



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

Site Location: 100 Steacie Drive

File No.: D07-12-24-0086

Date of Application: August 12, 2024

This SITE PLAN CONTROL application submitted by Marc Rivet, J.L. Richards & Associates Limited, on behalf of 3223701 Canada Inc (Brigil), is APPROVED pursuant to conditions/upon resolution of the conditions stated in this report

And the following plans are approved:

1. **Site Plan**, Drawing No. A101, prepared by Neuf Architect(e)s, dated 2024-01-01, revision 10 dated 2026.06.12.
2. **Existing Conditions and Drainage Plan**, Drawing No. EX01, prepared by Stantec Consulting Ltd., dated 20.08.17, revision 9 dated 26.06.17.
3. **Notes and Legend Plan**, Drawing No. NL-1, prepared by Stantec Consulting Ltd., dated 20.08.17, revision 9 dated 26.06.17.
4. **Sanitary Drainage Area Plan**, Drawing No. SA-1, prepared by Stantec Consulting Ltd., dated 20.08.17, revision 9 dated 26.06.17.
5. **Erosion Control Plan and Detail Sheet**, Drawing No. EC/DS-1, prepared by Stantec Consulting Ltd., dated 20.08.17, revision 9 dated 26.06.17.
6. **Grading Plan**, Drawing No. GP-1, prepared by Stantec Consulting Ltd., dated 20.08.17, revision 9 dated 26.06.17.
7. **Grading Plan**, Drawing No. GP-2, prepared by Stantec Consulting Ltd., dated 20.08.17, revision 9 dated 26.06.17.
8. **Site Servicing Plan**, Drawing No. SSP-1, prepared by Stantec Consulting Ltd., dated 20.08.17, revision 9 dated 26.06.17.
9. **Site Servicing Plan**, Drawing No. SSP-2, prepared by Stantec Consulting Ltd., dated 20.08.17, revision 9 dated 26.06.17.

10. **Storm Drainage Area Plan**, Drawing No. SD-1, prepared by Stantec Consulting Ltd., dated 20.08.17, revision 9 dated 26.06.17.
11. **Plan and Profile – Steacie Drive Watermain Extension Station Road STN 0+000 to STN 0+260**, Drawing No. PP-1, prepared by Stantec Consulting Ltd., dated 20.08.17, revision 9 dated 26.06.17.
12. **Plan and Profile – Steacie Drive Sewer and Watermain Extension STN 0+000 to STN 0+140**, Drawing No. PP-2, prepared by Stantec Consulting Ltd., dated 20.08.17, revision 9 dated 26.06.17.
13. **Storm Pond Section Crossing Ex. Sanitary Trunk and Railway Section A-A**, Drawing No. SEC-1, prepared by Stantec Consulting Ltd., dated 20.08.17, revision 9 dated 26.06.17.
14. **Elevations**, Drawing No. A400, prepared by Neuf Architect(e)s, dated 2024-01-01, revision 5 dated 2026.03.02.
15. **Elevations**, Drawing No. A401, prepared by Neuf Architect(e)s, dated 2024-01-01, revision 5 dated 2026.03.02.
16. **Landscape Details**, Drawing No. LD-1, prepared by Siteform Inc. Landscape Architecture, revision F dated 26.03.24.
17. **Landscape Details**, Drawing No. LD-2, prepared by Siteform Inc. Landscape Architecture, revision F dated 26.03.24.
18. **Tree Canopy Projection**, Drawing No. CP-1, prepared by prepared by Siteform Inc., revision F dated 26.03.24.
19. **Landscape Plan**, Drawing No. LP-1, prepared by Siteform Inc. Landscape Architecture, revision I dated 26.07.06.
20. **Grande Retaining Wall Design**, Drawing No. PG5788-2, prepared by Paterson Group, dated April 28, 2026.
21. **Gabion Retaining Wall Design**, Drawing No. PG5788-3, prepared by Paterson Group, dated April 28, 2026, stamped 25/05/2026.

And as detailed in the following report(s):

1. **Environmental Fill Quality Assessment, Proposed Residential Development, 100 Steacie Drive, Ottawa, ON**, prepared Lopers & Associates, dated September 18, 2020.
2. **Phase One Environmental Site Assessment, 100 Steacie Drive, Ottawa, Ontario**, prepared by Lopers & Associates, dated September 25, 2020.

