



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

Site Location: 4829 Abbott Street East

File No.: D07-12-25-0084

Date of Application: June 17, 2025

This SITE PLAN CONTROL application submitted by Miranda Virginillo, Novatech, on behalf of SPB Developments Inc., is APPROVED pursuant to conditions/upon resolution of the conditions stated in this report

And the following plans are approved:

1. **Site Plan**, SP-1, prepared by Hobin Architecture Inc., dated 2024-09-26, revision 8, dated 2026-02-02.
2. **Elevations**, prepared by Hobin Architecture Inc., dated 01-29-2025, revision 1 dated 06/12/2025.
3. **Erosion & Sediment Control Plan**, 110037-ESC, prepared by Novatech, dated Jul 22/25, revision 4 dated Apr 24/26.
4. **General Plan of Services - Block 123**, 110037-GP123, prepared by Novatech, dated Oct 6/22, revision 9 dated Apr 24/26.
5. **Grading Plan**, 110037-GR123, prepared by Novatech, dated Oct 6/22, revision 9 dated Apr 24/26.
6. **Landscape Plan and Tree Conservation Plan**, 110037-B123-L1, prepared by Novatech, dated Jun 5/25, revision 7 dated Apr 22/26.
7. **Landscape Details, Canopy Coverage and Soil Availability Calculations**, 110037-B123-L2, prepared by Novatech, dated Jun 5/25, revision 7 dated Apr 22/26.

And as detailed in the following report(s):

1. **Servicing and Stormwater Management Report**, prepared by Novatech, dated June 13, 2025, revised April 30, 2026.
2. **Noise Impact Assessment Report**, prepared by Novatech, dated June 13, 2025.

3. **Transportation Impact Assessment**, prepared by Novatech, dated May 14, 2025.
4. **Urban Design Brief**, prepared by Novatech, dated June 13, 2025.
5. **Phase I Environmental Site Assessment Update**, PE5915-LET.03, prepared by Paterson Group, dated November 6, 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. Lapsing of Approval

The Owner shall enter into this 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 Letter of Undertaking, complete the conditions to be satisfied prior to the signing of this Letter of Undertaking, and have the corresponding building permit(s) issued within three (3) years of Site Plan approval, the approval shall lapse.

2. 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.

3. Update to Plans and Reports

The Owner acknowledges and agrees, prior to the preparation of the Site Plan Agreement or issuance of a Commence Work Notification or issuance of a conditional building permit, to update the list of required plans and studies listed below to address the comments from the formal review letter dated May 19, 2026 to the satisfaction of the General Manager, Planning, Development and Building Services Department. The Owner further acknowledges and agrees that the submission may necessitate changes to the plans and reports approved herein. If necessary, the Owner further acknowledges and agrees to provide all revised plans and reports to the General Manager, Planning, Development and Building Services Department prior to preparation of the Site Plan Agreement or the issuance of a Commence Work Notification.

- i) **Geotechnical Investigation**, prepared by Paterson Group, dated February 21, 2025, revised February 9, 2026.

4. **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.

5. **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.

6. **Construction Fencing**

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

7. **Extend Internal Walkway**

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

8. **Completion of Works**

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

Until all requirements with respect to completion of the Works as identified in this Agreement have been carried out and received Approval by the General Manager, Planning, Development and Building Services, the Owner shall give notice to the City of a proposed conveyance of title to any building at least thirty (30) days prior

to any such conveyance. No conveyance of title to any building shall be effective unless the Owner has complied with this provision.

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

9. **Development Charges**

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

Special Conditions

10. **Professional Engineering Inspection**

The Owner shall have competent Professional Engineering inspection personnel on-site during the period of construction, to supervise the Works, and the General Manager, Planning, Development and Building Services 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. **Noise Control Attenuation Measures**

The Owner acknowledges and agrees to implement the noise control attenuation measures recommended in the approved 4829 Abbott Street East, Ottawa Block 123 – Trailview Subdivision Noise Impact Assessment Report, referenced in Schedule “E” of this Agreement, as follows:

- (a) The existing Sales Center converted to residential, Building 1, all 1B and 1C first to third floor 6 Units, and first and second floor for 1D 2 Units; Building 2, all 2A, 2B, and 2D first to third floor 9 Units; Building 5, all third floor for 5B, 5C, and 5D 3 Units are to be fitted with a forced air heating system and ducting, and shall be sized to accommodate central air conditioning;
- (b) Building 1, Third Floor of 1D: is to be equipped with central air conditioning.
- (c) 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;

(d) 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;

(e) 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 4829 Abbott Street East, Ottawa Block 123 – Trailview Subdivision Noise Impact Assessment Report referenced in Schedule "E" hereto. The professional engineer shall prepare, sign and stamp a letter to the General Manager, Planning, Development and Building Services (the "Certification Letter") stating that they certify acoustical compliance with all requirements of the applicable conditions in this Agreement, to the satisfaction of the General Manager, Planning, Development and Building Services.

