



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

Site Location: 4791 Bank Street

File No.: D07-12-18-0109

Date of Application: July 13, 2018

This SITE PLAN CONTROL application submitted by Christa Jones, Urbandale Corporation, on behalf of Urbandale Corporation, is APPROVED as shown on the following plans:

1. **STORM DRAINAGE AREA PLAN**, C-500, prepared IBI GROUP, dated 2018:07:12, revision 4 dated 2019:01:22.
2. **SITE SERVICING**, C-100, prepared IBI GROUP, dated 2018:07:12, revision 5 dated 2019:01:22.
3. **SITE PONDING**, C-600, prepared by IBI GROUP, dated 2018:07:12, revision 5 dated 2019:01:22.
4. **SITE PLAN**, A-1, prepared by DREDGE LEAHY ARCHITECTS INC., dated 07 / 03 / 2018, revision 6 dated 01 / 22 / 2019.
5. **EROSION AND SEDIMENTATION CONTROL PLAN**, 900, prepared by IBI GROUP, dated 2018:07:12, revision 5 dated 2019:01:22.
6. **SANITARY DRAINAGE AREA PLAN**, C-400, prepared by IBI GROUP, dated 2018:07:12, revision 4 dated 2019:01:22.
7. **ELECTRICAL PHOTOMETRY PLAN**, E-1, prepared by JRP ENGINEERING, dated JULY 9 2018, revision 1 dated NOV 16th, 2018.
8. **DETAILS AND NOTES**, C-010, prepared by IBI GROUP, dated 2018:07:12, revision 5 dated 2019:01:22.
9. **LANDSCAPE PLAN**, L1, prepared by f.d. fountain, dated 07/12/2018, revision 4.1 dated 01/22/2019.
10. **LANDSCAPE PLAN**, L2, prepared by f.d. fountain, dated 07/12/2018, revision 4.1 dated 01/22/2019.
11. **SITE GRADING**, C-200, prepared by IBI GROUP, dated 2018:07:12, revision 5 dated 2019:01:22.
12. **BUILDING A - EXTERIOR ELEVATIONS**, A-A1, prepared by DREDGE LEAHY ARCHITECTS INC., dated 11/13/2018.
13. **BUILDING B - EXTERIOR ELEVATIONS**, B-A1, prepared by DREDGE LEAHY ARCHITECTS INC., dated 11/13/2018.

14. **BUILDING C - EXTERIOR ELEVATIONS**, C-A1, prepared by DREDGE LEAHY ARCHITECTS INC., dated 11/13/2018.
15. **BUILDING D - EXTERIOR ELEVATIONS**, D-A1, prepared by DREDGE LEAHY ARCHITECTS INC., dated 11/13/2018.
16. **BUILDING E - EXTERIOR ELEVATIONS**, E-A1, prepared by DREDGE LEAHY ARCHITECTS INC., dated 11/13/2018.

And as detailed in the following report(s):

1. **Cowan's Grove Commercial Plaza (4791 Bank Street) TIA REPORT** prepared by IBI GROUP, dated July 2018.
2. **URBANDALE CORPORATION COWAN'S GROVE COMMERCIAL PLAZA 4791 BANK STREET STATIONARY NOISE CONTROL STUDY**, prepared by J.L. RICHARDS & ASSOCIATES LIMITED, dated July 2018.
3. **Phase I Environmental Site Assessment**, prepared by Golder Associates Ltd., dated December 2013.
4. **Geotechnical Investigation**, prepared by Golder Associates Ltd., dated May 2018, revised May 2018.
5. **DESIGN BRIEF**, prepared by IBI GROUP, dated JULY 2018, revised FEBRUARY 2019.

And subject to the following Standard and Special Conditions:

Standard Conditions

1. 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. **Joint Use and Maintenance Agreement**
The Owner acknowledges and agrees that should the site be severed in the future, that it shall ensure that the future Owner of the freehold units shall enter into a Joint Use and Maintenance Agreement which shall be binding upon the owners and all subsequent purchasers to deal with the joint use, maintenance and liability of the common elements, including but not limited to the private roadway and concrete sidewalks; common grass areas; common party walls, exterior walls; common structural elements such as the roof, foundations; common parking areas; and watermains for the mutual benefit and joint use of the owners; and any other elements located in the common property; and the private Agreement shall be filed with the General Manager, Planning, Infrastructure and Economic Development Department.

