



# Site Plan Control Application Delegated Authority Report Planning, Development and Building Services Department

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Site Location: 1280 Trim Road

File No.: D07-12-24-0089

Date Application Deemed Complete: September 10, 2024

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This SITE PLAN CONTROL application submitted by Christine McCuaig, Q9 Planning + Design, on behalf of Trim Works Development Ltd., is APPROVED as shown on the following plan(s):

1. **Building Elevations**, Drawing A201, prepared by MCROBIE Architects + Interior Designers, dated June 07, 2022, revision 8 dated December 13, 2024.
2. **Construction Detail Plan**, Plan C901, prepared by LRL Engineering, dated April 01, 2023, revision 9 dated December 17, 2024.
3. **Demolition Plan**, Plan C102, prepared by LRL Engineering, dated April 01, 2023, revision 9 dated December 17, 2024.
4. **Erosion and Sediment Control Plan**, Plan C101, prepared by LRL Engineering, dated April 01, 2023, revision 9 dated December 17, 2024.
5. **General Notes**, Plan C001, prepared by LRL Engineering, dated April 01, 2023, revision 9 dated December 17, 2024.
6. **Landscape Detail**, Drawing L-03, prepared by Ruhland & Associates Ltd, dated October 16, 2024, revision 7 dated December 17, 2024.
7. **Pre-Development Watershed Plan**, Plan C701, prepared by LRL Engineering, dated April 01, 2023, revision 9 dated December 17, 2024.

8. **Post-Development Watershed Plan**, Plan C702, prepared by LRL Engineering, dated April 01, 2023, revision 9 dated December 17, 2024.
9. **Stormwater Management Plan**, Plan C601, prepared by LRL Engineering, dated April 01, 2023, revision 9 dated December 17, 2024.

And as shown on the following future plan update:

10. Site Plan
11. Landscape Plan
12. Canopy Coverage Plan, Soil Volume and Plant List (update key Landscape Plan)
13. Retaining Wall Layout and Details

And as detailed in the following report(s):

14. **Phase One Environmental Site Assessment**, prepared by LRL Engineering, dated January 12, 2024.
15. **Phase Two Environmental Site Assessment**, prepared by LRL Engineering, dated January 12, 2024.
16. **Geotechnical Investigation**, prepared by LRL Engineering, dated May 01, 2023, revision 3 dated July 24, 2024.
17. **Stormwater Management Report and Servicing Brief**, prepared by LRL Engineering, dated October 25, 2022, revision 2 dated October 11, 2024.
18. **Transportation Impact Assessment 1280 Trim Road**, Prepared by J.L. Richards, dated January 26, 2024
19. **Harden Realities - 1280 Trim Road Transportation Services - TIA Addendum #1**, prepared by J.L. Richards, dated October 15, 2024
20. **Tree Conservation Report for 1280 Trim Road, Ottawa**, prepared by IFS Associates, dated September 11, 2023, revision 1 dated June 28, 2024.

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

## General Conditions

### 1. Lapsing of Approval

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, complete the conditions to be satisfied prior to the signing of this Agreement, and have the corresponding

building permit(s) issued within three (3) years 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 multi-use pathway, 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.

#### **9. Designated Substances Survey**

Prior to demolition of any existing buildings located on the lands described in Schedule "A" herein, the Owner acknowledges and agrees to complete a designated substances survey and submit the findings and recommendations for the proper handling and disposal of waste as identified in said survey, to the satisfaction of the General Manager, Planning, Development and Building Services, and in accordance with Best Management Practices. The survey shall address, but not be limited to:

- a) O.Reg. 278/05: Designated Substance - Asbestos on Construction Projects and in Buildings and Repair Operations under the Occupational Health and Safety Act, R.S.O. 1990, c.O.1, as amended (O.Reg. 278/05);
- b) Guideline - Lead on Construction Projects, prepared by the Ontario Ministry of Labour - Occupational Health and Safety Branch, published September 2004 and revised April 2011, as amended;
- c) O.Reg. 213/91: Construction Projects under the Occupational Health and Safety Act, R.S.O. 1990, c.O.1, as amended (O.Reg. 213/91);

- d) Registration Guidance Manual for Generators of Liquid Industrial and Hazardous Waste, prepared by the Ontario Ministry of the Environment, Conservation and Parks, published April 1995 and revised January 2016, as amended, to be used in conjunction with R.R.O. 1990, Reg. 347: General-Waste Management under the Environmental Protection Act, R.S.O. 1990, c.E.19, as amended (R.R.O. 1990, Reg. 347);
- e) R.R.O. 1990, Reg. 362: Waste Management – PCB's under the Environmental Protection Act, R.S.O. 1990, c.E.19, as amended (R.R.O. 1990, Reg. 362).

