



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

Site Location: 56 Capilano Drive

File No.: D07-12-23-0028

Date of Application: March 13, 2023

This SITE PLAN CONTROL application submitted by Haris Khan, Fotenn, on behalf of Ottawa Salus Corporation, is APPROVED as shown on the following plan(s):

1. **Site Plan Phase 2, A101**, prepared by CSV Architects, dated February 3, 2023, revision 7 dated August 11, 2023.
2. **Apartment Elevations, A301**, prepared by CSV Architects, dated February 3, 2023, revision 2 dated March 8, 2023.
3. **Apartment Elevations, A302**, prepared by CSV Architects, dated February 3, 2023, revision 2 dated March 8, 2023.
4. **Townhouse Elevations, A310**, prepared by CSV Architects, dated February 3, 2023, revision 2 dated March 3, 2023.
5. **Landscape Plan, L1-L4**, prepared by Fotenn Planning + Design, dated February 1, 2023, revision 4 dated October 10, 2023.
6. **Lot Grading, Drainage, Servicing, Erosion & Sediment Control Plan**, prepared by McIntosh Perry Consulting Engineers Ltd., dated March 3, 2023, revision 5 dated October 10, 2023.
7. **Tree Conservation Plan, 56CA**, prepared by IFS Associates, dated July 27, 2023.
8. **Phasing Plan**, prepared by CSV Architects, Dated October 31, 2023.

And as detailed in the following report(s):

1. **Servicing & Stormwater Management Report**, prepared by McIntosh Perry Consulting Engineers Ltd., dated March 3, 2023, revision 2 dated June 30, 2023.
2. **Phase One Environmental Site Assessment**, prepared by EXP Services Inc., dated March 2, 2022.
3. **Phase Two Environmental Site Assessment**, prepared by EXP Services Inc., dated May 27, 2022.
4. **Geotechnical Investigation**, prepared by Paterson Group, dated May 19, 2023.
5. **Environmental Noise Control Study**, prepared by Paterson Group, dated May 31, 2023.
6. **Tree Conservation Report**, prepared by IFS Associates, dated July 27, 2023.

7. **Site Lighting Certification Letter**, prepared by Chorley + Bisset Consulting Engineers Ltd., dated July 4, 2023.
8. **Flow Control Roof Drainage Declaration**, prepared by Chorley + Bisset Consulting Engineers Ltd. & Cleland Jardine Engineering Ltd., dated September 20, 2023.

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

General Conditions

1. **Execution of Agreement Within One Year**

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 one (1) year of Site Plan approval, the approval shall lapse.

GENERAL CONDITIONS

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, Real Estate 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. **Reinstatement of City Property**

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

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, Real Estate and Economic Development.

6. **Construct Sidewalks**

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

7. **Extend Internal Walkway**

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

8. **Completion of Works**

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

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

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

9. **Development Charges**

The Owner shall pay development charges to the City in accordance with the by-laws of the City, unless the development can be confirmed as exempt under Section 7 of By-law [2019-156](#)

SPECIAL CONDITIONS

Roads Right-of-Way and Traffic

10. On-Site Parking - Notice on Title

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 unit being sold/rented will 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 will 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 clause, 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 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

12. Noise Control Attenuation Measures

The Owner acknowledges and agrees to implement the noise control attenuation measures recommended in the approved Environmental Noise Control Study Proposed Residential Development, 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 (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.
- (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 clause 13 below.

13. **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 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, 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.”

14. **Airport Noise Warning Clause**

“Purchasers/building occupants are forewarned that this property/dwelling unit is located in a noise sensitive area due to its proximity to Ottawa Macdonald-Cartier International Airport.

In order to reduce the impact of aircraft noise in the indoor spaces, the unit has been designed and built to meet provincial standards for noise control by the use of components and building systems that provide sound attenuation. In addition to the building components (i.e. walls, windows, doors, ceiling-roof), since the benefit of sound attenuation is lost when windows or doors are left open, this unit has been fitted with a central air conditioning system.

Despite the inclusion of noise control features within the dwelling unit, noise due to aircraft operations may continue to interfere with some indoor activities and with outdoor activities, particularly during the summer months. The purchaser/building occupant is further advised that the Airport is open and operates 24 hours a day, and that changes to operations or expansion of the airport facilities, including the construction of new runways, may affect the living environment of the residents of this property/area.

