

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

Site Location: 3831 Cambrian Road

File No.: D07-12-20-0102

Date of Application: October 1, 2020

This SITE PLAN CONTROL application submitted by Bria Aird, FoTenn Consultants Inc, on behalf of Metro Ontario Inc., is APPROVED as shown on the following plan(s):

1. **Site Plan**, SP-1, prepared by Roderick Lahey Architect Inc., revision 9 dated Mar. 14, 22.
2. **Temporary Road Site Plan**, SP-3, prepared by Roderick Lahey Architect Inc., revision 7 dated Mar. 14, 22.
3. **Building “B – C” Elevations**, A-01, prepared by Roderick Lahey Architect Inc., revision 2 dated May 20, 21.
4. **Building “A – B” Elevations**, A-02, prepared by Roderick Lahey Architect Inc., revision 2 dated May 20, 21.
5. **Landscape Plan**, L1, prepared by Gino J. Aiello landscape architect, dated July 2020, revision 9 dated March 14, 2022.
6. **Existing Conditions Plan, 3831 Cambrian Road**, EX-1, prepared by DSEL, dated August 2020, revision 3 dated 21.05.25.
7. **Grading Plan, 3831 Cambrian Road**, GP-1, prepared by DSEL, dated August 2020, revision 7 dated 22.01.13.
8. **Site Servicing Plan, 3831 Cambrian Road**, SSP-1, prepared by DSEL, dated August 2020, revision 7 dated 22.01.13.
9. **Erosion Control Plan, 3831 Cambrian Road**, EC-1, prepared by DSEL, dated August 2020, revision 3 dated 21.05.25.

10. **Stormwater Management Plan, 3831 Cambrian Road, SWM-1**, prepared by DSEL, dated August 2020, revision 3 dated 21.05.25.

And as detailed in the following report(s):

1. **Geotechnical Investigation**, prepared by Paterson Group Inc., dated July 29, 2020.
2. **Update to Phase I ESA**, prepared by Paterson Group Inc., dated July 31, 2020.
3. **Stationary Noise Assessment**, prepared by Gradient Wind Engineers and Scientists, dated August 24, 2020.
4. **Technical Circulation Comments – Structural Response**, prepared by Gravity Engineering Inc., dated August 13, 2021.
5. **Site Servicing and Stormwater Management Report**, prepared by DSEL, Revision 3 dated May 2021.
6. **Transportation Impact Study**, prepared by CGH Transportation, dated April 2021.

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

Requirements

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

General Conditions

1. Execution of Agreement Within One Year

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

2. 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, Real Estate 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, Real Estate 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, Real Estate 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, Real Estate 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, Real Estate 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, Real Estate 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, Real Estate 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, Real Estate and Economic Development, the aforesaid Works are proceeding satisfactorily toward completion. The Owner shall obtain the prior consent of the General Manager, Planning, Real Estate 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, Real Estate 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

12. Road Modifications

The Owner agrees to complete all road modifications required to accommodate this development and further acknowledges and agrees that it is responsible for all costs associated with the public roadway modifications.

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 Impact Assessment

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, Real Estate and Economic Development.

15. 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, Real Estate and Economic Development.

16. Private Approach Detail

The Owner acknowledges and agrees that all private approaches serving the proposed development shall be designed and constructed, at the sole expense of the Owner, in accordance with the City's "Curb Return Entrances – Uncontrolled Intersections" Plan, Drawing No. SC7.1, dated March 2007 and revised March 2021, and the Owner shall comply with the City's Private Approach By-law, being No. 2003-447, as amended.

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. 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 Stationary Noise Assessment, referenced in Schedule "E" herein (the "Report"), are fully implemented. The Owner further acknowledge and agrees that it shall provide the General Manager, Planning, Real Estate 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, Real Estate and Economic Development Department.

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 (the "Report"), referenced in Schedule "E" herein, are fully implemented. The Owner further acknowledges and agrees that it shall provide the General Manager, Planning, Real Estate 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, Real Estate and Economic Development.

20. Re-Grading and Maintenance of Ditch

The Owner acknowledges and agrees it shall be responsible for various grading and maintenance measures along Future Greenbank Road, which include the following:

- a. Re-grade the shoulders of the ditch within the road allowance(s) of Future Greenbank Road abutting the subject lands, to the satisfaction of the General Manager, Planning, Real Estate and Economic Development Department;
- b. Obtain utility clearances prior to the re-grading of any ditch;

- c. Obtain approval from the City's Municipal Drainage Branch of the Parks, Forestry & Stormwater Services Department if the grade of any ditch bottom is to change; and
- d. Maintain a grass cover within the road allowance(s) of Future Greenbank Road abutting the subject lands, to the satisfaction of the General Manager, Planning, Real Estate and Economic Development Department.

21. 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.

