



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

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Site Location: 3055 Richmond Road

File No.: D07-12-22-0147

Date of Application: October 12, 2022

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This SITE PLAN CONTROL application submitted by WSP, on behalf of 3055 Richmond Holding Inc., is APPROVED upon resolution of the conditions stated in this report

And the following plans are approved:

1. **Site Servicing Plan**, Drawing C-1, prepared by D. B Gray Engineering Inc. dated Jan-9-25, revision 6 dated Mar 5-26.
2. **Grading Plan and Erosion & Sediment Control Plan**, Drawing No. C-2, prepared by D. B Gray Engineering Inc. dated Jan-9-25, revision 6 dated Mar 5-26.
3. **Roof Plan & Details**, drawing C-4, prepared by D. B. Gray Engineering, dated Jan 9-25, revision 3 dated Jun 4-25.
4. **Notes, Details, & Schedules**, Drawing C-5, prepared by D. B. Gray Engineering, dated Jan 9-25, revision 6 dated Mar 5-26.
5. **Post-Development Drainage Plan**, C-7, prepared by D. B. Gray Engineering, dated Jan 9-25, revision 6 dated Mar 5-26.
6. **Site Plan**, Drawing A1, prepared by Unpoised Architecture Inc., dated April 12, 2022, revision 5 dated 03/19/26.
7. **Landscape Plan**, L1, prepared by John K. Szczepaniak Landscape Architect, dated April 25, 2022, revision 25 dated Mar 09/26.
8. **Landscape Plan Details**, L2, prepared by John K. Szczepaniak Landscape Architect, dated April 25, 2022, revision 25 dated Mar 09/26.
9. **East Elevation**, Drawing A8, prepared by Unpoised Architecture, dated April 12, 2022, revision 5 dated 01/06/26
10. **North Elevation**, Drawing A9, prepared by Unpoised Architecture, dated April 12, 2022, revision 5 dated 01/06/26
11. **South Elevation**, Drawing A10, prepared by Unpoised Architecture, dated April 12, 2022, revision 5 dated 01/06/26
12. **West Elevation**, Drawing A11, prepared by Unpoised Architecture, dated April 12, 2022, revision 5 dated 01/06/26

And as detailed in the following report(s):

1. **Geotechnical Investigation Proposed Residential Building 3055 Richmond Road**, Ottawa Ontario, prepared by Paterson Group, Revision 3 dated April 28, 2025.
2. **Revised Tree Conservation Report for 3055 Richmond Road, Ottawa**, prepared by IFS Associates, dated March 16, 2026.
3. **Site Servicing & Stormwater Management Report 3055 Richmond Road Ottawa Ontario**, prepared by D. B. Gray Engineering Inc., dated January 30, 2025, revised July 29, 2025.
4. **Environmental Noise Assessment Report for 3055 Richmond**, prepared by W. Elias & Associated, dated July 2022.
5. **Phase I Environmental Site Assessment 3055 Richmond Road Ottawa Ontario**, prepared by Paterson Group, dated March 24, 2022.

And subject to the following General and Special Conditions:

### **General Conditions**

#### **1. Lapsing of Approval**

The Owner shall enter into this Site Plan Control Agreement, including all standard and special conditions, financial and otherwise, as required by the City. In the event that the Owner fails to sign this Agreement 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. **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.

7. **Development Charges**

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

8. **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.

9. **Demolition Permit**

The Owner acknowledges and agrees to obtain a Demolition Permit for the dwelling/building currently located on the property, and to remove said dwelling/building. A Demolition Permit shall not be issued prior to the payment of any applicable fees and securities, and any other requirements specified below to

the satisfaction of the General Manager, Planning, Development and Building Services.

The Owner acknowledges and agrees that, in the event that there is a dwelling/building on the site that is being removed and if a building permit is not issued by April 23, 2029, landscaping shall be implemented across the entire property. The landscaping includes, but is not limited to, the removal of any asphalt, gravel, etc. (including access driveways), the installation of soft landscaping and/or other plant materials, as well as the installation of a fence along the perimeter of the property. These works shall be implemented to the satisfaction of the General Manager, Planning, Development and Building Services.

