



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

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Site Location: 1435 and 1455 Morisset Avenue

File No.: D07-12-21-0091

Date of Application: June 23, 2021

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This SITE PLAN CONTROL application submitted by Timothy Beed, Fotenn Planning and Design, on behalf of Firm Capital, is APPROVED as shown on the following plan(s):

- 1) **Site Plan**, A-105, prepared by Figurr, dated 2021-03-17, revised 2021-12-17.
- 2) **South and North Elevation**, A200, prepared by Figurr, dated 2021-05-28, revised 2021-12-17.
- 3) **East and West Elevation**, A201, prepared by Figurr, dated 2021-05-28, revised 2021-12-17.
- 4) **Sediment and Erosion Control Plan**, C101, prepared by LRL Engineering, dated 18 June 2021, revised 16 Dec 2021.
- 5) **Demolition Plan**, C102, prepared by LRL Engineering, dated 18 June
- 6) **Grading and Drainage Plan**, C301, prepared by LRL Engineering, dated 18 June
- 7) **Servicing Plan**, C01, prepared by LRL Engineering, dated 18 June
- 8) **Stormwater Management Plan**, C601, prepared by LRL Engineering, dated 18 June
- 9) **Pre-Development Watershed Plan**, C701, prepared by LRL Engineering, dated 18 June
- 10) **Post-Development Watershed Plan**, C702, prepared by LRL Engineering, dated 18 June
- 11) **Construction Detail Plan**, C901, prepared by LRL Engineering, dated 18 June

- 12) **Tree Conservation Plan**, TC-1 and TC-2, prepared by Fotenn Planning and Design, dated 2021/04/13, revised 2021/12/16.
- 13) **Landscape Plan**, L1, prepared by Fotenn Planning and Design, dated 2021/04/13, revised 2021/12/16.
- 14) **Planting Plan**, L2, prepared by Fotenn Planning and Design, dated 2021/04/13, revised 2021/12/16.
- 15) **Details**, L3, prepared by Fotenn Planning and Design, dated 2021/04/13, revised 2021/12/16.
- 16) **Retaining Wall**, SK2, prepared by Cleland Jardine Engineering Ltd., dated 22/08/05.

And as detailed in the following report(s):

- 17) **Stormwater Management Report and Servicing Brief**, File No.: 200572, prepared by LRL Engineering, dated Dec 16, 2021, revised June 18, 2021.
- 18) **Phase I Environmental Site Assessment**, File No.: 200572.01, prepared by LRL Engineering, March 16, 2021.
- 19) **Geotechnical Investigation**, File No.: 200572, prepared by LRL Engineering, April 2021.
- 20) **Tree Conservation Report**, IFS Associates, dated March 24, 2021.
- 21) **Stationary Noise Opinion Letter**, File No. 21-004, prepared by Gradient Wind, dated October 15, 2021.
- 22) **Global Stability Analysis**, File No. 200572, prepared by LRL Engineering, dated August 10, 2022.

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

### **General Conditions**

#### **1. Barrier Curbs**

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

2. **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.

3. **Reinstatement of City Property**

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

4. **Construction Fencing**

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

5. **Construct Sidewalks**

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

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, Real Estate and Economic Development.

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, Real Estate and Economic Development, including the installation of municipal numbering provided in a permanent location visible during both day and night and the installation of any street name sign on relevant streets. Notwithstanding the non-completion of the foregoing Works, occupancy of a lot or structure may otherwise be permitted, if in the sole opinion of the General Manager, Planning, Real Estate and Economic Development, the aforesaid Works are proceeding satisfactorily toward completion. The Owner shall obtain the prior consent of the General Manager, Planning, Real Estate and Economic Development for such occupancy in writing.

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

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

#### **8. Development Charges**

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

### **Special Conditions**

#### **Roads Right-of-Way and Traffic**

#### **9. On-Site Parking - Notice on Title**

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

“The Purchaser/Lessee for himself, his heirs, executors, administrators, successors and assigns acknowledges being advised that the unit being sold/rented 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 clause, verbatim, shall be included in all subsequent agreements of purchase and sale and lease agreements for the lands described herein, which covenant shall run with the said lands.”

