

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

Site Location: 1910 and 1914 Bank Street

File No.: D07-12-18-0177

Date of Application: November 26, 2018

This SITE PLAN CONTROL application submitted by Jonah Bonn, Holzman Consultants Inc., on behalf of RioCan Holdings Inc., is APPROVED as shown on the following plan(s):

1. **Site Plan, 1910 Bank Street, Starbucks**, SP1, prepared by Leon Lubelski Architects Inc., revision 4 dated JUL 9 2019.
2. **Typical Site Details, 1910 Bank Street, Starbucks**, SP2, prepared by Leon Lubelski Architects Inc., revision 1 dated JUL 9 2019.
3. **Elevations, 1910 Bank Street, Starbucks**, A4, prepared by Leon Lubelski Architects Inc., revision 4 dated JUL 9 2019.
4. **Molok Bins and Canopy Details, 1910 Bank Street, Starbucks**, A10, prepared by Leon Lubelski Architects Inc., revision 2 dated JUL 9 2019.
5. **Landscape Plan, Commercial Project, 1910 Bank Street**, LP-100, prepared by terraplan Landscape Architects, revision 4 dated 2019-07-09.
6. **Landscape Details, Commercial Project, 1910 Bank Street**, LD-100, prepared by terraplan Landscape Architects, revision 4 dated 2019-07-09.
7. **Grading Plan**, 201, prepared by Urbantech West, revision 7 dated JUL 09, 2019.
8. **General Servicing Plan**, 101, prepared by Urbantech West, revision 7 dated JUL 09, 2019.

And as detailed in the following report(s):

1. **Tree Inventory and Preservation Plan Report, 1910 Bank Street**, prepared by Kuntz Forestry Consulting Inc., dated 2 October 2018, revised 10 June 2019.

2. **Geotechnical Desktop Study, Proposed Starbucks Building, 1910 Bank Street**, prepared by Golder Associates Ltd., dated September 2018.
3. **Addendum No.2 – Geotechnical Desktop Study, Proposed Starbucks Building, 1910 Bank Street**, prepared by Golder Associates Ltd., dated March 4, 2019.
4. **Phase One Environmental Site Assessment, 1910 Bank Street**, prepared by Golder Associates Ltd., dated November 2018.
5. **Phase Two Environmental Site Assessment, 1910 Bank Street**, prepared by Golder Associates Ltd., dated November 2018.
6. **Stormwater Management and Servicing Brief, RioCan Holdings Inc., 1910 Bank Street**, prepared by Urbantech West, dated November 2018.
7. **Transportation Impact Assessment, Starbucks Coffee Shop, 1910 Bank Street**, prepared by D. J. Halpenny & Associates Ltd., dated December 17, 2018.

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

Requirements

1. The Owner shall submit a certificate of insurance in a form satisfactory to the City. The certificate of insurance must be issued in favor of the City of Ottawa in an amount not less than five million dollars per occurrence, must contain an endorsement naming the City as an additional insured and an unconditional thirty days notice of any material change or cancellation of the policy.

General Conditions

1. Execution of Agreement Within One Year

The Owner shall enter into this Site Plan Control Agreement, including all standard and special conditions, financial and otherwise, as required by the City. In the event that the Owner fails to sign this Agreement and complete the conditions to be satisfied prior to the signing of this Agreement within one (1) year of Site Plan approval, the approval shall lapse.

2. Prior to Site Plan Agreement

The Owner acknowledges and agrees that all terms and conditions of the Site Plan Agreement registered as Instrument No. OC1261035 on July 22, 2011 are reconfirmed and are in full force and effect except as otherwise varied or amended in this Agreement. The Owner further acknowledges and agrees that the relevant portion of the Approved Plans referenced hereto shall supercede and replace and/or be in addition to, as the case may be, the relevant sections of the corresponding Plans contained in the previous Site Plan Agreement(s).

3. 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.

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 drawings of a design professional, such drawings to be approved by the General Manager, Planning, Infrastructure and Economic Development.

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, 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.

8. Extend Internal Walkway

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

9. Completion of Works

The Owner acknowledges and agrees that no building or no new building (if existing building on site that is to be occupied during construction) 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, 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, the aforesaid Works are proceeding satisfactorily toward completion. The Owner shall obtain the prior consent of the General Manager, Planning, Infrastructure and Economic Development for such conveyance and/or occupancy in writing.

