



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

Site Location: 3610 Innes Road

File No.: D07-12-24-0141

Date of Application: November 4, 2024

This SITE PLAN CONTROL application submitted by Novatech, on behalf of Glenview Homes (Innes), is APPROVED upon resolution of the conditions stated in this report

And the following plans are approved:

1. **Site Plan**, Drawing No. 19221, revision 8, prepared by Korsiak, dated September 10, 2025.
2. **Landscape Plan**, Drawing No.L01,revision 6,prepared by NAK, dated October 15, 2025.
3. **Park Fit Plan**, prepared by NAK, dated February 7, 2025
4. **General Plan of Services**, Drawing Number: 118224-MD-GP, Revision 3, prepared by Novatech, dated August 15, 2025.
5. **Erosion & Sediment Control Plan**, Drawing Number: 118224-MD-ESC, Revision 3, prepared by Novatech, dated August 15, 2025.
6. **Grading Plan**, Drawing Number: 118224-MD-GR, Revision 3, prepared by Novatech, dated August 15, 2025.
7. **Sanitary Drainage Area Plan**, Drawing Number: 118224-MD-SAN, Revision 3, prepared by Novatech, dated August 15, 2025.
8. **Storm Drainage Area Plan**, Drawing Number: 118224-MD-STM, Revision 3, prepared by Novatech, dated August 15, 2025.

And as detailed in the following report(s):

1. **TCR memo**, prepared by Kilgour & Associates Ltd., dated October 16, 2024
2. **Environmental Noise Assessment**, prepared by Gradient Wind, dated November 14, 2025
3. **TIA Addendum Letter**, prepared by Novatech, dated February 18, 2025
4. **Geometric Roadway Design Drawings**, revision 7, prepared by Novatech, dated February 13, 2025
5. **Site Servicing and Stormwater Management Report**, Report Reference: R-2024-107, prepared by Novatech, dated November 1, 2024, *revised March 5, 2025.*

6. **Geotechnical Review – Tree Planting Restrictions & Setbacks**, PG4026-MEMO.15 Revision 4, prepared by Paterson Group, dated October 15, 2025.
7. **Geotechnical Investigation**, Report PG4026–3 Revision 2, prepared by Paterson Group, dated October 15, 2025
8. **“Fill and Contaminated Groundwater Delineation Program**, 3604-3646 Innes Road, Ottawa, Ontario”, PE3937-LET.03, prepared by Paterson Group, dated February 8, 2017.
9. **“Phase I Environmental Site Assessment**, 3610 Innes Road, Ottawa, Ontario (WSP, dated April 7, 2020)”, PE6537-LET.01, prepared by Paterson Group, dated October 18, 2024.
10. **Conceptual Site Model** by WSP dated February 11, 2021.
11. **Quote for Environmental Remedial Action** by Paterson dated February 15, 2017

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. **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.

2. **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.

3. **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.

4. **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.

5. **Construct Sidewalks**

The Owner shall design and construct sidewalk(s) within public rights-of-way or on other City owned lands to provide a pedestrian connection from or to the site as may be determined by the General Manager, Planning, Development and Building Services. Such sidewalk(s) shall be constructed to City Standards.

6. **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.

7. **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.

8. **Development Charges**

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

SPECIAL CONDITIONS

9. **Asphalt Overlay**

Due to the number of road cut permits required to service this development, the Owner shall install an asphalt overlay over the total area of the public driving surface of Ventus Way, fronting the subject lands, as shown on the approved Grading Plan, referenced in Schedule "E" hereto. The overlay shall be carried out to the satisfaction of the General Manager, Planning, Development and Building Services. The Owner acknowledges and agrees that all costs are to be borne by the Owner. The overlay may be completed as part of the final road construction as part of the corresponding subdivision agreement (File # D07-16-19-0014).

10. **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 approved drawings inherently have been granted an exemption of by-law for the number of private accesses based on the site plan circulation.

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.