The Ottawa Macdonald-Cartier International Airport Authority, its acoustical consultants and the City of Ottawa are not responsible if, regardless of the implementation of noise control features, the purchaser/occupant of this dwelling finds that the indoor and/or outdoor noise levels due to aircraft operations are of or are offensive.”

ENGINEERING

Geotechnical Engineering and Soils

15. 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 Report, prepared by Paterson (2023) (the “Report”), referenced in Schedule “E” herein, are fully implemented. The Owner further acknowledges and agrees that it shall provide the General Manager, Planning, Real Estate and Economic Development with confirmation issued by the geotechnical engineer that the Owner has complied with all recommendations and provisions of the 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, Real Estate and Economic Development.

16. Record of Site Condition

Prior to the issuance of any building permit, the Owner shall submit to the General Manager, Planning, Real Estate and Economic Development, and the Chief Building Official, a Record of Site Condition (“RSC”) completed in accordance with the *Environmental Protection Act*, R.S.O. 1990, c. E.19, *O.Reg. 153/04* (“*O.Reg. 153/04*”), as amended, and such RSC shall be acknowledged by the Ministry of

the Environment, Conservation and Parks. The RSC shall confirm that all or part of the site is suitable for the proposed use in accordance with *O.Reg. 153/04*. The City may issue a building permit on a phased basis to allow for site investigation and remediation activities if permitted by *O.Reg. 153/04* which shall be at the sole discretion of the Chief Building Official.

Where available information reveals that contamination extends into a City right-of-way and submission of an RSC is not possible, a building permit may be issued, at the sole discretion of the Chief Building Official, on a phased basis:

- (a) where the Owner has executed an off-site management agreement with the City to remediate the right-of-way and the site or;
- (b) where the Owner has completed remediation Work on the right-of-way to the satisfaction of the General Manager, Planning, Real Estate and Economic Development.

Groundwater

17. Groundwater Management

The Owner acknowledges and agrees to retain an environmental consultant to test groundwater to be removed from the site during and after redevelopment. If through further testing the groundwater samples are found to be contaminated, all contaminated groundwater must be removed, managed or treated in accordance with appropriate Ontario regulations and/or discharged in accordance with the City's Sewer Use By-Law, being By-law No. 2003-514, as amended.

Civil Engineering

18. Stormwater Management Memorandum

Prior to registration of this Agreement, the Owner acknowledges and agrees to provide the General Manager, Planning, Real Estate and Economic Development, with a memorandum prepared by a Professional Engineer, licensed in the Province of Ontario, confirming that the designed roof-top scuppers and associated spill point elevations will be set equivalent to the top of the control weir of the approved roof drain elevation(s). The Owner further acknowledges and agrees that said memorandum shall be to the satisfaction of the General Manager, Planning, Real Estate and Economic Development, and all associated costs shall be the Owner's responsibility.

19. 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 the list of approved

plans & studies herein. The Owner further acknowledges and agrees to provide the General Manager, Planning, Real Estate and Economic Development with certificates of compliance issued by a Professional Engineer, licensed in the Province of Ontario, confirming that all recommendations and provisions have been implemented in accordance with the approved Plans and Reports referenced in list of approved plans & studies herein.

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

The Owner acknowledges and agrees to install and maintain in good working order the required roof-top stormwater inlet control devices, as recommended in the approved Servicing and Stormwater Management Report, referenced in list of approved plans & studies 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.

21. **Water Demand for Fire Fighting**

The Owner acknowledges and agrees that the City's boundary conditions were provided for the subject development site setting out the available municipal water supply. The Owner further acknowledges and agrees that prior to building permit issuance, a letter shall be prepared by a qualified Building Code professional, licensed in the Province of Ontario, and provided to the General Manager, Planning, Real Estate and Economic Development confirming the plans submitted for building permit issuance have incorporated any and all requirements of the Fire Underwriters Survey, 2020, or as amended, to achieve the low construction coefficient used within the proposed building design.