## Special Conditions

### 10. **Plans and Reports to be Updated**

Prior to registration of this Agreement, the Owner acknowledges and agrees to update the (1) Site Plan, (2) Landscape Plan, (3) Grading Plan and Servicing Plan, and (4) Retaining Wall Layout and Details to the satisfaction of the General Manager of the Planning, Development and Building Services Department. The Owner acknowledges and agrees that the submission may necessitate changes to the plans and reports approved herein. If necessary, the Owner further acknowledges and agrees to provide all revised plans and reports to the General Manager, Planning, Development and Building Services prior to registration of this Agreement or the issuance of a Commence Work Notification.

### 11. **Site Plan**

Prior to the registration of this Agreement, the Owner acknowledges and agrees to provide a revised site plan with the corrections noted in the Formal Circulation Review. The Owner further acknowledges and agrees that said plan shall be to the satisfaction of the General Manager, Planning, Development and Building Services.

### 12. **Landscape Plan and Canopy Coverage Plan, Soil Volume and Plant List Plan (Landscape key plan)**

Prior to the registration of this Agreement, the Owner acknowledges and agrees to provide a revised landscape plan and Canopy Coverage Plan, Soil Volume and Plant List with the corrections noted in the Formal Circulation Review. The Owner further acknowledges and agrees that said plan shall be to the satisfaction of the General Manager, Planning, Development and Building Services.

13. **Grading Plan and Servicing Plan**

Prior to the registration of this Agreement, the Owner acknowledges and agrees to provide a revised grading plan with the change noted in the Formal Circulation Review. The Owner further acknowledges and agrees that said plan shall be to the satisfaction of the General Manager, Planning, Development and Building Services.

14. **Reinstatement of Private Property**

The City has an existing sanitary and stormwater easement Registered No. OC380963 over part of the property known municipally as 510 Lacolle Way. This approval includes work within the easement to extend the existing sanitary and storm sewer for connection to this development, known municipally as 1280 Trim Road. The Owner, in performing work within the easement shall abide by the conditions of the easements including re-instatement at its expense, to the satisfaction of the General Manager, Planning, Development and Building Services Department, of the property, being Parts 1 and 2 on Plan 50R-6236, including, but not limited to fences, asphalt and soft landscaping that are damaged as a result of the subject development. The Owner shall indemnify the City for all work undertaken within the easement.

15. **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 Buildings 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.

## **Roads Right-of-Way and Traffic**

### **Access**

#### **16. Private Approach Detail**

The Owner acknowledges and agrees that all private approaches serving the proposed development shall be designed and constructed to the City's satisfaction, at the sole expense of the Owner, and the Owner shall comply with the City's Private Approach By-law, being No. 2003-447, as amended.

### **Noise**

#### **17. Stationary Noise Study**

The Owner covenants and agrees that it shall retain the services of a professional engineer licensed in the Province of Ontario to undertake a Stationary Noise Study and acceptance of the report by the City is required prior to issuance of a building permit. The Owner further acknowledges and agrees that it shall provide the General Manager, Planning, Development and Building Services Department with confirmation issued by the professional engineer that the Owner has complied with all recommendations and provisions of the Stationary Noise Report, prior to building occupancy, which confirmation shall be to the satisfaction of the General Manager, Planning, Development and Building Services Department.

## **Engineering**

### **Geotechnical Engineering and Soil**

#### **18. Slope Stability**

The Owner shall have a Professional Structural Engineer and a Soils Engineer, licensed in the Province of Ontario to inspect and confirm the constructed retaining walls have been constructed in accordance with the approved Slope Stability Analysis Report and the Approved Retaining Wall Plan.

