



SITE PLAN CONTROL APPLICATION DELEGATED AUTHORITY REPORT PLANNING, DEVELOPMENT AND BUILDING SERVICES DEPARTMENT

Site Location: 3317 Navan Road

File No.: D07-12-23-0085

Date of Application: June 14, 2023

This SITE PLAN CONTROL application submitted by Simran Soor, NOVATECH, on behalf of 2628576 Ontario Inc., is APPROVED as shown on the following plan(s):

1. **Complex Site Sections**, plan A300, prepared by Rossmann Architecture, dated January 13, 2023, revision 3.6 dated March 05, 2024.
2. **Elevations**, plan A200, prepared by Rossmann Architecture, dated January 13, 2023, revision 3.6 dated March 05, 2024.
3. **Elevations**, plan A201, prepared by Rossmann Architecture, dated January 13, 2023, revision 3.6 dated March 05, 2024.
4. **Grading and Erosion and Sediment Control Plan**, Plan118076-GR, prepared by NOVATECH, dated June 08, 2023, revision 4 dated February 27, 2024.
5. **Landscape Plan**, plan 118076-L1, prepared by NOVATECH, dated June 13, 2023, revision 4 dated July 11, 2024.
6. **Details**, plan 118076-L2, prepared by NOVATECH, dated June 13, 2023, revision 4 dated July 11, 2024.
7. **Complex Site Plan**, plan A050, prepared by Rossmann Architecture, dated January 13, 2023, revision 3.7 dated September 15, 2024.
8. **Complex Roof Plan**, plan A060, prepared by Rossmann Architecture, dated January 13, 2023, revision 3.7 dated September 15, 2024.

9. **General Plan of Services**, plan 118076-GP, prepared by NOVATECH, dated June 08, 2023, revision 4 dated February 27, 2024.
10. **Post-Development Storm Drainage Area Plan**, plan 118076-STM2, prepared by NOVATECH, dated June 08, 2023, revision 4 dated February 27, 2024.
11. **Pre-Development Storm Drainage Are Plan**, plan 118076-STM1, prepared by NOVATECH, dated June 08, 2023, revision 3 dated February 27, 2024.

And as detailed in the following report(s):

1. **Geotechnical Investigation Proposed Mid-Rise Apartment Buildings**, Report PG6582-1, prepared by Paterson Group, dated April 12, 2023, revised January 29, 2024.
2. **Geotechnical Response to Review Comments**, PG6582-Memo-02, prepared by Paterson Group, dated October 17, 2023.
3. **Geotechnical Review - Grading Plan Review**, PG6582-Memo-04, prepared by Paterson Group, dated February 27, 2024.
4. **Landfill Impact Assessment 3317 Navan Road Ottawa, ON**, Report PG6556-2, prepared by Paterson Group, dated June 06, 2023, revised November 15, 2023.
5. **Environmental Noise Control Study Proposed Development 3317 Navan Road Ottawa, ON**, Report PG6556-1, prepared by Paterson Group, dated June 06, 2023, revised March 19, 2024.
6. **Environmental Noise Control Study Stationary Noise Component Proposed Residential Development 3317 Navan Road Ottawa, ON**, Report PG6556-3, prepared by Paterson Group, dated June 06, 2023, revised November 15, 2023.
7. **Phase 1 Environmental Site Assessment Vacant Land 3317 Navan Road, Ottawa, ON**, Report PE4245-1, prepared by Paterson Group, dated March 15, 2018.
8. **Phase 1 Environmental Site Assessment Update 3317 Navan Road, Ottawa, ON**, report PE4245-Let.02, prepared by Paterson Group, dated January 16, 2023.
9. **Proposed Residential Development 3317 Navan Road Development Servicing Study and Stormwater Management Report**, Report R-2023-024, prepared by NOVATECH, dated June 08, 2023, revised February 14, 2024.
10. **Proposed Residential Development 3317 Navan Road, Ottawa Transportation Impact Assessment**, Report R-2023-011, prepared by NOVATECH, dated June 2023 revised November 2023.
11. **Tree Conservation Report**, Report 118076-TCR, prepared by NOVATECH, dated June 13, 2023, revised July 11, 2024.

