



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

Site Location: 4200 Innes Road (1070 Noella Leclair Way)

File No.: D07-12-23-0068

Date of Application: July 05, 2023

This SITE PLAN CONTROL application submitted by Broadstreet Properties Inc., is APPROVED as shown on the following plan(s):

1. **Site Plan**, drawing **A1.00** prepared by Abele Architecture dated 05/24/2023, Revision D dated 03/22/2024.
2. **Building A – Colour Elevation**, drawing **A3.00 (A)** prepared by Abele Architecture dated 05/24/2023, Revision D dated 03/22/2024.
3. **Building A – Colour Elevation**, drawing **A3.01 (A)** prepared by Abele Architecture dated 05/24/2023, Revision D dated 03/22/2024.
4. **Building B – Colour Elevation**, drawing **A3.00 (B)** prepared by Abele Architecture dated 05/24/2023, Revision D dated 03/22/2024.
5. **Building B – Colour Elevation**, drawing **A3.01 (B)** prepared by Abele Architecture dated 05/24/2023, Revision D dated 03/22/2024.
6. **Building C – Colour Elevation**, drawing **A3.00 (C)** prepared by Abele Architecture dated 05/24/2023, Revision D dated 03/22/2024.
7. **Building C – Colour Elevation**, drawing **A3.01 (C)** prepared by Abele Architecture dated 05/24/2023, Revision D dated 03/22/2024.
8. **Building D – Colour Elevation**, drawing **A3.00 (D)** prepared by Abele Architecture dated 05/24/2023, Revision D dated 03/22/2024.
9. **Building D – Colour Elevation**, drawing **A3.01 (D)** prepared by Abele Architecture, Revision D dated 03/22/2024.
10. **General Plan of Services**, drawing **122179 - GP** prepared by A.R. Mestwarp & G.J. MacDonald dated May 24/2023, Revision 8 dated May 02/2024.
11. **Grading Plan**, drawing **122179-GR** prepared by A.R. Mestwarp & G.J. MacDonald dated May 24/2023, Revision 8 dated May 02/2024.
12. **Grading Plan – Building A Rear Grading**, drawing **122179-GR2** prepared by A.R. Mestwarp & G.J. MacDonald dated May 24/2023, Revision 8 dated May 02/2024.
13. **Erosion and Sediment Control Plan**, drawing **122179-ESC** prepared by A.R. Mestwarp & G.J. MacDonald dated May 24/2023, Revision 8 dated May 02/2024.
14. **Notes and Details**, drawing **122179-ND** prepared by A.R. Mestwarp & G.J. MacDonald dated May 24/2023, Revision 8 dated May 02/2024.

15. **Landscape Plan**, drawing **L.1** prepared by Studio Red Landscape Architecture Ltd. dated 2023-12-15, Revision 3 dated 2023-05-24.
16. **Details**, drawing **L.2** prepared by Studio Red Landscape Architecture Ltd. dated 2023-12-15, Revision 3 dated 2023-05-24.
17. **Tree Conservation Plan**, drawing **TCR-1** prepared by Studio Red Landscape Architecture Ltd. dated 2023-05-25.

And as detailed in the following report(s):

1. **Geotechnical Investigation**, prepared by Paterson Group, Report PG6528-1 Revision 1 dated March 22, 2023.
2. **Servicing and Stormwater Management Report**, prepared by Novatech, project 122179, Revision 2 dated September/15/2023.
3. **Tree Conservation Report**, prepared by Studio Red Landscape Architecture Ltd. dated May 25, 2023.
4. **Phase One Environmental Site Assessment**, prepared by Pinchin Ltd., project 325581, dated May 9, 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.

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 Department.

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 Department, 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 Department.

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, Development and Building Services Department.

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 as identified in this Agreement have been carried out and received Approval by the General Manager, Planning, Development and Building Services Department, 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 Department, the aforesaid Works are proceeding satisfactorily toward completion. The Owner shall obtain the prior consent of the General Manager, Planning, Development and Building Services Department 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 Department, 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

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.

