



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

Site Location: 2928 Bank Street

File No.: D07-12-24-0058

Date of Application: July 16, 2024

This SITE PLAN CONTROL application submitted by Christine McQuaig, Q9 Planning +Design Inc. on behalf of VIP Construction and Engineering, is APPROVED upon resolution of the conditions stated in this report

And the following plans are approved:

1. **Site Plan**, drawing number SP01, prepared by Brian K. Clark Architect, dated March 2024, rev. 10 dated 04/02/25
2. **Site Servicing Plan**, drawing number "C-1 of 8", prepared by D.B.Gray Engineering Inc., Consultant's job # 23019, dated March 22, 2024, revision 7, dated March 24, 2025
3. **Existing Conditions, Removals & Decommissioning Plan**, drawing number "C-2 of 8", prepared by D.B.Gray Engineering Inc., Consultant's job # 23019, dated March 22, 2024, revision 4, dated March 13, 2025
4. **Grading Plan**, drawing number "C-3 of 8", prepared by D.B.Gray Engineering Inc., Consultant's job # 23019, dated March 22, 2024, revision 6 dated March 24, 2025
5. **Erosion & Sediment Control Plan**, drawing number "C-4 of 8", prepared by D.B.Gray Engineering Inc., Consultant's job # 23019, dated March 22, 2024, revision 5, dated March 24, 2025
6. **Roof Drainage Plan**, drawing number "C-5 of 8", prepared by D.B.Gray Engineering Inc., Consultant's job # 23019, dated March 22, 2024, revision 3, dated March 13, 2025
7. **Notes**, drawing number "C-6 of 8", prepared by D.B.Gray Engineering Inc., Consultant's job # 23019, dated March 22, 2024, revision 3, dated March 13, 2025
8. **Details & Schedules**, drawing number "C-7 of 8", prepared by D.B.Gray Engineering Inc., Consultant's job # 23019, dated March 22, 2024, revision 3, dated March 13, 2025.
9. **Post-Development Drainage Plan**, drawing number "C-8 of 8", prepared by D.B.Gray Engineering Inc., Consultant's job # 23019, dated March 22, 2024, revision 4, dated March 13, 2025
10. **Elevations**, drawing A201, prepared by Brian K. Clark Architect, dated Jul. 2024 rev. 4 dated 03/31/25

11. **Elevations**, drawing A202, prepared by Brian K. Clark Architect, dated Mar. 2024 rev. 4 dated 03/31/25
12. **Tree Conservation Report and Landscape Plan**, prepared by James B. Lennox & Associates, dated February 2024, rev 7, dated 03/13/25

And as detailed in the following report(s):

1. **Roadway Traffic Noise Assessment**, prepared by Gradient Wind, dated May 3, 2024
2. **Traffic Noise Addendum letter**, prepared by Gradient Wind, dated August 12, 2024
3. **Geotechnical Investigation Update-Proposed Residential Building**. prepared by Paterson Group, dated April 1, 2024
4. **Grading and Site Servicing Plans Review**-memorandum, prepared by Paterson Group, dated December 6, 2024
5. **Site Servicing & Stormwater Management Report**, prepared by D.B. Gray Engineering Inc., dated January 15, 2025, revised March 13, 2025
6. **Urban Design Brief**, prepared by Q9 Planning and Design, dated June 2024.
7. **Phase I Environmental Site Assessment**, prepared by Paterson Group, dated September 18, 2024

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

Requirements

1. The Owner shall submit a certificate of insurance in a form satisfactory to the City. The certificate of insurance must be issued in favor of the City of Ottawa in an amount not less than five million dollars per occurrence, must contain an endorsement naming the City as an additional insured and an unconditional thirty days notice of any material change or cancellation of the policy.

General Conditions

1. Lapsing of Approval

The Owner shall enter into this Site Plan Control Agreement and/or Letter of Undertaking, 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/or Letter of Undertaking, 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. **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, Development and Building Services. 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.

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, 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.

9. **Development Charges**

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

SPECIAL CONDITIONS

10. **Release of Previous Agreements**

The Owner and the City acknowledge and agree the following previous registered agreements may be released on title on the subject lands described in Schedule "A" hereto upon registration of this Agreement.

1. Site Development Agreement between Lewis David Tomlinson and the Corporation of the City of Gloucester, Instrument No. N471642 dated January 10, 1989
2. Site Plan Agreement between Blue Skywalker Properties Inc. and the City of Ottawa, Instrument No. OC1890288 dated April 19, 2017
3. Maintenance and Liability Agreement between Blue Skywalker Properties Inc. and the City of Ottawa, Instrument No. OC1890289 dated April 19, 2017

The Owner acknowledges and agrees that the release of the aforementioned agreements shall be registered by the City, and all costs shall be borne by the Owner.

11. **Professional Engineering Inspection**

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

12. **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.”

