



**SITE PLAN CONTROL APPROVAL APPLICATION
DELEGATED AUTHORITY REPORT
MANAGER, DEVELOPMENT REVIEW, WEST**

Site Location: 301 Palladium Drive

File No.: D07-12-15-0174

Date of Application: October 30, 2015

This SITE PLAN CONTROL application submitted by Michael Wright, on behalf of 301 Palladium Ltd., is APPROVED as shown on the following plan(s):

1. **Site Plan**, Sheet No. A100, prepared by KWC Architects Inc., dated 09 03 2015, revision 6 dated 20 Nov 2018.
2. **Landscape Plan**, Sheet Number L1, prepared by Gino J. Aiello Landscape Architect, dated August 2015, revision 7 dated November 29 2018.
3. **Building Elevations**, Sheet No. A300, prepared by KWC Architects Inc., dated 09 03 2015, revision 2 dated 31 Mar 2016.
4. **Site Servicing Plan**, Proposed Commercial Building, 301 Palladium Drive, Kanata ON, Drawing No.: SSP-1, prepared by Erion Associates, Project No.: EA 14-288, September 2015, Revision 11 dated 29.11.18.
5. **Grading Plan**, Proposed Commercial Building, 301 Palladium Drive, Kanata ON, Drawing No.: GP-3, prepared by Erion Associates, Project No.: EA 14-288, September 2015, Revision 11 dated 29.11.18.
6. **Profiles and Sediment Control**, Proposed Commercial Building, 301 Palladium Drive, Kanata ON, Drawing No.: PRSC-2, prepared by Erion Associates, Project No.: EA 14-288, September 2015, Revision 11 dated 29.11.18.
7. **Storm Drainage Area Plan**, Proposed Commercial Building, 301 Palladium Drive, Kanata ON, Drawing No.: SDA-4, prepared by Erion Associates, Project No.: EA 14-288, September 2015, Revision 10 dated 29.11.18.

And as detailed in the following report(s):

1. **Site Servicing & Stormwater Management Design Brief**, Proposed One Storey Commercial Building, 301 Palladium Drive, Project No.: EA-14-288, prepared by Erion Associates, dated October 2017.
2. **Geotechnical Investigation Report**, 301 Palladium Drive, Ottawa Ontario, DST File No.: IN-SO-021872, prepared by DST Consulting Engineers Inc., dated October 2015.
3. **Report Amendment #1**, Geotechnical Investigation Program, 301 Palladium Drive, Ottawa Ontario, File No.: IN-SO-021872, prepared by DST Consulting Engineers Inc., dated March 17, 2016.
4. **Site Lighting Certificate**, 301 Palladium Drive, prepared by McKee Engineering., File No.: 16108, dated April 26, 2016.
5. **Tree Conservation Report**, 301 Palladium Drive, prepared by IFS Associates, dated September 10, 2015.

And subject to the following Requirements, Standard and Special Conditions:

Standard Conditions

1. **Agreement**
The Owner shall enter into a standard site development agreement consisting of the following conditions. In the event the Owner fails to enter into such agreement within one year, this approval shall lapse.
2. **Permits**
The Owner shall obtain such permits as may be required from Municipal or Provincial authorities and shall file copies thereof with the General Manager, Planning, Infrastructure and Economic Development Department.
3. **Extend Internal Walkways**
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, Infrastructure and Economic Development Department.
4. **Barrier Curbs**
The Owner acknowledges and agrees that the parking areas and entrances shall have barrier curbs and shall be constructed in accordance with the approved drawings of a design professional, such drawings to be approved by the General Manager, Planning, Infrastructure and Economic Development Department.

5. **Water Supply for Fire Fighting**
The Owner shall provide adequate water supply for fire fighting for every building. Water supplies may be provided from a public water works system, automatic fire pumps, pressure tanks or gravity tanks.
6. **Reinstatement of City Property**
The Owner shall reinstate, at its expense and to the satisfaction of the General Manager, Planning, Infrastructure and Economic Development Department, any property of the City, including, but not limited to, sidewalks, curbs and boulevards, which is damaged as a result of the subject development.
7. **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, Infrastructure and Economic Development Department.
8. **Completion of Works**
The Owner acknowledges and agrees that no building shall be occupied on the lands, nor will the Owner convey title to any building 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, Infrastructure and Economic Development Department, 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, conveyance and/or occupancy of a lot or structure may otherwise be permitted, if in the sole opinion of the General Manager, Planning, Infrastructure and Economic Development Department, the aforesaid Works are proceeding satisfactorily toward completion. The Owner shall obtain the prior consent of the General Manager, Planning, Infrastructure and Economic Development Department for such conveyance and/or occupancy in writing.
9. **Snow Storage**
Any portion of the lands which is intended to be used for snow storage shall be shown on the approved Site Plan or as otherwise approved by the General Manager, Planning, Infrastructure and Economic Development Department. The grading and drainage patterns and/or servicing of the site shall not be compromised by the storage of snow. Snow storage areas shall be setback from property lines, foundations, fencing or landscaping a minimum of 1.5 metres. Snow storage areas shall not occupy driveways, aisles, required parking spaces or any portion of a road allowance.