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. **Barrier Curbs**

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

3. **Water Supply for Fire Fighting**

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

4. **Reinstatement of City Property**

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

5. **Construction Fencing**

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

6. **Extend Internal Walkway**

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

7. Completion of Works

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

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

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

8. Development Charges

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

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, 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.

Roads Right-of-Way and Traffic

Access

10. 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.

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. Notice on Title – Noise Control Attenuation Measures

The Owner acknowledges and agrees that a notice shall be registered on title to the subject lands, at the Owner's expense. The Owner further acknowledges and agrees that such notice on title, or the clauses as written directly below, shall be included in all agreements of purchase and sale and lease agreements to inform prospective purchasers and tenants of these matters. The notice on title shall include, but not be limited to, the following:

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

Type A – Increasing Roadway Traffic (All buildings)

“The purchaser/lessee for themselves, their heirs, executors, administrators, successors and assigns, acknowledges being advised that noise levels due to increasing roadway / rail / air traffic may be of concern, occasionally interfering with some activities of the dwelling occupants as the outdoor sound level exceeds the City of Ottawa’s and the Ministry of the Environment, Conservation and Parks’ noise criteria.”

“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.”

Type C – Forced Air Heating System and Ducting (Buildings B and C)

“The purchaser/lessee for themselves, their heirs, executors, administrators, successors and assigns, acknowledges being advised that this dwelling unit has been fitted with a forced air heating system and the ducting, etc. was sized to accommodate central air conditioning. Installation of central air conditioning by the purchaser/lessee will allow windows and exterior doors to remain closed, thereby ensuring that the indoor sound levels are within the City of Ottawa’s and the Ministry of the Environment, Conservation and Parks’ noise criteria.”

“The purchaser/lessee for themselves, their heirs, executors, administrators, successors and assigns, acknowledges and agrees it shall identify the location and install any outdoor air conditioning device(s) so as to comply with the noise criteria of the Ministry of the Environment, Conservation and Parks’ Publication NPC-216, dated 1993, and the Environmental Noise Guidelines for Installation of Residential Air Conditioning Devices, dated September 1994, as amended, in order to minimize the noise impacts both on and off the immediate vicinity of the subject lands.”

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

Type D – Central Air Conditioning (Building C)

“The purchaser/lessee for themselves, their heirs, executors, administrators, successors and assigns, acknowledges being advised that this dwelling unit has been supplied with a central air conditioning system which 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 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 Soil

13. **Geotechnical Investigation**

The Owner acknowledges and agrees that it shall retain the services of a geotechnical engineer, licensed in the Province of Ontario, to ensure that the recommendations of the Geotechnical Investigation Proposed Mid-Rise Apartment Buildings (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

14. **Notice on Title – Below Grade Parking Areas and Depressed Driveways**

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 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.”

15. Re-grading and Maintenance of Ditch

The Owner acknowledges and agrees it shall be responsible for various grading along Navan Road

- a) Re-grade the shoulders of the ditch within the road allowance(s) of Navan Road abutting the subject lands, to the satisfaction of the General Manager, Planning, Development and Building Services Department;
- b) Obtain utility clearances prior to the re-grading of any ditch;
- c) Obtain approval from the City’s Roads Services Branch of the Public Works Department if the grade of any ditch bottom is to change; and

16. Protection of City Sewers and future City Sewers

Prior to the issuance of a building permit, the Owner shall, at its expense:

- a) obtain a video inspection of the City Sewer System within Navan Road and Esselmont Street (Street 3 on Draft Plan of Subdivision of Part 3 and 4 Concession 4 (Ottawa Front) and Block 41 and 53 Registered Plan 4M-1429 City of Ottawa, surveyed by Annies, O’Sullivan, Vollebekk Ltd, Job No. 15760-15 Ashcroft Pt Lts 3, 3 C4 of GL Sub D2 N) 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 Navan Road and Esselmont 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 Navan Road and Esselmont Street and compensate the City for the full amount of any required repairs to the City Sewer System.