## **Access**

### **10. 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.

## **Noise**

### **11. 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 Stationary Noise Opinion Letter, referenced in Schedule "E" herein (the "Report"), are fully implemented. The Owner further acknowledge and agrees that it shall provide the General Manager, Planning, Real Estate and Economic Development Department with confirmation issued by the professional engineer that the Owner has complied with all recommendations and provisions of the Report, prior to building occupancy, which confirmation shall be to the satisfaction of the General Manager, Planning, Real Estate and Economic Development Department.

## **Geotechnical Engineering and Soils**

### **12. Slope Stability**

The Owner shall have a Professional Structural Engineer and a Soils Engineer, licensed in the Province of Ontario to inspect and confirm the constructed retaining walls have been constructed in accordance with the approved Slope Stability Analysis Report and the Approved Retaining Wall Plan.

### **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 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, Real Estate and Economic Development with confirmation issued by the geotechnical engineer that the Owner has complied with all recommendations and provisions of the Report, prior to construction of the foundation and at the completion of the Works, which confirmation shall be to the satisfaction of the General Manager, Planning, Real Estate and Economic Development.

#### **14. Geotechnical - Encroachments**

The geotechnical report has recommended a method of shoring that may encroach onto the adjacent property or onto the City right of way. Please note that the applicant is required to obtain the approval of the adjacent property Owner and/or receive municipal consent for any works within the right-of-way prior to the installation of any encroachments. For encroachments within the ROW the applicant shall ensure that there will be no conflicts between the proposed shoring method and the municipal services or utilities in the ROW.

#### **15. Retaining Wall**

The Owner agrees to submit to the General Manager, Planning, Real Estate and Economic Development, prior to issuance of a building permit, details of the retaining walls which are greater than one meter in height, as shown on the approved Site Plan referenced in Schedule "E" hereto, which shall be designed and prepared by a Professional Structural Engineer, licensed in the Province of Ontario, to the satisfaction of the General Manager, Planning, Real Estate and Economic Development. The Owner shall provide confirmation to the General Manager, Planning, Real Estate and Economic Development that the Professional Structural Engineer has inspected and confirmed that the retaining walls have been constructed in accordance with the approved retaining wall details.

#### **16. Retaining Wall - Stability**

The Owner acknowledges and agrees to install the proposed retaining walls in accordance with the approved Retaining Wall Design for the north and west property boundaries and as shown on the approved Site Plan, both referenced in Schedule "E" hereto. The Owner shall provide written confirmation, satisfactory to the General Manager, Planning, Real Estate and Economic Development, that a Geotechnical Engineer/Professional Structural Engineer, licensed in the Province of Ontario, has inspected and confirmed that the retaining walls have been constructed in accordance with the said approved Retaining Wall Design for the north and west property boundaries. The Owner further acknowledges and agrees to provide an Internal Compound Stability (ICS) analysis from a Geotechnical Engineer / Professional Structural Engineer, licensed in the Province of Ontario, that all retaining walls, which are greater than one meter in height have been checked for global stability, have a factor of safety of at least 1.5 for static conditions (as calculated through SLIDE) and 1.1 for seismic conditions is achieved, which shall be to the satisfaction of the General Manager, Planning, Real Estate and Economic Development. The report shall provide structural details of the retaining wall(s).

The Owner further acknowledge and agrees to retain the services of a Professional Structural Engineer and a Soils Engineer, licensed in the Province of Ontario, to inspect any retaining walls on the subject lands and confirm that the retaining walls have been constructed in accordance with the approved retaining wall details.

