



**SITE PLAN CONTROL APPLICATION  
DELEGATED AUTHORITY REPORT  
MANAGER, DEVELOPMENT REVIEW - EAST**

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Site Location: 8466 Jeanne d'Arc Boulevard North

File No.: D07-12-19-0212

Date of Application: 20 December 2019

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This SITE PLAN CONTROL application submitted by Daniel Paquette of Paquette Planning Associates Ltd., on behalf of 9403434 Canada Inc. (Brigil), is APPROVED as shown on the following plan(s).

1. **Site Plan Block 8, Petrie's Landing Block 8**, Dwg. No. A100c, prepared by Neuf Architect(e)s, dated 22.03.28, Revision M, dated 22-03-28.
2. **Underground Parking Plan, General, Petrie's II Block 8**, Dwg. A200, prepared by Neuf Architect(e)s, dated 07/29/10, Revision M, dated 2022-02-25.
3. **Landscape Plan, Petrie's Landing II, Block 8**, prepared by Levstek Consultants Inc., dated June 2019, Revision 6, dated 14 April 2022.
4. **Details, Petrie's Landing II, Block 8**, prepared by Levstek Consultants Inc., dated June 2019, Revision 2, dated 14 April 2022.
5. **Roof Terrace Layout Plan**, Dwg. No. I-2.8, prepared by A4 Architecture & Design, dated 2021/11/19.
6. **North & South Elevations, Petrie's II Block 8**, Dwg. No. A400, prepared by Neuf Architect(e)s, dated 06/14/17, Revision I, dated 2022-02-25.
7. **West & East Elevations, Petrie's II Block 8**, Dwg. No. A401, prepared by Neuf Architect(e)s, dated 07/29/10, Revision I, dated 2022-02-25.
8. **Roof Plan, Petrie's II Block 8**, Dwg. No. A205, prepared by Neuf Architect(e)s, dated 06/14/17, Revision K, dated 2022-02-25.
9. **Notes and Legends, Petrie's Landing II Block 8**, Dwg. No. NL-1, prepared by Stantec Consulting Ltd., dated 19.06.20, Revision 4, dated 22.02.16.
10. **Site Servicing Plan, Petrie's Landing II Block 8**, Dwg. No. SSP-1, prepared by Stantec Consulting Ltd., dated 19.06.20, Revision 4, dated 22.02.16.

11. **Grading Plan, Petrie's Landing II Block 8**, Dwg. No. GP-1, prepared by Stantec Consulting Ltd., dated 19.06.20, Revision 4, dated 22.02.16.
12. **Storm Drainage Plan, Petrie's Landing II Block 8**, Dwg. No. SD-1, prepared by Stantec Consulting Ltd., dated 19.06.20, Revision 4, dated 22.02.16.
13. **Sanitary Drainage Plan, Petrie's Landing II Block 8**, SAN-1, prepared by Stantec Consulting Ltd., dated 19.06.20, Revision 4, dated 22.02.16.
14. **Erosion Control Plan and Detail Sheet, Petrie's Landing II Block 8**, Dwg. No. EC/DS-1, prepared by Stantec Consulting Ltd., dated 19.06.20, Revision 4, dated 22.02.16.
15. **Redi-Rock Retaining Wall Design (RR1), Petrie's Landing Block 8**, Dwg. No. PG4112-3, prepared by Paterson Group, date stamped 01/09/2021.
16. **Redi-Rock Retaining Wall Design (RR2), Petrie's Landing Block 8**, Dwg. No. PG4112-4, prepared by Paterson Group, date stamped 07/09/2021.
17. **Redi-Rock Retaining Wall Design (RR3), Petrie's Landing Block 8**, Dwg. No. PG4112-5, prepared by Paterson Group, date stamped 01/09/2021.
18. **Redi-Rock Retaining Wall Design (RR4), Petrie's Landing Block 8**, Dwg. No. PG4112-6, prepared by Paterson Group, date stamped 01/09/2021.