10. Development Charges

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

11. Development Charges - Instalment Option

- a. The Owner acknowledges that for building permits issued after January 15, 2010, payment of non-residential development charges, excluding development charges for institutional developments, may be calculated in two (2) installments at the option of the Owner, such option to be exercised by the Owner at the time of the application for the building permit. The non-discounted portion of the development charge shall be paid at the time of issuance of the building permit and the discounted portion of the development charge shall be payable a maximum of two (2) years from the date of issuance of the initial building permit subject to the following conditions:
 - i. a written acknowledgement from the Owner of the obligation to pay the discounted portion of the development charges;
 - ii. no reduction in the Letter of Credit below the amount of the outstanding discounted development charges; and
 - iii. indexing of the development charges in accordance with the provisions of the City's Development Charges By-law, as amended.
- b. The Owner further acknowledges and agrees that Council may terminate the eligibility for this two (2) stage payment at any time without notice, including for the lands subject to this Agreement and including for a building permit for which an application has been filed but not yet issued.
- c. For the purposes of this provision,
 - i. "discounted portion" means the costs of eligible services, except fire, police and engineered services, that are subject to 90% cost recovery of growth-related net capital costs for purposes of funding from development charges. The 10% discounted portion, for applicable services, must be financed from non-development charge revenue sources.
 - ii. "non-discounted portion" means the costs of eligible services, fire, police and engineered services, that are subject to 100% cost recovery of growth-related net capital costs for purposes of funding from development charges.

12. 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

13. Geotechnical Investigation

The Owner acknowledges and agrees that it shall retain the services of a geotechnical engineer, licensed in the Province of Ontario, to ensure that the recommendations of the Geotechnical Desktop Study (the "Report"), referenced 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.

14. 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.

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 Stormwater Management and Servicing Brief. 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. 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. 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.

17. 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.

18. 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 at the Owner's sole expense. The Owner shall consult a private contractor regarding any access requirements for waste and/or recycling collection.

19. 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 Inventory and Preservation Plan Report, 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 centimetres (10 cm) from the trunk for every centimetre of trunk DBH (i.e., $CRZ = DBH \times 10cm$);
- b. Tunnel or bore when digging within the CRZ of a tree;
- c. Do not place any material or equipment within the CRZ of the tree;
- d. Do not attach any signs, notices or posters to any tree;
- e. Do not raise or lower the existing grade within the CRZ without the approval of the General Manager, Planning, Infrastructure and Economic Development;
- 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.

20. Tree Permit

The Owner acknowledges and agrees that any trees to be removed shall be removed in accordance with an approved Tree Permit and Tree Conservation Report, and in accordance with the City's Urban Tree Conservation By-law, being By-Law No. 2009-200, as amended. The Owner further acknowledges and agrees that a copy of the approved Tree Permit and Tree Conservation Report shall be posted on the construction site at all times until Approval is granted by the City for such Works.

21. Cash-in-Lieu of Parkland

Upon execution of this Agreement, the Owner shall pay cash-in-lieu of parkland in the amount of \$19,568.70. The Owner shall also pay the parkland appraisal fee of \$500.00 plus H.S.T. of \$65.00. 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 16 funds.

22. Installation of Signs on Private Property

The Owner acknowledges and agrees that, prior to installation of any signage on the lands, it shall obtain approval from the Chief Building Official, Building Code Services, and the General Manager, Planning, Infrastructure and Economic Development, which signage shall be in accordance with the City's Permanent Signs on Private Property By-law No. 2016-326, as amended.

23. Rail Corridor

The Owner acknowledges and agrees that given the future potential and the existence of the rail corridor the following warning clause shall be registered on title. The following clause should be inserted in all developments, offers to purchase, and agreements of Purchase and Sale or Lease for all developments within 300 meters of the railway right-of-way:

"The City of Ottawa or its assigns or successors in interest has or have a rights-of-way within 300 metres from the land subject hereof. There may be alteration to or expansions of the railway facilities on such rights-of-way in the future including the possibility that the railway or its assigns or successors as aforesaid may expand its operations, which expansion may affect the environment of the occupants in the vicinity, notwithstanding the inclusion of any noise and vibration attenuating measures in the design of the development and individual dwellings. The City of Ottawa will not be responsible for any complaints or claims arising from use of such facilities and/or operations on, over or under the aforesaid rights-of-way."

