

Site Plan Control Application

Delegated Authority Report

Planning, Development and Building Services Department

Site Location: 360 Kennedy Lane East

File No.: D07-12-22-0002

Date of Application: January 11, 2022

This SITE PLAN CONTROL application submitted by Dana Anderson, MHBC, on behalf of Queenswood United Church, is APPROVED as shown on the following plan(s):

1. **Site Plan**, Plan A1.03, prepared by KPMB Architects, dated December 15, 2021, revision 7 dated May 16, 2025.
2. **Statistics Summary**, Plan A0.01Z prepared by KPMB Architects, dated December 15, 2021, revision 7 dated May 16, 2025.
3. **Typical Bin Enclosure**, Plan A0.23, prepared by KPMB Architects, dated December 7, 2022, revision 4 dated May 9, 2025.
4. **Block 1 – Elevations**, Plan A5.01Z, prepared by KPMB Architects, dated December 15, 2021, revision 7 dated May 16, 2025.
5. **Block 2 – North and South Elevations**, Plan A5.02Z, prepared by KPMB Architects, dated December 15, 2021, revision 7 dated May 16, 2025.
6. **Block 2 – East and West Elevations**, Plan A5.03Z, prepared by KPMB Architects, dated December 15, 2021, revision 7 dated May 16, 2025.
7. **Block 3 – North and South Elevations**, Plan A5.04Z, prepared by KPMB Architects, dated December 15, 2021, revision 7 dated May 16, 2025.
8. **Block 3 – East and West Elevations**, Plan A5.05Z, prepared by KPMB Architects, dated December 15, 2021, revision 7 dated May 16, 2025.

9. **Block 4 –Elevations**, Plan A5.06Z, prepared by KPMB Architects, dated December 15, 2021, revision 7 dated May 16, 2025.
10. **Block 5 –Elevations**, Plan A5.07Z, prepared by KPMB Architects, dated December 15, 2021, revision 6 dated May 16, 2025.
11. **Block 6 –Elevations**, Plan A5.08Z, prepared by KPMB Architects, dated December 15, 2021, revision 7 dated May 16, 2025.
12. **Block 7 –Elevations**, Plan A5.09Z, prepared by KPMB Architects, dated December 15, 2021, revision 7 dated May 16, 2025.
13. **Block 8 –Elevations**, Plan A5.10Z, prepared by KPMB Architects, dated December 15, 2021, revision 6 dated May 16, 2025.

Civil

14. **Notes and Details**, Drawing C01, prepared by WSP, dated November 30, 2021, revision 6 dated February 28, 2025.
15. **Details**, Drawing C02, prepared by WSP, dated November 30, 2021, revision 6 dated February 28, 2025.
16. **Removal Plan**, Drawing C03, prepared by WSP, dated November 30, 2021, revision 6 dated February 28, 2025.
17. **Grading Plan**, Drawing C04, prepared by WSP, dated November 30, 2021, revision 6 dated February 28, 2025.
18. **Servicing Plan**, Drawing C05, prepared by WSP, dated November 30, 2021, revision 6 dated February 28, 2025.
19. **Drainage Area Plan**, Drawing C06, prepared by WSP, dated November 30, 2021, revision 6 dated February 28, 2025.
20. **Sanitary Drainage Area Plan**, Drawing C07, prepared by WSP, dated November 30, 2021, revision 6 dated February 28, 2025.
21. **Erosion and Sediment Control Plan**, Drawing C08, prepared by WSP, dated November 30, 2021, revision 6 dated February 28, 2025.

Tree and Landscape

22. **Tree Preservation Plan**, Plan L001, prepared by Janet Rosenberg & Studio, dated November 19, 2021, revision 12 dated May 9, 2025.