And as detailed in the following report(s):

1. **Site Servicing and Storm Water Management Brief, Petrie's Landing III Block 8**, prepared by Stantec Consulting Ltd., Project No. 160401331, dated February 18, 2022.
2. **Supplemental Geotechnical Investigation, Proposed Multi-Storey Buildings, Block 8 – Petrie's Landing II**, prepared by Paterson Group, Project No. PG4112-2, dated July 30, 2019.
3. **Geotechnical Assessment - Slope Review - Block 8 (Memorandum)**, prepared by Paterson Group, Project No. PG4112-MEMO.02, dated June 23, 2021.
4. **Scoped Environmental Impact Statement, Petrie II Block 8**, prepared by Bowfin Environmental Consulting Inc., dated December 2015, updated April 2022.
5. **Tree Conservation Report for 180 Prestige Circle, Petrie II, Block 8**, prepared by Bowfin Environmental Consulting, dated April 2, 2021.
6. **Transportation Impact Assessment Report, Petrie Landing II – 8466 Jeanne d'Arc Boulevard**, prepared by Parsons, dated February 23, 2021.
7. **Addendum Letter, Petrie's Landing Block 8** (an Addendum to Revision 2 of Traffic Noise Final Report, dated April 27, 2020), prepared by Gradient Wind, dated February 16, 2021.
8. **Phase One Environmental Site Assessment, Undeveloped Property, 8466 Jeanne d'Arc Boulevard**, prepared by GHD, dated August 20, 2019.

And subject to the following General and Special Conditions:

## **General Conditions**

1. The Owner shall enter into a standard site development agreement consisting of the following conditions. In the event that the Owner fails to enter into such agreement within one year, this approval shall lapse.

### **2. Prior to Site Plan Agreement**

The Owner acknowledges and agrees that all terms and conditions of the Site Plan Agreement with 3223701 Canada Inc., registered as Instrument No. OC1457405 on 4 March 2013, and the Amending Site Plan Agreements with 3223701 Canada Inc., registered as Instrument No. 1576807 on 1 May 2014 and Instrument No. OC2071677 on 17 January 2017, are reconfirmed and are in full force and effect except as otherwise varied or amended in this Agreement. The Owner further acknowledges and agrees that the relevant portion of the Approved Plans referenced in Schedule "E" hereto shall supersede and replace and/or be in addition to, as the case may be, the relevant sections of the corresponding Plans contained in the previous Site Plan Agreement(s).

### **3. Permits**

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

### **4. Stormwater Works Certification**

Upon completion of all stormwater management Works, the Owner acknowledges and agrees to retain the services of a Professional Engineer, licensed in the Province of Ontario, to ensure that all measures have been implemented in conformity with the approved Plans and Reports, referenced in Schedule "E" herein. The Owner further acknowledges and agrees to provide the General Manager, Planning, Real Estate and Economic Development with certificates of compliance issued by a Professional Engineer, licensed in the Province of Ontario, confirming that all recommendations and provisions have been implemented in accordance with the approved Plans and Reports referenced in Schedule "E" herein.

### **5. Barrier Curbs**

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

### **6. Reinstatement of City Property**

The Owner shall reinstate, at its expense and to the satisfaction of the General Manager, Planning, Real Estate and Economic Development, any property of the City, including, but not limited to, sidewalks, curbs and boulevards, which is damaged as a result of the subject development.

### **7. Construction Fencing**

The Owner acknowledges and agrees to install construction fencing, at its expense, in such a location as may be determined by the General Manager, Planning, Real Estate and Economic Development.

## **8. Extend Internal Walkway**

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

## **9. Completion of Works**

The Owner acknowledges and agrees that no new building will be occupied on the lands until all requirements with respect to completion of the Works as identified in this Agreement have been carried out and received Approval by the General Manager, Planning, Real Estate and Economic Development, including the installation of municipal numbering provided in a permanent location visible during both day and night and the installation of any street name sign on relevant streets. Notwithstanding the non-completion of the foregoing Works, occupancy of a lot or structure may otherwise be permitted, if in the sole opinion of the General Manager, Planning, Real Estate and Economic Development, the aforesaid Works are proceeding satisfactorily toward completion. The Owner shall obtain the prior consent of the General Manager, Planning, Real Estate and Economic Development for such occupancy in writing.

Until all requirements with respect to completion of the Works as identified in this Agreement have been carried out and received Approval by the General Manager, Planning, Real Estate and Economic Development, the Owner shall give notice to the City of a proposed conveyance of title to any building at least thirty (30) days prior to any such conveyance. No conveyance of title to any building shall be effective unless the Owner has complied with this provision.

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

## **10. Development Charges**

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

## **11. Development Charges – Instalment Option**

(a) The Owner acknowledges that for building permits issued after January 15, 2010, payment of non-residential development charges, excluding development charges for institutional developments, may be calculated in two (2) installments at the option of the Owner, such option to be exercised by the Owner at the time of the application for the building permit. The non-discounted portion of the development charge shall be paid at the time of issuance of the building permit and the discounted portion of the development charge shall be payable a maximum of two (2) years from the date of issuance of the initial building permit subject to the following conditions:

- (i) a written acknowledgement from the Owner of the obligation to pay the discounted portion of the development charges;
  - (ii) no reduction in the Letter of Credit below the amount of the outstanding discounted development charges; and
  - (iii) indexing of the development charges in accordance with the provisions of the City's Development Charges By-law, as amended.
- (b) The Owner further acknowledges and agrees that Council may terminate the eligibility for this two-stage payment at any time without notice, including for the lands subject to this

Agreement and including for a building permit for which an application has been filed but not yet issued.

