



**SITE PLAN CONTROL APPLICATION
DELEGATED AUTHORITY REPORT
PLANNING, DEVELOPMENT AND BUILDING SERVICES DEPARTMENT**

Site Location: 652 Flagstaff Drive

File No.: D07-12-24-0019

Date of Application: April 10, 2024

This SITE PLAN CONTROL application submitted by Fotenn Planning + Design, on behalf of NUKK Borrisokane Inc., is APPROVED as shown on the following plan(s):

1. **Site Plan**, SP01, prepared by 25:8 Architecture Urban Design, dated 2024.06.04, Revision 18 dated 2024.6.04.
2. **Site Plan Details**, SP02, prepared by 25:8 Architecture Urban Design, dated 2024.06.04, Revision 16 dated 2024.6.04.
3. **Roof Plan**, A101, prepared by prepared by 25:8 Architecture Urban Design, dated 2024.06.04, Revision 3 dated 2024.6.04.
4. **Elevations**, A200, prepared by 25:8 Architecture Urban Design, dated 2024.06.04, Revision 15 dated 2023.11.23.
5. **Elevations**, A201, prepared by 25:8 Architecture Urban Design, dated 2024.06.04, Revision 3 dated 2024.6.04.
6. **Sections**, A300, prepared by 25:8 Architecture Urban Design, dated 2024.02.06.
7. **General Notes**, C001, prepared by prepared by LGL Engineering, dated February 2024, Revision 5 dated 04 June 2024.
8. **Erosion and Sediment Control Plan**, C101, prepared by LRL Engineering, dated February 2024, Revision 5 dated 04 June 2024.
9. **Grading and Drainage Plan**, C301, prepared by LRL Engineering, dated February 2024, Revision 5 dated 04 June 2024.
10. **Servicing Plan**, C401, prepared by LRL Engineering, dated February 2024, Revision 5 dated 04 June 2024.
11. **Stormwater Management Plan**, C601, prepared by LRL Engineering, dated February 2024, Revision 5 dated 04 June 2024.
12. **Pre-Development Watershed Plan**, C701, prepared by LRL Engineering, dated February 2024, Revision 5 dated 04 June 2024.

13. **Post-Development Watershed Plan**, C702, prepared by LRL Engineering, dated February 2024, Revision 5 dated 04 June 2024.
14. **Construction Detail Plan**, C901, prepared by LRL Engineering, dated February 2024, Revision 5 dated 04 June 2024.
15. **Construction Detail Plan**, C902, prepared by LRL Engineering, dated February 2024, Revision 5 dated 04 June 2024.
16. **Landscape Plan**, L-01, prepared by Ruthland & Associates Ltd., dated 2023/08/22, Revision 3 dated 2024/02/22.
17. **Landscape Plan**, L-02, prepared by Ruthland & Associates Ltd., dated 2023/08/22, Revision 3 dated 2024/02/22.
18. **Landscape Plan**, L-03, prepared by Ruthland & Associates Ltd., dated 2023/08/22, Revision 3 dated 2024/02/22.

And as detailed in the following report(s):

1. **652 Flagstaff Drive – Environmental Impact Study**, prepared by Palmer TM, dated December 18, 2023.
2. **Geotechnical Investigation Proposed Commercial Plaza Borrisokane Road and Flagstaff Drive**, prepared by LRL Engineering, dated March 2023, revised January 2024.
3. **Phase 1 Environmental Site Assessment 3387 Borrisokane Road**, prepared by LRL Engineering, dated November 1, 2022.
4. **Stationary Noise Assessment 652 Flagstaff Drive**, prepared by Gradient Wind Engineering & Scientists, dated August 28, 2023.
5. **Stormwater Management Report and Servicing Brief – Site Plan Control Design 652 Flagstaff Drive**, Ottawa ON, prepared by LRL Engineering, dated August 03, 2023, Revised February 27, 2024.
6. **652 Flagstaff Drive Transportation Impact Assessment**, prepared by CGH Transportation, dated January 2024.

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. **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, Development and Building Services.

3. **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.

4. **Reinstatement of City Property**

The Owner shall reinstate, at its expense and to the satisfaction of the General Manager, Planning, Development and Building Services, any property of the City, including, but not limited to, sidewalks, curbs, and boulevards, which is damaged as a result of the subject development.

5. **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, Development and Building Services.