3. **Phase One Environmental Site Assessment Update, Proposed Residential Development, 100 Steacie Drive, Ottawa, ON**, prepared Lopers & Associates, dated December 21, 2023.
4. **Geotechnical Investigation, Proposed Residential Development, 100 Steacie Drive, Ottawa, Ontario**, prepared by Paterson Group, dated December 8, 2025.
5. **Re: Geotechnical Response to City Comments, Proposed Residential Development, 100 Steacie Drive, Ottawa, Ontario**, prepared by Paterson Group, dated June 1, 2026.
6. **Re:4 Excavation, Grading and Drainage Plan Review, Proposed Residential Development, 100 Steacie Drive, Ottawa, Ontario**, prepared by Paterson Group, dated June 1, 2026.
7. **Environmental Impact Study Update, 100 Steacie Drive, Ottawa, Ontario**, prepared by CIMA+, dated July 11, 2025.
8. **Environmental Noise and Vibration Assessment, 100 Steacie Drive, Ottawa, Ontario**, prepared by Gradient Wind, dated March 5, 2024.
9. **Rail Safety Report – Site Plan Control Application, 100 Steacie Drive**, prepared by J.L. Richards & Associates Limited, dated August 9, 2024.
10. **100 Steacie Drive, TIA Report**, prepared by Parsons, dated March 3, 2024.
11. **Urban Design Brief – Site Plan Control Application, 100 Steacie Drive**, prepared by J.L. Richards & Associates Limited, dated December 5, 2024.
12. **Tree Conservation Report, 100 Steacie Drive, Ottawa, Ontario**, prepared by CIMA+, dated November 18, 2025.
13. **100 Steacie Drive, Site Servicing and Stormwater Management Report**, prepared Stantec Consulting Ltd., dated July 15, 2026.
14. **Road Modification Approval Report, RMA-2025-TPD-046**, dated November 4, 2025.

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, 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, 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. **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.

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, 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.

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, Development and Building Services.

6. **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.

7. **Extend Internal Walkway**

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

8. **Completion of Works**

The Owner acknowledges and agrees that no new building will be occupied on the lands until all requirements with respect to completion of the Works as identified in this Agreement have been carried out and received Approval by the General Manager, Planning, Development and Building Services, 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, Development and Building Services, the aforesaid Works are proceeding satisfactorily toward completion. The Owner shall obtain the prior consent of the General Manager, Planning, Development and Building Services 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, Development and Building Services, the Owner shall give notice to the City of a proposed conveyance of title to any building at least thirty (30) days prior to any such conveyance. No conveyance of title to any building shall be effective unless the Owner has complied with this provision.

Nothing in this clause shall be construed as prohibiting or preventing the approval of a consent for severance and conveyance for the purposes of obtaining financing.

9. **Development Charges**

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

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, 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.

11. **Road Modifications**

The Owner agrees to complete all road modifications required to accommodate this development, as identified in the road modification approval report referenced in Schedule "E" hereto, and further acknowledges and agrees that it is responsible for all costs associated with the public roadway modifications. Furthermore, the Owner shall submit, prior to registration, detailed design drawings to implement the Road Modifications identified in RMA-2025-TPD-046 approval, to the satisfaction of the General Manager, Planning, Development and Building Services.

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, Development and Building Services.

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.

14. **Noise Control Attenuation Measures**

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

- (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) 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 and Vibration 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.

15. **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 A – Increasing Roadway Traffic

"The purchaser/lessee for themselves, their heirs, executors, administrators, successors and assigns, acknowledges being advised that noise levels due to increasing roadway / rail / air traffic may be of concern, occasionally interfering with some activities of the dwelling occupants as the outdoor sound level exceeds the City of Ottawa's and the Ministry of the Environment, Conservation and Parks' noise criteria."

Type B – Increasing Roadway Traffic

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

Type C – Forced Air Heating System and Ducting

"The purchaser/lessee for themselves, their heirs, executors, administrators, successors and assigns, acknowledges being advised that this dwelling unit has been fitted with a forced air heating system and the ducting, etc. was sized to accommodate central air conditioning. Installation of central air conditioning by the purchaser/lessee 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 for themselves, their heirs, executors, administrators, successors and assigns, acknowledges and agrees it shall identify the location and install any outdoor air conditioning device(s) so as to 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."

Type D – Central Air Conditioning Building A

“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.”

