



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

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Site Location: 3080 Navan Road

File No.: D07-12-23-0047

Date of Application: April 28, 2023

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This SITE PLAN CONTROL application submitted by 2797500 Ontario Limited (c/o Christopher Gibson, Broadstreet Properties) is APPROVED as shown on the following plans:

1. **Site Plan**, Rhythm Apartment, 3080 Navan Road, Ottawa, dwg **A1.01**, prepared by Abele Architecture, dated 04/26/2023, revision E dated 04/12/2024.
2. **Underground Parking Plan**, Rhythm Apartment, 3080 Navan Road, Ottawa, dwg **A1.03**, prepared by Abele Architecture, dated 04/26/2023, revision E dated 04/12/2024.
3. **Parkade Floor Plan**, Rhythm Apartment, 3080 Navan Road, Ottawa, dwg **A2.00**, prepared by Abele Architecture, dated 04/26/2023, revision E dated 04/12/2024.
4. **Landscaping Plan**, Rhythm Apartment, 3080 Navan Road, Ottawa, dwg **L.1**, prepared by Studio Red Landscape Architecture, dated 2023-04-19, revision 8 dated 2024-04-12.
5. **Details**, Rhythm Apartment, 3080 Navan Road, Ottawa, dwg **L.2**, prepared by Studio Red Landscape Architecture, dated 2023-04-19, revision 8 dated 2024-04-12.
6. **Site Accessories**, Rhythm Apartment, 3080 Navan Road, Ottawa, dwg **A1.04**, prepared by Abele Architecture, dated 04/26/2023, revision E dated 04/12/2024.
7. **Site Accessories**, Rhythm Apartment, 3080 Navan Road, Ottawa, dwg **A1.05**, prepared by Abele Architecture, dated 04/26/2023, revision E dated 04/12/2024.
8. **Grading Plan**, Rhythm Apartment, 3080 Navan Road, Ottawa, dwg **122180-GR**, prepared by Novatech, dated Apr/22/2024, revision 6 dated June 10/2024.

9. **General Servicing Plan**, Rhythm Apartment, 3080 Navan Road, Ottawa, dwg **122180-GP**, prepared by Novatech, dated Apr/26/2023, revision 5 dated Apr 22/24.
10. **Erosion and Sediment Control Plan**, drawing **122180-ESC**, prepared by Novatech, dated Apr 26/23, revision 5 dated Apr/22/2024.
11. **Notes and Details**, Rhythm Apartment, 3080 Navan Road, Ottawa, dwg **122180-ND**, prepared by Novatech, dated Apr 26/23, revision 5 dated Apr/22/2024.
12. **B/W Elevation**, Rhythm Apartment, 3080 Navan Road, Ottawa, dwg **A3.00**, prepared by Abele Architecture, 04/26/2023, revision E dated 04/12/2024.
13. **Colour - Elevation**, Rhythm Apartment, 3080 Navan Road, Ottawa, dwg **A3.01**, prepared by Abele Architecture, 04/26/2023, revision E dated 04/12/2024.

And as detailed in the following reports:

1. **Geotechnical Report**, Rhythm Apartment, 3080 Navan Road, Ottawa, Report No. **PG6527-1**, prepared by Paterson Group, dated 2023-05-17, revision 2 dated 2023-04-26.
2. **Phase I Environmental Assessment**, Rhythm Apartment, 3080 Navan Road, Ottawa, Report No. **PE4937-1**, prepared by Paterson Group, dated June 30, 2020.
3. **Phase II Environmental Site Assessment**, Rhythm Apartment, 3080 Navan Road, Ottawa, Report No. **PE4937-2**, prepared by Paterson Group, dated July 13, 2020.
4. **Environmental Site Remediation Program**, Rhythm Apartment, 3080 Navan Road, Ottawa, Report No. **PE44937-3REM**, prepared by Paterson Group, dated June 16, 2021.
5. **Noise Impact Feasibility Report**, Rhythm Apartment, 3080 Navan Road, Ottawa, Report No. **R-2023-005** prepared by Novatech, dated April 26, 2023 revision 2 dated December 18, 2023.
6. **Servicing and Stormwater Management Report**, Rhythm Apartment, 3080 Navan Road, Ottawa, Report No. **R-2023-077** prepared by Novatech, dated April 26, 2023 revision 3 dated November 21, 2023.
7. **Tree Conservation Report**, Rhythm Apartment, 3080 Navan Road, Ottawa, Project No. **AVE 866.1** prepared by Kilgour & Associates Ltd., dated December 2, 2020.