6. **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, Development and Building Services.

7. **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, Development and Building Services, 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, Development and Building Services, the aforesaid Works are proceeding satisfactorily toward completion. The Owner shall obtain the prior consent of the General Manager, Planning, Development and Building Services 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, Development and Building Services, 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.

8. Development Charges

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

Special Conditions

9. 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, Development and Building Services, 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, Development and Building Services, 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 Development and Building Services, may order all Work in the project to be stopped, altered, retested or changed to the satisfaction of the General Manager, Planning, Development and Building Services.

10. 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.

11. Transit Pads and Shelters

The Owner shall locate, design and construct, at no cost to the City, paved transit passenger standing areas and shelter pads to the specifications of the City.

12. 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, are fully implemented. The Owner further acknowledges and agrees that it shall provide the General Manager, Planning, Development and Building Services with confirmation

issued by the professional engineer that the Owner has complied with all recommendations and provisions of the Stationary Noise Assessment, prior to building occupancy, which confirmation shall be to the satisfaction of the General Manager, Planning, Development and Building Services.

13. Geotechnical Investigation

The Owner acknowledges and agrees that it shall retain the services of a geotechnical engineer, licensed in the Province of Ontario, to ensure that the recommendations of the Geotechnical 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, Development and Building Services 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, Development and Building Services.

14. Stormwater Works Certification

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

15. 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, 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.

16. Water Demand for Fire Fighting

The Owner acknowledges and agrees that the City's boundary conditions were provided for the subject development site setting out the available municipal water supply. The Owner further acknowledges and agrees that prior to building permit issuance, a letter shall be prepared by a qualified Building Code professional, licensed in the Province of Ontario, and provided to the General Manager, Planning, Development and Building Services confirming the plans submitted for building permit issuance have incorporated any and all requirements of the Fire

Underwriters Survey, 2020, or as amended, to achieve the low construction coefficient used within the proposed building design.

17. 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.

18. 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, Development and Building Services.

19. 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); and
 - (ii) 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, Development and Building Services, 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.

20. 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 those elements which are to be located in the City's Flagstaff Drive right-of-way, as shown on the approved Site Plan referenced in Schedule "E" herein, including all plant and landscaping material (except municipal trees), and permeable pavers. 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.

21. Waste Collection

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

22. Parkland Dedication

- (a) The Owner covenants and agrees that the conveyance requirement has been calculated at the rate, and as per the exemptions, in accordance with the Parkland Dedication By-law, being By-law No. 2022-280, as amended.
 - (i) Section 11-1 of the By-law states that:

"The conveyance of parkland or the payment of cash-in-lieu of parkland is not required for development or redevelopment where it is known, or can be demonstrated, that the required parkland conveyance or cash-in-lieu of parkland, or combination thereof, has been previously satisfied in accordance with the Planning Act..."

unless certain conditions apply, as listed in subsections (a) to (c);
 - (ii) Subsections (a) to (c), as mentioned above, do not apply to the proposed development.
 - (iii) The proposed site plan area is located within a subdivision in which the parkland dedication requirement has been satisfied for this development block if the proposed development is for commercial/industrial uses. (Please refer to the Development Review file D07-16-16-0023 ph3).
 - (iv) The proposed use is to be commercial in nature.

- (v) Therefore, based on the Section 11-1 of the Parkland Dedication By-law No 2022-280 and the proposed commercial use, the proposed development application is considered exempt from parkland dedication.

23. 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 license 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 Solicitor. All costs shall be borne by the Owner.

24. Bus Pad Easement

Prior to the registration of this Agreement, the Owner shall grant to the City, at no cost to the City, an unencumbered 0.5 metres x 5.8 metres easement for the transit stop bus pad along Flagstaff Drive, as shown on the approved Site Plan referenced in Schedule "E" hereto, if applicable, to the satisfaction of the City. The Owner shall provide a Reference Plan for registration, indicating the Bus Pad 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 Solicitor prior to registration of the easement. All costs shall be borne by the Owner.

25. Environmental Impact Statement

The Owner acknowledges and agrees to construct and manage the site in accordance with the approved Environmental Impact Statement (prepared by Palmer, dated December 18, 2023). The Owner further agrees to keep a copy on site for construction and site management.

