



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

Site Location: 5986-5992 Hazeldean Road

File No.: D07-12-19-0152

Date of Application: September 9, 2019

This SITE PLAN CONTROL application submitted by Keith Riley, Argue Construction Limited., on behalf of 2113175 Ontario Limited, is APPROVED as shown on the following plan(s):

1. **Site Plan**, A1.0, prepared by Peter Mansfield Architect, dated August 29, 2019, revision 6 dated February 20, 2020.
2. **Building Elevations**, A1.1, prepared by Peter Mansfield Architect, dated August 29, 2019, revision 4 dated January 6, 2020.
3. **Landscape Plan**, L1.0, prepared by CSW Landscape Architects Ltd., dated August 20, 2019, revision 6 dated February 20, 2020.
4. **Tree Conservation Report**, TCR 01, prepared by CSW Landscape Architects Ltd, dated August 6, 2019, revision 4 dated January 6, 2020.
5. **Site Servicing Plan**, C-1, prepared by D.B. Gray Engineering Inc., Job No. 19042, dated August 30, 2019, revision 5 dated February 20, 2020.
6. **Existing Conditions & Services to be Decommissioned**, C-2, prepared by D.B. Gray Engineering Inc., dated August 30, 2019, revision 4 dated February 20, 2020.
7. **Grading Plan**, C-3, prepared by D.B. Gray Engineering Inc., dated August 30, 2019, revision 5, dated February 20, 2020.
8. **Erosion & Sediment Control Plan**, C-4, prepared by D.B. Gray Engineering Inc., dated August 30, 2019, revision 5 dated February 20, 2020.
9. **Notes, Details & Schedules**, C-5, prepared by D.B. Gray Engineering Inc., dated August 30, 2019, revision 4 dated January 13, 2020.
10. **Drainage Plan**, C-6, prepared by D.B. Gray Engineering Inc., dated August 30, 2019, revision 4 dated January 13, 2020.

And as detailed in the following report(s):

1. **Environmental Noise Assessment 5986-5992 Hazeldean Road Ottawa, Ontario**, prepared by Gradient Wind, dated September 4, 2019.
2. **Geotechnical Investigation Proposed Mixed Use Building 5986-5992 Hazeldean Road**, prepared by GEMTEC, dated November 19, 2019.

3. **Servicing Brief & Stormwater Management Report**, prepared by D.B. Gray Engineering Inc.,
4. **Phase One Environmental Site Assessment 5986-5992 Hazeldean Road**, prepared by GEMTEC, dated August 29, 2019.
5. **Phase Two Environmental Site Assessment 5986-5993 Hazeldean Road**, prepared by GEMTEC, dated August 29, 2019.
6. **5986-5992 Hazeldean Road Transportation Impact Assessment**, prepared by Dillon Consulting, dated September 2019.

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

Requirements

1. Properties must be merged in order to not trigger MECP ECA requirements for storm and sanitary.
2. Insert all required easements agreements and reference plans required for municipal infrastructure.
3. Insert all special covenant restrictions to be registered on title of the property.
4. Insert any road dedication requirements and/or related conveyances.
5. Insert any special area payments (collect backs/frontage charges/etc.)

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 with the Corporation of the Township of Goulbourn, registered as Instrument No. N437315 on 5986 Hazeldean Road, is reconfirmed and 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 in Schedule "E" 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. **Completion of Works**

The Owner acknowledges and agrees that no new building will be occupied on the lands until all requirements with respect to completion of the Works as identified in this Agreement have been carried out and received Approval by the General Manager, Planning, 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, 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 occupancy in writing.

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

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

9. **Development Charges**

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

Special Conditions

10. **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.

11. **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 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.

12. **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 Plan, 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.

13. **Professional Engineering Inspection**

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

14. Stormwater Works Certification

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

15. 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 Record Drawings have been received from a Professional Engineer, licensed in the Province of Ontario, certifying that all required inlet control devices have been properly installed to City Standards or Specifications, and that the storm sewer system has been installed in accordance with the approved engineering drawings for site development and City Sewer Design Guidelines. The inlet control devices shall be free of any debris; or
- b. a flow limiting orifice plate, designed by a Professional Engineer licensed in the Province of Ontario and to the satisfaction of the City, has been installed at the storm water outlet prior to connecting any upstream storm sewers. Such orifice plate shall not be removed until subsection (a) above has been satisfied and approved by the General Manager, Planning, Infrastructure and Economic Development.

16. Transportation Impact Assessment Guidelines

The Owner has undertaken a Transportation Impact Assessment for this site, referenced in Schedule "E" herein, to determine the infrastructure and programs needed to mitigate the impact of the proposed development on the local transportation network and to establish the site design features needed to support system-wide transportation objectives. The Owner shall ensure that the

recommendations of the Transportation Impact Assessment, are fully implemented, to the satisfaction of the General Manager, Planning, Infrastructure and Economic Development.