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

## Requirements

### 1. Certificate of Insurance

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

### 2. 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.

### 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.

## **9. Development Charges**

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

## **Special Conditions**

### **10. 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.

## **11. Notice on Title – On-Site Parking**

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

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

"The purchaser/lessee for themselves, their heirs, executors, administrators, successors and assigns, acknowledges being advised that the unit being sold/rented may not be provided with any on-site parking. Should the purchaser/lessee have a vehicle for which they wish to have parking, alternative and lawful arrangements may need to be made to address their parking needs at an alternate location and that such arrangements are solely the responsibility of the person seeking parking. The purchaser/lessee acknowledges that the availability and regulations governing on-street parking vary; that access to on-site street parking, including through residential on-street parking permits issued by the City of Ottawa, cannot be guaranteed now or in the future; and that the purchaser/lessee intending to rely on on-street parking for their vehicle or vehicles does so at their own risk."

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

## **12. Private Approach Detail**

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

## **13. 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.

#### **14. Noise Control Attenuation Measures**

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

- (a) each unit is to be equipped with central air conditioning;
- (b) further to subsection (b) above, the location and installation of any outdoor air conditioning device(s) shall comply with the noise criteria of the Ministry of the Environment, Conservation and Parks' Publication NPC-216, dated 1993, and the Environmental Noise Guidelines for Installation of Residential Air Conditioning Devices, dated September 1994, as amended, in order to minimize the noise impacts both on and off the immediate vicinity of the subject lands;
- (c) prior to the issuance of a building permit, a review of building components (windows, walls, doors) is required and must be designed to achieve indoor sound levels within the City's and the Ministry of the Environment, Conservation and Parks' noise criteria. A letter shall be prepared by a qualified professional and provided to the General Manager, Planning, Development and Building Services confirming the plans submitted for building permit issuance have incorporated any and all mitigation measures to achieve the required indoor sound levels;
- (d) upon completion of the development and prior to occupancy and/or final building inspection, a professional engineer, licensed in the Province of Ontario with expertise in the subject of acoustics related to land use planning, shall be retained to visit the lands, inspect the installed noise control measures and satisfy themselves that the installed recommended interior noise control measures comply with the measures in the Noise Impact Feasibility Report referenced in Schedule "E" hereto. The professional engineer shall prepare, sign and stamp a letter to the General Manager, Planning, Development and Building Services (the "Certification Letter") stating that they certify acoustical compliance with all requirements of the applicable conditions in this Agreement, to the satisfaction of the General Manager, Planning, Development and Building Services.

#### **15. Notice on Title – Noise Control Attenuation Measures**

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

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

“The purchaser/lessee for themselves, their heirs, executors, administrators, successors and assigns, acknowledges being advised that despite the inclusion of noise control features in this development and within building units, noise levels from increasing roadway may be of concern, occasionally interfering with some activities of the dwelling occupants as the outdoor sound level exceeds the City of Ottawa’s and the Ministry of the Environment, Conservation and Parks’ noise criteria.”

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

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

#### **16. 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 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.

#### **17. Works within the Pagé Road Right-of-Way**

The Owner acknowledges and agrees that prior to the registration of this Agreement, issuance of a Building Permit, or issuance of a Commence Work Notification, whichever comes first, the Owner shall be required to initiate a Utility Circulation with the City of Ottawa's Right-of-Way Approvals group pertaining to the Ditch Works proposed within the City's Pagé Road Right-of-Way. The Owner further agrees to address all comments received resulting from the Utility Circulation and to revise the approved plans and reports in this Agreement, as required. This shall be to the satisfaction of the General Manager, Planning, Development and Building Services Department.

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

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

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

"The purchaser/lessee for themselves, their heirs, executors, administrators, successors and assigns, acknowledges being advised that during major storm events, depressed driveways and below grade parking areas may be subject to flooding due to drainage from the road allowance. The purchaser/lessee further acknowledges being advised that the City of Ottawa shall not be liable for flooding claims. Backwater valves are recommended for installation on catch basins located in depressed driveways."

