



**SITE PLAN CONTROL APPLICATION  
DELEGATED AUTHORITY REPORT  
PLANNING, REAL ESTATE AND ECONOMIC DEVELOPMENT DEPARTMENT**

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Site Location: 4624 Spratt Road

File No.: D07-12-22-0021

Date of Application: February 7, 2022

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This SITE PLAN CONTROL application submitted by Claridge Homes Inc. is APPROVED as shown on the following plans:

1. **General Plan of Services**, C-001, prepared by IBI Group, revision 4 dated 2023-03-24.
2. **General Notes, Legend and CB Data Table**, C-010, prepared by IBI Group, revision 4 dated 2023-03-24.
3. **Grading Plan**, C-200, prepared by IBI Group, revision 4 dated 2023-03-24.
4. **Sanitary Drainage Area Plan**, C-400, prepared by IBI Group, revision 4 dated 2023-03-24.
5. **Storm Drainage Area Plan**, C-500, prepared by IBI Group, revision 4 dated 2023-03-24.
6. **Ponding Plan**, C-600, prepared by IBI Group, revision 4 dated 2023-03-24.
7. **PCSWMM Drainage Area Plan**, C-700, prepared by IBI Group, revision 3 dated 2023-03-24.
8. **Erosion and Sediment Control Plan**, C-900, prepared by IBI Group, revision 4 dated 2023-03-24.
9. **Landscape Plan**, L.1, prepared by James B. Lennox & Associates Inc., revision 4 dated 03/28/2023.
10. **Site Plan**, SP-1, prepared by Roderick Lahey Architect Inc, revision 5 dated MAR 29 2023.
11. **Tree Conservation Report**, TCR, prepared by James B. Lennox & Associates Inc., dated 01/06/2022.

And as detailed in the following report(s):

1. **Design Brief, 4624 Spratt Road, Claridge Homes, Riverside South Community**, prepared by IBI Group, dated March 2023.
2. **Geotechnical Investigation, Proposed Residential Development, 4624 Spratt Road, Ottawa, Ontario**, prepared by Peterson Group Inc., dated February 23, 2021.

3. **Environmental Noise Impact Assessment, 4624 Spratt Road – Block 177, Riverside South Community**, prepared by IBI Group, revised June 27, 2022.
4. **Phase 1 – Environmental Site Assessment, 4624 Spratt Road, Ottawa, Ontario**, prepared by Paterson Group Inc., dated January 6, 2021.
5. **Transportation Impact Assessment – Step 4: Analysis, 4624 Spratt Road – Block 177**, prepared by IBI Group, dated December 21, 2021.

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 Agreement Within One Year**

The Owner shall enter into this Site Plan Control Agreement, including all standard and special conditions, financial and otherwise, as required by the City. In the event that the Owner fails to sign this Agreement and complete the conditions to be satisfied prior to the signing of this Agreement within one (1) year 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, Real Estate and Economic Development.

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, Real Estate and Economic Development, 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, Real Estate and Economic Development.

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, Real Estate and Economic Development. 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, Real Estate and Economic Development.

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, Real Estate and Economic Development, 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, Real Estate and Economic Development, the aforesaid Works are proceeding satisfactorily toward completion. The Owner shall obtain the prior consent of the General Manager, Planning, Real Estate and Economic Development 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, Real Estate and Economic Development, the Owner shall give notice to the City of a proposed conveyance of title to any building at least thirty (30) days prior to any such conveyance. No conveyance of title to any building shall be effective unless the Owner has complied with this provision.

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

9. **Development Charges**

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

**Special Conditions**

## **10. Professional Engineering Inspection**

The Owner shall have competent Professional Engineering inspection personnel on-site during the period of construction, to supervise the Works, and the General Manager, Planning, Real Estate and Economic Development, shall have the right at all times to inspect the installation of the Works. The Owner acknowledges and agrees that should it be found in the sole opinion of the General Manager, Planning, Real Estate and Economic Development, that such personnel are not on-site or are incompetent in the performance of their duties, or that the said Works are not being carried out in accordance with the approved plans or specifications and in accordance with good engineering practice, then the General Manager, Planning, Real Estate and Economic Development, may order all Work in the project to be stopped, altered, retested or changed to the satisfaction of the General Manager, Planning, Real Estate and Economic Development.