11. **Noise Control Attenuation Measures**

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

- (a) For Blocks 1 unit 1-6, Block 6 units 1, 9-12, Block 7 unit 1-2, 7-8 and Block 9 unit 1-4, 8, are 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 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 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 C – Forced Air Heating System and Ducting (For Block 1 units 7-12, Blocks 2-5, Block 6 units 2-8, Block 8 and Block 10)

"This dwelling unit has been designed with the provision for adding central air conditioning at the occupant's discretion, Installation of the center air conditioning by the occupant in low and medium density development will allow windows and exterior doors to remain closed, thereby ensuring that the indoor sound levels are within the sound level limits of the Municipality and the Ministry of the Environment"

Type D – Central Air Conditioning (For Block 1 units 1-6, Block 6 units 1, 9-12, Block 7 units 1-2, 7-8, Block 9 units 1-4, 8)

"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."

Type E – Proximity to Adjacent Industry (For Block 1 units 1-6, Block 6 units 1, 9-12, Block 7 units 1-2, 7-8, Block 9 units 1-4, 8)

“The purchaser/lessee for themselves, their heirs, executors, administrators, successors and assigns, acknowledges being advised that due to the proximity of the adjacent car wash and commercial building(s) sound levels from the facilities may at times be audible.”

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.”

ENGINEERING

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. Protection of City Sewers

- (a) Prior to the issuance of the commence work notification, the Owner shall, at its expense:
 - (i) obtain a video inspection of the City Sanitary (from MHSA79197 to MHSA79039) and Storm (from MHST89264 to MHST88875) Sewer Systems within Ventus Way 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 City Sanitary (from MHSA79197 to MHSA79039) and Storm (from MHST89264 to MHST88875) Sewer Systems within Ventus Way 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 Sanitary Sewer and Storm Sewer Systems within Ventus Way and compensate the City for the full amount of any required repairs to the City Sewer System.
- (c) The inspections may be completed as part of the final road construction as part of the corresponding subdivision agreement (File # D07-16-19-0014).

15. **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.

16. **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.

17. **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.

18. **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.

19. **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.

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

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

21. **Vibration Monitoring**

The Owner agrees and acknowledges that prior to commencing site alteration or construction that vibration monitoring shall be undertaken by a Professional Engineer licensed in the province of Ontario. Vibration levels shall not exceed those determined by the City and Province to cause damage to adjacent buildings and structures. The Owner may consider offering pre-construction surveys to adjacent/abutting properties, to validate damage claims or indemnify and save harmless. The Owner agrees to maintain vibration monitoring records during construction, which shall be made available to the General Manager, Planning, Development and Building Services upon request. The Owner agrees and acknowledges that the City shall be indemnified from any damage claims resulting from construction activities.

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, 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.

PLANNING AND OTHER

23. **Waste Collection**

The Owner acknowledges and agrees that the City will provide curb-side garbage and organic waste collection for the residential units.

24. **Parkland Dedication**

- (a) The Owner acknowledges and agrees that the conveyance requirement to the City is 1600 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 conveyance of parkland (residential > 18 units/net ha):
 - i. one hectare per 600 net residential units but shall not exceed a maximum of 10% of the gross land area where less than or equal to five hectares.

25. **Conveyance of Parkland**

Prior to registration of the Site Plan Agreement, the Owner shall convey parkland to the City, at no cost to the City, being Part Insert Part on 4R-Insert Plan Number (hereinafter referred to as "Park Land"), in accordance with the Planning Act, RSO 1990, c P.13 and the City's Parkland Dedication By-law, being By-law No. 2022-280, as amended, to the satisfaction of the General Manager, Recreation, Cultural and Facility Services.

26. **Street Name and Signs**

- (a) 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.
- (b) 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.
- (c) 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.

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 2 metre easement for pedestrian access along pedestrian walkway for the west property edge to Fellowship Private and Gathering Private and then following the private streets to Ventus Way, 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.