Private Systems

22. **Water Plant**

The Owner acknowledges and agrees that the water plant within the lands is a private watermain. The Owner further acknowledges and agrees that the private watermain and appurtenances thereto are to be maintained by the Owner at its own expense, in perpetuity. The Owner performing maintenance on critical infrastructure, such as private watermains and private fire hydrants, shall maintain adequate records as proof of having done so in accordance with applicable regulations, and that the records shall be retained for review by the City and or the Ottawa Fire Services when requested.

23. **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, Real Estate and Economic Development.

24. **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.

Blasting

25. **Use of Explosives and Pre-Blast Survey**

The Owner acknowledges and agrees that all blasting activities will conform to the City’s Standard S.P. No. F-1201 entitled Use of Explosives, as amended. Prior to any blasting activities, a pre-blast survey shall be prepared as per S.P. No. F-1201, at the Owner’s expense, for all buildings, utilities, structures, water

wells and facilities likely to be affected by the blast based on the location where explosives are to be used. In particular, a pre-blast survey shall be completed in accordance with Table 1 of S.P. No. F-1201. The standard inspection procedure shall include the provision of an explanatory letter to the owner or occupant and owner with a formal request for permission to carry out an inspection.

Site Lighting

26. 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, Real Estate 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.

PLANNING AND OTHER

Planning and Design

27. Committee of Adjustment Application

Prior to the registration of the Site Plan agreement, the owner shall obtain approval from the Committee of Adjustment for minor variances as required to implement the approved design, and all opportunities for appeal must be exhausted.

28. Phasing

The Owner acknowledges and agrees that the proposed development will be constructed in Phases as shown on the approved Phasing Plan referenced in the list of approved plans & studies herein.

The Owner acknowledges and agrees that no building permit or commence work order for any of the buildings, structures or Works in Phase 2 (the townhouse units)

of this development will be issued prior to receipt of securities in accordance with Schedule B of the Agreement.

29. **Securities**

- a. The owner acknowledges and agrees that the City shall secure site plan securities, as referenced in Schedule "B" hereto, through the withholding of funding from the CMHC Rapid Housing Initiative (RHI) and Ontario Priorities Housing Initiative (OPHI), the particulars of which are outlined in the Affordable Housing Contribution Agreement between the Owner and the City registered on October XX, 2023 as Instrument No. XXX (the "Contribution Agreement"). The Contribution Agreement implementing the withholding provisions shall be provided to the satisfaction of the General Manager, Planning, Real Estate and Development, prior to the issuance of an occupancy permit. If the Contribution Agreement is not received at the time of the request for the issuance of an occupancy permit, the Owner acknowledges and agrees to submit securities at a rate of 100% of Total Estimated Cost of Works on public property and 50% of Total Estimated Cost of Works on private property and as indicated on Schedule "B" hereto.
- b. Subject to Clause (a) above, the Owner acknowledges and agrees that the required security as indicated in Schedule "B", in the amount of \$XXX, hereto will be secured by the withholding of milestone payments in the Contribution Agreement and that said milestone payments will continue to be withheld until all site Works, as determined by Phase, including but not limited to, sanitary sewers, storm sewers, stormwater management Works, watermain Works, landscaping Works and road Works, have been completed to the satisfaction of the General Manager, Planning, Infrastructure and Economic Development.

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.

31. **Notice on Title – Residential and Recycling Collection**

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 City will provide cart (and/or container) garbage, recycling, and organic waste collection for the residential units, at the Owner’s expense. The Owner shall provide an adequate storage room or space for garbage, recycling, and organic waste carts (and/or containers) 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 storage room or area suitable for garbage/recycling/organic waste collection vehicles and a depressed curb at the entrance to facilitate access to the carts and/or containers, to the satisfaction of the Program Coordinator, Waste Collection Services. The Owner further acknowledges and agrees that any additional services (i.e. winching of containers) may result in extra charges.”

“The Purchaser/Lessee covenants with the Vendor/Lessor that the above clause, 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.”

Trees

32. Trees in City’s Right-of-Way

Prior to registration of this Agreement, the owner(s) agree to confirm with Hydro Ottawa the type of wire in place above the Right Of Way (ROW) frontage of 56 Capilano and if tree planting guidelines apply to it. This confirmation will be provided in writing to the City.