17. Private Access

The Owner acknowledges and agrees that all private accesses to Roads shall comply with the City's Private Approach By-Law being By-Law No. 2003-447 as amended, or as approved through the Site Plan control process.

18. 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.

19. Noise Control Attenuation Measures

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

- (a) each unit is to be equipped with central air conditioning;
- (b) each unit is to be fitted with a forced air heating system and ducting, and shall be sized to accommodate central air conditioning;
- (c) further to subsection (b) above, the location and installation of any outdoor air conditioning device(s) shall comply with the noise criteria of the Ministry of the Environment, Conservation and Parks' Publication NPC-216 entitled Environmental Noise Guidelines for Installation of Residential Air Conditioning Devices, dated September 1994, as amended, in order to minimize the noise impacts both on and off the immediate vicinity of the subject lands.
- (d) prior to the issuance of a building permit, a review of building components (windows, walls, doors) is required and must be designed to achieve indoor sound levels within the City's and the Ministry of the Environment, Conservation and Parks' noise criteria;
- (e) 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 20 below.

20. 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 this dwelling unit has been supplied with a central air conditioning system which will allow windows and exterior doors to remain closed, thereby ensuring that the indoor sound levels are within the City of Ottawa’s and the Ministry of the Environment, Conservation and Parks’ noise criteria.”

The Purchaser/Lessee 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.

21. 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 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.

22. Maintenance and Liability Agreement for Landscaping

The Owner acknowledges and agrees it shall be required to enter into a Maintenance and Liability Agreement with the City, for all plant and landscaping material (except municipal trees), decorative paving and street furnishings placed in the City’s right-of-way along Hazeldean Road in accordance with City Specifications, and the Maintenance and Liability Agreement shall be registered on title, at the Owner’s expense, immediately after the registration of this Agreement. The Owner shall assume all maintenance and replacement responsibilities in perpetuity.

23. Snow Storage – no interference with servicing

In addition to the requirements of Clause 17 of Schedule “C” of this Agreement, the Owner further acknowledges and agrees that any portion of the subject lands which is intended to be used for snow storage shall not interfere with the servicing of the subject lands.

24. Waste and Recycling Collection (Standard 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.

25. 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) 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.

26. 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.

27. Cash-in-Lieu of Parkland

The Owner shall pay cash-in-lieu of parkland in accordance with the Parkland Dedication By-law of the City of Ottawa, as well as the fee for appraisal services. The monies are to be paid at the time of execution of the Site Plan Agreement.

28. Joint Use, Maintenance and Liability Agreement

- (f) The Owner acknowledges and agrees that should the lands be severed in the future by means other than a Declaration of a Condominium, 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.

- (g) The Owner shall file with the General Manager, Planning, Infrastructure and Economic Development, 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.
- (h) The Owner acknowledges and agrees that the Joint Use, Maintenance and Liability Agreement shall be registered on the Owner's lands 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.

The Owner acknowledges and agrees that the Joint Use, Maintenance and Liability Agreement shall include a clause that transfers all legal and financial obligations required under the Joint Use, Maintenance and Liability Agreement to future owners, successors and assigns in title of the subject lands

29. Bell Canada – Easements

“The Owner shall indicate in the Agreement, in words satisfactory to Bell Canada, that it will grant to Bell Canada any easements that may be required, which may include a blanket easement, for communication/telecommunication infrastructure. 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”.

30. 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, 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.

31. Hydro Ottawa Limited – Medium Voltage Underground Lines

The Owner acknowledges and agrees that there are existing underground medium voltage lines which run along the west side of the subject lands, as well as a padmounted transformer, which services the abutting property municipally known as 2 Grand Harbour Court, and the following conditions shall apply:

- a. The Owner shall arrange for, or ensure its contractors arrange for, an underground electricity cable locate by contacting Ontario One Call, a minimum of seven (7) working days prior to excavating. The Owner acknowledges and agrees that there shall be no mechanical excavation within 1.5 metres of Hydro Ottawa Limited's underground plant unless the exact position of the plant is determined by hand digging methods. Direct supervision by Hydro Ottawa Limited personnel and protection and support of the underground assets shall be at the Owner's expense. The Owner agrees not to use steel curb and sidewalk form support pins in the vicinity of Hydro Ottawa Limited's underground plant for electrical safety; and
- b. The Owner acknowledges and agrees that the proposed grade change near the Hydro Ottawa Limited facilities is no more than 0.3 metres. Hydro Ottawa Limited prohibits any change of grade that results in reduced life expectancy of the asset. Any change in grade of more than 0.3 meters in the vicinity of proposed or existing electric utility equipment shall be reviewed with Hydro Ottawa Limited; and
- c. The Owner shall ensure that planting or permanent structures are not placed within the clearance areas around padmounted equipment as shown in Hydro Ottawa Limited Drawing No. UTS0038, titled "Clearances from Padmounted Equipment".

