



**SITE PLAN CONTROL APPLICATION
DELEGATED AUTHORITY REPORT
PLANNING, DEVELOPMENT AND BUILDING SERVICES DEPARTMENT**

Site Location: 570 March Road

File No.: D07-12-24-0149

Date of Application: November 15, 2024

This SITE PLAN CONTROL application submitted by Novatech (c/o James Ireland), on behalf of Nokia Canda Inc., is APPROVED upon resolution of the conditions stated in this report

And the following plans are approved:

1. **Lighting Simulation**, E-301, prepared by Gensler, dated 11/01/2024.

And as detailed in the following report(s):

1. **Air Quality, Noise and Vibration Impact Study City of Ottawa: Environmental Assessment Kanata North Transitway March Road: Campeau Drive to Old Carp Road Ottawa, Ontario**, prepared by Gradient Microclimate Engineering Inc., dated October 5, 2012.

And subject to the following General and Special Conditions:

General Conditions

1. **Lapsing of Approval**

The Owner shall enter into this Site Plan Control Agreement and/or Letter of Undertaking, 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/or Letter of Undertaking, complete the conditions to be satisfied prior to the signing of this Agreement, and have the corresponding building permit(s) issued within three (3) years of Site Plan approval, the approval shall lapse.

2. **Update to Plans and Reports**

The Owner acknowledges and agrees, prior to the preparation of the Site Plan Agreement or issuance of a Commence Work Notification, to update the list of

required plans and studies listed below to address the comments from the formal review letter dated February 28, 2025, to the satisfaction of the General Manager, Planning, Development and Building Services Department. The Owner further acknowledges and agrees that the submission may necessitate changes to the plans and reports approved herein. If necessary, the Owner further acknowledges and agrees to provide all revised plans and reports to the General Manager, Planning, Development and Building Services Department prior to preparation of the Site Plan Agreement or the issuance of a Commence Work Notification.

- i) **General Plan of Services**, C100, prepared by Gensler, dated SEP 12/24, revision 3 dated FEB 07/25.
- ii) **Grading and Erosion and Sediment Control Plan**, C200, prepared by Gensler, dated SEP 12/24, revision 3 dated FEB 07/25.
- iii) **Post-Development Storm Drainage Plan**, C301, prepared by Gensler, dated SEP 12/24, revision 3 dated FEB 07/25.
- iv) **Sanitary Drainage Area Plan**, C400, prepared by Gensler, dated NOV 15/24, revision 2 dated FEB 07/25.
- v) **Storm Drainage Plan – North Outlet**, C500, prepared by Gensler, dated NOV 12/24, revision 2 dated FEB 07/25.
- vi) **Storm Drainage Plan – South Outlet**, C501, prepared by Gensler, dated NOV 12/24, revision 2 dated FEB 07/25.
- vii) **Plan and Profile Legget Drive**, C60, prepared by Gensler, dated JAN 12/24, revision 2 dated FEB 07/25.
- viii) **Plan and Profile Legget Drive**, C601, prepared by Gensler, dated NOV 24/25, revision 2 dated FEB 12/25.
- ix) **Site Plan**, A0.001, prepared by Gensler, dated 2024/09/06, revision 3 dated 2025/02/05.
- x) **Landscape Plan**, L1.0, prepared by CSW, dated 11-12-23, revision 4 dated 31-01-25.
- xi) **Planting Plan Tree Canopy and Soil Volumes**, L1.1, prepared by CSW, dated 11-12-23, revision 4 dated 31-01-25.
- xii) **Landscape Details**, L2.0, prepared by CSW, dated 11-12-23, revision 4 dated 31-01-25.
- xiii) **Landscape Details**, L2.1, prepared by CSW, dated 11-12-23, revision 4 dated 31-01-25.
- xiv) **Tree Conservation Report Existing Condition Sheet 1 of 3**, TCR 1.0, prepared by CSW, dated 11-12-23, revision 4 dated 31-01-25.
- xv) **Tree Conservation Report Existing Condition Sheet 2 of 3**, TCR 1.1, prepared by CSW, dated 11-12-23, revision 4 dated 31-01-25.
- xvi) **Tree Conservation Report Existing Condition Sheet 3 of 3**, TCR 1.2, prepared by CSW, dated 11-12-23, revision 4 dated 31-01-25.
- xvii) **Nokia Ottawa Innovation Campus, 570 & 520 March Road, Sanitary and Storm Trunk Sewer Design Brief**, prepared by Novatech, dated November 17, 2024, revised February 7, 2025.
- xviii) **Nokia Ottawa Innovation Campus, 570 March Road, Development Servicing Study and Stormwater Management Report**, prepared by Novatech, dated November 17, 2024, revised February 7, 2025.
- xix) **570 March Road, Transportation Impact Assessment, prepared by Stantec Consulting Ltd.**, dated November 17, 2024, revised February 7, 2025.

