



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

Site Location: 425 Culdaff Road

File No.: D07-12-24-0140

Date of Application: November 1, 2024

This SITE PLAN CONTROL application submitted by Brad McGregor, Broadstreet Properties Limited, on behalf of Broadstreet Properties Limited, is APPROVED upon resolution of the conditions stated in this report

And the following plans are approved:

1. **Site Plan**, A1.00, prepared by Abele Architecture, dated August 14, 2025, revision D dated AUG 14, 2025.
2. **Surface & Underground Parking Plan**, A1.01, prepared by Abele Architecture, dated August 14, 2025, revision D dated AUG 14, 2025.
3. **Bike Parking & Storage**, A1.02, prepared by Abele Architecture, dated August 14, 2025, revision D dated AUG 14, 2025.
4. **Fire + Emergency Access Plan**, A1.03, prepared by Abele Architecture, dated August 14, 2025, revision D dated AUG 14, 2025.
5. **Waste + Recycling Plan**, A1.04, prepared by Abele Architecture, August 14, 2025, revision D dated AUG 14, 2025.
6. **Elevation – Colour**, A3.00, prepared by Abele Architecture, dated August 14, 2025, revision D dated AUG 14, 2025.
7. **Elevation – Colour**, A3.01, prepared by Abele Architecture, dated August 14, 2025, revision D dated AUG 14, 2025.
8. **Landscape Plan**, L.1, prepared by Studio Red Landscape Architecture, dated 2025-09-26, revision 7 dated 2025-09-26.
9. **Soil Volumes Plan**, L.2, prepared by Studio Red Landscape Architecture, dated 2025-09-26, revision 7 dated 2025-09-26.

10. **40–Year Canopy Projection Plan**, L.3, prepared by Studio Red Landscape Architecture, dated 2025-09-26, revision 7 dated 2025-09-26.
11. **Planting Bed Details**, L.4, prepared by Studio Red Landscape Architecture, dated 2025-09-26, revision 7 dated 2025-09-26.
12. **Details and Plant List**, L.5, prepared by Studio Red Landscape Architecture, dated 2025-09-26, revision 7 dated 2025-09-26.
13. **Notes and Details**, 123194-ND, prepared by Novatech, revision 3 dated JUNE 10/2025.
14. **Erosion and Sediment Control Plan**, 123194-ESC, prepared by Novatech, revision 3 dated JUNE 10/2025.
15. **General Plan of Services**, 123194-GP, prepared by Novatech, revision 3 dated JUNE 10/2025.
16. **Grading Plan**, 123194-GR, prepared by Novatech, revision 3 dated JUNE 10/2025.

And as detailed in the following reports:

1. **Pedestrian Level Wind Study**, prepared by Gradient Wind, dated July 31, 2024.
2. **Proposed Residential Development 2765 Palladium Drive, Ottawa, Transportation Impact Assessment**, prepared by Novatech, dated October 2024.
3. **Palladium Terrace, 425 Culdaff Road, Servicing and Stormwater Management Report**, prepared by Novatech, dated October/17/2024, revised February 28, 2025.
4. **Reference:425 Culdaff Road, Response to Completeness Feedback Form, City File Nos.: D07-12-24-0140 Novatech, File No.: 123194**, prepared by Novatech, dated February 28, 2025.
5. **Geotechnical Investigation, Proposed Residential Development, 425 Culdaff Road Ottawa, Ontario**, prepared by Paterson Group, revision 1 dated February 6, 2025.
6. **425 Culdaff Road, Ottawa, Noise Impact Feasibility Report**, prepared by Novatech, dated October 17, 2024, revised February 28, 2025.
7. **Phase One Environmental Site Assessment, 425 Culdaff Road Ottawa, Ontario**, prepared by Pinchin, dated February 22, 2024.

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

Requirements

1. The Owner shall submit a certificate of insurance in a form satisfactory to the City.

The certificate of insurance must be issued in favor of the City of Ottawa in an amount not less than five million dollars per occurrence, must contain an endorsement naming the City as an additional insured and an unconditional thirty days notice of any material change or cancellation of the policy.