12. Notice - Purchase and Sale Agreements Noise Warning Clause (LOU)

The Owner acknowledges and agrees that notice, as per the clauses as written directly below, shall be included in all 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:

The following units have a Type C – Forced Air Heating System and Ducting warning clause: The existing Sales Center converted to residential, Building 1, all 1B and 1C first to third floor 6 Units, and first and second floor for 1D 2 Units; Building 2, all 2A, 2B, and 2D first to third floor 9 Units; Building 5, all third floor for 5B, 5C, and 5D 3 Units

"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 following units have a Type D – Central Air Conditioning warning clause: Building 1, Third Floor of 1D.

"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."

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 above clauses.

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.

14. 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.

15. 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, 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.

16. 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.

17. 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.

18. 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.

19. 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.

20. 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 Abbott Street right-of-way, as shown on the approved Landscape Plan and Tree Conservation Plan referenced in Schedule "E" herein, including all plant and landscaping material (except municipal trees), including the proposed paver 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.

21. **Waste Collection**

(a) **Residential Units (Garbage and Organic Waste)**

The Owner acknowledges and agrees that residential cart (and/or container) garbage, 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/ organic waste storage room or area suitable for garbage/ organic waste collection vehicles. Any additional services (i.e. winching of containers) may result in extra charges. The Owner acknowledges and agrees to design, construct and operate in conformance with the Solid Waste Bylaw (2024-453) to maintain eligibility for containerized collection.

(b) **Residential Units (Recycling)**

The Owner acknowledges and agrees that recycling waste collection will not be provided by the City and it shall make appropriate arrangements with a private contractor for recycling waste collection at the Owner's sole expense. The Owner shall consult a private contractor regarding any access requirements for recycling waste collection.

(c) **Non-Residential Units**

The Owner acknowledges and agrees that garbage, recycling, and organic waste collection will not be provided by the City and it shall make appropriate arrangements with a private contractor for garbage, recycling, and organic waste collection at the Owner's sole expense. The Owner shall consult a private contractor regarding any access requirements for garbage and/or recycling and organic waste collection.

22. **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.

23. 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.

24. 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.

25. Video Examination

Video examination of storm and sanitary sewers 200mm or larger in diameter shall be required by the General Manager, Planning, Development and Building Services, at the Owner's expense, before final Acceptance or Approval of the Works.

26. 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.

27. 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.

May 27, 2026

Date



Sean Moore, MCIP RPP
Manager, Development Review West,
Planning, Development and Building
Services Department

Enclosure: Site Plan Control Application approval – Supporting Information

SITE PLAN CONTROL APPROVAL APPLICATION SUPPORTING INFORMATION

File Number: D07-12-25-0084

SITE LOCATION

4829 Abbott Street East, and as shown on Document 1.

SYNOPSIS OF APPLICATION

The subject property is located on the north side of Abbott Street East and west of Terry Fox Drive in the Fernbank Community. The site is a trapezoid shaped parcel with an approximate area of 8,155 square metres and 110 metres of frontage along Abbott Street East. Surrounding land uses include a mix of detached and townhouse dwellings to the south and west, single detached dwellings under construction to the north, and a stormwater management pond to the east.

The proposed Planned Unit Development consists of five low-rise stacked townhouse buildings, each containing 12 residential units, for a total of 60 dwellings. The existing sales centre will be retained and converted into a detached dwelling with an associated ancillary office to serve the overall development. The proposal includes 328 square metres of communal amenity area, 112 parking spaces (85 residential, 15 visitor, and 12 office), and 31 outdoor bicycle parking spaces distributed among the buildings. Site access will be provided from Abbott Street East via the existing driveway currently serving the sales centre.

Residential Units and Types

| Dwelling Type | Number of Units |
|----------------------|------------------------|
| Stacked | 61 |

Related Applications

The following applications are related to this proposed development:

- Zoning By-law Amendment – D02-02-25-0040

DECISION AND RATIONALE

This application is approved for the following reasons:

- The proposed development supports the vision of the Fernbank Community Design Plan by introducing a low-rise, pedestrian-oriented built form that contributes to a complete and connected community. The stacked dwellings

provide housing diversity and efficient land use, while the overall site design maintains compatibility with the adjacent residential context.

- The proposal is in conformity with Zoning By-law 2008-250 and 2026-050. The proposed residential use is permitted pursuant to the zoning by-laws. A Zoning By-law Amendment (D02-02-25-0040) was approved on January 28, 2026, with all opportunities for appeals exhausted.
- The proposed site design is considered appropriate and represents good planning.

PARKLAND DEDICATION

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

CONSULTATION DETAILS

Councillor's Comments

Councillor Glen Gower 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 were public comments received online and staff considered these comments.

