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

Site Location: part of 3100 Leitrim Rd (Block 178 on 4M-1727)

File No.: D07-12-22-0112

Date of Application: July 21, 2022

This SITE PLAN CONTROL application submitted by Peter Hume, on behalf of Barrett Co-Tenancy, is APPROVED as shown on the following plan(s):

- 1. Site Plan of Block 178 (Findlay Creek Village), SP-1, prepared by Stantec Geomatics Ltd., revision 1 dated 2023-05-10.
- 2. Landscape Plan, L.1, prepared by James B. Lennox & Associates Inc., dated June 2022, revision 5 dated 04/25/2023.
- 3. **General Plan**, 001, prepared by IBI Group, revision 4 dated 2023-02-22.
- 4. Notes Legend CB Data, 010, prepared by IBI Group, revision 3 dated 2023-01-09.
- 5. **Street Sections**, 011, prepared by IBI Group, revision 3 dated 2023-01-09.
- 6. Private Lane 1, 100, prepared by IBI Group, revision 4 dated 2023-02-22.
- 7. Private Lane 2, 101, prepared by IBI Group, revision 4 dated 2023-02-22.
- 8. **Grading Plan**, 400, prepared by IBI Group, revision 3 dated 2023-1-09.
- 9. Sanitary Drainage Area Plan, 400, prepared by IBI Group, revision 3 dated 2023-1-09.
- 10. Storm Drainage Area Plan, 500, prepared by IBI Group, revision 3 dated 2023-1-09.
- 11. Ponding Plan, 600, prepared by IBI Group, revision 3 dated 2023-1-09.
- 12. Sediment and Erosion Control Plan, 900, prepared by IBI Group, revision 4 dated 2023-02-22.

Mail code: 01-14

13. **Redi-Rock Retaining Wall Design (RR1)**, PG6353-1, prepared by Paterson Group., dated 07/2022, revision 2 dated 13/01/2023.

And as detailed in the following report(s):

- 1. **Environmental Noise Impact Assessment**, prepared by Arcadis IBI Group, dated May 3, 2023.
- 2. Environmental Impact Statement and Tree Conservation Report, prepared by Muncaster Environmental Planning Inc., dated June 27, 2022.
- 3. **Tree Conservation Report Addendum**, prepared by Dendron Forestry Services, dated May 25, 2023.
- 4. Phase 1 Environmental Site Assessment 2960 Leitrim Road Ottawa ON, prepared by Golder Associates Ltd., dated October 2013.
- 5. Update of Phase One Environmental Site Assessment Part of Barrett Subdivision, Ottawa, Ontario, prepared by WSP Canada Inc., dated April 21, 2023.
- 6. **Geotechnical Investigation Barrett Lands Phase 3 East**, prepared by Golder Associates Ltd., dated August 22, 2022
- Geotechnical Review Global Stability Analysis, prepared by Paterson Group, dated January 16, 2023.
- 8. **Barrett Lands Block 178 Servicing Brief**, prepared by IBI Group, dated February, 2023.

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. Execution of Agreement Within One Year

The Owner shall enter into this Site Plan Control Agreement, including all standard and special conditions, financial and otherwise, as required by the City. In the event

that the Owner fails to sign this Agreement and complete the conditions to be satisfied prior to the signing of this Agreement within one (1) year of Site Plan approval, the approval shall lapse.

#### 2. Barrier Curbs

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

## 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, 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.

# 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, Real Estate and Economic Development.

## 6. Construct Sidewalks

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

#### 7. 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**

#### 9. Professional Engineering Inspection

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

#### 10. Private Approach Detail

The Owner agrees that all private approaches, including temporary construction access to the subject lands, shall be designed and located in accordance with and shall comply with the City's Private Approach By-Law, being By-law No. 2003-447, as amended, and shall be subject to approval of the General Manager, Planning, Real Estate and Economic Development.

## 11. Noise Control Attenuation Measures

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

- (a) each unit is to be fitted with a forced air heating system and ducting, and shall be sized to accommodate central air conditioning;
- (b) further to subsection (a) 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.
- (c) notice respecting noise shall be registered against the lands, at no cost to the City, and a warning clause shall be included in all agreements of purchase and sale or lease agreements, as detailed in clause 12 below.

#### 12. Notice on Title - Noise Control Attenuation Measures

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

# Type A – Increasing Roadway Traffic

"The Purchaser/Lessee for himself, his heirs, executors, administrators, successors and assigns acknowledges being advised that noise levels due to increasing Barrett Farm Drive and Bank Street 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 C – Forced Air Heating System and Ducting

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

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

## Aircraft Warning Clause

"Noise due to aircraft operations may occasionally interfere with some indoor activities and with outdoor activities, particularly during the summer months. The purchaser/building occupant is further advised that the Ottawa International Airport is open and operates 24 hours a day, and that changes to operations or expansion of the airport facilities, including the construction of new runways, may affect the living environment of the residents of this property/area."