AGENCIES

28. Rideau Valley Conservation Authority

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

PARK LAND REQUIREMENTS, PARK DESIGN AND CONSTRUCTION, AND PARK PROTECTION

29. Park Land Requirements

- (a) The Owner shall be responsible for the construction and installation of the base park improvements for the Park Land (the 'Base Park Improvements') at their sole expense.
- (b) The Base Park Improvements will include the following:
 - (i) demolition, removal and disposal of all existing materials, structures and foundations;
 - (ii) grading (including cut and/or fill) where necessary to bring the Park Land to site plan grades and to provide positive surface drainage, in accordance with the approved Grading and Drainage Plan;
 - (iii) topsoil supply and placement, minimum of 150 mm;
 - (iv) seed and/or sod #1 nursery grade or equivalent value;
 - (v) fencing to City standard;
 - (vi) street trees along all public road allowances, which abut future City owned parkland;
 - (vii) all necessary drainage systems including connections to municipal services as required; and
 - (viii) Unless otherwise specified, the Owner shall provide the following services and utilities to all Park Land:
 - i. A 300mm diameter storm sewer and Catch Basin/Manhole at 2m inside the park property line;
 - ii. A 50mm diameter water line complete with water vault chamber at 2m inside the park property line as per city standard details for unit price contracts. Costs for the water vault chamber and water meter, if ultimately required, shall be paid for by the City or be included as part of the maximum park construction budget for the park;
 - iii. 150mm diameter sanitary sewer and Manhole at 2m inside the park property line;

All work shall be completed in accordance with the approved Plans and Reports referenced in Schedule "E" herein and to the satisfaction of the General Manager, Planning, Development and Building Services and the General Manager, Recreation, Cultural and Facility Services.

- (c) The Owner acknowledges and agrees that no stormwater management facilities, overland flow routes, and/or encumbrances of any kind, such as, but not limited to, retaining walls, utility lines, agreements and/or easements of any kind shall be located on, under, or above dedicated Park Land, save and except any utilities lines required by the City, and shall be removed and/or released from the Park Land, prior to the conveyance of the said lands to the City. Any utilities presently located within the Park Land, must be relocated at the Owner's sole expense.
- (d) Notwithstanding the transfer of the Park Land, the Owner acknowledges and agrees that the Owner will retain all liability for the transferred Park Land, until Final Acceptance of the Base Park Improvements, and that said transfer will in no way exonerate the Owner from its responsibility pursuant to the terms of the Site Plan Agreement. The Owner, on behalf of himself, his heirs, executors, administrators and assigns, including his successors in title, covenants and agrees to indemnify and save harmless the City from all actions, causes of actions, suits, claims or demands whatsoever which arise directly from the interim use by the Owner of the Park Land.
- (e) The Owner acknowledges and agrees that it is the responsibility of the Owner to rough grade the park where necessary to meet Site Plan grades and provide for positive surface drainage across the Park Land, as per the approved Grading and Drainage Plan referenced in Schedule "E" hereto. If fill is required, it shall be comprised of clean earth borrow, compacted and leveled within the Park Land accordingly as per the City Standards for Park Fill and rough grading. All at the expense of the Owner.

Any fill imported to the Park Land must be conducted in accordance with the excess soils regulations, as amended. Documentation of the source and quality of the fill to be imported must be approved by a Qualified Person, as defined by Ontario Regulation 153/04, as amended. Soils must be tested to the minimum parameter list as specified in the excess soils regulations. Importation of soils with no chemical testing will not be permitted. Additional testing may be required by the Qualified Person as defined in the regulation.

Copies of all records related to all soils imported to the Park Land must be provided to the City. All works and fill materials are to be approved by the General Manager, Planning, Development and Building Services Department prior to being placed on site.

All work shall proceed in accordance with the applicable regulations and according to the current (at time of work) approved City details and specifications.

- (f) The construction of the Base Park Improvements to the Park Land shall be completed within 2 years of when the east block of homes is fully occupied and construction access removed. Unforeseen delays (e.g. weather) resulting in the late completion of the construction of the Base Park Improvements to the Park Land may be taken into consideration and the

date for completion may be extended, at the sole discretion of the General Manager, Recreation, Cultural and Facility Services.

