

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

Site Location: 1200 Maritime Way

File No.: D07-12-21-0017

Date of Application: February 5th, 2021

This SITE PLAN CONTROL application submitted by Novatech, on behalf of Claridge Homes, is APPROVED as shown on the following plan(s):

1. **SITE PLAN AT GROUND FLOOR**, drawing A100, prepared by NEUF architect(e)s, dated 05/28/20, revision R dated 2023.07.27.
2. **BUILDING CROSS SECTION**, Drawing. A300, prepared by NEUF architect(e)s, dated November 2018, revision F, dated 2023.05.16.
3. **WEST TOWER, WEST ELEVATION**, drawing. A400 prepared by NEUF architect(e)s, dated December 2020, revision J, dated 2023.05.16.
4. **WEST TOWER, NORTH & SOUTH ELEV.** drawing. A401 prepared by NEUF architect(e)s, dated 2020.12.08, revision J, dated 2023.05.16.
5. **WEST TOWER, EAST ELEVATION.** drawing A402, prepared by NEUF architect(e)s, dated 2020.12.08, revision J, dated 2023.05.16.
6. **EAST TOWER, WEST ELEVATION**, No. A403, prepared by NEUF architect(e)s, dated 2020.12.08, revision, J, dated 2023.05.16.
7. **EAST TOWER, NORTH & SOUTH ELEV.** drawing A404, prepared by NEUF architect(e)s, dated 2020.12.08, revision J, dated 2023.05.16.
8. **EAST TOWER, EAST ELEVATION**, drawing A404, prepared by NEUF architect(e)s, dated 2020.12.08, revision J, dated 2023.05.16.
9. **TREE CONSERVATION REPORT & LANDSCAPE PLAN**, drawing L1, prepared by James B. Lennox & Associates Inc. Landscape Architects, dated December 2020, revision 5, dated 05/03/2023.
10. **EROSION AND SEDIMENT CONTROL PLAN**, prepared by Novatech, dated MAY 31/22, revision 4, dated AUG 29/23.
11. **GRADING PLAN**, prepared by Novatech, dated JAN 15/21, revision 10, dated AUG 29/23.
12. **GENERAL PLAN OF SERVICES**, prepared by Novatech, dated JAN 15/21, revision 11, dated AUG 29/23.
13. **NOTES AND DETAILS**, prepared by Novatech, dated MAY 31/22, revision 4, dated AUG 29/23.

And as detailed in the following report(s):

1. **1200 Maritime Way Transportation Impact Assessment**, prepared by Novatech, Consultant's project #120144, dated March 30, 2021, revised November 12, 2021.
2. **Transportation Noise and Ground Vibration Assessment**, prepared by Gradient Wind Engineers & Scientists, dated July 22, 2022, revised.
3. **Serviceability and Stormwater Management Report**, prepared by Novatech, R-2021-012, Rev 4, dated Oct 11, 2022.
4. **1200 Maritime Way Downstream Sanitary Capacity Analysis**, prepared by Novatech, 120144, dated Oct 11, 2022.
5. **1200 Maritime Way – Claridge Developments SWM Impact Due To Urban Design Comments**, prepared by Novatech, 120144, dated Aug 29, 2023.
6. **Geotechnical Investigation**, prepared by Paterson, PG5281-1, Rev 1, dated Jul 16, 2020.

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

General Conditions

1. Execution of Agreement Within One Year

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

2. 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.

3. 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.

4. 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.

5. **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.

6. **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.

7. **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.

8. **Development Charges**

The Owner shall pay development charges to the City in accordance with the bylaws of the City.

Special Conditions

9. **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.

Roads Right-of-Way and Traffic

10. **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 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 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.”

11. **Access**

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.

12. **Noise**

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

- (a) the development is to be equipped with central air conditioning;
- (b) 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. A letter shall be prepared by a qualified professional 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 mitigation measures to achieve the required indoor sound levels;
- (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 Transportation Noise and Ground Vibration Assessment 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 13 below.

13. 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."

14. Stationary Noise Study

The Owner covenants and agrees that it shall retain the services of a professional engineer licensed in the Province of Ontario to undertake a Stationary Noise Study and acceptance of the report by the City is required. The Owner further acknowledges 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 Stationary Noise Report, prior to building occupancy, which confirmation shall be to the satisfaction of the General Manager, Planning, Real Estate and Economic Development Department.

ENGINEERING

Geotechnical Engineering and Soils

15. 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 Geotechnical Report and the Grading Plan.

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 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.

Civil Engineering

17. 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.”

