



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

Site Location: 6150 Hazeldean Road

File No.: D07-12-18-0157

Date of Application: October 18, 2018

This SITE PLAN CONTROL application submitted by Allan Jackson, on behalf of 2073945 Ontario Inc., is APPROVED as shown on the following plan(s):

1. **Site Plan**, Drawing No. SP01, prepared by Alexander Wilson Architect Inc., Project No. 1733, revision 8, dated 2019.04.05.
2. **Landscape Site Plan**, Drawing No. L-101, prepared by Lashley & Associates, Project No. 18705-1, revision 4, dated 2019/04/18.
3. **Landscape Details**, Drawing L-201, prepared by Lashley & Associates, Project No. 18705-1, revision 4, dated 2019/04/18.
4. **Pre-development Vegetation Map**, Drawing No. TP-1, prepared by Lashley & associates, revision 1, dated 2018/05/28.
5. **North and East Elevations**, Drawing No. A300, prepared by Alexander Wilson Architect Inc, revision 1, dated 2018.06.15.
6. **South and West Elevations**, Drawing No. A301, prepared by Alexander Wilson Architect Inc, revision 1, dated 2018.06.15.
7. **Existing Conditions Plan**, Drawing No. EX-1, prepared by DSEL, Project No. 17-933, revision 6, dated April 18/19.
8. **Grading Plan**, Drawing No. GP-1, prepared by DSEL, Project No. 17-933, revision 6, dated April 18/19.
9. **Site Servicing Plan**, Drawing No. SSP-1, prepared by DSEL, Project No. 17-933, revision 6, dated April 18/19.

10. **Erosion Control Plan**, Drawing No. EC-1, prepared by DSEL, Project No. 17-933, revision 6, dated April 18/19.
11. **Stormwater Management Plan**, Drawing No. SWM-1, prepared by DSEL, Project No. 17-933, revision 4, dated April 18/19.
12. **Site Lighting**, Drawing No. SL-0, prepared by TTF Engineering, revision 1, dated July 3/18.
13. **Plan and Profile - Neil Avenue Sanitary Sewer Extention, Drawing No. PP-1**, prepared by DSEL, Project No. 17-933, revision 5, dated April 8/19.
14. **Erosion Control Plan - Neil Avenue Sanitary Sewer Extention, Drawing No. EC-1**, prepared by DSEL, Project No. 17-933, revision 5, dated April 8/19.

And as detailed in the following report(s):

1. **Sanitary Extension Design Brief**, prepared by DSEL, Project No. 17-933, dated April 8, 2019.
2. **Site Servicing and Stormwater Management Report**, prepared by DSEL, Project No. 17-933, dated April 2019 (Rev 3).
3. **Geotechnical Investigation**, prepared by Paterson Group, Project No. PG4549-1, dated June 4, 2018.
4. **Phase I – Environmental Site Assessment**, prepared by Paterson Group, Project No. PE3699-1R, dated March 3, 2016.
5. **Phase II – Environmental Site Assessment**, prepared by Paterson Group, Project No. PE3699-2R, dated March 3, 2016.
6. **Memorandum re: Phase 1 and Phase II Environmental Site Assessments**, prepared by Paterson Group, dated November 5, 2018.
7. **Site Lighting Calculations – 6150 Hazeldean Road**, prepared by TTF Engineering, dated July 3, 2018.
8. **6150 Hazeldean Road, Proposed Commercial/Office Development TIA Report**, prepared by Castleglenn Consultants, dated March 2019.
9. **Tree Conservation Report**, prepared by Lashley & Associated, dated May 25, 2018.

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. **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.

9. **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.

Special Conditions

1. **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.

2. **Permanent Encroachment Agreement**

The Owner acknowledges and agrees to enter into a permanent Encroachment Agreement to permit the encroachment of the landscape features and walkway to be constructed within the City's Hazeldean Road

right-of-way. The Owner shall, at its expense, provide a reference plan for registration, indicating the approved encroachments, and the Owner shall submit the draft reference plan to the City's Surveyor for review and approval prior to its deposit in the Land Registry Office. The Owner further acknowledges and agrees that the cost of preparation and registration of the Encroachment Agreement will 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 City Sewers**

- (a) Prior to the issuance of a building permit, the Owner shall, at its expense:
 - (i) obtain a video inspection of the City Storm Sewer System within Hazeldean Road 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, 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 City Storm Sewer System within Hazeldean Road 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 Hazeldean Road and compensate the City for the full amount of any required repairs to the City Sewer System.

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. **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.

7. **Private Drainage Agreement**

The Owner(s) shall enter into a Private Drainage Agreement with the adjacent property owners of 6130 Hazeldean Road, which shall be binding upon the owners and all subsequent purchasers, to deal with mutual rights for surface drainage, in accordance with the site plan approval issued by the City of Ottawa. The Private Drainage Agreement shall be registered on title, of those properties listed in the Agreement, at no cost to the City, and a copy shall be filed with the City, to the satisfaction of the General Manager, Planning, Infrastructure and Economic Development Department.

8. **Soil Management**

The Owner acknowledges and agrees to retain an environmental consultant to identify areas on the subject lands where excess soils, fill and/or construction debris will be removed. If through further testing any of these materials are found to be contaminated, the Owner acknowledges and agrees to dispose, treat or recycle these materials at a waste disposal site or landfill licensed for that purpose by the Ministry of the Environment and Climate Change.

9. **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. 2003-514, as amended.

10. **Cash in Lieu of Parkland**

Upon execution of this Agreement, the Owner shall pay cash-in-lieu of parkland in the amount of \$14,697.00 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 6 funds.