The Owner acknowledges and agrees that any portion of the subject lands which is intended to be used for snow storage shall not interfere with the servicing of the subject lands.

10. **Provision of As-Built Drawings**

(a) The Owner shall submit to the Chief Building Official, a certified building location survey, prepared by an Ontario Land Surveyor, including foundations elevations, upon completion of the foundation, to ensure interim compliance with the relevant City Zoning By-Law.

(b) The Owner shall supply to the General Manager, Planning, Infrastructure and Economic Development Department, one set of mylar or plastic film as-built road, grading and service drawings including the location of all Works, certified under seal by a Professional Engineer, for City records on Acceptance and Approval of the works. Furthermore, the Owner shall provide the “as-built” information and the attribute data for the Works on a CD in a form that is compatible with the City’s computerized systems.

11. **Extension of Municipal Services**

The City will have no responsibility to install any extension to municipal services if determined to be required in order for the Owner to comply with this Agreement or with any provincial or municipal laws or by-laws. In cases where such an extension of municipal services is required, the Works shall be undertaken by and at the expense of the Owner and construction shall be to the standards established by the City for the installation of such municipal services. The Owner shall provide public liability insurance in a form acceptable to the City for any Works involving the extension of municipal services and obtain any required approvals and permits from the City.

12. **Erosion and Sediment Control**

The Owner agrees to implement the Erosion and Sediment Control Plan to provide protection for the receiving storm sewer during construction activities. This plan, to be used during construction, is intended to ensure that no sediment and/or associated pollutants are discharged to a receiving water course which could degrade water quality and/or impair fish or other aquatic habitat. The methods used should be regularly maintained to ensure effectiveness of the method and compliance with provincial/federal legislation pertaining to water quality and habitat.

13. **Site Servicing**

The Owner shall design and construct all site servicing to the approval of the General Manager, Planning, Infrastructure and Economic Development Department.

14. **Fire Fighting Performance Standards**

The Owner shall ensure that the building is served by access routes for fire fighting, as required, designed and constructed in accordance with the Ontario Building Code Act, and Regulations made thereunder. The approved access routes shall be maintained in accordance with the Fire Protection and Prevention Act, 1977. The Owner further agrees to abide by any City by-law relating to maintenance and signage of such access route. The locations of any fire hydrants and Siamese connections on the site shall be in accordance with the Ontario Building Code. Any required fire hydrants shall be installed and in service prior to the commencement of any structural framing for the building in the subject development.

15. **Dye Test Inspection**

The Owner shall not convey the subject lands or allow any building on the lands to be occupied until the Owner has filed with the General Manager, Planning, Infrastructure and Economic Development Department documentation certification by an independent Professional Engineer of the Province of Ontario, retain by the Owner and approved by the City, that the plumbing and lateral services have received and passed a dye test inspection.

16. **Video Examination**

Video examination of all proposed storm and sanitary sewer sewers 200mm or larger in diameter, shall be required by the General Manager, Planning and Growth Management, at the Owner's expense.

17. **Works on City Road Allowances**

Any works required to be done by the Owner on the City road allowances, shall be according to the specifications and by-laws of the City. The Owner, or its contractor, shall be required to obtain all the necessary permits for road cuts prior to disruption of the City road allowances and it is further understood and agreed that the aforementioned cuts shall be reinstated to the satisfaction of the General Manager, Planning, Infrastructure and Economic Development Department.

18. **Street Cleaning**

On a continuous basis during development, the Owner shall maintain all streets within the area in order that they are clear of mud, dust and other material, resulting from vehicles involved in development to the satisfaction of the General Manager, Planning, Infrastructure and Economic Development Department. The Owner shall prevent the 'flushing' of dirt and debris associated with development works into any sewers. Upon any default by the Owner to so maintain the streets, the General Manager, Planning, Infrastructure and Economic Development Department may, in his/her discretion, arrange for the required cleaning to be performed and the cost incurred by the City in doing shall be recovered by the City.

Special Conditions

1. **Permanent Features**

The Owner acknowledges and agrees that no permanent features shall be permitted above and below grade within the City's right-of-way, including commercial signage, except as otherwise shown on the approved Site Plan referenced in "Schedule E" herein.

2. **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 and Private Service Posts 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 Clerk and Solicitor. All costs shall be borne by the Owner.