13. **Asphalt Overlay**

Due to the number of road cut permits required to service this development, the Owner shall install an asphalt overlay over the total area of the public driving surface of Queensdale Avenue, fronting the subject lands, as shown on the approved Site Servicing Plan, referenced in Schedule “E” hereto. The overlay shall be carried out to the satisfaction of the General Manager, Planning, Development and Building Services. The Owner acknowledges and agrees that all costs are to be borne by the Owner.

14. **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.

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.

16. **Relocate/ Adjust Lay-by/ Bus Stop**

The Owner shall relocate/adjust, at no cost to the City, those OC-Transpo's lay-by/bus stops which will be impacted by the proposed new roadwork and private approaches to the site. This shall be to the satisfaction of the City.

17. **Noise Control Attenuation Measures**

The Owner acknowledges and agrees to implement the noise control attenuation measures recommended in the approved Roadway Traffic Noise Assessment, referenced in Schedule "E" of this Agreement, as follows:

- (a) each unit is to be equipped with central air conditioning;
- (b) each unit is to be fitted with a forced air heating system and ducting, and shall be sized to accommodate central air conditioning;
- (c) further to subsection (b) above, the location and installation of any outdoor air conditioning device(s) shall comply with the noise criteria of the Ministry of the Environment, Conservation and Parks' Publication NPC-216, dated 1993, and the Environmental Noise Guidelines for Installation of Residential Air Conditioning Devices, dated September 1994, as amended, in order to minimize the noise impacts both on and off the immediate vicinity of the subject lands;
- (d) upon completion of the development and prior to occupancy and/or final building inspection, a professional engineer, licensed in the Province of Ontario with expertise in the subject of acoustics related to land use planning, shall be retained to visit the lands, inspect the installed noise control measures and satisfy themselves that the installed recommended interior noise control measures comply with the measures in the Roadway Traffic Noise Assessment referenced in Schedule "E" hereto. The professional engineer shall prepare, sign and stamp a letter to the General Manager, Planning, Development and Building Services (the "Certification Letter") stating that they certify acoustical compliance with all requirements of the applicable conditions in this Agreement, to the satisfaction of the General Manager, Planning, Development and Building Services.

18. **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 B – Increasing Roadway Traffic

“The purchaser/lessee for themselves, their heirs, executors, administrators, successors and assigns, acknowledges being advised that despite the inclusion of noise control features in this development and within building units, noise levels from increasing roadway/ 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.”

Type D – Central Air Conditioning

“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.”

19. **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 Update Proposed Residential Building** (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.

20. **Geotechnical – Encroachments**

The Owner acknowledges and agrees that the **Geotechnical Investigation Update Proposed Residential Building** has recommended a method of shoring that may encroach onto the adjacent property or onto the City’s Bank Street and Queensdale Avenue right-of way. The Owner acknowledges and agrees that it shall be required

to obtain the approval of the adjacent property owner and/or receive municipal consent for any Works within the said Road, prior to the installation of any encroachments. The Owner acknowledges and agrees that for encroachments within the said Road, the Owner shall ensure that there will be no conflicts between the proposed shoring method and the municipal services or utilities in the said Road.

21. **Record of Site Condition**

Prior to the issuance of any building permit, the Owner shall submit to the General Manager, Planning, Development and Building Services, 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, Development and Building Services.

22. **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.”

23. **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.

24. **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.

25. **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 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.

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, 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.

27. **Exterior Elevations Drawings**

The Owner acknowledges and agrees to construct the proposed building in accordance with the approved Elevations, drawing A201, prepared by Brian K. Clark Architect, dated Jul. 2024 rev. 4 dated 03/31/25 and drawing A202, prepared by Brian K. Clark Architect, dated Mar. 2024 rev. 4 dated 03/31/25, referenced in Schedule "E" herein. The Owner further acknowledges and agrees that any subsequent proposed changes to the approved plans shall be filed with the General Manager, Planning, Development and Building Services and agreed to by both the Owner and the City prior to the implementation of such changes. No amendment to this Agreement shall be required.

28. **Maintenance and Liability Agreement for Landscaping**

The Owner acknowledges and agrees it shall be required to enter into a Maintenance and Liability Agreement with the City, for those elements which are to be located in the City's right-of-way, as shown on the approved Site Plan referenced in Schedule "E" herein, including all plant and landscaping material (except municipal trees) and concrete walkway. The Maintenance and Liability Agreement shall be registered on title, at the Owner's expense, immediately after the registration of this Agreement. The Owner shall assume all maintenance and replacement responsibilities in perpetuity.

29. **Snow Storage - Setback**

In addition to the provisions set out in Clause 17 of Schedule "C" to this Agreement, the Owner acknowledges and agrees that no snow storage will occur within the fifteen (15 m) metre setback from the top bank of the watercourse, pursuant to the City's Zoning By-Law 2008-250, as amended.

