

SITE PLAN CONTROL APPLICATION SITE PLAN APPROVAL REPORT PLANNING. DEVELOPMENT AND BUILDING SERVICES DEPARTMENT

Site Location: 3955 Kelly Farm Drive

File No.: D07-12-25-0023

Date of Application: March 03, 2025

This SITE PLAN CONTROL application submitted by Jill MacDonald WSP Canada Inc., on behalf of Conseil des écoles publiques de l'Est de l'Ontario, is APPROVED upon resolution of the conditions stated in this report.

And the following plans are approved:

- 1. **Elevations**, AS301, prepared by Architecture49, revision 3 dated 04 Apr 2025.
- 2. Notes and Details, C01, prepared by WSP, revision 7 dated 2025-08-27.
- 3. **Grading Plan**, C03, prepared by WSP, revision 7 dated 2025-08-27.
- 4. **Servicing Plan**, C04, prepared by WSP, dated 2025-01-10, revision 7 dated 2025-08-27.
- 5. Erosion and Sediment Control Plan, C05, prepared by WSP, revision 7 dated 2025-08-27.
- 6. Post-Drainage Area Development, C06, prepared by WSP, revision 7 dated 2025-08-27.
- 7. **Roof Drainage Area Plan**, C07, prepared by WSP, revision 7 dated 2025-08-27.

And as detailed in the following reports:

- 1. Phase I Environmental Site Assessment 3955 Kelly Farm Drive Ottawa, Ontario, prepared by GEMTEC, dated March 10, 2021.
- 2. Phase I Environmental Site Assessment Update 3955 Kelly Farm Drive Ottawa, Ontario, prepared by GEMTEC, dated October 9, 2024.
- 3. Phase II Environmental Site Assessment 3955 Kelly Farm Drive Ottawa. **Ontario**, prepared by GEMTEC, dated March 31, 2021.
- 4. Phase II Environmental Site Assessment 3955 Kelly Farm Drive Ottawa. **Ontario**, prepared by GEMTEC, dated November 27, 2024.

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- 5. **Noise Impact Study ÉCOLE ÉLÉMENTAIRE LEITRIM**, prepared by WSP Canada Inc., dated 2024-02-26.
- Leitrim Elementary School 3955 Kelly Farm Drive Transportation Impact Assessment Scoping Report CEPEO, prepared by WSP Canada Inc., dated February 12, 2025.
- Geotechnical Investigation Report Proposed Leitrim Elementary School 3955 Promenade Kelly Farm, Ottawa, prepared by Cambium Inc., dated August 26, 2025.

And subject to the following 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. **Update to Plans and Reports**

The Owner acknowledges and agrees, prior to the preparation of the Site Plan Agreement or issuance of a Commence Work Notification, to update the list of required plans and studies listed below to address the comments from the formal review letter dated **July 8, 2025**, to the satisfaction of the General Manager, Planning, Development and Building Services. The Owner further acknowledges and agrees that the submission may necessitate changes to the plans and reports approved herein. If necessary, the Owner further acknowledges and agrees to provide all revised plans and reports to the General Manager, Planning, Development and Building Services prior to preparation of the Site Plan Agreement or the issuance of a Commence Work Notification.

- i) Architectural Site Plan
- ii) Planting Plan
- iii) Landscape Plan
- iv) Servicing and Stormwater Management Report
- v) Transportation Impact Assessment (Step 3 Strategy Report)

3. **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.

4. 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.

5. 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.

6. **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.

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.

Special Conditions

9. **Professional Engineering Inspection**

The Owner shall have competent Professional Engineering inspection personnel on-site during the period of construction, to supervise the Works, and the General Manager, Planning, Development and Building Services, 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, 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, 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.

10. Roadway Modifications - Delayed Process

The Owner acknowledges and agrees that the road modification detailed design review and acceptance by the City is required for the road modification works associated with the proposed Site Plan, to the satisfaction of the General Manager, Planning, Development and Building Services.

The Owner agrees to pay the separate process fee of \$2,940.00 (plus HST) at the time of registration of this Site Plan Agreement. The Owner acknowledges and agrees that the Owner may be subject to other additional fees and agreement addendum due to the delayed road modification detailed design process. The Owner agrees to submit required drawings for the aforementioned road modification detailed design. Further, the Owner agrees to be responsible for all costs associated with the public roadway modifications and provide required securities to the City, all to the satisfaction of the General Manager, Planning, Development and Building Services.

The Owner acknowledges and agrees that the required roadway modifications, must be complete prior to the Owner requesting or allowing occupancy of the building.

11. 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.

12. **Private Access**

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

13. OC Transpo Bus Stop

The Owner acknowledges and agrees to, at the Owner's expense, construct a new concrete landing pad per City of Ottawa Standard SC12.2 for existing bus stop #0402, filling the boulevard of the proposed expanded bulb-out, to the satisfaction of OC Transpo.

14. Noise Control Attenuation Measures

The Owner covenants and agrees that it shall retain the services of a professional engineer licensed in the Province of Ontario to ensure that the recommendations of the Noise Impact Study, referenced in Schedule "E" herein, are fully implemented. The Owner further acknowledges and agrees that it shall provide the General Manager, Planning, Development and Building Services with confirmation issued by the professional engineer that the Owner has complied with all recommendations and provisions of the Noise Impact Study, prior to building occupancy, which confirmation shall be to the satisfaction of the General Manager, Planning, Development and Building Services.