General Conditions

1. Execution of Letter of Undertaking

The Owner shall execute the City's standard Letter of Undertaking and satisfy the conditions contained within this Site Plan Approval Report. In the event the Owner fails to execute the required Letter of Undertaking, submit any required fees and/or securities within three (3) years, and attain permits, this 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.

10. **Permits**

The Owner shall obtain such permits as may be required from municipal or provincial authorities and shall file copies thereof with the General Manager, Planning, Development and Building Services.

11. **Works on City Road Allowances**

Any Works required to be done by the Owner on City road allowances shall be according to the specifications and by-laws of the City. The Owner, or its contractor, shall be required to obtain all the necessary permits for road cuts prior to the disruption of the City road allowance and it is further understood and agreed that the aforementioned cuts shall be reinstated to the satisfaction of the Director, Infrastructure Services.

12. **Testing**

The Owner may be required by the City to perform qualitative and quantitative testing, at the Owner's expense, of any materials which have been or are proposed to be used in the construction of any of the Works required by this Agreement to determine whether they are in conformity with applicable standards as determined by the General Manager, Planning, Development and Building Services.

13. **Provision of As-Built Drawings**

The Owner shall supply to the General Manager, Planning, Development and Building Services, one set of mylar or plastic film as-constructed road, grading and service drawings including the location of all Works, certified under seal by a Professional Engineer, licensed in the Province of Ontario, for City records upon Acceptance and Approval of the Works. Furthermore, the Owner shall provide the As-built Drawings and the attribute data for the Works in a form that is compatible with the City's computerized systems.

Special Conditions

14. **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.

15. **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 "Typical In-Boulevard Cycle Track and Sidewalk at Commercial Entrance – Uncontrolled Intersection" Plan, Drawing No. SC37.1, dated March 2023, and the Owner shall comply with the City's Private Approach By-law, being No. 2003-447, as amended.

16. **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.

17. **Noise Control Attenuation Measures**

The Owner acknowledges and agrees to implement the noise control attenuation measures recommended in the approved Noise Impact Feasibility Report as follows:

- (a) 73 units (listed below) which are facing or partially facing Derreen Avenue or Highway 417 are to be fitted with a forced air heating system and ducting and shall be sized to accommodate central air conditioning.

First Floor: Units 102,120, 122, 124, 126, 128, 129, and 130

Second Floor: Units 202, 220, 222, 224, 226, 228, 229, and 230.

Third Floor: Units 302, 304, 320, 322, 324, 326, 328, 329, and 330.

Fourth Floor: Units 401, 402,404, 406, 407, 416, 418, 420, 422, 424, 426, 428, 429, and 430.

Fifth Floor: Units 501, 502,504,506, 507, 512, 514, 516, 518, 520, 522, 524, 526, 528, 529, and 530.

Sixth Floor: Units 601, 602, 604, 606, 607, 608, 610, 612, 614, 616, 618, 620, 622, 624, 626, 628, 629, and 630.

- (b) further to subsection (a) above, the location and installation of any outdoor air conditioning device(s) shall comply with the noise criteria of the Ministry of the Environment, Conservation and Parks' Publication NPC-216, dated 1993, and the Environmental Noise Guidelines for Installation of Residential Air Conditioning Devices, dated September 1994, as amended, in order to minimize the noise impacts both on and off the immediate vicinity of the subject lands.
- (c) 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 approved Noise Impact Feasibility Report. 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 Site Plan Approval, to the satisfaction of the General Manager, Planning, Development and Building Services.

