



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

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Site Location: 6001-6005 Renaud Road

File No.: D07-12-21-0239

Date of Application: December 31, 2021

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This SITE PLAN CONTROL application submitted by P H Robinson Consulting, on behalf of Landric Renaud Property Inc., is APPROVED as shown on the following plan(s):

1. **Site Plan**, A05, prepared by Rossmann Architecture, dated 2022-11-16, revision 1.19 dated 2024-10-03.
2. **Landscape Plan**, L-01, prepared by Ruhland & Associates Ltd., revision 6 dated 2024-10-28.
3. **Detail**, L-02, prepared by prepared by Ruhland & Associates Ltd., revision 6 dated 2024-10-28.
4. **General Notes**, C001, prepared by LRL Engineering, dated November 2021, revision 5 dated 24 July 2024.
5. **Erosion and Sediment Control Plan**, C101, prepared by LRL Engineering, dated November 2021, revision 5 dated 24 July 2024
6. **Demonition Plan**, C102, prepared by LRL Engineering, dated November 2021, revision 5 dated 24 July 2024.
7. **Grading and Drainage Plan**, C301, prepared by LRL Engineering, dated November 2021, revision 5 dated 24 July 2024
8. **Servicing Plan**, C401, prepared by LRL Engineering, dated November 2021, revision 5 dated 24 July 2024.
9. **Stormwater Management Plan**, C601, prepared by LRL Engineering, dated November 2021, revision 5 dated 24 July 2024.
10. **Pre-Development Watershed Plan**, C701, prepared by LRL Engineering, dated November 2021, revision 5 dated 24 July 2024.
11. **Post-Development Watershed Plan**, C702, prepared by LRL Engineering, dated November 2021, revision 5 dated 24 July 2024.
12. **Construction Detail Plan**, C901, prepared by LRL Engineering, dated November 2021, revision 5 dated 24 July 2024.
13. **Construction Detail Plan**, C902, prepared by LRL Engineering, dated November 2021, revision 5 dated 24 July 2024.
14. **Block A Proposed East and West Elevation**, A200, prepared by Rossmann Architecture, dated 2022-10-12, revision 1.17 dated 2024-08-23.

15. **Block A Proposed North Elevation**, A201, prepared by Rossmann Architecture, dated 2022-10-12, revision 1.17 dated 2024-08-23.
16. **Block A Proposed South Elevation**, A202, prepared by Rossmann Architecture, dated 2022-10-12, revision 1.17 dated 2024-08-23.

And as detailed in the following report(s):

1. **Stormwater Management and Servicing Report**, prepared by LRL Engineering, dated April 3, 2023, revised July 24, 2024.
2. **Geotechnical Investigation**, prepared by Paterson Group, dated April 23, 2021.
3. **Phase 1 Environmental Site Assessment**, prepared by Paterson Group, dated March 23, 2021.
4. **Tree Conservation Report**, prepared by Dendron Forestry Services, revision 3, dated August 15, 2024.
5. **Roadway Traffic Noise Assessment**, prepared by Gradient Wind Engineers and Scientists, dated January 4, 2022.

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 Three 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 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. **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.

7. **Completion of Works**

The Owner acknowledges and agrees that no new building will be occupied on the lands until all requirements with respect to completion of the Works as identified in this Agreement have been carried out and received Approval by the General Manager, Planning, 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.

