

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

Site Location: 6111 Hazeldean Road

File No.: D07-12-21-0020

Date of Application: February 19, 2021

This SITE PLAN CONTROL application submitted by Philippe Paquette, LRL Engineering, on behalf of Grant Castle Corp, is APPROVED as shown on the following plan(s):

1. **Tree Conservation Report & Landscape Plan**, L.1, prepared by James B. Lennox & Associates Inc., dated February 12, 2021, revision 3 dated August 26, 2021.
2. **Proposed Elevations Halo Carwash**, A201, prepared by McRobie Architects + Interior Designers Inc., dated January 26, 2021, revision 2 dated June 7, 2021.
3. **Proposed Elevations Halo Carwash**, A202, prepared by McRobie Architects + Interior Designers Inc., dated January 26, 2021, revision 2 dated June 7, 2021.
4. **Proposed Elevations Building 2**, A203, prepared by McRobie Architects + Interior Designers Inc., dated January 26, 2021, revision 2 dated June 7, 2021.
5. **Proposed Elevations Starbucks Building 3**, A203, prepared by McRobie Architects + Interior Designers Inc., dated January 26, 2021, revision 2 dated June 7, 2021.
6. **General Notes Plan**, C001, prepared by LRL Associates Ltd., dated February 5, 2021, revision 5 dated November 22, 2021.
7. **Erosion and Sediment Control Plan**, C101, prepared by LRL Associates Ltd., dated February 5, 2021, revision 5 dated November 22, 2021.
8. **Demolition Plan**, C102, prepared by LRL Associates Ltd., dated February 5, 2021, revision 5 dated November 22, 2021.
9. **Site Development Plan**, C201, prepared by LRL Associates Ltd., dated February 5, 2021, revision 5 dated November 22, 2021.

10. **Building Coordinates & Reference Plan**, C202, prepared by LRL Associates Ltd., dated February 5, 2021, revision 5 dated November 22, 2021.
11. **Grading and Drainage Plan**, C301, prepared by LRL Associates Ltd., dated February 5, 2021, revision 6 dated December 3, 2021.
12. **Servicing Plan**, C401, prepared by LRL Associates Ltd., dated February 5, 2021, revision 5 dated November 22, 2021.
13. **Car Wash Wastewater Treatment & Reclamation System**, C402, prepared by LRL Associates Ltd., dated February 5, 2021, revision 5 dated November 22, 2021.
14. **Stormwater Management Plan**, C601, prepared by LRL Associates Ltd., dated February 5, 2021, revision 5 dated November 22, 2021.
15. **Pre-Development Watershed Plan**, C701, prepared by LRL Associates Ltd., dated February 5, 2021, revision 5 dated November 22, 2021.
16. **Post-Development Watershed Plan**, C702, prepared by LRL Associates Ltd., dated February 5, 2021, revision 5 dated November 22, 2021.
17. **Sanitary Watershed Plan**, C703, prepared by LRL Associates Ltd., dated February 5, 2021, revision 5 dated November 22, 2021.
18. **Construction Detail Plan**, C901, prepared by LRL Associates Ltd., dated February 5, 2021, revision 5 dated November 22, 2021.
19. **Construction Detail Plan**, C902, prepared by LRL Associates Ltd., dated February 5, 2021, revision 5 dated November 22, 2021.
20. **Construction Detail Plan**, C903, prepared by LRL Associates Ltd., dated February 5, 2021, revision 5 dated November 22, 2021.

And as detailed in the following report(s):

1. **Stormwater Management Report and Servicing Brief**, prepared by LRL Associates Ltd., dated January 19, 2021, revised November 11, 2021.
2. **Site Lighting Certificate**, prepared by LRL Associates Ltd., dated August 23, 2021.
3. **Geotechnical Investigation**, prepared by LRL Associates Ltd., dated September, 2020 revised May 28, 2021.
4. **Geotechnical Memorandum**, prepared by LRL Associates Ltd., dated November 1, 2021.
5. **Environmental Noise Impact Assessment for the Proposed Halo Car Wash Facility at 6111 Hazeldean Road**, prepared by Freefield Ltd., dated January 21, 2021.

6. **Phase I Environmental Site Assessment**, prepared by LRL Associates Ltd., dated November 18, 2021.
7. **Traffic Impact Assessment Strategy Report**, prepared by D. J. Halpenny & Associates Ltd., dated February 11, 2021.

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

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. 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.

3. 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.

4. 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.

5. 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.

6. 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.