#### **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, 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.

20. **Retaining Wall**

The Owner agrees to submit to the General Manager, Planning, Development and Building Services, prior to issuance of a building permit, details of the retaining walls which are greater than one metre in height, as shown on the approved Grading and Drainage Plan referenced in Schedule “E” hereto, which shall be designed and prepared by a Professional Structural Engineer, licensed in the Province of Ontario, to the satisfaction of the General Manager, Planning, Development and Building Services. The Owner shall provide confirmation to the General Manager, Planning, Development and Building Services that the Professional Structural Engineer has inspected and confirmed that the retaining walls have been constructed in accordance with the approved retaining wall details.

21. **Retaining Wall – Stability**

The Owner acknowledges and agrees to install the proposed retaining walls in accordance with the approved Retaining Wall Design for 1280 Trim Road and as shown on the approved Grading and Drainage Plan both referenced in Schedule “E” hereto. The Owner shall provide written confirmation, satisfactory to the General Manager, Planning, Development and Building Services, that a Geotechnical Engineer/Professional Structural Engineer, licensed in the Province of Ontario, has inspected and confirmed that the retaining walls have been constructed in accordance with the said approved Retaining Wall Design for 1280 Trim Road. The Owner further acknowledges and agrees to provide an Internal Compound Stability (ICS) analysis from a Geotechnical Engineer / Professional Structural Engineer, licensed in the Province of Ontario, that all retaining walls, which are greater than one metre in height have been checked for global stability, have a factor of safety of at least 1.5 for static conditions (as calculated through SLIDE) and 1.1 for seismic conditions is achieved, which shall be to the satisfaction of the General Manager, Planning, Development and Building Services. The report shall provide structural details of the retaining wall(s).

The Owner further acknowledges and agrees to retain the services of a Professional Structural Engineer and a Soils Engineer, licensed in the Province of



Ontario, to inspect any retaining walls on the subject lands and confirm that the retaining walls have been constructed in accordance with the approved retaining wall details.

22. **Vibration Monitoring**

The Owner agrees and acknowledges that prior to commencing site alteration or construction that vibration monitoring shall be undertaken by a Professional Engineer licensed in the province of Ontario. Vibration levels shall not exceed those determined by the City and Province to cause damage to adjacent buildings and structures. The Owner may consider offering pre-construction surveys to adjacent/abutting properties, to validate damage claims or indemnify and save harmless. The Owner agrees to maintain vibration monitoring records during construction, which shall be made available to the General Manager, Planning, Development and Building Services upon request. The Owner agrees and acknowledges that the City shall be indemnified from any damage claims resulting from construction activities.

## **Groundwater**

23. **Groundwater Management**

The Owner acknowledges and agrees to retain an environmental consultant to test groundwater to be removed from the site during and after redevelopment. If through further testing the groundwater samples are found to be contaminated, all contaminated groundwater must be removed, managed or treated in accordance with appropriate Ontario regulations and/or discharged in accordance with the City's Sewer Use By-Law, being By-law No. 2003-514, as amended.

## **Civil Engineering**

24. **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.

## 25. **Resolution of existing culvert**

Prior to a reduction in securities, the existing culvert servicing the existing site access is to be field investigated to determine if it is still in use or not. This investigation is to be to the City of Ottawa's satisfaction. Subsequent action will be

with the concurrence of the City of Ottawa and may include the retention, removal, or replacement of the culvert. The owner is responsible for the cost of these works, and securities will be taken in an amount sufficient to replace the culvert and required reinstatement. Any works shall be reflected on the as-built plans submitted prior to final release of securities.

26. **Stormwater Management Memorandum**

Prior to registration of this Agreement, the Owner acknowledges and agrees to provide the General Manager, Planning, Development and Building Services, 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, Development and Building Services, and all associated costs shall be the Owner's responsibility.

27. **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.

28. **Inlet Control Device (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.

29. **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.

## **Contamination**

### **30. Off-site Contaminants**

The Owner agrees to, within 6 months of registration of the Site Plan Agreement, enter into an Off-Site Contaminants Agreement with the City to address the City's concerns with respect to the off-site contaminants from the subject lands. The Owner acknowledges and agrees that no securities shall be released until such time as the Off-Site Contaminants Agreement has been fully executed by the Owner and the City, to the satisfaction of the City Solicitor, Legal Services.

### **31. Off-Site Contamination Management Agreement**

The Owner acknowledges and agrees that where contamination emanating from the site and impacting the City's rights-of-way is discovered during the course of the Works, the Owner shall notify the Manager, Realty Services immediately in writing and agrees to enter into an Off-Site Management Agreement with the City to address the contamination in the rights-of-way. The Owner shall be responsible for all associated costs with the Off-Site Management Agreement, which agreement shall be to the satisfaction of the General Manager, Planning, Development and Building Services.

