



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

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Site Location: 1101 Spoor Street (previously addressed 1053 March Road)

File No.: D07-12-25-0039

Date of Application: March 27, 2025

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This SITE PLAN CONTROL application submitted by Novatech, on behalf of CU Developments Inc., is APPROVED upon resolution of the conditions stated in this report.

The following plans and reports are APPROVED:

1. **East and South Elevations Block 1, A3.01.1**, prepared by Hobin Architecture, dated 09-30-2024, revision 2 dated 2025-05-09
2. **West and North Elevations Block 1, A3.02.1**, prepared by Hobin Architecture, dated 09-30-2024, revision 2 dated 2025-05-09
3. **North and West Elevations Block 2, A3.01.2**, prepared by Hobin Architecture, dated 09-30-2024, revision 2 dated 2025-05-09
4. **South and East Elevations Block 2, A3.02.2**, prepared by Hobin Architecture, dated 09-30-2024, revision 2 dated 2025-05-09
5. **North and West Elevations Block 3, A3.01.3**, prepared by Hobin Architecture, dated 09-30-2024, revision 2 dated 2025-05-09
6. **South and East Elevations Block 3, A3.02.3**, prepared by Hobin Architecture, dated 09-30-2024, revision 2 dated 2025-05-09
7. **Erosion and Sediment Control Plan, 122144-ESC**, prepared by Novatech, dated March 21/25, Revision 2 dated May 09/25.
8. **Copperwood Flats, Block 125 1075 March Road, Ottawa Noise Impact Feasibility Report**, prepared by Novatech, dated March 21, 2025.
9. **Copperwood Estate Block 125 & Block 130 Site Plan Applications Combined Environmental Impact Statement & Tree Conservation Report – Addendum #1 (Revised)**, prepared by McKinley Environmental Solutions, dated March 21<sup>st</sup>, 2025.
10. **Phase 1 – Environmental Site Assessment Update Copperwood Flats – Blocks 127 and 132 (formerly known as Blocks 305 and 307) Ottawa, Ontario**, prepared by Paterson Group, dated February 18, 2025.

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, 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. Update to Plans and Reports**

The Owner acknowledges and agrees, prior to the preparation of the Site Plan Agreement or issuance of a Commence Work Notification, to update the list of required plans and studies listed below to address the comments from the formal review letter dated June 25, 2025, to the satisfaction of the General Manager, Planning, Development and Building Services. The Owner further acknowledges and agrees that the submission may necessitate changes to the plans and reports approved herein. If necessary, the Owner further acknowledges and agrees to provide all revised plans and reports to the General Manager, Planning, Development and Building Services prior to preparation of the Site Plan Agreement or the issuance of a Commence Work Notification.

#### Plans requiring revision:

1. **Phase 1 - Block 125 Site Plan**, SP1, prepared by Hobin Architecture, dated Apr 2024, revision 14 dated 2025-03-21
2. **Notes and Details**, 122144-ND, prepared by Novatech, dated March 21/25, Revision 2 dated May 09/25
3. **Landscape Plan**, 122144-125-L1, prepared by Novatech, dated March 21/25, Revision 2 dated May 09/25
4. **Landscape Details**, 122144-125-L2, prepared by Novatech, dated March 21/25, Revision 2 dated May 09/25
5. **Canopy Cover and Soil Plan**, 122144-125-L3, prepared by Novatech, dated March 21/25, Revision 2 dated May 09/25
6. **Grading Plan, 122144-GR**, prepared by Novatech, dated March 21/25, Revision 2 dated May 09/25
7. **General Plan of Services, 122144-GP**, prepared by Novatech, dated March 21/25, Revision 2 dated May 09/25
8. **Elevations and Sections – Waste Storage and Hydro, A02**, prepared by Hobin Architecture, dated 09-30-2024, revision 2 dated 2025-05-09

Reports requiring revision:

1. **Copperwood Flats Block 125 Servicing and Stormwater Management Report**, prepared by Novatech, dated March 21, 2025, revised May 09, 2025.
2. **Geotechnical Investigation Proposed Residential Development Copperwood Flats Block 125**, prepared by Paterson Group, revised May 1, 2025

3. **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.

4. **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.

5. **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.

6. **Construction Fencing**

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

7. **Extend Internal Walkway**

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

8. **Completion of Works**

The Owner acknowledges and agrees that no new building will be occupied on the lands until all requirements with respect to completion of the Works as identified in this Agreement have been carried out and received Approval by the General Manager, Planning, Development and Building Services, including the installation of municipal numbering provided in a permanent location visible during both day

and night and the installation of any street name sign on relevant streets. Notwithstanding the non-completion of the foregoing Works, occupancy of a lot or structure may otherwise be permitted, if in the sole opinion of the General Manager, Planning, Development and Building Services, the aforesaid Works are proceeding satisfactorily toward completion. The Owner shall obtain the prior consent of the General Manager, Planning, Development and Building Services for such occupancy in writing.

Until all requirements with respect to completion of the Works as identified in this Agreement have been carried out and received Approval by the General Manager, Planning, Development and Building Services, the Owner shall give notice to the City of a proposed conveyance of title to any building at least thirty (30) days prior to any such conveyance. No conveyance of title to any building shall be effective unless the Owner has complied with this provision.