Type E – Proximity to Adjacent Industry

“The purchaser/lessee for themselves, their heirs, executors, administrators, successors and assigns, acknowledges being advised that due to the proximity of the adjacent commercial building(s), facility, utility, sound levels from the commercial building(s), facility and/or utility may at times be audible.”

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.”

16. **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 Steacie Drive right-of-way, as shown on the approved Landscape Plan referenced in Schedule “E” herein, including all plant and landscaping material (except municipal trees), concrete 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.

17. **Waste Collection**

The Owner acknowledges and agrees that residential cart (and/or container) garbage 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/organic waste storage room or area suitable for garbage/organic waste collection vehicles. Any additional services (i.e. winching of containers) may result in extra charges. It is expressly acknowledged that this service may be amended or discontinued at the City’s sole discretion, if in the City’s opinion, access is not appropriate or due to policy/process changes within the operating department.

18. **Parkland Dedication**

- (a) The Owner acknowledges and agrees that the conveyance requirement to the City is 1,700 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 cash-in-lieu of conveyance of parkland (residential > 18 units/net ha):
 - i. one hectare per 1,000 net residential units but shall not exceed a maximum of 10% of the gross land area where less than or equal to five hectares.

Conveyance Requirement Table

Conveyance Requirement Table		
Gross Land Area (GLA)	17,000 m ² (excluding hydro-corridor)	
Net gain in residential units	196 units	
Development Type	Calculation	Conveyance Requirement (m ²)
Residential > 18 units/net hectare	196 units @ 10 m ² per net residential unit (cash in lieu of parkland) (1,960 m ²), not to exceed 10 % of gross land area for sites < 5 hectares (1,700 m ²).	1,700 m ²
Total Conveyance Requirement		1,700 m ²

19. **Cash-In-Lieu of Conveyance of Parkland**

- (a) Prior to issuance of first occupancy permit, if building permit is obtained on or before April 7, 2027, otherwise at time of building permit, 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 Choose Ward and Account.
- (b) Prior to issuance of building permit, the Owner shall pay the parkland appraisal fee of \$880.00 plus H.S.T. of \$114.40, as referenced in Schedule "B" herein.

20. **Conveyance of Hydro Corridor Lands**

- (a) Prior to registration of this Agreement, the Owner acknowledges and agrees to convey lands within the abutting hydro corridor, identified as Parts 7, 8, 9

and 10 on Plan 4R-21324, at no cost to the City. The exact lands must be determined by legal survey. The Owner shall provide a reference plan for registration, indicating the lands to be conveyed, 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 the execution of this Agreement by the City. All costs shall be borne by the Owner.

- (b) Notwithstanding the transfer of the Hydro Corridor lands, the Owner acknowledges and agrees that the Owner will retain all liability for the transferred Hydro Corridor lands, until all works on within the Hydro Corridor lands are completed to the satisfaction of the General Manager, Planning, Development and Building Services and securities for said works are released. Further, said transfer will in no way exonerate the Owner from its responsibility pursuant to the terms of the Site Plan Agreement. The Owner, on behalf of himself, his heirs, executors, administrators and assigns, including his successors in title, covenants and agrees to indemnify and save harmless the City from all actions, causes of actions, suits, claims or demands whatsoever which arise directly from the interim use by the Owner of the Hydro Corridor lands.
- (c) Despite subsection (a) above, the Owner further acknowledges and agrees that the conveyance of the hydro corridor lands, being Parts 7, 8, 9 and 10 on Plan 4R-21324, may be delayed beyond the registration of this Agreement, to prior to issuance of the first occupancy permit, contingent upon the following criteria:
 - (i) The full amount of securities held by the City under this Agreement shall not be eligible for any reductions or release until such Hydro Corridor lands are conveyed to the City, to the satisfaction of the City.
 - (ii) Confirmation that the Parkland Dedication requirements have been fulfilled in accordance with Conditions 19 and 20, to the satisfaction of the City.

21. **Stormwater Management Pond Access**

- (a) Prior to the registration of this Agreement, the City shall grant to the Owner, at no cost to the City, a 5-metre easement over the access path along the abutting hydro corridor to the west, as shown on the approved Grading 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 Stormwater Management Pond 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.

- (b) Despite subsection (a) above, the Owner further acknowledges that the granting of the Stormwater Management Pond access easement may be delayed to align with the timing of the conveyance of the Hydro Corridor lands, as described in Clause 20.