- (c) For the purposes of this provision,
- (i) “discounted portion” means the costs of eligible services, except fire, police and engineered services, that are subject to 90% cost recovery of growth-related net capital costs for purposes of funding from development charges. The 10% discounted portion, for applicable services, must be financed from non-development charge revenue sources.
  - (ii) “non-discounted portion” means the costs of eligible services, fire, police and engineered services, that are subject to 100% cost recovery of growth-related net capital costs for purposes of funding from development charges.

## **Special Conditions**

### **12. Development Charges – Outer Greenbelt Development Area Charge**

The Owner agrees and acknowledges that upon registration of the Site Plan Agreement or the issuance of a conditional building permit, whichever comes first, it shall pay the development charges applicable to the Site related to the works associated with the Outer Greenbelt Development Area charge.

### **13. Snow Storage - setback**

In addition to the provisions set out in Section 17 of Schedule “C” to this Agreement, the Owner acknowledges and agrees that no snow storage will occur within the fifteen (15) metre setback from the top bank of the watercourse, pursuant to the City’s Zoning By-Law 2008-250, as amended.

### **14. Environmental Impacts**

- (a) The Owner acknowledges and agrees that due to the close proximity of the subject lands to the City’s existing and future transit operations, including the light rail rapid transit system, the proposed development, subsequent owners and/or occupants may experience noise, vibration, electromagnetic interferences, stray current transmissions, smoke and particulate matter (collectively referred to as the “Interferences”).
- (b) The Owner acknowledges and agrees that it has been advised by the City to apply reasonable attenuation measures with respect to the level of Interferences within the lands and on the proposed development.
- (c) The Owner acknowledges and agrees that a warning clause shall be included in all agreements of purchase and sale and lease agreements, as contained in Clause \_\_\_ herein below, in order to ensure subsequent owners and/or occupants are fully informed of the potential Interferences.

### **15. Noise Control Attenuation Measures**

The Owner acknowledges and agrees to implement the noise control attenuation measures recommended in the approved Addendum Letter, Petrie’s Landing Block 8 (an Addendum to Revision 2 of Traffic Noise Final Report, dated April 27, 2020), referenced in Schedule “E” of this Agreement, as follows:

- (a) all units are to be equipped with central air conditioning;
- (b) the location and installation of any outdoor air conditioning device(s) shall comply with the noise criteria of the Ministry of the Environment, Conservation and Parks' Publication NPC-216, dated 1993, and the Environmental Noise Guidelines for Installation of Residential Air Conditioning Devices, dated September 1994, as amended, in order to minimize the noise impacts both on and off the immediate vicinity of the subject lands;
- (c) 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; and
- (d) notice respecting noise shall be registered against the lands, at no cost to the City, and a warning clause shall be included in all agreements of purchase and sale or lease agreements, as detailed in paragraph 16 below.

#### **16. Notice on Title – Noise Control Attenuation Measures**

The Owner, or any subsequent owner of the whole or any part of the subject lands, acknowledges and agrees that all agreements of purchase and sale or lease agreements shall contain the following clauses, which shall be covenants running with the subject lands:

“The Purchaser/Lessee for himself, his heirs, executors, administrators, successors and assigns acknowledges being advised that noise levels due to increasing roadway and rail 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.”

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

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

“The Purchaser/Lessee covenants with the Vendor/Lessor that the above clauses, verbatim, shall be included in all subsequent agreements of purchase and sale, and lease agreements for the lands described herein, which covenant shall run with the said lands.”

#### **17. Certification Letter for Noise Control Measures**

The Owner acknowledges and agrees that upon completion of the development and prior to occupancy and/or final building inspection, it shall retain a Professional Engineer, licensed in the Province of Ontario with expertise in the subject of acoustics related to land use planning, to visit the lands, inspect the installed noise control measures and satisfy himself that the installed recommended interior noise control measures comply with the measures in the Addendum Letter, Petrie's Landing Block 8 (an Addendum to Revision 2 of Traffic Noise Final Report, dated April 27, 2020), referenced in Schedule “E” hereto, as approved by the City and/or the approval agencies and authorities (The Ministry of the Environment, Conservation and Parks) or noise thresholds identified in the City's Environmental Noise Control Guidelines. The Professional

Engineer shall prepare a letter to the General Manager, Planning, Real Estate and Economic Development (the "Certification Letter") stating that he certifies acoustical compliance with all requirements of the applicable conditions in this Agreement, to the satisfaction of the General Manager, Planning, Real Estate and Economic Development.

