revision 6, dated Sept 15/23.
12. **Grading Plan**, Drawing No. 122151-GR2, prepared by Novatech, dated Dec 16/22, Revision 6, dated Sept 15/23.
13. **Notes, Legend and Details**, Drawing No. 122151-NLD1, prepared by Novatech, dated Dec 16/22, Revision 6, dated Sept 15/23.
14. **Notes, Legend and Details**, Drawing No. 122151-NLD2, prepared by Novatech, dated Dec 16/22, Revision 6, dated Sept 15/23.
15. **Overall Landscape Plan**, Drawing Nos. 122151-L1 to L7, prepared by Novatech, dated Dec 16/22, revision 6, dated Oct 12/23.
16. **Plan and Profile of Off-Site Watermain Extension Station 5+000 to 5+100**, Drawing No. 122151-PR1, prepared by Novatech, dated Dec 16/22, Revision 6, dated Sept 15/23.
17. **Post-Development Stormwater Management Plan**, Drawing No. 122151-SMW, prepared by Novatech, dated Dec 16/22, Revision 6, dated Sept 15/23.

And as detailed in the following report(s):

1. **405 Huntmar Drive Transportation Impact Assessment**, prepared by Novatech, dated December 2022.
2. **Environmental Noise Control Study Proposed Warehouse Buildings – 405 Huntmar Drive Ottawa, Ontario**, prepared by Paterson Group, dated December 14, 2022.
3. **Fire Flow Assessment**, prepared by Civelec Consultant Inc., dated March 24, 2023.
4. **Geotechnical Investigation – Proposed Warehouse Buildings – Campeau Drive at Huntmar Road Ottawa, Ontario**, prepared by Paterson Group, dated December 16, 2022, revision 3, dated May 31, 2023.
5. **Geotechnical Recommendations – Grading Plan Review and Frost Protection**, prepared by Paterson Group, dated May 30, 2023.
6. **Phase I Environmental Site Assessment – 405 Huntmar Road Ottawa, Ontario**, prepared by Paterson Group, dated August 29, 2022.
7. **Preliminary Scoped Environmental Impact Statement and Tree Conservation Report – Proposed Development of 405 Huntmar Drive, Ottawa, On**, prepared by WSP Golder, dated December 2022.
8. **Proposed Warehouse Development 405 Huntmar Drive – Site Servicing and Stormwater Management Report**, prepared by Novatech, dated December 16, 2022, revision 5, dated September 16, 2023.

9. Updated Addendum to the Scoped Environmental Impact Assessment and Tree Conservation Report for the Proposed Development of 405 Huntmar Drive, Ottawa, ON, prepared by WSP, dated October 12, 2023.

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

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. 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. Construct Sidewalks

The Owner shall design and construct sidewalk(s) within public rights-of-way or on other City owned lands to provide a pedestrian connection from or to the site as may be determined by the General Manager, Planning, Real Estate and Economic Development. Such sidewalk(s) shall be constructed to City Standards.

8. Extend Internal Walkway

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

Special Conditions

Roads, Right-of-Way and Traffic

11. Roadway Modifications – Delayed Process

The Owner acknowledges and agrees that the road modification detailed design review and acceptance by the City is required for the road modification works associated with the proposed Site Plan, to the satisfaction of the General Manager, Planning, Real Estate and Economic Development.

The Owner agrees to pay the separate process fee of \$2,830.00 (plus HST) at the time of registration of this Site Plan Agreement. The Owner acknowledges and agrees that the Owner may be subject to other additional fees and agreement addendum due to the delayed road modification detailed design process. The Owner agrees to submit required drawings for the aforementioned road modification detailed design. Further, the Owner agrees to be responsible for all costs associated with the public roadway modifications and provide required securities to the City, all to the satisfaction of the General Manager, Planning, Real Estate and Economic Development.

The Owner acknowledges and agrees that the required roadway modifications, must be complete prior to the Owner requesting or allowing occupancy of the building.

Access

12. 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.