## **Private Systems**

### **32. Septic System Decommission**

The Owner agrees to provide evidence of the approval of the Ottawa Septic System Office (OSSO) for the decommissioning of the private sanitary sewage system at 1280 Trim Road, to the satisfaction of the General Manager of the Planning, Development and Building Services Department, or his/her designate.

### **33. Well Abandonment**

The Owner agrees to abandon the well at 1280 Trim Road in accordance with Well Regulation (O.Reg. 903) under the *Ontario Water Resources Act* (See [O.Reg. 903](#) - Section 21(3)). The MECP well record for the well abandonment, as anticipated, shall be provided to the General Manager of the Planning, Development and Building Services Department, or his/her designate.

34. **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.

35. **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.

## **Site Lighting**

36. **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.

## Planning and Other

### Planning and Design

#### 37. **Exterior Elevations Drawing**

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 plans shall be filed with the General Manager, Planning, Development and Building Services 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.

#### 38. **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 Insert ROW(s) Trim Road right-of-way, as shown on the approved Landscape Plan referenced in Schedule “E” herein, including all plant and landscaping material (except municipal trees). 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.

## **Waste Collection**

### **39. 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.

## **Parks**

### **40. Cash-in-Lieu of Conveyance of Parkland**

Prior to registration of the Site Plan Agreement, the Owner acknowledges and agrees to pay cash-in-lieu of conveyance of parkland as referenced in Schedule "B" herein. Pursuant to the City's Parkland Dedication By-law, being By-law No. 2022-280, as amended, 40% of said funds collected shall be directed to City wide funds, and 60% shall be directed to Ward 1 funds. The Owner shall also pay the parkland appraisal fee of \$820.00 plus H.S.T. of \$106.60, as referenced in Schedule "B" herein.

January 9, 2025

Date



John Sevigny

Manager (A), Development Review  
East, Planning, Real Estate and  
Economic Development Department

Enclosure: Site Plan Control Application approval – Supporting Information



# Site Plan Control Approval Application

## Supporting Information

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**File Number:** D07-12-24-0089

### **SITE LOCATION**

1280 Trim Road, and as shown on Document 1.

### **SYNOPSIS OF APPLICATION**

The subject property is a 5,620 square metre parcel of land located on the west side of Trim Road, which is an arterial road. Along Trim Road there is transportation infrastructure such as a multi-use pathway (MUP), bike lanes, and public transit services. The subject property is north of Saint Joseph Boulevard and south of Regional Road 174, in the Taylor Creek Business Park. The surrounding parcels of land are zoned for light industrial and institutional uses and contain a gas station, convenience store, and fast-food restaurant with drive-through facility to the north; a daycare to the northwest; a fitness and amusement centre and associated surface parking to the south and a place of worship to the west.

The applicant is proposing to develop the site with three one-storey buildings containing a fast-food restaurant with drive-through facility, restaurant/office/personal service businesses, and an automobile service centre. The total gross floor area (GFA) of all three buildings is 1,476.40 square metres. The proposed buildings are parallel to each other, oriented east to west, and share a two-lane vehicular access from Trim Road. Building 1 (194.40 m<sup>2</sup>) is proposed for a stand-alone restaurant use. The restaurant's drive-through aisle, parking, loading and exterior waste storage are located behind the building. Building 2 (635.90 m<sup>2</sup>) is proposed to be used for a restaurant and four future personal service and/or office uses. The surface parking is adjacent to the building and set back from the front wall such that the parking stalls are interior to the site. Building 3 (646.1 m<sup>2</sup>) is proposed to be used for an automobile service station. Its associated parking, loading and exterior waste storage are all located at the rear of the site.



The restaurant use is required to provide 31 parking spaces, the personal service business use is required to provide 18 parking spaces and 14 parking spaces are required for the automotive service station use. Six bicycle parking spaces are required and provided.

Direct pedestrian connections to the multi-use pathway along Trim Road are proposed on either side of the vehicular entrance. The existing vehicular access will be removed, and soft landscaping will be installed. Soft landscape buffers interior to the site will delineate the parking areas for the various uses and will be planted with trees, shrubs and grass. Raised sidewalks and pavement markings provide pedestrian connections between the various uses within the site.

