



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

Site Location: 119 Ryan Reynolds/2900 Brain Coburn

File No.: D07-12-24-0087

Date of Application: August 14, 2024

This SITE PLAN CONTROL application submitted by Christopher Gibson, on behalf of Broadstreet Properties Ltd., is APPROVED as shown on the following plan(s):

1. **Site Plan**, drawing **A1.00** prepared by Abele Architecture dated October 25, 2024, Revision F dated October 25, 2024.
2. **General Services Plan**, drawing **123050 - GP** prepared by A.R. Mestwarp & G.J. MacDonald dated November 29, 2024, Revision 6 dated November 29, 2024
3. **General Grading Plan**, drawing **123050-GR** prepared by A.R. Mestwarp & G.J. MacDonald dated November 29, 2024, Revision 6 dated November 29, 2024
4. **Erosion and Sediment Control Plan**, drawing **123050-ESC** prepared by A.R. Mestwarp & G.J. MacDonald dated November 29, 2024, Revision 6 dated November 29, 2024
5. **Notes and Details**, drawing **123050-ND** prepared by A.R. Mestwarp & G.J. MacDonald dated November 29, 2024, Revision 6 dated November 29, 2024
6. **Landscape Plan**, drawing **L.1** prepared by Studio Red Landscape Architecture Ltd. dated November 28, 2024, Revision 8 dated November 28, 2024.
7. **Soil Volumes Plan**, drawing **L.2** prepared by Studio Red Landscape Architecture Ltd. Dated November 28, 2024, Revision 8 dated November 28, 2024
8. **Tree Conservation Plan & Plan**, drawing **L.3** prepared by Studio Red Landscape Architecture Ltd. dated November 28, 2024, Revision 8 dated November 28, 2024.
9. **40 Year Canopy Projection**, drawing **L.4** prepared by Studio Red Landscape Architecture Ltd. Dated November 28, 2024, Revision 8 dated November 28, 2024.
10. **Details**, drawing **L.5** prepared by Studio Red Landscape Architecture Ltd. Dated November 28, 2024, Revision 8 dated November 28, 2024.
11. **B/W Elevation**, drawing **A3.00 (A)** prepared by Abele Architecture dated August 6, 2024, Revision E dated August 6, 2024.
12. **Colour Elevation**, drawing **A3.01 (A)** prepared by Abele Architecture dated August 6, 2024, Revision E dated August 6, 2024.

And as detailed in the following report(s):

1. **Geotechnical Investigation**, prepared by Paterson Group, Report PG6526-1
Revision 1 dated March 22, 2023.
2. **Servicing and Stormwater Management Report**, prepared by Novatech, project
123050, Revision 2 dated August 9, 2024.
3. **Phase One Environmental Site Assessment**, prepared by Pinchin Ltd., project
325586, dated May 9, 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. **Lapsing of Approval**

The Owner shall enter into this Site Plan Control Agreement, including all standard and special conditions, financial and otherwise, as required by the City. In the event that the Owner fails to sign this Agreement, complete the conditions to be satisfied prior to the signing of this Agreement, and have the corresponding building permit(s) issued within three (3) years of Site Plan approval, the approval shall lapse.

2. **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, 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.

11. Permanent Encroachment Agreement

The Owner acknowledges and agrees to enter into a permanent Encroachment Agreement to permit the encroachment of the walkways to the sidewalk to be constructed within the City's Brian Coburn and Mel Bleue Road right-of-ways. The Owner shall, at its expense, provide a reference plan for registration, indicating the approved encroachments, and the Owner shall submit the draft reference plan to the City's Surveyor for review and approval prior to its deposit in the Land Registry Office. The Owner further acknowledges and agrees that the cost of preparation and registration of the Encroachment Agreement will be borne by the Owner.

Access

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.

ENGINEERING

Geotechnical Engineering and Soils

13. Geotechnical Investigation

The Owner acknowledges and agrees that it shall retain the services of a geotechnical engineer, licensed in the Province of Ontario, to ensure that the recommendations of the Geotechnical Investigation (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.

Civil Engineering

14. 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."

15. Protection of City Sewers

(a) Prior to the issuance of Commence Work Notification or building permit, the Owner shall, at its expense:

(i) obtain a video inspection of the existing City Sanitary Sewer System from existing City maintenance hole MHSA78418 to existing City maintenance hole MHSA78413, as well as the existing City Storm Sewer System from existing City maintenance hole MHST87925 to existing City maintenance hole MHST87920, prior to any construction to determine the condition of the existing City Sewer System prior to construction on the lands and to provide said video inspection to the General Manager, Planning, Development and Building Services.

- (b) Upon completion of construction on the lands, the Owner shall, at its expense and to the satisfaction of the General Manager, Planning, Development and Building Services:
 - (i) obtain a video inspection of the existing City Sanitary Sewer System from existing City maintenance hole MHSA78418 to existing City maintenance hole MHSA78413, as well as the existing City Storm Sewer System from existing City maintenance hole MHST87925 to existing City maintenance hole MHST87920 to determine if the City Sewer System sustained any damages as a result of construction on the lands; and
 - (ii) assume all liability for any damages caused to the City Sewer Systems and compensate the City for the full amount of any required repairs to the City Sewer Systems.

16. **Stormwater Management Memorandum**

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

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 roof-top and in-ground stormwater inlet control devices, as recommended in the approved Servicing and SWM 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.

Private Systems

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, Development and Building Services.