7. Construct Sidewalks

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

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 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. **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.

SPECIAL CONDITIONS

Roads Right-of-Way and Traffic

12. 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.

13. Transportation Study/Brief

The Owner has undertaken a Transportation Impact Assessment for this site, which Brief are 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.

Access

14. 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.

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.

Noise

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. Certification Letter for Noise Control Measures

- (a) The Owner acknowledges and agrees that upon completion of the development and prior to occupancy and/or final building inspection, it shall retain a Professional Engineer, licensed in the Province of Ontario with expertise in the subject of acoustics related to land use planning, to visit the lands, inspect the installed noise control measures and satisfy himself that the installed recommended interior noise control measures comply with the measures in the Environmental Noise Impact Assessment Study referenced in Schedule "E" hereto, as approved by the City and/or the approval agencies and authorities (The Ministry of the Environment, Conservation and Parks) or noise thresholds identified in the City's Environmental Noise Control Guidelines. The Professional Engineer shall prepare a letter to the General Manager, Planning, Infrastructure and Economic Development (the "Certification Letter") stating that he certifies acoustical compliance with all requirements of the applicable conditions in this Agreement, to the satisfaction of the General Manager, Planning, Infrastructure and Economic Development.
- (b) The Certification Letter shall be unconditional and shall address all requirements as well as all relevant information relating to the development, including project name, lot numbers, building identification, drawing

numbers, noise study report number, dates of relevant documents and in particular reference to the documents used for the building permits and site grading applications. The Certification Letter(s) shall bear the certification stamp of a Professional Engineer, licensed in the Province of Ontario, and shall be signed by said Professional Engineer, and shall be based on the following matters:

- (i) Actual site visits, inspection, testing and actual sound level readings at the receptors;
 - (ii) Previously approved Detailed Noise Control Studies, Site Plan and relevant approved Certification Letters (C of A) or Noise thresholds of the City's Environmental Noise Control Guidelines; and
 - (iii) Non-conditional final approval for release for occupancy.
- (c) All of the information required in subsections (a) and (b) above shall be submitted to the General Manager, Planning, Infrastructure and Economic Development, and shall be to his satisfaction.

18. **Noise Control Attenuation Measures**

The Owner covenants and agrees that it shall retain the services of a professional engineer licensed in the Province of Ontario to ensure that the recommendations of the Noise Impact Study, referenced in Schedule "E" herein (the "Report"), are fully implemented. The Owner further acknowledge and agrees that it shall provide the General Manager, Planning Infrastructure and Economic Development Department with confirmation issued by the professional engineer that the Owner has complied with all recommendations and provisions of the Report, prior to building occupancy, which confirmation shall be to the satisfaction of the General Manager, Planning Infrastructure and Economic Development Department.

ENGINEERING

Geotechnical Engineering and Soils

19. **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.

Civil Engineering

20. Spill Contingency and Pollution Prevention Plan

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

- (a) the name, job title and location (address) of the Owner, person in charge, management or person(s) in control of the buildings;
- (b) the name, job title and 24-hour telephone number of the person(s) responsible for activating the spill contingency and pollution prevention plan;
- (c) a site plan drawn to scale showing the facility, nearby buildings, streets, catch basins and manholes, drainage patterns (including direction of flow in storm sewers), and receiving water course that could potentially be significantly impacted by a spill and any features which need to be taken into account in terms of potential impacts on access and response (including physical obstructions and location of response and clean-up equipment);
- (d) steps to be taken to report, contain, clean up and dispose of contaminants following a spill;
- (e) a listing of telephone numbers for local clean-up companies who may be called upon to assist in responding to spills, local emergency responders including health institution(s), and the Ministry of the Environment, Conservation and Parks Spills Action Centre;
- (f) Materials Safety Data Sheets (MSDS) for each hazardous material which may be transported or stored in the said building;
- (g) the means (internal corporate procedures) by which the spill contingency and pollution prevention plan is activated;
- (h) a description of the spill response training provided to employees assigned to work in the said building, the date(s) on which the training was provided and by whom;
- (i) an inventory of response and clean-up equipment available to implement the spill contingency and pollution prevention plan, location and date of maintenance/replacement if warranted; and
- (j) the dates on which the spill contingency and pollution prevention plan was prepared and subsequently, amended.

The Owner covenants and agrees to maintain the spill contingency and pollution prevention plan up to date through revisions undertaken from time to time as required by changes to the general operations of the site. The Owner further covenants and agrees to retain a copy of the spill contingency and pollution

prevention plan in a conspicuous, readily accessible location on-site such that it can be used as a reference by employees assigned to work in the said building. The Owner further covenants and agrees that it will make available, for inspection and copying by City personnel, the spill contingency and pollution prevention plan.