#### **Ending Paragraph**

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

#### 13. 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.

## 14. 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.

## 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 metre in height, as shown on the approved Grading 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 retaining wall along the southern and western property lines and as shown on the approved Grading 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 retaining wall along the southern and western property lines. 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 metre 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 acknowledges 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.

#### 17. 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, 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 Plans and Reports referenced in Schedule "E" herein.

# 18. Inlet Control Devices (ICDs)

The Owner acknowledges and agrees to install and maintain in good working order the required in-ground stormwater inlet control devices, as recommended in the approved Servicing Brief, 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.

#### 19. 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.

## 20. 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, Real Estate and Economic Development.

#### 21. Leak Survey

The Owner acknowledges and agrees that the Water Plant and sewer service within the lands is a private system, including Private Services and sewer services and appurtenances, and the Owner acknowledges and agrees that it is responsible for the operation, maintenance and/or replacement, in perpetuity, of the Private Services and sewer system, including the Private Watermains, private hydrants, private sanitary and storm sewer infrastructure (collectively the "private system") which are located on the lands and that the Owner will retain copies of all the associated Work and maintenance contracts, and make said contracts available for inspection upon demand by the City.

Further, the Owner acknowledges and agrees to have a Professional Engineer, licensed in the Province of Ontario, conduct regular inspections of the water system and sewer system, which includes a leak detection survey at least every five (5) years and a video of the sanitary sewer system to check for major water infiltration into the private system. Copies of the inspection reports and videos shall be

provided to the General Manager, Infrastructure and Water Services and Fire Services. The Owner further acknowledges and agrees that as part of the Owner's ongoing maintenance responsibility for the private system, repairs to the system must be completed immediately to correct any deficiencies which contribute to water loss or leakage of infiltration within the private system. Any deficiencies shall be immediately reported to the City. The Owner acknowledges and agrees to notify the General Manager, Infrastructure and Water Services when such repairs have been completed.

## 22. 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, 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.

#### 23. Waste Collection

The Owner acknowledges and agrees that the City will provide curb-side cart (and/or container) garbage, recycling, and organic waste collection for the residential units. The Owner acknowledges and agrees that it is recommended that the containers and carts be placed on a concrete floor where being stored.

#### 24. Parkland

The Owner acknowledges and agrees that the parkland dedication requirements for the proposed development shall be addressed in the Findlay Creek Village Stage 4, Phase 3, subdivision agreement (3100 Leitrim Road, File No. D07-16-17-0002.

#### 25. Joint Use, Maintenance and Liability Agreement

(a) The Owner acknowledges and agrees that should the lands be severed in the future by means other than a Declaration of a Condominium, it shall

ensure that the future owner of the freehold units shall enter into a Joint Use, Maintenance and Liability Agreement which shall be binding upon the owners and all subsequent purchasers to deal with the joint use, maintenance and liability of the common elements, including but not limited to any private roadway(s) and concrete sidewalks; common grass areas; common party walls, exterior walls, retaining walls, and overland flow routes for stormwater management (between Lots 22 and 23, Plan 4M-1727); common structural elements such as the roof, foundations; common parking areas; sewers and watermains, for the mutual benefit and joint use of the owners; and any other elements located in the common property; and the Joint Use, Maintenance and Liability Agreement shall be filed with the General Manager, Planning, Real Estate and Economic Development.

- (b) The Owner shall file with the General Manager, Planning, Real Estate and Economic Development, an opinion from a solicitor authorized to practice law in the Province of Ontario that the Joint Use, Maintenance and Liability Agreement is binding upon the owners of the land and all subsequent purchasers to deal with the matters referred to Paragraph 24 (a) above.
- (c) The Owner acknowledges and agrees that the Joint Use, Maintenance and Liability Agreement shall be registered on the Owner's lands at no cost to the City, and a copy of the registered agreement shall be provided to the General Manager, Planning, Real Estate and Economic Development.
- (d) The Owner acknowledges and agrees that the Joint Use, Maintenance and Liability Agreement shall include a clause requiring subsequent purchasers to enter into an assumption agreement that transfers all legal and financial obligations required under the Joint Use, Maintenance and Liability Agreement to the future owners, successors and assigns in title of the subject lands. The Owner further acknowledges and agrees to include a clause in all agreements of purchase and sale informing purchasers that there is a Joint Use, Maintenance and Liability Agreement registered on title to the subject lands, and require the purchaser to enter into an assumption agreement thereto.

## 26. Street Name and Signs

- (a) The Owner acknowledges and agrees it shall provide for, install and maintain, at its own expense, all regulatory traffic signage, in accordance with the City's Municipal Addressing By-law 2014-78, as amended, for any private road within the area controlled by this Agreement and as shown on the approved Site Plan, referenced in Schedule "E" herein.
- (b) The Owner acknowledges and agrees it shall provide for, install and maintain, at its own expense, all temporary street name signs, in accordance with the City's Municipal Addressing By-law 2014-78, as amended, for any private road within the area controlled by this Agreement and the approved Site Plan, referenced in Schedule "E" herein.