22. **City-Owned Watermain Easement**

Prior to the registration of this Agreement, the Owner shall grant to the City, at no cost to the City, an unencumbered 6 metre easement for the access and maintenance of the proposed City-owned 200mm watermain across all portions of the site not subject to the land conveyance required by Clause 20 above, as shown on the approved Site Servicing Plans referenced in Schedule "E" hereto, to the satisfaction of the City. The Owner shall provide a Reference Plan for registration, indicating the 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.

23. **Mississippi Valley Conservation Authority**

The Owner acknowledges and agrees to obtain any required approvals and/or permits from the Rideau Valley Conservation Authority prior to the commencement of site works. The Owner acknowledges and agrees to file copies of such approvals and/or permits with the General Manager, Planning, Development and Building Services.

24. **Fire Route Above Underground Parking**

Prior to the issuance of a building permit, the Owner acknowledges and agrees to submit a memorandum prepared by a Structural Professional Engineer, licensed in the Province of Ontario, confirming that the portion of the fire route located above the underground parking has been designed to the bridge standard of 15 kPa to the satisfaction of Ottawa Fire Services. The Owner further acknowledges and agrees to install signage provided by Ottawa Fire Services indicating the limits of the underground parking structure along all vehicular driveways providing access to the site.

25. **Crossing Agreements**

The Owner agrees and acknowledges that no infrastructure may be constructed in, on, under, over or through the rail corridor without prior written approval of the City.

In the event that the City approves construction in, on, under, over or through the rail corridor, the Owner will be required to enter into a Crossing Agreement with the City of Ottawa to the satisfaction of the Program Manager, Rail Operations, and in consultation with the General Manager, Planning, Development and Building Services, at the Owner's cost.

26. **Notice on Title – Kanata North Economic District**

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, *and shall be included as information on all plans and documents used for marketing purposes*, to inform prospective purchasers and tenants of these matters. The notice on title shall include, but not be limited to, the following:

"The purchaser/lessee, for themselves, their heirs, executors, administrators, successors and assigns, acknowledges being advised that there are existing the subject lands are located within the Kanata North Economic District and there are existing industrial facilities in proximity to the subject lands. Surrounding uses may operate up to 24 hours in day and result in environmental impacts to the subject lands including, but not limited to, noise, vibrations, vehicle emissions, smoke, and particulate matter (collectively referred to as the "Interferences"). The purchaser/lessee acknowledges and agrees that despite the inclusion of noise control features within the subject lands, Interferences may continue to be of concern, occasionally interfering with some activities of the occupants on the subject lands.

"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 covenants shall run with the said lands and are for the benefit of the City of Ottawa."

27. **Rail Safety Measures**

The Owner acknowledges and agrees to implement the rail safety measures recommended in the approved Rail Safety Report, referenced in Schedule "E" of this Agreement, as follows:

- (a) No buildings are to be constructed within 30 metres of the rail corridor;
- (b) Implement the rail-related noise and vibration mitigation measures identified in the approved Environmental Noise and Vibration Assessment, referenced in Schedule "E" of this Agreement herein;
- (c) Construct a berm with a height of 2.5 metres and width of 6.25 metres between the proposed building and the rail corridor, as shown on the

approved Grading Plans, referenced in Schedule “E” of this Agreement herein.

- (d) Install a 1.83 metre chain link fence along all portions of the site abutting the Renfrew rail corridor and associated lands (including 40 Station Road) prior to construction;
- (e) Install signage provided by the City of Ottawa and/or the Rail Operator along shared property.

The Owner further acknowledges and agrees that all the above-noted rail safety mitigation measures are to be implemented to the satisfaction of the General Manager, Planning, Development and Building Services, at the Owner’s cost.

28. **Notice on Title – Rail Safety 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:

“The purchaser/lessee for themselves, their heirs, executors, administrators, successors and assigns, acknowledges being advised that an active rail corridor abuts the property and rail safety measures have been implemented on the site requiring ongoing maintenance by the Owner. The purchaser/lessee further acknowledges being advised that if, at some future date, the rail safety measures require maintenance or replacement, the City of Ottawa shall bear no responsibility, financial or otherwise, for these works. All efforts and costs related to such works shall be the sole responsibility of the Owner.”

“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.”