## **11. Private Approach Detail**

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

## **12. 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.

## **13. Noise Control Attenuation Measures**

The Owner acknowledges and agrees to implement the noise control attenuation measures recommended in the approved Environmental Noise Impact Assessment, referenced in Schedule "E" of this Agreement, as follows:

- (a) Building 'C' Units 4, 5, 6, 10, 11, 12, Building 'D' Units 4, 5, 6, 10, 11, 12, Building 'G' Units 7, 8, 9, 10, 11, 12, Building 'J' Units 4, 5, 6, 10, 11, 12, Building 'K' Units 7, 8, 9, 10, 11, 12 are to be equipped with central air conditioning;
- (b) Building 'C' Units 1, 2, 3, 7, 8, 9, Building 'D' Units 1, 2, 3, 7, 8, 9, Building 'G' Units 1, 2, 3, 4, 5, 6, Building 'H' All Units, Building 'J' Units 1, 2, 3, 7, 8, 9, Building 'K' Units 1, 2, 3, 4, 5, 6 are to be fitted with a forced air heating system and ducting, and shall be sized to accommodate 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) 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 Environmental Noise Impact Assessment referenced in Schedule "E" hereto. The Professional Engineer shall prepare, sign and stamp a letter to the General Manager, Planning, Real Estate and Economic Development (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, Real Estate and Economic Development;
- (e) notice respecting noise shall be registered against the lands, at no cost to the City, and a warning clause shall be included in all agreements of purchase and sale or lease agreements, as detailed in clause 14 below.

#### **14. Notice on Title – Noise Control Attenuation Measures**

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 B – Increasing Roadway Traffic – Shared Amenity Space - all units

"The Purchaser/Lessee for himself, his heirs, executors, administrators, successors and assigns acknowledges being advised that despite the inclusion of noise control features in this development and within building units, noise levels from increasing roadway traffic (Spratt Road and future Bus Rapid Transit) 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 C – Forced Air Heating System and Ducting – Building 'C' Units 1, 2, 3, 7, 8, 9, Building 'D' Units 1, 2, 3, 7, 8, 9, Building 'G' Units 1, 2, 3, 4, 5, 6, Building 'H' All Units, Building 'J' Units 1, 2, 3, 7, 8, 9, Building 'K' Units 1, 2, 3, 4, 5, 6

"The Purchaser/Lessee for himself, his 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 himself, his 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.”

Type D – Central Air Conditioning - Building ‘C’ Units 4, 5, 6, 10, 11, 12, Building ‘D’ Units 4, 5, 6, 10, 11, 12, Building ‘G’ Units 7, 8, 9, 10, 11, 12, Building ‘J’ Units 4, 5, 6, 10, 11, 12, Building ‘K’ Units 7, 8, 9, 10, 11, 12

“The Purchaser/Lessee for himself, his 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.”

Aircraft Sound Levels – all units

“The Purchasers/Lessee for himself, his heirs, executors, administrators, successors and assigns acknowledges being advised that due to the proximity of the Ottawa Macdonald-Cartier International Airport, noise from the airport and individual aircraft may at times interfere with outdoor or indoor activities”.

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.”

## **15. Noise Attenuation Barriers**

- (a) The Owner agrees to design and erect at no cost to the City, a 4.0 m high and 20m long noise attenuation barrier at the location shown on the Noise Plan Drawing No.135856-N1 of the Noise Impact Assessment in accordance with City specifications
- (b) The Owner agrees that any noise attenuation barrier required to be installed under this Agreement, shall be located a minimum of 0.30 metres inside the property line of the private property, and the location of the fence shall be verified by an Ontario Land Surveyor, prior to the release of securities for the noise attenuation barrier.

## **16. 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, Real Estate and Economic Development 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, Real Estate and Economic Development.

**17. Stormwater Works Certification**

Upon completion of all stormwater management Works, the Owner acknowledges and agrees to retain the services of a Professional Engineer, licensed in the Province of Ontario, to ensure that all measures have been implemented in conformity with the approved Plans and Reports, referenced in Schedule "E" herein. The Owner further acknowledges and agrees to provide the General Manager, Planning, Real Estate and Economic Development with certificates of compliance issued by a Professional Engineer, licensed in the Province of Ontario, confirming that all recommendations and provisions have been implemented in accordance with the approved Plans and Reports referenced in Schedule "E" herein.

