



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

Site Location: 1 Dunbar Court

File No.: D07-12-20-0139

Date of Application: October 23, 2020

This SITE PLAN CONTROL application submitted by Jane Thompson Architect, on behalf of Nepean Housing Corporation, is APPROVED as shown on the following plan(s):

1. **Site Plan**, A-1, prepared by Jane Thompson Architect, dated May 26, 2021, revision 3 dated 2021-07-20.
2. **Site Plan Detail**, A-1a, prepared by Jane Thompson Architect, dated May 26, 2021, revision 3 dated 2021-07-20.
3. **Building Area Layout**, L-01, prepared by Ruhland & Associates Ltd., dated 2021 10 21, revision 02 dated 2021 03 15.
4. **West and North Elevations**, A-9, prepared by Jane Thompson Architect, dated 2020-10-21.
5. **East and South Elevations**, A-10, prepared by Jane Thompson Architect, dated 2020-10-21.
6. **Site Servicing Plan (South)**, C-1, prepared by D.B. Gray Engineering Inc., dated January 21-20, revision 4 dated MAR 12-21.
7. **Site Servicing Plan (North)**, C-2, prepared by D.B. Gray Engineering Inc., dated January 21-20, revision 4 dated MAR 12-21.
8. **Existing Conditions & Decommissioning**, C-3, prepared by D.B. Gray Engineering Inc., dated January 21-20, revision 4 dated MAR 12-21.
9. **Grading Plan and Erosion & Sediment Control Plan**, C-4, prepared by D.B. Gray Engineering Inc., dated January 21-20, revision 4 dated MAR 12-21.
10. **Grading Plan and Erosion & Sediment Control Plan (South)**, C-5, prepared by D.B. Gray Engineering Inc., dated January 21-20, revision 4 dated MAR 12-21.
11. **Notes & Details**, C-6, prepared by D.B. Gray Engineering Inc., dated January 21-20, revision 4 dated MAR 12-21.
12. **Details**, C-7, prepared by D.B. Gray Engineering Inc., dated January 21-20, revision 4 dated MAR 12-21.
13. **Overall Site Plan**, C-8, prepared by D.B. Gray Engineering Inc., dated January 21-20, revision 4 dated MAR 12-21.

14. **Drainage Plan**, C-9, prepared by D.B. Gray Engineering Inc., dated January 21-20, revision 4 dated MAR 12-21.
15. **Layout**, L-01, prepared by Ruhland & Associates Ltd., dated 2020 10 21.
16. **New Parking Layout, Plan Lists & Details**, L-02, prepared by Ruhland & Associates Ltd., dated 2020 10 21, revision 2 dated 2021 03 15.

And as detailed in the following report(s):

1. **Servicing Brief Stormwater Management Report, Prepared by D.B. Gray Engineering Inc.**, dated March 12, 2021, revised March 12, 2021.
2. **Geotechnical Investigation Nepean Housing Infill Project Dunbar Court Ottawa, Ontario**, prepared by LRL Engineering, dated March 2020.
3. **Stationary Noise Feasibility Assessment 1 Dunbar Court Ottawa, Ontario**, prepared by Gradient Wind Engineers & Scientists, dated June 14, 2021.
4. **Roadway Traffic Noise Assessment 1 Dunbar Court Ottawa, Ontario**, prepared by Gradient Wind Engineering, dated November 13, 2020.
5. **Tree Conservation Report Apartment Building Development Dunbar Court City of Ottawa**, prepared by Ruhland & Associates Limited, dated October 21, 2020, revised March 02, 2021.
6. **Phase I Environment Site Assessment 14, 16, 18 and 20 Dunbar Court Ottawa, Ontario**, prepared by Kollaard Associates Engineers, dated February 11, 2020.

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

Requirements

1. The Owner shall submit a certificate of insurance in a form satisfactory to the City. The certificate of insurance must be issued in favor of the City of Ottawa in an amount not less than five million dollars per occurrence, must contain an endorsement naming the City as an additional insured and an unconditional thirty days notice of any material change or cancellation of the policy.

General Conditions

1. Execution of Agreement Within Two Years

The Owner shall enter into this Site Plan Control Agreement, including all standard and special conditions, financial and otherwise, as required by the City. In the event that the Owner fails to sign this Agreement and complete the conditions to be satisfied prior to the signing of this Agreement within two (2) years of Site Plan approval, the approval shall lapse.