29. **Installation and Maintenance of Fencing along the Rail Corridor**

Prior to any construction works, the Owner acknowledges and agrees to install a 1.83 metre chain link fence along all portions of the site abutting the Renfrew rail corridor and associated lands (including 40 Station Road), and the chain link fence

shall be located a minimum of 0.15 metres inside the property line of the private property. The Owner further acknowledges and agrees to assume all maintenance and replacement responsibilities in perpetuity for all fencing along the abutting rail corridor.

30. **Requirement for Flag-person / Corridor Access**

The Owner acknowledges and agrees no access is allowed to the Renfrew rail corridor right-of-way abutting the subject lands without a flag-person present or other City approved safety controls on the subject lands and/or the said right-of-way. The Owner further acknowledges and agrees that should the Owner, its representatives or contractors require access to the Renfrew rail corridor right-of-way, they shall work with the General Manager, Strategic Initiatives Department or their designate, to sign and submit required documentation and insurance, and the City's designated rail maintenance service provider as additional insureds to satisfy the liability requirements, and provide a current Workplace Safety and Insurance Board form to the General Manager, Strategic Initiatives Department or their designate. All flagging duties are to be carried out by the City's designated rail maintenance service provider and all flagging costs are the sole responsibility of the Owner. Requests for flagging must be sent by e-mail to the General Manager, Strategic Initiatives Department or their designate.

31. **Crane Swing Agreement**

- (a) The Owner acknowledges and agrees that it may be required to enter into an Encroachment Agreement often referred to as a Crane Swing Agreement prior to the operation of any cranes or other mobile construction equipment on the subject lands and/or adjacent lands that have the potential to breach the aerial rights or rail corridor envelope more generally, to the satisfaction of the General Manager, Transit Services Department or their designate and the General Manager, Planning, Development and Building Services.
- (b) The Owner acknowledges and agrees it shall be responsible for all costs associated with the preparation and registration of a Crane Swing Agreement. No crane shall be assembled on site or mobile construction equipment mobilized to site until the Owner has entered into a Crane Swing Agreement with the City, which agreement shall be registered on title to the subject lands.
- (c) Prior to execution of the Crane Swing Agreement by the City, the Owner shall provide to the General Manager, Transit Services Department or their designate, plans identifying the location and description of the type of crane(s) and other mobile construction equipment that will be on site, including all existing cranes on the lands, to determine if the mast or the arms of any crane(s) or other equipment would be entering the air rights of the rail corridor or adjacent bus loops at light rail transit stations.

- (d) The Owner acknowledges and agrees that if any equipment does enter the aerial rights of the rail corridor without a signed Crane Swing Agreement, such action will be in violation of Section 26.1 of the Railway Safety Act, R.S.C., 1985, c.32 (4th Supp.), as amended, and the Owner shall immediately cease use of the equipment.

32. **Bell Canada**

- (a) The Owner acknowledges and agrees to convey any easement(s) as deemed necessary by Bell Canada to service this new development. The Owner further agrees and acknowledges to convey such easements at no cost to Bell Canada.
- (b) The Owner agrees that should any conflict arise with existing Bell Canada facilities where a current and valid easement exists within the subject area, the Owner shall be responsible for the relocation of any such facilities or easements at their own cost. Upon receipt of this comment letter, the Owner is to provide Bell Canada with servicing plans/CUP at their earliest convenience to planninganddevelopment@bell.ca to confirm the provision of communication/telecommunication infrastructure needed to service the development.

The Owner acknowledges and agrees that it is the responsibility of the Owner to provide entrance/service duct(s) at their own cost from Bell Canada's existing network infrastructure to service this development. In the event that no such network infrastructure exists, in accordance with the Bell Canada Act, the Owner shall be required to pay for the extension of such network infrastructure.

If the Owner elects not to pay for the above noted connection, Bell Canada may decide not to provide service to this development.

33. **Hydro One Clearance Letter**

The Owner acknowledges and agrees that there is an existing easement in favour of Hydro One Networks along the southern property line abutting Kimmins Court Park, registered as Instrument No. MH3598. Prior to doing any works within the existing easement, the Owner further acknowledges and agrees to provide a letter from Hydro One confirming that the proposed development has been reviewed and approved by Hydro One Networks.

34. **Hydro Ottawa Clearance Letter**

The Owner acknowledges and agrees that there is an existing easement in favour of Hydro Ottawa along the northern property line, within the railway corridor, registered as Instrument No. OC850803. Prior to doing any works within the existing easement, the Owner further acknowledges and agrees to provide a letter from Hydro Ottawa confirming that the proposed development has been reviewed and

approved by Hydro Ottawa.