21. **Requirement for Grease and Oil Interceptor**

The Owner shall, in accordance with the City's Sewer By-law, being By-law No. 2003-514, as amended, install a grease and oil interceptor or treatment system on the internal sanitary plumbing system in such a location where the storage or repair or washing of vehicles occurs.

22. **Protection of City Sewers**

(a) Prior to the issuance of a building permit, the Owner shall, at its expense:

(i) obtain a video inspection of the City Sewer System within Block 265 prior to any construction to determine the condition of the existing City Sewer System prior to construction on the lands and to provide said video inspection to the General Manager, Planning, Infrastructure and Economic Development.

(b) Upon completion of construction on the lands, the Owner shall, at its expense and to the satisfaction of the General Manager, Planning, Infrastructure and Economic Development:

(i) obtain a video inspection of the existing City Sewer System within Block 265 to determine if the City Sewer System sustained any damages as a result of construction on the lands; and

(ii) assume all liability for any damages caused to the City Sewer System within Block 265 and compensate the City for the full amount of any required repairs to the City Sewer System.

23. **Inlet Control Devices (ICDs)**

The Owner acknowledges and agrees to install and maintain in good working order the required in-ground stormwater inlet control devices, as recommended in the approved Stormwater Management Report and Servicing Brief, Prepared by LRL, dated November 11, 2021, 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.

24. **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.

25. **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.

26. **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.

Private Systems

27. **Water Plant**

The Owner acknowledges and agrees that the water plant within the lands is a private watermain. The Owner further acknowledges and agrees that the private watermain and appurtenances thereto are to be maintained by the Owner at its own expense, in perpetuity. The Owner performing maintenance on critical infrastructure, such as private watermains and private fire hydrants, shall maintain adequate records as proof of having done so in accordance with applicable regulations, and that the records shall be retained for review by the City and or the Ottawa Fire Services when requested.

28. **Private Storm Sewer Connection to City Sewer System**

The Owner acknowledges and agrees that any new storm sewers to be installed as part of this development shall not be connected to the City's existing storm sewer system until such time as either:

- (a) a certificate of conformance and As-built 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.

29. **Leak Survey**

The Owner acknowledges and agrees that the Water Plant and sewer service within the lands is a private system, including Private Services and sewer services and appurtenances, and the Owner acknowledges and agrees that it is responsible for the operation, maintenance and/or replacement, in perpetuity, of the Private Services and sewer system, including the Private Watermains, private hydrants, private sanitary and storm sewer infrastructure (collectively the “private system”) which are located on the lands and that the Owner will retain copies of all the associated Work and maintenance contracts, and make said contracts available for inspection upon demand by the City.

Further, the Owner acknowledges and agrees to have a Professional Engineer, licensed in the Province of Ontario, conduct regular inspections of the water system and sewer system, which includes a leak detection survey at least every five (5) years and a video of the sanitary sewer system to check for major water infiltration into the private system. Copies of the inspection reports and videos shall be provided to the General Manager, Public Works and Environmental Services and Fire Services. The Owner further acknowledges and agrees that as part of the Owner's ongoing maintenance responsibility for the private system, repairs to the system must be completed immediately to correct any deficiencies which contribute to water loss or leakage of infiltration within the private system. Any deficiencies shall be immediately reported to the City. The Owner acknowledges and agrees to notify the General Manager, Public Works and Environmental Services when such repairs have been completed.

Blasting

30. **Use of Explosives and Pre-Blast Survey**

- (a) The Owner acknowledges and agrees that all blasting activities will conform to the City's Standard S.P. No. F-1201 entitled *Use of Explosives*, as amended. Prior to any blasting activities, a pre-blast survey shall be prepared as per S.P. No. F-1201, at the Owner's expense, for all buildings, utilities, structures, water wells and facilities likely to be affected by the blast, in particular, those within seventy-five (75) metres of the location where explosives are to be used. The standard inspection procedure shall include the provision of an explanatory letter to the owner or occupant and owner

with a formal request for permission to carry out an inspection (the "Notification Letter").