2. 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, Infrastructure and Economic Development.

3. **Water Supply For Fire Fighting**

The Owner shall provide adequate water supply for fire fighting for every building. Water supplies may be provided from a public water works system, automatic fire pumps, pressure tanks or gravity tanks

4. **Mountable Curbs**

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

5. **Reinstatement of City Property**

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

6. **Construction Fencing**

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

7. **Construct Sidewalks**

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

8. **Extend Internal Walkway**

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

9. **Completion of Works**

The Owner acknowledges and agrees that no building or no new building (if existing building on site that is to be occupied during construction) shall be occupied on the lands, nor will the Owner convey title to any building 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, Infrastructure 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, conveyance and/or occupancy of a lot or structure may otherwise be permitted, if in the sole opinion of the General Manager, Planning, Infrastructure and Economic Development, the aforesaid Works are proceeding satisfactorily toward completion. The Owner shall obtain the prior consent of the General Manager, Planning, Infrastructure and Economic Development for such conveyance and/or occupancy in writing.

Special Conditions

10. Access to the City of Ottawa

The Owner shall grant to the City a Blanket Easement over the lands, with the right and licence of free, uninterrupted, unimpeded and unobstructed access to the City, its servants, agents, contractors, and sub-contractors, 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 Watermains, 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.

11. 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);
 - (ii) and 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, Infrastructure and Economic Development, from a Professional Engineer, licensed in the Province of Ontario, that the site lighting has been constructed in accordance with the Owner's approved design plan.

12. **Geotechnical Engineering and Soils**

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 Slope Stability Analysis Report and the Approved Retaining Wall Plan.

13. **Geotechnical Investigation**

The Owner acknowledges and agrees that it shall retain the services of a geotechnical engineer, licensed in the Province of Ontario, to ensure that the recommendations of the Geotechnical Investigation and Geotechnical Memorandums (the "Report and Memorandums"), referenced in Schedule "E" herein, are fully implemented. The Owner further acknowledges and agrees that it shall provide the General Manager, Planning, Infrastructure and Economic Development with confirmation issued by the geotechnical engineer that the Owner has complied with all recommendation and provisions of the Report and Memorandums, 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, Infrastructure and Economic Development.

14. **Utilities**

Where the relocation or removal of any existing on-site/adjacent utility facility, including water, sewer, electrical, gas, telephone and cablevision, is required as a direct result of the development, the Owner shall pay the actual cost associated therewith to the satisfaction of the appropriate utility authority.

The Owner shall coordinate the preparation of an overall utility distribution plan showing the location (shared or otherwise) and installation, timing and phasing of all required utilities (on-grade, below-grade or above-grade), including on-site drainage facilities and streetscaping) – such location plan shall be to the satisfaction of all affected authorities and shall consider their respective standards and specifications manuals, where applicable.

15. **Maintenance of Services During Construction**

The Owner acknowledges and agrees that services will be maintained for neighbouring dwelling units on the property while works are being conducted on site to the satisfaction of the General Manager, Planning, Infrastructure and Economic Development.

16. **Flow Control Roof Drains**

The Owner acknowledges and agrees to install and maintain in good working order the required roof control devices, as recommended in the approved Site Servicing plan, 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.

17. **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, Infrastructure 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, Infrastructure 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, Infrastructure 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, Infrastructure and Economic Development.

18. **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, Infrastructure 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.

19. **Private Systems: 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.

20. **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 flow control roof drains 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 flow control roof drains 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, Infrastructure and Economic Development.

21. **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, Public Works and Environmental 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, Public Works and Environmental Services when such repairs have been completed.

22. **Permanent Features**

The Owner acknowledges and agrees that no permanent features shall be permitted above and below grade within the City’s widened right-of-way or corner sight triangle, including commercial signage, except as otherwise shown on the approved Site Plan referenced in Schedule E” herein.

23. **Noise Study**

The Owner agrees to prepare and implement a noise study in compliance with the City of Ottawa Environmental Noise Control Guidelines to the satisfaction of the General Manager, Planning, Infrastructure and Economic Development Department. The Owner shall implement the noise control attenuation measures recommended in the approved noise study.