15. **Geotechnical Investigation**

The Owner acknowledges and agrees that it shall retain the services of a geotechnical engineer, licensed in the Province of Ontario, to ensure that the recommendations of the Geotechnical Investigation Report (the "Report"), referenced in Schedule "E" herein, are fully implemented. The Owner further acknowledges and agrees that it shall provide the General Manager, Planning, Development and Building Services with confirmation issued by the geotechnical engineer that the Owner has complied with all recommendations and provisions of the Report, prior to construction of the foundation and at the completion of the Works, which confirmation shall be to the satisfaction of the General Manager, Planning, Development and Building Services.

16. 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 Kelly Farm Drive between MHST80974 to MHST80975 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 Kelly Farm Drive between MHST80974 to MHST80975 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 Kelly Farm Drive between MHST80974 to MHST80975 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. <u>Inlet Control Devices (ICDs)</u>

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 CEPEO Leitrim Elementary School - Servicing and 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.

20. Water Demand for Fire Fighting

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

21. Water Plant

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

22. 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.

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.

24. Maintenance and Liability Agreement for Landscaping

The Owner acknowledges and agrees it shall be required to enter into a Maintenance and Liability Agreement with the City, for those elements which are to be located in the City's Barrett Farm Drive and Kelly Farm Drive rights-of-way, as shown on the approved Landscape Plan referenced in Schedule "E" herein, including all plant and landscaping material (except municipal trees) and paver walkways. 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.

25. Waste Collection

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.

26. **Corner Sight Triangle**

Prior to registration of this Agreement, the Owner acknowledges and agrees to convey to the City, at no cost to the City, an unencumbered corner sight triangle measuring 3 metres x 9 metres at the intersection of Barrett Farm Drive and Kelly

Farm Drive. The exact location and area of the corner sight triangle must be determined by legal survey. The Owner shall provide a reference plan for registration, indicating the corner sight triangle, to the City Surveyor for review 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.

September 8, 2025

Date

Kersten Nitsche

Manager (A), Development Review West, Planning, Development and Building Services Department

Enclosure: Site Plan Control Application approval – Supporting Information



SITE PLAN CONTROL APPROVAL APPLICATION SUPPORTING INFORMATION

File Number: D07-12-25-0023

SITE LOCATION

3955 Kelly Farm Drive, and as shown on Document 1.

SYNOPSIS OF APPLICATION

The subject site is approximately 20,729 sq.m. in area and is currently vacant; a portion of the site fronts onto Lavatera Street. Surrounding land uses are low-rise residential to the north, south and east. Lands to the west are planned for future residential development.

The proposed development is a two-storey French elementary school and daycare, with an approximate building area of 4,521 sq.m., comprising 15 classrooms. A designated area for 12 portables will be located south of the school fronting on Kelly Farm Drive.

The building will be located at the intersection of Barrett Farm Drive and Kelly Farm Drive. A parking lot for 51 spaces including three accessible spaces and four loading spaces will be accessed from Barrett Farm Drive.

Road modifications are required to accommodate two school bus lay-by areas: one space on Barrett Farm Drive and six spaces on Kelly Farm Drive, as well as two lay-by spaces: one for daycare drop-off on Barrett Farm Drive and one for three minivans for student transportation on Kelly Farm Drive.

The development also includes bicycle parking for 48 spaces to be located on the west entrance, a soccer field, a basketball court and an outdoor classroom area at the back of the school. The building's façade is a combination of brick, aluminum composite panels and spandrel panels.

The site will connect to the existing sanitary stub on Barrett Farm Drive; the water and stormwater will be connected to existing services present on Kelly Farm Drive. The controlled roof drainage will be conveyed to an existing service on Barrett Farm Drive.

Mail code: 01-14

Related Applications

N/A

DECISION AND RATIONALE

This application is approved for the following reasons:

- The proposed building is consistent with the guidelines of the Leitrim Community Design Plan.
- The proposal is consistent with the Official Plan policies in the Suburban Transect Policy Area and with policies in the Neighbourhood designation which contemplate institutional uses.
- The proposal conforms with the Zoning By-law; all zoning performance standards are met as per the I1A zone.
- The report includes conditions of approval to ensure the proposed development is constructed in conformity with City policies and guidelines.
- The proposal represents good planning as the site design is appropriate under the current policy framework.

PARKLAND DEDICATION

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

ROAD MODIFICATIONS

There are road modifications associated with this site plan control application, as detailed in the attached Road Modifications Report.

CONSULTATION DETAILS

Councillor's Comments

Councillor Steve Desroches was aware of the application related to this report.

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:

Support for the school and the daycare – would like to know more regarding the opening date for the school and daycare.

Response:

Construction is expected to commence summer/early fall in 2025. The school is planning on opening by September 2027.

Comment:

Concerns with pedestrian safety as there are vehicles speeding at Widgeon Way, White Alder and Kelly Farm, there is also visibility issues as cars park on Kelly Farm which put pedestrians and cyclist at risk; a safe pedestrian corridor should be considered.

Response:

There is a proposed internal walkway connecting Barrett Farm Drive and Lavatera Street providing an alternative access for pedestrians and cyclists.

Technical Agency/Public Body Comments

N/A

Advisory Committee Comments

N/A

APPLICATION PROCESS TIMELINE STATUS

This Site Plan application was processed by the On Time Decision Date. The Council approved timeline has been met.

Contact: Solé Soyak Tel: 613-315-1597 or e-mail: Sole.Soyak@ottawa.ca

Document 1 - Location Map