8. **Development Charges**

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

## 9. **Designated Substances Survey**

Prior to demolition of any existing buildings located on the lands described in Schedule "A" herein, the Owner acknowledges and agrees to complete a designated substances survey and submit the findings and recommendations for the proper handling and disposal of waste as identified in said survey, to the satisfaction of the General Manager, Planning, Development and Building Services, and in accordance with Best Management Practices. The survey shall address, but not be limited to:

- (a) O.Reg. 278/05: Designated Substance - Asbestos on Construction Projects and in Buildings and Repair Operations under the Occupational Health and Safety Act, R.S.O. 1990, c.O.1, as amended (O.Reg. 278/05);
- (b) Guideline - Lead on Construction Projects, prepared by the Ontario Ministry of Labour - Occupational Health and Safety Branch, published September 2004 and revised April 2011, as amended;
- (c) O.Reg. 213/91: Construction Projects under the Occupational Health and Safety Act, R.S.O. 1990, c.O.1, as amended (O.Reg. 213/91);
- (d) Registration Guidance Manual for Generators of Liquid Industrial and Hazardous Waste, prepared by the Ontario Ministry of the Environment, Conservation and Parks, published April 1995 and revised January 2016, as amended, to be used in conjunction with R.R.O. 1990, Reg. 347: General-Waste Management under the Environmental Protection Act, R.S.O. 1990, c.E.19, as amended (R.R.O. 1990, Reg. 347);
- (e) R.R.O. 1990, Reg. 362: Waste Management – PCB's under the Environmental Protection Act, R.S.O. 1990, c.E.19, as amended (R.R.O. 1990, Reg. 362).

## **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.

## **Access**

### **11. Asphalt Overlay**

The Owner shall install an asphalt overlay over the total area of the public driving surface of Ziegler Street, fronting the subject lands, as shown on the approved Grading Plan, referenced in Schedule "E" here to. The overlay shall be carried out to the satisfaction of the General Manager, Planning, Development and Building Services. The Owner acknowledges and agrees that all costs are to be borne by the Owner.

### **12. Private Approach Detail**

The Owner acknowledges and agrees that all private approaches serving the proposed development shall be designed and constructed, at the sole expense of the Owner, in accordance with the City's "Curb Return Entrances – Uncontrolled Intersections" Plan, Drawing No. SC7.1, dated March 2007 and revised March 2021, and the Owner shall comply with the City's Private Approach By-law, being No. 2003-447, as amended.

## **Noise**

### **13. Noise Control Attenuation Measures**

The Owner acknowledges and agrees to implement the noise control attenuation measures recommended in the approved ROADWAY TRAFFIC NOISE 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;

### **14. 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 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.”

“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.”

## **ENGINEERING**

### **Geotechnical Engineering and Soils**

#### 15. **Slope Stability**

The Owner shall have a Professional Structural Engineer and a Soils Engineer, licensed in the Province of Ontario to inspect and confirm the constructed retaining walls have been constructed in accordance with the approved Grading Plan.

#### 16. **Geotechnical Investigation**

The Owner acknowledges and agrees that it shall retain the services of a geotechnical engineer, licensed in the Province of Ontario, to ensure that the recommendations of the Geotechnical Investigation (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.

17. **Geotechnical – Encroachments**

The Owner acknowledges and agrees that the Geotechnical Investigation has recommended a method of shoring that may encroach onto the adjacent property or onto the City's Renaud Road right-of way. The Owner acknowledges and agrees that it shall be required to obtain the approval of the adjacent property owner and/or receive municipal consent for any Works within the said Road, prior to the installation of any encroachments. The Owner acknowledges and agrees that for encroachments within the said Road, the Owner shall ensure that there will be no conflicts between the proposed shoring method and the municipal services or utilities in the said Road.

18. **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 retaining wall details.

19. **Retaining Wall – Stability**

The Owner acknowledges and agrees to install the proposed retaining walls in accordance with the approved Retaining Wall Design for the east and west property lines and as shown on the approved Grading Plan, referenced in Schedule "E" hereto. The Owner shall provide written confirmation, satisfactory to the General Manager, Planning, Development and Building Services, that a Geotechnical Engineer/Professional Structural Engineer, licensed in the Province of Ontario, has inspected and confirmed that the retaining walls have been constructed in accordance with the said approved Retaining Wall Design for the east and west property lines. 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).