23. **Landscape Layout Plan**, Plan L100, prepared by Janet Rosenberg & Studio, dated November 19, 2021, revision 12 dated May 9, 2025.
24. **Planting Plan**, Plan L300, prepared by Janet Rosenberg & Studio, dated August 31, 2022, revision 11 dated May 9, 2025.
25. **Landscape Sections**, Plan L400, prepared by Janet Rosenberg & Studio, dated August 31, 2022, revision 11 dated May 9, 2025.
26. **Landscape Sections**, Plan L401, prepared by Janet Rosenberg & Studio, dated November 30, 2022, revision 10 dated May 9, 2025.
27. **Landscape Sections**, Plan L402, prepared by Janet Rosenberg & Studio, dated February 28, 2025, revision 4 dated May 9, 2025.
28. **Landscape Details**, Plan L500, prepared by Janet Rosenberg & Studio, dated November 19, 2021, revision 12 dated May 9, 2025.
29. **Landscape Details**, Plan L501, prepared by Janet Rosenberg & Studio, dated November 19, 2021, revision 12 dated May 9, 2025.
30. **Landscape Details**, Plan L502, prepared by Janet Rosenberg & Studio, dated November 30, 2022, revision 10 dated May 9, 2025.
31. **Landscape Details**, Plan L503, prepared by Janet Rosenberg & Studio, dated June 2, 2023, revision 8 dated May 9, 2025.

And as detailed in the following report(s):

1. **Environmental Noise Impact Study | Proposed Residential Development Queenswood Church, Ottawa, Ontario**, prepared by aercoustics, dated September 26, 2022.
2. **Geotechnical Investigation – Proposed Residential Development**, Pinchin File: 296551.001, prepared by Pinchin, dated October 26, 2022.
3. **Geotechnical Drawing Design Review**, prepared by Pinchin, Pinchin File: 298280.002., dated June 30, 2023.
4. **Phase One Environmental Site Assessment 360 Kennedy Lane East, Ottawa ON**, Report 296551, prepared by PINCHIN, dated September 09, 2021.
5. **Servicing Report**, Project No: 211-12127-00, Prepared by WSP, dated February 2023, Revision 4, dated February 28, 2025.
6. **Stormwater Management Report**, Project No: 211-12127-00, Prepared by WSP, dated February 28, 2025.

7. Tree Health Assessment and Proposed Tree Protection Plan at Queenswood United Church (360 Kennedy Lane E, Ottawa, Ontario), prepared by Arboris dated February 22, 2023.

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

General Conditions

1. Lapsing of Approval

The Owner shall enter into this Site Plan Control Agreement, including all standard and special conditions, financial and otherwise, as required by the City. In the event that the Owner fails to sign this Agreement, complete the conditions to be satisfied prior to the signing of this Agreement, and have the corresponding building permit(s) issued within three (3) years of Site Plan approval, the approval shall lapse.

2. 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.

3. 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.

4. 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.

5. 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.

6. 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.

7. Development Charges

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

8. 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

9. Professional Engineering Inspection

The Owner shall have competent Professional Engineering inspection personnel on-site during the period of construction, to supervise the Works, and the General Manager, Planning, Development and Building Services Department shall have the right at all times to inspect the installation of the Works. The Owner acknowledges and agrees that should it be found in the sole opinion of the Planning, Development and Building Services Department, that such personnel are not on-site or are incompetent in the performance of their duties, or that the said Works are not being carried out in accordance with the approved plans or specifications and in accordance with good engineering practice, then the Planning, Development and Building Services Department, may order all Work in the project to be stopped, altered, retested or changed to the satisfaction of the Planning, Development and Building Services Department.

Roads Right-of-Way and Traffic

10. Notice on Title – On-site Parking

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 unit being rented may not be provided with any on-site parking. Should the purchaser/lessee have a vehicle for which they wish to have parking, alternative and lawful arrangements may need to be made to address their parking needs at an alternate location and that such arrangements are solely the responsibility of the person seeking parking. The purchaser/lessee acknowledges that the availability and regulations governing on-street parking vary; that access to on-site street parking, including through residential on-street parking permits issued by the City of Ottawa, cannot be guaranteed now or in the future; and that the purchaser/lessee intending to rely on on-street parking for their vehicle or vehicles does so at their own risk.”

“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.”