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

## **19. 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 Falsetto Street 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:
  - (ii) obtain a video inspection of the existing City Sewer System within Falsetto Street to determine if the City Sewer System sustained any damages as a result of construction on the lands; and
  - (iii) assume all liability for any damages caused to the City Sewer System within Falsetto Street and compensate the City for the full amount of any required repairs to the City Sewer System.

## **20. 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.

## **21. 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 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.

## **22. Private Drainage Agreement**

The Owner shall enter into a Private Drainage Agreement with the Owner of the adjacent lands, municipally known as Caivan Rhythm Subdivision, which shall be binding upon the owners and all subsequent purchasers, to deal with mutual rights for surface drainage, in accordance with the site plan approval issued by the City of Ottawa. The Private Drainage Agreement shall be registered on title, of those properties listed in the Agreement, at no cost to the City, and a copy shall be filed with the City, to the satisfaction of the General Manager, Planning, Development and Building Services Department.

## **23. 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.

## **24. 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:
  - (iv) 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
  - (v) 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.

## **25. Exterior Elevations Drawings**

The Owner acknowledges and agrees to construct the proposed building in accordance with the approved Site Plan, Drawing A3.01, referenced in Schedule “E” herein. The Owner further acknowledges and agrees that any subsequent proposed changes to the approved plans shall be filed with the General Manager, Planning, Development and Building Services and agreed to by both the Owner and the City prior to the implementation of such changes. No amendment to this Agreement shall be required.

## **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 those elements which are to be located in the City’s Navan Road and Pagé Road rights-of-way, as shown on the approved Landscape Plan referenced in Schedule “E” herein, including all plant and landscaping material (except municipal trees). 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. 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.

## **28. Notice on Title – Parkland**

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 parkland within the vicinity of the subject lands may have active hard and soft surface recreational facilities, buildings and supporting infrastructure. These amenities may include lit facilities and may generate noise by users using these facilities and amenities.”

“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. Community Benefits Charge**

The Owner acknowledges that the development is subject to payment of a Community Benefits Charge estimated to be \$86,403.60, payable at the time of building permit issuance, calculated in accordance with the Community Benefits Charge By-law 2022-307 (as amended from time to time) and the *Planning Act* (the “CBC Estimate”).

For the purposes of calculating the CBC Estimate, the City has utilized a property valuation which has an effective date of the date of the site plan approval and the currently proposed area subject to development or redevelopment. The Owner acknowledges that the City will collect the CBC Estimate amount at the time of building permit issuance provided (a) the first building permit is issued within twenty-four months of the date of the present site plan approval and (b) the land area subject to development or redevelopment has not changed.

Should the first building permit not be issued within twenty-four months, an updated valuation of the land that is the subject of development or redevelopment will be provided by the City prior to building permit issuance, or earlier if requested by the Owner. The Owner further acknowledges that if the land area shown in any subsequent building permit application(s) as being subject to development or redevelopment differs from the land area shown in the Site Plan as being subject to development or redevelopment, the above-indicated amount may be recalculated based on the land area shown in the building permit application(s).

## **30. Notice on Title – School Accommodation**

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

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

"The purchaser/lessee for themselves, their heirs, executors, administrators, successors and assigns, acknowledges being advised that the Ottawa-Carleton District School Board has pupil accommodation concerns for this dwelling unit. The purchaser/lessee agrees to inform prospective purchasers or tenants in all subsequent agreements of purchase and sale and lease agreements that school accommodation pressures exist in the Ottawa-Carleton District School Board, which are currently being addressed by the utilization of portable classrooms and/or by directing students to school outside their community."

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

**Stormwater Management Area-Specific Development Charges**

**31. Stormwater Management Area-Specific Development Charges – New Multi-Unit Residential**

The Owner acknowledges that this Site Plan approval is for a residential development subject to the Gloucester Urban Centre Area-Specific Development Charge for Stormwater Management Facilities (Area E-3), 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.

| <b>Unit Type</b>   | <b>Number of Units</b> |  | <b>Value per Unit</b><br><small>(adjusted to rate in effect at time of registration)</small> | <b>Total Charge</b> |
|--------------------|------------------------|--|--|---------------------|
| Apartment Dwelling | 119                    |  | \$ 2,180   | \$ 259,420          |
| Total              | 119                    |  |  | \$ 259,420          |

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.