xx) **Geotechnical Investigation and Hydrogeological Assessment**, prepared by GHD, dated 07 February 2025.

3. **Additional Plans and Reports**

The Owner acknowledges and agrees, prior to the preparation of the Site Plan Agreement or issuance of a Commence Work Notification, to provide plans and studies including but not limited to those listed below to address the comments from the formal review letter dated February 28, 2025, to the satisfaction of the General Manager, Planning, Development and Building Services. The Owner further acknowledges and agrees that the submission may necessitate changes to the plans and reports approved herein. If necessary, the Owner further acknowledges and agrees to provide all revised plans and reports to the General Manager, Planning, Development and Building Services prior to preparation of the Site Plan Agreement or the issuance of a Commence Work Notification.

- i) [Insert Legget Drive's Geotechnical Investigation Report's Name], prepared by [Insert Geotechnical/Structural Consultant's Name], dated [Insert Date] (to be approved through 3rd Party-Agreement);
- ii) [Insert Retaining Wall Report's Name], prepared by [Insert Geotechnical/Structural Consultant's Name], dated [Insert Date];
- iii) [Insert Retaining Wall Drawing's Name], prepared by [Insert Geotechnical/Structural Consultant's Name], dated [Insert Date];

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, Development and Building Services.

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, Development and Building Services, 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, Development and Building Services.

8. **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, Development and Building Services. Such sidewalk(s) shall be constructed to City Standards

9. **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, Development and Building Services.

Special Conditions

10. **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, Development and Building Services Department, 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, Development and Building Services Department, 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, Development and Building Services Department, may order all Work in the project to be stopped, altered, retested or changed to the satisfaction of the General Manager, Planning, Development and Building Services Department.

11. **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 [Insert Retaining Wall Plan's Name].

12. **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 and Hydrogeological Assessment (the "Report"), referenced in Schedule "E" herein, are fully implemented. The Owner further acknowledges and agrees that it shall provide the General Manager, Planning, Development and Building Services 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, Development and Building Services.

13. **Retaining Wall Plans and Report**

The Owner acknowledges and agrees to provide a retaining wall report and drawings prior to the start of any works, prepared and stamped by a Geotechnical Engineer/Professional Structural Engineer licensed in the Province of Ontario, reviewing all retaining walls greater than one metre in height against global stability and confirming that all retaining walls have a factor of safety of at least 1.5 for static conditions and 1.1 for seismic conditions, to the satisfaction of the General Manager, Planning, Development and Building Services. The Owner shall provide confirmation to the General Manager, Planning, Development and Building Services that the Professional Structural Engineer has inspected and confirmed that the retaining walls have been constructed in accordance with the approved retaining wall details.

14. **Retaining Wall – Stability**

The Owner acknowledges and agrees to install the proposed retaining walls in accordance with the approved Retaining Wall Design for 570 March Road and as shown on the approved [Insert Retaining Wall Plan's and Report's Name] referenced in Schedule "E" hereto. The Owner shall provide written confirmation, satisfactory to the General Manager, Planning, Development and Building Services, 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 570 March Road. 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, Development and Building Services. The report shall provide structural details of the retaining wall(s).

The Owner further acknowledges 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.

15. **Grading Plan Review Memo**

The Owner acknowledges and agrees to provide a stamped Grading Plan Review Memo, prepared by a Geotechnical Engineer licensed in the Province of Ontario, prior to the start of any works, stating that the approved Grading and Erosion and Sediment Control Plan referenced in Schedule "E" has been prepared in accordance with the geotechnical recommendations from the approved Geotechnical Investigation and Hydrogeological Assessment also referenced in

Schedule "E", to the satisfaction of the General Manager, Planning, Development and Building Services.