20. **Vibration Monitoring**

The Owner further acknowledges and agrees to retain the services of a Professional Structural Engineer and a Soils Engineer, licensed in the Province of Ontario, to inspect any retaining walls on the subject lands and confirm that the retaining walls have been constructed in accordance with the approved retaining wall details.

The Owner agrees and acknowledges that prior to commencing site alteration or construction that vibration monitoring shall be undertaken by a Professional Engineer licensed in the province of Ontario. Vibration levels shall not exceed those determined by the City and Province to cause damage to adjacent buildings and structures. The Owner may consider offering pre-construction surveys to adjacent/abutting properties, to validate damage claims or indemnify and save harmless. The Owner agrees to maintain vibration monitoring records during construction, which shall be made available to the General Manager, Planning, Real Estate and Economic Development upon request. The Owner agrees and acknowledges that the City shall be indemnified from any damage claims resulting from construction activities.

## **Civil Engineering**

### **21. 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 Ziegler Street and Renaud Road frontages (the "City Sewer System") and the impact of the existing City Sewer System on the building's footing and foundation walls;
  - (ii) obtain a legal survey acceptable to the General Manager, Planning, Development and Building Services and the City's Surveyor, showing the existing City Sewer System within Ziegler Street and Renaud Road and the location of the proposed building and its footings in relation to the City Sewer System;
  - (iii) obtain a video inspection of the City Sewer System within Ziegler Street and Renaud Road 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 within Ziegler Street and Renaud Road to determine if the City Sewer System sustained any damages as a result of construction on the lands; and
  - (ii) assume all liability for any damages caused to the City Sewer System within Ziegler Street and Renaud Road and compensate the City for the full amount of any required repairs to the City Sewer System.



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

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

23. **Private Joint Use and Maintenance Agreement**

The Owner shall enter into a Joint Use and Maintenance Agreement with the Owner of the adjacent lands, municipally known as 232 Ziegler Street, which shall be binding upon the owners and all subsequent purchasers, to deal with mutual rights for access to the area adjoining the properties as shown on the approved Grading Plan, in accordance with the site plan approval issued by the City of Ottawa. The Private Joint Use and Maintenance Agreement shall be registered on title, of those properties listed in the Agreement, at no cost to the City, and a copy shall be filed with the City, to the satisfaction of the General Manager, Planning, Development and Building Services Department.

24. **Private Grading Encroachment Agreement**

The Owner shall enter into a Private Grading Encroachment Agreement with the Owner of the adjacent lands, municipally known as 6021 Renaud Road, which shall be binding upon the owners and all subsequent purchasers, to deal with the grading encroachment onto the adjacent lands as shown on the approved Grading Plan, in accordance with the site plan approval issued by the City of Ottawa. The Private Grading Encroachment Agreement shall be registered on title, of those properties listed in the Agreement, at no cost to the City, and a copy shall be filed with the City, to the satisfaction of the General Manager, Planning, Development and Building Services Department.

**Private Systems**

25. **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.

26. **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.

**Site Lighting**

27. **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.

## **PLANNING AND OTHER**

### **Planning and Design**

#### **28. Exterior Elevations Drawings**

The Owner acknowledges and agrees to construct the proposed building in accordance with the approved Architectural Drawings, referenced in Schedule “E” herein. The Owner further acknowledges and agrees that any subsequent proposed changes to the approved plans shall be filed with the General Manager, Planning, Development and Building Services 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.

#### **29. 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 Renaud Road right-of-way, as shown on the approved Landscape Plan referenced in Schedule “E” herein, including all plant and landscaping material (except municipal trees) and walkways. The Maintenance and Liability Agreement shall be registered on title, at the Owner’s expense, immediately after the registration of this Agreement. The Owner shall assume all maintenance and replacement responsibilities in perpetuity.