17. Stormwater Management Memorandum

Prior to registration of this Agreement, the Owner acknowledges and agrees to

provide the General Manager, Planning, Development and Building Services, 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, Development and Building Services, and all associated costs shall be the Owner's responsibility.

18. **Stormwater Works Certification**

Upon completion of all stormwater management Works, the Owner acknowledges and agrees to retain the services of a Professional Engineer, licensed in the Province of Ontario, to ensure that all measures have been implemented in conformity with the approved Plans and Reports, referenced in Schedule "E" herein. The Owner further acknowledges and agrees to provide the General Manager, Planning, 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.

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

The Owner acknowledges and agrees to install and maintain in good working order the required roof-top and in-ground stormwater inlet control devices, as recommended in the approved PROPOSED RESIDENTIAL DEVELOPMENT 3317 NAVAN ROAD, Development Servicing Study and Stormwater Management Report. 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

20. **Water Plant**

The Owner acknowledges and agrees that other than the 250mm diameter public watermain within the city easement, 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.

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.

Vibration Monitoring

22. 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, Real Estate and Economic Development upon request. The Owner agrees and acknowledges that the City shall be indemnified from any damage claims resulting from construction activities.

Site Lighting

23. 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

24. Lifting of Holding

The owner acknowledges and agrees that as of this approval, the proposed watermain servicing solution and access is through future Esselmont Street within the 3323 Navan Road parcel that is owned by a 3rd party. The owner further acknowledges and agrees that the city has no control over the timing of the registration of the 3323 Navan Road subdivision and the final acceptance of the future watermain.

The Owner acknowledges and agrees no registration of the site plan agreement, no commence work notification (CWN) or building permits will be issued until the holding zone has been removed from the zoning. For clarity, to lift the holding zone, (1) it must be demonstrated to the satisfaction of the General Manager, Planning, Development and Building Services Department that a municipal watermain is available to service the development and (2) the ownership of Esselmont Street is transferred to City.

Waste Collection

25. 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.

Parks

26. Cash-in-lieu of Parkland Dedication

Prior to registration of the Site Plan Agreement, the Owner acknowledges and agrees to pay cash-in-lieu of conveyance of parkland as referenced in Schedule "B" herein (\$423,375.00). Pursuant to the City's Parkland Dedication By-law, being By-law No. 2022-280, as amended, 40% of said funds collected shall be directed to City wide funds, and 60% shall be directed to Ward 19 funds. The Owner shall also pay the parkland appraisal fee of \$820.00 plus H.S.T. of \$106.60, as referenced in Schedule "B" herein.

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.
- 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.

Conveyances to City

28. Road Widening

Prior to registration of this Agreement, the Owner acknowledges and agrees to convey to the City, at no cost to the City, an unencumbered road widening across

the complete Navan Road frontage of the lands, measuring 18.75 metres from the existing centreline of pavement. The exact widening must be determined by legal survey. The Owner shall provide a reference plan for registration, indicating the widening, to the City Surveyor for review and approval prior to its deposit in the Land Registry Office. Such reference plan must be tied to the Horizontal Control Network in accordance with the municipal requirements and guidelines for referencing legal surveys. The Owner acknowledges and agrees to provide an electronic copy of the Transfer and a copy of the deposited reference plan to the City Solicitor prior to the execution of this Agreement by the City. All costs shall be borne by the Owner.