35. **Bell Canada and Rogers Communications Clearance Letters**

- (a) The Owner acknowledges and agrees that there is an existing easement on the subject site registered as Instrument No. NS152217 in favour of Bell Telephone Co of Canada and Ottawa Cable Ltd. (now Rogers Communications) (the "Easement Holders") and that easement requires prior approval from the Easement Holders prior to any grading changes in the easement lands.
- (b) Prior to the registration of this Agreement, issuance of a building permit or commence work notification, the Owner further acknowledges and agrees to provide confirmation from the Easement Holders of approval for proposed grading changes within the easement lands, to the satisfaction of the General Manager, Planning, Development and Building Services.

36. **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 Excavation Grading and Drainage Plan Review Memo, Grande Retaining Wall Design (GR1) and Gabion Retaining Wall Design.

37. **Geotechnical Investigation**

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

38. **Retaining Wall**

The Owner agrees to submit to the General Manager, Planning, Development and Building Services, prior to issuance of a building permit, details of the retaining walls which are greater than one metre in height, as shown on the approved Grading Plan referenced in Schedule "E" hereto, which shall be designed and prepared by a Professional Structural Engineer, licensed in the Province of Ontario, to the satisfaction of the General Manager, Planning, 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 Excavation Grading and Drainage Plan Review Memo, Grande Retaining Wall Design (GR1) and Gabion Retaining Wall Design.

39. **Retaining Wall – Stability**

The Owner acknowledges and agrees to install the proposed retaining walls in accordance with the approved Excavation Grading and Drainage Plan Review Memo, Grande Retaining Wall Design (GR1) and Gabion Retaining Wall Design for the site and as shown on the approved Grading Plan, both 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 Excavation Grading and Drainage Plan Review Memo, Grande Retaining Wall Design (GR1) and Gabion Retaining Wall Design. 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 Excavation Grading and Drainage Plan Review Memo, Grande Retaining Wall Design (GR1) and Gabion Retaining Wall Design.

40. **Berm – Slope Stability Analysis**

Prior to issuance of a building permit or commence work notification, whichever is earlier, the Owner acknowledges and agrees to submit a slope stability analysis for the proposed berm shown on the approved Grading Plan, referenced in Schedule “E” herein. The Owner further acknowledges and agrees that the slope stability analysis shall include a quantitative stability evaluation of the berm under short and long-term conditions and demonstrate acceptable factors of safety, to the satisfaction of the General Manager, Planning, Development and Building Services.

41. **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.

42. **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, Development and Building Services 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 subject property (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, Development and Building Services and the City's Surveyor, showing the existing City Sewer System across the property 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, known as pipe ID SAN12572 on 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 City Sewer System, known as pipe ID SAN12572 on 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 City Sewer System, known as pipe ID SAN12572 on GeoOttawa, and compensate the City for the full amount of any required repairs to the City Sewer System.

43. **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.

44. **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.

45. **Inlet Control Devices (ICDs)**

The Owner acknowledges and agrees to install and maintain in good working order the required 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.

46. **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.

47. **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.

48. **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.

49. **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.

50. **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.

51. **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.

52. **Existing Private Watermain Easement – 413 and 447 March Road**

The Owner acknowledges and agrees that there are existing private easement(s) on the subject lands registered as Instrument Numbers NS11157 and NS132710 in favour of the owners of 413 and 447 March Road (the "Benefitting Lands"). The Owner further acknowledges and agrees that Site Plan Approval herein does not constitute approval to impede or obstruct the servicing of the Benefitting Lands, and that it is the Owner's sole responsibility to notify and obtain approval from the owners of the Benefitting Lands under the easement of any act that may impact or impede the rights under said easement.

