

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

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Site Location: Part of 1055 Klondike Road

File No.: D07-12-21-0109

Date of Application: July 20, 2021

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This SITE PLAN CONTROL application submitted by Christine McCuaig (Q9 Planning + Design), on behalf of Village at the Schoolyard Inc., is APPROVED as shown on the following plan(s):

1. **Grading Plan**, prepared by Novatech, drawing 117034-10-GR dated May 17, 2021, revision 4 dated August 04, 2022
2. **Servicing Plan**, prepared by Novatech, drawing 117034-10-GP dated May 17, 2021, revision 5 dated August 04, 2022
3. **Storm Drainage Area Plan**, prepared by Novatech, drawing 117034-10-STM dated May 17, 2021, revision 4 dated August 04, 2022
4. **Removals, Erosion and Sediment Control Plan**, prepared by Novatech, drawing 117034-10-ESC dated May 17, 2021, revision 4 dated August 04, 2022
5. **Sanitary Drainage Area Plan**, prepared by Novatech, drawing 117034-10-SAN, dated Dec 22/21, revision 3 dated August 04, 2022.
6. **Site Plan**, prepared by Colizza Bruni Architecture, dated May 21, 2021, revision 20 07/12/22.
7. **Landscape Plan**, prepared by Novatech, dated May 17/21, revision 2 dated Jan 31/22.
8. **1055 Klondike Road 53 Unit Apartment Building**, Drawing No. A200, dated May 21, 2021, revision 5, 01/17/22
9. **1055 Klondike Road 53 Unit Apartment Building**, Drawing No. A201, dated May 21, 2021, revision 5, 01/17/22
10. **1055 Klondike Road 53 Unit Apartment Building**, Drawing No. A202, dated May 21, 2021, revision 5, 01/17/22

And as detailed in the following report(s):

1. **Phase One Environmental Site Assessment**, prepared by Gemtec, Project 64153.85, dated October 2, 2018
2. **Phase Two Environmental Site Assessment**, prepared by Gemtec, Project 64153.85, dated May 17, 2019 – V02
3. **Phase One Environmental Site Assessment Update**, prepared by Gemtec, Project 64153.85, dated June 10, 2021
4. **Supplemental Phase Two Environmental Site Assessment**, prepared by Gemtec, Project 64153.85 dated September 28, 2021
5. **Geotechnical Investigation**, prepared by Gemtec, Project 64153.85, dated April 4, 2018
6. **Tree Planting Recommendations**, prepared by Gemtec, Project 64153.85, dated July 19, 2021
7. **Slope Stability Assessment and Meander Belt Setback**, prepared by Gemtec, Project 64153.85, dated July 23, 2019
8. **Supplemental Geotechnical Investigation**, prepared by Gemtec, Project 64153.85, dated April 10, 2019
9. **Site Servicing and Stormwater Management Report**, prepared by Novatech, Report R-2021-068, dated May 17, 2021, revised August 4, 2022.
10. **Environmental Impact Statement/Tree Conservation Report**, prepared by Bowfin Environmental Consulting Inc, dated March 2020.
11. **Noise Impact Assessment Klondike Road Block 10**, prepared by Novatech, dated August 15, 2022.
12. **Transportation Review – Block 10, 1055 Klondike Road**, prepared by Novatech, dated June 17, 2021.

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

### **General Conditions**

1. **Registration of Agreement and Building Permit Issuance Within Three Years**  
The Owner shall enter into this Site Plan Control Agreement, including all standard and special conditions, financial and otherwise, as required by the City. In the event that the Owner fails to sign this Agreement, complete the conditions to be satisfied prior to the signing of this Agreement, and have the corresponding building permit(s) issued within three years of Site Plan approval, the approval shall lapse.
2. **Barrier Curbs**  
The Owner acknowledges and agrees that the parking areas and entrances shall have barrier curbs and shall be constructed in accordance with the drawings of a design professional, such drawings to be approved by the General Manager, Planning, Development and Building Services.