26. Rogers Communications Inc.

The Owner acknowledges and agrees to obtain the consent of Rogers Communications Inc. prior to obtaining a building permit and/or the commencement of site works. If any changes to the existing easement agreement are required by Rogers Communications Inc., the owner agrees to provide a copy of such

agreement with the General Manager, Planning, Development and Building Services

June 12, 2024



Date

Lily Xu
Manager, Development Review South,
Planning, Development and Building
Services Department

Enclosure: Site Plan Control Application approval – Supporting Information



SITE PLAN CONTROL APPROVAL APPLICATION SUPPORTING INFORMATION

File Number: D07-12-24-0019

SITE LOCATION

652 Flagstaff as shown on Document 1.

SYNOPSIS OF APPLICATION

The 0.44-hectare, vacant site is located at the northeast corner of Borrisokane Road and Flagstaff Drive, which is currently under construction. The surrounding area is evolving and consists of a mix of residential, commercial and institutional developments that are under construction and/or seeking Planning Act approvals. Adjacent land uses include a realigned watercourse corridor, low rise residential development, and a future school site to the east of the site and an approved carwash to the south of the site. The vacant lands immediately to the north and west of Borrisokane Road are zoned Development Reserve (DR) and subject to the Jock River Floodplain overlay.

As proposed, the applicant is seeking site plan control approval to facilitate the development of two, one-storey commercial buildings with a total leasable floor area of 1,340 square metres. The first building labelled as Building 01 fronts on Borrisokane Road and has a leasable floor area of 689 square metres and Building 02 fronts on Flagstaff Drive and has a leasable floor area of 651 square metres. A new, all-movement 6.7 metre private approach on Flagstaff Drive will provide vehicular access to the site. The driveway leads to a surface parking lot with 67 parking spaces located internal to the site. 6 bicycle parking spaces are also provided near the building entrance at the corner of Borrisokane Road and Flagstaff Drive.

An Environmental Impact Study (EIS) was prepared to evaluate the impacts of the proposed development on the adjacent watercourse that flows north towards the Jock River. The applicant revised the site design to include a 3-metre-wide landscape buffer along the entirety of the eastern property line adjacent to the watercourse. The EIS also recommended measures to mitigate impacts to the watercourse, the majority of which were included in the design of the site (i.e., sediment control, native planting, and waste storage). To ensure that the development and site alteration is conducted in accordance with the approved EIS, staff included Condition 25 as a condition of approval.

The site is subject to a blanket easement for Rogers Communications Inc. The existing agreement registered as Instrument No. OC2553461 outlines the types of construction that Rogers Communications Inc. consented to. As the proposed low-rise commercial development is not listed in said easement, the applicant needs to obtain written consent

from Rogers prior to obtaining a building permit and/or any construction.

Related Applications

N/A

DECISION AND RATIONALE

This application is approved for the following reasons:

- The application is consistent with the Provincial Policy Statement as it facilitates the efficient use of urban, serviced land.
- The application conforms with the Official Plan. The Official Plan designates the site Neighbourhood in the Suburban (Southwest) Transect, where it permits non-residential, and service uses provided that the use and site design are compatible with nearby residential uses. As proposed, the 2-storey commercial development is oriented along Borrisokane Road and Flagstaff Drive, framing the streetscape and concealing the surface parking lot located internal to the site to create. The abutting watercourse corridor provides additional separation from the low-rise residential development located to the east of the site.
- The application conforms with the Barrhaven South Community Design Plan, which identifies the site as an Employment Area. The Community Design Plan permits a range of range of industrial and commercial uses to serve Barrhaven South.
- The site is zoned Local Commercial Zone 7 (LC7) and is subject to urban exception 1694, which permits additional land uses including an automobile service station, gas bar, car wash and convenience store. The proposed development complies with applicable zoning regulations.
- As noted above, staff included a special condition of approval to obtain the consent from Rogers Communications Inc. for the proposed development. The applicant needs to satisfy Condition 26 prior to obtaining a building permit.

PARKLAND DEDICATION

Parkland dedication, in accordance with By-law 2022-280, 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 Comments

Councillor David Hill was aware of the application related to this report. Councillor concurrence was not required.

Public Comments

This application was subject to public circulation under the Public Notification and Consultation Policy. There was no public comment received online.