11. Permanent Encroachment Agreement

The Owner acknowledges and agrees to enter into a permanent Encroachment Agreement to permit the encroachment of walkways to be constructed within the City's Noella Leclair Way right-of-way. The Owner shall, at its expense, provide a reference plan for registration, indicating the approved encroachments, and the Owner shall submit the draft reference plan to the City's Surveyor for review and approval prior to its deposit in the Land Registry Office. The Owner further acknowledges and agrees that the cost of preparation and registration of the Encroachment Agreement will be borne by the Owner.

12. Letter of Tolerance – Right-of-Way

The Owner shall, within two (2) weeks of Site Plan Control Approval, file with the General Manager, Planning, Development and Building Services Department a copy of the letter of tolerance issued by the Right-of-Way Unit for the encroachment of the walkways to be constructed within the City's Noella Leclair Way right-of-way, as shown on the approved Landscape Plan L1, referenced in Schedule "E" herein.

13. 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 sold/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

14. 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.

15. 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

16. 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:

To be applied to each unit along the southern elevation of Building B.

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.”

Ending Paragraph

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

ENGINEERING

Geotechnical Engineering and Soils

17. 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 Department 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 Department.

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 during major storm events, depressed driveways and below grade parking areas may be subject to flooding due to drainage from the road allowance. The purchaser/lessee further acknowledges being advised that the City of Ottawa shall not be liable for flooding claims. Backwater valves are recommended for installation on catch basins located in depressed driveways.”

“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.”

18. Protection of City Sewers

- (a) Prior to the issuance of a building permit, the Owner shall, at its expense:
 - (i) obtain a video inspection of the City Sewer System within Noella Leclair Way and Lady Pellatt Street 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 Department.
- (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 Department:
 - (i) obtain a video inspection of the existing City Sewer System within Noella Leclair Way and Lady Pellatt Street 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 Noella Leclair Way and Lady Pellatt Street and compensate the City for the full amount of any required repairs to the City Sewer System.

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 Schedule “E” herein. The Owner further acknowledges and agrees to provide the General Manager, Planning, Development and Building Services Department 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.

20. 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 Site Servicing & 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

21. 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 Department.

22. Site Dewatering

The Owner acknowledges and agrees that while the site is under construction, any water discharged to the sanitary sewer due to dewatering shall meet the requirements of the City's Sewer Use By-law No. 2003-514, as amended.

Blasting

23. 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.

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

Site Lighting

24. 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 Department, 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

25. Exterior Elevations Drawings

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

Waste Collections

26. Waste Collection

Residential

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.

Commercial

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.

Common Elements

Signs

27. 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.

Community Benefits Charge

28. Community Benefits Charge

The Owner acknowledges that the development is subject to payment of a Community Benefits Charge estimated to be \$264,000.00, payable at the time of building permit issuance, calculated in accordance with the Community Benefits Charge By-law 2022-307 (as amended from time to time) and the Planning Act (the “CBC Estimate”).

For the purposes of calculating the CBC Estimate, the City has utilized a property valuation which has an effective date of the date of the site plan approval and the currently proposed area subject to development or redevelopment. The Owner acknowledges that the City will collect the CBC Estimate amount at the time of building permit issuance provided (a) the first building permit is issued within twenty-four months of the date of the present site plan approval and (b) the land area subject to development or redevelopment has not changed.

Should the first building permit not be issued within twenty-four months, an updated valuation of the land that is the subject of development or redevelopment will be provided by the City prior to building permit issuance, or earlier if requested by the Owner. The Owner further acknowledges that if the land area shown in any subsequent building permit application(s) as being subject to development or redevelopment differs from the land area shown in the Site Plan as being subject to development or redevelopment, the above-indicated amount may be recalculated based on the land area shown in the building permit application(s).

AGENCIES

RVCA

29. 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 Department.

School

30. 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."



May 30, 2024

Date

John Sevigny, C.E.T.
(A) Manager, 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

File Number: D07-12-23-0068

SITE LOCATION

The site is located on the west side of Noëlla Leclair Way at the intersection of Lady Pellatt Street, and as shown on Document 1.