## **Civil Engineering**

### **17. Stormwater Management Memorandum**

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

### **18. Protection of City Sewers**

- a. Prior to the issuance of a building permit, the Owner shall, at its expense:
  - i. provide the General Manager, Planning, Infrastructure and Economic Development with the engineering report from a Professional Engineer, licensed in the Province of Ontario, which report shall outline the impact of the proposed building's footing and foundation walls, on the City sewer system, that crosses the Lancaster Road frontage (the "City Sewer System") and the impact of the existing City Sewer System on the building's footing and foundation walls;
  - ii. obtain a legal survey acceptable to the General Manager, Planning, Infrastructure and Economic Development and the City's Surveyor, showing the existing City Sewer System within Lancaster Road and the location of the proposed building and its footings in relation to the City Sewer System;
  - iii. obtain a video inspection of the City Sewer System within Lancaster Road 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, Infrastructure and Economic Development.
- b. Upon completion of construction on the lands, the Owner shall, at its expense and to the satisfaction of the General Manager, Planning, Infrastructure and Economic Development:
  - i. obtain a video inspection of the existing City Sewer System within Lancaster Road 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 Lancaster Road and compensate the City for the full amount of any required repairs to the City Sewer System.

**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 Servicing Plan, 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. 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.

**21. 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 Functional Servicing and Stormwater Manager Report, and Grading and Ponding Plan, referenced in Schedule “E” herein. The Owner further acknowledges and agrees to provide the General Manager, Planning, Real Estate and Economic Development with certificates of compliance issued by a Professional Engineer, licensed in the Province of Ontario, confirming that all recommendations and provisions have been implemented in accordance with the approved Functional Servicing and Stormwater Manager Report, and Grading and Ponding Plan referenced in Schedule “E” herein.

**22. Site Dewatering**

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



## **Blasting**

### **23. Use of Explosives and Pre-Blast Survey**

The Owner acknowledges and agrees that all blasting activities will conform to the City's Standard S.P. No. F-1201 entitled Use of Explosives, as amended. Prior to any blasting activities, a pre-blast survey shall be prepared as per S.P. No. F-1201, at the Owner's expense, for all buildings, utilities, structures, water wells and facilities likely to be affected by the blast based on the location where explosives are to be used. In particular, a pre-blast survey shall be completed in accordance with Table 1 of S.P. No. F-1201. The standard inspection procedure shall include the provision of an explanatory letter to the owner or occupant and owner with a formal request for permission to carry out an inspection.

### **24. Pre-Blast Survey**

Prior to any blasting activities, the Owner acknowledges and agrees it shall arrange for a pre-blast survey to be carried out in accordance with Ontario Provincial Standard Specification entitled "General Specification for the Uses of Explosives", Section 120.07.03, by a Professional Engineer licensed in the Province of Ontario, which states as follows:

- (a) A pre-blast survey shall be prepared for all buildings, utilities, structures, water wells, and facilities likely to be affected by the blast and those within 150 m of the location where explosives are to be used. The standard inspection procedure shall include the provision of an explanatory letter to the owner or occupant and owner with a formal request for permission to carry out an inspection.
- (b) The pre-blast survey shall include, as a minimum, the following information:
  - (i) Type of structure, including type of construction and if possible, the date when built.
  - (ii) Identification and description of existing differential settlements, including visible cracks in walls, floors, and ceilings, including a diagram, if applicable, room-by-room. All other apparent structural and cosmetic damage or defect shall also be noted. Defects shall be described, including dimensions, wherever possible.
  - (iii) Digital photographs or digital video or both, as necessary, to record areas of significant concern. Photographs and videos shall be clear and shall accurately represent the condition of the property. Each photograph or video shall be clearly labelled with the location and date taken.
- (b) A copy of the pre-blast survey limited to a single residence or property, including copies of any photographs or videos that may form part of the

report shall be provided to the owner of that residence or property, upon request.