Access

11. Private Approach Detail

The Owner agrees that all private approaches, including temporary construction access to the subject lands, shall be designed and located in accordance with and

shall comply with the City's Private Approach By-Law, being By-law No. 2003-447, as amended, and shall be subject to approval of the General Manager, Planning, Development and Building Services.

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.

12. Private Access

The Owner acknowledges and agrees that all private accesses to Roads shall comply with the City's Private Approach By-Law being By-Law No. 2003-447 as amended, or as approved through the Site Plan control process.

Noise

13. Noise Control Attenuation Measures

The Owner covenants and agrees that it shall retain the services of a professional engineer licensed in the Province of Ontario to ensure that the recommendations of the Environmental Noise Impact Study, 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 professional engineer that the Owner has complied with all recommendations and provisions of the Environmental Noise Impact Study, prior to building occupancy, which confirmation shall be to the satisfaction of the General Manager, Planning, Development and Building Services.

Engineering

Geotechnical Engineering and Soils

14. Geotechnical Investigation

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

Development and Building Services with confirmation issued by the geotechnical engineer that the Owner has complied with all recommendations and provisions of the Report, prior to construction of the foundation and at the completion of the Works, which confirmation shall be to the satisfaction of the General Manager, Planning, Development and Building Services.

Civil Engineering

15. 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 Kennedy Lane East frontage (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 Kennedy Lane East 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 Kennedy Lane East 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 Kennedy Lane East 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 Kennedy Lane East and compensate the City for the full amount of any required repairs to the City Sewer System.

16. Stormwater Works Certification

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

17. 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 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.

Private Systems

18. 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.

19. 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.

20. Leak Survey

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

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

Vibration Monitoring

21. Vibration Monitoring

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, Development and Building Services upon request. The Owner agrees and acknowledges that the City shall be indemnified from any damage claims resulting from construction activities.

Site Lighting

22. 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

23. Exterior Elevation Drawings

The Owner acknowledges and agrees to construct the proposed building in accordance with the approved Elevations, 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.

24. 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 Kennedy Lane East Right of Way, as shown on the approved Landscape Layout Plan referenced in Schedule “E” herein, including all plant and landscaping material (except municipal trees), shrubs, perennial plant beds, granular paving, private concrete paving connecting to the City’s sidewalks, and light poles. 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

25. Waste Collections

The Owner acknowledges and agrees that garbage, recycling, and organic waste collection will not be provided by the City and it shall make appropriate arrangements with a private contractor for garbage, recycling, and organic waste collection at the Owner’s sole expense. The Owner shall consult a private contractor regarding any access requirements for garbage and/or recycling and organic waste collection.

Parks

26. Parkland Dedication

No cash-in-lieu of parkland / parkland dedication is required, where under Section 11.2.e of the [Parkland Dedication By-law No. 2022-280](#):

No conveyance of land or payment of cash-in-lieu under this by-law is required

in the case of the development or redevelopment of: a non-profit rental or not-for-profit sponsored ownership residential development, or other development that provides public facilities or services and that is undertaken by a non-profit organization;

And where:

“non-profit organization” means a corporation or other similar entity that provides a service to the public, is subsidized in whole or in part by public money and its principles are dictated by one or more provincial or federal acts regulating non-profit organizations;

Please note, if the proposed unit count, land use changes or gross floor area changes, then the parkland dedication requirement will be re-evaluated accordingly.

All of the above shall be to the satisfaction of the General Manager, Recreation, Cultural and Facility Services.

27. Park Land Requirements

(a) The Owner shall be responsible for the construction and installation of the base park improvements for the Park Land (the ‘Base Park Improvements’) at their sole expense.

(b) The Base Park Improvements will include the following:

(i) fencing to City standard;

All work shall be completed in accordance with the approved Plans and Reports referenced in Schedule “E” herein and to the satisfaction of the General Manager, Planning, Development and Building Services Department and the General Manager, Recreation, Cultural and Facility Services Department.