Technical Agency/Public Body Comments

Summary of Comments –Technical

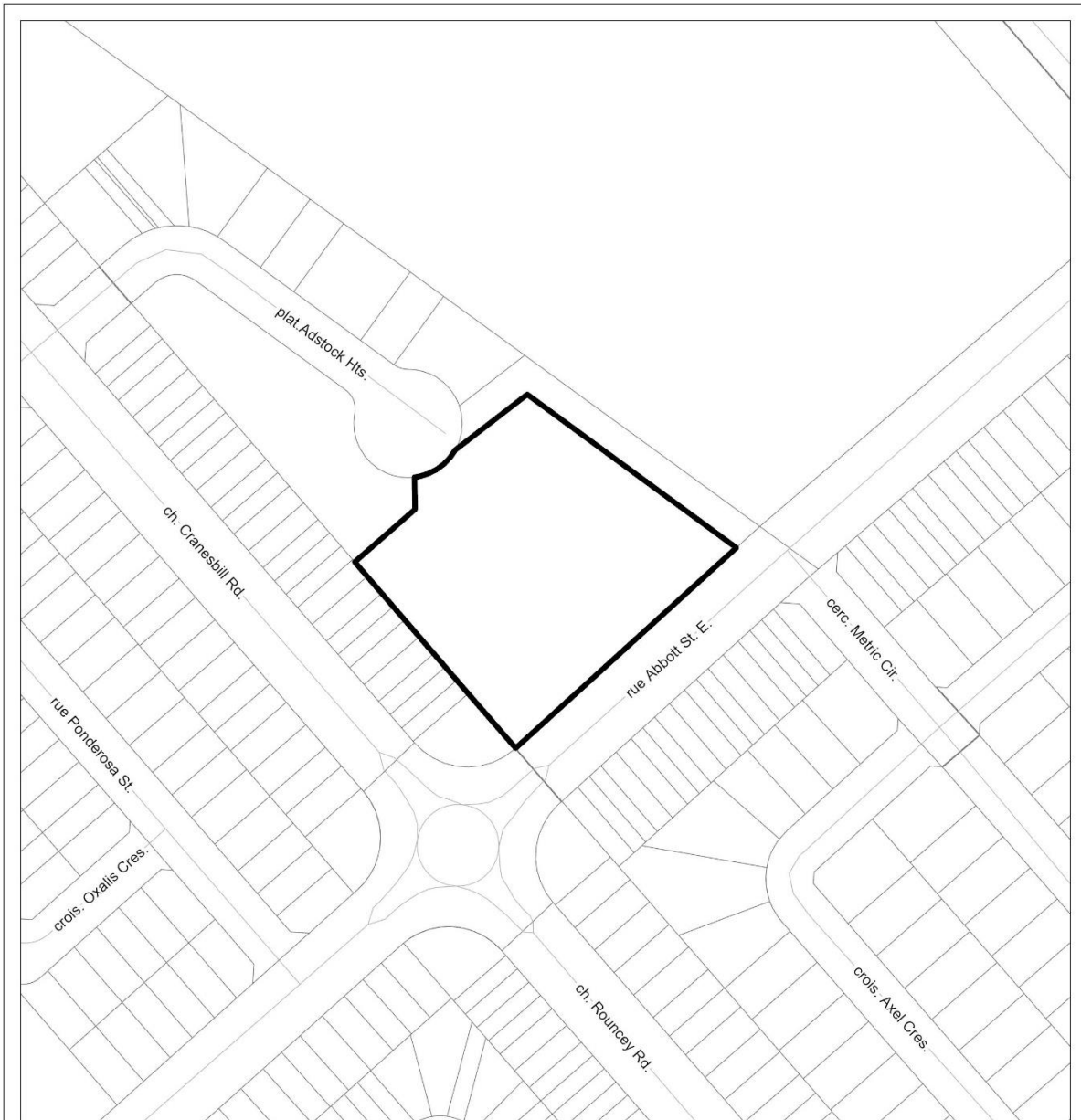
The applicant has been provided with comments from the Mississippi Valley Conservation Authority. Comments will be required to be addressed with each technical agency, as applicable.




APPLICATION PROCESS TIMELINE STATUS

This Site Plan application was not processed by the On Time Decision Date. The Council approved timeline has not been met due to timing associated with the approval of the Zoning By-Law Amendment and the complexity associated with civil infrastructure review.

Contact: Jillian Simpson Tel: 613-580-2424, ext. 12190 or e-mail: Jillian.Simpson@ottawa.ca

Document 1 – Location Map



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|--|-----------|--|------------------------------|
|  | | LOCATION MAP / PLAN DE LOCALISATION SITE PLAN / PLAN D'EMPLACEMENT | |
| D07-12-25-0084 | 26-0389-R |  | 4829 rue Abbott St. E |
| I:\CO\2026\Site\Abbott_4829 | | | |
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| REVISION / RÉVISION - 2026 / 04 / 07 | |  <small>N NOT TO SCALE</small> | |