



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

Site Location: 4270 Innes Road

File No.: D07-12-24-0131

Date of Application: February 27, 2025

This SITE PLAN CONTROL application submitted by Oz Kemal and Andrew Hannaford of MHBC Planning, on behalf of CP REIT ONTARIO PROPERTIES LIMITED c/o Choice Properties REIT, is APPROVED upon resolution of the conditions stated in this report

And the following plans are approved:

1. **Site Plan**, A100, prepared by EXP Services Inc., Revision V, dated 2025-05-21
2. **Overall Site Plan**, A101, prepared by EXP Services Inc., Revision E, dated 2025-05-21
3. **Site Servicing Plan**, PS100, prepared by EXP Services Inc., Revision F, dated 2025-05-21
4. **Site Servicing Plan Part 2**, PS101, prepared by EXP Services Inc., Revision F, dated 2025-05-21
5. **Site Grading Plan**, CS100, prepared by EXP Services Inc., Revision F, dated 2025-05-21
6. **Erosion and Sediment Control Plan**, CS200, prepared by EXP Services Inc., Revision E, dated 2025-05-21
7. **Notes**, CS300, prepared by EXP Services Inc., Revision E, dated 2025-05-21
8. **Details**, CS301, prepared by EXP Services Inc., Revision E, dated 2025-05-21
9. **Landscape Plan**, L100, prepared by EXP Services Inc., Revision E, dated 2025-04-14
10. **Landscape Detail**, LD100, prepared by EXP Services Inc., Revision C, dated 2025-04-14

11. **Landscape Detail**, LD101, prepared by EXP Services Inc., Revision B, dated 2025-04-14
12. **Landscape Detail**, LD102, prepared by EXP Services Inc., Revision C, dated 2025-04-14
13. **Exterior Elevations**, SPA-2, prepared by Petroff Partnership Architects, Revision 4, dated 16-04-2025
14. **Exterior Perspectives**, SPA-3, prepared by Petroff Partnership Architects, Revision 3, dated 16-04-2025
15. **Tree Protection Plan**, TPP, prepared by EXP Services Inc., Revision D, dated 2025/04/14
16. **Generic Site Details**, C9.0, prepared by EXP Services Inc., Revision A, dated 2024-09-20

And as detailed in the following reports:

17. **Functional Servicing Report**, prepared by EXP Services Inc., Revision D, dated 2025-05-21
18. **Transportation Impact Assessment**, prepared by EXP Services Inc., dated 2025-05-20
19. **Geotechnical Investigation**, PG7345-1, prepared by Paterson Group, dated December 12, 2024
20. **Geotechnical Review of Grading and Servicing Plans**, PG7345-MEMO.01, prepared by Paterson Group, dated April 1, 2025
21. **Geotechnical Response to City Comments**, PG7345-MEMO.02, prepared by Paterson Group, dated April 1, 2025
22. **Tree Conservation Report**, BRM-23002042-HO, prepared by EXP Services Inc., revised 2025-04-14
23. **Phase One Environmental Site Assessment**, 0208-001.01, prepared by BlueFrog Environmental consulting Inc., dated January 16, 2025
24. **Urban Design Brief**, 2292 U, prepared by MHBC Planning Limited, dated 7 October, 2024

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

General Conditions

Lapsing of Approval

1. 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.

Prior Site Plan Agreement

2. The Owner acknowledges and agrees that all terms and conditions of the Site Plan Agreement between LOBLAW PROPERTIES LIMITED and CITY OF OTTAWA, registered as Instrument No. OC412676 on 2004-12-03 are reconfirmed and are in full force and effect except as otherwise varied or amended in this Agreement. The Owner further acknowledges and agrees that the relevant portion of the Approved Plans referenced in Schedule "E" hereto shall supersede and replace and/or be in addition to, as the case may be, the relevant sections of the corresponding Plans contained in the previous Site Plan Agreement(s).

Barrier Curbs

3. 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.

Water Supply for Fire Fighting

4. 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.

Reinstatement of City Property

5. 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.

Construction Fencing

6. 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.

Extend Internal Walkway

7. 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.

Completion of Works

8. 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.

Development Charges

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

Special Conditions

ENGINEERING

Professional Engineering Inspection

10. 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 Department, 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 Department, 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 Department, 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 Department.

