



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

Site Location: 3802 & 3812 Greenbank Road

File No.: D07-12-18-0203

Date of Application: December 24, 2018

This SITE PLAN CONTROL application submitted by Timothy Beed, Fotenn Consultants Inc., on behalf of 9621962 Canada Inc., is APPROVED as shown on the following plan(s):

1. **Site Plan**, Drawing No. A100, prepared by S.J. Lawrence Architect Inc., Dated March 5, 2020.
2. **Proposed Elevations**, Drawing No. A400, prepared by S.J. Lawrence Architect Inc., Dated February 11, 2020.
3. **Grading Plan**, Drawing No. GP-1, prepared by David Schaeffer Engineering Ltd., Dated February 25, 2020.
4. **Site Servicing Plan**, Drawing No. SSP-1, prepared by David Schaeffer Engineering Ltd., Dated February 25, 2020.
5. **Erosion Control Plan**, Drawing No. EC-1, prepared by David Schaeffer Engineering Ltd., Dated February 25, 2020.
6. **Stormwater Management Plan**, Drawing No. SWM-1, prepared by David Schaeffer Engineering Ltd., Dated February 25, 2020.
7. **Landscape Site Plan**, Drawing No. L1-1, prepared by Fotenn Planning & Design, Dated March 6, 2020.
8. **Planting Plan**, Drawing No. L2-1, prepared by Fotenn Planning & Design, Dated March 6, 2020.
9. **Details**, Drawing No. L3-1, prepared by Fotenn Planning & Design, Dated March 6, 2020.
10. **Details**, Drawing No. L3-2, prepared by Fotenn Planning & Design, Dated March 6, 2020.
11. **Turning Templates**, Drawing No. D, prepared by CGH Transportation, Dated February 7, 2019.

And as detailed in the following report(s):

1. **Functional Servicing and Stormwater Management Report**, File No. 18-1060, prepared by David Schaeffer Engineering Ltd., Dated February 2020 – Revision 4.

2. **Tree Conservation Report**, Fotenn Planning & Design, Dated May 2019.
3. **Stationary Noise Feasibility Assessment**, File No. GWE18-147, prepared by Gradient Wind Engineers & Scientists, Dated January 8, 2019.
4. **Stage 1 Archaeological Assessment**, File No. PA1139-1, prepared by Paterson Group Inc., Dated December 13, 2018.
5. **Geotechnical Investigation**, File No. PG4765-1, prepared by Paterson Group Inc., Dated December 21, 2018.
6. **Phase I Environmental Site Assessment**, File No. PE4489-1, prepared by Paterson Group Inc., Dated November 19, 2018.
7. **Planning Rationale**, prepared by Fotenn Planning & Design, Dated December 21, 2018.
8. **Transportation Impact Study**, prepared by CGH Transportation, File No. 2018-37, Dated February 2019.

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

General Conditions

1. The Owner shall enter into a standard site development agreement consisting of the following conditions. In the event the Owner fails to enter into such agreement within one year, this approval shall lapse.

2. **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.

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. **Construct Sidewalks**

The Owner shall design and construct sidewalk(s) within public rights-of-way or on other City owned lands to provide a pedestrian connection from or to the site as may be determined by the General Manager, Planning, Infrastructure and Economic Development. Such sidewalk(s) shall be constructed to City Standards.

9. **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.

10. Development Charges

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

11. Snow Storage

Any portion of the lands which is intended to be used for snow storage shall be shown on the approved Site Plan or as otherwise approved by the General Manager, Planning, Infrastructure and Economic Development Department. The grading and drainage patterns and/or servicing of the site shall not be compromised by the storage of snow. Snow storage areas shall be setback from property lines, foundations, fencing or landscaping a minimum of 1.5 metres. Snow storage areas shall not occupy driveways, aisles, required parking spaces or any portion of a road allowance.

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. 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.

14. Transportation Study/Brief

The Owner has undertaken a Transportation Impact Study for this site, which the Transportation Impact Study is 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 Study, are fully implemented, to the satisfaction of the General Manager, Planning, Infrastructure and Economic Development.

15. 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.