Building 1, a stand-alone restaurant use (A&W), will be finished in a wood grain aluminum cladding, with orange and white aluminium composite material. There will be windows facing the street, parking lot and drive-through aisle. The entrance will face the parking lot. Orange flashing will be used on the building as an accent and the restaurant's logo will be featured on all the elevations. Building 2 with the restaurant and four future personal service and/or office uses, will be finished in grey aluminum and stucco with wood and brick accents. The restaurant will have a public entrance facing Trim Road and the parking lot, the remainder of the units will have public entrances facing the parking lot. Building 3 is the automobile service station and the elevation that faces the parking lot will be finished in white and grey stucco with brick accents next to the public entrance. Part of the elevation next to the rear lot line and the elevation next to the interior side yard will be finished in dark grey metal panels, with dark grey stucco accents.

Currently, the site is service by a private well and septic system, special conditions have been included to abandon the private well and decommission the septic system. The proposal will be serviced by municipal water, sanitary and stormwater. There is adequate municipal water supply available in Trim Road to support the proposed water demand. There are existing public sanitary and stormwater sewers located on the adjacent property, 510 Lacolle Way, and the City has a municipal easement over part of this property. This approval includes work within the municipal easement to extend the existing sanitary and storm sewer for connection to this development, known municipally as 1280 Trim Road. A special condition has been included to reinstate private property, 510 Lacolle Way. Staff is satisfied that these sewers have sufficient capacity to convey the projected post-development flows from the proposed site development, and that the proposed on-site stormwater management design meets the City's design standards respecting both quantity and quality control.

## **Related Applications**

The following applications are related to this proposed development:

- Zoning By-law Amendment – D02-02-24-0024

## **DECISION AND RATIONALE**

This application is approved for the following reasons:

- The proposal supports a mix of uses, permits employment growth and intensification, and provides a strong street edge along Trim Road, a Minor Corridor. The proposal addresses the policies of the Orléans Corridor Secondary Plan and urban design guidelines for corridors and drive-through facilities. The street edge along Trim Road is defined and supported by buildings and landscaping, both soft and hard. Direct pedestrian connections to the multi-use pathway along Trim Road are proposed on either side of the vehicular entrance. Staff are satisfied that the development supports a pedestrian friendly environment along the public street, as the stand-alone restaurant has its drive-through aisle, parking, loading and exterior waste storage located behind the building.
- The proposal is in conformity with Zoning. On November 13, 2024, Ottawa City Council approved a Zoning By-law Amendment (ZBLA) to establish site-specific zone provisions via an urban exception to increase the permitted Gross Floor Area (GFA) for personal service, restaurant, and automobile service uses, to decrease required setbacks, and permit outdoor storage to enable a commercial development. The appeal period for the ZBLA ends on December 12, 2024.
- Staff have included special conditions to address a plan update, servicing of the site, retaining walls, contamination, the need for a maintenance and liability agreement, a stationary noise study, waste collection, and cash-in-lieu of parkland dedication.
- The proposed site design represents good planning.

## **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 Matthew Luloff was aware of the application related to this report.

### **Public Comments**

This application was not subject to public circulation under the Public Notification and Consultation Policy. There were public comments received online and staff considered these comments.

### **Technical Agency/Public Body Comments**

#### Summary of Comments –Technical

Comments were received from Canada Post, the Rideau Valley Conservation Authority and the following utility companies: Bell Canada, Telus Communications, Enbridge. Canada Post noted that mail delivery services to the development would be through centralized community mailboxes. The Rideau Valley Conservation Authority had no objection to the approval of the application. Bell Canada provided their standard comments regarding easements and asked the owners to send them their servicing plans. Telus communications noted there were no conflict with Telus. Enbridge noted they did not object to the proposed application, advised the Owner to always call before they dig and noted the Applicant will need to contact Enbridge Gas Customer Services prior to any site construction activities.

#### Response to Comments –Technical

Comments from the technical agencies were passed along to the Applicant.