(c) The Owner acknowledges and agrees that no stormwater management facilities, overland flow routes, and/or encumbrances of any kind, such as, but not limited to, retaining walls, utility lines, agreements and/or easements of any kind shall be located on, under, or above dedicated Park Land, save and except any utilities lines required by the City, and shall be removed and/or released from the Park Land, prior to the conveyance of the said lands to the City. Any utilities presently located within the Park Land, must be relocated at the Owner’s sole expense.

28. **Protection of Public Park Land**

- (a) Save and except as contemplated by Condition 27(b) herein, the Owner shall neither deposit, nor permit to be deposited, fill, snow, debris, building materials, granular, excavated materials, topsoil or construction equipment, nor allow vehicle parking, storage or access for any purposes on the Park Land. Furthermore, the Owner shall neither remove nor permit to be removed any fill, topsoil, trees, vegetation or shrubs from on the Park Land, without the prior consent of the General Manager, Planning, Development and Building Services.
- (b) The Owner shall install tree protection fencing around the tree(s) to be retained within the Park Land. Fencing shall be installed prior to any site Works and shall be maintained in good order throughout the construction period. Any removal or revisions to the location of protection fencing shall be to the satisfaction of the General Manager, Planning, Development, and Building Services.
- (c) Trees or shrubs which have been or are hereafter removed from the Park Land in contravention of the Site Plan Agreement shall, at the City's option, be replaced by the Owner, at the expense of the Owner, with nursery stock of a variety and quality equivalent to or better than the trees and/or shrubs removed.

29. **Notice on Title – Parkland**

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 himself, his heirs, executors, administrators, successors and assigns acknowledges being advised that the parkland within the vicinity of the subject lands may have active hard and soft surface recreational facilities, buildings and supporting infrastructure. These amenities

may include lit facilities and may generate noise by users using these facilities and amenities”

“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.”

Signs

30. Street Name and Signs

- (a) The Owner acknowledges and agrees it shall provide for, install and maintain, at its own expense, all regulatory traffic signage, in accordance with the City’s Municipal Addressing By-law 2014-78, as amended, for any private road within the area controlled by this Agreement and as shown on the approved Site Plan, referenced in Schedule “E” herein.
- (b) The Owner acknowledges and agrees it shall provide for, install and maintain, at its own expense, all temporary street name signs, in accordance with the City’s Municipal Addressing By-law 2014-78, as amended, for any private road within the area controlled by this Agreement and the approved Site Plan, referenced in Schedule “E” herein.
- (c) The Owner acknowledges and agrees it shall, at its own expense, make arrangements for the City to provide, install, and maintain all permanent street name signs, in accordance with the City’s Municipal Addressing By-law 2014-78, as amended, and to City Specifications or Standards.

Agencies

School

31. 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

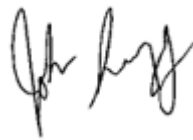
lease agreements shall contain the following clauses, which shall be covenants running with the subject lands:

“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.”

Approval

May 27, 2025



Date

John Sevigny,
Manager (A), Development Review East,
Planning, Development and Building
Services Department

Enclosure: Site Plan Control Application approval – Supporting Information

Site Plan Control Approval Application Supporting Information

File Number: D07-12-22-0002

Site Location

360 Kennedy Lane East is in the Queenswood Heights neighbourhood with frontage on Kennedy Lane East, a local road. The property abuts Queenswood Villa Retirement Community (north) and Queenswood Ridge Park (south). The rear property line abuts several detached dwellings, as shown on Document 1.

Synopsis of Application

The site is irregularly shaped and is approximately 1.2 hectares in size with 40 metres of frontage along Kennedy Lane East. The subject site is occupied by a community centre formerly a church, a portable, and parking lot.

Along Kennedy Lane East there is a mix of uses and dwelling types. The south and east side of Kennedy Lane East is characterized by detached dwellings, open space, and institutional uses. The north and west side of Kennedy Lane East is characterized by detached dwellings and townhouse dwellings.

To the south the property abuts Queenswood Ridge Park, a Community Park, the second largest park classification. People walk and drive to this park. There will be no formal pedestrian connection from the subject property to Queenswood Ridge Park. Staff have included a condition regarding improvements to Queenswood Ridge Park, specifically the installation of fencing along the property boundary, condition 27. Staff have also included conditions regarding the protection of the park and a notice on title to make residents aware of the light and noise generated from the park facilities and users, conditions 28 and 29.