16. Noise Study

The Owner agrees to prepare and implement a noise study in compliance with the City of Ottawa Environmental Noise Control Guidelines to the satisfaction of the General Manager, Planning, Infrastructure and Economic Development Department. The Owner shall implement the noise control attenuation measures recommended in the approved noise study.

17. 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.

18. 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, Conservation and Parks.

19. Spill Contingency and Pollution Prevention Plan

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

the name, job title and location (address) of the Owner, person in charge, management or person(s) in control of the buildings;

the name, job title and 24-hour telephone number of the person(s) responsible for activating the spill contingency and pollution prevention plan;

a site plan drawn to scale showing the facility, nearby buildings, streets, catch basins and manholes, drainage patterns (including direction of flow in storm sewers), and receiving water course that could potentially be significantly impacted by a spill and any features which need to be taken into account in terms of potential impacts on access and response (including physical obstructions and location of response and clean-up equipment);

steps to be taken to report, contain, clean up and dispose of contaminants following a spill;

a listing of telephone numbers for local clean-up companies who may be called upon to assist in responding to spills, local emergency responders including health institution(s), and the Ministry of the Environment, Conservation and Parks Spills Action Centre;

Materials Safety Data Sheets (MSDS) for each hazardous material which may be transported or stored in the said building;

the means (internal corporate procedures) by which the spill contingency and pollution prevention plan is activated;

a description of the spill response training provided to employees assigned to work in the said building, the date(s) on which the training was provided and by whom;

an inventory of response and clean-up equipment available to implement the spill contingency and pollution prevention plan, location and date of maintenance/replacement if warranted; and

the dates on which the spill contingency and pollution prevention plan was prepared and subsequently, amended.

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

20. 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.

21. 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.

22. 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.

23. 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.

24. 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 the west side of Greenbank 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.

25. 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.

26. 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:

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., $CRZ = DBH \times 10cm$);

Tunnel or bore when digging within the CRZ of a tree;

Do not place any material or equipment within the CRZ of the tree;

Do not attach any signs, notices or posters to any tree;

Do not raise or lower the existing grade within the CRZ without the approval of the General Manager, Planning, Infrastructure and Economic Development;

Do not damage the root system, trunk or branches of any tree; and

Ensure that exhaust fumes from all equipment are not directed towards any tree's canopy.

27. Tree Permit

The Owner acknowledges and agrees that any trees to be removed shall be removed in accordance with an approved Tree Permit and the Tree Conservation Report referenced in Schedule "E" hereto, and in accordance with the City's Urban Tree Conservation By-law, being By-Law No. 2009-200, as amended. The Owner further 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.

28. **New Trees**

All trees to be planted in the City Right-of-Way shall be done so in Silva Cells or technological equivalent, to the satisfaction of the General Manager of the Planning, Infrastructure and Economic Development Department.

29. **Garbage Enclosure**

- a) 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.
- b) The Owner acknowledges and agrees to install a depressed curb at the entrance to the garbage enclosure to facilitate access to the waste and recycling containers, to the satisfaction of the Manager, Solid Waste Services.

30. **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.

31. **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, and in accordance with the City's Permanent Signs on Private Property By-law No. 2016-326, as amended.

32. **Bell Canada – Easements**

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

33. 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.

34. Hydro Ottawa Limited – Cable Locate

The Owner acknowledges and agrees that it and/or its agents shall arrange for an underground electricity cable locate by contacting Ontario One Call no less than seven (7) working days prior to excavation. The Owner further acknowledges and agrees that there shall be no mechanical excavation within 1.5 metres of any Hydro Ottawa Limited underground plant unless the exact position of said plant is determined by hand digging methods. Direct supervision by qualified Hydro Ottawa Limited personnel, including protection and/or support of the underground electrical distribution assets and equipment appurtenant thereto, shall be at the Owner's own expense.

35. Hydro Ottawa Limited - Safety Measures

The Owner acknowledges and agrees it shall not use steel curb and sidewalk form support pins in the vicinity of any Hydro Ottawa Limited underground plant to ensure electrical safety.

36. 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.

37. 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.

38. 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.

39. 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.

40. 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.