29. **Water Easement**

Prior to the registration of this Agreement, the Owner shall grant to the City, at no cost to the City, an unencumbered 6 metre easement for a Water Easement as shown on the approved Site Plan referenced in Schedule "E" hereto, to the satisfaction of the City. The Owner shall provide a Reference Plan for registration, indicating the Water Easement, to the City Surveyor for review and approval prior to its deposit in the Land Registry Office. Such reference plan must be tied to the Horizontal Control Network in accordance with the municipal requirements and guidelines for referencing legal surveys. The Owner acknowledges and agrees to provide an electronic copy of the Transfer and a copy of the deposited reference plan to the City Solicitor prior to registration of the easement. All costs shall be borne by the Owner.

30. **City Easement – indemnification for work within water easement**

Development within the easement lands shall be undertaken in a manner which does not impact the City's infrastructure. The Owner further agrees that the City shall not be responsible for restoration of the easement lands beyond level surface grading. It shall be the responsibility of the Owner to restore the soft landscaping, asphalt, curbs, and signage, within the easement lands to their development condition in the event the City requires access to those easement lands. The Owner agrees to indemnify the City for any liability that may arise in respect of damages within the easement lands, as well as complaints, and claims, that may occur in the event that the City exercises its rights under the water easement.

The Owner further agrees to notify the lessees that the City owns the legal interest in the easement lands and shall have no recourse against the City for interruptions.

Agencies

RVCA

31. **Rideau Vally Conservation Authority**

The Owner acknowledges and agrees to obtain any required approvals and/or permits from the Rideau Valley Conservation Authority prior to the commencement of site works. The Owner acknowledges and agrees to file copies of such approvals and/or permits with the General Manager, Planning, Development and Building Services.

School

32. **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:

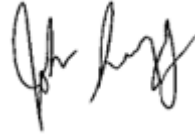
The Owner, or any subsequent owner of the whole or any part of the subject lands, acknowledges and agrees that all agreements of purchase and sale or lease agreements shall contain the following clauses, which shall be covenants running with the subject lands:

“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

February 20, 2025



Date

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

Enclosure: Site Plan Control Application approval – Supporting Information



SITE PLAN CONTROL APPROVAL APPLICATION SUPPORTING INFORMATION

File Number: D07-12-23-0085

SITE LOCATION

3317 Navan Road located in Orleans on the north side of Navan Road, approximately 500 metres south-east of Renaud Road, within the East Urban Community, and as shown on Document 1.

SYNOPSIS OF APPLICATION

The site is an irregular shaped parcel that totals approximately 15,733 square metres (1.57 hectares) in lot area and has 158 metres of frontage on Navan Road. The site is currently vacant, forested and is south of Phase 1 - Ashcroft Homes' Eastboro subdivision.

The Eastboro subdivision primarily consists of stacked townhouses with some detached and semi-detached dwellings. The lands to the east of the site are also owned by Ashcroft and are part of Phase 2 Eastboro. To the south, across Navan Road, are existing detached dwellings, outdoor storage yards and home-based businesses on lots zoned Development Reserve or Heavy Industrial. Also, to the southwest is Waste Connections Canada landfill (WCC).

Three four-storey apartment buildings are proposed for this development, each having a gross floor area (GFA) of approximately 4,600 square metres. At the rear of the site, buildings A and B are parallel to each other, oriented north to south with surface parking between the buildings. Building C is parallel to Navan Road with surface parking located behind the building. The proposed development will contain 164 total dwelling units - 55 units in each of buildings A and B, and 54 units in building C. Buildings A and B will contain 31-one-bedroom units, 17 two-bedroom units, and seven three-bedroom units. Building C will contain 31 one-bedroom units, 16 two-bedroom units, and seven three-bedroom units.

A total of 230 vehicle parking spaces are proposed, with 146 parking spaces located in an underground parking garage and 84 parking spaces located at grade, 33 of which will be designated for visitor parking. A total of 85 bicycle parking spaces are provided, with 45 spaces at grade and the remainder in the underground parking garage. The garbage room is to be located within the parking garage on P1 and a garbage pickup staging area is proposed at the entrance of the development off of Esselmont Street. Vehicular access will be from Esselmont Street, a proposed public street within the currently draft-approved Phase 2 Eastboro subdivision. A sidewalk connection to Navan Road will provide pedestrian access to the east and westbound bus stops approximately 30 metres west of the site.