Geotechnical Engineering and Soils

Geotechnical Investigation

11. 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.

Civil Engineering

Stormwater Management Memorandum

12. 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.

Stormwater Works Certification

13. 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.

Private Systems

Water Plant

14. 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.

Site Lighting

Site Lighting Certificate

15. 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:
 - (a) 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
 - (b) it must result in minimal light spillage onto adjacent properties. As a guideline, 0.5 fc is normally the maximum allowable spillage.
16. 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.

Vibration Monitoring

17. 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."

PLANNING AND OTHER

Planning and Design

Maintenance and Liability Agreement for Landscaping

18. 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 Innes 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) and 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.

Waste Collections

Waste Collection

19. 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.

Trees

Replacement Trees in City's Right-of-Way

20. Prior to registration of this Agreement, the Owner acknowledges and agrees it shall pay the sum of \$1,890.00 provided by Planning Forestry to the City as compensation for the removal of the Colorado blue spruce (Tree # 4) to be removed within the City's right-of-way along Innes Road. Upon receipt of compensation, the Director of Strategic Initiatives or their designate will provide the Owner with written approval, at which time the Owner may make arrangements with a contractor to remove the said Colorado blue spruce (Tree #4), at the Owner's expense.

Parks

Parkland Dedication

21. The Owner acknowledges and agrees that the conveyance requirement to the City is 94.84 square metres.

The Owner covenants and agrees that the conveyance requirement has been calculated at the rate set out below in accordance with the Parkland Dedication By-law, being By-law No. 2022-280, as amended:

For conveyance of parkland, cash-in-lieu of conveyance parkland, or combination thereof: 2% of the gross land area (commercial & industrial uses).

Cash-In-Lieu of Conveyance of Parkland

22. 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 19 funds. The Owner shall also pay the parkland appraisal fee of \$850.00 plus H.S.T. of \$110.50, as referenced in Schedule "B" herein.

CONVEYANCES TO CITY

Road Widening

23. Prior to registration of this Agreement, the Owner acknowledges and agrees to convey to the City, at no cost to the City, an unencumbered road widening across the complete Innes Road frontage of the lands, measuring 40 m from the northern Innes Road streetline, as shown on the Site Plan. The exact widening must be determined by legal survey. The Owner shall provide a reference plan for registration, indicating the widening, to the City Surveyor for review and approval prior to its deposit in the Land Registry Office. Such reference plan must be tied to the Horizontal Control Network in accordance with the municipal requirements and guidelines for referencing legal surveys. The Owner acknowledges and agrees to provide an electronic copy of the Transfer and a copy of the deposited reference plan to the City Solicitor prior to the execution of this Agreement by the City. All costs shall be borne by the Owner.

Access Easement to City

24. The Owner acknowledges and agrees it shall grant to the City, at the Owner's expense, a Blanket Easement over the lands, with the right and licence of free, uninterrupted, unimpeded and unobstructed access to the City to enter on and to pass at any and all times, on, over, along and upon the lands with or without vehicles, supplies, machinery and equipment for all purposes necessary or convenient to construct, maintain, repair and replace the Private Watermains, Private Service Posts and fire hydrants at the Owner's expense. The Owner acknowledges and agrees that notwithstanding the rights granted to the City under the grant of easement, the Owner remains responsible at all times for the maintenance, inspection, alteration, repair, replacement and reconstruction of the utility in the said lands during their term of use. The Owner acknowledges and agrees to provide an electronic copy of the Transfer of Easement prior to the execution of this Agreement by the City, to the satisfaction of the City Solicitor. All costs shall be borne by the Owner.

July 29th, 2025

Date



John Seigny
Manager, Development Review East,
Planning, Development and Building
Services Department

Enclosure: Site Plan Control Application approval – Supporting Information

SITE PLAN CONTROL APPROVAL APPLICATION SUPPORTING INFORMATION

File Number: D07-12-24-0131

SITE LOCATION

4270 Innes Road

SYNOPSIS OF APPLICATION

The City of Ottawa has received a Site Plan Control application to construct a single-storey building containing a restaurant, with an associated drive-through facility, outdoor patio, and surface parking areas.