June 21, 2024

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Date

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John Sevigny, C.E.T.  
A/Manager, Development Review East,  
Planning, Development and Building  
Services Department

Enclosure: Site Plan Control Application approval – Supporting Information



## SITE PLAN CONTROL APPROVAL APPLICATION SUPPORTING INFORMATION

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**File Number:** D07-12-23-0047

### SITE LOCATION

The subject site is located on the south of Navan Road, between Pagé Road and Falsetto Street, within the East Urban Community of Orléans South, as shown on Document 1.

### SYNOPSIS OF APPLICATION

The 0.67-hectare site is currently vacant and relatively flat. The property is part of Caivan's Rhythm subdivision (File No. D07-16-20-0031), which is currently under construction. Surrounding land uses are largely low-rise residential to the north, west, and south. There are under-utilized and vacant parcels to the south-east of the proposed development that are zoned Local Commercial for future development, as part of the East Urban Community Design Plan. The site is within 500 metres of OC Transpo's Chapel Hill South Park & Ride at Navan Road and Brian Coburn Boulevard.

The proposed development consists of one six-storey, mid-rise residential apartment building containing a total of 119 dwelling units. There will be 32 one-bedroom units, 63 two-bedroom units, and 24 two-bedroom units with dens. Balconies are provided for private amenity space for each unit. The proposed building is oriented on the northern portion of the lot addressing both Navan Road and Pagé Road with pathway connections proposed to both public rights-of-way. The main vehicular entrance is off Falsetto Street. The proposed development achieves an appropriate transition in building height and massing by locating the proposed building closest to and oriented towards Navan Road to increase the setback distance to the existing low-rise dwellings along Renaud Road to the south. The building features a contemporary design with a muted colour palette and timber beam accents on the building and throughout the site.

Communal amenity areas are provided at grade interior to the site in the form of a community garden, dog run and green spaces for passive recreation, including a pergola and benches, totalling 714 m<sup>2</sup>. Waste will be collected centrally in a garbage enclosure located outside south of the building within an interior yard.

A significant portion of the proposed parking is provided underground to minimize the visual impact of surface parking and to maximize opportunities for tree planting. The surface parking areas are screened from Navan Road and Pagé Road by the proposed building and are setback and screened from Falsetto Street by the proposed amenity areas and landscaping.

There will be a total of 132 vehicular parking spaces. Twenty-eight spaces are surface vehicle parking spots while the remaining spaces are in an underground parkade underneath the building. Thirty-seven of these spaces are sized for compact vehicles. Twenty-four visitor parking spots are provided along with one accessible space near the entrance of the building. There will be 60 bicycle parking spots throughout the site. Thirty stalls will be located within the surface landscaped area, with the remaining 30 stalls located in a secured location within the underground parkade.

There are existing City watermains in all public rights-of-way fronting the proposed site. The proposed development will be serviced with the two, 200mm diameter water services and a 200mm sanitary service that were recently installed as part of the Rhythm Subdivision. Similarly, the development site will drain to the storm servicing installed within the Falsetto Street right-of-way with stormwater control provided onsite through rooftop storage, parking lot storage, and a cistern within the underground parking garage. All servicing, utilities, and mechanical equipment is internalized to the proposed building.

### **Residential Units and Types**

| <b>Dwelling Type</b> | <b>Number of Units</b> |
|----------------------|------------------------|
| Apartment            | 119                    |

### **Related Applications**

The following applications are related to this proposed development:

- Plan of Subdivision – D07-16-20-0031.

### **DECISION AND RATIONALE**

This application is approved for the following reasons:

- The proposed development is in conformity with the relevant policies of the Official Plan (2022). The site is designated Neighbourhood on Schedule B8, which permits the proposed development of a mid-rise apartment where existing zoning allows for greater building heights (section 6.3.1.(2)(a)).
- The proposed development is in conformity with the relevant policies of the East Urban Community Phase 1 Community Design Plan (CDP). The site is designated Residential by the CDP.
- The proposed mid-rise apartment dwelling use and development conforms to the uses and provisions of the Residential Fifth Density Subzone N (Exception 2744) Height 20 metres Zone (R5N[2744]H20).
- The proposed site design represents good planning for this residential community.