The proposed sanitary connection for this proposed development will be to Navan Road. Stormwater management will be controlled on-site and be funneled to Navan Road. The water service connection for the subject site and the proposed three buildings are predicated on a watermain connection from the future Phase 2 Eastboro subdivision, via Esselmont Street. The City will be acquiring a 6-metre easement for looping of a public water main connecting the future watermain on Esselmont Street to the Navan Road watermain.

The Eastboro's Phase 2 subdivision remains in Ashcroft's ownership and the City has not assumed ownership of Esselmont Street or the water connection within it, both of which are required to service the proposal. A holding provision applies to this site, a condition of Site Plan Control Approval is lifting of this holding provision.

There are three flat roof low-rise apartment buildings proposed, the exterior of the buildings will be brick and cladding with projecting balconies. There is a private outdoor amenity space on the west side of the subject property adjacent to an amenity party room.

Residential Units and Types

Dwelling Type	Number of Units
Apartment	164

Related Applications

The following applications are related to this proposed development:

- Zoning By-law Amendment – D2-02-23-0054
- Plan of Subdivision – D07-16-08-0003, D07-16-15-0009 (extension), D07-16-19-0006 (extension).

DECISION AND RATIONALE

This application is approved for the following reasons:

- The site is designated 'Institutional' in the East Urban Community – CDP for the Phase 1 Area (CDP), which are intended to develop as institutional uses such as schools, emergency services and places of worship. The CDP states that when a school board releases and/or the City also releases its option to develop an institutional use at this site, the medium density designation for residential uses will apply. In this case, the proposed housing typology provides a diversified stock of housing and tenure within an otherwise lower density residential neighbourhood to the north to accommodate different types of family structures over time, consistent with the medium density designation.
- City Council approved a Zoning By-law Amendment for the subject site on March 6, 2024. A holding provision applies to the zoning – Residential Fourth Density Zone, Subzone Z, urban exception 2938, holding zone (R4Z[2938]-h). The holding symbol cannot be removed until:
 1. It is demonstrated to the satisfaction of the General Manager, Planning, Real Estate and Economic Development that a municipal watermain is available to service the development.
 2. The ownership of Esslemont Street is transferred to City.
- Staff have included special conditions; Site Plan Control Approval is conditional on the lifting of the holding provision applicable to the zoning. Further, the City is acquiring land for right-of-way protection and an easement for a watermain.
- The proposed site design represents good planning.

PARKLAND DEDICATION

Parkland dedication, in accordance with By-law 2022-280, is being satisfied within this approval through the taking of cash-in-lieu of parkland as detailed in the above conditions.

CONSULTATION DETAILS

Councillor's Comments

Councillor Catherine Kitts was aware of the application related to this report. Councillor Catherine Kitts indicated the following comments:

I want to highlight that the applicant has informed the City of the prospect of seeking CMHC approval for a portion of units to be designated as "affordable," which must be applauded.

However, as always, my concerns with the proposal revolve around the exacerbated transportation challenges in Ward 19. I do not find the TIA adequately considers the broader transportation network context.

The proposal offers one singular point of exit / entry for the development. Meaning all vehicles traveling in east or southbound directions will be using the unsignalized intersection at Renaud / Markinch. In the southwest corner of this intersection is an elementary school and on the southeast corner, existing residential poses a sightline issue for those turning right onto Renaud.

It doesn't appear that the lived experience of turning left from northbound Markinch to westbound Renaud has been contemplated. I foresee a major safety concern with the compounding factors of volume on Renaud, presence of an elementary school, and lack of traffic control measures at this intersection.

Allowing development to proceed without the infrastructure in place to support it has become common practice in Ward 19, and this development will most certainly create similar issues to those we have seen at Lamarche / Innes.