18. **Notice – Noise Control Attenuation Measures**

The Owner acknowledges and agrees that notice, as per 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 shall include, but not be limited to, the following:

Type C – Forced Air Heating System and Ducting (Units 102,120, 122, 124, 126, 128, 129, 130, 202, 220, 222, 224, 226, 228, 229, and 230, 302, 304, 320, 322, 324, 326, 328, 329, 330, 401, 402,404, 406, 407, 416, 418, 420, 422, 424, 426,

428, 429, 430, 501, 502, 504, 506, 507, 512, 514, 516, 518, 520, 522, 524, 526, 528, 529, 530, 601, 602, 604, 606, 607, 608, 610, 612, 614, 616, 618, 620, 622, 624, 626, 628, 629, and 630)

“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.”

19. **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”) 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.

20. **Groundwater Management**

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. 2025-94, as amended.

21. **Protection of City Sewers**

- (a) Prior to the issuance of a Building Permit, the Owner shall, at its expense:
 - (i) provide the General Manager, Planning, Development and Building Services with the engineering report from a Professional Engineer,

licensed in the Province of Ontario, which report shall outline the impact of the proposed building's footing and foundation walls, on the City sewer system, that crosses the Culdaff Road and Derreen Avenue frontages (the "City Sewer System") and the impact of the existing City Sewer System on the building's footing and foundation walls;

- (ii) obtain a legal survey acceptable to the General Manager, Planning, Development and Building Services and the City's Surveyor, showing the existing City Sewer System within Culdaff Road and Derreen Avenue and the location of the proposed building and its footings in relation to the City Sewer System;
 - (iii) obtain a video inspection of the City Sewer System within Culdaff Road and Derreen Avenue 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 Sewer System within Culdaff Road and Derreen Avenue to determine if the City Sewer System sustained any damages as a result of construction on the lands; and
 - (ii) assume all liability for any damages caused to the City Sewer System within Culdaff Road and Derreen Avenue and compensate the City for the full amount of any required repairs to the City Sewer System.

22. **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. 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.

23. **Inlet Control Devices (ICDs)**

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

24. **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.

25. **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.

26. **Leak Survey**

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

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

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

27. **Use of Explosives and Pre-Blast Survey**

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

28. **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.

29. **Stormwater Retention**

The Owner acknowledges and agrees that it shall retain the services of a geotechnical engineer, licensed in the Province of Ontario, to confirm that the 5mm stormwater retention requirement as per the Feedmill Creek Stormwater

Management Criteria Study (March 2018) and referenced in the approved Servicing and Stormwater Management Report can be achieved through the proposed exfiltration trenches and stormtech chambers. The Owner shall provide confirmation that the geotechnical engineer has inspected the groundwater elevations and infiltration rates for the subbase soils of the exfiltration trenches and stormtech chambers and that all results are in accordance with the approved Servicing and Stormwater Management Report to the satisfaction of the General Manager, Planning, Development and Building Services.

30. **Encroachments**

Prior to issuance of a Building Permit or Commence Work Notification, the Owner acknowledges and agrees to obtain written approval from the adjacent property owner for any grading works that may encroach onto the adjacent properties. The Owner further acknowledges and agrees to file copies of such approvals with the General Manager, Planning, Development and Building Services.

31. **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.

32. **Parkland Dedication**

- (a) The Owner covenants and agrees that the conveyance requirement has been calculated at the rate set out below in accordance with the Parkland Dedication By-law, being By-law No. 2022-280, as amended:
 - (i) For cash-in-lieu of conveyance of parkland (residential > 18 units/net ha):
 - i. one hectare per 1,000 net residential units but shall not exceed a maximum of 10% of the gross land area where less than or equal to five hectares. In the amount of 972.8 sq meters of CIL owing.
 - (ii) For conveyance of parkland, cash-in-lieu of conveyance parkland, or combination thereof:
 - ii. 2% of the gross land area (commercial & industrial uses). Which was paid at the time of subdivision.