### **Advisory Committee Comments**

#### Summary of Comments – Advisory Committees

N/A

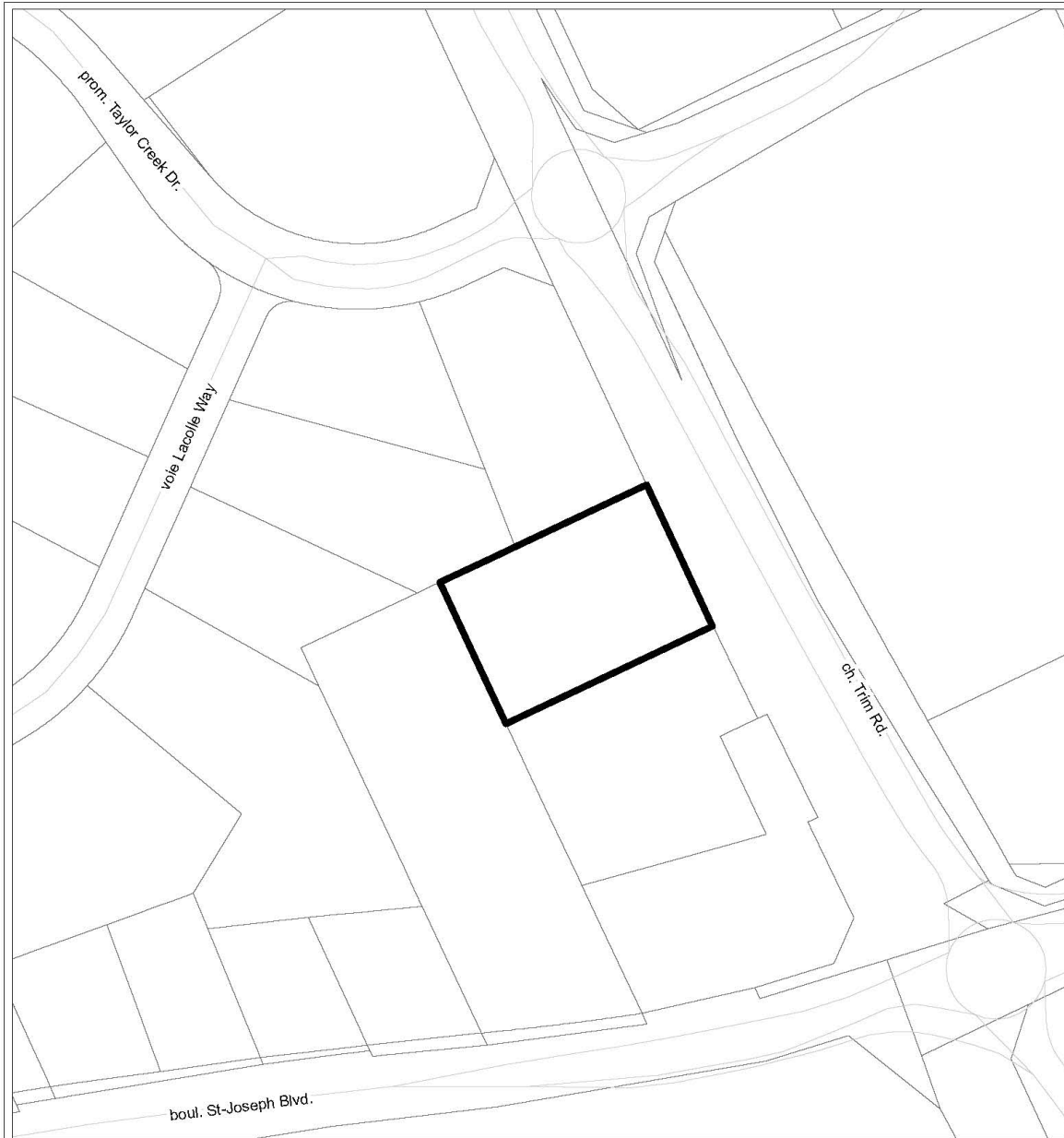
## **APPLICATION PROCESS TIMELINE STATUS**



This Site Plan application was not processed by the On Time Decision Date because site plan control approval could not be issued before the related Zoning By-law Amendments was in full force and effect.

**Contact:** Lucy Ramirez Tel: 613-580-2424, ext. 23808 or e-mail:

[Lucy.Ramirez@ottawa.ca](mailto:Lucy.Ramirez@ottawa.ca)

# Document 1 – Location Map



		LOCATION MAP / PLAN DE LOCALISATION SITE PLAN / PLAN D'EMPLACEMENT	
D07-12-24-0089	24-1049-D		
I:\CO\2024\Site\Trim_1280			
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