41. Hydro Ottawa Limited – Non-Conformance

The Owner acknowledges and agrees that Hydro Ottawa Limited reserves the right to raise conditions throughout the development of this proposal, should any revisions to the development contain non-conformances with, for example, Hydro Ottawa Limited's Conditions of Service, or any other standards and specifications established by Hydro Ottawa Limited.

42. 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.

43. 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.

44. **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.

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

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

46. **Road Widening**

Prior to registration of this Agreement, the Owner acknowledges and agrees to convey to the City, at no cost to the City, an unencumbered road widening across the complete Greenbank Road frontage of the lands, measuring 18.75 metres from the existing centreline of pavement/the abutting right-of-way. The exact widening must be determined by legal survey. The Owner shall provide a reference plan for registration, indicating the widening, to the City Surveyor for review and approval prior to its deposit in the Land Registry Office. Such reference plan must be tied to the Horizontal Control Network in accordance with the municipal requirements and guidelines for referencing legal surveys. The Owner acknowledges and agrees to provide an electronic copy of the Transfer and a copy of the deposited reference plan to the City Clerk and Solicitor prior to the execution of this Agreement by the City. All costs shall be borne by the Owner.

APPROVED

By Lily Xu at 11:24 am, Mar 25, 2020

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: D07-12-18-0203

SITE LOCATION

3802 & 3812 Greenbank Road, and as shown on Document 1.

SYNOPSIS OF APPLICATION

The subject property is located on Greenbank Road, north of the Greenbank and Kilbernie Drive intersection. The subject properties are currently undeveloped and is a combined 0.284 hectares in size. To the north of the site is a single detached dwelling on a larger lot, which predated the residential development of the area. To the south of the property is a mix of low and medium-density dwellings, with single detached dwellings to the west of the property. To the east is the Greenbank Road arterial corridor, and beyond that the Stonebridge Golf Course and surrounding residential neighbourhood.

The proposal is to construct an 848m² commercial space that can house up to 10 retail units. The application requires Site Plan Control approval and a Major Zoning By-Law Amendment to amend the zoning on the property from Development Reserve (DR) to Local Commercial (LC).

Under the City of Ottawa Official Plan, the subject property is designated General Urban Area, which may provide for the development of a range of residential and commercial uses. Through the zoning by-law amendment process the proposal is to create a Local Commercial zone to encourage the provision of a variety of small, locally-oriented convenience and service uses.

The proposal positions the commercial building to face Greenbank Road, with parking placed to the side (south) and rear (west) of the building. The structure is proposed as a single storey building to provide compatibility with the surrounding neighbourhood, and mechanical equipment is to be screened and located to ensure minimal noise or visual impacts.

DECISION AND RATIONALE

This application is approved for the following reasons:

- The proposal is in compliance with applicable Official Plan policies and Zoning By-law;

- Site servicing and grading plans have been reviewed and are acceptable to this Department;
- The conditions of approval are necessary to ensure that the development occurs in compliance with City standards and requirements from various public bodies;
- The pedestrian network provided on site is safe; and
- The proposed development generally represents good planning by providing appropriate and efficient use of land.

CONSULTATION DETAILS

Councillor's Concurrence

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

Public Comments

Notification and public consultation were undertaken in accordance with the Public Notification and Public Consultation Policy approved by City Council for Zoning By-law amendments. One public meeting was also held in the community on June 12, 2019 at the Minto Recreation Complex.

Public Comments and Responses

Comment:

Traffic safety will need to be considered at the outset of the development.

Response

A traffic signal at the intersection of Greenbank Road and Kilbirnie is expected to be installed within the year. As well, the intersection will have dedicated right and left southbound turn lanes, a southbound through lane, and one lane northbound. These changes will also mean that access to the site will be right-in-right-out.

Comment:

Greenbank Road provides space for residents to go for walks, cycling, and provides access to the sports complex. Ensure the look and feel of Greenbank Road remains.

Response:

The proposal for the development will not remove existing multi-use pathway that runs along the front of the subject property. Additionally, the proposal takes into account

future Greenbank Road widening requirements and the proposal is setback approximately 10 metres from the existing front property line.

Comment:

Relaxing the minimum front yard setback requirements for the proposal could reduce traffic safety.