There are 28 protected trees identified in the Tree Conservation Report (TCR). Per the tree preservation plan, 18 trees on the property will be removed. There is one tree on the subject property and nine trees on adjacent lands that will be protected.

The Owner is proposing a Planned Unit Development (PUD), which is defined as two or more residential use buildings on the same lot, consisting of 71 stacked dwelling units in six buildings (Blocks 1,2,3,4,6,7) and 10 townhouse dwellings in two buildings (Blocks 5 and 8). The former church building will remain.

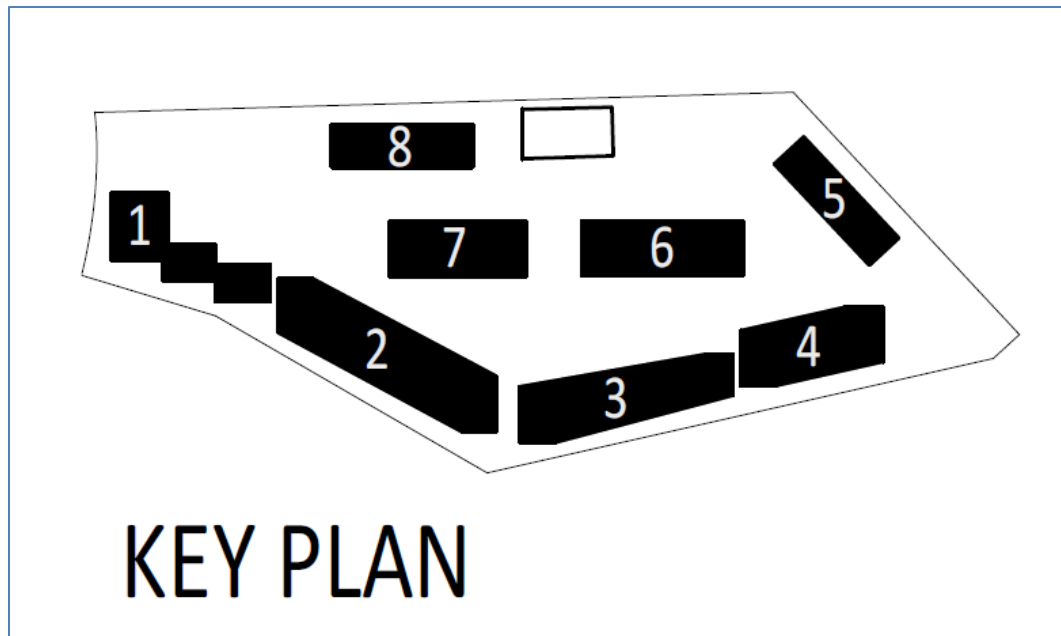


Figure 1 The proposal is to build six stacked dwelling buildings (Blocks 1,2,3,4,6,7) and two townhouse dwelling buildings (Blocks 5, 8).

The building form is low-rise, and the 3 storey stacked dwellings abut each of: the street, the park, and the private way. The two storey townhouse dwellings abut Queenswood Villa Retirement Community to the north, and the detached dwellings have frontage on Mountainside Crescent.

All 81 residential units will be rental in tenure and the combined Gross Floor Area of all eight residential buildings is 6044 square metres. The buildings will cover approximately 21 per cent of the subject lands. The principal entrances of Block 1, which abut Kennedy Lane East, face the public street. The exterior walls of the buildings will be masonry with wood finish accents, the peaked roof will be clad in metal, and the balconies will have painted metal picket guard rails.

The proposal includes an internal drive aisle, a woonerf, which is accessed via a driveway from Kennedy Lane. Woonerf is a Dutch term for common space created to be shared by pedestrians, bicyclists, and low speed motor vehicles. At the entrance of the development the woonerf is 8.5-metres, this narrows to 6-metres around the central landscaped area. The driveway is made up of two 1.25-metre vehicular concrete paving surfaces and a superpave driveway. The woonerf design means most of the curbs are

flush, there are limited raised curbs in the parking lots next to landscape areas, the landscape layout plan (L100) has details on where curbs are raised versus flush.