30. **Waste Collection**

The Owner acknowledges and agrees that residential cart (and/or container) garbage, recycling, and organic waste collection will be provided by the City from a centralized refuse room or area. The Owner shall provide, at its own expense, adequate storage for the containers and carts and acknowledges it is recommended that they be placed on a concrete floor. The Owner shall provide an

adequately constructed road for direct access to the garbage/recycling/organic waste storage room or area suitable for garbage/recycle/organic waste collection vehicles. Any additional services (i.e. winching of containers) may result in extra charges. It is expressly acknowledged that this service may be amended or discontinued at the City's sole discretion, if in the City's opinion, access is not appropriate or due to policy/process changes within the operating department.

The Owner shall provide, at its own expense, the following waste collection containers:

Garbage: 1x3 yard bin

Fiber: 2 x 360L carts

Glass metal plastic: 1x 360L cart

Organics: 1 x 240L cart

31. **Excavation Around Protected Trees**

The Owner acknowledges and agrees that a Certified Arborist or Registered Professional Forester will be on-site to oversee HydroVac excavation around trees 1-7.

32. **Cash-In-Lieu of Conveyance of Parkland**

Prior to the registration of the Site Plan Agreement, the Owner acknowledges and agrees to pay cash-in-lieu of conveyance of parkland in the amount of **\$112,274.62**. 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 (Account 830015), and 60% shall be directed to Ward 10 funds (Account 830299).

Prior to issuance of a building permit, the Owner shall also pay the parkland appraisal fee of \$850.00 plus H.S.T. of \$110.50, as referenced in Schedule "B" herein.

The cash-in-lieu of conveyance amount has been calculated based on 25 units, the equivalent of 250 square metres, to a maximum of the equivalent of 10% of the lot area. A credit of \$12,425.00 has been applied, the amount paid under the previous site plan agreement.

33. **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.”

34. **New Multi-Unit Residential**

The Owner acknowledges that this Site Plan approval is for a residential development subject to the Inner Greenbelt Ponds Area-Specific Development Charge for Stormwater Management Facilities, pursuant to the City’s applicable Development Charges By-law. The Owner acknowledges and agrees that the applicable residential Area-Specific Development Charge is based on the units as set out in the following table.

Unit Type	Number of Units	Value per Unit (subject to indexing)	Total Charge
Multiple Dwelling		\$	\$
Apartment Dwelling	25	\$ 2.00	\$ 50.00
Total			\$ 50.00

Upon execution of this Agreement, the Owner shall pay the Area-Specific Development Charge, as referenced in Schedule “B” herein and subject to indexing, for the above referenced residential units.

April 8, 2025



Date

Lily Xu
Manager, Development Review South,
Planning, Development and Building
Services Department

Enclosure: Site Plan Control Application approval – Supporting Information

SITE PLAN CONTROL APPROVAL APPLICATION SUPPORTING INFORMATION

File Number: D07-12-24-0058

SITE LOCATION

2928 Bank Street, and as shown on Document 1.

SYNOPSIS OF APPLICATION

- The site is currently largely undeveloped, containing an ungraded gravel area. The previous commercial building fronting on Bank Street has been removed.
- The nearby properties which front onto Bank Street offer a mix of commercial and residential uses while the nearby properties to the south and west are comprised of detached residential dwellings fronting onto Kingsdale Avenue and Queensdale Avenue.
- The proposed development is a four storey apartment building, with a total floor area of 3,072.88 square metres (including basement). Vehicle access will be provided from Queensdale Avenue to the nine surface parking spaces, with an additional 15 in the underground parking structure, providing five visitor and 19 resident parking spaces. Thirty bicycle parking spaces will be provided. The waste facility is provided to the rear of the property.
- The main entrance of the building will be adjacent to Bank Street with additional entrances at the west and south sides.
- The site will be serviced by municipal services, connecting to existing services along Queensdale Avenue.

Residential Units and Types

Dwelling Type	Number of Units
Apartment	25, four affordable
Stacked	
Townhouse	
Semi-detached	
Detached	

Related Applications

The following applications are related to this proposed development:

- Zoning By-law Amendment: D02-02-24-0016, Council approval December 11, 2024

DECISION AND RATIONALE

This application is approved for the following reasons:

- The development is consistent with the Provincial Planning Statement as it facilitates the efficient use of urban serviced land
- The development conforms to the Official Plan designation of Corridor-Mainstreet with an Evolving Neighbourhood Overlay in the Outer Urban Transect.
- The development generally conforms to the Arterial Mainstreet and Infill Development Urban Design Guidelines.
- The proposal is in conformity with the Zoning By-law and site specific AM2[3007] H (30) zone.

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. An amount of \$12,425.60 was paid to the City through the previous site plan approval and will be credited to the amount due for this development.

CONSULTATION DETAILS

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 associated with the site design.

Contact: Wendy Tse, Tel: 613-580-2424, ext. 12585 or e-mail: wendy.tse@ottawa.ca

Document 1 – Location Map

