



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

Site Location: 3479 & 3459 St. Joseph Boulevard

File No.: D07-12-24-0069

Date of Application: July 24, 2024

This SITE PLAN CONTROL application submitted by Tyler Yakichuk, on behalf of Fotenn Planning and Design, is APPROVED upon resolution of the conditions stated in this report

And the following plans are approved:

1. **Site Plan**, A-100, prepared by Lemay Michaud, dated 2020-05-10, revision 15 dated 2025-05-07
2. **General Plan of Services**, 113020-GP-1, prepared by Novatech, Version 3, dated 9 May 2025;
3. **General Plan of Services**, 113020-GP-2, prepared by Novatech, Version 3, dated 9 May 2025;
4. **Grading and Erosion & Sediment Control Plan**, 113020-GR-1, prepared by Novatech, Version 3, dated 9 May 2025;
5. **Grading and Erosion & Sediment Control Plan**, 113020-GR-2, prepared by Novatech, Version 3, dated 9 May 2025;
6. **Predevelopment Storm Drainage & Post-Development Stormwater Management Plan**, 113020-SWM, prepared by Novatech, Version 3, dated 9 May 2025;
7. **Plan & Profile Highway Access Road (174 On-Ramp)**, 113020-PR1, prepared by Novatech, Version 2, dated 9 May 2025;
8. **Plan & Profile West Access**, prepared by Novatech, 113020-PR2, Version 2, dated 9 May 2025;
9. **Functional Design**, prepared by Novatech, 113020-FD, Version 2, dated November 2024;
10. **Landscape Plan**, 113020-L1, prepared by Novatech, Version 5, dated 9 May 2025;
11. **Landscape Plan**, 113020-L2, prepared by Novatech, Version 5, dated 9 May 2025;
12. **Details**, 113020-LD, prepared by Novatech, Version 5, dated 9 May 2025;
13. **Tree Conservation Plan**, 113020-TCR1, prepared by Novatech, Version 2, dated 24 December 2024;

14. **Tree Conservation Plan**, 113020-TCR2, prepared by Novatech, Version 2, dated 24 December 2024

And as detailed in the following report(s):

1. **RMA-2025-TPD-035**
2. **Environmental Impact Study Update 3479 St. Joseph Boulevard**, Orleans, Ottawa, prepared by Kilgour & Associates, dated 28 January 2025;
3. **3459 & 3479 St. Joseph Boulevard Transportation Impact Assessment**, prepared by Novatech, dated July 2024, revised December 2024;
4. **Phase I Environmental Site Assessment Update**, prepared by Paterson Group, dated 17 November 2021;
5. **Phase II Environmental Site Assessment Update**, prepared by Paterson Group, dated 17 November 2021;
6. **Geotechnical Investigation**, prepared by Paterson Group, dated 20 May 2024;
7. **Landslide hazards affecting 3459 and 3479 St. Joseph Boulevard**, prepared by BGC Engineering Inc., dated 20 September 2022.

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 and/or Letter of Undertaking, 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/or Letter of Undertaking, 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, Development and Building Services Department, 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 Department, 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 Department, 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 Department.

11. Road Modifications

The Owner agrees to complete all road modifications required to accommodate this development, as identified in the road modification approval report RMA-2025-TPD-035 referenced in Schedule "E" hereto, and further acknowledges and agrees that it is responsible for all costs associated with the public roadway modifications.

12. 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.

13. Street Light Design

- The Owner acknowledge that a Street Light Design is required for the proposed entrance on to Hwy 174 EB on ramp and that the project must provide funding to upgrade all street lighting infrastructure (including new duct and wire) to meet all new Street Lighting requirements as set out in Council approved right-of-way lighting policy. The Owner is 100% responsible for all costs of any required

streetlight plant alterations and/or repairs. Alterations and/or repairs are required where the existing streetlight plant is directly or indirectly, adversely affected by the scope of work under this circulation. All street light plant alterations and/or repairs must be performed by the city's street light maintenance contractor.

14. Noise Control Attenuation Measures

The owner covenants and agrees that it shall retain the services of a professional engineer licensed in the Province of Ontario to ensure that the recommendations of the Transportation Noise & Vibration Assessment, prepared by Gradient Wind, dated February 2022 and the Addendum Letter, prepared by Gradient Wind, dated April 2022, 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 professional engineer that the Owner has complied with all recommendations and provisions of the Transportation Noise & Vibration Assessment, prepared by Gradient Wind, dated February 2022 and the Addendum Letter, prepared by Gradient Wind, dated April 2022, prior to building occupancy, which confirmation shall be to the satisfaction of the General Manager, Planning, Development and Building Services.