3. **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, Infrastructure and Economic Development Department 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, Infrastructure and Economic Development Department.

4. **Protection of Existing Private Sewers**

- (a) Prior to the issuance of a building permit, the Owner shall, at its expense:
- (i) obtain a video inspection of the Private Sewer System within the Private Road prior to any construction to determine the condition of the existing Sewer System prior to construction on the lands and to provide said video inspection to the General Manager, Planning, Infrastructure and Economic Development Department.

- (b) Upon completion of construction on the lands, the Owner shall, at its expense and to the satisfaction of the General Manager, Planning, Infrastructure and Economic Development Department:
 - (i) obtain a video inspection of the existing Private Sewer System within the Private Road to determine if the Sewer System sustained any damages as a result of construction on the lands; and
 - (ii) assume all liability for any damages caused to the Private Sewer System and shall make the necessary repairs.

5. **Waste and Recycling Collection**

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

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

- (a) 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, structure, water wells and facilities likely to be affected by the blast, in particular, those within seventy-five (75) metres of the location where explosives are to be used. 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 (the "Notification Letter").
- (b) The Owner acknowledges and agrees that the Notification Letter(s) shall be in compliance with City Standard S.P. No. F-1201 and to the satisfaction of the General Manager, Planning, Infrastructure and Economic Development Department. Pursuant to City Standard S.P. No. F-1201, the Owner or its agents, contractors and subcontractors shall provide written notice to all owners and tenants of any building and/or facility located within a minimum of one hundred and fifty (150) metres from the blasting location at a minimum of fifteen (15) business days prior to any blasting. The Owner further acknowledges and agrees that it shall provide a copy of the Notification Letter(s) to the General Manager, Planning, Infrastructure and Economic Development Department prior to any blasting activities.

7. **Cash in Lieu of Parkland**

Upon execution of this Agreement, the Owner shall pay cash-in-lieu of parkland in the amount of **\$17,050.52** as referenced in Schedule "B" herein. The Owner shall also pay the parkland appraisal fee of \$500.00 plus H.S.T. of \$65.00, as referenced in Schedule "B" herein. Pursuant to the City's Parkland Dedication By-law, being By-law No. 2009-95, as amended, 40% of said funds collected shall be directed to City wide funds, and 60% shall be directed to Ward 9 [Account No.: 830298] funds.

8. **Tree Protection**

The Owner acknowledges and agrees that all trees to be retained, as shown on the approved Landscape Plan and identified in the Tree Conservation Report, referenced in Schedule "E" herein, shall be protected in accordance with the City's required tree protection measures. At a minimum, the following tree protection measures shall be applied during all on-site works:

- (a) Erect a fence at the critical root zone (CRZ) of trees, defined as ten (10 cm) centimetres from the trunk for every centimetre of trunk DBH (i.e., $CRZ = DBH \times 10cm$);
 - (b) Do not place any material or equipment within the CRZ of the tree;
 - (c) Do not attach any signs, notices or posters to any tree;
 - (d) Do not raise or lower the existing grade within the CRZ without the approval of the General Manager, Planning, Infrastructure and Economic Development Department;
 - (e) Tunnel or bore when digging within the CRZ of a tree;
 - (f) Do not damage the root system, trunk or branches of any tree; and
- Ensure that exhaust fumes from all equipment are not directed towards any tree's canopy.

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

The Owner acknowledges and agrees to install and maintain in good working order the required in-ground stormwater inlet control device, as recommended in the approved Storm Drainage 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. The inlet control device shall not be removed under any condition and shall be permanently affixed to the structure of the maintenance hole.

10. **Private Storm Sewer Connection to Private 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 existing storm sewer system until such time as either:

- (a) a certificate of conformance and As-Built drawing(s) 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, Infrastructure and Economic Development Department.

11. **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, Infrastructure and Economic Development Department, 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.

12. **Private Approach Detail**

The Owner acknowledges and agrees that all private approaches serving the proposed development shall be designed and constructed, at the sole expense of the Owner, in accordance with the City’s “Curb Return Entrances Curb Return at a Private Entrance” Plan, Drawing No. SC7.1, dated March 2007 and revised March 2013, and the Owner shall comply with the City’s Private Approach By-law, being No. 2003-447, as amended.

13. **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, Infrastructure and Economic Development 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, Infrastructure and Economic Development 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, Infrastructure and Economic Development Department, may order all Work in the project to be stopped, altered, retested or changed to the satisfaction of the General Manager, Planning, Infrastructure and Economic Development Department.

14. **Stormwater Works Certification**

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

15. **Site Dewatering**

The Owner acknowledges and agrees that while the site is under construction, any water discharged to the sanitary sewer due to dewatering shall meet the requirements of the City's Sewer Use By-law No. 2003-514, as amended.