#### **18. 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 Supplemental Geotechnical Investigation and the Geotechnical Assessment - Slope Review - Block 8 Memorandum (the "Reports"), referenced in Schedule "E" herein, are fully implemented. The Owner further acknowledges and agrees that it shall provide the General Manager, Planning, Real Estate and Economic Development with confirmation issued by the geotechnical engineer that the Owner has complied with all recommendations and provisions of the Reports, prior to construction of the foundation and at the completion of the Works, which confirmation shall be to the satisfaction of the General Manager, Planning, Real Estate and Economic Development.

#### **19. Soil Management**

The Owner acknowledges and agrees to retain an environmental consultant to identify areas on the subject lands where excess soils, fill and/or construction debris are present and are to be removed from the Site in accordance with the direction of the environmental consultant and/or on-site geotechnical engineer. If through further testing any of these materials are found to be contaminated, the Owner acknowledges and agrees to dispose, treat or recycle these materials at a waste disposal site or landfill licensed for that purpose by the Ministry of the Environment, Conservation and Parks.

#### **20. 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.

#### **21. Site Dewatering**

The Owner acknowledges and agrees that while the site is under construction, any water discharged to the sanitary sewer due to dewatering shall meet the requirements of the City's Sewer Use By-law No. 2003-514, as amended. The Owner further acknowledges and agrees that if dewatering is required in excess of 400,000 L/day on Site for approved works, it shall apply to the MOECC for a Permit to take water approval at its cost.

#### **22. 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.

### **23. Exterior Elevations Drawings**

The Owner acknowledges and agrees to construct the proposed building in accordance with the approved Elevation drawings, referenced in Schedule "E" herein. The Owner further acknowledges and agrees that any subsequent proposed changes to the approved Elevations Plans shall be filed with the General Manager, Planning, Real Estate and Economic Development and agreed to by both the Owner and the City prior to the implementation of such changes. No amendment to this Agreement shall be required.

### **24. Residential Waste and Recycling Collection**

The Owner acknowledges and agrees that the City will provide waste collection and cart (and/or container) recycling collection for the residential units, at the Owner's expense. The Owner shall provide an adequate storage room or space for waste containers and recycling carts (and/or containers) in the location shown on the approved Site Plan referenced in Schedule "E" hereto. The Owner acknowledges and agrees that it is recommended that the containers and carts be placed on a concrete floor. The Owner shall provide an adequate constructed road access to the waste/recycling storage room or area suitable for waste/recycling vehicles as direct access to the containers and carts is required. The Owner acknowledges and agrees that any additional services (i.e., winching of containers) may result in extra charges.

### **25. Tree Protection**

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

- (a) Erect a fence at the critical root zone (CRZ) of trees, defined as ten (10 cm) centimetres from the trunk for every centimetre of trunk DBH (i.e.,  $CRZ = DBH \times 10cm$ );
- (b) Tunnel or bore when digging within the CRZ of a tree;
- (c) Do not place any material or equipment within the CRZ of the tree;
- (d) Do not attach any signs, notices or posters to any tree;
- (e) Do not raise or lower the existing grade within the CRZ without the approval of the General Manager, Planning, Real Estate and Economic Development;
- (f) Do not damage the root system, trunk or branches of any tree; and
- (g) Ensure that exhaust fumes from all equipment are not directed towards any tree's canopy.

### **26. Tree Protection and Permit**

The Owner acknowledges and agrees to abide by the City's Tree Protection Bylaw, being By-Law No. 2020-340, as amended, and that all trees to be retained shall be protected in accordance with an approved Tree Permit and the Tree Conservation Report referenced in Schedule "E" hereto. In addition, any trees to be removed shall be removed also in accordance with an approved Tree Permit and the Tree Conservation Report.



## **27. Cash-in-Lieu of Parkland**

The Owner shall pay cash-in-lieu of parkland in accordance with the Parkland Dedication By-law of the City of Ottawa, as well as the fee of \$500.00 plus H.S.T. of \$65.00 for appraisal services, only for that portion attributed to the increase in the overall subdivision development density over that which was previously approved and against which cash-in-lieu of parkland was already assessed at the time of registration of the subdivision. The monies are to be paid at the time of execution of the Site Plan Agreement. Pursuant to the City's Parkland Dedication By-law, being By-law No. 2009-95, as amended, 40% of said funds collected shall be directed to City wide funds, and 60% shall be directed to Ward 1 funds.