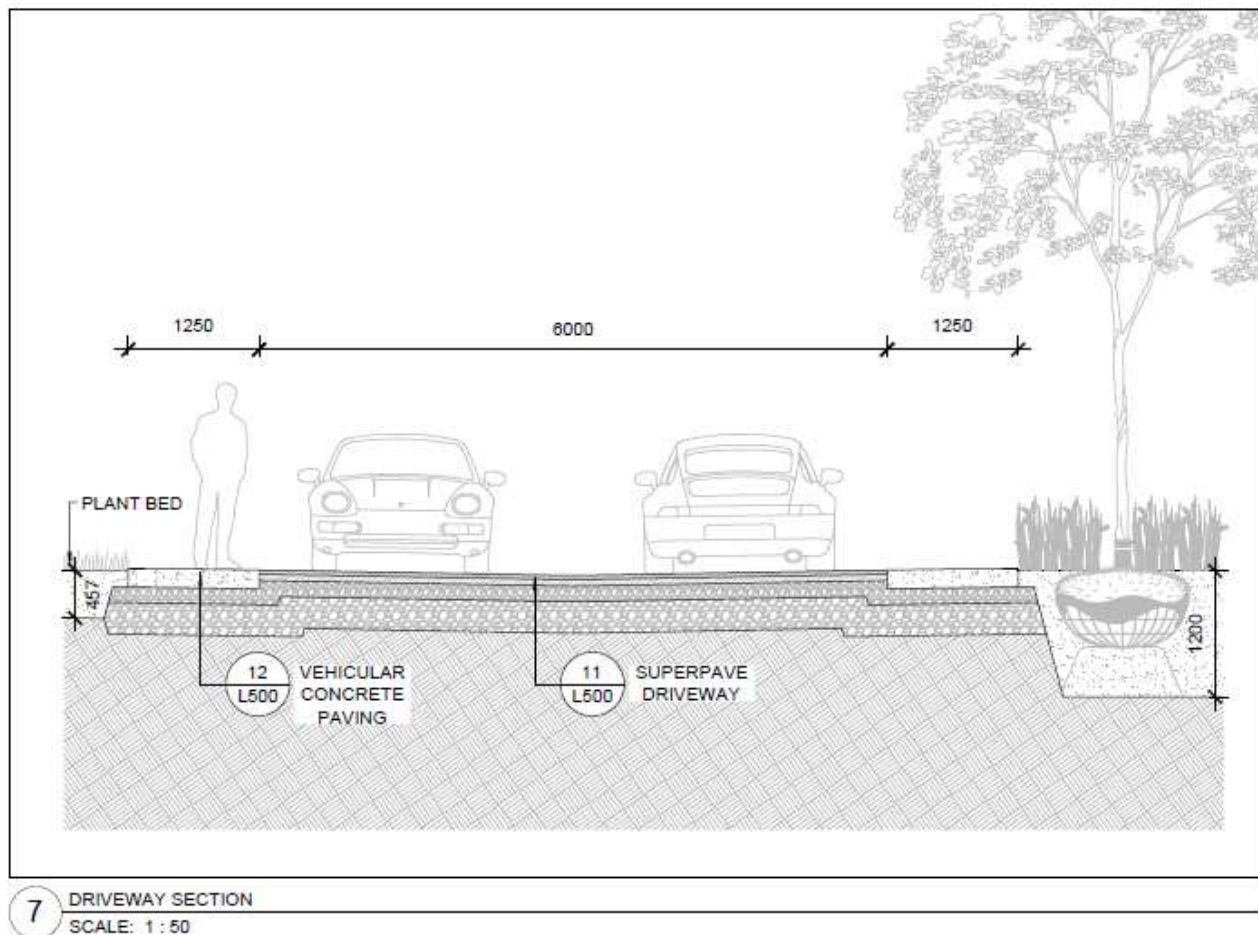


Figure 2: Cross section of the driveway at the entrance of the development. The woonerf measures 8.5-metres and is made up of two 1.25-metre vehicular concrete paving sections and a 6-metre superpave driveway. The woonerf narrows to 6-metres around the central landscaped area, where it is made up of two 1.25-metre vehicular concrete paving sections and a 3.5 metre superpave driveway. Source: - Landscape Sections, Plans L400, prepared by Janet Rosenberg & Studio, dated August 31, 2022, revision 11 dated May 9, 2025.