## **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. Private Approach Detail**

The Owner agrees that all private approaches, including temporary construction access to the subject lands, shall be designed and located in accordance with and shall comply with the City's Private Approach By-Law, being By-law No. 2003-447, as amended, and shall be subject to approval of the General Manager, Planning, Development and Building Services.

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. Noise Control Attenuation Measures**

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

- (a) each unit is to be equipped with central air conditioning;
- (b) further to subsection (a) above, the location and installation of any outdoor air conditioning device(s) shall comply with the noise criteria of the Ministry of the Environment, Conservation and Parks' Publication NPC-216, dated 1993, and the Environmental Noise Guidelines for Installation of Residential Air Conditioning Devices, dated September 1994, as amended, in order to minimize the noise impacts both on and off the immediate vicinity of the subject lands;
- (c) 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 Environmental Noise 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.

### **13. 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 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.”

#### 14. **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 Report (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.

#### 15. **Protection of City Sewers**

- (a) Prior to the issuance of a building permit, the Owner shall, at its expense:
  - (i) provide the General Manager, Planning, Development and Building Services with the engineering report from a Professional Engineer, licensed in the Province of Ontario, which report shall outline the impact of the proposed building’s footing and foundation walls, on the City sewer system, that crosses the Richmond Road and within Easement (inst CR473392) frontage (the “City Sewer System”) and the impact of the existing City Sewer System on the building’s footing and foundation walls;
  - (ii) obtain a legal survey acceptable to the General Manager, Planning, Development and Building Services and the City’s Surveyor, showing the existing City Sewer System within Richmond Road and within

Easement (inst CR473392) the location of the proposed building and its footings in relation to the City Sewer System;

- (iii) obtain a video inspection of the City Sewer System within Richmond Road and within Easement (inst CR473392) 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 Richmond Road and within Easement (inst CR473392) to determine if the City Sewer System sustained any damages as a result of construction on the lands; and
  - (ii) assume all liability for any damages caused to the City Sewer System within Richmond Road and within Easement (inst CR473392) and compensate the City for the full amount of any required repairs to the City Sewer System.

#### **16. Stormwater Management Memorandum**

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

#### **17. Stormwater Works Certification**

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

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

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

#### **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, Development and Building Services.

#### **20. 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.

**21. 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 Richmond Road right-of-way, as shown on the approved Landscape Plan referenced in Schedule "E" herein, including all plant and landscaping material (except municipal trees), and walkway pavers. 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

**22. 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

**23. Boundary or Adjacentlly Owned Tree Removal**

The Owner acknowledges and agrees that prior to issuance of a tree removal permit for removal of boundary or adjacentlly owned trees, if applicable, they shall provide written consent from the adjacent landowner, to the satisfaction of the Director of Strategic Initiatives or their designate. The Owner further acknowledges and agrees that removal of a boundary or adjacentlly owned tree is not permitted without written consent from the adjacent owner.

**24. Excavation Around Protected Trees**

The Owner acknowledges and agrees to use an Air Knife in the established excavation zone for the driveway to expose and cleanly sever the roots of trees # 12, 13, 14, 15, 17, 20, and 21, as described in the approved Tree Conservation report. The Owner acknowledges and agrees the severing will be performed by a certified arborist. The Owner further acknowledges and agrees that the Consulting Forester and/or the City of Ottawa Planning Forester shall be on site during the excavation. The Owner acknowledges and agrees that the City of Ottawa Planning Forester shall be given at least 2 business days' notice before the work takes place.

**25. Parkland Dedication**

- (a) 89.5 square metres.

- (b) The Owner covenants and agrees that the conveyance requirement has been calculated at the rate set out below in accordance with the Parkland Dedication By-law, being By-law No. 2022-280, as amended:
  - (i) For cash-in-lieu of conveyance of parkland (residential > 18 units/net ha):
    - i. one hectare per 1,000 net residential units but shall not exceed a maximum of 10% of the gross land area where less than or equal to five hectares.

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

- (a) Prior to issuance of first occupancy permit, 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 7 and Account Number 830296
- (b) Prior to issuance of building permit, the Owner shall pay the parkland appraisal fee of \$880.00 plus H.S.T. of \$114.40, as referenced in Schedule “B” herein.