The owner(s) agree to provide a revised Landscape Plan to the satisfaction of the General Manager of the Planning, Real Estate and Economic Development Department, including a minimum of 4 new 50mm caliper trees to be planted within the Capilano Right of Way, of the largest species appropriate for the soil volume and overhead space available, based upon Hydro’s confirmation of the wire existing over a portion of the frontage.

Common Elements

33. 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, Real Estate and Economic Development.

- (b) The Owner shall file with the General Manager, Planning, Real Estate 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 34 (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, Real Estate and Economic Development.
- (d) The Owner acknowledges and agrees that the Joint Use, Maintenance and Liability Agreement shall include a clause requiring subsequent purchasers to enter into an assumption agreement that transfers all legal and financial obligations required under the Joint Use, Maintenance and Liability Agreement to the future owners, successors and assigns in title of the subject lands. The Owner further acknowledges and agrees to include a clause in all agreements of purchase and sale informing purchasers that there is a Joint Use, Maintenance and Liability Agreement registered on title to the subject lands, and require the purchaser to enter into an assumption agreement thereto.

CONVEYANCES TO CITY

November 1, 2023



Date

Allison Hamlin
Manager, Development Review, West
Planning, Real Estate and Economic
Development Department

SITE PLAN CONTROL APPROVAL APPLICATION SUPPORTING INFORMATION

File Number: D07-12-23-0028

SITE LOCATION

The subject site is located south of Capilano Drive and between Merivale Road to the west and Birchwood Drive to the east, and as shown on Document 1.

SYNOPSIS OF APPLICATION

The subject site is comprised of one parcel of land that is rectangular in shape and is approximately 2775 m² with 45 m frontage along Capilano Drive. The site is currently vacant.

To the north and east of the site, on the north side of Capilano Drive is a low-rise residential neighbourhood known as Skyline-Fischer Heights. To the west is a commercial plaza and public library. To the south is the City View Curling Club.

The proposed development includes a four-storey apartment building and a two-storey residential building which contains 4 four-bedroom townhouse units, with a total of 58 affordable residential units. The townhouse units will be fronting on Capilano Drive and the four-storey apartment building will be located at the rear of the site. 15 parking spaces and a communal outdoor amenity space will be located between the two buildings. There is no minimum parking space requirement associated with this site.

This proposal was reviewed under the Urban Design Guidelines for Low-Rise Infill Housing. This is reflected in the materiality and design of the buildings, landscaping, and site layout to provide a transitional space and to screen the parking and outdoor amenity space from adjacent properties.

Residential Units and Types

Dwelling Type	Number of Units
Apartment	54
Townhouse	4

Related Applications

The following applications are related to this proposed development:

- Zoning By-Law Amendment – D02-02-22-0055
- Lifting of a Holding Symbol – D07-07-23-0009
- Committee of Adjustment, Consent for Severance – D08-01-23/B-00208, D08-01-23/B-00219
- Committee of Adjustment, Minor Variance – D08-02-23/A-00201, D08-02-23/A-00217

DECISION AND RATIONALE

This application is approved for the following reasons:

- The proposal conforms to the policies set out in Official Plan and aligns with the directions outlined under the Urban Design Guidelines for Low-Rise Infill Housing.
- The proposal is in compliance with the Zoning By-law, having received approval for a Zoning By-Law Amendment on December 7, 2022 under By-Law No. 2022-370 to rezone the parcel to Residential Fourth Density, Subzone Z, Urban Exception 2840 (R4Z[2840]-h). The Committee of Adjustment Minor Variance applications (D08-02-23/A-00201, D08-02-23/A-00217) were approved on October 13, 2023, and received no appeals on November 2, 2023.
- Conditions of approval have been included in this report to ensure the proposed development is constructed in conformity with City policies and guidelines.
- The proposal represents appropriate site design and represents good planning under the current policy framework.

PARKLAND DEDICATION

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

CONSULTATION DETAILS

Councillor's Comments

Councillor Sean Devine 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 was no public comment received online.