The Owner acknowledges and agrees to implement the noise control attenuation measures recommended in the approved Transportation Noise & Vibration Assessment, prepared by Gradient Wind, dated February 2022 and the Addendum Letter, prepared by Gradient Wind, dated April 2022, 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 Transportation Noise & Vibration Assessment, prepared by Gradient Wind, dated February 2022 and the Addendum Letter, prepared by Gradient Wind, dated April 2022 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:

Type A – Increasing Roadway Traffic

"The purchaser/lessee for themselves, their heirs, executors, administrators, successors and assigns, acknowledges being advised that noise levels due to 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."

Type D – Central Air Conditioning

"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."

Ending Paragraph

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

16. Vibration

The Owner hereby acknowledges and agrees:

The proximity of the proposed development of the lands described in Schedule "A" hereto (the "Lands") to the City's existing and future transit operations, may result in noise, vibration, electromagnetic interferences, stray current transmissions, smoke and particulate matter (collectively referred to as "Interferences") to the development;

It has been advised by the City to apply reasonable attenuation measures with respect to the level of the Interferences on and within the Lands and the proposed development; and

The Owner acknowledges and agrees all agreements of purchase and sale and lease agreements, and all information on all plans and documents used for marketing purposes, for the whole or any part of the subject lands, shall contain the following clauses which shall also be incorporated in all transfer/deeds and leases from the Owner so that the clauses shall be covenants running with the lands for the benefit of the owner of the adjacent road:

'The Transferee/Lessee for himself, his heirs, executors, administrators, successors and assigns acknowledges being advised that a public transit light-rail rapid transit system (LRT) is proposed to be located in proximity to the subject lands, and the construction, operation and maintenance of the LRT may result in environmental impacts including, but not limited to noise, vibration, electromagnetic interferences, stray current transmissions, smoke and particulate matter (collectively referred to as the Interferences) to the subject lands. The Transferee/Lessee acknowledges and agrees that despite the inclusion of noise control features within the subject lands, Interferences may continue to be of concern, occasionally interfering with some activities of the occupants on the subject lands.

The Transferee covenants with the Transferor and the Lessee covenants with the Lessor that the above clauses verbatim shall be included in all subsequent lease agreements, agreements of purchase and sale and deeds conveying the lands described herein, which covenants shall run with the lands and are for the benefit of the owner of the adjacent road.'

17. 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.

18. Noise and Vibration

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."

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 St. Joseph 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 St. Joseph 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 St. Joseph and compensate the City for the full amount of any required repairs to the City Sewer System.

20. 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.

21. 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.

22. Inlet Control Devices (ICDs)

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

23. Water Demand for Fire Fighting

The Owner acknowledges and agrees that the City’s boundary conditions were provided for the subject development site setting out the available Select One water supply. The Owner further acknowledges and agrees that prior to building permit issuance, a letter shall be prepared by a qualified Building Code professional, licensed in the Province of Ontario, and provided to the General Manager, Planning, Development and Building Services confirming the plans submitted for building permit issuance have incorporated any and all requirements of the Fire Underwriters Survey, 2020, or as amended, to achieve the low construction coefficient used within the proposed building design.

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) 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. 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.

27. 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 St-Joseph Boulevard and Highway 174 on-ramp rights-of-way, as shown on the approved Site Plan referenced in Schedule "E" herein, including all plant and landscaping material (except municipal trees), walks connecting the site to the municipal sidewalks. 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.

28. 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.

29. Parkland Dedication

The Owner acknowledges and agrees that the conveyance requirement to the City is 1,780.631 square metres.

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:

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.

30. Cash-In-Lieu of Conveyance of Parkland

Prior to registration of the Site Plan Agreement, 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, 40% of said funds collected shall be directed to City wide funds, and 60% shall be directed to Ward 1 funds. 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.

31. Notice on Title – Parkland

- (i) 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:
- (ii) 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:

- (iii) “The purchaser/lessee for themselves, their 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.”
- (iv) “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.”

32. Street Name and Signs

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

The Owner acknowledges and agrees it shall provide for, install and maintain, at its own expense, all temporary street name signs, in accordance with the City’s Municipal Addressing By-law 2014-78, as amended, for any private road within the area controlled by this Agreement and the approved Site Plan, referenced in Schedule “E” herein.