### **Waste Collections**

#### **30. Waste Collection**

The Owner acknowledges and agrees that residential cart (and/or container) garbage, recycling, and organic waste collection will be provided by the City from a centralized refuse room or area. The Owner shall provide, at its own expense, adequate storage for the containers and carts and acknowledges it is recommended that they be placed on a concrete floor. The Owner shall provide an adequately constructed road for direct access to the garbage/recycling/organic waste storage room or area suitable for garbage/recycle/organic waste collection vehicles. Any additional services (i.e. winching of containers) may result in extra charges. 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.

### **Parks**

#### **31. Cash-In-Lieu of Conveyance of Parkland**

Prior to registration of the Site Plan Agreement, the Owner acknowledges and agrees to pay cash-in-lieu of conveyance of parkland as referenced in Schedule “B” herein. Pursuant to the City’s Parkland Dedication By-law, being By-law No. 2022-280, as amended, 40% of said funds collected shall be directed to City wide funds, and 60% shall be directed to Ward 19 funds. The Owner shall also pay the parkland

appraisal fee of \$820.00 plus H.S.T. of \$106.60, as referenced in Schedule "B" herein.

## **CONVEYANCES TO CITY**

### **32. Road Widening**

Prior to registration of this Agreement, the Owner acknowledges and agrees to convey to the City, at no cost to the City, an unencumbered road widening across the complete Renaud Road frontage of the lands, measuring 13 metres from the existing centerline of pavement/the abutting right-of-way. The exact widening must be determined by legal survey. The Owner shall provide a reference plan for registration, indicating the widening, 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.

### **33. 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 license 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.

## **AGENCIES**

### **RVCA**

### **34. Rideau 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.

## School

### 35. Notice on Title – School Accommodation

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 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."

January 21, 2025

Date



John Sevigny  
Manager(A), Development Review  
East, Planning, Real Estate and  
Economic Development Department

Enclosure: Site Plan Control Application approval – Supporting Information

## SITE PLAN CONTROL APPROVAL APPLICATION SUPPORTING INFORMATION

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**File Number:** D07-12-21-0239

### SITE LOCATION

6001 and 6005 Renaud Road, and as shown on Document 1.

### SYNOPSIS OF APPLICATION

- The subject site consists of two large rural lots with a total area of 4,598 m<sup>2</sup>, that were created prior to the urban subdivisions being registered. Each lot has a single abandoned house and are well treed. Both lots have frontage on Renaud Road and Ziegler Street, but there is a 30 cm reserve along the Ziegler Street frontage.
- To the east and west of the site on Renaud Road there are other similar houses on large lots. The newer subdivision back onto Renaud Road with sound attenuation fences facing the street. To the northwest of the site is the Bradley Ridge neighbourhood. To the northeast is Caivan's Rhythm Subdivision which is now under construction. To the south of Renaud Road is the Spring Valley Trails neighbourhood. All these newer subdivisions consist of a mix of single detached and townhouse units on smaller urban lots.
- The original proposed design was to have two sets of four-storey stacked townhouse units. One set would front onto Renaud and the other to Zeigler. Between the buildings there would be a driveway with entrances on both Renaud and Zeigler accessing a parking area and a garbage enclosure. A community information session was held on June 9, 2022 where the public commented on the size of the units facing Zeigler and how they impacted the neighbouring houses by being too tall and close to the street.
- The applicant changed their proposed development to what is now being approved. One set of the stacked townhouses facing Zeigler has been removed and replaced by three duplexes. The driveway to the parking area will only be accessed from Zeigler, but the remaining set of stacked townhouses (20 units) will front onto Renaud Road. The parking area will consist of 18 parking spaces and the driveway will access another 10 parking spaces in attached garages. Bicycle parking outdoor amenity and garbage collection areas are located on the adjacent to the parking.
- The revise plan will require that the block for the duplexes will need to be severed from the stacked townhouses. The duplexes do not form part of this approval and will be further severed and constructed separately only requiring building permits. The 30 cm reserve on the south side of Zeigler will need to be lifted prior to

severing the duplex block and registration of the Site Plan agreement for the stacked townhouse to allow legal access to Ziegler Street for both projects.