Conveyance Requirement Table:

Proposed Use	Units	Gross land area (m ²)	Parkland Dedication Rate	Parkland Dedication (m ²)
Residential	177	9,728.16	1ha/1000 dwelling units	1770
Commercial parkland dedication collected at time of subdivision D07-16-16-001 block 242, 4M 1687		9,728.16	2%	194.6 (Subtract from amount owing as this was paid previously)
				1575.4
			10 % cap on gross land area applied	972.8 (CIL owing)

33. **Cash-In-Lieu of Conveyance of Parkland**

Prior to issuance of a Building Permit or Commence Work Notification, the Owner acknowledges and agrees to pay cash-in-lieu of conveyance of parkland as referenced in Schedule “B” herein. Pursuant to the City’s Parkland Dedication By-law, being By-law No. 2022-280, as amended, 100% of Cash in lieu of parkland shall be directed to the City-wide fund for the purchase of the Kanata West District Park. The Owner shall also pay the parkland appraisal fee of \$850.00 plus H.S.T. of \$110.50, as referenced in Schedule “B” herein.

34. **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.

35. **Bell Canada**

The Owner agrees that should any conflict arise with existing Bell Canada facilities where a current and valid easement exists within the subject area, the Owner shall be responsible for the relocation of any such facilities or easements at their own cost. It shall be noted that it is the responsibility of the Owner to provide entrance/service duct(s) from Bell Canada's existing network infrastructure to service this development. In the event that no such network infrastructure exists, in accordance with the Bell Canada Act, the Owner may be required to pay for the extension of such network infrastructure. If the Owner elects not to pay for the above noted connection, Bell Canada may decide not to provide service to this development

36. **Kanata West Owners Group**

Prior to issuance of a Building Permit or Commence Work Notification, the Owner agrees to provide the City with a clearance letter from the trustee of the Kanata West Owners Group Inc., confirming that the Owner is party to the Kanata West Owners Group and that Cost Sharing Agreements (if applicable) and all of the obligations, financial and otherwise, of the landowner(s) of this site plan have been fulfilled pursuant to the Landowners Agreement.

October 2, 2025

Date



Kersten Nitsche
Manager (A), Development Review
West, Planning, Development and
Building Services Department

Enclosure: Site Plan Control Application approval – Supporting Information

SITE PLAN CONTROL APPROVAL APPLICATION SUPPORTING INFORMATION

File Number: D07-12-24-0140

SITE LOCATION

425 Culdaff Road, and as shown on Document 1.

SYNOPSIS OF APPLICATION

The subject site is a vacant, rectangular parcel with an area of 0.973 hectares. It is located at the northwest corner of the intersection of Derreen Avenue and Culdaff Road, approximately 150 metres west of Palladium Drive. Surrounding uses include developing low-rise residential neighbourhoods to the south; future development lands to the north and south along Palladium Drive, Culdaff Road, and Derreen Avenue. Further north of the site is Highway 417, and further northeast are existing commercial and business park uses.

The proposed development includes a six-storey, U-shaped apartment building with 177 dwelling units, including a mix of studio, one-bedroom, two-bedroom, and three-bedroom units. A total of 212 vehicular parking spaces are provided, including 177 residential parking spaces and 35 visitor parking spaces; vehicular parking spaces are located in both underground parking garage and in an at-grade surface parking lot. A total of 108 bicycle parking spaces are also provided. The site is accessed via a driveway along Derreen Avenue.

Residential Units and Types

Dwelling Type	Number of Units
Apartment	177

Related Applications

The following applications are related to this proposed development:

- Minor Variance - D08-02-24/A-00303: The Committee of Adjustment approved a minor variance for a reduced parking space rate for resident parking of 1 space per dwelling unit, whereas the Zoning By-law required 1.2 spaces per dwelling unit.

DECISION AND RATIONALE

This application is approved for the following reasons:

- Staff acknowledge that the proposed development does not conform to the policies of the Mixed Industrial designation restricting residential land uses. However, the proposed residential land uses are permitted as-of-right under the current zoning on the site.
- The proposal complies with all applicable zoning provisions, including those specific to the GM[2654] (General Mixed-Use Zone, Urban Exception 2654) zoning.
- The Committee of Adjustment approved a minor variance (File No. D08-02-24/A-00303) for a reduced parking space rate for resident parking of 1 space per dwelling unit. All opportunities have been exhausted, and the decision is now final and binding.
- All technical issues have been resolved to the satisfaction of the City, through the approved drawings or inclusion of conditions.
- The proposed site design represents good planning.