- (b) The Owner acknowledges and agrees that the Notification Letter(s) shall be in compliance with City Standard S.P. No. F-1201 and to the satisfaction of the General Manager, Planning, Infrastructure and Economic Development. Pursuant to City Standard S.P. No. F-1201, the Owner or its agents, contractors and subcontractors shall provide written notice to all owners and tenants of any building and/or facility located within a minimum of one hundred and fifty (150) metres from the blasting location at a minimum of fifteen (15) business days prior to any blasting. The Owner further acknowledges and agrees that it shall provide a copy of the Notification Letter(s) to the General Manager, Planning, Infrastructure and Economic Development prior to any blasting activities.

31. **Pre-Blast Survey**

Prior to any blasting activities, the Owner acknowledges and agrees it shall arrange for a pre-blast survey to be carried out in accordance with Ontario Provincial Standard Specification entitled "General Specification for the Uses of Explosives", Section 120.07.03, by a Professional Engineer licensed in the Province of Ontario, which states as follows:

- (a) A pre-blast survey shall be prepared for all buildings, utilities, structures, water wells, and facilities likely to be affected by the blast and those within 150 m of the location where explosives are to be used. The standard inspection procedure shall include the provision of an explanatory letter to the owner or occupant and owner with a formal request for permission to carry out an inspection.
- (b) The pre-blast survey shall include, as a minimum, the following information:
 - (i) Type of structure, including type of construction and if possible, the date when built.
 - (ii) Identification and description of existing differential settlements, including visible cracks in walls, floors, and ceilings, including a diagram, if applicable, room-by-room. All other apparent structural and cosmetic damage or defect shall also be noted. Defects shall be described, including dimensions, wherever possible.
 - (iii) Digital photographs or digital video or both, as necessary, to record areas of significant concern. Photographs and videos shall be clear and shall accurately represent the condition of the property. Each photograph or video shall be clearly labelled with the location and date taken.
- (c) A copy of the pre-blast survey limited to a single residence or property, including copies of any photographs or videos that may form part of the report shall be provided to the owner of that residence or property, upon request.

32. **Site Lighting Certificate**

- (a) In addition to the requirements contained in clause 19 of Schedule “C” hereto, the Owner acknowledges and agrees, prior to the issuance of a building permit, to provide the City with a certificate from an acceptable professional engineer, licensed in the Province of Ontario, which certificate shall state that the exterior site lighting has been designed to meet the following criteria:
 - (i) it must be designed using only fixtures that meet the criteria for full cut-off (sharp cut-off) classification, as recognized by the Illuminating Engineering Society of North America (IESNA or IES);
 - (ii) and it must result in minimal light spillage onto adjacent properties. As a guideline, 0.5 fc is normally the maximum allowable spillage.
- (b) The Owner acknowledges and agrees that, upon completion of the lighting Works and prior to the City releasing any associated securities, the Owner shall provide certification satisfactory to the General Manager, Planning, Infrastructure and Economic Development, from a Professional Engineer, licensed in the Province of Ontario, that the site lighting has been constructed in accordance with the Owner’s approved design plan.

PLANNING AND OTHER

Planning and Design

33. **Exterior Elevations Drawings**

The Owner acknowledges and agrees to construct the proposed building in accordance with the approved Elevations, 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.

34. **Phasing**

The Owner acknowledges and agrees that the proposed development will be constructed in Phases as shown on the approved “Site Plan Proposed Overall” referenced in Schedule “E” herein. The Owner acknowledges and agrees that this Site Plan Approval is subject to the Owner entering into an Amending Site Plan Agreement, for the lands shown as Phase 2 on the approved “Site Plan Proposed Overall” referenced in Schedule “E” herein, the payment of any applicable fees and securities, and any other requirements that the City may require, all to the satisfaction of the General Manager, Planning, Infrastructure and Economic Development.

The Owner further agrees that a holding provision shall remain on the Phase 2 development lands until such time as revised drawings and studies are presented and adequacy of public servicing is demonstrated for the undeveloped lands. This includes but is not limited to demonstrating that Jackson Trails has sufficient Pump Station residual capacity to receive the undeveloped lands.

35. **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.

36. **Archaeological Potential**

In the event that archaeological or human remains are discovered on or buried within the subject lands during development activities, the Owner acknowledges and agrees to stop all construction and soil disturbance and shall notify the Ministry of Tourism, Culture and Sport of such findings. As required under Part VI of the Ontario Heritage Act, R.S.O. 1990, c.O.18.