- (g) The Owner shall submit, as set out in Schedule "B" herein, securities at the rate per hectare and indexing rate utilized for park development. A park review and inspection fee will further be collected and is based on 4% (+HST) of the park development rate for the site and in accordance with the City's Planning Fees By-law, as amended.
- (h) Once a Facility Fit Plan is submitted and after tree protection fencing has been installed accordingly, both as approved by the General Manager, Recreation, Cultural and Facility Services Department, the Owner may remove vegetation, trees and topsoil from the Park Land to facilitate rough grading of the area.

If the native topsoil has been removed from the Park Land, the Owner agrees to provide replacement topsoil, outside of the Park Development Budget, at a sufficient depth and quality for parks as per City Standards for park topsoil. All work shall proceed in accordance with the applicable regulations. The Owner shall level and grade such topsoil as required by the City.

- (i) The City acknowledges and agrees that the Owner may use the Park Land outside of the protected park areas for construction access, the stockpiling of materials or staging as needed. The Owner agrees to conduct the stockpiling of soils in accordance with the excess soils regulation, as amended.

The Owner agrees contaminated soils shall not be stockpiled on future park areas. The Owner agrees to provide to the City documentation of the source and quality of the soils temporarily stored on the future park areas.

The Owner acknowledges and agrees that, in the event the Owner chooses to use the Park Land for stockpiling or staging, once this use of the parkland is completed, all materials will be removed from the Park Land and a geotechnical report prepared by a geotechnical engineer or geoscientist, licensed in the Province of Ontario, be submitted. The geotechnical report shall confirm that the subgrade is suitable for its intended use and that no contaminants have been deposited on the Park Land. The geotechnical report must indicate the level of soil compaction on the site and conform to City Standards, to the satisfaction of the General Manager, Planning, Development and Building Services.

The Owner agrees that any remediation required to the Park Land as result of the Owners use of the Park Land will be at the Owner's expense and will be in addition to the estimated Park Development Budget and such remediation work shall be completed to the satisfaction of the General Manager, Planning, Development and Building Services.

- (j) The Owner acknowledges and agrees to undertake a geotechnical and soils analysis of the Park Land to determine its composition and drainage characteristics to a minimum 2 metre depth. The Owner shall clearly

demonstrate to the satisfaction of the General Manager, Planning, Development and Building Services that the soils in the Park Land are capable of supporting the development of park facilities such as, but not limited to, pathways, children's playgrounds, park shelters, and vegetation growth.

(k) Record of Site Condition

The Owner shall submit to the General Manager, Planning, Development and Building Services and the Director, Buildings Code Services, a Record of Site Condition (RSC) completed in accordance with the O.Reg. 153/04 and acknowledged by the Ministry of Environment, Conservation and Parks. The RSC shall confirm that all of the Lands are suitable for the proposed use, including the park, in accordance with O.Reg. 153/04. The Owner acknowledges and agrees the City may issue a building permit on a phased basis to allow for site investigation and remediation activities and if permitted by O.Reg. 153/04. Further works shall not be permitted until the RSC is submitted.

30. **Park Design and Construction**

- (a) The Owner acknowledges and agrees to design and construct at its cost the Park Land, identified as Part 46 on 4R-xxxx, in accordance with City Specifications and Standards. The Owner further agrees to provide for approval, design plans and documents as detailed in the Park Development Manual (and as amended) for the park(s). The plans and documents will detail the designs, costs and amenities to be provided on the Park Land. The expected cost of the design, construction, review and inspection of these parks will be in accordance with the indexing rate per hectare utilized for park development by the City at the time of registration of Site Plan Agreement and shall be referred to as the "Park Development Budget".

The design plans and documents as well as the final Park Development Budget shall be subject to approval by the City, all to the satisfaction of the General Manager, Recreation, Cultural and Facility Services.