The Owner shall file with the General Manager, Planning, Infrastructure and Economic Development Department, an opinion from a solicitor authorized to practice law in the Province of Ontario that the private Agreement is binding upon the owners of the land and all subsequent purchasers to deal with the matters referred to in Paragraph (a).

The Joint Use, Maintenance and Liability Private Agreement shall be registered on the Owner's land at no cost to the City, and a copy shall be provided to the City.

7. **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, Infrastructure and Economic Development Department. Such sidewalk(s) shall be constructed to City Standards.

8. **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.

9. **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.

10. **Maintenance and Liability Agreement**

The Owner shall be required to enter into a maintenance and liability agreement for all plant and landscaping material placed in the City right-of-way and the Owner shall assume all maintenance and replacement responsibilities in perpetuity.

11. **Completion of Works**

The Owner acknowledges and agrees that no new 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.

12. **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.

13. **Exterior Lighting**

All exterior lighting proposed for the subject lands shall be installed only in the locations and in accordance with specifications shown on the approved plans

referenced herein unless otherwise approved in writing by the General Manager, Planning, Infrastructure and Economic Development Department. Sharp cut-off fixtures or in exceptional circumstances only, an alternative fixture design approved by the General Manager, Planning, Infrastructure and Economic Development Department, shall be used to minimize possible lighting glare onto adjacent properties. It is noted that exterior lighting includes exterior building lighting.

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 widened right-of-way or corner sight triangle, 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, 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 Clerk and Solicitor. All costs shall be borne by the Owner.

3. Road Widening

Prior to registration of this Agreement, the Owner acknowledges and agrees to convey to the City, at no cost to the City, an unencumbered road widening across the complete Bank Street frontage of the lands, measuring 22.25 metres from the existing centreline of pavement/the abutting right-of-way. The exact widening must be determined by legal survey. The Owner shall provide a reference plan for registration, indicating the widening, to the City Surveyor for review and approval prior to its deposit in the Land Registry Office. Such reference plan must be tied to the Horizontal Control Network in accordance with the municipal requirements and guidelines for referencing legal surveys. The Owner acknowledges and agrees to provide an electronic copy of the Transfer and a copy of the deposited reference plan to the City Clerk and Solicitor prior to the execution of this Agreement by the City. All costs shall be borne by the Owner.

4. Traffic study

The Owner(s) has undertaken a Transportation Study/Brief for this site, prepared by IBI Group, dated July 2018, to determine the infrastructure and programs needed to mitigate the impact of the proposed development on the local

transportation network and establish the site design features needed to support system-wide transportation objectives. The Owner shall ensure, that the recommendations of the Transportation Impact Assessment study are fully implemented, to the satisfaction of the General Manager, Planning and Planning, Infrastructure and Economic Development Department.

5. **Public Roadway Modifications**

The Owner(s) are responsible for all costs associated with the public roadway modifications.

6. **Certification Letter for Noise Control Measures**

- a) The Owner acknowledges and agrees that upon completion of the development and prior to occupancy and/or final building inspection, it shall retain a Professional Engineer, licensed in the Province of Ontario with expertise in the subject of acoustics related to land use planning, to visit the lands, inspect the installed noise control measures and satisfy himself that the installed recommended interior noise control measures comply with the measures in the Stationary Noise Control Study referenced in **Schedule "E"** hereto, as approved by the City and/or the approval agencies and authorities (The Ministry of the Environment and Climate Change) or noise thresholds identified in the City's *Environmental Noise Control Guidelines*. The Professional Engineer shall prepare a letter to the City's Development Inspection Program Manager (the "Certification Letter") stating that he certifies acoustical compliance with all requirements of the applicable conditions in this Agreement, to the satisfaction of the General Manager, Planning, Infrastructure and Economic Development Department.
- b) The Certification Letter shall be unconditional and shall address all requirements as well as all relevant information relating to the development, including project name, lot numbers, building identification, drawing numbers, noise study report number, dates of relevant documents and in particular reference to the documents used for the building permits and site grading applications. The Certification Letter(s) shall bear the certification stamp of a Professional Engineer, licensed in the Province of Ontario, and shall be signed by said Professional Engineer, and shall be based on the following matters:
 - i. Actual site visits, inspection, testing and actual sound level readings at the receptors;
 - ii. Previously approved Detailed Noise Control Studies, Site Plan and relevant approved Certification Letters (C of A) or Noise thresholds of the City's *Environmental Noise Control Guidelines*; and
 - iii. Non-conditional final approval for release for occupancy.
- c) All of the information required in subsections (a) and (b) above shall be submitted to the General Manager, Planning, Infrastructure and Economic Development Department, and shall be to his satisfaction.