16. **Notice on Title – Below Grade Parking Areas and Depressed Driveways**

The Owner acknowledges and agrees that a notice shall be registered on title to the subject lands, at the Owner's expense. The Owner further acknowledges and agrees that such notice on title, or the clauses as written directly below, shall be included in all agreements of purchase and sale and lease agreements to inform prospective purchasers and tenants of these matters. The notice on title shall include, but not be limited to, the following:

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 themselves, their 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."

17. **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 existing 375mm storm sewer pipe between OGS UNIT 1 – MHST56515 (ID taken from GeoOttawa), of the existing 525mm storm sewer pipe between STMMH 118 – MHST43139 (ID taken from GeoOttawa) and the existing 250mm sanitary sewer pipe between MHSA45743 – MHSA45744 (IDs taken from GeoOttawa), 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, Development and Building Services.

(b) Upon completion of construction on the lands, the Owner shall, at its expense and to the satisfaction of the General Manager, Planning, Development and Building Services:

(i) obtain a video inspection of the existing 375mm storm sewer pipe between OGS UNIT 1 – MHST56515 (ID taken from GeoOttawa), of the existing 525mm storm sewer pipe between STMMH 118 –

MHST43139 (ID taken from GeoOttawa) and the existing 250mm sanitary sewer pipe between MHSA45743 – MHSA45744 (IDs taken from GeoOttawa), 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 existing 375mm storm sewer pipe between OGS UNIT 1 – MHST56515 (ID taken from GeoOttawa), of the existing 525mm storm sewer pipe between STMMH 118 – MHST43139 (ID taken from GeoOttawa) and the existing 250mm sanitary sewer pipe between MHSA45743 – MHSA45744 (IDs taken from GeoOttawa), and compensate the City for the full amount of any required repairs to the City Sewer System.

18. **Stormwater Management Memorandum**

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

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, Development and Building Services 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 roof-top and in-ground stormwater inlet control devices, as recommended in the approved Development Servicing Study 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. **Mechanical Cistern Declaration**

The Owner acknowledges and agrees to provide a declaration form from a professional mechanical engineer, licensed in the Province of Ontario, that the internal mechanical cistern proposed for the R&D Lab Building as labelled on the approved Site Plan, located at 570 March Road, will be designed as per the approved Development Servicing Study and Stormwater Management Report, to the satisfaction of the General Manager, Planning, Development and Building Services. This form shall include the full details of the specific product used.

22. **On-Site Stormwater Management Environmental Compliance Approval**

The Owner acknowledges and agrees that a stormwater management Environmental Compliance Approval will be required prior to the start of any works, for the proposed common storm sewer system designed to service multiple properties as per the approved General Plan of Services and the approved Development Servicing Study and Stormwater Management Report referenced in Schedule “E”, to the satisfaction of the General Manager, Planning, Development and Building Services.

23. **Sanitary Consolidated Linear Infrastructure Environmental Compliance Approval**

The Owner acknowledges and agrees that a sanitary consolidated linear infrastructure environmental compliance approval will be required prior to the start of any works, for the proposed sanitary sewer extension on Legget Drive as per the approved General Plan of Services and the approved Plan and Profile – Legget Drive referenced in Schedule “E”, to the satisfaction of the General Manager, Planning, Development and Building Services.

24. **Legget Local Watermain Third Party Agreement**

The Owner acknowledges and agrees to execute a Third-Party Infrastructure Agreement with the City of Ottawa’s Asset Management Services, per the approved Third-Party Infrastructure Agreement Report – Design and Construction of the Legget Drive Local Watermain to the Environment and Climate Change Committee, Report No. ACS2025-SI-ED-0006, prior to the start of any Site Plan and Legget Drive works, for the construction of a new 300mm diameter watermain on Legget Drive as per the approved Plan and Profile – Legget Drive referenced in Schedule “E”, to the satisfaction of the General Manager, Planning, Development and Building Services.

25. **Legget Drive Local Watermain – Form 1**

The Owner acknowledges and agrees to complete and return a “Ministry of the Environment, Conservation and Parks Form 1 – Record of Watermains Authorized as a Future Alteration” prior to the start of any works, for the new local watermain constructed on Legget Drive as per the approved Plan and Profile – Legget Drive referenced in Schedule “E”, to the satisfaction of the General Manager, Planning, Development and Building Services.