SYNOPSIS OF APPLICATION

The 1.91-hectare site is currently vacant and relatively flat. The property is part of a larger subdivision (File No. D07-16-18-0006). This area is being redeveloped with a mix of residential and commercial uses.

Surrounding land uses include vacant lands to the north and east zoned Arterial Mainstreet and designated Mixed-Use Area designation under the East Urban Community Phase 3 Secondary Plan. There are three existing Automobile Dealerships to the west with frontage on Mer Bleue Road. There are undeveloped lands to the south zoned Industrial and designated Employment Lands designation. Further to the south is the future extension of Vanguard Drive. The site is south-east of the intersection of Innes Road and Mer Bleue Road, and the wider area context includes large-format retail south of Innes Road and the Queenswood Heights residential subdivision further north of Innes. Noëlla Leclair Street will end in a temporary turning circle adjacent to the site's south-east corner until development proceeds further south of the site.

The proposed development consists of four six-storey, mid-rise residential buildings containing a total of 293 dwelling units. Each residential building includes a mix of bachelor, one-bedroom, two-bedroom, and three-bedroom units. Private balconies are provided for private amenity spaces for each unit. The residential buildings line the perimeter of the subject site with parking and ground level amenity space located in the interior. There is also 339 square metres to commercial office space located on the ground floor of building B facing Noella Leclair Way.

Three of the Buildings will present a façade to Noella Leclair Way with the elevation articulated by strong vertical elements to break up the perceived width of the building mass. The main entrance to building A is highlighted by a prominent canopy and there are patios and individual entrances from the sidewalk to ground-floor units. Building B has three commercial units orientated to the street on the ground level. Waste management is provided through screened garbage and recycling enclosures located on the interior of the site.

The developer received permission for a minor variance (File No. D08-02-24/A-00007) from the Committee of Adjustment on February 20, 2024 to permit a reduced parking space rate to 0.96 spaces per dwelling unit for a total of 285 parking spaces. The Zoning By-law normally requires 1.2 parking spaces per dwelling units for mid-rise apartment buildings within Area C of Schedule 1A, which in this circumstance would have required 293 vehicle parking spaces. The variance was granted on the basis that the reduction in parking was in line with the wider development of a mixed-use subdivision and the Official Plan policies that encourage a shift away from automobile-centred development and an increase in soft landscaped areas and tree canopy. Given this variance, a total of 285 vehicle parking spaces are provided on the site. There are 179 surface level vehicle parking spaces and then 106 vehicle parking spaces divided three underground parkades located underneath Buildings A, C and D. Three of the provided vehicle parking spaces are considered accessible, 59 spaces are for visitors and 143 parking spaces are designed for small vehicles.

Further, a total of 151 bicycle parking spaces are provided: there are 76 surface level bicycle parking spaces throughout the site and 75 more are located within the buildings.

The site will be serviced through the existing municipal watermain and municipal sanitary sewer in Noella Leclair Way. The proposed development is expected to have an acceptable impact on the Lady Pellatt Street municipal storm sewer.

Residential Units and Types

Dwelling Type	Number of Units
Apartment	293

Related Applications

N/A

DECISION AND RATIONALE

This application is approved for the following reasons:

- The proposed development is in conformity with the relevant policies of the Official Plan (2022) and the East Urban Community Phase 3 Secondary Plan. The site is designated Neighbourhood and is within the Evolving Neighbourhood Overlay of the Official Plan. The site is further designated Mixed Used Area under the East Urban Community Phase 3 Secondary Plan and related Community Design Plan.
- The proposed development conforms to the provisions of the Arterial Mainstreet (Exception 2414) Height 40 Zone (AM[2414]H(40)).
- The proposed site design represents good planning for this future mixed-use community.

PARKLAND DEDICATION

Parkland dedication, in accordance with By-law 2022-280, was previously satisfied through the related plan of subdivision approval.

CONSULTATION DETAILS

Councillor's Comments

Councillor Catherine Kitts is aware of the application:

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

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 issues around side yard setbacks and amenity areas.

Contact: Steve Belan Tel: 613-580-2424, ext. 27591 or e-mail: Steve.Belan@ottawa.ca