7. **Noise Control Attenuation Measures**

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

- a) Notice respecting noise shall be registered against the lands, at no cost to the City, and a warning clause shall be included in all agreements of purchase and sale or lease agreements, as detailed in paragraph below.

8. **Notice on Title – Noise Control Attenuation Measures**

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

“The Purchaser/Lessee for himself, his heirs, executors, *administrators*, successors and assigns acknowledges being advised that due to the proximity of the adjacent commercial buildings, sound levels from the commercial buildings may at times be audible.”

“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.”

9. **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, 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.

10. **Waste and Recycling Collection**

Non-Residential/Commercial Units

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.

11. **Spill Contingency and Pollution Prevention Plan**

The Owner shall, within six (6) months of signing this Agreement, develop and implement a spill contingency and pollution prevention plan, which plan, at a minimum, will include a set of written procedures describing how to prevent and/or mitigate the impacts of a spill within the area serviced by the Works:

- a) the name, job title and location (address) of the Owner, person in charge, management or person(s) in control of the buildings;
- b) the name, job title and 24-hour telephone number of the person(s) responsible for activating the spill contingency and pollution prevention plan;
- c) a site plan drawn to scale showing the facility, nearby buildings, streets, catch basins and manholes, drainage patterns (including direction of flow in

storm sewers), and receiving water course that could potentially be significantly impacted by a spill and any features which need to be taken into account in terms of potential impacts on access and response (including physical obstructions and location of response and clean-up equipment);

- d) steps to be taken to report, contain, clean up and dispose of contaminants following a spill;
- e) a listing of telephone numbers for local clean-up companies who may be called upon to assist in responding to spills, local emergency responders including health institution(s), and the Ministry of the Environment and Climate Change Spills Action Centre;
- f) Materials Safety Data Sheets (MSDS) for each hazardous material which may be transported or stored in the said building;
- g) the means (internal corporate procedures) by which the spill contingency and pollution prevention plan is activated;
- h) a description of the spill response training provided to employees assigned to work in the said building, the date(s) on which the training was provided and by whom;
- i) an inventory of response and clean-up equipment available to implement the spill contingency and pollution prevention plan, location and date of maintenance/replacement if warranted; and
- j) the dates on which the spill contingency and pollution prevention plan was prepared and subsequently, amended.

The Owner covenants and agrees to maintain the spill contingency and pollution prevention plan up to date through revisions undertaken from time to time as required by changes to the general operations of the site. The Owner further covenants and agrees to retain a copy of the spill contingency and pollution prevention plan in a conspicuous, readily accessible location on-site such that it can be used as a reference by employees assigned to work in the said building. The Owner further covenants and agrees that it will make available, for inspection and copying by City personnel, the spill contingency and pollution prevention plan.

12. 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.

13. Exterior Elevations Drawings

The Owner acknowledges and agrees to construct the proposed building in accordance with the approved Elevations Plans, referenced in **Schedule "E"** herein. The Owner further acknowledges and agrees that any subsequent proposed changes to the approved Elevations Plans shall be filed with the General Manager, Planning, Infrastructure and Economic Development Department and agreed to by both the Owner and the City prior to the implementation of such changes. No amendment to this Agreement shall be required.

14. Site Lighting Certificate

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:

- a) 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
- b) It must result in minimal light spillage onto adjacent properties. As a guideline, 0.5 fc is normally the maximum allowable spillage.

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.