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

The Owner acknowledges and agrees to install and maintain in good working order the required in-ground stormwater inlet control devices, as recommended in the approved Design Brief, referenced in Schedule "E" herein. The Owner further acknowledges and agrees it shall assume all maintenance and replacement responsibilities in perpetuity. The Owner shall keep all records of inspection and maintenance in perpetuity, and shall provide said records to the City upon its request.

**19. Private Storm Sewer Connection to City Sewer System**

The Owner acknowledges and agrees that any new storm sewers to be installed as part of this development shall not be connected to the City's existing storm sewer system until such time as either:

- (a) a certificate of conformance and As-built Drawings have been received from a Professional Engineer, licensed in the Province of Ontario, certifying that all required inlet control devices have been properly installed to City Standards or Specifications, and that the storm sewer system has been installed in accordance with the approved engineering drawings for site development and City Sewer Design Guidelines. The inlet control devices shall be free of any debris; or
- (b) a flow limiting orifice plate, designed by a Professional Engineer licensed in the Province of Ontario and to the satisfaction of the City, has been installed at the storm water outlet prior to connecting any upstream storm sewers. Such orifice plate shall not be removed until subsection (a) above has been satisfied and approved by the General Manager, Planning, Real Estate and Economic Development.

**20. 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.

**21. Lifting of Holding symbol**

The Owner acknowledges and agrees to submit a Lifting of Holding application and that said application be approved prior to registration of the Site Plan Agreement, to the satisfaction of the General Manager, Planning, Real Estate and Economic Development.

**22. Site Lighting Certificate**

(a) In addition to the requirements contained in Clause 19 of Schedule “C” hereto, the Owner acknowledges and agrees, prior to the issuance of a building permit, to provide the City with a certificate from an acceptable professional engineer, licensed in the Province of Ontario, which certificate shall state that the exterior site lighting has been designed to meet the following criteria:

- (i) it must be designed using only fixtures that meet the criteria for full cut-off (sharp cut-off) classification, as recognized by the Illuminating Engineering Society of North America (IESNA or IES); and
- (ii) it must result in minimal light spillage onto adjacent properties. As a guideline, 0.5 fc is normally the maximum allowable spillage.

(b) The Owner acknowledges and agrees that, upon completion of the lighting Works and prior to the City releasing any associated securities, the Owner shall provide certification satisfactory to the General Manager, Planning, Real Estate and Economic Development, 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.

**23. Waste Collection**

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.

**24. Cash-in-Lieu of Parkland**

Upon execution of this Agreement, the Owner shall pay cash-in-lieu of parkland in the amount of \$Insert Value as referenced in Schedule “B” herein. The Owner shall also pay the parkland appraisal fee of \$800.00 plus H.S.T. of \$104.00, 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 22 funds.

In accordance with the *Planning Act* and the provisions of the City’s Parkland Dedication By-law No. 2022-280, a land area of 1,200 m<sup>2</sup> has been calculated for the cash-in-lieu of parkland dedication requirement for the Site Plan Control application as follows:

**Table 1: Cash-in-lieu of Parkland Dedication Requirement.**

<b>Proposed Use</b>	<b>Net Residential Units</b>	<b>Site Area</b>	<b>Parkland Dedication Rate</b>	<b>Parkland Dedication Requirement</b>
Stacked townhouses	120	23,888.7 m <sup>2</sup>	1 ha per 1,000 net residential units for cash-in-lieu of parkland dedication to a maximum of 10% of the land area (for land proposed for development that is 5 ha or less in area)	1,200 m <sup>2</sup>

The Owner further agrees that the City shall determine the cash-in-lieu of parkland dedication requirement for the parcel described as Part 2 on reference plan 4R-XXXX prepared by Annis, O’Sullivan, Vollebekk Ltd. at the time of the future planning application(s) for Part 2.

**25. Joint Use, Maintenance and Liability Agreement**

- (a) The Owner acknowledges and agrees that should the lands be severed in the future by means other than a Declaration of a Condominium, it shall ensure that the future owner of the freehold units shall enter into a Joint Use, Maintenance and Liability Agreement which shall be binding upon the owners and all subsequent purchasers to deal with the joint use,

maintenance and liability of the common elements, including but not limited to any private roadway(s) and concrete sidewalks; common grass areas; common party walls, exterior walls; common structural elements such as the roof, foundations; common parking areas; sewers and watermains, for the mutual benefit and joint use of the owners; and any other elements located in the common property; and the Joint Use, Maintenance and Liability Agreement shall be filed with the General Manager, Planning, Real Estate and Economic Development.