53. **Decommissioning of Private Watermain - Notification to Owners of 413 and 447 March Road**

- (a) The Owner acknowledges and agrees that the existing 152mm diameter watermain running through the subject lands is to be decommissioned and reconnected to a new public watermain as part of the development, as shown on the approved Site Servicing Plan, referenced in Schedule "E" herein. The Owner further acknowledges and agrees that the existing private watermain is subject to the easements detailed in Condition 53.
- (b) Prior to the issuance of a Commence Work Notification, the Owner acknowledges and agrees to provide written notice of intent to decommission the existing private watermain to the owners of 413 and 447 March Road. The Owner shall submit satisfactory evidence confirming that such notice has been provided, to the satisfaction of the General Manager, Planning, Development and Building Services.
- (c) Prior to the decommissioning of the existing private watermain on the subject lands, the Owner acknowledges and agrees to provide a minimum of fifteen (15) calendar days' written notice to the owners of 413 and 447 March Road in advance of any planned decommissioning works. The Owner further acknowledges and agrees to coordinate the proposed watermain extension works along Steacie Drive and Station Road in a manner intended to minimize service disruption to the private water service servicing 413 and 447 March Road.
- (d) The Owner acknowledges and agrees that all notification, coordination and approvals required from the owners of 413 and 447 March Road is the Owner's sole responsibility, and the City has no obligation to secure or enforce such consent and shall not be liable for any disputes, claims, or delays that arise. The Owner further acknowledges and agrees that the City 100% of securities for the watermain works shall not be released until such time as the requirements of clauses (b) and (c) have been fulfilled to the satisfaction of the General Manager, Planning, Development and Building Services.

All of the above is to the satisfaction of the General Manager, Planning, Development and Building Services. The City shall bear no responsibility or liability arising from the Owner's failure to comply with the above clauses.

54. **Utility Circulation for Steacie Drive and Station Road Works**

Prior to the commence of any works on Steacie Drive and Station Road, the Owner acknowledges and agrees that a Utility Circulation will be required for the proposed local sanitary sewer extension on Steacie Drive and local watermain extension on Steacie Drive and Station Road as per the approved Plan and Profiles (PP-1 & PP-2) referenced in Schedule "E" herein, to the satisfaction of the General Manager, Planning, Development and Building Services. If through the Utility Circulation the location of the proposed local sanitary sewer or watermain changes, the Owner

further acknowledges and agrees to provide an updated plan to replace the approved Plan and Profiles (PP-1 & PP-2), to the satisfaction of the General Manager, Planning, Development and Building Services.

55. **Watermain Extension – Transfer of Ownership**

The Owner acknowledges and agrees that, in accordance with the City of Ottawa Water Distribution Guidelines and associated redundancy requirements, a watermain extension connecting Steacie Drive to Station Road shall be designed and constructed per the approved Site Servicing Plans and Plan and Profiles as part of this Site Plan Control application. The Owner further acknowledges and agrees that, upon successful completion of commissioning, testing, and final inspection of the municipal infrastructure works, ownership of the watermain and all associated appurtenances shall be conveyed to the City through this application, all to the satisfaction of the General Manager, Planning, Development and Building. The Owner further acknowledges and agrees that the City may retain securities for the subject works until such time as all requirements, deficiencies, and acceptance conditions have been addressed to the City's satisfaction.

As-built CAD Landscape Plan

Prior to the registration of this Agreement, the Owner acknowledges and agrees to provide a digital, georeferenced CAD or GIS file of the approved Landscape Plan, referenced in Schedule "E" herein, for inclusion in the City's tree inventory, to the satisfaction of the General Manager, Strategic Initiatives.

August 6, 2026

Date



Sean Moore
Manager, 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: D07-12-24-0086

SITE LOCATION

100 Steacie Drive, and as shown on Document 1.

SYNOPSIS OF APPLICATION

The Site Plan Control Application is to construct a four-storey apartment building containing 196 residential units and 196 parking vehicle spaces.

The subject site is located at the north-westerly extent of Steacie Drive, west of March Road and Teron Road, in the Kanata North Business Park. The property is an irregularly shaped lot with an area of 2.24 hectares and approximately 125 metres of frontage along Steacie Drive. It is currently vacant and undeveloped, occupied with a mix of grass and dense tree cover. Surrounding uses include the Renfrew rail corridor to the north; business park industrial lands to the east; a hydro corridor and open space to the south; and existing and developing low-rise residential neighbourhoods further south and west. The Kitzell drain flows along the site's westerly property line.

The proposed development includes four-storey residential apartment buildings 196 residential units and a total of 1,830.50m² of amenity space. A total of 196 vehicle parking spaces including 157 for residents and 39 for visitors as well as 98 bicycle parking spaces are provided throughout the development.

The site was rezoned through an Ontario Land Tribunal hearing on June 21, 2023 (Case No. OLT-22-004606). The site now meets all regulations under the Zoning By-Law.