## **Site Lighting**

### **25. 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);
  - (ii) and it must result in minimal light spillage onto adjacent properties. As a guideline, 0.5 fc is normally the maximum allowable spillage.
- (b) The Owner acknowledges and agrees that, upon completion of the lighting Works and prior to the City releasing any associated securities, the Owner shall provide certification satisfactory to the General Manager, Planning, Real Estate and Economic Development, from a Professional Engineer, licensed in the Province of Ontario, that the site lighting has been constructed in accordance with the Owner’s approved design plan.

## **PLANNING AND OTHER**

### **Planning and Design**

#### **26. 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 all plant and landscaping material (except municipal trees), decorative paving and street furnishings placed in the City’s right-of-way along Morisset Avenue in accordance with City Specifications, and 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.

#### **27. Snow Storage – no interference with servicing**

In addition to the requirements of Clause 17 of Schedule “C” of this Agreement, the Owner further acknowledges and agrees that any portion of the subject lands which

is intended to be used for snow storage shall not interfere with the servicing of the subject lands.

## **Waste Collections**

### **28. 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.

### **29. Notice on Title – Residential and Recycling Collection**

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

“The Purchaser/Lessee for himself, his heirs, executors, administrators, successors and assigns acknowledges being advised that the City will provide cart (and/or container) garbage, recycling, and organic waste collection for the residential units, at the Owner’s expense. The Owner shall provide an adequate storage room or space for garbage, recycling, and organic waste carts (and/or containers) and agrees that it is recommended that the containers and carts be placed on a concrete floor. The Owner shall provide an adequate constructed road access to the waste storage room or area suitable for garbage/recycling/organic waste collection vehicles and a depressed curb at the entrance to facilitate access to the carts and/or containers, to the satisfaction of the Program Coordinator, Waste Collection Services. The Owner further acknowledges and agrees that any additional services (i.e. winching of containers) may result in extra charges.”

“The Purchaser/Lessee covenants with the Vendor/Lessor that the above clause, verbatim, shall be included in all subsequent agreements of purchase and sale and lease agreements for the lands described herein, which covenant shall run with the said lands.”

## **Trees**

### **30. Tree Protection**

The Owner acknowledges and agrees that all trees to be retained, as shown on the approved Landscape Plan and identified in the Tree Conservation Report, referenced in Schedule "E" herein, shall be protected in accordance with the City's required tree protection measures. At a minimum, the following tree protection measures shall be applied during all on-site works:

- (a) Erect a fence at the critical root zone (CRZ) of trees, defined as ten (10 cm) centimetres from the trunk for every centimetre of trunk DBH (i.e.,  $CRZ = DBH \times 10cm$ );
- (b) Tunnel or bore when digging within the CRZ of a tree;
- (c) Do not place any material or equipment within the CRZ of the tree;
- (d) Do not attach any signs, notices or posters to any tree;
- (e) Do not raise or lower the existing grade within the CRZ without the approval of the General Manager, Planning, Real Estate and Economic Development;
- (f) Do not damage the root system, trunk or branches of any tree; and
- (g) Ensure that exhaust fumes from all equipment are not directed towards any tree's canopy.

### **31. Tree Permit**

The Owner acknowledges and agrees that any trees to be removed shall be removed in accordance with an approved Tree Permit and the Tree Conservation Report referenced in Schedule "E" hereto, and in accordance with the City's Tree Protection By-law, being By-Law No. 2020-340, as amended. The Owner further agrees that a copy of the approved Tree Permit and Tree Conservation Report shall be posted on the construction site at all times until Approval is granted by the City for such Works.

## **Parkland**

### **32. Cash-in-Lieu of Parkland**

The Owner agrees to provide cash-in-lieu of parkland dedication on the subject lands within Ward 16 such value of the land to be determined by the City's Realty Services Branch, to the satisfaction of the General Manager, Recreation, Cultural and Facility Services. The Owner further agrees to pay for the cost of the appraisal inclusive of HST. In accordance with the Planning Act and the City of Ottawa Parkland Dedication By-law No. 2022-280, a land area of 187.2 m<sup>2</sup> has

been calculated for the cash-in-lieu of parkland dedication requirement, as follows:

<b>Proposed Use</b>	<b>Net Increase in Dwelling Units</b>	<b>Land Area of Site Being Developed</b>	<b>Cash-in-lieu of Parkland Dedication Rate</b>	<b>Parkland Dedication Area</b>
Apartments	31	1,872 m <sup>2</sup>	1 ha (10,000 m <sup>2</sup> ) per 1,000 net residential units to a maximum of 10% of the area of the site being developed	187.2 m <sup>2</sup>

The cash-in-lieu of parkland dedication shall be directed 60% towards the Ward 16 cash-in-lieu of parkland reserve (Account 830305) and 40% towards the City-wide cash-in-lieu of parkland reserve (Account 830015).

The valuation of the cash-in-lieu of parkland dedication requirement shall be determined in accordance with Section 10, Valuation of Cash-in-Lieu, and Section 14, Transition, of Parkland Dedication By-law No. 2022-280.

June 20, 2023

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Date



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Lily Xu  
Manager, Development Review, South  
Planning, Real Estate and Economic  
Development Department

Enclosure: Site Plan Control Application approval – Supporting Information

## **SITE PLAN CONTROL APPROVAL APPLICATION SUPPORTING INFORMATION**

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**File Number:** D07-12-21-0091

### **SITE LOCATION**

1435 and 1455 Morisset Avenue, and as shown on Document 1.

### **SYNOPSIS OF APPLICATION**

The proposal is to construct a 3.5-storey low-rise apartment building on 0.61 hectares.

- The site is located on the western portion of 1435 and 1455 Morisset Avenue, which is on the north side of the street. A portion of the property is currently occupied with a low- and mid-rise tower, with the remainder of the site dedicated to surface parking.
- Immediately to the west of the proposed low-rise apartment, and on the south side of Morisset Avenue are 3.5 storey apartment buildings. The broader neighbourhood is a mix of low to high-rise residential buildings, as well as single- and semi-detached dwellings.
- The proposed apartment building will create 31 residential units.
- The building is designed with a singular main entrance facing Morisset Avenue, located at grade. Exterior finishes of the building include brick veneer, cement panels in light and dark grey and wood simulation. The property includes shared parking with existing residential buildings on the property for a total of 77 spaces. Additionally, there will be 22 bicycle parking spaces, 18 of which will be covered.
- Pedestrians will be able to access the property from two walkway connections to a new 1.8m wide concrete sidewalk along Morisset Avenue. Vehicles will access the parking lot from a singular access to Morisset Avenue.
- The garbage is housed within the building and moved to the street for pickup over a secondary paved pathway to access the side and rear of the building.
- The landscape plan includes nine new trees, including two large trees (Bur Oak), to line the street. The landscaping plan also identifies 166 shrubs and 371 grasses and perennials to be planted.
- An existing retaining wall exists along the western and norther property lines. With this development of the site, the retaining walls will be replaced with new fencing along these property boundaries.

- A companion zoning application (D02-02-21-0060) was submitted to amend performance standards of the zoning such as:
  - Maximum height increased to 12 metres from 11 metres
  - Minimum rear-yard setback reduction to 5.9 metres from 7.5 metres
  - An interior yard setback of 2.5 metres is proposed for the length of the building. The current interior yard setback requires a minimum 1.5 metre setback from the western property line for the first 18 metres from the front property line and a 7.5 metre interior yard setback beyond that distance.
  - A proposed landscape coverage of 20%, whereas the zoning by-law requires a minimum landscaping coverage of 30% of the total site.
  - A minimum parking lot landscaping of 13.5% is proposed, whereas a minimum of 15% is required.
  - The site layout is to be amended to allow the building to have one primary streetfront entrance where the Zoning Bylaw requires one entrance for every 12 metres in width in case of a lot 24 metres in width or greater
  - Reduction in parking for the entire Planned Unit Development of one (1) parking space, for 77 proposed parking spaces, where 78 parking spaces are required.
  - The minimum parking lot landscape buffer abutting a street is to be reduced to 0.94 metres from 3 metres, and
  - The permission to locate five existing parking spaces within the front yard, but not between the building front wall and the right of way.