24. **Certification Letter for Noise Control Measures**

- (a) 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 Noise Impact Assessment Studies 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, Infrastructure 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, Infrastructure and Economic Development.
- (b) The Certification Letter shall be unconditional and shall address all requirements as well as all relevant information relating to the development, including project name, lot numbers, building identification, drawing numbers, noise study report number, dates of relevant documents and in particular reference to the documents used for the building permits and site grading applications. The Certification Letter(s) shall bear the certification stamp of a Professional Engineer, licensed in the Province of Ontario, and shall be signed by said Professional Engineer, and shall be based on the following matters:
 - (i) Actual site visits, inspection, testing and actual sound level readings at the receptors;
 - (ii) Previously approved Detailed Noise Control Studies, Site Plan and relevant approved Certification Letters (C of A) or Noise thresholds of the City's Environmental Noise Control Guidelines; and
 - (iii) Non-conditional final approval for release for occupancy.
- (c) All of the information required in subsections (a) and (b) above shall be submitted to the General Manager, Planning, Infrastructure and Economic Development, and shall be to his satisfaction.

25. **Noise Control Attenuation Measures**

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

- (a) each unit is to be fitted with a forced air heating system and ducting, and shall be sized to accommodate central air conditioning.
- (b) further to subsection (a) 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 entitled 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) 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 30 below.

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

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

Type A – Increasing Roadway Traffic

"The Purchaser/Lessee for himself, his heirs, executors, administrators, successors and assigns acknowledges being advised that noise levels due to increasing roadway 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 C – Forced Air Heating System and Ducting

"The Purchaser/Lessee for himself, his 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 himself, his 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 entitled 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."

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."

27. **Waste and Recycling Collection (Standard Collection)**

(a) Residential Units

The Owner acknowledges and agrees that the City will provide waste collection and cart (and/or container) recycling collection for the residential units. The Owner shall provide an adequate storage room or space for waste containers and recycling carts (and/or containers). 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.

28. **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, Infrastructure 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.

29. **Tree Permit**

The Owner acknowledges and agrees that any trees to be removed shall be removed in accordance with an approved Tree Permit and Tree Conservation Report, and in accordance with the City's Tree Protection By-law, being By-Law No. 2020-340, as amended. The Owner further acknowledges and agrees that a copy of the approved Tree Permit and Tree Conservation Report shall be posted on the construction site at all times until Approval is granted by the City for such Works.

30. **Joint Use, Maintenance and Liability Agreement**

- (a) The Owner acknowledges and agrees that should the lands be severed in the future by means other than a Declaration of a Condominium, it shall ensure that the future owner of the freehold units shall enter into a Joint Use, Maintenance and Liability Agreement which shall be binding upon the owners and all subsequent purchasers to deal with the joint use, maintenance and liability of the common elements, including but not limited to any private roadway(s) and concrete sidewalks; common grass areas; common party walls, exterior walls; common structural elements such as the roof, foundations; common parking areas; sewers and watermains, for the mutual benefit and joint use of the owners; and any other elements located in the common property; and the Joint Use, Maintenance and Liability Agreement shall be filed with the General Manager, Planning, Infrastructure and Economic Development.
- (b) The Owner shall file with the General Manager, Planning, Infrastructure and Economic Development, an opinion from a solicitor authorized to practice law in the Province of Ontario that the Joint Use, Maintenance and Liability Agreement is binding upon the owners of the land and all subsequent purchasers to deal with the matters referred to Paragraph ____ (a) above.
- (c) The Owner acknowledges and agrees that the Joint Use, Maintenance and Liability Agreement shall be registered on the Owner's lands at no cost to the City, and a copy of the registered agreement shall be provided to the General Manager, Planning, Infrastructure and Economic Development.
- (d) The Owner acknowledges and agrees that the Joint Use, Maintenance and Liability Agreement shall include a clause that transfers all legal and financial obligations required under the Joint Use, Maintenance and Liability Agreement to future owners, successors and assigns in title of the subject lands.

September 15, 2021

Date



Erin O'Connell
Manager (A), Development Review West
Planning, Infrastructure and Economic
Development Department

Enclosure: Site Plan Control Application approval – Supporting Information



SITE PLAN CONTROL APPROVAL APPLICATION SUPPORTING INFORMATION

File Number: D07-12-20-0139

SITE LOCATION

The site is municipally known as 1 Dunbar Court, which is located off of Bateman Drive, east of Greenbank Road and north of Gibbard Avenue, and as shown on Document 1.