The Owner acknowledges and agrees that all private approaches serving the proposed development shall be designed and constructed, at the sole expense of the Owner, in accordance with the City's "Curb Return Entrances – Uncontrolled Intersections" Plan, Drawing No. SC7.1, dated March 2007 and revised March 2021, and the Owner shall comply with the City's Private Approach By-law, being No. 2003-447, as amended.

13. 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

14. Noise Control Attenuation Measures

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

- (a) each unit is to be equipped with central air conditioning;
- (b) 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.
- (c) upon completion of the development and prior to occupancy and/or final building inspection, a Professional Engineer, licensed in the Province of Ontario with expertise in the subject of acoustics related to land use planning, shall be retained to visit the lands, inspect the installed noise control measures and satisfy themselves that the installed recommended interior noise control measures comply with the measures in the Environmental Noise Control Study Proposed Warehouse Buildings referenced in Schedule "E" hereto. The Professional Engineer shall prepare, sign and stamp a letter to the General Manager, Planning, Real Estate and Economic Development (the "Certification Letter") stating that they certify 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;
- (d) 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 clause 15 below.

15. 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 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."

Ending Paragraph

"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."

Engineering

16. Geotechnical Investigation

The Owner acknowledges and agrees that it shall retain the services of a geotechnical engineer, licensed in the Province of Ontario, to ensure that the recommendations of the Geotechnical Investigation (the "Report"), referenced in Schedule "E" herein, are fully implemented. The Owner further acknowledges and agrees that it shall provide the General Manager, Planning, 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.

17. Groundwater Management

The Owner acknowledges and agrees to retain an environmental consultant to test groundwater to be removed from the site during and after redevelopment. If through further testing the groundwater samples are found to be contaminated, all contaminated groundwater must be removed, managed or treated in accordance with appropriate Ontario regulations and/or discharged in accordance with the City's Sewer Use By-Law, being By-law No. 2003-514, as amended.

18. Protection of City Sewers

- (e) 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 Journeyman Street, Upper Canada Street and Campeau Drive 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.
- (f) 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:
 - (i) obtain a video inspection of the existing City Sewer System within Journeyman Street, Upper Canada Street and Campeau Drive to

determine if the City Sewer System sustained any damages as a result of construction on the lands; and

- (ii) assume all liability for any damages caused to the City Sewer System within Journeyman Street, Upper Canada Street and Campeau Drive and compensate the City for the full amount of any required repairs to the City Sewer System.

19. 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.

20. 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.

21. 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 Site 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.

22. Water Demand for Fire Fighting

The Owner acknowledges and agrees that the City's boundary conditions were provided for the subject development site setting out the available municipal water supply. The Owner further acknowledges and agrees that prior to building permit issuance, a letter shall be prepared by a qualified Building Code professional, licensed in the Province of Ontario, and provided to the General Manager, Planning, Real Estate and Economic Development confirming the plans submitted for building permit issuance have incorporated any and all requirements of the Fire

Underwriters Survey, 2020, or as amended, to achieve the low construction coefficient used within the proposed building design.

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. Private Storm Sewer Connection to City Sewer System

The Owner acknowledges and agrees that any new storm sewers to be installed as part of this development shall not be connected to the City's existing storm sewer system until such time as either:

- (g) a certificate of conformance and As-built Drawings have been received from a Professional Engineer, licensed in the Province of Ontario, certifying that all required inlet control devices have been properly installed to City Standards or Specifications, and that the storm sewer system has been installed in accordance with the approved engineering drawings for site development and City Sewer Design Guidelines. The inlet control devices shall be free of any debris; or
- (h) a flow limiting orifice plate, designed by a Professional Engineer licensed in the Province of Ontario and to the satisfaction of the City, has been installed at the storm water outlet prior to connecting any upstream storm sewers. Such orifice plate shall not be removed until subsection (a) above has been satisfied and approved by the General Manager, Planning, Real Estate and Economic Development.

25. Site Lighting Certificate

- (i) In addition to the requirements contained in Clause 19 of Schedule "C" hereto, the Owner acknowledges and agrees, prior to the issuance of a building permit, to provide the City with a certificate from an acceptable professional engineer, licensed in the Province of Ontario, which certificate shall state that the exterior site lighting has been designed to meet the following criteria:
 - (i) it must be designed using only fixtures that meet the criteria for full cut-off (sharp cut-off) classification, as recognized by the Illuminating Engineering Society of North America (IESNA or IES); and
 - (ii) it must result in minimal light spillage onto adjacent properties. As a guideline, 0.5 fc is normally the maximum allowable spillage.