- (b) The Owner shall file with the General Manager, Planning, Real Estate and Economic Development, an opinion from a solicitor authorized to practice law in the Province of Ontario that the Joint Use, Maintenance and Liability Agreement is binding upon the owners of the land and all subsequent purchasers to deal with the matters referred to Paragraph 24 (a) above.
- (c) The Owner acknowledges and agrees that the Joint Use, Maintenance and Liability Agreement shall be registered on the Owner's lands at no cost to the City, and a copy of the registered agreement shall be provided to the General Manager, Planning, Real Estate and Economic Development.
- (d) The Owner acknowledges and agrees that the Joint Use, Maintenance and Liability Agreement shall include a clause requiring subsequent purchasers to enter into an assumption agreement that transfers all legal and financial obligations required under the Joint Use, Maintenance and Liability Agreement to the future owners, successors and assigns in title of the subject lands. The Owner further acknowledges and agrees to include a clause in all agreements of purchase and sale informing purchasers that there is a Joint Use, Maintenance and Liability Agreement registered on title to the subject lands, and require the purchaser to enter into an assumption agreement thereto.

## **26. Access Easement to City**

The Owner acknowledges and agrees it shall grant to the City, at the Owner's expense, a Blanket Easement over the lands, with the right and licence of free, uninterrupted, unimpeded and unobstructed access to the City to enter on and to pass at any and all times, on, over, along and upon the lands with or without vehicles, supplies, machinery and equipment for all purposes necessary or convenient to construct, maintain, repair and replace the Private Watermains, Private Service Posts and fire hydrants at the Owner's expense. The Owner acknowledges and agrees that notwithstanding the rights granted to the City under the grant of easement, the Owner remains responsible at all times for the maintenance, inspection, alteration, repair, replacement and reconstruction of the utility in the said lands during their term of use. The Owner acknowledges and agrees to provide an electronic copy of the Transfer of Easement prior to the execution of this Agreement by the City, to the satisfaction of the City Solicitor. All costs shall be borne by the Owner.

## **27. Pedestrian Easement**

Prior to the registration of this Agreement, the Owner shall grant to the City, at no cost to the City, an unencumbered 1-2 metre easement for pedestrian access through the site connecting Nutting Crescent to Spratt Road along the proposed concrete pathway, as shown on the approved Site Plan referenced in Schedule “E” hereto, if applicable, to the satisfaction of the City. The Owner shall provide a Reference Plan for registration, indicating the pedestrian easement, to the City Surveyor for review and approval 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 registration of the easement. All costs shall be borne by the Owner.

**28. New Multi-Unit Residential**

The Owner acknowledges that this Site Plan approval is for a residential development subject to the Riverside - South Urban Centre Area-Specific Development Charge for Stormwater Management Facilities (Area S-1), pursuant to the City’s applicable Development Charges By-law. The Owner acknowledges and agrees that the applicable residential Area-Specific Development Charge is based on the units as set out in the following table.

<b>Unit Type</b>	<b>Number of Units</b>	<b>Value per Unit (subject to indexing)</b>	<b>Total Charge</b>
Multiple Dwelling	120	\$ 5,811	\$ 697,320
Apartment Dwelling		\$	\$
Total			\$ 697,320

Upon execution of this Agreement, the Owner shall pay the Area-Specific Development Charge, as referenced in Schedule “B” herein and subject to indexing, for the above referenced residential units.

**29. Joint Use, Maintenance and Liability Agreement**

- (a) The Owner acknowledges and agrees to ensure that the future Condominium Corporation and the owner of the adjacent lands enter into a joint use, maintenance and liability agreement which shall be binding upon the owners and all subsequent purchasers to deal with the joint use, maintenance and liability of the common elements including, but not limited to, the private roadway and concrete sidewalks; common grass areas; common party walls; exterior walls; common structural elements such as the roof and foundations; common parking areas; visitor parking; noise attenuation wall; fences; retaining walls; stormwater management pond; sewers and watermains; and any other elements located in the common property, for the mutual benefit and joint use of the owners, and the joint use, maintenance and liability agreement shall be filed with the General Manager, Planning, Real Estate and Economic Development.
- (b) The Owner shall file with the General Manager, Planning, Real Estate and

Economic Development, an opinion from a solicitor authorized to practice law in the Province of Ontario that the joint use, maintenance and liability agreement is binding upon the owners of the land and all subsequent purchasers to deal with the matters referred to Paragraph (a).