## **28. Rideau Valley Conservation Authority**

The Owner acknowledges and agrees that a portion of the property is within the regulatory area of the Rideau Valley Conservation Authority in accordance with Ontario Regulation 174/06 "Development, Interference with Wetlands and Alterations to Shorelines and Watercourses Regulation", under Section 28 of the Conservation Authorities Act, R.S.O. 1990, c.C.27. The Owner agrees that if there will be any alteration, straightening, changing, diverting or interfering with any watercourse, that it will obtain such approval and/or permits as may be required from the Rideau Valley Conservation Authority, and further agrees to file copies of such permits with the General Manager, Planning, Real Estate and Economic Development prior to issuance of a Commence Work Order. The Owner further acknowledges and agrees that no site alterations, including grading and construction, within the regulated area shall be undertaken in advance of receiving such permits from the Rideau Valley Conservation Authority.

## **29. School Accommodation**

- (a) The Owner acknowledges and agrees to inform prospective purchasers that school accommodation pressures exist in the Ottawa-Carleton District School Board schools designated to serve this development, which are currently being addressed by the utilization of portable classrooms and/or by directing students to schools outside their community.
- (b) The Owner acknowledges and agrees that a notice-on-title respecting school accommodation concerns, as contained in Clause 30 hereinafter, shall be registered on title to the subject lands, at the Owner's expense, and a warning clause shall be included in all agreements of purchase and sale and lease agreements.

## **30. Notice on Title - School Accommodation**

The Owner, or any subsequent owner of the whole or any part of the subject lands, acknowledges and agrees that all agreements of purchase and sale or lease agreements shall contain the following clauses, which shall be covenants running with the subject lands:

"The Purchaser/Lessee for himself, his heirs, executors, administrators, successors and assigns acknowledges being advised that the Ottawa-Carleton District School Board has pupil accommodation concerns for this dwelling unit. The Purchaser/Lessee agrees to inform prospective purchasers or tenants in all subsequent agreements of purchase and sale and lease agreements that school accommodation pressures exist in the Ottawa-Carleton District School Board, which are currently being addressed by the utilization of portable classrooms and/or by directing students to school outside their community."

"The Purchaser/Lessee covenants with the Vendor/Lessor that the above clauses, verbatim, shall be included in all subsequent agreements of purchase and sale, and lease agreements for the lands described herein, which covenant shall run with the said lands."

### **31. Canada Post**

The Owner acknowledges and agrees that Canada Post will provide mail delivery service to the Site through a centralized lock box assembly located in proximity to the building's principal ground floor entrance, and that the Owner shall supply, install and maintain the mail delivery equipment within the building to Canada Post's specifications.

### **32. 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.

### **33. Release of Previous Agreements**

The Owner and the City agree that the Amending Site Development Agreement registered on 17 January 2019 as Instrument No. OC2071677, and the Agreements registered on 17 January 2019 as Instrument Nos. OC2071678 and OC2071683, can be released from title to the subject lands described in Schedule "A" hereto upon registration of this Agreement. The Owner acknowledges and agrees that the release of the aforementioned agreements shall be registered by the City, and all costs shall be borne by the Owner.

June 1, 2022

\_\_\_\_\_  
Date



\_\_\_\_\_  
Geraldine Wildman, RPP, MCIP  
Acting Manager, Development Review – East  
Planning, Infrastructure and Economic Development  
Department

Enclosure: Site Plan Control Application approval – Supporting Information



## SITE PLAN CONTROL APPROVAL APPLICATION SUPPORTING INFORMATION

**File Number:** D07-12-19-0212

### SITE LOCATION

The site, addressed 8466 Jeanne d'Arc Boulevard Renaud, also known as 180 Prestige Circle, Road, is situated on the southeast corner of the intersection of Jeanne d'Arc Boulevard and Prestige Circle within Ward 1 of Orléans, as shown on the attached Document 1 - Location Map.

### SYNOPSIS OF APPLICATION

The 0.75-ha. vacant site is the last remaining parcel of land to be developed in the secluded Prestige Circle subdivision that is situated between Highway 174 and the Ottawa River. The site is surrounded to the west and south by the existing and developing high-density, low-rise residential apartment buildings that define the Prestige Circle enclave. Abutting the site to the east is the well-defined valley lands of Belleview Creek that drains directly north to the Ottawa River. To the north across Jeanne d'Arc Boulevard and descending the river escarpment are the environmental protection lands associated with the Ottawa River shoreline wetland complex.