- (b) The Owner acknowledges and agrees the Park Development Budget does not include any preliminary and/or remedial work necessary to bring the Park Land to the Base Park Improvements including, but not limited to, park servicing 2m inside the park property line, filling of the Park Land to meet the approved Grading and Drainage Plan referenced in Schedule "E" hereto, and removal of trees. Any preliminary and/or remedial works necessary shall be at the cost of the Owner and to the satisfaction of the General Manager, Planning, Development and Building Services.
- (c) The Owner covenants and agrees to coordinate the identification and possible removal of any existing trees and vegetation from the Park Land, including any trees identified for preservation, with the City Park Planner, Recreational, Cultural & Facility Services Department. The opportunity to retain existing vegetation on the Park Land, including any trees identified for preservation, is subject to the detailed design of the park. A tree permit must

be issued prior to removal of the trees within the Park Land and the specific trees to be retained within the Park Land must be fenced with protective fencing at the critical root zone. Such fencing is to be inspected and approved by the City Forester and Park Planner, Recreational, Cultural & Facility Services Department prior to the issuance of a tree removal permit.

- (d) All Owner obligations associated with the Park Land must be completed to the satisfaction of the General Manager, Planning, Development and Building Services within 2 years that the east block of homes is fully occupied and construction access removed., or at such date as approved in writing by the General Manager, Recreation, Cultural and Facility Services.
- (e) The Owner and the General Manager of Recreation, Cultural and Facility Services may, if it is mutually beneficial to both parties, enter into an agreement whereby the Owner will provide funding to the City for the design and the construction of the Park Land. The City will proceed with the design and construction of the park as per the typical City-build park process as described in the Parks Development Manual. The timing of the park construction will be at the discretion of the City.

The expected cost of the park(s) works to be paid to the City will be based on the indexing rate per hectare utilized for park development by the City at the time of registration, (referred to as the Park Development Budget), plus a 5% administrative fee for City forces to execute the project plus 13% HST on the total amount. The funding for park works will be paid to the City at the time of registration. All standard site plan conditions associated with the Base Park Improvements, including but not limited to: fencing, fill and rough grading, topsoil replacement, tree removal and services stubbed to within 2.0 m inside the Park Land will remain a site plan cost to be covered by the Owner separate from the Park Development Budget.

31. **Protection of Public Park Land**

- (a) Save and except as contemplated by Condition 29 Park Land Requirements Condition (i) herein, the Owner shall neither deposit, nor permit to be deposited, fill, snow, debris, building materials, granular, excavated materials, topsoil or construction equipment, nor allow vehicle parking, storage or access for any purposes on the Park Land. Furthermore, the Owner shall neither remove nor permit to be removed any fill, topsoil, trees, vegetation or shrubs from on the Park Land, without the prior consent of the General Manager, Planning, Development and Building Services.
- (b) The Owner shall cause the lands conveyed, designated as Part 46 on 4R-xxxx, to the City for park purposes, to be identified by permanent markers and, if required, temporary markers at the Owner's expense. The Owner shall install and maintain temporary fencing adjacent to Part 46 on 4R-xxxx. The markers and temporary fencing shall be of a type and placed in such a location and at such times as are satisfactory to the General Manager, Planning, Development and Building Services.

- (c) The Owner shall install tree protection fencing around the tree(s) to be retained within the Park Land. Fencing shall be installed prior to any site Works and shall be maintained in good order throughout the construction period. Any removal or revisions to the location of protection fencing shall be to the satisfaction of the General Manager, Planning, Development and Building Services.
- (d) Trees or shrubs which have been or are hereafter removed from the Park Land in contravention of the Site Plan Agreement shall, at the City's option, be replaced by the Owner, at the expense of the Owner, with nursery stock of a variety and quality equivalent to or better than the trees and/or shrubs removed.

32. **Notice on Title – Parkland**

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:

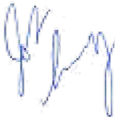
The Owner, or any subsequent owner of the whole or any part of the subject lands, acknowledges and agrees that all agreements of purchase and sale or lease agreements shall contain the following clauses, which shall be covenants running with the subject lands:

"The purchaser/lessee for themselves, their heirs, executors, administrators, successors and assigns, acknowledges being advised that the parkland within the vicinity of the subject lands may have active hard and soft surface recreational facilities, buildings and supporting infrastructure. These amenities may include lit facilities and may generate noise by users using these facilities and amenities."