26. **Legget Drive Geotechnical Investigation Study**

The Owner acknowledges and agrees to provide a Geotechnical Investigation Study, prepared by a Geotechnical Engineer, prior to the start of any works, for the proposed works related to the new watermain and new sanitary extension on Legget Drive as per the approved Plan and Profile – Legget Drive (drawings C600 and C601) referenced in Schedule “E”, to the satisfaction of the General Manager, Planning, Development and Building Services.

27. **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, Development and Building Services 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.

28. **Dry Standpipes Installation in Parking Garage’s Stairwells**

The Owner acknowledges and agrees to the installation of dry standpipes in each of the three-storey open-air parking garage’s stairwells to aid firefighters in quick firefighting capabilities, to the satisfaction of the General Manager, Planning, Development and Building Services.

29. **Protection of City’s Large Diameter Watermain**

To maintain the integrity of the 610mm backbone watermain located along Legget Drive, prior to commencement of works on Legget Drive, the Owner acknowledges and agrees to:

- (a) develop a site-specific Settlement and Vibration Monitoring Program (the “Program”), which said Program will be stamped by a Professional Engineer, licensed in the Province of Ontario and submitted to the General Manager, Planning, Development and Building Services for review and approval prior to the inclusion of the Plan in the contract documents.
- (b) that should monitor levels of vibration and underground soil movement exceed the maximum limits outlined in the Program, the Owner agrees to cease all construction activities immediately and implement, at its sole expense, the necessary correction measures. The Owner further agrees to report to the City immediately and resubmit a revised work plan to the satisfaction of the General Manager, Planning, Development and Building Services.
- (c) that if the levels of vibration momentarily exceed the maximum limits outlined in the Program, and if the Owner’s on-site consultant is of the professional

opinion that no danger exists, the Owner may continue to proceed with the work by a different means, consistent with the Program, which does not further cause the levels of vibration/settlement to exceed the maximum limits outlined in the Program. Prior to proceeding with the Work, the level of exceedance of vibration/settlement shall be reported to the Construction Services Branch of the City.

- (d) that in the event emergency repairs of the transmission main are required, the Owner shall reimburse the City for the cost of such repairs to the satisfaction of the General Manager, Planning, Development and Building Services.
- (e) that the City reserves the right to issue a stop work order for the construction in the event of any incident which would adversely affect the City's requirement to provide safe drinking water. This may include but is not limited to, a leak or failure of the high-pressure transmission main and/or a failure at one of the water purification plants. The City will not be responsible for any delay claim billed by the Owner because of the stop work order.
- (f) that the Owner or its Contractor shall provide the City, prior to the execution of this Agreement, and shall keep in force during the term of the construction Work with a certificate of liability insurance in the form acceptable to the City, evidencing its insurance coverage. Such policy shall name the City of Ottawa as an additional insured thereunder. The limits of the policy shall be in the amount of \$25,000,000 and shall be kept in full force and effect for the term of the construction work.

30. **Watermain Frontage Fees**

The Owner acknowledges and agrees that watermain frontage fees apply to this site and that they shall be required to pay the amount indicated in Schedule C of the Financial Schedule of the Site Plan Agreement, at the time of registration, to the satisfaction of the General Manager, Planning, Development and Building Services.

31. **Kanata Research Park (359 Terry Fox Drive and 525, 535 & 555 Legget Drive) Storm Sewer Easements and Joint Use Maintenance Agreement**

The Owner acknowledges and agrees to obtain the approval of the Committee of Adjustment to grant easement(s) as required for maintenance of the common elements over 359 Terry Fox Drive and 525, 535 and 555 Legget Drive and must register a Joint Use and Maintenance Agreement, at the expense of the Owner, setting forth the obligations between the Owner. The Agreement shall set forth the joint use and maintenance of all common elements including, but not limited to common areas, common landscaping and shared storm infrastructure within 359 Terry Fox Drive and 525, 535 and 555 Legget Drive.

The Owner shall ensure that the Agreement is binding upon all the unit owners and successors on title and shall be to the satisfaction of the General Manager, Planning, Development and Building Service and City Legal Services, as well as a

copy of the Agreement and written confirmation from City Legal Services that it has been registered on title.