18. Protection of City Sewers

- (a) Prior to the issuance of a building permit, the Owner shall, at its expense:
 - (i) provide the General Manager, Planning, Real Estate and Economic Development with the engineering report from a Professional Engineer, licensed in the Province of Ontario, which report shall outline the impact of the proposed building's footing and foundation walls, on the City sewer system, that crosses the Maritime Way frontages (the “City Sewer System”) and the impact of the existing City Sewer System on the building's footing and foundation walls;
 - (ii) obtain a legal survey acceptable to the General Manager, Planning, Real Estate and Economic Development and the City's Surveyor, showing the existing City Sewer System within Maritime Way and the location of the proposed building and its footings in relation to the City Sewer System;
 - (iii) obtain a video inspection of the City Sewer System within Maritime Way prior to any construction to determine the condition of the existing City Sewer System prior to construction on the lands and to provide said video inspection to the General Manager, Planning, 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:
 - (i) obtain a video inspection of the existing City Sewer System within Maritime Way 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 Maritime Way and compensate the City for the full amount of any required repairs to the City Sewer System.

19. 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.

20. Inlet Control Devices (ICDs)

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

21. 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.

Blasting

22. 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 based on the location where explosives are to be used. In particular, a pre-blast survey shall be completed in accordance with Table 1 of S.P. No. F-1201. 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.

Site Lighting

23. 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); and
 - (ii) 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

24. 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 those elements which are to be located in the City’s Maritime Way and Kanata Avenue rights-of-way, as shown on the approved Landscape Plan referenced in Schedule “E” herein, including all plant and landscaping material (except municipal trees), and walkways. 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.

Waste Collections

25. 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.

AND

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

26. 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.

Common Elements

27. Joint Use, Maintenance and Liability Agreement

- (a) 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 watermain, for the mutual benefit and joint use of the owners; and any other elements located in the common property; and the Joint Use, Maintenance and Liability Agreement shall be filed with the General Manager, Planning, Real Estate and Economic Development.
- (b) 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 28 (a) above.

- (c) 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.
- (d) The Owner acknowledges and agrees that the Joint Use, Maintenance and Liability Agreement shall include a clause requiring subsequent purchasers to enter into an assumption agreement that transfers all legal and financial obligations required under the Joint Use, Maintenance and Liability Agreement to the future owners, successors and assigns in title of the subject lands. The Owner further acknowledges and agrees to include a clause in all agreements of purchase and sale informing purchasers that there is a Joint Use, Maintenance and Liability Agreement registered on title to the subject lands, and require the purchaser to enter into an assumption agreement thereto.

28. Joint Use, Maintenance and Liability Agreement

- (a) Prior to registration of the Site Plan Control agreement, the Owner covenants and agrees to enter into a Joint Use, Maintenance and Liability Agreement with the Owner of the abutting property at 1250 Maritime Way (Timberwalk) which shall be binding upon the owners and all subsequent purchasers to deal with private access, common landscaped areas and walkway for the mutual benefit and joint use of the owners; and any other elements located in the common property; and the Joint Use, Maintenance and Liability Agreement shall be filed with the General Manager, Planning, Infrastructure and Economic Development.
- (b) The Joint Use, Maintenance and Liability agreement shall be filed with the General Manager, Planning, Infrastructure and Economic Development for review and approval prior to the registration of the Site Plan Control agreement.
- (c) The Owner shall file with the General Manager, Planning, Infrastructure 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).
- (d) The Owner acknowledges and agrees that the Joint Use, Maintenance and Liability Agreement shall be registered on the Owner's land at no cost to the City, and a copy of the registered agreement shall be provided to the General Manager, Planning, Infrastructure and Economic Development.

29. Lot Division

Prior to registration of this agreement, issuance of a building permit or a commence work notification, whichever comes first, the owner shall sever the parcel from 1250 Maritime Way.

Community Benefits Charge

30. Community Benefits Charge

The Owner acknowledges that the development is subject to payment of a Community Benefits Charge, payable at the time of building permit issuance, calculated in accordance with the Community Benefits Charge By-law 2022-307 (as amended from time to time) and the *Planning Act*.

For the purposes of calculating the charge payable, the City shall provide an appraisal which has an effective date of the date of the site plan approval. The Owner acknowledges that the City will apply this appraised value to calculate the Community Benefits Charge owing at the time of building permit issuance, provided the first building permit is issued within twenty-four months of the date of the present site plan approval. Should the first building permit not be issued within that timeline, an updated valuation of the land that is the subject of development or redevelopment will be provided by the City prior to building permit issuance or earlier if requested by the Owner.