22. Stormwater Management Memorandum

Prior to registration of this Agreement, the Owner acknowledges and agrees to provide the General Manager, Planning, Real Estate and Economic Development, with a memorandum prepared by a Professional Engineer, licensed in the Province of Ontario, confirming that the designed roof-top scuppers and associated spill point elevations will be set equivalent to the top of the control weir of the approved roof drain elevation(s). The Owner further acknowledges and agrees that said memorandum shall be to the satisfaction of the General Manager, Planning, Real Estate and Economic Development, and all associated costs shall be the Owner's responsibility.

23. Inlet Control Devices (ICDs)

The Owner acknowledges and agrees to install and maintain in good working order the required roof-top and in-ground stormwater inlet control devices, as recommended in the approved Site Servicing and Stormwater Management Report, referenced in Schedule "E" herein. The Owner further acknowledges and agrees it shall assume all maintenance and replacement responsibilities in perpetuity. The Owner shall keep all records of inspection and maintenance in perpetuity, and shall provide said records to the City upon its request.

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, Real Estate 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, Real Estate 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, Real Estate 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, Real Estate 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, Real Estate 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.

27. Site Lighting Certificate

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, Real Estate 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.

28. 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, Real Estate 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.

29. 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 Cambrian Road and future realigned 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. Furthermore, the Owner acknowledges that trees may be impacted by the Greenbank Road construction and the City will work to minimize impacts.

30. 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.

31. Waste and Recycling Collection (Standard Collection)

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.

32. Cash-in-Lieu of Parkland

Upon execution of this Agreement, the Owner shall pay cash-in-lieu of parkland in the amount of \$104,492.96 as referenced in Schedule “B” herein. The Owner shall also pay the parkland appraisal fee of \$500.00 plus H.S.T. of \$65.00, as referenced in Schedule “B” herein. Pursuant to the City's Parkland Dedication By-law, being By-law No. 2009-95, as amended, 40% of said funds collected shall be directed to City wide funds, and 60% shall be directed to Ward 3 funds.

33. Park - Encroachment

The Owner shall not, in any way, encroach onto any portion of the neighbouring park block (Dowitcher Park). This shall include, but not be limited to, storage of any equipment, vehicles, building materials, stockpiled soils, granulars and snow.

34. Park - Construction Fencing

The Owner shall install, and maintain in good order, a 6 feet high, metal, modular construction fence along the entire length of the southern boundary of the development site for the duration of the construction to protect the park.

35. 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, Real Estate 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.

36. Road Widening

Within 6 months from receiving Site Plan approval, the Owner acknowledges and

agrees to provide to the City an R plan and to convey to the City, at no cost to the City, an unencumbered road widening across the future Greenbank Road frontage to accommodate for additional auxiliary lanes. The widening is generally defined as an increased sight triangle up to 19 metres from Cambrian Road, a widening of 2.8 metres for the next 136 metres and a taper down to a widening of 2.1 metres at the southern property line. The exact widening must be determined by legal survey through consultation with Infrastructure Services and to the satisfaction of the General Manager, Planning, Real Estate and Economic Development. 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 Solicitor prior to the execution of this Agreement by the City. All costs shall be borne by the Owner.

37. Licence of Occupation

The Owner acknowledges and agrees to enter into a Licence of Occupation with the City for, and prior to, the construction of a temporary access on the City's future right-of-way and for the use of this temporary access. The Owner acknowledges and agrees that the Licence of Occupation shall be valid for five (5) years, and may be extended, pursuant to the terms and conditions stated in the Licence of Occupation.

38. Future Realigned Greenbank Road lands

The Owner acknowledges and agrees that the access to the future realigned Greenbank Road lands is being granted through a Licence of Occupation of which the City has no obligations to extend or renew. In the event that the License of Occupation expires or is otherwise terminated, the Owner shall be responsible to manage their operations with the Cambrian Road access.

November 10, 2023

Date



Lily Xu
Manager, Development Review, South
Planning, Real Estate and Economic
Development Department

Enclosure: Site Plan Control Application approval – Supporting Information

SITE PLAN CONTROL APPROVAL APPLICATION SUPPORTING INFORMATION

File Number: D07-12-20-0102

SITE LOCATION

3831 Cambrian Road, and as shown on Document 1.

SYNOPSIS OF APPLICATION

The site has an area of 2.21 hectares and is located on the southeast corner of the intersection of Cambrian Road and the future alignment of Greenbank Road. The property is undeveloped.

Directly to the north, across Cambrian Road, is an undeveloped property zoned for commercial and mixed-use development and a low-rise residential neighbourhood developed with townhomes which extends to the east. The lands directly east of the site are developed with residential land uses, including predominantly townhouse dwellings. Directly south of the site is the Dowitcher Park. The lands further south are under development as a residential subdivision. The future realigned Greenbank Road right-of-way abuts the western property line of the site. Across the right-of-way to the west is a vacant property zoned for commercial and mixed-use development.