37. **Archaeological**

- (a) The Owner acknowledges and agrees that should potential archaeological resources be encountered during excavation activities, all Work in the area must stop immediately and the Owner shall contact a provincially licensed archaeologist.
- (b) The Owner acknowledges and agrees that if during the process of development deeply buried/undetected archaeological remains are uncovered, the Owner shall immediately notify the Archaeology Section of the Ontario Ministry of Tourism, Culture and Sport.
- (c) The Owner acknowledges and agrees that in the event that human remains are encountered during construction, the Owner shall immediately contact the police, the Ministry of Tourism, Culture and Sport and the Registrar of Cemeteries, Cemeteries Regulation Unit, Ministry of Consumer and Business Services, Consumer Protection Branch.

Waste Collections

38. **Waste and Recycling Collection (Standard Collection)**

- (a) Non-Residential/Commercial Units

The Owner acknowledges and agrees that waste collection and recycling collection will not be provided by the City and it shall make appropriate arrangements with a private contractor for waste collection and recycling collection at the Owner's sole expense. The Owner shall consult a private contractor regarding any access requirements for waste and/or recycling collection.

Trees

39. **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.

40. **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 Tree Protection By-law, being By-Law No. 2020-340, 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.

Parkland

41. **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.

Common Elements

42. **Joint Use, Maintenance and Liability Agreement**

- (a) 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 watermain, 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.
- (b) 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 43 (a) above.
- (c) 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.
- (d) 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.

43. **Joint Use and Maintenance and Liability Agreement**

- a) Prior to registration of the Site Plan Control agreement, the Owner covenants and agrees to enter into a Joint Use, Maintenance and Liability Agreement with the Owner of the abutting property at 6081 Hazeldean Road which shall be binding upon the owners and all subsequent purchasers to deal with private access, common landscaped areas and stormwater management 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.
- b) The Joint Use, Maintenance and Liability agreement shall be filed with the General Manager, Planning, Infrastructure and Economic Development for review and approval prior to the registration of the Site Plan Control agreement.
- c) 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).

- d) The Owner acknowledges and agrees that the Joint Use, Maintenance and Liability Agreement shall be registered on the Owner's land at no cost to the City, and a copy of the registered agreement shall be provided to the General Manager, Planning, Infrastructure and Economic Development.
- e) The owner shall receive approval from the Committee of Adjustment to establish an access easement over a portion of 6081 Hazeldean Road prior to registration of the Site Plan Control agreement.

Signs

44. 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.

CONVEYANCES TO CITY

45. Public Access Easement

Prior to the Registration of this Agreement, the Owner shall grant to the City, at no cost to the City, an unencumbered 2 metres easement for Pedestrian Accesses from the existing walkway blocks to the north as shown on the approved Site Development Plan Plan referenced in Schedule "E" hereto, to the satisfaction of the City. The Owner shall provide a Reference Plan for registration, indicating the Pedestrian Access easement, 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 registration of the easement. All costs shall be borne by the Owner.

46. Access Easement to City

The Owner acknowledges and agrees it shall grant to the City, at the Owner's expense, a Blanket Easement over the lands, with the right and licence of free, uninterrupted, unimpeded and unobstructed access to the City to enter on and to pass at any and all times, on, over, along and upon the lands with or without vehicles, supplies, machinery and equipment for all purposes necessary or convenient to construct, maintain, repair and replace the Private Watermains, Private Service Posts and fire hydrants at the Owner's expense. The Owner acknowledges and agrees that notwithstanding the rights granted to the City under

the grant of easement, the Owner remains responsible at all times for the maintenance, inspection, alteration, repair, replacement and reconstruction of the utility in the said lands during their term of use. The Owner acknowledges and agrees to provide an electronic copy of the Transfer of Easement prior to the execution of this Agreement by the City, to the satisfaction of the City Clerk and Solicitor. All costs shall be borne by the Owner.



Date

Erin O'Connell
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: D07-12-21-0020

SITE LOCATION

6111 Hazeldean Road, Part Lot 24, Concession 12, Goulbourn, Part 2, Plan 4R-30619; City of Ottawa (PIN 04487-2615), and as shown on Document 1.

SYNOPSIS OF APPLICATION

The site is located on the north side of Hazeldean Road and west of Stittsville Main Street. The Subject Property, which has 162.30 metres of frontage on Hazeldean Road and an area of 18494.2 square metres, is somewhat irregular in shape. The subject property was first developed in 2016 with a Minto sales centre for its Potter's Key residential development. The sales centre, which was in the southeast corner of the subject property, is no longer present. All that remains is an asphalt parking lot.