32. Hydro Ottawa Limited – Relocation

The Owner acknowledges and agrees it shall be responsible for all costs for feasible relocations, protection or encasement of any existing Hydro Ottawa Limited plant and/or asset.

33. Hydro Ottawa Limited – Encroachment

The Owner acknowledges and agrees that it shall ensure that any landscaping or surface finishing will not encroach into the existing or proposed Hydro Ottawa Limited overhead or underground assets or easement. When proposing to plant in

the proximity of existing power lines, the Owner shall refer to Hydro Ottawa Limited's free publication Tree Planting Advice. The Owner acknowledges and agrees to ensure that the shrubs and tree locations and expected growth will be considered. If any Hydro Ottawa Limited 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.

34. 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.

35. Hydro Ottawa Limited – Removal

The Owner acknowledges and agrees it shall contact Hydro Ottawa Limited to arrange for disconnecting the service from the distribution system and removal of all Hydro Ottawa Limited assets at least ten business days prior to demolition or removal of the serviced structure.

36. Hydro Ottawa Limited – Electrical Servicing Agreement

The Owner acknowledges 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.

37. 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.

38. 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.

39. Hydro Ottawa Limited – Changes to Electrical Servicing

The Owner acknowledges and agrees to contact Hydro Ottawa Limited if the electrical servicing for the site is to change in location or in size. The Owner further acknowledges and agrees to provide a load summary for the technical evaluation of Hydro Ottawa Limited's requirements.

40. Hydro Ottawa Limited – Development Costs

The Owner acknowledges and agrees it shall be responsible for all costs for feasible relocations, protection or encasement of any existing Hydro Ottawa Limited plant and/or asset.

41. Hydro Ottawa Limited – Service Entrance Requirement

The Owner acknowledges and agrees it shall be responsible for servicing the buildings within the subject lands. The Owner further acknowledges and agrees that only one service entrance per site shall be permitted by Hydro Ottawa Limited.

42. Record of Site Condition

Prior to the issuance of a building permit, the Owner shall submit to the General Manager, Planning, Infrastructure and Economic Development, and the Chief Building Official a Record of Site Condition (“RSC”) completed in accordance with the Environmental Protection Act, R.S.O. 1990, c. E.19, O.Reg. 153/04, as amended (“O.Reg. 153/04”), and shall be acknowledged by the Ministry of the Environment, Conservation and Parks. The RSC shall confirm that all or part of the site will be suitable for the proposed use in accordance with O.Reg. 153/04. The City may issue a building permit on a phased basis to allow for site investigation and remediation activities if permitted by O.Reg. 153/04. No further Works will be permitted until the RSC is submitted. Where available information reveals that contamination extends into a City right-of-way and submission of a RSC is not possible, a building permit may be issued on a phased basis:

- (i) where the Owner has executed an off-site management agreement with the City to remediate the right-of-way and the site or;
- (j) where the Owner has completed remediation Work on the right-of-way to the satisfaction of the General Manager, Planning, Infrastructure and Economic Development.

March 16, 2020

Date



Mark Young, MCIP, RPP
Acting 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: D07-12-19-0152

SITE LOCATION

The site is municipally known as 5986 and 5992 Hazeldean Road. It is located along the south side of Hazeldean Road, one lot east of the intersection of Hazeldean Road and Springbrook Drive, and as shown on Document 1.

SYNOPSIS OF APPLICATION

The subject site is comprised of two adjacent properties, 5986 and 5992 Hazeldean Road, with a combined area of 3,540 square metres and approximately 63.4 metres of frontage along Hazeldean Road. The property at 5986 Hazeldean Road is currently occupied by a single-storey commercial building, a two-storey building, and associated parking. The property at 5992 Hazeldean Road is currently occupied by a single-storey home that has been converted into an office, a detached garage, and associated parking. An existing ground sign is located within the City's right-of-way in front of the converted office, along Hazeldean Road.

Surrounding land uses include low-density residential lands to the south and east, as well as a Home Hardware Building Centre and associated lumber yard to the northwest, directly opposite the site on Hazeldean Road. The site is encircled by condominium lands to the west, south and east. Several mature trees are located on the Condo lands between the subject site's western property line and Springbrook Drive.