24. Public Access

Prior to registration the Owner agrees to grant to the City, at no cost to the City, a pedestrian surface easement along the pathway network on the subject lands, as shown on the approved Site Plan. The Owner shall provide a reference plan for registration, at their sole expense, such reference plan must be tied to the Horizontal Control Network in accordance with the municipal requirements and guidelines for referencing legal surveys and will be submitted to the City of Ottawa Surveyor for review prior to its deposit in the Registry Office.

The Owner further acknowledges that the City maintains the right to register the easement at any time, yet timing of registration of the easement will most likely occur to coincide with the opening of the future Walkley LRT Station and when a public pedestrian pathway, which will connect from the Walkley LRT Station through to the subject site, is constructed and operational.

25. Multi-Use Pathway - Connection

The Owner acknowledges and agrees to coordinate with the owners of the adjacent property to the west (655 Anand Private) to ensure the pathway seamlessly connects and includes a proper turning radius.

26. Multi-Use Pathway - Fence

The Owner acknowledges and agrees to remove the required portion of the fence along the rear lot line once the multi-use pathway connection with the adjacent property is proceeding.

27. Multi-Use Pathway - Modifications

The Owner acknowledges and agrees to revise the plans, prior to registration, to include a raised Multi-Use Pathway and an aesthetically pleasing barrier between the Swiss Chalet and the Multi-Use Pathway to the satisfaction of the General Manager, Planning, Infrastructure and Economic Development Department.

28. Multi-Use Pathway - Monitoring

The Owner acknowledges and agrees to have a transportation specialist monitor the Multi-Use Pathway for a 2-year period starting when the full extent of the Multi-Use Pathway from the Walkley O-Train Station to Bank Street is in use. The monitoring report shall be to the satisfaction of the General Manager, Planning, Infrastructure and Economic Development Department.

If the outcome of the monitoring identifies conflicts and/or safety issues with the current location of the Multi-Use Pathway, the Owner agrees to construct a new Multi-Use Pathway along the north side of the property, to the satisfaction of the General Manager, Planning, Infrastructure and Economic Development Department.

29. Multi-Use Pathway - Securities

The Owner agrees to provide a separate Letter of Credit in the amount of \$48,000.00, which will be held until such time as the City determines that a replacement Multi-Use Pathway is not required or if required, that the Multi-Use Pathway along the north side of the property is built to the satisfaction of the General Manager, Planning, Infrastructure and Economic Development Department.

30. Ottawa Macdonald-Cartier International Airport - Bird Attractions

The Owner acknowledges and agrees that there will not be any present or future action, nor development undertaken, that may result in any bird attraction conditions and therefore a hazard to aircraft flying in the area. The Owner further acknowledges and agrees to maintain the site in a clean state and that any litter on the lands will be removed expeditiously. The Owner acknowledges and agrees to provide enclosed garbage areas and covered containers as shown on the approved Site Plan.

The Owner acknowledges and agrees to only place on the lands plant/vegetation species that are not attractive as a food source to birds, refer to Transport Canada's TP11500 table c4. If bird activity increases as a result of this development, the Owner shall be prepared to implement mitigation measures to address this operational hazard.

31. Enbridge Gas Distribution

The Owner shall contact Enbridge Gas Distribution's Customer Connections department by emailing SalesArea60@enbridge.com for service and meter installation details and to ensure all gas piping is installed prior to the commencement of site landscaping (including, but not limited to: tree planting, silva cells, and/or soil trenches) and/or asphalt paving.

32. Enbridge Gas Distribution

The Owner acknowledges and agrees that if the gas main needs to be relocated as a result of changes in the alignment or grade of the future road allowances or for temporary gas pipe installations pertaining to phase construction, all costs are the responsibility of the applicant.

33. Enbridge Gas Distribution

The Owner acknowledges and agrees that in the event that easement(s) are required to service this development, the applicant will provide the easement(s) to Enbridge Gas Distribution at no cost. The inhibiting order will not be lifted until the application has met all of Enbridge Gas Distribution's requirements.

34. Hydro Ottawa Limited

The Owner is advised that there are medium voltage overhead lines along the South side of the property.