### **PARKLAND DEDICATION**

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

## **CONSULTATION DETAILS**

### **Councillor's Comments**

Councillor Catherine Kitts indicated the following comments:

“The communities of Bradley Estates, Eastboro and Trailsedge have long desired mixed-use, ground-floor commercial spaces, and it is disappointing to see none included in this centrally located development.

Mixed-use development could work toward combatting car dependency in these communities where the 15-minute neighbourhood concept remains unattainable due to an incomplete transportation network.

Navan Road, a two-lane country road without sidewalks, paved shoulders, cycling facilities or basic street lighting, serves as a primary arterial route for the communities mentioned above and South Orléans to the east. While I do commend the developer for including sidewalks adjacent to the development they will not link up with existing infrastructure. The complete picture of the incomplete network should be considered when recommending intensification of this area.

The proposal of more than one parking spot per unit is necessary when no other mobility options exist but will only exacerbate car dependence in an already overburdened area.”

### Response to Councillor Comments

The Councillor's concerns are pertinent for this area and echo some of the public's comments discussed below. The proposed development complies with the policies of the Official Plan and East Urban Community Design Plan as well as with the provisions of the R5N zone and the other applicable sections of the Zoning By-law.

### **Public Comments**

This application was subject to public circulation under the Public Notification and Consultation Policy. There were submissions from 22 community members received online that staff considered.

### Summary of Public Comments

Several comments identified that there was a need in the community for more commercial spaces. There were concerns expressed at the increase of density on the site and how that would impact traffic in the community, along with concerns regarding the availability of public transit. One community member expressed that there was too much parking included in the site design, and three others asked whether any of the proposed units would be affordable. These issues tie into concerns by community members that the walkability of the neighbourhood is low, and that the City is not close to meeting targets for a 15-minute neighbourhood in this area.



## Staff Response

The use and density proposed by this site plan are supported by the current Zoning By-law and Community Design Plan for this area, and the developer has chosen not to develop commercial uses on the site. There are under-developed properties to the south-east of the site that are zoned Local Commercial and are anticipated to be redeveloped for commercial uses in the future. The increase in density and potential customers on an arterial roadway will provide further incentive for commercial uses to be located here in the future.

The concerns with traffic generally throughout Orléans South are known. As per the Transportation Master Plan (TMP), Navan Road and Brian Coburn are currently listed on the ultimate road network and scheduled to be widened sometime after 2031. The TMP is currently under revision for approval in 2024 and these road project schedules may be reevaluated. The proposed development will support transit ridership by locating an apartment building within walking distance to the Chapel Hill BRT Park and Ride. Pedestrian walkways and linkages are provided throughout the site to provide safe pedestrian circulation through the parking and amenity areas and connect to the bus stop on Pagé Road.

The minimum required vehicular parking spaces by the Zoning By-law is 0.5 per unit. The developer has reduced parking for this site from their typical rate of 1.5 spaces per unit, which they initially proposed due to their experience with the rental market in suburban contexts, to 0.9 spaces per unit after conversations with City staff. All required visitor parking is provided. Much of the proposed parking is provided underground, while the proposed surface parking lot is broken into two smaller areas that are screened from the surrounding public realm by the proposed building orientation and landscaping.

The units will be available at market rates. The rentals will contribute to the availability of housing types within this community.