11. **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
- (g) Ensure that exhaust fumes from all equipment are not directed towards any tree's canopy.

12. **Tree Permit**

The Owner acknowledges and agrees that if any trees are to be removed or damaged on abutting properties, or if any trees are straddling a common lot line, the Owner shall obtain written permission from all affected property owners prior to the issuance of a tree permit, and shall provide a copy of such written permission to the General Manager, Planning, Infrastructure and Economic Development Department.

13. **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, Infrastructure and Economic Development Department.

14. **Off-Site Contamination Management Agreement**

The Owner acknowledges and agrees that where contamination emanating from the site and impacting the City’s rights-of-way is discovered during the course of the Works, the Owner shall notify the Manager, Realty Services immediately in writing and agrees to enter into an Off-Site Management Agreement with the City to address the contamination in the rights-of-way. The Owner shall be responsible for all associated costs with the Off-Site Management Agreement, which agreement shall be to the satisfaction of the General Manager, Planning, Infrastructure and Economic Development Department.

15. **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 Site Servicing and Stormwater Management Report, referenced in Schedule "E" herein. The Owner further acknowledges and agrees it shall assume all maintenance and replacement responsibilities in perpetuity. The Owner shall keep all records of inspection and maintenance in perpetuity, and shall provide said records to the City upon its request.

16. **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.

17. **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.

18. **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.

19. **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.

20. **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.

21. **Traffic Study**

The Owner(s) has undertaken a Transportation Study for this site, prepared by Castleglenn Consultants, 6150 Hazeldean Road – Proposed Commercial/Office Development TIA Report, dated March 2019, 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 Study are fully implemented, to the satisfaction of the General Manager, Planning and Planning, Infrastructure and Economic Development Department.

22. **Street Name and Signs**

(a) The Owner acknowledges and agrees it shall provide for, install and maintain, at its own expense, all regulatory traffic signage, in accordance with the City’s Municipal Addressing By-law 2014-78, as

amended, for any private road within the area controlled by this Agreement and as shown on the approved Site Plan, referenced in Schedule "E" herein.

(b) The Owner acknowledges and agrees it shall provide for, install and maintain, at its own expense, all temporary street name signs, in accordance with the City's Municipal Addressing By-law 2014-78, as amended, for any private road within the area controlled by this Agreement and the approved Site Plan, referenced in Schedule "E" herein.

(c) The Owner acknowledges and agrees it shall, at its own expense, make arrangements for the City to provide, install, and maintain all permanent street name signs, in accordance with the City's Municipal Addressing By-law 2014-78, as amended, and to City Specifications or Standards.

23. **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

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.

April 26, 2019

Date



Derrick Moodie
Manager, 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: D07-12-18-0157

SITE LOCATION

6150 Hazeldean Road, and as shown on Document 1.

SYNOPSIS OF APPLICATION

The subject property is located along Hazeldean Road, west of Stittsville Main Street and East of Carp Road, as shown on the attached Location Map.

The rectangular site is approximately 1.69 acres in size and was formerly part of the lands used for the old Stittsville Flea Market. The site is currently vacant and has approximately 82.3 metres of frontage along Hazeldean Road and 91.4 metres of frontage on Neil Avenue. Surrounding uses include vacant lands to the west and north, a retirement residence to the east, and an Ottawa-Carleton District School Board Works Yard to the south. Northeast of the site is a commercial plaza and associated parking, and southwest of the site is the Crossing Bridge residential neighbourhood.

The purpose of the Site Plan Control application is to permit the development of a 464.8 square metre 1-storey restaurant, and a 946.8 square metre 2-storey medical/office building. The proposed restaurant will be located in the northwest corner of the site and the proposed medical/office building will be located in the northeast corner of the site. The southern portion of the site shall remain vacant and reserved for future development. The site will be accessed through the adjacent retirement residence site (6130 Hazeldean Road) through a common access from Hazeldean Road. Parking for the proposed uses will be provided on site (84 spaces) and in the existing retirement residence parking lot (22 spaces) through an agreement with the adjacent property owner. A minor variance application (D08-02-18/A-00370) was approved on January 25, 2019 to permit the reduction in required parking spaces. The existing trees on the phase 2 land will be retained and in addition, a 3m landscape buffer with new plantings will be established south of the parking lot to provide additional buffer to Neil Avenue.

DECISION AND RATIONALE

This application is approved for the following reasons:

- The proposal conforms to all applicable Official Plan policies.
- The proposal meets all applicable Zoning By-law regulations.
- A minor variance application (D08-02-18/A-00379) was approved by the Committee of Adjustment on January 25, 2019 with all opportunities for appeals exhausted.
- The proposal represents good planning.

CONSULTATION DETAILS

Councillor Glen Gower is aware of this report and has concurred with the proposed conditions of approval.

Public Comments

Summary of Comments - Public

Staff received one public comment inquiring about various elements of the proposal and in particular, sought clarification to what is permitted on the phase 2 land. Staff answered all of the questions and indicated that the phase 2 land is designated as Arterial Mainstreet Subzone 9 in the City's Zoning By-law and a variety of residential and non-residential uses is permitted. Any proposed application will be subject to a future site plan control application and will be subject to the City's site plan consultation process. At the current time, any vegetation on the phase 2 land will be retained and a 3m landscape buffer with new plantings will be established south of the parking lot to provide additional buffer to Neil Avenue.

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 the concurrent Committee of Adjustment applications and multiple rounds of technical review.

Contact: Stream Shen Tel: 613-580-2424, ext. 2488, fax 613-580-2576 or e-mail: stream.shen@ottawa.ca