The development proposal includes the construction of a 1,426.7 square metre, three-storey mixed use building at 5992 Hazeldean Road, on the western portion of the site. The proposed building contains approximately 456.3 square metres of Personal Service Business space on the first floor, 511.2 square metres of office space on the second floor, and six residential dwelling units on the third floor. The existing single-storey commercial building in the northeast corner of the site is to be retained while the two-storey building is to be removed to provide additional parking area. A total of 44 vehicle parking spaces, including three accessible spaces, and eight bicycle parking spaces are provided on the subject site. All parking spaces will be shared between the new mixed-use building and the retained building. The two buildings will also share a singular access on Hazeldean Road. A landscaped buffer is provided along the property boundaries abutting the neighbouring condominium lands.

DECISION AND RATIONALE

This application is approved for the following reasons:

- The proposal conforms to the General Urban Area designation of the Official Plan;
- The proposal conforms to all relevant provisions of the Zoning By-law, including those specific to the GM14 zone and 11-metre height limit;
- Conditions of approval have been included in this report in order to ensure that the proposed development is constructed in conformity with City policies and guidelines;
- The applicant has adequately resolved the comments received during the technical review process;
- The proposed development capitalizes on the opportunity for intensification through mixed-use development along a street that is well-served by transit and represents good planning.

CONSULTATION DETAILS

Councillor's Concurrence

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

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

Comment

Why are we now replacing small local businesses that the community uses? There is no need for more cheaply made 'homes' in the Village of Stittsville. We don't have the infrastructure for more homes especially considering the 695 units on Maple Grove and the 86 units on Hazeldean.

Response

The proposed development will contain a mix of uses and will result in a net increase of commercial and office space.

Comment

Concerned with safety of the Hazeldean Road and Springbrook Drive intersection. There have been several accidents in recent years.

Response

The Transportation Impact Assessment submitted in support of the proposed, which considers the collision history of the intersection of Hazeldean Road and Springbrook Drive, was a part of the City's technical review of the application. Staff are satisfied with findings of the report. No significant impact on the intersection is anticipated.

Comment

What traffic calming measures and/or road changes are proposed to mitigate increased traffic.

Response

The proposed development did not trigger the need for traffic management measures. However, the three existing accesses are to be consolidated into a single access, resulting in less accesses along Hazeldean Road.

Comment

What measures is the City taking to protect the trees surrounding the proposed development.

Response

The applicant has worked with City staff to ensure that as many trees as possible have been retained. Any trees that cannot be retained and are greater than 10 centimetres in diameter at breast height will require a tree permit, as per the City's Urban Tree Conservation By-law.

Comment

Why are so many parking spaces being provided given climate change, as well as the high access to public transit, cycling and pedestrian facilities, along Hazeldean Road.

Response

The proposed development is providing the minimum number of parking spaces required by the Zoning By-law.

Comment

The proposed development is car-oriented. More focus should be placed on other means of transportation.

Response

The proposed development is providing the minimum number of parking spaces required by the Zoning By-law. There are 8 bike parking spaces proposed on site to support cyclists. There are also pathways leading from the existing sidewalk along Hazeldean into the site, which act as a pedestrian access. In addition, the proposed development fronts onto Hazeldean, with no parking between the building and right-of-way. This is considered a positive step toward creating a more pedestrian friendly environment along Hazeldean.

Comment

Will any of the proposed residential units be affordable units (i.e. rent-geared-to-income)?

Response

At this time, there are no City policies that require developers to provide a certain number of units as rent-geared-to-income. Rent subsidies are administered by the City's Housing Services branch.

Comment

Will any of the proposed residential units be zoned as affordable?

Response

The City of Ottawa has not implemented any inclusionary zoning policies at this time.

Comment

Concerned about noise from construction.

Response

Construction activities are limited to certain time frames by the City of Ottawa's Noise By-law.

Comment

Concerned about structural damage to residential dwellings as a result of construction activities.

Response

No blasting is proposed to take place as part of the construction activities for the development.

Comment

We would encourage Planning staff to require as part of the site plan agreement to retain the existing landscaping along Springbrook Road. However, if due to construction access/egress limitations this is not possible, the developer would be obligated to reinstate, as much as possible, the Amberwood gateway entrance tree-line.

Response

Please note that the lands directly abutting Springbrook Drive are not apart of the subject site. The site's eastern property line is located approximately 10 metres from the extent of the City's Right-of-Way, and only trees along the site's property line are proposed for removal.

Technical Agency/Public Body Comments

N/A

Advisory Committee Comments

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 issues associated with civil engineering.

Contact: Tel: 613-580-2424, ext.21239, fax 613-580-2576 or e-mail:
Colette.Gorni@ottawa.ca