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

9. **Development Charges**

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

**Special Conditions**

10. **Professional Engineering Inspection**

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

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. **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 Copperwood Flats, Block 125 1075 March Road, Ottawa Noise Impact Feasibility Report, referenced in Schedule "E" of this Agreement, as follows:

- (a) each unit is to be fitted with a forced air heating system and ducting, and shall be sized to accommodate 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;

14. **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 B – Increasing Roadway Traffic**

“The purchaser/lessee for themselves, their 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 / rail / air traffic 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**

“The purchaser/lessee for themselves, their heirs, executors, administrators, successors and assigns, acknowledges being advised that this dwelling unit has been fitted with a forced air heating system and the ducting, etc. was sized to accommodate central air conditioning. Installation of central air conditioning by the purchaser/lessee will allow windows and exterior doors to remain closed, thereby ensuring that the indoor sound levels are within the City of Ottawa’s and the Ministry of the Environment, Conservation and Parks’ noise criteria.”

“The purchaser/lessee for themselves, their heirs, executors, administrators, successors and assigns, acknowledges and agrees it shall identify the location and install any outdoor air conditioning device(s) so as to comply with the noise criteria of the Ministry of the Environment, Conservation and Parks’ Publication NPC-216, dated 1993, and the Environmental Noise Guidelines for Installation of Residential Air Conditioning Devices, dated September 1994, as amended, in order to minimize the noise impacts both on and off the immediate vicinity of the subject lands.”

**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. 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 approved 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.

16. **Retaining Wall**

The Owner agrees to submit to the General Manager, Planning, Development and Building Services, prior to issuance of a building permit, details of the retaining walls which are greater than one metre in height, as shown on the approved Grading Plan and Landscape Plan referenced in Schedule "E" hereto, which shall be designed and prepared by a Professional Structural Engineer, licensed in the Province of Ontario, to the satisfaction of the General Manager, Planning, Development and Building Services. The Owner shall provide confirmation to the General Manager, Planning, Development and Building Services that the Professional Structural Engineer has inspected and confirmed that the retaining walls have been constructed in accordance with the approved retaining wall details.

17. **Groundwater Management**

The Owner acknowledges and agrees to retain an environmental consultant to test groundwater to be removed from the site during and after redevelopment. If through further testing the groundwater samples are found to be contaminated, all contaminated groundwater must be removed, managed or treated in accordance with appropriate Ontario regulations and/or discharged in accordance with the City's Sewer Use By-law, being By-law No. 2025-94, as amended.

18. **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 Spoor Street and Buckbean Avenue frontages (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 Spoor Street and Buckbean Avenue and 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 Spoor Street and Buckbean Avenue 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 Spoor Street and Buckbean Avenue 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 Spoor Street and Buckbean Avenue and compensate the City for the full amount of any required repairs to the City Sewer System.

19. **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.

20. **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.

21. **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.



22. **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.

23. **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.

24. **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.

25. **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 Buckbean Avenue and Spoor Street rights-of-way as shown on the approved Landscape Plan referenced in Schedule “E” herein, including all plant and landscaping material (except municipal trees), walkways, pavers, and benches. 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.

26. **Removal of Holding Symbol**

The Owner acknowledges and agrees that the holding symbol applicable to the site as per Urban Exception 2818 must be removed prior to the registration of Site Plan Agreement, the issuance Commence Work Notification or the issuance of any building permit.

27. **Subdivision Agreement**

The Owner acknowledges and agrees that this approval is subject to all conditions of the Plan of Subdivision approval D07-16-18-0023 and the Subdivision Agreement registered as Instrument No. OC2801759.

28. **Waste Collection**

The Owner acknowledges and agrees that residential cart (and/or container) garbage, recycling, and organic waste collection will be provided by the City from a centralized refuse room or area. The Owner shall provide, at its own expense, adequate storage for the containers and carts and acknowledges it is recommended that they be placed on a concrete floor. The Owner shall provide an adequately constructed road for direct access to the garbage/recycling/organic waste storage room or area suitable for garbage/recycle/organic waste collection vehicles. Any additional services (i.e. winching of containers) may result in extra charges. It is expressly acknowledged that this service may be amended or discontinued at the City's sole discretion, if in the City's opinion, access is not appropriate or due to policy/process changes within the operating department.

29. **Parkland Dedication**

The Owner acknowledges and agrees that the conveyance requirement to the City is 1,200 sq m, taken in the form of land through the associated Plan of Subdivision application D07-16-18-0023.

Net gain in residential units	“36” units	
Development Type	Calculation	Conveyance Requirement (m²)
Residential > 18 units/net hectare	36 units @ 33.33 m2 per net residential unit (conveyance of land)	1,200 m²
Total Conveyance Requirement		1,200 m²

30. **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.

31. **Mississippi Valley Conservation Authority**

The Owner acknowledges and agrees to obtain any required approvals and/or permits from the Mississippi 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.