- a. The Owner is advised that permanent structures located within the "restricted zone" surrounding overhead lines are prohibited. This zone is defined by Hydro Ottawa's standard OLS0002 "Overhead High Voltage Clearances to Adjacent Building", which can be found at <http://www.hydroottawa.com/residential/renovating/guide/clearances/>. This standard complies with the requirements of the Ministry of Labour's Occupational Health & Safety Act, the Ontario Building Code, and the Ontario Electrical Safety Code. Permanent structures include buildings, signs (even lit signs when open for maintenance), antennas, pools, and fences.
- b. Should any activity, such as tree trimming or working on the sides of a building, be anticipated within three meters (3m) of Hydro Ottawa's overhead lines, contact Hydro Ottawa to discuss arrangements before any activity is undertaken. In line with the Ministry of Labour's Occupational Health & Safety Act, only a Hydro Ottawa employee or Hydro Ottawa approved contractor can work in proximity of these lines.

35. Hydro Ottawa Limited

The Owner is advised that there is medium voltage underground infrastructure along the North side of the property (North or the Swiss Chalet).

- a. Prior to the commencement of any excavation, the Owner shall arrange for an underground cable locate by contacting Ontario One Call at 1-800-400-2255, not less than seven (7) working days prior to excavating. There shall be no mechanical excavation within one and a half meters (1.5m) of any Hydro Ottawa underground plant unless the exact position of plant is determined by hand digging methods.
- b. The Owner shall ensure that no planting or permanent structures are placed within the clearance areas around padmounted equipment which is defined by Hydro Ottawa's standard UTS0038 "Above Ground Clearances for Padmounted Equipment" which can be found at <https://hydroottawa.com/accounts-and-billing/residential/guide/clearances>.

36. Hydro Ottawa Limited

If the change in grade is more than three tenths of a meter (0.3m) in the vicinity of proposed or existing electric utility equipment. Hydro Ottawa requests to be consulted to prevent damages to its equipment.

37. Hydro Ottawa Limited

The Applicant shall ensure that any landscaping or surface finishing does not encroach into existing or proposed Hydro Ottawa overhead or underground assets or easement. When proposing to plant trees in proximity of existing power lines, the Owner shall refer to Hydro Ottawa's free publication "Tree Planting Advice" which can be found at <https://hydroottawa.com/outages/safety/safety-outside/planting-trees>. The shrub or tree location and expected growth must be considered. If any Hydro Ottawa related activity requires the trimming, cutting or removal of vegetation, or removal of other landscaping or surface finishing, the activity and the re-instatement shall be at the owner's expense.

38. Hydro Ottawa Limited

The Applicant is advised that the responsibility for all costs for feasible relocations, protection or encasement of any existing Hydro Ottawa plant resides with the requesting party.

39. Hydro Ottawa Limited

The Applicant shall ensure that any landscaping or surface finishing does not encroach into existing or proposed Hydro Ottawa overhead or underground assets or easement. When proposing to plant trees in proximity of existing power lines, the Owner shall refer to Hydro Ottawa's free publication "Tree Planting Advice" which can be found at <https://hydroottawa.com/outages/safety/safety-outside/planting-trees>. The shrub or tree location and expected growth must be considered. If any Hydro Ottawa related activity requires the trimming, cutting or removal of vegetation, or removal of other landscaping or surface finishing, the activity and the re-instatement shall be at the owner's expense.

40. Hydro Ottawa Limited

The Owner shall enter an Installation and Service agreement with Hydro Ottawa.

41. Hydro Ottawa Limited

The Owner shall convey, at their cost, all required easements as determined by Hydro Ottawa.

42. Hydro Ottawa Limited

The Applicant shall comply with Hydro Ottawa's Conditions of Service and thus should be consulted for the servicing terms. The document, including referenced standards, guidelines and drawings, may be found at <http://www.hydroottawa.com/residential/rates-and-conditions/conditions-of-service/>. The Owner should consult Hydro Ottawa prior to commencing engineering designs to ensure compliance with these documents.

August 14 2019



Date

Lily Xu
Manager, 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: D07-12-18-0177

SITE LOCATION

The addresses are 1910 and 1914 Bank Street. The site is located on the west side of Bank Street and south of Walkley Road, as shown on Document 1.