SYNOPSIS OF APPLICATION

The subject site is an irregular-shaped parcel with an approximate area of 12,778 square metres. The site is currently occupied by nine blocks of two-storey townhouses (46 units total) with attached carports, surface parking and landscaped areas. Surrounding uses include existing low-rise residential homes and a police station to the north; a low-rise apartment building to the east; and commercial uses to the west.

A Zoning By-law Amendment application (File No. D02-02-21-0103) was considered concurrently with the subject application, which was passed by Ottawa City Council on May 26, 2021 and received no appeals. The Zoning By-law Amendment provided relief from the following zoning provisions: minimum lot width, location of parking, minimum aisle width, and minimum side yard setback.

The purpose of the Site Plan Control application is to permit the development of a three-storey apartment building with 31 units. The proposed building will replace one of the existing townhouse blocks on the site, which contains four units. As a result, the total unit count for the site would increase to 73 units. The parking for the site is to be reconfigured in order to add 21 new vehicle parking spaces to the site. A total of 41 parking spaces will be available to residents of the proposed building, including 37 resident spaces and 6 visitor spaces. The site will continue to be accessed from the existing access on Bateman Drive.

DECISION AND RATIONALE

This application is approved for the following reasons:

- The proposal conforms to the General Urban Area designation of the Official Plan;
- The proposal conforms to all relevant provisions of the Zoning By-law, including those specific to the R4X Zone and Exception 2703;

- Zoning By-law Amendment 2021-179 has been enacted by Ottawa City Council , providing relief from certain provisions of the R4X Zone, and other relevant provisions of the Zoning By-law;
- Conditions of approval have been included in this report in order to ensure that the proposed development is constructed in conformity with City policies and guidelines;
- The applicant has adequately resolved the comments received during the technical review process; and,
- The proposed development contributes to the availability of affordable housing in the City of Ottawa and represents good planning.

PARKLAND DEDICATION

Parkland dedication, in accordance with By-law 2009-95, is not applicable to this development.

CONSULTATION DETAILS

Councillor's Concurrence

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

Public Comments

This application was subject to public circulation under the Public Notification and Consultation Policy. There were public comments received online and staff considered these comments.

Summary of public comments and responses

Comment

Concerned about speeding and sight line issues along Bateman Drive.

Response

These are existing operation issues that have been forwarded to the City's Traffic Assessment Specialist for their review and consideration.

Comment

Concerned about the request to reduce parking spaces and its impact on on-street parking usage along Bateman Drive.

Response

The applicant has increased the number of parking spaces on-site and is no longer seeking an amendment to decrease the required number of parking spaces.

Comment

Can a new road access to Gibbard Avenue be created?

Response

The applicant is proposing to develop a 31-unit apartment on the subject site. Based on the Transportation Impact Assessment screening form, the proposed unit count did not meet the trip generation, location and safety triggers to complete a full transportation impact assessment. The total amount of new vehicle traffic is considered minor. Given the above, the existing access on Bateman Drive is considered sufficient and that a new access on Gibbard Avenue was not required as part of the proposed development.

Comment

The three-storey apartment building is overly dense and out of character from the single family and townhome low-rise community.

Response

Pursuant to Schedule B of the City's Official Plan, the site is designated General Urban Area which permits the development of a full range and choice of housing types. The three-storey building has a height of 8.5 metres and is located within the centre of an existing planned unit development at the edge of the existing residential community. The site is bordered by commercial uses to the west and an existing low-rise apartment building to the east. There is also no anticipated negative shadow impact to the existing community. The proposal represents an appropriate transition from the low-rise residential neighbourhood and is of a scale and density that is compatible with the existing community.

Technical Agency / Public Body Comments

Hydro Ottawa

The applicant has been provided with comments that are to be addressed directly with Hydro Ottawa.

Bell Canada

The applicant has been provided with comments that are to be addressed directly with Bell Canada.

Canada Post

The applicant has been provided with comments that are to be addressed directly with

Canada Post.