32. **Kanata North Landowner's Group**

Prior to the registration of this Agreement, or issuance of a Commence Work Notification or Building Permit, the Owner agrees to provide the City with a clearance letter from the Trustee of the Kanata North Landowners Group confirming that the Owner is party to the Kanata North Landowners Group and that Cost Sharing Agreements (if applicable) and all of the obligations, financial and otherwise, of the landowner(s) of this site plan have been fulfilled pursuant to the Landowners Agreement.

33. **Notice on Title – School Accommodation**

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 Ottawa-Carleton District School Board has pupil accommodation concerns for this dwelling unit. The purchaser/lessee agrees to inform prospective purchasers or tenants in all subsequent agreements of purchase and sale and lease agreements that school accommodation pressures exist in the Ottawa-Carleton District School Board, which are currently being addressed by the utilization of portable classrooms and/or by directing students to school outside their community."

"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.”

July 11, 2025

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Date



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Kersten Nitsche  
Manager (A), 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:** D07-12-25-0039

### SITE LOCATION

1101 Spoor Street, and as shown on Document 1.

### SYNOPSIS OF APPLICATION

The subject lands are located in the Copperwood Estates subdivision in Kanata North, west of March Road. The site is located at the south east corner of the intersection of Buckbean Avenue and Spoor Street, proposed roads within the Copperwood subdivision. Adjacent land uses consist of a stormwater pond to the east, a watercourse (Shirley's Brook) to the south, and institutional uses (fire station) to the north.

The proposed development is a planned unit development consisting of three 12-unit stacked townhomes, for a total of 36 dwelling units. Each stacked building will be three storeys. One access/egress is provided, on the east side of Spoor Street. The proposed development includes 45 vehicle parking spaces, being 38 resident parking spaces and 7 visitor parking spaces, within a surface parking lot located primarily on the east side of the site. Internal walkways are provided throughout the site, connecting the dwellings to the internal parking lot and to the multi-use pathway on the east side of Spoor Street. The proposed development also includes 396.36 square metres of private amenity space and 120.4 square metres of communal amenity space, for a total of 489.76 square metres of amenity space.

### Residential Units and Types

Dwelling Type	Number of Units
Stacked	36

### Related Applications

The following applications are related to this proposed development:

- Plan of Subdivision, D07-16-18-0023 (registered)

### DECISION AND RATIONALE

This application is approved for the following reasons:

- The site is located within the Suburban (West) Transect and is designated Neighbourhood, with an Evolving Neighbourhood Overlay. The Official Plan directs that development within Neighbourhoods shall be low-rise and of predominantly ground-oriented building typology, to provide a full range of low-rise housing options. The proposed development is for low-rise stacked townhouses, which conforms with the Official Plan direction.
- The site is subject to the Kanata North Community Design Plan (CDP). The proposed development conforms with the direction and vision of the Kanata North CDP.
- The proposal complies with the Zoning By-law, subject to lifting of the holding symbol.
  - The subject site is zoned R4Z[2818]-h (Residential Fourth Density, Subzone Z, Urban Exception 2818, subject to a holding symbol) which permits a range of residential uses. Planned Unit Development and Stacked Dwelling are both permitted uses in the zone.
  - The holding provision under Urban Exception 2818 outlines the following.
    1. Approval of detail design for the stormwater management pond and Shirley's Brook Tributary 2 realignment and restoration plan within the 1053, 1075 and 1145 March Road subdivision;
    2. Submission of an Environmental Compliance Approval application to the Ministry of Environment, Conservation and Parks for the stormwater management pond within the 1053, 1075 and 1145 March Road subdivision;
    3. Written permission from Mississippi Valley Conservation Authority based on Ontario Regulation 153/06 for the works outlined in item 1. above; and
    4. Provision of updated floodplain mapping for the Shirley's Brook Tributary 2 to the City of Ottawa by the Mississippi Valley Conservation Authority illustrating removal of the floodplain from the lot.
  - Condition 4 remains outstanding, pertaining to the updated flood plain mapping for the realigned Shirley's Brook Watercourse. The applicant is required to provide the updated mapping upon its completion and acceptance by the Mississippi Valley Conservation Authority. As part of this approval, it is a condition that the holding symbol be lifted prior to any issuance of a commence work notification or building permit.
- Landscaping and green space have been provided within the site.
- Conditions of approval have been included in this report to ensure the proposed development is constructed in conformity with City policies and guidelines, and that outstanding items are addressed prior to development proceeding.
- The proposal and site layout represents appropriate design and good planning under the current policy framework.

## **PARKLAND DEDICATION**

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

## **CONSULTATION DETAILS**

### **Councillor's Comments**

Councillor Cathy Curry was aware of the application related to this report.

### **Public Comments**

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

### **Technical Agency/Public Body Comments**

The applicant has been provided with comments from Hydro Ottawa, Enbridge Gas Distribution, Bell Canada, Ottawa-Carleton District School Board, and Mississippi Valley Conservation Authority. Comments provided will be required to be addressed with each agency, as applicable.

## **APPLICATION PROCESS TIMELINE STATUS**

This Site Plan application was processed by the On Time Decision Date. The Council approved timeline **has been met**.

**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