3. **Water Supply for Fire Fighting**

The Owner shall provide adequate water supply for fire fighting for every building. Water supplies may be provided from a public water works system, automatic fire pumps, pressure tanks or gravity tanks.

4. **Reinstatement of City Property**

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

5. **Construction Fencing**

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

6. **Construct Sidewalks**

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

7. **Extend Internal Walkway**

The Owner shall extend internal walkways beyond the limits of the subject lands to connect to existing or proposed public sidewalks, at the sole expense of the Owner, to the satisfaction of the General Manager, Planning, Development and Building Services.

8. **Completion of Works**

The Owner acknowledges and agrees that no new building will be occupied on the lands until all requirements with respect to completion of the Works as identified in this Agreement have been carried out and received Approval by the General Manager, Planning, Development and Building Services, including the installation of municipal numbering provided in a permanent location visible during both day and night and the installation of any street name sign on relevant streets. Notwithstanding the non-completion of the foregoing Works, occupancy of a lot or structure may otherwise be permitted, if in the sole opinion of the General Manager, Planning, Development and Building Services, the aforesaid Works are proceeding satisfactorily toward completion. The Owner shall obtain the prior consent of the General Manager, Planning, Development and Building Services for such occupancy in writing.

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

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

**9. Development Charges**

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

**Special Conditions**

**10. 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. Private Approach Detail**

The Owner acknowledges and agrees that all private approaches serving the proposed development shall be designed and constructed, at the sole expense of the Owner, in accordance with the City's "Curb Return Entrances – Uncontrolled Intersections" Plan, Drawing No. SC7.1, dated March 2007 and revised March 2021, and the Owner shall comply with the City's Private Approach By-law, being No. 2003-447, as amended.

**12. Noise Control Attenuation Measures**

The Owner acknowledges and agrees to implement the noise control attenuation measures recommended in the approved Klondike Road Block 10 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 (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) 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 Klondike Road Block 10 Noise Impact Assessment referenced in Schedule "E" hereto. The professional engineer shall prepare, sign and stamp a letter to the General Manager, Planning, Development and Building Services (the "Certification Letter") stating that they certify acoustical compliance with all requirements of the applicable conditions in this Agreement, to the satisfaction of the General Manager, Planning, Development and Building Services.

**13. Notice on Title – Noise Control Attenuation Measures**

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

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

**Type C – Forced Air Heating System and Ducting**

"The purchaser/lessee for themselves, their 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 themselves, their 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."

"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."

**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, 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.

**15. Remediation Report**

Upon completion of the remedial activities, the phase two ESA report shall be revised and resubmitted by a remediation report appended as per the requirements of the O. Reg. 153/04.

**16. Groundwater Management**

If groundwater is encountered during construction activity in proximity to Borehole 18-5 as outlined in the Phase 2 ESA, the Owner acknowledges and agrees to retain an environmental consultant to test groundwater to be removed from the site during and after redevelopment. If through further testing the groundwater samples are found to be contaminated, all contaminated groundwater must be removed, managed or treated in accordance with appropriate Ontario regulations and/or discharged in accordance with the City's Sewer Use By-Law, being By-law No. 2003-514, as amended.

**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, 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.

**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 Site Servicing and Stormwater Management Report, referenced in Schedule "E" herein. The Owner further acknowledges and agrees it shall assume all maintenance and replacement responsibilities in perpetuity. The Owner shall keep all records of inspection and maintenance in perpetuity, and shall provide said records to the City upon its request.