- (j) 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.

26. Watermain Easement

Prior to the registration of this Agreement, the Owner shall grant to the City, at no cost to the City, an unencumbered six meter easement for the 300mm diameter watermain along the western and northern property line, as shown on the approved General Plan of Services, referenced in Schedule "E" hereto, to the satisfaction of the City. The Owner shall provide a Reference Plan for registration, indicating the watermain 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.

PLANNING AND OTHER

Waste Collection

27. Waste Collection

The Owner acknowledges and agrees that 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.

Parks

28. Parkland Dedication

- (a) The Owner acknowledges and agrees that the conveyance requirement to the City is 1,733 square metres.
- (b) The Owner covenants and agrees that the conveyance requirement has been calculated at the rate set out below in accordance with the Parkland Dedication By-law, being By-law No. 2022-280, as amended:
 - (i) For conveyance of parkland, cash-in-lieu of conveyance parkland, or combination thereof:
 - i. 2% of the gross land area (commercial & industrial uses).

30. Cash-In-Lieu of Conveyance of Parkland

Prior to registration of the Site Plan Agreement, the Owner acknowledges and agrees to pay cash-in-lieu of conveyance of parkland as referenced in Schedule “B” herein. Pursuant to the City’s Parkland Dedication By-law, being By-law No. 2022-280, as amended, 40% of said funds collected shall be directed to City wide funds, and 60% shall be directed to Ward 4 funds. The Owner shall also pay the parkland appraisal fee of \$800.00 plus H.S.T. of \$104.00, as referenced in Schedule “B” herein.

October 13, 2023

Date



Allison Hamlin
(A) 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: D07-12-22-0186

SITE LOCATION

405 Huntmar Drive, on the northwest corner of Huntmar Drive and Campeau Drive, and as shown on Document 1.

SYNOPSIS OF APPLICATION

- The site is vacant and flat with no significant natural features, with the exception of a hedgerow along a portion of the northern property line.
- The site is bounded by:
 - To the north, a single detached dwelling and active farming. The urban boundary runs along most of the north lot line.
 - To the east, the Arcadia subdivision is located across Huntmar Drive and consists of low-density residential uses.
 - To the south, Tanger Outlets shopping mall.
 - To the west, a technical training school and a warehouse building.
- The proposed development consists of two single-storey warehouse buildings with four occupancies in each building. The buildings will provide light industrial and logistics uses. 168 parking spaces will be provided for the west building and a further 114 stalls for the east building. Both buildings have 28 loading bays for trucks along a central aisle. Access for parking will be located on Huntmar Drive and on Journeyman Street. A truck-only access will be located at the intersection of Upper Canada Street and Journeyman Street. Direct pedestrian and cyclist access is provided to the cycletracks and sidewalks along Campeau. 46 bicycle parking spaces are provided and are distributed around the site near entrances for each occupancy.

Related Applications

N/A

DECISION AND RATIONALE

This application is approved for the following reasons:

- The proposal is in conformity with the Business Park Industrial Zone, Subzone 13.
- The application conforms with the applicable zoning and the Official Plan designation for the site.
- The proposed development of the site 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.

ROAD MODIFICATIONS

There are road modifications associated with this site plan control application, as detailed in the attached Road Modifications Report.