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

33. 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.

34. Corner Sight Triangle

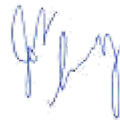
35. Prior to registration of this Agreement, the Owner acknowledges and agrees to convey to the City, at no cost to the City, two overlapping unencumbered corner sight triangles measuring 5 metres x 15 metres at the intersection of St. Joseph Boulevard and Highway 174 Eastbound On-Ramp. The exact location and area of the corner sight triangle must be determined by legal survey. The Owner shall provide a reference plan for registration, indicating the corner sight triangle, to the City Surveyor for review prior to its deposit in the Land Registry Office. Such reference plan must be tied to the Horizontal Control Network in accordance with the municipal requirements and guidelines for referencing legal surveys. The Owner acknowledges and agrees to provide an electronic copy of the Transfer and a copy of the deposited reference plan to the City Solicitor prior to the execution of this Agreement by the City. All costs shall be borne by the Owner.

36. Rideau Valley Conservation Authority

The Owner acknowledges and agrees to obtain any required approvals and/or permits from the Rideau Valley Conservation Authority prior to the commencement of site works. The Owner acknowledges and agrees to file copies of such approvals and/or permits with the General Manager, Planning, Development and Building Services.

May 5, 2026

Date



John Sevigny
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

File Number: D07-12-24-0069

SITE LOCATION

3459 & 3479 St. Joseph Boulevard, and as shown on Document 1.

SYNOPSIS OF APPLICATION

The subject parcels are generally rectangular in shape, with 3459 St. Joseph Boulevard comprising the larger portion of the site. They are currently vacant with the exception of a detached residential dwelling located at the southeast corner. The surrounding area primarily consists of low-rise residential dwellings, including- mobile homes and detached dwellings.

The site is located on the northwest side of the intersection of St. Joseph Boulevard and the westbound on-ramp to Regional Road 174 in the City of Ottawa. The surrounding area is bounded by Regional Road 174 to the north, the westbound on-ramp to the west, St. Joseph Boulevard to the south, and a residential mobile home neighbourhood to the east.

The proposed development consists of four six-storey residential apartment buildings containing a total of 326 dwelling units. The unit mix includes 172 one-bedroom units and 154 two-bedroom units. The development will provide approximately 2,000 square metres of amenity space, including private balconies, outdoor amenity areas, and an indoor common area. Both underground and at-grade parking will be provided.

Access to the underground parking garage will be provided via the main driveway entrance from St. Joseph Boulevard. The underground garage, accessed internally from the buildings, will accommodate a total of 440 resident parking spaces, while 65 parking spaces at grade. In addition, 86 bicycle parking spaces will be provided in the basement, with 80 bicycle parking spaces located at grade.

The proposed buildings are clad primarily in metal panel, steel, and brick. The façades feature a predominantly dark grey and black colour palette, with window openings and wood-finish elements incorporated at the balconies.

Residential Units and Types

Dwelling Type	Number of Units
Apartment	326

Stacked	
Townhouse	
Semi-detached	
Detached	

Related Applications

The following applications are related to this proposed development:

- Zoning By-law Amendment – D02-02-23-0097

DECISION AND RATIONALE

This application is approved for the following reasons:

- The proposed building is consistent with the policies related to the Neighbourhood designation in the Official Plan.
- The proposal was designed to conform with the GM H(20) zone in the Consolidated Zoning By-law 2008-250 as approved on January 18, 2023.
- 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, 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.

URBAN DESIGN REVIEW PANEL

The Site Plan Control application was not subject to the Urban Design Review Panel process.

ROAD MODIFICATIONS

There are road modifications associated with this site plan control application, as detailed in the attached Road Modifications Report.

CONSULTATION DETAILS

Councillor's Comments

Councillor Matthew Luloff was aware of the application related to this report.