32. **520 & 570 March Easements and Joint Use Maintenance Agreement**

Prior to registration of this Agreement, the Owner acknowledges and agrees to obtain the approval of the Committee of Adjustment to grant easement(s) as required for access and maintenance of the common elements over 520 and 570 March Road, and must register a Joint Use and Maintenance Agreement, at the expense of the Owner, setting forth the obligations between the Owner. The Agreement shall set forth the joint use and maintenance of all common elements including, but not limited to common areas, common driveways, common landscaping and shared water, sanitary and storm infrastructures within 520 and 570 March Road.

The Owner shall ensure that the Agreement is binding upon all the unit owners and successors in title and shall be to the satisfaction of the General Manager, Planning, Development and Building Service and City Legal Services, as well as a copy of the Agreement and written confirmation from City Legal Services that it has been registered on title.

33. **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.

34. **Private Storm Sewer Connection to City Sewer System**

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

- (a) a certificate of conformance and 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
- (b) a flow limiting orifice plate, designed by a Professional Engineer licensed in the Province of Ontario and to the satisfaction of the City, has been installed at the storm water outlet prior to connecting any upstream storm sewers. Such orifice plate shall not be removed until subsection (a) above has been

satisfied and approved by the General Manager, Planning, Development and Building Services.

35. **Leak Survey**

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

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

36. **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.

37. **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, Development and Building Services, 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.

38. **Utility Circulation for Legget Drive Works**

The Owner acknowledges and agrees that a Utility Circulation will be required prior to the start of any works, for the proposed local watermain and sanitary sewer extension on Legget Drive as per the approved Plan and Profile – Legget Drive (drawings C600 and C601) referenced in Schedule “E”, to the satisfaction of the General Manager, Planning, Development and Building Services.

39. **Enbridge Signoff for Tree Conflict**

The Owner acknowledges and agrees to provide a technical signoff from Enbridge prior to the start of any works, confirming that they have reviewed the proposed tree locations along their existing gas line running parallel to Legget Drive, and that a solution to this conflict has been agreed to, to the satisfaction of the General Manager, Planning, Development and Building Services.

40. **Access Easement to City**

The Owner acknowledges and agrees it shall grant to the City, at the Owner's expense, a Blanket Easement over the lands, with the right and licence of free, uninterrupted, unimpeded and unobstructed access to the City to enter on and to pass at any and all times, on, over, along and upon the lands with or without vehicles, supplies, machinery and equipment for all purposes necessary or convenient to construct, maintain, repair and replace the Private Watermains, Private Service Posts and fire hydrants at the Owner's expense. The Owner acknowledges and agrees that notwithstanding the rights granted to the City under the grant of easement, the Owner remains responsible at all times for the maintenance, inspection, alteration, repair, replacement and reconstruction of the utility in the said lands during their term of use. The Owner acknowledges and agrees to provide an electronic copy of the Transfer of Easement prior to the execution of this Agreement by the City, to the satisfaction of the City Solicitor. All costs shall be borne by the Owner.

41. **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, Development and Building Services.

The Owner agrees to pay the separate process fee of \$2,940.00 (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, Development and Building Services.

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

42. **Traffic Signal Maintenance and Operations**

The Owner shall enter into an agreement with the City to pay for the annual maintenance and operating costs of the Traffic Control Signal (TCS) until a study, conducted by the City confirms that this location meets the warrants for signalization. If found to be warranted, the City will assume the maintenance and operating costs of the TCS beginning January 1st of the following year. Once the TCS is operational the Owner may request the City to undertake a traffic count to determine if the intersection meets the warrants for signalization. The Owner is responsible for reimbursing the City for all costs associated with this count and subsequent analysis. If the location is found to meet the warrants for signalization this cost will be waived.

43. **Maintenance of Signals**

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, Development and Building Services.

44. **Noise Control Attenuation Measures**

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

- (a) a each unit is to be equipped with central air conditioning;
- (b) each unit is to be fitted with a forced air heating system and ducting, and shall be sized to accommodate central air conditioning;

- (c) 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;
- (d) 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, Development and Building Services confirming the plans submitted for building permit issuance have incorporated any and all mitigation measures to achieve the required indoor sound levels;
- (e) 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 Assessment referenced in Schedule "E" hereto. The professional engineer shall prepare, sign and stamp a letter to the General Manager, Planning, Development and Building Services (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, Development and Building Services.