Technical Agency/Public Body Comments

Summary of Comments –Technical

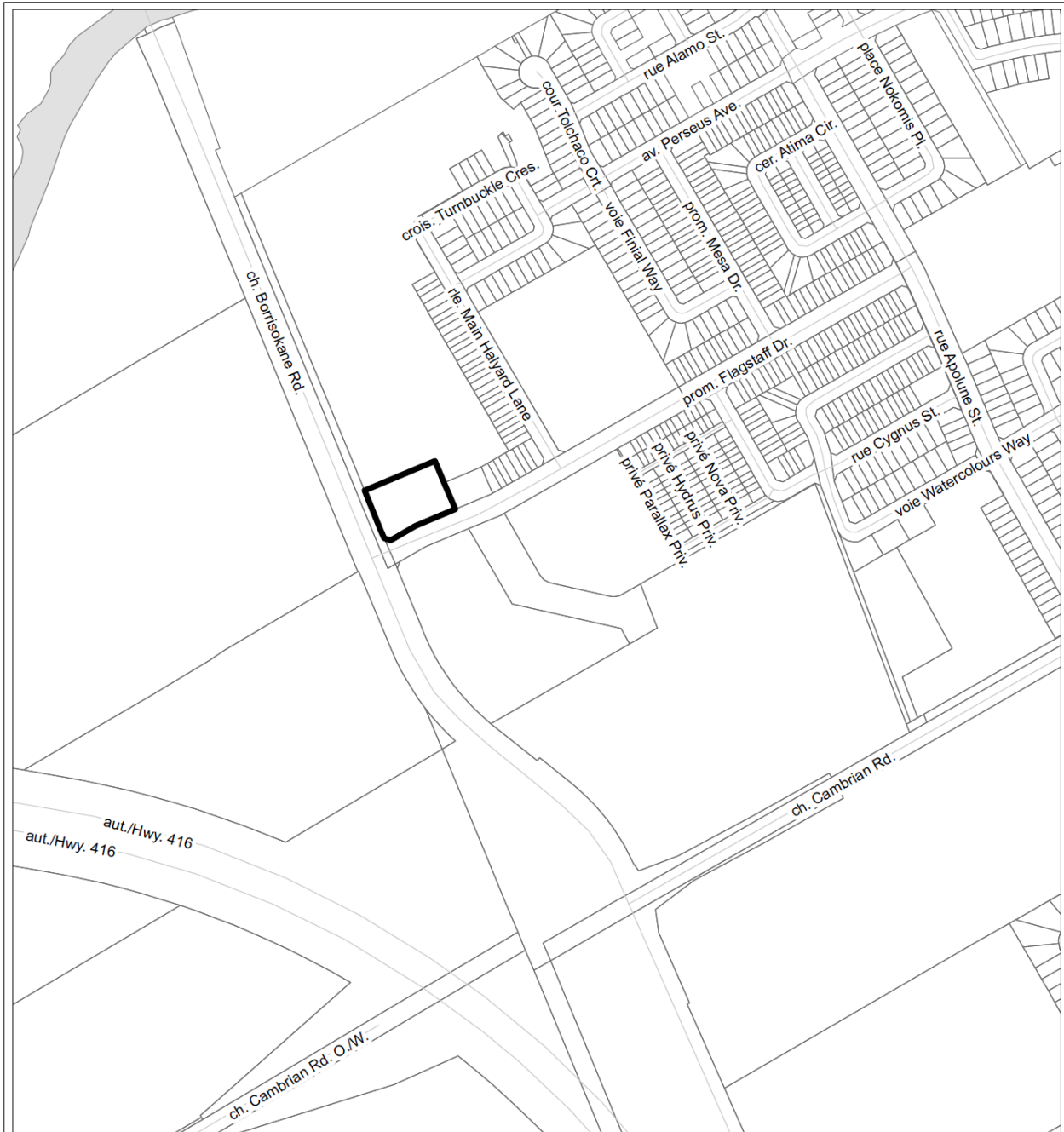
N/A


APPLICATION PROCESS TIMELINE STATUS

This Site Plan application is subject to Bill 109 timelines and staff processed the application by the On Time Decision Date.


Contact: Siobhan Kelly Tel: 613-580-2424, ext. 27337 or e-mail:
siobhan.kelly@ottawa.ca

Document 1 – Location Map



	
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REVISION / RÉVISION - 2024 / 04 / 17	

LOCATION MAP / PLAN DE LOCALISATION
 SITE PLAN / PLAN D'EMPLACEMENT

 652 prom. Flagstaff Drive