(c) The Owner acknowledges and agrees it shall, at its own expense, make arrangements for the City to provide, install, and maintain all permanent street name signs, in accordance with the City's Municipal Addressing Bylaw 2014-78, as amended, and to City Specifications or Standards.

#### 27. Access Easement to City

The Owner acknowledges and agrees it shall grant to the City, at the Owner's expense, a Blanket Easement over the lands, with the right and licence of free, uninterrupted, unimpeded and unobstructed access to the City to enter on and to pass at any and all times, on, over, along and upon the lands with or without vehicles, supplies, machinery and equipment for all purposes necessary or convenient to construct, maintain, repair and replace the Private Watermains, Private Service Posts and fire hydrants at the Owner's expense. The Owner acknowledges and agrees that notwithstanding the rights granted to the City under the grant of easement, the Owner remains responsible at all times for the maintenance, inspection, alteration, repair, replacement and reconstruction of the utility in the said lands during their term of use. The Owner acknowledges and agrees to provide an electronic copy of the Transfer of Easement prior to the execution of this Agreement by the City, to the satisfaction of the City Solicitor. All costs shall be borne by the Owner.

## 28. Notice on Title - School Accommodation

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 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."

## 29. Ottawa Macdonald-Cartier International Airport - Bird Attractions

The Owner acknowledges and agrees that there will not be any present or future action, nor development undertaken, that may result in any bird attraction conditions and therefore a hazard to aircraft flying in the area. The Owner further

acknowledges and agrees to maintain the site in a clean state and that any litter on the lands will be removed expeditiously. The Owner acknowledges and agrees to provide enclosed garbage areas and covered containers.

The Owner acknowledges and agrees to only place on the lands plant/vegetation species that are not attractive as a food source to birds. If bird activity increases as a result of this development, the Owner shall be prepared to implement mitigation measures to address this operational hazard.

# 30. <u>Stormwater Management Area-Specific Development Charges - New Multi-</u> Unit Residential

The Owner acknowledges that this Site Plan approval is for a residential development subject to the Leitrim - South Urban Centre (Area S-2) 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	50	\$ 6,700.00	\$ 335,000.00
Apartment Dwelling		\$	\$
Total			\$ 335,000.00

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.

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October 11, 2023	anden	
Date	Lily Xu	
	Manager, Development Review, Sout	
	Dianning Pool Estate and Economic	

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

File Number: D07-12-22-0112

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#### SITE LOCATION

Part of 3100 Leitrim Road (Block 178 on plan 4M-1727), and as shown on Document 1.

#### SYNOPSIS OF APPLICATION

The subject site is located south of Barrett Farm Drive, west of Bank Street, and east of Delphinium Crescent in Ward 22 – Riverside South – Findlay Creek. Surrounding land uses include a future commercial use immediately to the east and future residential development to the north and west. To the northeast is a garden centre and to the south is the Hope Cemetery lands. The vacant site is approximately 12,988 m2.

The proposal is to construct 50 residential units, including 14 standard townhouses and 36 gallery townhouses. The western portion of the site proposes 2-storey standard townhomes which transitions into 3-storey back-to-back townhouse units on the central and eastern side of the site. The proposal includes 50 parking spaces and two private lanes which provide access to the site is via two entrances off Barrett Farm Drive.

The site is currently zoned General Mixed Use, Subzone 12 (GM12).

#### **Residential Units and Types**

Dwelling Type	Number of Units
Townhouse	50

#### **Related Applications**

The following applications are related to this proposed development:

Plan of Condominium – D07-04-22-0010

#### **DECISION AND RATIONALE**

This application is approved for the following reasons:

 The subject lands are designated Neighbourhood in the Suburban Transect which permits low-rise residential developments. Part of the subject lands closer to Bank Street are also subject to the Evolving Neighbourhood overlay which permits the 3-storey gallery townhouses (back-to-back townhouses).

- The subject lands are designated Medium Density Residential in the Leitrim Community Design Plan. This designation permits townhouses.
- The site is currently zoned General Mixed Use, Subzone 12 (GM12). The proposal is in conformity with the applicable zoning.
- The proposed site design represents good planning.

#### PARKLAND DEDICATION

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

#### **ROAD MODIFICATIONS**

There are road modifications associated with this site plan control application.

#### **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

Concerns that the new private street access location could impact future accesses on the north side of Barrett Farm Drive.

#### Response:

The Transportation Project Manager confirmed that the location of the accesses on either side of Barrett Farm Drive do not conflict with each other.

#### **Technical Agency/Public Body Comments**

Summary of Comments –Technical

N/A

#### **Advisory Committee Comments**

# <u>Summary of Comments – Advisory Committees</u>

N/A

## **APPLICATION PROCESS TIMELINE STATUS**

This Site Plan application was not processed by the On Time Decision Date due to the number of revision required.

Contact: Mélanie Gervais Tel: 613-282-0508 or e-mail: Melanie.Gervais@ottawa.ca

# **Document 1 - Location Map**