**19. 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.

**20. Site Lighting Certificate**

- (a) In addition to the requirements contained in Clause 19 of Schedule "C" hereto, the Owner acknowledges and agrees, prior to the issuance of a building permit, to provide the City with a certificate from an acceptable professional engineer, licensed in the Province of Ontario, which certificate shall state that the exterior site lighting has been designed to meet the following criteria:
  - (i) it must be designed using only fixtures that meet the criteria for full cut-off (sharp cut-off) classification, as recognized by the Illuminating Engineering Society of North America (IESNA or IES); and
  - (ii) it must result in minimal light spillage onto adjacent properties. As a guideline, 0.5 fc is normally the maximum allowable spillage.
- (b) The Owner acknowledges and agrees that, upon completion of the lighting Works and prior to the City releasing any associated securities, the Owner shall provide certification satisfactory to the General Manager, Planning, Development and Building Services, from a Professional Engineer, licensed in the Province of Ontario, that the site lighting has been constructed in accordance with the Owner's approved design plan.

**21. 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.

**22. Parks**

Parkland dedication requirements for the site have been satisfied through the conditions of development for subdivision application D07-16-19-0024.

**23. 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."

July 16, 2024

\_\_\_\_\_  
Date



\_\_\_\_\_  
Kersten Nitsche, MCIP RPP  
Acting Manager, Development Review  
West, 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:** D07-12-21-0109

### SITE LOCATION

Part of 1055 Klondike Road, and as shown on Document 1.

### SYNOPSIS OF APPLICATION

The property is located on the north side of Klondike Road between March Road and Sandhill Road. The site is currently vacant and is bounded by Shirley's Brook to the north and west. Immediately north of Shirley's Brook is a low-rise residential subdivision; to the west is a commercial plaza and a stormwater management pond; to the east is Brookshire Park, an elementary school, and a low-rise residential subdivision; and to the south is low-rise residential dwellings and institutional uses. There are two single-detached homes on the immediate east and west sides of the property along Klondike Road.

The applicant is proposing a four-storey low-rise apartment dwelling comprised of 53 dwelling units. Access to the site is being proposed from Klondike Road. The proposal includes a total of 75 vehicle and 35 bicycle parking spaces. 46 vehicle spaces will be provided underground with the remaining located above ground. Due to the irregular shape of the lot, the building is situated to take advantage of the natural feature along the Shirley's Brook watercourse.

The proposal is part of a concurrent draft approved plan of subdivision application (Block 10, on 4M-XXXX) which coordinated the overall servicing needs of the subdivision.

### Residential Units and Types

Dwelling Type	Number of Units
Apartment	53

### Related Applications

The following applications are related to this proposed development:

- Zoning By-law Amendment D02-02-19-0115 (Approved on August 31, 2022)
- Plan of Subdivision Application D07-16-19-0024 (Draft Approved on July 4, 2022, pending registration)

## **DECISION AND RATIONALE**

This application is approved for the following reasons:

- The proposal conforms to the applicable Official Plan policies. The site is located within the Suburban Transect, subject to the Neighbourhood designation with an Evolving Neighbourhood Overlay.
  - The Suburban Transect recognize a suburban pattern of built form and site design while supporting an evolution towards 15-minute neighbourhoods. The Neighbourhood designation permits low-rise residential intensification. The Evolving Neighbourhood Overlay provide built form direction where intensification is anticipated to occur. It is applied to sites in a location or at stage of evolution that create the opportunity to achieve an urban form in terms of use, density, built form and site design.
  - The proposed 53-unit low-rise apartment building promotes intensification through missing middle built form that is compatible with the surrounding land uses and conforms to the Official Plan directions.
- The proposal meets all the applicable Zoning By-law regulations.
- All the infrastructure and servicing needs have been planned as part of the concurrent plan of subdivision application.
- The proposal represents good planning.

## **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 Curry has concurred with the proposed conditions of approval.

### **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.

## **APPLICATION PROCESS TIMELINE STATUS**

This Site Plan application was not processed by the On Time Decision Date due to complexity associated with servicing requirements.

**Contact:** Stream Shen Tel: 613-580-2424, ext. 24488 or e-mail: [stream.shen@ottawa.ca](mailto:stream.shen@ottawa.ca)

## Document 1 – Location Map

Note : the site plan application is applicable to lands shown as Block 10, 4MXXXX only.