- (c) The Owner acknowledges and agrees that the joint use, maintenance and liability agreement shall be registered on the Owner's land at no cost to the City, and a copy of the registered agreement shall be provided to the General Manager, Planning, Real Estate and Economic Development

July 12, 2023

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Date



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Lily Xu  
Manager, Development Review, South  
Planning, Real Estate and Economic  
Development Department

Enclosure: Site Plan Control Application approval – Supporting Information

# SITE PLAN CONTROL APPROVAL APPLICATION SUPPORTING INFORMATION

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File Number: D07-12-22-0021

## SITE LOCATION

4624 Spratt Road, and as shown on Document 1.

## SYNOPSIS OF APPLICATION

The subject site is located in Ward 22 – Gloucester-South Nepean, southwest of the intersection of Spratt Road and Earl Armstrong Road, and immediately north of the future transitway. The immediately surrounding area consists of low-rise residential development, with vacant lands located to the southeast and northeast of the subject property. École élémentaire publique Michel-Dupuis is located further southwest.

The whole site is approximately 2.3 hectares in area and has approximately 190 metres of frontage along Spratt Road. Currently, the site is vacant. It will be divided into two parts: one for residential and one for commercial. This application focuses on the part proposing a residential condominium development.

The proposal includes ten three-storey stacked dwelling buildings that consist of 12 dwelling units each, generating a total unit count of 120 dwelling units with 144 residential surface parking spaces and 24 visitor parking spaces. A 508 square-metre communal private amenity space is being proposed. Additionally, residents will receive private amenity space through their private balconies and private ground-level open space. The site will be accessed from Spratt Road via two entrances. A pedestrian easement will be provided along the concrete walkway connecting the residents along Nutting Crescent to Spratt Road.

## Residential Units and Types

Dwelling Type	Number of Units
Stacked dwellings	120

## Related Applications

The following applications are related to this proposed development:

- Lifting of Holding application – D07-07-23-0006

## DECISION AND RATIONALE

This application is approved for the following reasons:

- The subject site is designated Neighbourhood within the Suburban transect in the Official Plan. The subject site is within the Evolving Neighbourhood overlay which is applied to areas near Hubs and Corridors to support gradual intensification.
- The subject site is located within the boundaries of the Riverside South Community Design Plan. The site is designated as Residential - Medium Density and Local Commercial. The medium density permits ground-oriented stacked townhouse units.
- The subject site is zoned General Mixed Use (GM [1826]-h) which permits the proposed development. The holding symbol is subject to obtaining Site Plan approval and the urbanization of Spratt Road (Spratt Road was reconstructed in 2019). The holding will be lifted prior to registration of the Site Plan Agreement.
- The proposed development 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 Steve Desroches was aware of the application related to this report and has concurred with the proposed conditions of approval.

### **Public Comments**

This application was subject to public circulation under the Public Notification and Consultation Policy. There were public comments received online and staff considered these comments.

#### Summary of public comments and responses

Three residents were concerned with the density of the residential development, sun shadowing, parkland and the lack of commercial retail in the area.

One resident was supportive of the development.

#### **Response:**

The density of the development is in line with the policies of the Official Plan and the Riverside South Community Design Plan. The site is designated as Residential - Medium Density and Local Commercial in the Riverside South CDP. A block along Spratt Road is reserved for a future commercial development. Given the low-rise built form, no sun-shadow issues are anticipated, nor was the requirement for a sun-shadow study triggered. The parkland requirements for this development will be satisfied with cash-in-lieu of parkland and the residents will have access to a 508 square-metre private

communal amenity space.

### **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 file load issues.

**Contact:** Mélanie Gervais Tel: 613-282-0508 or e-mail: [Melanie.Gervais@ottawa.ca](mailto:Melanie.Gervais@ottawa.ca)

# Document 1 – Location Map



		LOCATION MAP / PLAN DE LOCALISATION SITE PLAN / PLAN D'EMPLACEMENT	
D07-12-22-0021	22-0302-L	 <b>4624 ch. Spratt Rd.</b>	
I:\CO\2022\Site_Plan\Spratt_4624			
<small>©Parcel data is owned by Teranet 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 - 2022 / 04 / 06		 <small>NOT TO SCALE</small>	