All of the above shall be to the satisfaction of the General Manager, Planning, Development Building Services.

**27. Community Benefits Charge**

- (a) The Owner acknowledges that the development is subject to payment of a Community Benefits Charge payable prior to building permit issuance, calculated in accordance with the Community Benefits Charge By-law 2022-307, amending By-law 2025-431 and the Planning Act (the “CBC Estimate”).
- (b) 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 prior to 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.
- (c) Should the first building permit not be issued within twenty-four months, an updated valuation of the land that is the subject of development or redevelopment will be provided by the City prior to building permit issuance, or earlier if requested by the Owner. The Owner further acknowledges that if the land area shown in any subsequent building permit application(s) as

being subject to development or redevelopment differs from the land area shown in the Site Plan as being subject to development or redevelopment, the above-indicated amount may be recalculated based on the land area shown in the building permit application(s).

## 28. Road Widening

Prior to registration of this Agreement, the Owner acknowledges and agrees to convey to the City, at no cost to the City, an unencumbered road widening across the complete Richmond Road frontage of the lands, measuring 18.75 metres from the existing centreline of pavement/the abutting right-of-way. The exact widening must be determined by legal survey. The Owner shall provide a reference plan for registration, indicating the widening, 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 the execution of this Agreement by the City. All costs shall be borne by the Owner

April 23, 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**

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**File Number:** D07-12-22-0147

**SITE LOCATION**

3055 Richmond Road, and as shown on Document 1.

**SYNOPSIS OF APPLICATION**

The subject site is located on the north side of Richmond Road, east of Bayshore drive. Surrounding land uses consist of low-rise residential uses, with the Bayshore Shopping Centre and Bayshore future O Train station located approximately 1 kilometre west of the site.

The proposed development is a mid-rise, five-storey apartment dwelling containing 21 dwelling units, consisting of a mix of studio, one-bedroom, and two-bedroom units. A step down is provided at the rear (north) of the building to maintain a four-storey transition. A basement level parking garage is also provided, containing nine resident parking spaces.

The proposed vehicular access is along the west side of the property, with an entrance to the garage located beneath the building. The proposal also includes 26 bicycle parking spaces in both exterior and interior locations. The proposed garbage enclosure, which is intended for private collections service, is also located within the parking garage area, with a pickup area adjacent to the driveway.

**Residential Units and Types**

<b>Dwelling Type</b>	<b>Number of Units</b>
Apartment	21

**Related Applications**

The following applications are related to this proposed development:

- Zoning By-law Amendment – D02-02-22-0090

**DECISION AND RATIONALE**

This application is approved for the following reasons:

- The proposal conforms to the policies of the Official Plan. The subject site is designated Mainstreet Corridor, which permits a more urban built form with permitted building heights between two and 40 storeys subject to transition policies. Further, the proposal is located within one kilometre of a future O Train Station (Bayshore), providing additional housing options in proximity to transit.
- The proposal is in conformity with the Zoning By-law. A zoning by-law amendment was obtained to permit the proposed mid-rise apartment building with site specific conditions addressing the driveway width, reduced parking, and setbacks. The zoning by-law amendment is in full force and effect. The proposed mid-rise apartment is in conformity with the approved zoning.
- The proposal has provided tree planting and soft landscaping within the side and rear yards to support transition and increase the canopy coverage.
- The approval includes conditions to ensure the proposal is in conformity with City policies and guidelines.
- The proposal represents appropriate sign design and 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 Theresa Kavanagh is 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.

## **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 the complexity of the issues associated with the site servicing.

**Contact:** Amanda Davidson Tel: 613-580-2424, ext. 32524 or e-mail: [amanda.davidson@ottawa.ca](mailto:amanda.davidson@ottawa.ca)

# Document 1 – Location Map



		<b>LOCATION MAP / PLAN DE LOCALISATION</b> <b>ZONING KEY PLAN / SCHÉMA DE ZONAGE</b> <b>SITE PLAN / PLAN D'EMPLACEMENT</b>	
D02-02-22-0090	25-1244-X	 <b>3055 chemin Richmond Road</b>	
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