15. Joint Use, Maintenance and Liability Agreement

- a) The Owner acknowledges and agrees that should the lands be severed in the future, it shall ensure that the future owner of the freehold units shall enter into a Joint Use, Maintenance and Liability Agreement which shall be binding upon the owners and all subsequent purchasers to deal with the joint use, maintenance and liability of the common elements, including but not limited to any private roadway(s) and concrete sidewalks; common grass areas; common party walls, exterior walls; common structural elements such as the roof, foundations; common parking areas; sewers and watermains, for the mutual benefit and joint use of the owners; and any other elements located in the common property; and the Joint Use, Maintenance and Liability Agreement shall be filed with the General Manager, Planning, Infrastructure and Economic Development Department.
- b) The Owner shall file with the General Manager, Planning, Infrastructure and Economic Development Department, an opinion from a solicitor authorized to practice law in the Province of Ontario that the Joint Use, Maintenance and Liability Agreement is binding upon the owners of the land and all subsequent purchasers to deal with the matters referred to Paragraph ___ (a) above.
- c) The Owner acknowledges and agrees that the Joint Use, Maintenance and Liability Agreement shall be registered on the Owner's Land at no cost to the City, and a copy of the registered agreement shall be provided to the General Manager, Planning, Infrastructure and Economic Development Department.
- d) The Owner acknowledges and agrees that the Joint Use, Maintenance and Liability Agreement shall include a clause to require all future purchasers to enter into an Assumption Agreement in order to transfer all legal and financial obligations required under the Joint Use, Maintenance and Liability Agreement.

16. 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.

17. Inlet Control Devices (ICDs)

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

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 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.

19. Stormwater Management Memorandum

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

20. 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.

21. **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.

22. **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.

23. **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.

24. **Bell Canada – Easements**

The Owner acknowledges and agrees to grant to Bell Canada any easements that may be required for telecommunication services at the Owner's sole cost and expense. Easements may be required subject to final servicing decisions. In the event of any conflict with existing Bell Canada facilities or easements, the Owner shall be responsible for the relocation of such facilities or easements at the Owners sole cost and expense.

25. **Communication and Telecommunication**

The Owner acknowledges and agrees that, prior to commencing any Work on the subject lands, it shall confirm with Bell Canada that sufficient wire-line communication and telecommunication infrastructure is currently available within

the subject lands to provide communication and telecommunication service to it. The Owner acknowledges and agrees that, in the event that such infrastructure is not available, the Owner shall be required to pay for the connection to and/or extension of the existing communication and telecommunication infrastructure. If the Owner elects not to pay for such connection and/or extension of the existing communication/telecommunication infrastructure, it shall provide evidence satisfactory to the General Manager, Planning, Infrastructure and Economic Development Department, that sufficient alternative communication and telecommunication facilities are available on the subject lands to enable, at a minimum, the effective delivery of communication and telecommunication services for emergency management services, such as 911 emergency services.

26. **Enbridge Gas Distribution Inc.-Relocation Costs**

The Owner acknowledges and agrees to bear the responsibility of all costs associated with the relocation of any gas main resulting from changes in the alignment or grade of future road allowances, or for temporary gas pipe installations pertaining to phased construction.

27. **Enbridge Gas Distribution Inc.-Conditions and Easements**

The Owner acknowledges and agrees that Enbridge Gas Distribution Inc. reserves the right to add, amend or remove conditions and/or obtain easements to service this development, at no cost to Enbridge Gas Distribution Inc.

28. **Hydro Ottawa Limited – Non-Conformance**

The Owner acknowledges and agrees that Hydro Ottawa Limited reserves the right to raise conditions throughout the performance of the Works, should any revisions to the development contain non-conformances with Hydro Ottawa Limited's Conditions of Service or Standards.

29. **Hydro Ottawa Limited – Conditions of Service**

The Owner shall comply with Hydro Ottawa Limited's *Conditions of Service*, as amended, and shall consult with Hydro Ottawa Limited regarding the servicing terms prior to commencing engineering designs in order to ensure compliance with all Hydro Ottawa Limited standards and guidelines.

30. **Hydro Ottawa Limited – Electrical Servicing Agreement**

The Owner acknowledge and agrees that it may be required to enter into an Electrical Servicing Agreement with Hydro Ottawa Limited, incorporating such terms and conditions as Hydro Ottawa Limited deems appropriate.

31. **Hydro Ottawa Limited – Easements**

The Owner acknowledges and agrees to convey any such easement deemed necessary by Hydro Ottawa Limited, depending on the electrical servicing design, at the Owner's own expense and to the satisfaction of Hydro Ottawa Limited.