CONSULTATION DETAILS

Public Comments

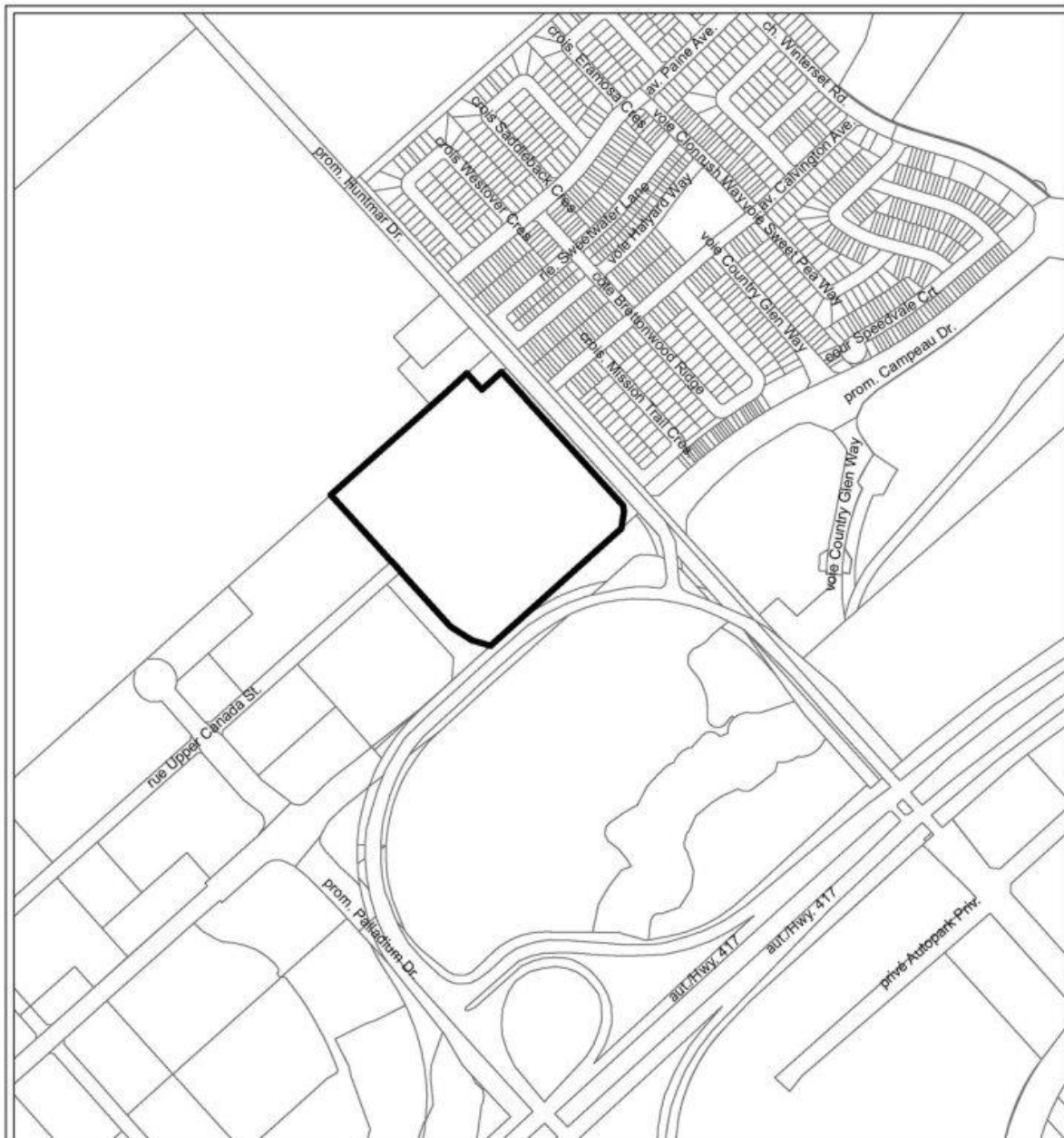
This application was not subject to public circulation under the Public Notification and Consultation Policy. There were public comments received online and staff considered these comments.

APPLICATION PROCESS TIMELINE STATUS

This Site Plan application was not processed by the On Time Decision Date due to the complexity of issues for a site plan on such a large site.


Contact: Alex Gatien Tel: 613-580-2424, ext. 26838 or e-mail: alex.gatien@ottawa.ca

Document 1 – Location Map



D07-12-22-0186	22-1262-Y
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REVISION / RÉVISION - 2022 / 12 / 29	

LOCATION MAP / PLAN DE LOCALISATION
SITE PLAN / PLAN D'EMPLACEMENT

 405 promenade Huntmar Drive