SYNOPSIS OF APPLICATION

The site is located along Bank Street has an area of 0.8 hectares with 74.57 metres of frontage on Bank Street. The site is currently occupied by a Swiss Chalet located on the northern half of the property and a parking lot with 124 spaces. To the west of the site is vacant land with an approved Site Plan for two residential high-rise buildings. Further west is the O-Train line, Sawmill Creek and the Airport Parkway. To the north of the site is the Beer Store. To the south of the site is the Pizza Hut and retail plaza. To the east of the site, across Bank Street, is an established low-rise residential neighbourhood with commercial uses fronting along Bank Street.

The proposal is to construct a Starbucks coffee shop with associated drive-through on the vacant portion of the property. The building will have a gross floor area of 186.87 m² (2,011.45 ft²). The drive-through will be located on the north side of the building and a 46 m² outdoor patio will be located of the east side of the building; along Bank Street. The existing entrance off the Bank Street will be maintained and the existing parking lot will be slightly modified and will include a total of 100 parking spaces.

A Multi-Use Pathway (MUP) will be provided through the middle of the site from Bank Street to the rear lot lone. The MUP will eventually connect through the adjacent property to the Walkley O-Train Station.

Additional trees and shrubs were added to the site to shield the drive-through adjacent to Bank Street and to provide shading within the parking lot.

DECISION AND RATIONALE

This application is approved for the following reasons:

- The subject site is designated Arterial Mainstreet in the City's Official Plan. Arterial Mainstreets are expected to change gradually through redevelopment. This means that, over time, residential and employment uses will be introduced at higher densities, potentially through redevelopment of large parking areas. New development and public infrastructure will be designed to improve walking and

cycling as well as access to transit. The proposed development conforms with the relevant policies of the plan.

- The subject site is designated Connecting Area within the Bank Street Secondary Plan.
- The subject site is zoned AM1[1913] (Arterial Mainstreet Subzone 1, exception 1913) which permits restaurants and drive through facilities. The proposed development complies with all relevant provisions of Zoning By-law 2008-250.
- The proposed development complies with the City's applicable design and compatibility objectives of the City's Official Plan. The site layout and design is an efficient use of the land. The use of extensive landscaping will screen the drive through facilities.
- The site layout and design represent good planning.

CONSULTATION DETAILS

Councillor's Concurrence

Councillor Riley Brockington was aware of Staff's recommendation. Councillor has concurred with the proposed conditions of approval.

Councillor indicated the following comments:

"The future Bank Street renewal project was not taken into consideration as part of the Transportation Impact Assessment."

Response:

Transportation staff reviewed the Transportation Impact Assessment (TIA) through the initial circulation and provided comments that the applicant's consultant needed to address the Bank Street renewal. The consultant resubmitted and responded that the renewal project will have little impact on the operation of the site access: following the renewal of Bank Street the Pedestrian Level of Service (PLOS) will remain at an acceptable level; the Bicycle Level of Service (BLOS) will be further improved as cycle tracks will be added through the renewal project. The resubmission and response were reviewed by staff and deemed satisfactory.

"The comments from the City Transportation Specialist to the applicant will reflect needed updates to the Transportation Impact Assessment."

Response:

Transportation staff provided comments following the initial circulation and the comments were addressed by the consultants through a response letter. The resubmission and response were reviewed by staff and deemed satisfactory.

"At first glance, the Transportation Specialist noted a potential access and egress issue with left-turns in and out of the site. A full review with comments and

recommendations will be provided to the applicant upon completion of the circulation.”

Response:

Transportation staff reviewed the TIA through the initial circulation and were satisfied with the turning movements. The left in and left out movements will be accommodated through a median on Bank Street, which meets the City’s standard and is deemed acceptable. The review letter sent to the consultants required them to perform the same analysis using the Bank Street renewal design. The resubmission and response were reviewed by staff and deemed satisfactory. Staff further explored the opportunity to adjust the Bank Street median design to accommodate two left turning vehicles while waiting for a break in northbound traffic. The Bank Street renewal team is looking at this suggestion and may adopt it if it is deemed technically feasible.

“The multi-use-pathway will be recommended around the north end of Swiss Chalet, rather than traversing through the middle of the property. This will need to be reflected in a second submission and will ultimately be a safer way for pedestrians to travel. An easement would be required for a future maintenance agreement.”