"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."

January 20, 2026

Date



John Sevigny
Manager, Development Review East,
Planning, Development and Building
Services Department



SITE PLAN CONTROL APPROVAL APPLICATION SUPPORTING INFORMATION

File Number: D07-12-24-0141

SITE LOCATION

3610 Innes Road, and as shown on Document 1.

SYNOPSIS OF APPLICATION

The subject site is located south of Innes Road and east of Lamarche Avenue. The development has approximately 68 metres of frontage along Ventus Way, a local road extending south from Innes Road that bisects the property into two parcels: Site A (west) and Site B (east). Ventus Way forms part of The Commons subdivision and provides a north–south connection between the subdivision to the south and Innes Road to the north.

The lands to the east and west are vacant and are slated for future residential development. To the south is The Commons subdivision, located along Ludis Way and Ventus Way which has been registered. To the north are a car wash and a U-Haul self-storage establishment.

The subject site currently vacant and irregular in shape. The parcel located west of Ventus Way is known as Block 86, Plan 4M-1757, while the parcel to the east of Ventus Way is known as Block 85, Plan 4M-1757.

The applicant has submitted a Site Plan Control application to permit 98 back-to-back townhouse units and a 0.16-hectare public park, distributed across 10 blocks. Blocks 1–5 are located on Site A to the west while Blocks 6–10 and the public park are located on Site B to the east. The proposed townhouse dwellings are three storeys in height (11 m), and a total of 101 parking spaces are provided.

The site plan is serviced by the infrastructure approved through the subdivision servicing review.

There are specific conditions related to stationary noise conditions from the commercial uses to the north of the site. The impacted units will require to be constructed with air conditioning units and notices will be placed on title. There are also special conditions related to construction of the park that has been dedicated as part of this application. The owner will be required to construct the park.

Residential Units and Types

Dwelling Type	Number of Units
Apartment	
Stacked	
Townhouse	98
Semi-detached	
Detached	

Related Applications

The following applications are related to this proposed development:

- Zoning By-law Amendment – D02-02-23-0101
- Plan of Condominium – D07-04-25-0010

DECISION AND RATIONALE

This application is approved for the following reasons:

The subject property is located just north of the East Urban Community Design Plan boundary. However, the proposed units are consistent with those design principles in the neighbouring plan

The proposal was designed to conform with the AM zone in the Consolidated Zoning By-law 2008-250.

The approval is subject to the attached conditions. The conditions have been selected to ensure that this development will be constructed to the satisfaction of the General Manager, Planning, Development and Building Services.

The approved development is consistent with the approved design guidelines and represents good planning.

PARKLAND DEDICATION

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

CONSULTATION DETAILS

Councillor's Comments

Councillor Catherine Kitts was aware of the application related to this report.

Public Comments

This application was subject to public circulation under the Public Notification and Consultation Policy. There was no public comment received online.

Technical Agency/Public Body Comments

Summary of Comments –Technical

N/A

Response to Comments –Technical

N/A

Advisory Committee Comments

Summary of Comments – Advisory Committees

N/A

Response to Comments – Advisory Committees

N/A




APPLICATION PROCESS TIMELINE STATUS

This Site Plan application was not processed by the On Time Decision Date. The Council approved timeline to provide time to resolve issues with the applicant.

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

Document 1 – Location Map



		LOCATION MAP / PLAN DE LOCALISATION SITE PLAN / PLAN D'EMPLACEMENT	
D07-12-24-0141	24-1283-R		3610 ch. Innes Rd. Blocks / îlots 85 & 86
I:\CO\2024\Site\Innes_3610			
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REVISION / RÉVISION - 2024 / 11 / 12			
			 <small>NOT TO SCALE</small>