The subject site is rectangular-shaped and is approximately 6.43 hectares in size. It is located on the south side of Innes Road, approximately 110 metres west of Lanthier Drive, within the Portobello South neighbourhood of the Orléans community. It has approximately 154.22 metres of frontage along Innes Road, an arterial road. The site is currently zoned Arterial Mainstreet with a Special Exception, with a height limit of 18.5 metres (AM[210] H(18.5)). A retail food store occupies the southern portion of the site, while a gas bar is located at the northwest corner. The rest of the site consists of surface parking, complemented by soft landscaping and mature trees.

The surrounding parcels of land are zoned Arterial Mainstreet, General Mixed-Use, and General Industrial. To the north-east of the subject lands, there is a single-storey building containing two restaurants, with medical office buildings and single-detached dwellings across the street. East of the site, a mix of low-rise buildings and commercial plazas with retail, restaurant, and vehicle services are located, with additional low-rise buildings further along Lanthier Drive. South of the site, agricultural fields and vacant land are followed by Vanguard Drive, Hydro One's transformer station, and a residential neighbourhood. To the west, vacant land and Noella Leclair Way are present, along with partially vacant land and commercial plazas containing retail, restaurant, and service businesses.

The Applicant is proposing a development on the northern portion of the site, currently used as a surface parking area. It will include a single-storey restaurant with a drive-through facility, outdoor patio, and surface parking, occupying approximately 4,741.81 square meters of land. The proposed building is located in the eastern part of the development, with an outdoor patio to the northeast. The proposed Gross Floor Area (GFA) for the restaurant is 459.77 square metres and the exterior will feature white, metal, and wood-like panel finishes, with red branding signage.

The proposed development will provide two surface parking areas, providing a total of 46 vehicular parking spaces (2 of which are accessible parking spaces) and 6 bicycle parking spaces. The primary parking area is positioned to the west of the building surrounded by the drive-through aisles; whereas, the secondary parking area is positioned northeast of the building and adjacent to the outdoor patio. Two separate drive-through aisles will start

from the southwest corner of the development, running along the boundary to the west side of the restaurant, providing a total of 37 stacking spaces. Pedestrian circulations are proposed on both the north and south sides of the building. The northern pathway connects to the sidewalk along Innes Road, while the southern pathway runs along the internal road, providing access to other on-site facilities. Pedestrian crossings connect the parking areas to the restaurant across the drive-through aisles. The existing surface parking will be removed, while the existing vehicular access off the major drive aisle through multiple connections will be retained. A landscape buffer is provided along Innes Road, and south and west boundaries.

DECISION AND RATIONALE

This application is approved for the following reasons:

- The subject site is designated as Neighbourhood on a Mainstreet Corridor within the Evolving Neighbourhood Overlay and the Suburban Transect, which permits the proposed restaurant use.
- The subject site is zoned Arterial Mainstreet, Exception 210, Height Maximum of 8.5m (AM[210] H(18.5)), which permits the proposed use.
- The proposed development 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 Catherine Kitts was aware of the application related to this report.

Councillor Catherine Kitts indicated the following comments:

I appreciate that, in response to concerns raised by my office, the City's transportation team and the applicant undertook additional due diligence to address potential queuing issues. By drawing lessons from previous Chick-fil-A projects, this application includes several key improvements: the largest vehicle stacking allowance proposed for a Chick-fil-A site in Ontario to date, the relocation of the order point further ahead in the drive-through, and the incorporation of dual lanes. While the zoning by-law requires queuing space for only 11 vehicles, I'm encouraged to see this site accommodating up to 35 vehicles — a proactive step to prevent the queuing problems observed at other locations in the city.

Response to Councillor Comments

Staff acknowledge the Councillor's comments.

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

N/A

Response to Comments –Technical

N/A

Advisory Committee Comments

Summary of Comments – Advisory Committees

The Accessibility Advisory Committee sought confirmation of accessible washrooms in this development.

Response to Comments – Advisory Committees

Staff confirmed with the Applicant the provision of accessible washrooms on the floor plans.

APPLICATION PROCESS TIMELINE STATUS

This Site Plan application was processed by the On Time Decision Date.

Contact: Colleen Ivits Tel: 613-580-2424, ext. 70170 or e-mail: Colleen.Ivits@ottawa.ca

Document 1 – Location Map