The site characteristics consist mainly of scrubby vegetation throughout and was used until recently as a construction staging area for the subdivision. While the development site itself is rather level and featureless, it slopes gently downward toward Jeanne d'Arc Boulevard and substantially more toward the heavily wooded valley lands along Brisebois Creek.

In 2018, site plan control approval was granted for the development of a proposed four-storey retirement home on the subject site, referred to as Block 8 in reference to the eighth and final building block within the subdivision. The retirement home featured 93 dwellings/rooms and 86 on-site underground and surface parking spaces, access to which was from Prestige Circle. The building's main entrance faced Prestige Circle. An agreement was entered into with the current owner and registered in January 2019. However, later that year, the owner abandoned the plans for a retirement home development and instead filed applications for a zoning by-law amendment and site plan control approval to increase the overall allowable development density of the subdivision to permit a 10-storey apartment building on the subject site.

The zoning amendment application (File No. D02-02-19-0147), filed concurrently with the subject site plan control application in December 2019, requested to increase the overall subdivision development density from 100 to 126.5 units/hectare in support of the proposed high-rise residential apartment building containing 214 dwelling units. While the Zoning By-law permits an apartment building of ten storeys, the proposed high-rise building and the associated significant increase in overall development density was met with considerable public opposition. The owner subsequently abandoned the planned high-rise apartment building and instead proposed a more modest increase in the maximum allowable development density to accommodate a four-storey apartment building containing 112 dwelling units. The revised zoning amendment application was approved Council by By-law 2021-277 in September 2021, and the site plan control

application also was revised accordingly and now proposes the four-storey apartment building development, which is the subject of this report.

The subject revised site plan control application proposes the development of a four-storey, L-shaped apartment building consisting of 112 dwelling units. The building is oriented along both Jeanne d'Arc Boulevard and Prestige Circle, with the principal entrances along Prestige Circle and internal to the site accessible by walkway leading from the surface parking area. Access to the underground parking garage and surface parking area within the south yard is taken from Prestige Circle via an on-site driveway. The outdoor screened refuse storage area is also accessed from the driveway.

A total of 137 resident parking spaces are provided within the parking garage, and 22 surface visitor spaces align both sides of the on-site driveway that leads to the underground garage. A total of 56 bicycle parking spaces are provided in the garage for the residents' use, and an additional 20 visitor bicycle spaces are provided on site.

The site is well landscaped throughout, including the provision of a rooftop terrace combined with a sizeable, secluded garden area overlooking the heavily wooded creek valley lands to provide ample communal outdoor amenity space for residents' use. A combination of deciduous and coniferous tree planting is provided along the top of the creek slope to augment and restore the edge of the existing wooded area. To address the resulting changes in grading due to the proposed site development, several decorative stone retaining walls of 1.0 to 2.0 metres in height are featured within the yard adjacent to Brisebois Creek and one prominently installed at the intersection of the two public streets.

The primary architectural finishes consist of light colours of manufactured stone along the base of the building, clay brick above to the height of the third storey topped off with pre-painted horizontal metal siding at the upper level. A rhythm of ground-supported balcony deck structures with glass railings are prominently featured along each building face and at the corners of the building. The rooftop terrace features a wood latticework structure and a glass railing enclosure to match the balcony railings. The principal entrances to the building are covered by overhead canopies.

The proposed site development is to be serviced by sanitary and stormwater sewer and water main connections to the existing municipal services within Prestige Circle. A 20-metre long, 900mm diameter storage pipe is proposed under the internal driveway to accommodate the on-site stormwater storage requirements.

The site is subject to several blanket easements in favour of the utility companies as well as a 5.0-metre wide utility easement along the site's entire frontage of Jeanne d'Arc Boulevard. None of the easements negatively impact the proposed development; they have been accounted for in the site design. Also, the two 30cm reserves in effect along both public street frontages, specifically Blocks 9 and 12, Plan 4M-1426, were recently lifted by By-law 2022-121 on 11 May 2022 to provide legal lot frontage for the development site for zoning interpretation and compliance purposes. The by-law to open and dedicate the reserves as public highway is to be registered in the coming days.