### **Residential Units and Types**

<b>Dwelling Type</b>	<b>Number of Units</b>
Stacked	20

### **Related Applications**

The following applications are related to this proposed development:

- Zoning By-law Amendment – D02-02-21-0164

### **DECISION AND RATIONALE**

This application is approved for the following reasons:

- The proposed development is consistent with the Official Plan Policies concerning Growth Management, Integration and Diversity of Housing Options in Built-up Areas.
- The proposal was designed to conform with the R4Z[2979] zone in the Consolidated Zoning By-law 2008-250 as approved on September 4, 2024.
- This project is consistent with the Urban Design Guidelines for low-rise infill development.
- The site is to be developed on full municipal services. Building locations, landscaping and public realm reflect good site plan design principles.

### **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.

### **CONSULTATION DETAILS**

#### **Councillor's Comments**

Councillor Catherine Kitts indicated the following comments:

I want to extend my thanks to the developer for their responsiveness and willingness to work closely with the community on this application. Landric Homes has demonstrated a commendable level of receptiveness and openness in addressing community feedback. Since assuming responsibility for this area in late 2022, I have appreciated the changes they made to their initial application, despite no legislative requirement to do so. In

response to community feedback, Landric is moving forward with three semidetached homes (6 units) that will front on Ziegler in place of a stacked townhouse block. While concerns remain about a potential increase in traffic on Percifor Way, car access is in line with City policies to direct access to minor streets. Other options were explored, however adding more accesses to Renaud would create additional points of conflict. That said, the expected 6-8 cars per hour increase to the Percifor Way intersection should not present a significant impact to the existing community.

## **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

- The proposal is not consistent with the existing neighbour character.
  - The project has been scaled back to minimize the impact on the existing homes. The stacked townhouses facing Zeigler Street have been replaced with duplexes which are a similar massing and height to the existing houses to the north.
- The construction of the houses will see the removal of all the mature trees on the site.
  - The site has many mature pines that will need to be removed to make room for the construction. The revised plan will provide more space and soil volumes for future tree planting.
- The site will direct all its traffic to Zeigler and Percifor Way.
  - Yes, the City policies is to direct vehicular entrances to the minor street. This is to limit the number of conflicts on the major streets. The 26 units for the entire development will not generate a significant increase of traffic on the local street network.