March 15, 2019



Date

Don Herweyer
Manager, Development Review
Development Review, South
Planning, Infrastructure and Economic
Development Department

Enclosure: Site Plan Control Application approval – Supporting Information

SITE PLAN CONTROL APPROVAL APPLICATION SUPPORTING INFORMATION

File Number: D07-12-18-0109

SITE LOCATION

4791 Bank Street, and as shown on Document 1.

SYNOPSIS OF APPLICATION

The subject property is located in the Leitrim Community, on the east side of Bank Street, midblock between Findlay Creek Drive and Analdea Drive. The subject site is divided into two smaller blocks by future Shuttleworth Drive which is connected to Bank Street.

The surrounding area is predominantly made up of residential, commercial and institutional uses and mixed use developments, which primarily serve members of the local community. Low and medium density residential areas are anticipated for the lands immediately to the north of the subject site and on the remainder of the Cowen's Grove Subdivision lands.

The purpose of the application is to accommodate a new development for the Cowen's Grove Commercial Plaza. The new commercial plaza development consists of 3 commercial, retail and service use buildings, a restaurant with a drive-through facility and bank with a drive-through facility. As part of the development, the applicant is proposing a 180-space surface parking lot, 5 accessible parking spaces, 26 bicycle parking spaces, a total of 15 queuing spaces for the proposed drive-throughs and 2 patio areas.

Setback between 3 and 6 metres from the front and corner property line, the buildings help define the street edge and provide space for pedestrian activities and landscaping. The surface parking areas and vehicle queuing spaces are principally located at the side or rear of buildings. The visual impact of the commercial buildings is minimized by not drawing too much attention to it with a pastel colours palette. Projections and recesses are used to provide building articulation and reduce the visual impact of the buildings. The effect of massing and length is also addressed with the provision of trees to break up the view of the unglazed walls.

Servicing for this development will be provided by private storm, sanitary, and water mains which branch to provide independent service laterals for each building. The private sewer and water mains will connect to existing City infrastructure located along Shuttleworth Drive. Drainage within the parking lot area will be managed with

catch basins and ponding areas, Soft landscape areas will be drained using sheet flow or landscaping catch basins.

DECISION AND RATIONALE

This application is approved for the following reasons:

- The General Urban Area designation permits the development of a full range and choice of housing types in combination with conveniently located retail and service areas. Throughout the General Urban Area, the City encourages the provision of a variety of small, locally-oriented convenience and service uses that complement adjacent residential land uses, and are of a size and scale consistent with the needs of nearby residential areas. The proposal is compatible with policies 8(a – e) of section 3.6.1.
- Section 4.11 (c) of the Official Plan states that we should pursue opportunities to reduce parking requirements and promote increased usage of walking, cycling and transit, where appropriate. With the provision of a sidewalk between the subject site and the remainder of the GM lands to the north and to Bank Street, opportunities for pedestrian connections have been designed for the creation of a permeable neighborhood.
- While this site is outside of the area envisioned for the mixed-use centre designation as per the Leitrim Community Design Plan, the site has regard for the intent of the mixed-use centre policies.
- The proposal is in keeping with the urban design guidelines for Drive-Through Facilities and Large-Format Retail. These guidelines recommend, amongst other things, locating stacking lanes and ordering board speakers away from adjacent sensitive uses and using a solid fence in addition to planting, at the edges of the site that abut residential areas. This has been realised with a view on reducing the impacts of noise and pollution.
- The proposal is in conformity with the Zoning By-law 2008-250.
- Site issues such as servicing have been satisfactorily addressed through the Site Plan Control process.
- The site design represents good planning.

CONSULTATION DETAILS

George Darouze has concurred with the proposed conditions of approval.