## **DECISION AND RATIONALE**

This application is approved for the following reasons:

- The site development conforms in every respect to the applicable General Urban Area policies of the Official Plan set out in Section 3.6.1, which designation generally permits a broad range of low-rise housing types and densities and non-residential uses. For sites

within the General Urban Area and outside of those specific land use designations targeted for intensification, such as the subject site, building heights predominantly are limited to low-rise, or four storeys. The proposed low-rise apartment development is consistent with this policy intent.

The policies further state that development applications are to conform with Sections 2.5.1 and 4.11 of the Plan, which contain the objectives and principles to guide and assess the urban design and compatibility of intended uses. Within the context of the site's surrounding existing low-rise residential uses, the proposed development is compatible in both scale and built form and, therefore, conforms with these policies. The proposed apartment building both frame the abutting public streets and enhance the streetscapes.

- Subject to the imminent registration of By-law 2022-121 to lift the 30cm reserves along Jeanne d'Arc Boulevard and Prestige Circle to establish them as common and public highway, the site development complies in every respect with the "Residential Fifth Density, Subzone A" with site-specific exception 1409 (R5A[1409]) zone of the City's Consolidated Zoning By-law 2008-250.
- The proposed low-rise residential development also is consistent with the *Urban Design Guidelines for Greenfield Neighbourhoods* and the objectives of the *Building Better and Smarter Suburbs* (BBSS). The site design is well planned, efficiently laid out and would integrate well with the surrounding built form and street pattern. It would be a positive contribution to the surrounding developing community through public realm and streetscape enhancements and quality design.
- The site development proposal was supported by a Zoning By-law Amendment application (File No. D02-02-19-0147) filed at the same time as the subject application for Site Plan Control Approval. The Zoning Amendment, as later revised, proposed to change the maximum residential development density provision in Exception 1409 specific only to the subject site rather than to the entire subdivision. The revised exception provision now permits development on the specific site to a maximum of 150 dwelling units/hectare – 112 units in actual dwelling yield – to permit the specific proposed site development. The Zoning By-law Amendment was passed by Council on 8 September 2021 by By-law 2021-0277 and is in full force and effect.
- The proposed site, servicing and landscape design for the low-rise residential apartment building development, subject to the proposed conditions of approval, are reasonable and appropriate in the context of the surrounding development, and, therefore, represent good and responsible planning and site design.

The above conditions of site plan control approval would serve to ensure that the development proceeds in accordance with the approved plans and conditions of site plan control approval.

## **PARKLAND DEDICATION**

Parkland dedication, in accordance with By-law 2009-95, is being satisfied by this approval through the taking of cash-in-lieu of parkland only for that portion attributed to the increase in development density over that which was previously approved and against which cash-in-lieu of parkland was already assessed, as detailed in the above condition.

## **CONSULTATION DETAILS**

### **Councillor's Concurrence**

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

### **Public Comments**

This application was subject to public circulation under the Public Notification and Consultation Policy. Public comments were received, and City staff considered them in the review and evaluation of the application. No comments from community organizations were received in response to the revised site development proposal.

#### Summary of public comments and responses

Public submissions from only one member of the public were received in direct response to the revised site development proposal. The essence of the comment was that the development proponent should be required to respect the integrity of the adjacent creek and valley lands, repair any damage caused to it, stay clear of it, continue to ensure its stability from soil erosion and protect it and the resident wildlife from future encroachments, dumping and/or harm by human activity.

Response:

Revised environmental site assessment and geotechnical investigation reports were submitted and reviewed by both the RVCA and City staff. The revised reports addressed much of the above aspects, including the slope stability conditions. Both City staff and the RVCA are satisfied with the revised reports and their conclusions. Condition 28 has been included to protect the Authority's regulatory requirements in this regard.

### **Technical Agency/Public Body Comments**

#### Summary of Comments –Technical

Comments were received from the representatives of a few utility companies and agencies, including Canada Post, Hydro One, Bell Canada, and the Rideau Valley Conservation Authority, all of whom either provided comments and/or requested conditions be included in the conditions of site plan control approval.

In addition, the Ottawa-Carleton District School Board requested that its standard notice to purchasers concerning school accommodation pressures be included in the conditions of site plan control approval.

#### Response to Comments –Technical

All of the technical comments received have been adequately addressed. Conditions 28 and 31 have been included in the above special conditions of site plan control approval to address specific agency matters of interest, and Conditions 29 and 30 have been included to address the School Board's interests.