A total of 80 vehicle parking spaces are required, 61 for residents, 15 for visitors, and four for the community centre use. A total of 85 vehicle parking spaces are proposed. There are six parking areas distributed across the site, and the townhouse blocks and the stacked dwelling units that present as townhouses have parking in between their principal entrance and the private way. The minimum required residential parking space rate is 0.75 per unit; therefore, Staff have included a condition that requires a Notice on Title regarding on-site parking, condition 10. A total of 112 bicycle parking spaces are provided via bike boxes and bike rings.

There will be a central landscaped area within the centre of the drive aisle loop as well

as a communal amenity area adjacent to the community centre. The proposed development includes 476 square metres of outdoor communal amenity area. The Owner is proposing to plant trees along the front of the site, along the interior side yards and the rear yard. Trees are proposed in the outdoor amenity areas and adjacent to the private way. Perennial plant beds and meadow areas are also proposed. Per the planting plan a combination of large, medium, and small trees will be planted, along with shrubs and rose plants. All plants being considered are native to the area. A total of 127 trees, 187 shrubs, and 36 meadow rose plants are proposed.

The proposal will be serviced by municipal water, sanitary and stormwater. There is municipal water available on Kennedy Lane East to support water demand, a private water main will loop around the site to provide water for the development. The existing sanitary sewer on Kennedy Lane East will convey the projected post-development flows from the proposed site development, a private sanitary sewer on site will service the development. The existing stormwater sewer on Kennedy Lane East will convey the post-development flows from the site, runoff from the rear yards along the property line of the site will be captured and conveyed towards Kennedy Lane East where possible, and there will be a small area of uncontrolled surface drainage entering the adjacent park towards the southeast side of the site, consistent with existing conditions.

Stormwater will be stored in underground tanks to reduce surface ponding and control stormwater runoff to existing conditions. Water quality objectives will be achieved via an oil and grit separator, treatment of water in the storage tanks and grass swales. Grass swales are vegetated open channels that convey, treat and attenuate stormwater runoff.

Five new private fire hydrants are required and will be provided to service and provide adequate coverage. The private driveway is the fire route.

On site garbage collection will be provided by a private collection service as the garbage enclosures are spread out throughout the site, 34 garbage areas are shown on the site plan. Every townhouse dwelling unit (units in blocks 5 and 8) have a combined bike bin and garbage storage area. The stacked dwellings have 24 garbage areas spread out across the site near the units.

Residential Units and Types

Dwelling Type	Number of Units
Stacked	71
Townhouse	10

Related Applications

The following applications are related to this proposed development:

- Zoning By-law Amendment – D02-02-22-0002

Decision and Rationale

This application is approved for the following reasons:

- Is in conformity with Zoning By-law Amendment adopted by City Council on March 22, 2023, By-law 2023-147.
- The proposal aligns with the Suburban Neighbourhood designation of the Official Plan, as well as the policies in section 4.2.1 that aim to enable greater flexibility and an adequate supply and diversity of housing options throughout the city.
- Special conditions have been included regarding Queenswood Ridge Park and on-site parking, specifically that residents acknowledge that units being rented may not be provided with any on-site parking.
- The proposed site design represents good planning.

Parkland Dedication

Parkland dedication, in accordance with By-law 2022-280, is not applicable to this development, per condition 26.

Consultation Details

Councillor's Comments

Councillor Matthew Luloff 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

Staff received 80 written public comments: a few members of the public expressed support for the project, while the majority expressed concerns. Two petitions exist on Change.org, one that did [not support](#) the redevelopment on the church property, the

second that [supported](#) the provision of more housing options.