Public Comments

Summary of Comments - Public

N/A

Technical Agency/Public Body Comments

Summary of Comments –Technical

N/A

Advisory Committee Comments

Summary of Comments – Advisory Committees

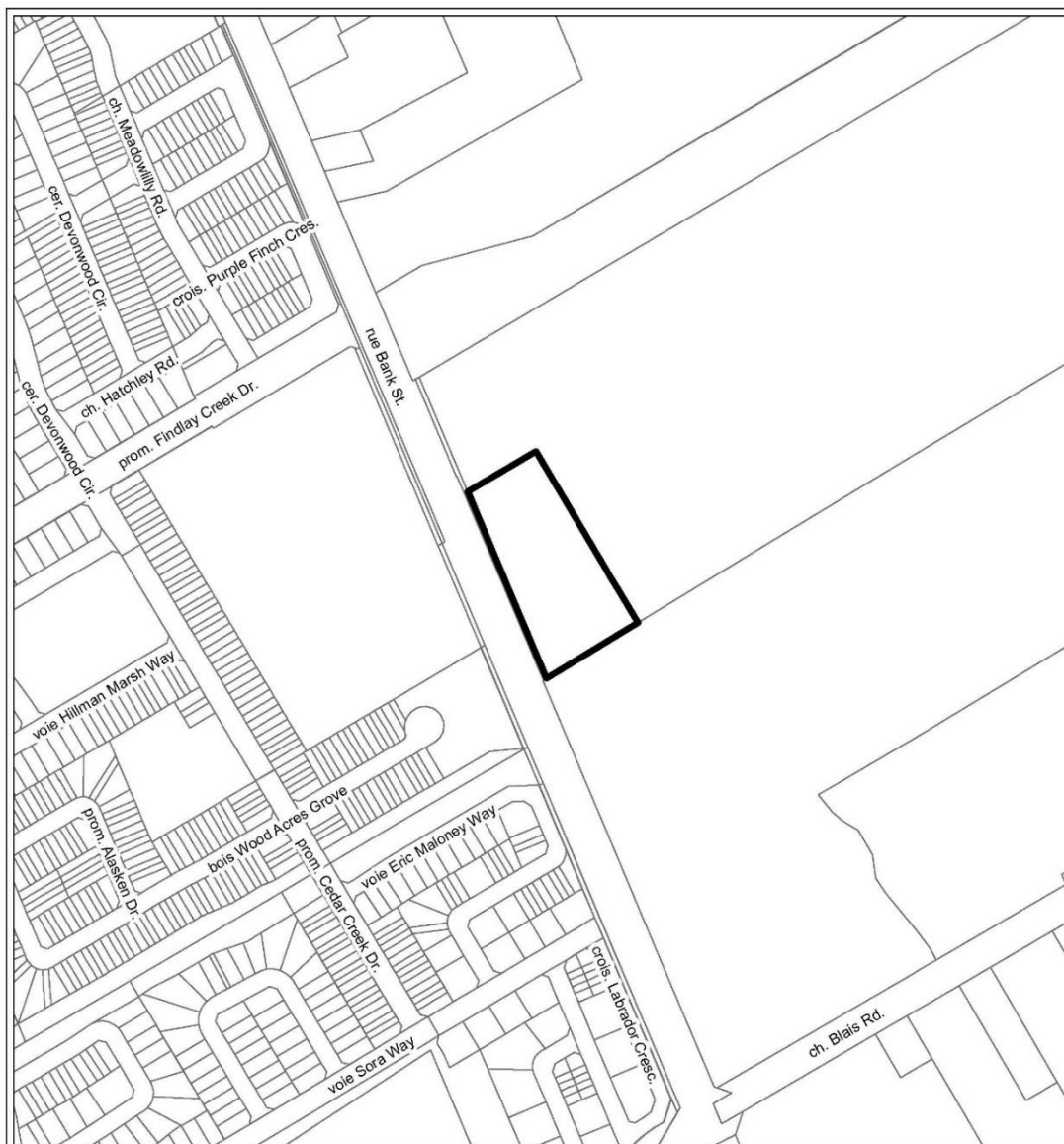
N/A




APPLICATION PROCESS TIMELINE STATUS

This Site Plan application was not processed by the On Time Decision Date established for the processing of an application that has Manager Delegated Authority because of a change of use from a day care facility to a drive-through operation.

Contact: Max Walker Tel: 613-580-2424, ext. 23947, fax 613-580-2576 or e-mail: max.walker@ottawa.ca

Document 1 : Location Map



		LOCATION MAP / PLAN DE LOCALISATION SITE PLAN / PLAN D'EMPLACEMENT	
D07-12-18-0109	18-0957-X		4791 rue Bank Street
I:\CO\2018\Site\Bank_4791			
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