With a ratio of 164 apartments to 230 parking spots, the modal share for this development seems to adequately acknowledge the lack of efficient transit and active transportation options in this area, which is also devoid of commercial amenities. Thus, we create another medium-density car-dependent community in an area where development is outpacing infrastructure rapidly.

While the proposed development presents opportunities to address housing needs and affordability which I welcome, it cannot come at the expense of unsafe infrastructure, increased emissions, and reduced quality of life in Bradley Estates

Response to Councillor Comments

The proposed development is estimated to generate 66 person trips (including 35 vehicle trips) during the AM peak hour, and 67 person trips (including 36 vehicle trips) during the PM peak hour. These additional vehicle trips will have a minor impact on the unsignalized Renaud/Markinch intersection level of service. Also, when a lower order road is available, it should be used for access. Regarding the infrastructure issues in the Ward, they are being analyzed through the updated Transportation Master Plan (TMP) process. Once complete, the new TMP will prioritize improvements across all wards based on needs and funding.

Public Comments

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

Summary of public comments and responses

Comment: This proposed adds traffic and will exacerbate the existing traffic congestion experienced on Navan Road during peak periods.

Response: The traffic generated from this site will have a nominal effect on the proposed local residential right of way traffic as Esselmont Street has been designed to accommodate this proposed peak flow and to funnel it to the appropriate arterials and collectors. On-street parking overflow is not predicted to occur as this site meets the Zoning By-law's parking requirements. A total of 230 parking spots, with 146 parking spaces are being provided in an underground parking garage. Eight-four spaces are located at-grade, including the required visitor's parking. A sidewalk connection to Navan Road will provide pedestrian access to the east- and westbound bus stops approximately 30 metres west of the site as well.

Comment: Concern over loss of the forested parcel, particularly regarding the failure to retain any trees and wildlife.

Response: This site did not trigger the need for a supporting Environmental Impact Statement as there were no identifiable species at risk. The accompanying Tree Conservation Report submitted with this proposal also identified there were no significant habitat or species.

Comment: Concern over height of proposed buildings, and that that proposed density is too high.

Response: The proposed height is 13 metres or four-storeys high for each building. The closest two-storey single detached residential building will be approximately 15 metres away from the four-storey apartment building and it will be the narrowest part of the building - its side façade. The other pie-shaped residential single detached lot to the north will be approximately 13 metres away from the other four-storey's side façade. The highest points of the planned unit development's residences will be setback from the existing residences to the north by a minimum of 13 metres. The density to be achieved at this location, as per the CDP is medium density, which is a density higher than the lands directly to the west, north and east.

Comment: Questions over affordability of proposed housing, and whether the proposed is adding to needed housing stock.

Response: The City understand that these 164 residential units will be added to the housing's rental stock –a stock which needs more tenancy options. Additionally, the landowner is seeking CMHC approval for a certain proportion of the units to be qualified as 'affordable'.

Technical Agency/Public Body Comments

Summary of Comments –Technical

Comments were received from the following utility companies: Bell, Enbridge, Hydro Ottawa, Telus, and Rideau Valley Conservation Authority (RVCA). Telus noted they have cable close to the proposed route along Navan Road and to call for locates. Hydro Ottawa noted that there are existing medium voltage overhead lines on the south side of the property along Navan Road and underground infrastructure entering from Markinch Road on the north-west side of the property. The Owner will need to contact HydroOttawa and enter into an agreement with Hydro Ottawa. The RVCA noted there is watercourse on the site and the owner will require a permit from the RVCA to facilitate alteration of the portion of the watercourse on the property.

Response to Comments –Technical

The technical comments were sent to the Applicant.

Advisory Committee Comments

Summary of Comments – Advisory Committees

N/A

Response to 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 subject site's lack of serviceability, which will only be resolved when the subdivision to the east (Eastboro Phase 2) is registered.

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Document 1 – Location Map