The concerns expressed most often by the public in submitted comments were related to transportation and parking. Specifically:

- 1) Vehicular traffic associated with 81 new residential units.

Response: Per transportation modeling, it is anticipated that there will be an additional 25 vehicles in the peak hour, the existing road network can accommodate this.

- 2) Insufficient on-site parking will create increased pressure on street parking.

Response: The city has [on-street parking restrictions](#) and resident can contact by-law enforcement to minimize spillover problems. Currently, along Kennedy Lane E there is a combination of no parking and time limited street parking (3-hour parking from 7am-7pm weekdays, 6 hours on weekends from 7am-7pm).

- 3) New residents will misuse the adjacent parking lot in the city-owned park.

Response: Residents can contact the city to [report an issue with a parked vehicle on municipal property](#), such as parked over time limit.

- 4) Concern regarding the parking supply study.

Response: The prevailing travel characteristics for the area were reviewed, these travel characteristics are supportive of a lower parking space rate. The proximity to existing surface transit and planned higher order transit is also supportive, as are Transportation Demand Management (TDM) measures, such as reduced parking standards, enhanced bicycle parking and the provision of pre-loaded transit passes. Paid parking spaces will be available on site for the stacked dwelling units. If renters do not need parking, then they will not have to pay for a parking space as parking is rented separately from the unit. Renters can choose their residences knowing if it includes a parking space.

- 5) No Transportation Impact Assessment (TIA) was done.

Response: There are three different triggers for TIAs such as trips, location, and safety. The proposal did not surpass the thresholds established in our guidelines to require a TIA

Staff provided responses to public concerns in the Zoning By-law Amendment report entitled, Zoning By-law Amendment – 360 Kennedy Lane East, which went to [Ottawa City Council on March 22, 2023](#) (item 15.1).

Technical Agency/Public Body Comments

Comments were received from the following utility companies: Bell Canada, Enbridge, and Rogers. Comments were also received from two school Boards: Ottawa Carleton District School Board (OCDSB) and Conseil des écoles catholiques du Centre-Est (CECCE).

Summary of Comments –Technical

Bell requested an easement if applicable and requested the Owner contact Bell Canada during the detailed utility design stage. Enbridge requested an easement if applicable and requested the Owner contact Enbridge Gas Inc.'s Customer Connections department. Rogers requested the Owner contact Rogers Site Servicing if approved.

The OCDSB requested a notice on title regarding school accommodations, CECCE did not object.

Response to Comments –Technical

Technical comments were shared with the Applicant in the first feedback letter dated May 20, 2022. Staff have included a notice on title regarding school accommodation, condition 31

Advisory Committee Comments

Summary of Comments – Advisory Committees

Comments received centred on the need to identify how many units would be accessible and the need for accessible parking spaces.

Response to Comments – Advisory Committees

There will be nine ground-floor accessible dwelling units. Per the Site Plan five accessible parking spaces are being provided. There are two Type A space (3400 millimeters wide) and three Type B spaces (2400 mm wide), all with adjacent access aisles. Type A parking is a wider parking space which accommodates larger vehicles such as vans that are equipped with transfer ramps for users of wheeled mobility aids. Type B parking accommodates users who can walk but have limited mobility and cannot travel lengthy distances.

Accessibility requirements will be further reviewed by Building Codes Services (BCS) at the time of building permit.

Application Process Timeline Status

This Site Plan application was not processed by the On Time Decision Date. The Zoning By-law Amendment, adopted by Council on March 22, 2023, was appealed to the Ontario Land Tribunal. The Tribunal dismissed the appeal on December 7, 2023 ([OLT-23-000345](#)). Staff received a Site Plan resubmission late in 2024. Staff provided additional feedback letters in February and April of 2025, following a resubmission in early March 2025.

Contact: Lucy Ramirez Tel: 613-580-2424, ext. 23808 or e-mail: Lucy.Ramirez@ottawa.ca

Document 1 – Location Map