Response:

The minimum setback requirement for the front yard setback in the LC district is 3m. Due to right-of-way protections for Greenbank Road the proposed building is setback approximately 10 metres for the existing front property line. A landscape plan has been prepared showing front yard landscaping between the building and existing multi-use pathway.

Comment:

Relaxing the minimum side and rear setback requirements for the proposal puts the development too close to the neighbouring residences.

Response:

The right-of-way protections for Greenbank Road has pushed the development envelope further back onto the property away from the street. The proposed relaxations are a 4.5m setback along the shallowest portion of the west boundary down from a minimum of 5.0m. The proposed development site sits approximately 1 metre lower than the neighbouring residential properties' ground level, as well a 1.8m tall board fence exists along the western edge of the property providing significant screening. Additionally, tree planting is being proposed as part of the landscape plan that would increase the screening of the building above the fence line. Additionally, the layout of the proposed site plan gives the building a positive street presence, and reduces the visual impact of the parking lot from the street.

Comment:

Can the City limit the type of business to be run at the location and the hours of operation?

Response:

The Local Commercial zoning designation allows for a variety of small, locally-oriented convenience and service uses, such as: animal care establishment, convenience store, medical facility, office, retail store. Other uses are identified but may not be suitable for

the site, such as a drive-through facility. All uses and their hours of operations must adhere to the City of Ottawa Noise By-law.

Comment:

The use will provide disruptions to the community such as: noise, lighting, traffic, safety, housing values.

Response:

The City of Ottawa Noise By-law applies to a number cause of noise to promote public health, safety, welfare and peace and quiet of the inhabitants of the City. The noise bylaw applies to such causes of noise, including but limited to, shouting, sound amplification devices, mechanical equipment (ie. Exhaust systems), garbage collection, and deliveries.

Lighting on the site is defined through the Site Plan Control application process. A lighting plan will need to ensure that the lighting is directed downward to reduce light spillage and glare onto neighbouring properties.

Greenbank Road is a designated arterial roadway which is where neighbourhood traffic is typically directed. The nearby intersection of Greenbank Road and Kilbirnie Drive is to be signalized within the year.

It is important to ensure that the building is designed to provide as much visibility as possible so that people are able to see into and out of the proposed structure. Good sightlines and visibility can act as a deterrent to crime and make people feel safer. The concept site plan was also circulated with the Crime Prevention Through Environmental Design Co-ordinator (CPTED) and no concerns were identified with the proposal.

The City of Ottawa Official Plan, through the General Urban Area designation, encourages a mix of residential and local services across the City with the intention of improving the sense of community and improve access to services.

Comment:

Shopping areas are accessible less than a 5-minute drive from the area.

Response:

The intent of the General Urban Area of the Official Plan encourages a mix of uses within neighbourhoods to allow for the provision of services for to meet the everyday needs of local residents.

Comment:

The site plan does not show enough parking.

Response:

Vehicle and bicycle parking provided within the proposed Site Plan is to adhere to the types of uses with the structure as outlined within the Zoning By-law parking requirements.

Comment:

Proximity of the dumpster to residences and negative implications.

Response:

Waste collection areas within a parking lot must be at least 3 metres from a lot line not abutting a street, and must be screened by an opaque screen with a minimum height of 2 metres.

Comment:

The residential area is underserved by services.

Response:

An area identified within the Barrhaven South Community Design Plan identified an area on the south west corner of Greenbank Road and Cambrian Road for neighbourhood commercial. These lands were developed for residential use.


APPLICATION PROCESS TIMELINE STATUS

This Site Plan application was processed by the On-Time Decision Date established for the processing of an application that has Manager Delegated Authority due to issues needing to be resolved.

Contact: Kelby Lodoen Unseth Tel: 613-580-2424, ext. 12852, fax 613-580-2576 or e-mail: Kelby.LodoenUnseth@ottawa.ca

Document 1 – Location Map



	
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REVISION / RÉVISION - 2019 / 02 / 22	

LOCATION MAP / PLAN DE LOCALISATION
ZONING KEY PLAN / SCHÉMA DE ZONAGE



3802, 3812 ch. Greenbank Road