## **Advisory Committee Comments**

### Summary of Comments – Advisory Committees

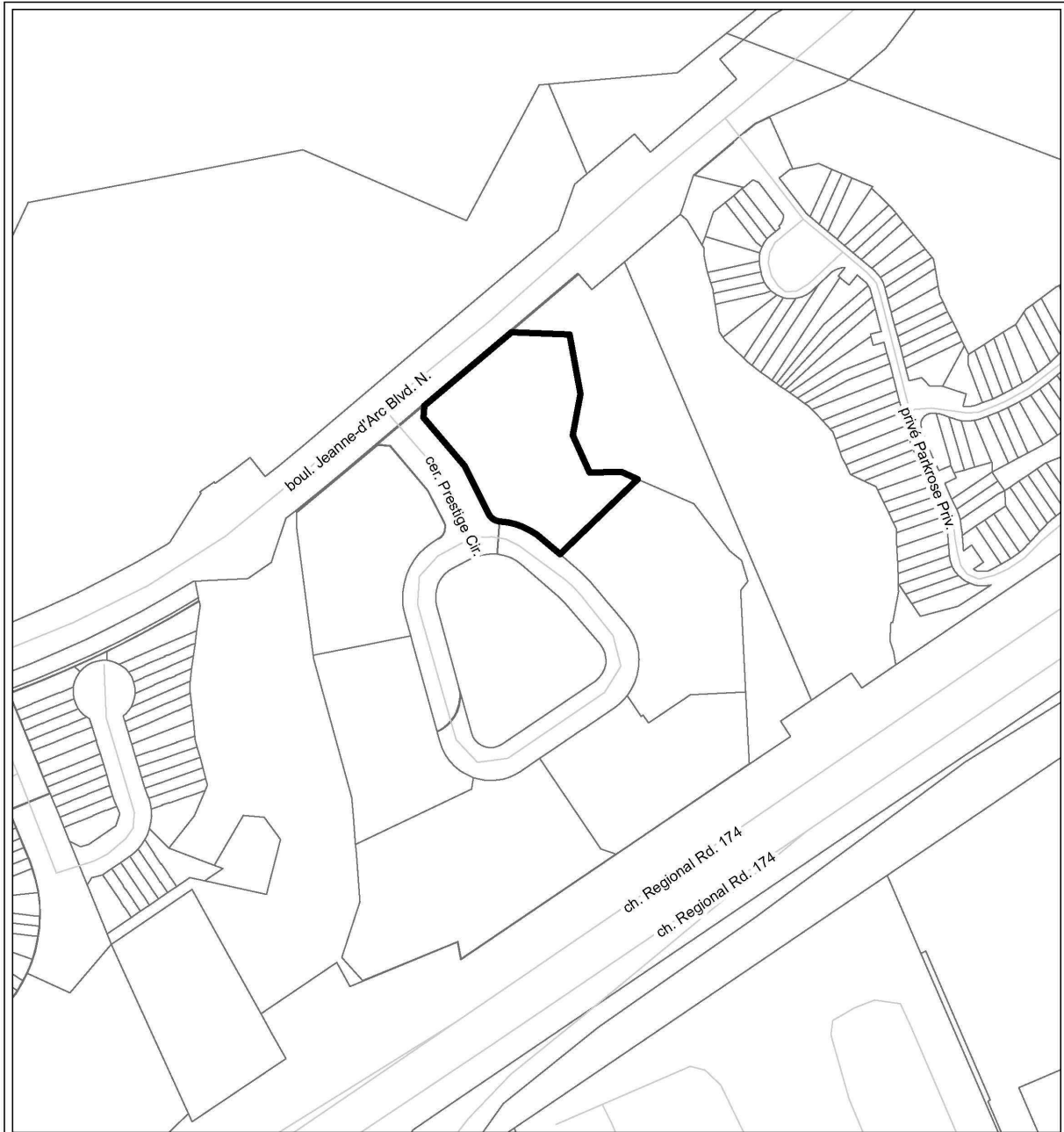
N/A.

## **APPLICATION PROCESS TIMELINE STATUS**

This Site Plan application was not processed by the On Time Decision Date established for the processing of an application that has Manager Delegated Authority due to the mid-process substantial change in the proposed development from the original 10-storey apartment building to the current four-storey proposal, and due to the time required for City staff and the proponent to address the subsequent various site design and technical issues that were raised during the review process.

**Contact:** Michael Boughton; Tel: 613-580-2424, ext. 27588; or e-mail: Michael.Boughton@ottawa.ca.

# Document 1 – Location Map



		LOCATION MAP / PLAN DE LOCALISATION SITE PLAN / PLAN DE EMPLACEMENT	
D07-12-19-0212	22-0418-X	 <b>Part of / Partie de 8466 boul. Jeanne-d'Arc Blvd. N.</b>	
I:\CO\2022\Site\JeannedArc_8466			
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