PARKLAND DEDICATION

Parkland dedication, in accordance with By-law 2022-280, is being satisfied within this approval through the taking of cash-in-lieu of parkland as detailed in the above conditions.

CONSULTATION DETAILS

Councillor's Comments

Councillor Glen Gower indicated the following comments:

1. Can you clarify the parking provided. The application summary says, "A total of 212 vehicular parking spaces are provided, including 117 residential parking spaces and 35 visitor parking spaces." That does not add up.
2. Request for less surface parking and more underground parking. There is a lot of asphalt on this site.
3. Bike parking should be locked / secure and weather-protected including winter.
4. Disappointing to see no commercial / retail space provided in the plan.
5. This location is isolated from the community with limited access for pedestrians, cyclists, and transit. Some local retail space would help mitigate the lack of connectivity to existing community services.
6. Staff should push for provision of car sharing for residents and the nearby neighbourhood

Response to Councillor Comments

1. It appears there was a typo in the application summary – the proposed parking includes 177 residential parking spaces and 35 visitor spaces for a total of 212 spaces. Application summary was corrected and reuploaded to the City's Development Application Search Tool.
2. The proposed surface parking lot configuration complies with the applicable zoning provisions related to landscaped buffers around the perimeter of the parking lot and additional interior landscaping within the parking lot.
3. Secure and weather protected bicycle parking is provided within the underground parking garage.
4. Acknowledged. There are no minimum commercial / retail requirements in the applicable zoning.
5. Acknowledged. There are no minimum commercial / retail requirements in the applicable zoning.
6. There are currently no requirements for the provision of car sharing spaces in the Zoning By-law. However, the applicant has indicated that they are actively considering the addition of dedicated car-sharing spaces for the development and have engaged in discussions with local car sharing providers to explore potential partnerships.

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.

Technical Agency/Public Body Comments

Bell Canada

Comments from Bell Canada have been provided to the applicant, which are to be addressed directly with Bell Canada. A condition has also been included in the approval to address Bell Canada service requirements and easements.

TELUS Communications

Comments from TELUS Communications indicated that there were no conflicts with existing TELUS infrastructure.

Enbridge Gas Inc.

Comments from Enbridge Gas Inc. have been provided to the applicant, which are to be addressed directly with Enbridge Gas Inc.

Ottawa-Carleton District School Board

Comments from Ottawa-Carleton District School Board (OCDSB) have been provided to the applicant. A condition has been included in the approval requiring a notice on title related to school accommodation pressures in the schools designated to serve the development.

Hydro One Networks (Local Distribution)

Comments from Hydro One Networks have been provided to the applicant, which are to be addressed directly with the Hydro One Networks.

Mississippi Valley Conservation Authority

Comments from the Mississippi Valley Conservation Authority (MVCA) have been provided to the applicant. The MVCA indicated that they have no concerns with the development from a natural hazard perspective.

Canada Post

Comments from Canada Post have been provided to the applicant, which are to be addressed directly with Canada Post.

Ministry of Transportation

Comments from the Ministry of Transportation (MTO) were provided to the application. The MTO indicated that the site is not within the permit control zone and no additional action as needed.

Kanata West Owners Group

Comments from the Kanata West Owners Group (KWOOG) have been provided to the Owner. A condition has been included in the approval requiring that the applicant provide the City with a clearance letter from the trustee of KWOOG confirming that the Owner is party to KWOOG and that all cost sharing obligations have been fulfilled prior to the registration of the Site Plan Agreement.

Advisory Committee Comments

N/A

APPLICATION PROCESS TIMELINE STATUS

This Site Plan application was not processed by the On Time Decision Date, due to the complexity of issues associated with site design.

Contact: Colette Gorni Tel: 613-580-2424, ext. 21239 or e-mail: Colette.Gorni@ottawa.ca

Document 1 – Location Map