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

### Summary of Comments –Technical

N/A

## **Advisory Committee Comments**

### Summary of Comments – Advisory Committees

N/A

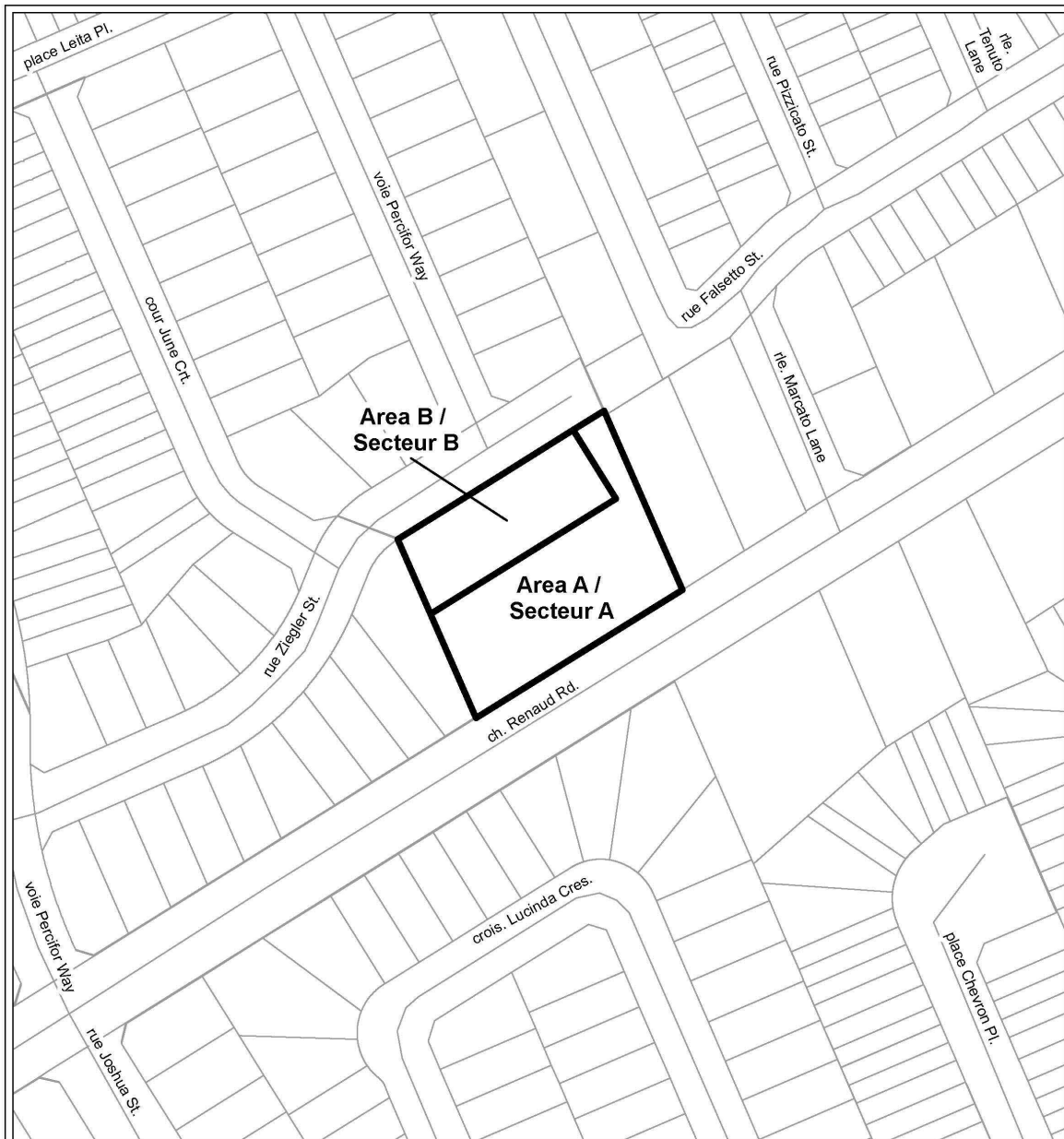
## **APPLICATION PROCESS TIMELINE STATUS**





This Site Plan application was not processed by the On Time Decision Date due to the complexity of the issues associated with making the design more consistent with the neighbour character.

**Contact:** Steve Belan Tel: 613-580-2424, ext. 27591 or e-mail: [Steve.Belan@ottawa.ca](mailto:Steve.Belan@ottawa.ca)



# Document 1 – Location Map



		LOCATION MAP / PLAN DE LOCALISATION ZONING KEY PLAN / SCHÉMA DE ZONAGE	
D02-02-21-0164	24-0827X	<b>6001, 6005 chemin Renaud Road</b>	
I:\CO\2024\Zoning\Renaud_6001_6005		<div style="display: flex; align-items: flex-start;"> <div style="margin-right: 10px;">  </div> <div> <p>Area A to be rezoned from DR to R4Z                      Le zonage du secteur A sera modifié de DR à R4Z</p> </div> </div> <div style="display: flex; align-items: flex-start; margin-top: 10px;"> <div style="margin-right: 10px;">  </div> <div> <p>Area B to be rezoned from DR to R2P                      Le zonage du secteur B sera modifié de DR à R2P</p> </div> </div>	
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REVISION / RÉVISION - 2024 / 07 / 26			