Surrounding land uses include:

- To the west a vacant parcel of land approximately 9000 square metres in area which is zoned Arterial Mainstreet subzone 9 (AM9) zone.
- To the north is developed with single-detached and townhouse dwellings and is zoned Residential Third Density subzone YY with urban exception 2338 (R3YY[2338]) zone.
- To the east is developed with a commercial plaza and is zoned Arterial Mainstreet subzone 9 with urban exception 2101 (AM9[2101]) zone.
- To the south is developed with a retirement residence, medical office and restaurant and is zoned Arterial Mainstreet subzone 9 (AM9) zone.

The subject site is designated Arterial Mainstreet in the Official Plan and is zoned AM9 [1699] Arterial Mainstreet, Subzone 9, Exception 1699. A holding provision remains on the a portion of the site. As set out in Exception 1699, the "h" is a holding provision indicating that the following conditions must be satisfied prior to lifting of the holding provision:

- The Jackson Trails pumping station has sufficient capacity to accept flows from the proposed development to the satisfaction of the City; and that sufficient

capacity downstream of the Jackson Trails pumping station is available for the proposed development.

The applicant proposes to develop the property with four (4) commercial buildings: a drive through car wash, an automotive service centre and two freestanding commercial buildings. Approximately 5,100 square metres of land in the northwest corner of the Subject Property (Phase 2) will remain undeveloped at this time. Access will be provided via the signalized entrance to the east and a new right in/right out entrance from Hazeldean Road.

DECISION AND RATIONALE

This application is approved for the following reasons:

- The proposal conforms to the policies of the Arterial Mainstreet designation of the City's Official Plan;
- The proposal conforms to all applicable zoning provisions including the provisions of the AM9 Subzone of Zoning By-law 2008-250 as amended;
- Conditions of approval have been included in this report in order to ensure 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; and,
- The proposed development is appropriately designed and represents good planning.

PARKLAND DEDICATION

Parkland dedication, in accordance with By-law 2009-95, is being satisfied within this approval through the taking of cash-in-lieu of parkland as detailed in the above conditions.

CONSULTATION DETAILS

Councillor's Concurrence

Councillor Glen Gower was aware of the application related to this report. Councillor has concurred with the proposed conditions of approval.

Response to Councillor Comments

Comment: The site plan is dominated by pavement. Look to ways to reduce pavement coverage (reduce the number of parking spots), increase vegetation, and/or find permeable pavement solutions where possible

Response: The application was revised to provide additional soft landscaping adjacent to walkways and around the perimeter of buildings.

Comment: This is a very car-oriented development (drive-thru coffee, car wash, car repair), which is counter to the City's goals of reducing reliance on the private automobile for transportation.

Response: The application was revised to provide additional pedestrian pathways have been provided from the Potter's Key subdivision to the north and through the site. Additionally, bicycle parking has been provided in accordance with Zoning requirements in order to reduce reliance on automobiles.

Comment: Better attention should be given to the active transportation pathway connectivity to the northwest and northeast of the site to Bandelier Way, to ensure safe and convenient pedestrian access from Bandelier to Hazeldean Road.

Response: The application was revised to include pathway connections to the existing walkway blocks to the north in the first phase of development.

Comment: The sound barrier wall along Hazeldean is good to mitigate sound from air driers, but I would like to see better animation along streetscape than just a blank wall.

Response: The Hazeldean Road frontage has been revised to add more interest to the roadway frontage.

Comment: Please increase the planned landscaping along the north end of the site – trees, tall shrubs, etc. – to minimize sound, light, and other visual impact of the new commercial development

Response: Additional tree planting was provided to rear of the Mr. Lube unit to provide additional screening.

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: The developer should considered planting with native grasses and flowers rather than sod.

Response: The proposed landscaping plan meets City requirements to ensure heartiness and longevity of the proposed plantings.

Comment: Trees should be planted at the rear of the site to provide a buffer to existing residences.

Response: 10 trees will be provided at the rear of the site.

Comment. There are too many carwashes in the area.

Response: The Arterial Mainstreet zoning of the site permits a range of uses including the uses proposed on the site.

Advisory Committee Comments

Summary of Comments – Advisory Committees

Finished grade elevations are not shown. Will the building entrances be Accessible

Response to Comments – Advisory Committees

In accordance with the Ontario Building Code, the proposed commercial buildings will have barrier free access. Additionally, accessible parking spaces have been provided.

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 issues associated with servicing.

Contact: Lisa Stern, Tel: 613-580-2424, ext. 21108 or e mail: Lisa.Stern@ottawa.ca

Document 1 – Location Map