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

### Summary of Comments – Technical

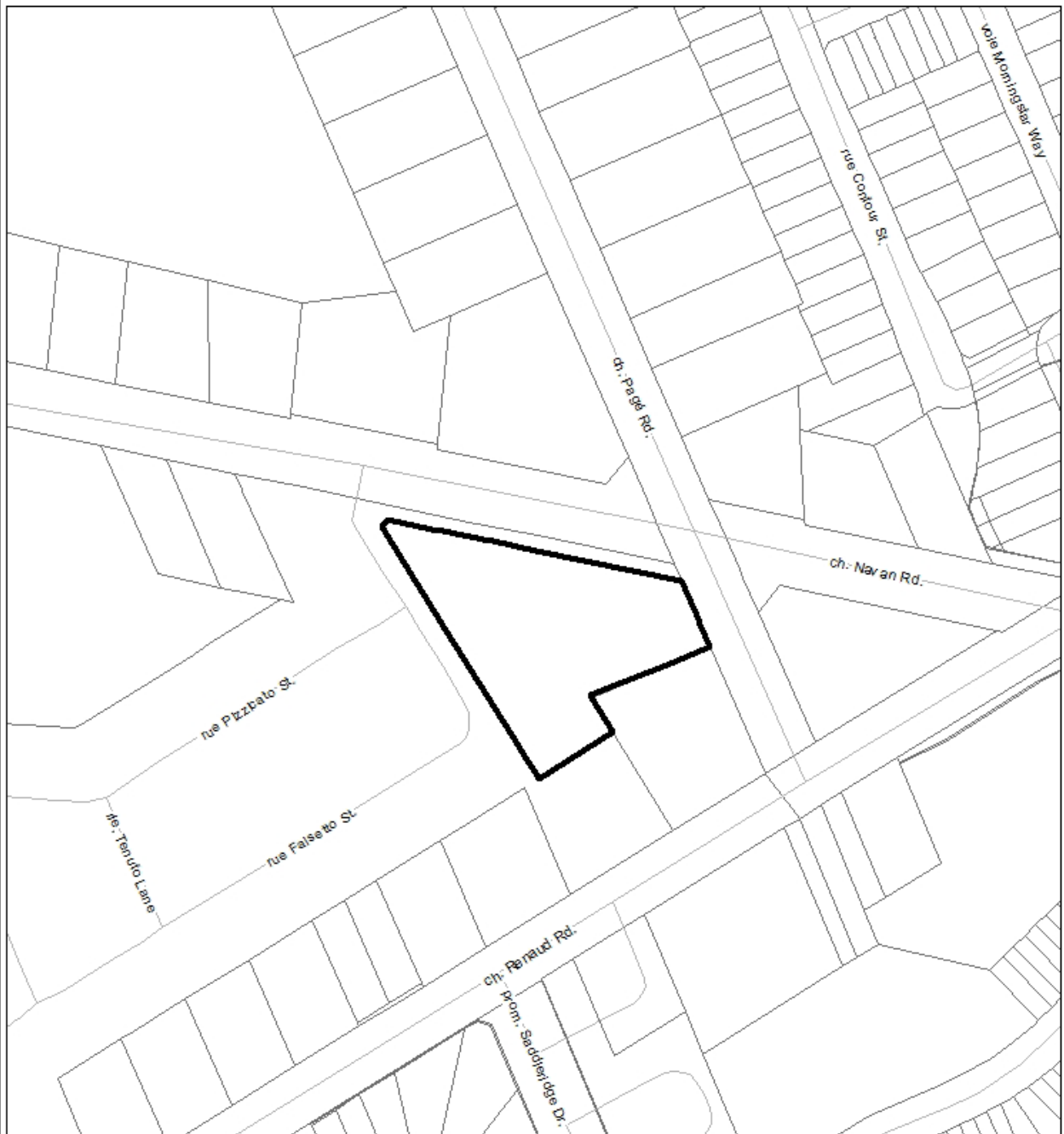
Bell Canada requested that a condition of approval be included speaking to easements being granted to Bell if necessary to service the development. Bell Canada's requested condition is adequately address by a condition in the City's standard site plan agreement. Standard conditions requested by the Ottawa-Carleton District School Board are also included.




## **APPLICATION PROCESS TIMELINE STATUS**

This Site Plan application was not processed by the On Time Decision Date due to the time required for City staff and the proponent to address the various site design and technical issues, including those that affected the public realm.

**Contact:** Jerrica Gilbert; Tel: 613-580-2424, ext. 16972; or e-mail:  
[jerrica.gilbert@ottawa.ca](mailto:jerrica.gilbert@ottawa.ca)

# Document 1 – Location Map



|  |           |  |  |
|--|-----------|--|--|
|   |           | LOCATION MAP / PLAN DE LOCALISATION<br>SITE PLAN / PLAN D'EMPLACEMENT  |  |
| D07-12-23-0047   | 23-0450-R |  |  |
| I:\CO\2023\Site\Navan_3080   |           |  |  |
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