Response:

Following the review of the initial submission, staff requested the Applicant to provide a MUP (with easement) to connect Bank St to the adjacent property at the rear (655 Anand). Because this site is located outside of Node 3 in the Bank Street Secondary Plan, it is not mandatory for the Applicant to provide the MUP and easement. The Future Site Plan shows the future Bank Street condition with signalization at the Notting Hill/Bank St intersection. This was needed to confirm that the MUP would be located appropriately to provide a smooth transition from the Bank Street cycling infrastructure in the future.

The proposed MUP through the middle of the site would provide for a more direct connection with the new pedestrian crossing along Bank St (as part of the Bank Street Renewal project). Also given that the new building is a Starbucks it will attract a lot of the pedestrian traffic going to and from the new LRT station, getting to the Starbucks is considered a main route. Comments were provided through the 2nd submission review to increase safety for cyclists, measures include MUP painted with thermoplastic green paint, shark teeth on either side of MUP, signage for cars giving priority to cyclists, and raising the MUP to a higher elevation, all incorporated into the final plan. This MUP location and design were reviewed by transportation staff including various internal transportation teams; the design is deemed acceptable.

Another option would be to move the MUP along the northern property line. Disturbance to the Swiss Chalet site will be unavoidable - parking spaces along the northern property line would most likely need to be removed; light standards would need to be relocated; multiple trees would be removed (approximately 10); and there may be grading issues.

A third option would be to take half of the required standard width for a MUP (3m) between the edge of the parking spaces and the northern property line. Implementation of the MUP would then be dependent on obtaining the other half on the other side and

City approving the budget for the construction.

Considering that Applicant is willing to provide the MUP with easement and all costs even though it is not mandatory, good planning principles are considered for the proposed MUP location, the design incorporated various mitigation measures to minimize the conflicts between the MUP and vehicles, and the design and location have been reviewed and deemed acceptable by the review team, staff supports the proposed MUP location and design.

Public Comments

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

Summary of public comments and responses

Residents had concerns with: oversized parking lot, incompatibility of the drive-through, pedestrian environment, proper connection to the Walkley O-train Station, increased traffic congestion and safety. One resident was also opposed to a Starbucks at this location while two other residents were supportive of the application stating that the site has been vacant for a long time and that a Starbucks at this location is welcomed.

Response:

The parking lot is being reduced from 124 existing spaces to 100 spaces. This will allow for additional trees and a Multi-Use Pathway (MUP) from Bank Street to the rear of the property. The MUP will run through the middle of the site, between the Starbucks and the Swiss Chalet. This MUP will eventually connect to the LRT station through the neighbouring property to improve pedestrian connectivity in the area. The Stage 2 Rail Office is aware of the plans and they are planning the station accordingly.

The drive-through has been designed to avoid conflicts with the Multi-Use Pathway.

The Transportation Impact Assessment was reviewed and approved by the City. A Multi-Use Pathway will provide a connection from Bank Street to the Walkley Station for both cyclists and pedestrians. It was also ensured that this Multi-Use Pathway will properly tie-in with the future cycling lanes proposed as part of the Bank Street redevelopment.

The zoning lists restaurant as a permitted use. Unfortunately, the City cannot to decide what brand of restaurant is permitted.

Ridgmont Community Association

The Ridgmont Community Association unanimously voted to support the Starbucks application but asks that those involved - Starbucks, Holzman and the City - demonstrate that the initial projection of about 141 cars entering and then exiting the single entrance northbound during the morning rush-hour can do so safely and smoothly. (They provided information and illustrations of driving issues in the area and of previous collisions.)

Response:

The Multi-Use Pathway proposed through the center of the site was reviewed in conjunction with the Bank Street redevelopment plans and the adjacent property to the west. The Transportation Impact Assessment provided information on the collision rates in the area and calculated the level of services of the intersections. This was reviewed by Transportation staff who confirmed that the project meets the City's transportation guidelines and could proceed. It should also be noted that the Bank Street redevelopment set to start in the next few years will greatly improve Bank Street for pedestrians, cyclists and motorists.

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 due to the complexity of the Multi-Use Pathway connection between Bank Street and the Walkley O-Train Station.

Contact: Melanie Gervais Tel: 613-580-2424, ext. 24025, fax 613-580-2576 or e-mail: Melanie.Gervais@ottawa.ca

Document 1 – Location Map