45. **Notice on Title – Noise Control Attenuation Measures**

The Owner acknowledges and agrees that a notice shall be registered on title to the subject lands, at the Owner's expense. The Owner further acknowledges and agrees that such notice on title, or the clauses as written directly below, shall be included in all agreements of purchase and sale and lease agreements to inform prospective purchasers and tenants of these matters. The notice on title shall include, but not be limited to, the following:

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 themselves, their 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."

46. **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

47. **Parkland Dedication**

- (a) The Owner acknowledges and agrees that the conveyance requirement to the City is 911 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. For conveyance of parkland, cash-in-lieu of conveyance parkland, or combination thereof: 2% of the gross land area (commercial & industrial uses).

48. **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 \$850.00 plus H.S.T. of \$110.50, as referenced in Schedule "B" herein.

49. **Public Access Easement**

Prior to the registration of this Agreement, the Owner shall grant to the City, at no cost to the City, an unencumbered easement for public access over the full extent of the Lifestyle Street, as shown on the approved Site Plan, referenced in Schedule "E" hereto, if applicable, to the satisfaction of the City. The Owner shall provide a Reference Plan for registration, indicating the public 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.

April 16, 2025

Date



Kersten Nitsche, MCIP RPP
Manager (A), Development Review
West, Planning, Development and
Building Services Department

Enclosure: Site Plan Control Application approval – Supporting Information

SITE PLAN CONTROL APPROVAL APPLICATION SUPPORTING INFORMATION

File Number: D07-12-24-0149

SITE LOCATION

Parts 5 and 7 on 4R-35453, municipally addressed as 570 March Road, and as shown on Document 1.

SYNOPSIS OF APPLICATION

The subject site is currently occupied by a large surface parking that was being used by Nokia's existing office building to the north at 600 March Road. The site comprises of 4.49 hectares of land with frontages along March Road and Legget Drive.

To the north of the site is a mid-rise office building occupied by Nokia. Further north across Terry Fox Drive is a one and two storey commercial/office building, low-rise residential community, and a wooded area. To the east across Legget Drive are four office buildings and the Brookstreet Hotel. To the south is a large surface parking lot that historically served the Nokia office building. That parcel will be redeveloped with the new Nokia office campus. Further south of the site is a two-storey office and light industrial building. To the west of the site across March Road are a number of commercial and office buildings.

The proposed mixed-use campus, with a total floor area of 55,110 square metres, includes several connected parts such as an eight-storey tower with 21,042 square metres of office space for Nokia; a five-storey section with 31,948 square metres of research and development space for Nokia; a 'work yard' for storing large batteries that power the building; a ground-level 'social café' with access to an outdoor amenity area; a three-storey parking garage; and a single-story retail space of 2,120 square metres facing the private 'lifestyle street,' which connects March Road and Legget Drive.

The site is currently zoned Mixed-Use Centre with an exception (MC[2816]). The exception introduces site specific zoning provisions for the proposed mixed-use development on the site. No further changes to the property are anticipated as part of this application.

Related Applications

N/A

DECISION AND RATIONALE

This application is approved for the following reasons:

- The site is designated as Kanata North Special Economic District on Schedule B5 - Suburban (West) Transect of the City of Ottawa's Official Plan. The proposal conforms with Official Plan policies.
- The site is zoned MC[2816], Mixed-Use Centre with an exception. The proposed development complies with the provisions of the Zoning By-law.
- The proposed development complies with the City's applicable design and compatibility objectives of the City's Official Plan.
- The site layout and design is an efficient use of the land and represents controlled and orderly development

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. A Road Modifications Report will follow.

CONSULTATION DETAILS

Councillor's Comments

Councillor Cathy Curry was aware of the application related to this report.

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.

Technical Agency/Public Body Comments

N/A

Advisory Committee Comments

N/A

APPLICATION PROCESS TIMELINE STATUS

This Site Plan application was processed by the On Time Decision Date.

Contact: Krishon Walker Tel: 613-580-2424, ext. 24161 or e-mail: Krishon.Walker@ottawa.ca

Document 1 – Location Map