Residential Units and Types

Dwelling Type	Number of Units
Apartment	196

Related Applications

The following applications are related to this proposed development:

- Zoning By-Law Amendment (File No. D02-02-20-0094)

DECISION AND RATIONALE

This application is approved for the following reasons:

- The proposal implements the zoning approved by the Ontario Land Tribunal issued on June 21, 2023 (OLT-22-004606) and is in compliance with all other applicable zoning provisions in Zoning By-law 2008-250.
- Condition 20 (Conveyance of Hydro Corridor Lands) has been included as the Owner has indicated their intention to dedicate the portion of their site currently located in the abutting hydro corridor to the City through this application. The lands to be dedicated have an approximate area of 0.55 hectares. The lands to be dedicated directly abut an existing City-owned park and already functionally operate as an extension of this park.
- The applicant is proposing to dedicate the portion of their site currently located within the abutting hydro corridor to the City as part of the proposed development. However, they still require access to the proposed storm pond at the rear for maintenance purposes. Condition 21 (Stormwater Management Pond Access) established the requirement for the City to grant an access easement of the paved access pathway in favour of the Owner, following the dedication of these lands.
- The proposed development includes the installation of infrastructure under the abutting rail corridor that is owned by the City. Condition 25 (Crossing Agreements) has been included to ensure that the Owner enters into the appropriate agreements with the City prior to conducting any works in the rail corridor.
- The proposed development is located within the Kanata North Economic District, which contains various industrial, technology industry, and other employment uses. Condition 26 (Notice on Title – Kanata North Economic District) has been included to ensure that future occupants are aware that higher levels of noise, dust, etc. may be experienced on the site as a result of its location within the economic district.
- A Rail Safety Report was submitted in support of the proposed development in order to confirm required safety measures for the site, as it is abutting an active rail corridor. The report includes several recommendations for safety measures based on the FCM/RAC Guidelines for New Development in Proximity to Railway Operations. Condition 27 (Rail Safety Measures) has been included to ensure the Owner implements the recommendations of the report. Condition 28 (Notice on Title – Rail Safety Measures) has been included to ensure that all occupants are made aware of the safety measures on site and associated obligations on the Owner.
- Conditions 52 (Existing Private Watermain Easement – 413 and 447 March Road) and 53 (Decommissioning of Private Watermain - Notification to Owners of 413

and 447 March Road) have been included as there is an existing watermain connection for 413 and 447 March Road that goes through the subject site and connects to infrastructure on Steacie Drive. The applicant is proposing to relocate 413 and 447 March Road's watermain connection to the new public 200 mm watermain being constructed through the development. It is the responsibility of the Owner to notify the affected properties and coordinate the decommissioning works.

- Technical issues have been resolved to the satisfaction of the City, through approved drawings and reports.
- Conditions of approval have been included to ensure the proposed development confirms to City policies and guidelines.
- The proposed site design 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

Councillor's Comments

Councillor Cathy Curry indicated the following comments:

"We, of course, have considerable objection to anything related to this development as it did not get approved at committee or Council. That is a pretty significant objection."

Response to Councillor Comments

Staff have approved the application based on the zoning for the site approved by the Ontario Land Tribunal.

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

TELUS Communications

TELUS Communications confirmed that the proposed development has no conflicts with their infrastructure.

Enbridge Gas Distribution

The applicant has been provided with comments from Enbridge Gas Distribution, which are to be addressed directly with Enbridge Gas Distribution.

Hydro Ottawa

The applicant has been provided with comments from Hydro Ottawa, which are to be addressed directly with Hydro Ottawa.

Mississippi Valley Conservation Authority

The Mississippi Valley Conservation Authority (MVCA) provided comments with regards to Stormwater Management Criteria, which are to be addressed by the applicant prior to final approval of this application. Comments have been included in the comment letter referenced in condition 2 of this report.

Nylene Canada ULC (Railway)

Nylene Canada ULC is the rail operator for the rail corridor directly abutting the site. They advised that all fencing needs to be installed prior to construction, a drainage study must be completed prior to construction, and any work performed in the rail ROW will require a flag person. Conditions of approval have been included in the report to address these requirements.

Advisory Committee Comments

N/A

APPLICATION PROCESS TIMELINE STATUS

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

Contact: Colette Gorni Tel: 613-580-2424, ext. 21239 or e-mail: Colette.Gorni@ottawa.ca

Document 1 – Location Map