Advisory Committee Comments

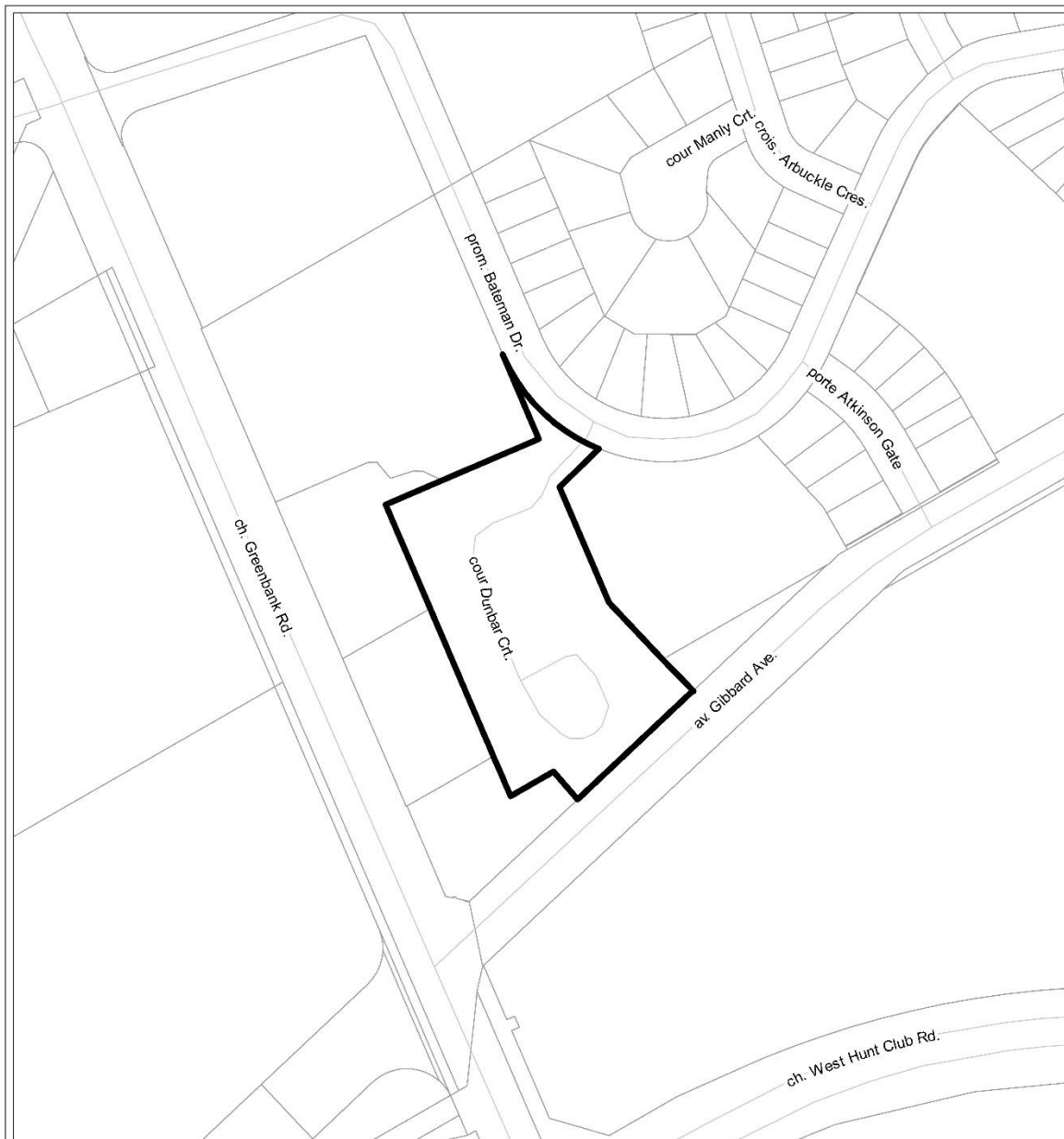
N/A

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 complexity of issues with engineering.

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

Document 1 – Location Map



D02-02-20-0103
D07-12-20-0139

20-0946-L

I:\CO\2020\Zoning\Dunbar_1

©Parcel data is owned by Terranet Enterprises Inc. and its suppliers
All rights reserved. May not be produced without permission.
THIS IS NOT A PLAN OF SURVEY

©Les données de parcelles appartiennent à Terranet Entreprises Inc. et
à ses fournisseurs. Tous droits réservés. Ne peut être reproduit sans
autorisation. CECI N'EST PAS UN PLAN D'ARPENTAGE.

REVISION / RÉVISION - 2020 / 10 / 27

LOCATION MAP / PLAN DE LOCALISATION
ZONING KEY PLAN / SCHÉMA DE ZONAGE
SITE PLAN / PLAN DE EMPLACEMENT



1 cour Dunbar Cr.