School

31. 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.”



December 12, 2023

Date

Allison Hamlin, (Acting) Manager

Planning, Real Estate and Economic
Development Department

Enclosure: Site Plan Control Application approval – Supporting Information

SITE PLAN CONTROL APPROVAL APPLICATION SUPPORTING INFORMATION

File Number: D07-12-21-0017

SITE LOCATION

The site is a 1.28 hectare vacant lot located on the south side of Maritime Way, north of Highway 417 and east of Kanata Avenue in Kanata Town Centre.

SYNOPSIS OF APPLICATION

Surrounding land uses include:

- To the north across Maritime Way is a five-storey hotel (Marriott Towne Place Suites), a 1.64-hectare lot that is currently vacant and the 'William's Court' residential complex which comprises five buildings, five to 12 storeys in height.
- To the west is 'Timberwalk', a recently completed seven-storey retirement home, and across Kanata Avenue, the main commercial portion of the Kanata Town Centre, is a ten-storey hotel and a large retail area further west, including a Walmart.
- To the east are vacant sites for development along Maritime Way, beyond which is a stormwater management pond.
- To the south is Highway 417

The proposed development consists of two (2) high-rise buildings arranged in a 'V' shape, containing a total of 615 dwellings and 398 square metres of commercial space fronting Maritime Way. The eastern building is 28 storeys, the western building is 30 storeys, and they are each set on a seven-storey podium. The roof of each podium is planned as amenity space. The buildings are connected by an underground parking garage with 617 vehicle spaces and 314 bicycle stalls. Access is obtained from Maritime Way.

Residential Units and Types

Dwelling Type	Number of Units
Apartment	615

Related Applications

The following applications are related to this proposed development:

- Zoning By-law Amendment D02-02-21-0009. Bylaw 2023-402 was approved by Council on September 13, 2023.

DECISION AND RATIONALE

This application is approved for the following reasons:

- The proposal conforms to the policies of the Official Plan under its designation as a Town Centre in the suburban transect (Schedule B5).
- The proposal conforms to the policies of the Kanata Town Centre Secondary Plan which designates the site as Central Business District and permits heights up to 30 storeys.
- The proposal complies with the Mixed Use Centre Zone with site specific exception 2903 and a schedule (MC[2903] S481) zoning of the site which permits the development of two (2) high-rise apartment buildings with heights of 28 and 30 storeys including 398m² of commercial space accessed from Maritime Way.
- Conditions for approval have been included in this report to ensure the proposed development is constructed in conformity with city policies and guidelines.
- 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 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 June 4th 2021.

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

- Given the scale of development, the Panel believes more emphasis on the pedestrian realm and exterior amenity area is required.
- Viewed from a distance the towers also appear to merge, creating a solid wall. Explore tower placement options, such as situating the towers at opposite ends of the podiums, to improve sky views and access to daylight and consider a floorplate size closer to 750 square metres.

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

- The location of the towers on the podiums were changed due to separation
- distance, daylight, and viewing angle recommendations made by the Panel.
- The dark tops on the towers were eliminated to improve the illusion of towers
- disappearing into the sky.
- Pedestrian connectivity and active amenity space in the courtyard between the
- buildings were improved.
- Commercial floor space was provided and brought closer to Maritime Way

CONSULTATION DETAILS

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

Built Form/Architecture:

- The Height of the development will threaten the privacy of neighbouring buildings.
- The building is too tall and out of character with surrounding development.
- Concern about materiality
-

Response: The height of the building complies with the zoning of the site.. The Official Plan outlines design objectives, but Bill 23 limits oversight on exterior building design.

Transportation:

- The additional units will create traffic issues in Kanata Town Centre
- Not enough parking has been provided on site.
- Concern about potential for on-street parking
-

Response: The development provides resident and visitor parking in conformance with the zoning bylaw to prevent street parking. A Transportation Impact Assessment (TIA) has been reviewed by the City's transportation department identifies that there is adequate vehicular and transit capacity to serve the development.

Other concerns:

- Concerns about noise/nuisance due to construction and blasting

Response: The proposed development must comply with safety, noise, and construction regulations, including City by-laws. The approval includes conditions related to geotechnical conditions and blasting. If there are concerns, citizens can report non-compliance to 311.

APPLICATION PROCESS TIMELINE STATUS

This Site Plan application was not processed by the On Time Decision Date due to the complexity of the issues needing to be resolved.

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

Document 1 – Location Map