Site Alterations

21. Vibration Monitoring

The Owner agrees and acknowledges that prior to commencing site alteration or construction that vibration monitoring shall be undertaken by a Professional Engineer licensed in the province of Ontario. Vibration levels shall not exceed those determined by the City and Province to cause damage to adjacent buildings and structures. The Owner may consider offering pre-construction surveys to adjacent/abutting properties, to validate damage claims or indemnify and save harmless. The Owner agrees to maintain vibration monitoring records during construction, which shall be made available to the General Manager, Planning, Real Estate and Economic Development upon request. The Owner agrees and acknowledges that the City shall be indemnified from any damage claims resulting from construction activities.

Site Lighting

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, 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.

PLANNING AND OTHER

23. 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 Mer Bleue Road and Brian Coburn Boulevard rights-of-way, as shown on the approved Landscape Plan referenced in Schedule “E” herein, including all walkways. The Maintenance and Liability Agreement shall be registered on title, at the Owner’s expense, immediately after the registration of this Agreement. The Owner shall assume all maintenance and replacement responsibilities in perpetuity.

Waste Collections

24. 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. It is expressly acknowledged that this service may be amended or

discontinued at the City's sole discretion, if in the City's opinion, access is not appropriate or due to policy/process changes within the operating department.

Community Benefits Charge

25. Community Benefits Charge

The Owner acknowledges that the development is subject to payment of a Community Benefits Charge 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.

For the purposes of calculating the charge payable, the City will provide a property valuation which has an effective date of the date of the site plan approval. An estimate of the Community Benefits Charge will further be provided based on that valuation and the currently proposed area subject to development or redevelopment. The Owner acknowledges that the City will collect this 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.

School

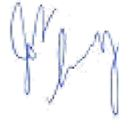
26. Notice on Title – School Accommodation

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."



February 20, 2025

Date

John Sevigny
Manager, Development Review East,
Planning, Real Estate and Economic
Development Department

Enclosure: Site Plan Control Application approval – Supporting Information

SITE PLAN CONTROL APPROVAL APPLICATION SUPPORTING INFORMATION

File Number: D07-12-24-0087

SITE LOCATION

119 Ryan Reynolds(2900 Brian Coburn), and as shown on Document 1.

SYNOPSIS OF APPLICATION

The subject site is an undeveloped, rectangular-shaped property located on the southeast corner of the intersection of Brian Colburn Boulevard and Mer Bleue Road. The site has a total area of 6,799 square metres, with frontage on both Brian Colburn Bouvelard and Mer Bleue Road.

The area surrounding the site is characterized by a mixture of uses. To the north of the subject site is The Aline-Chrétien Health Hub, a regional health centre. The Future Mer Bleue Bus Rapid Transit (BRT) Station is planned to be on the north side of the Health Hub. The lands to the west and north of the Health Hub are vacant development lands that will be developed as an urban hub, centered on the transit station. To the south of the site there is a subdivision consisting to townhouses and back-to-back townhouses now under construction. To the east and south there are existing residential subdivisions with at mix of unit types. On the west side of Mer Bleue, south of Brian Colburn is more vacant land planned to be a mix of commercial and residential uses.

The application is to construct a six-storey mixed-use building, comprising 121 residential units with 375 m2 of commercial space on the ground floor. There is a single level of underground parking 122 spaces and another 33 spaces on the surface. 66 bicycle parking spaces are provided on the surface and in the parking garage below grade. The commercial space is located on the west end of the building facing the Brian Colburn and Mer Bleue intersection with access to the apartments from the garage and parking area behind the building. Refuse storage is located in the southwest corner of the site next to the parking area. 592 square metres of amenity space is provided on the grounds, and consists of a dog run, pergola sitting area and communal gardens in addition to some lawn space.

Residential Units and Types

Dwelling Type	Number of Units
Apartment	121

Related Applications

110 Laurier Avenue West, Ottawa ON K1P 1J1

Mail code: 01-14

110, av. Laurier Ouest, Ottawa (Ontario) K1P 1J1

Courrier interne : 01-14

Visit us: Ottawa.ca/planning

Visitez-nous : Ottawa.ca/urbanisme

The following applications are related to this proposed development:

- Zoning By-law Amendment – D02-02-21-0002
- Plan of Subdivision – D07-16-21-0001

DECISION AND RATIONALE

This application is approved for the following reasons:

- The proposed building is consistent with the policies related to the Corridor – Minor designation in the Official Plan.
- The proposal was designed to conform with the GM15[2156] zone in the Consolidated Zoning By-law 2008-250 as approved on April 28, 2022.
- This project consists of a six storey mixed-use building which meets the Urban Design Guidelines for Development along Arterial Mainstreets.
- The site is to be developed on full municipal services. Building locations, landscaping and public realm reflect good site plan design principles.

PARKLAND DEDICATION

Parkland dedication, was taken for this site during the approval of the Subdivision in accordance with By-law 2022-280, and is not applicable to this development.

CONSULTATION DETAILS

Councillor's Comments

Councillor Catherine Kitts was aware of the application related to this report.

Councillor Catherine Kitts indicated the following comments:

The Councillor would prefer that there would be more commercial activity on this site. The site was rezoned to require that this building be mixed-use. The zoning did not require a specific amount of floor space to be allocated to commercial/office uses. The applicant has provide 375 square metres of space on the ground floor facing the intersection of Mer Bleue and Brian Coburn Blvd.

Public Comments

This application was subject to public circulation under the Public Notification and Consultation Policy. There was no public comment received online.

Technical Agency/Public Body Comments

Summary of Comments –Technical

N/A

Advisory Committee Comments

Summary of Comments – Advisory Committees

N/A

APPLICATION PROCESS TIMELINE STATUS

This Site Plan application was processed by the On Time Decision Date.

Contact: Steve Belan Tel: 613-580-2424, ext. 27591 or e-mail: Steve.Belan@ottawa.ca

Document 1 – Location Map