Technical Agency/Public Body Comments

Summary of Comments –Technical

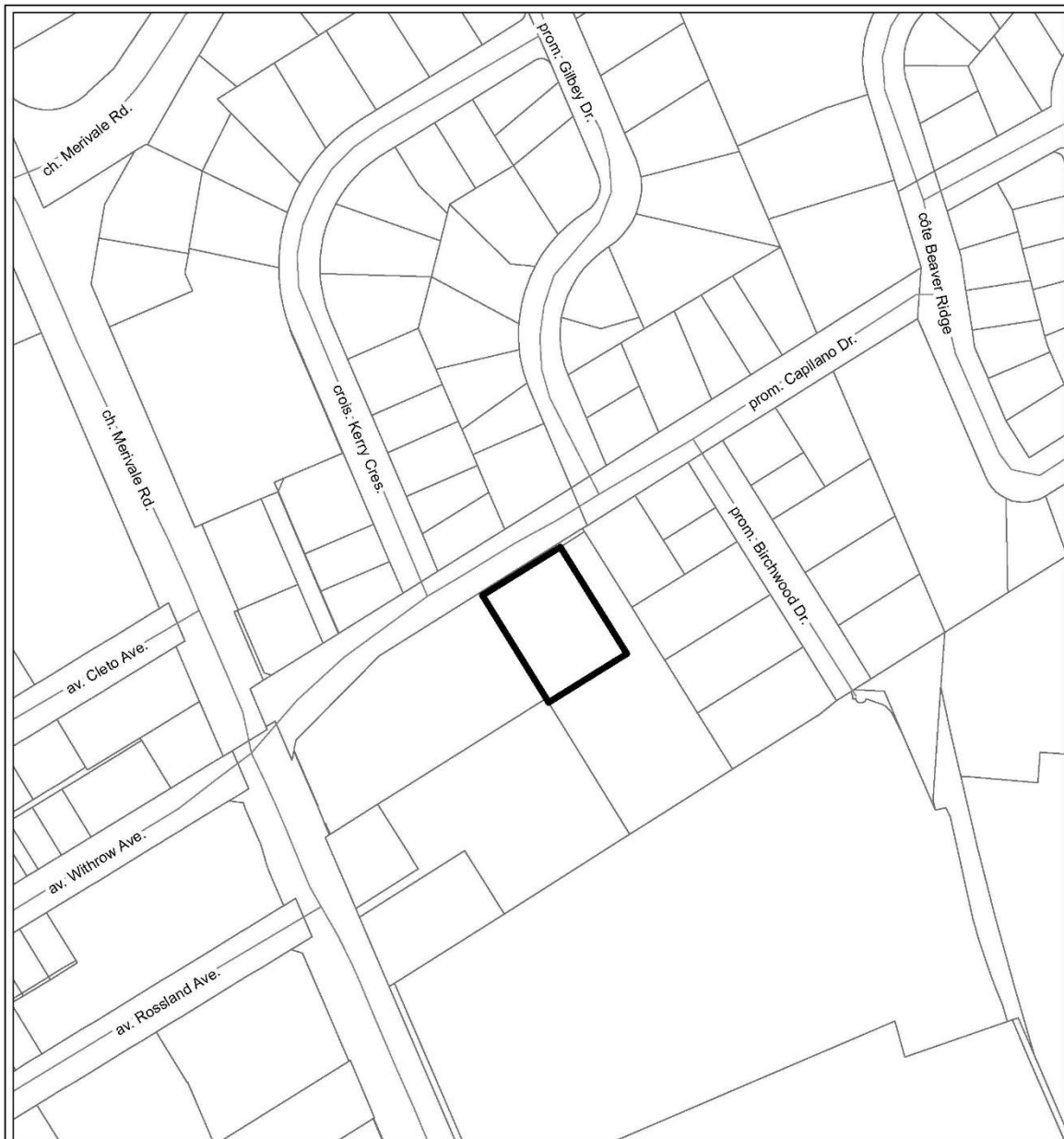
N/A

APPLICATION PROCESS TIMELINE STATUS

This Site Plan application was not processed by the On Time Decision Date due to the complexity of issues associated with timing of the required minor variances.

Contact: Kieran Watson Tel: 613-580-2424, ext. 25470 or e-mail:
Kieran.Watson@ottawa.ca

Document 1 – Location Map



	
D07-12-23-0028	23-0260-X
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REVISION / RÉVISION - 2023 / 03 / 16	

LOCATION MAP / PLAN DE LOCALISATION
SITE PLAN / PLAN D'EMPLACEMENT


56 promenade Capilano Drive


NOT TO SCALE