16. **Water Plant**

The Owner acknowledges and agrees that the water plant within the lands is a private watermain. The Owner further acknowledges and agrees that the private watermain and appurtenances thereto are to be maintained by the Owner at its own expense, in perpetuity. The Owner performing maintenance on critical infrastructure, such as private watermains and private fire hydrants, shall maintain adequate records as proof of having done so in accordance with applicable regulations, and that the records shall be retained for review by the City and or the Fire Department when requested.

17. **Requirement for a Grease Trap**

In accordance with the City's Sewer Use By-law, being By-law No. 2003-514, as amended, the Owner acknowledges and agrees to install a grease

trap on the internal sanitary plumbing system when a restaurant is established on the lands.

18. **Installation of Signs on Private Property**

The Owner acknowledges and agrees it shall obtain approval from the Chief Building Official, Building Code Services prior to installation of any signs on the subject lands. The Owner further acknowledges and agrees that any such signs shall be installed in a location to the satisfaction of the Chief Building Official, Building Code Services and the General Manager, Planning, Infrastructure and Economic Development Department, and in accordance with the City's Permanent Signs on Private Property By-law No. 2005-439, as amended.

19. **Maintenance and Liability Agreement**

The Owner acknowledges and agrees it shall be required to enter into a Maintenance and Liability Agreement for the private concrete sidewalk placed in the City's right-of-way along Palladium Drive in accordance with City Specifications, and 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.

20. **Building Foundation Walls**

The Owner acknowledges and agrees to retain the services of a Professional Engineer, licensed in the Province of Ontario, to ensure that the building foundation walls are designed for internal hydrostatic pressure.

21. **Stormwater Storage Chamber Below Patio**

The Owner acknowledges and agrees to conduct routine inspection and maintenance of the stormwater storage chamber below the patio area in perpetuity and any noted deficiencies to the system must be completed immediately. The Owner further acknowledges and agrees that the inspection records and maintenance records shall be kept on file in perpetuity, and shall provide said records to the City upon its request.

22. **Retaining Walls**

The Owner acknowledges and agrees that it shall retain the services of a geotechnical engineer licensed in the Province of Ontario to inspect and confirm the construction of the retaining walls.

23. **Leak Detection Survey**

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, Public Works and Environmental 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, Public Works and Environmental Services when such repairs have been completed.

24. **Parking and Deliveries**

The Owner agrees that all parking and deliveries related to the function and operation of the development will occur and be accommodated on site; these activities will not be permitted on the public roads.

25. **Zoning By-law Amendment**

The Owner agrees that prior to the registration of this agreement, the Owner shall provide evidence that the concurrent zoning by-law amendment application has been approved by City Council with all opportunity for appeal exhausted.

March 1, 2019

Date



Derrick Moodie
Manager, Development Review
Development Review, West
Planning, Infrastructure and Economic
Development Department

Enclosure: Site Plan Control Application approval – Supporting Information

SITE PLAN CONTROL APPROVAL APPLICATION SUPPORTING INFORMATION

File Number: D07-12-15-0174

SITE LOCATION

301 Palladium Drive, and as shown on Document 1.

The site is approximately 4,950 square metres and is currently vacant. It is located south of Palladium Drive between Silver Seven Road and Terry Fox Drive within the Terry Fox Business Park. Several office buildings, as well as a hotel to the northeast surrounds the property.

SYNOPSIS OF APPLICATION

The applicant is proposing a one-storey, 670 square metre, stand-alone restaurant building at the southerly corner of the site. The exterior elevation include a variety of bricks, stone cladding and pre-finished panel system. An outdoor commercial patio wraps around the building façade providing an active pedestrian experience along Palladium Drive. Sixty-seven vehicular parking spaces are provided above grade and accessed from the existing private road shared between several office buildings in the vicinity. Five bicycle parking spaces and one vehicle loading space are also provided within the development. Eighteen new trees are proposed along Palladium Drive and along the private road.

DECISION AND RATIONALE

This application is approved for the following reasons:

- The proposal conforms to all applicable Official Plan policies.
- The proposal will meet all applicable Zoning By-law regulations.
- The applicant has applied for a concurrent Zoning By-law Amendment application to address deficiencies associated the proposed stand-alone restaurant use and its front yard setback.
- The proposal represents good planning.

CONSULTATION DETAILS

Councillor Allan Hubley has concurred with the proposed conditions of approval.

APPLICATION PROCESS TIMELINE STATUS

This Site Plan application was not processed by the On Time Decision Date established for the processing of an application that has Manager Delegated Authority due to complexity associated with the Stormwater management system.

Contact: Stream Shen Tel: 613-580-2424, ext. 24488, fax 613-580-2576 or e-mail: stream.shen@ottawa.ca

Location Map