## **DECISION AND RATIONALE**

This application is approved for the following reasons:

- The lands are designated as General Urban Area within Schedule B of the City of Ottawa Official Plan, which encourages the development of a range of housing types to meet varying types of ages and incomes. Development is restricted to low-rise built form and is encouraged to be ground-oriented in nature, but also permits low-rise apartment buildings.
- Within the new City of Ottawa Official Plan, the site is designated as Neighbourhood on Schedule B2. The Neighbourhood designation may permit buildings up to 4-storeys in height.
- The site is approximately 350 metres to Merivale Road, which is identified as a Transit Priority Corridor on the current and new Official Plans.
- The site is approximately 200m from a multi-use pathway connection, as identified on Schedule C of the current Official Plan, and Schedule C3 of the new Official Plan.

- The companion zoning amendment application (D02-02-21-0060) to amend certain performance standards was approved on June 22, 2022.
- The proposed development generally represents good planning by providing appropriate and efficient land use.

## **PARKLAND DEDICATION**

Parkland dedication, in accordance with By-law 2009-95, 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 Riley Brockington was aware of the application related to this report. Councillor has concurred with the proposed conditions of approval.

### **Public Comments**

#### Public Comments and Responses

##### Comment:

Concerns from noise, dirt, and possible blasting effects on nearby property foundations and retaining wall along the property.

##### Response:

The City of Ottawa Noise By-law applies to a number of causes of noise to promote public health, safety, welfare and peace and quietness of the inhabitants of the City. The Noise By-law applies to such causes of noise, including but not limited to, shouting, sound amplification devices, mechanical equipment (i.e. exhaust systems), garbage collection, and deliveries.

A condition for street cleaning is typically included in Site Plan Agreements to ensure that streets within the area of the construction site are clear of mud, dust, and other material resulting from vehicles involved in the development.

Conditions of approval will be discussed with the applicant during Site Plan Control to ensure any impacts on neighbouring structures and foundations will be properly reviewed and mitigated. Conditions, such as a preconstruction inspection, may be included in the Conditions of Approval and Site Plan Control Agreement.

The applicant has also proposed a new retaining wall along the western property boundary, and approximately 65m of wall along the northern property boundary measured from the western property line.

##### Comment:

Concerns have been raised regarding the amount of parking on site, and the removal of parking spaces for the new building.



Response:

The property owner has advised that the current parking lot is underused and exceeds their needs. The proposed low-rise apartment building will remove 18 parking spaces from the parking lot. Under the current zoning by-law, the property of 1435 and 1455 Morisset Avenue, which includes three residential buildings, will require 78 parking spaces, however a reduction of 1 parking space is requested for a total of 77 spaces.

Comment:

The current buildings on the property are not well maintained, and garbage and refuse collect along the fence.

Response:

The property owner was made aware of this issue during the public consultation meeting. The property owner stated that they would be looking to correct this issue. The proposed apartment building includes an internal garbage room to help ensure cleanliness of the property.

Comment:

The fences along the northern property line are not well-maintained allowing people to access neighbouring properties.

Response:

The proposal includes a new fence for approximately 65m along the northern property line, measured from the western property line. Additionally, a new railing is proposed along the top of the retaining wall on the western property line.

Comment:

The placement of a building in this location will negatively affect the amount of natural light in the backyards of Edgecliffe Avenue properties.

Response:

A shadow study is typically requested for developments in the greenbelt that are over five storeys, or greater than or equal to 15m in height. The placement of this building with three full storeys above ground is not anticipated to create substantial shadow impacts on neighbouring properties.

## **APPLICATION PROCESS TIMELINE STATUS**

This Site Plan application was not processed by the On Time Decision Date established for the processing of an application that has Manager Delegated Authority due to time required to resolve identified issues.

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## Document 1 – Location Map