Metro proposes to develop the main Metro retail food store building along with the adjacent retail store. Additionally, two smaller buildings will be constructed along Cambrian Road, one being a retail building and one being a mixed-use building (office and retail). The retail food store and adjacent retail building has a total Gross Floor Area (GFA) of 3,618.1 square metres. The two additional buildings have GFAs of 830 square meters and 1,060 square meters respectively. The development is supported by 275 surface parking spaces, located in between the Metro building and the two smaller buildings along Cambrian Road which also includes pedestrian connections to Cambrian Road and to future realigned Greenbank. A total of 24 bicycle parking spaces are proposed and a 3-metre treed landscape buffer is proposed along the eastern and southern property line.

One all-movement access is proposed at the northern edge of the property, onto Cambrian Road. Two accesses are proposed along the future Greenbank Road right-of-way. At the southern end of the property, a one-way entrance is proposed, allowing trucks and service vehicles to access the loading bays. In the interim condition, this access will be left-turn only. A second access, primarily for customers, is proposed in front of the Metro store.

The realignment of Greenbank Road from the Jock River to Cambrian Road is currently scheduled for 2031, with a timeline for the extension south of Cambrian Road still to be determined. As a result of this delay, an interim solution will be required to permit the proposed commercial uses to operate until the roadway (south of Cambrian Road) is fully operational. Metro proposes to lease a portion of the Greenbank right-of-way for interim use. The interim access from Greenbank Road will be provided by a temporary paved roadway within the future right-of-way, connecting the subject property to Cambrian Road.

DECISION AND RATIONALE

This application is approved for the following reasons:

- The subject site is designated General Urban Area in the City's Official Plan, which permits the development of a full range and choices of housing types to meet the needs of all ages, incomes and life circumstances, in combination with conveniently located employment, retails, service, cultural, leisure, entertainment and institutional uses. The proposed development conforms with the relevant policies of the Plan.
- The subject site is designated Community Core in the Barrhaven South Community Design Plan which permits mixed use development, and a wide range of commercial and service uses are encouraged, including retail stores, food stores, restaurants, personal service uses, financial institutions, business offices, medical offices and entertainment uses. The proposed development conforms with the relevant policies of the CDP.
- The subject site is zoned GM[2340] (General Mixed Use – Exception 2340) which permits the proposed use. The proposed development complies with all relevant provisions of Zoning By-law 2008-250.
- The proposed development complies with the City's applicable design and compatibility objectives of the City's Official Plan. The site layout and design is an efficient use of the land and creates a pedestrian friendly environment by connecting the building to Cambrian Road with new walkways. The landscaping enhancements buffers the site, softens the building façade and helps reduce the heat island effect.
- The proposed site layout and design represents good planning.

PARKLAND DEDICATION

The Parkland Dedication requirement is to be calculated as per the City of Ottawa Parkland Dedication By-law No 2009-95. Section 3 of the By-law specifies that the requirement for commercial / industrial development is to be calculated at the rate of two percent (2%) of the gross land area of the site being developed. Therefore, for this Site Plan Control Application, the calculation is as follows:

Gross Land Area: 22,100 sq.m.

Calculation rate: 2%
Parkland Dedication required: 442 sq.m.

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.

ROAD MODIFICATIONS

There are road modifications associated with this site plan control application, as detailed in the associated Road Modifications Report.

CONSULTATION DETAILS

Councillor's Comments

Councillor David Hill was aware of the application related to this report.

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:

Opposition raised due to land use, vehicular traffic, noise, design and others.

Response:

The Barrhaven South Community Design Plan designates the subject site as Community Core which permits a wide range of commercial uses including retail stores and food stores. Furthermore, the subject site is zoned GM[2340] (General Mixed Use – Exception 2340) which permits the proposed use.

Comment:

Concerns were raised with dust and noise if construction is over the Summer.

Response:

The builder will have to respect the [City of Ottawa's Noise By-law \(No. 2017-255\)](#).

Comment:

Received multiple requests for information on the timing of the application and the

approval.

Response:

Replied to each of the residents with the estimated timing information staff had at the time.

Comment:

Received two comments indicating they were happy about finally getting a grocery store in this area and received two comments indicating interest to rent a unit.

Technical Agency/Public Body Comments

Summary of Comments –Technical

All technical agency correspondence was forwarded to the applicant, and the applicant was advised to contact technical agencies directly for additional information and requirements.

Advisory Committee Comments

Summary of Comments – Advisory Committees

N/A

APPLICATION PROCESS TIMELINE STATUS

This Site Plan application was not processed by the On Time Decision Date established for the processing of an application that has Manager Delegated Authority due to the complexity of the issues associated with the temporary access along the City owned block for Future Realigned Greenbank Rd.

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

Document 1 – Location Map