Public Comments

This application was subject to public circulation under the Public Notification and Consultation Policy. There 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

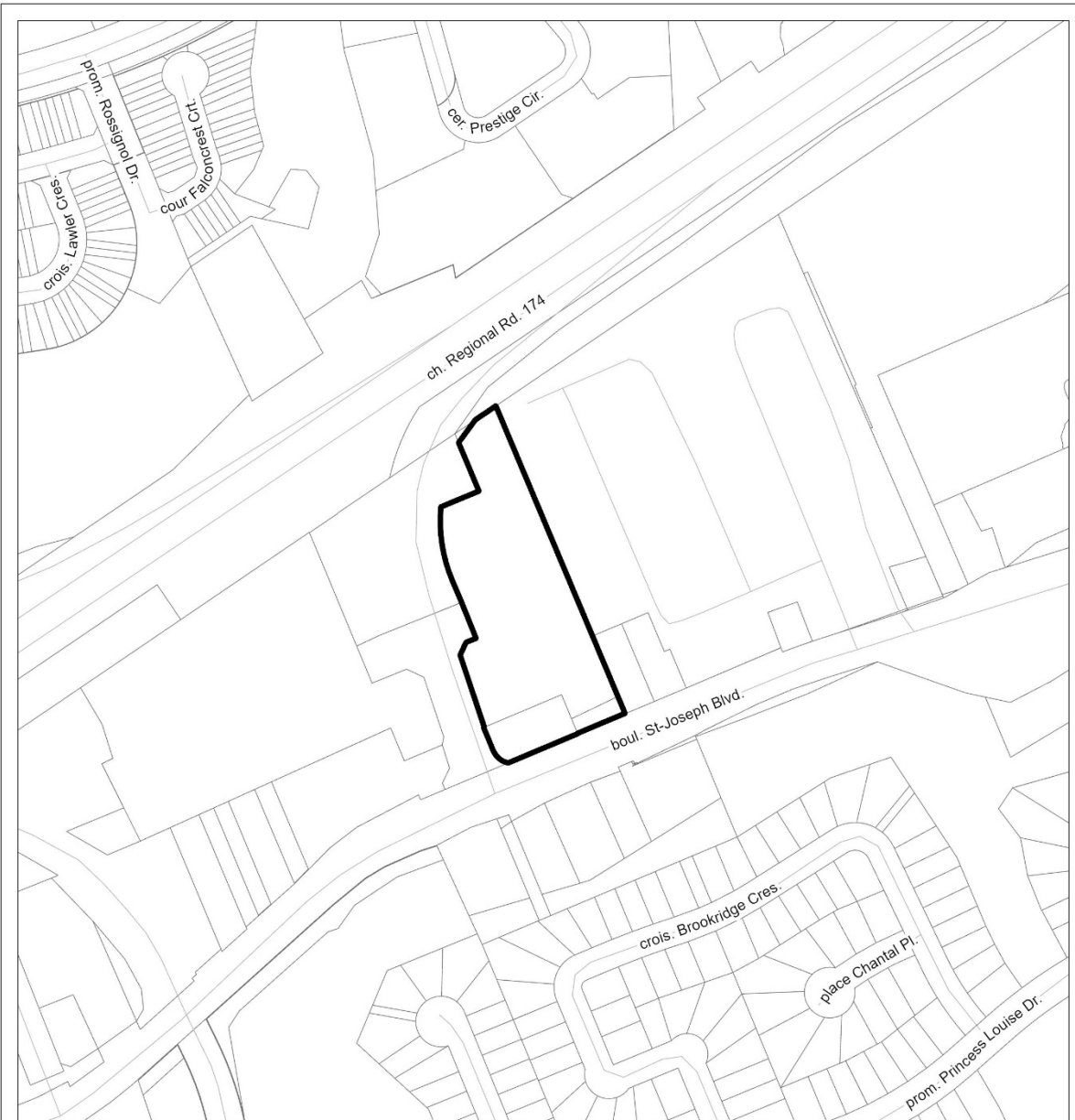
N/A




APPLICATION PROCESS TIMELINE STATUS

This Site Plan application was not processed by the On Time Decision Date due to consultation with other City Departments.

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

Document 1 – Location Map



		LOCATION MAP / PLAN DE LOCALISATION SITE PLAN / PLAN D'EMPLACEMENT	
D07-12-24-0069	24-0889-E		3459 boul. St. Joseph Blvd 3479 boul. St. Joseph Blvd
I:\CO\2024\Site\StJoseph_3459_3479			
<small>©Parcel data is owned by Terranet Enterprises Inc. and its suppliers. All rights reserved. May not be produced without permission. THIS IS NOT A PLAN OF SURVEY.</small>			
<small>©Les données de parcelles appartiennent à Terranet Enterprises Inc. et à ses fournisseurs. Tous droits réservés. Ne peut être reproduit sans autorisation. CECI N'EST PAS UN PLAN D'ARPENTAGE.</small>			
REVISION / RÉVISION - 2024 / 09 / 14		 <small>NOT TO SCALE</small>	