



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

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Site Location: 5545 Albion Road

File No.: D07-12-25-0013

Date of Application: February 3, 2025

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This SITE PLAN CONTROL application submitted by Keith Oster, on behalf of Stinson Albion Ltd., is APPROVED upon resolution of the conditions stated in this report.

And the following plans are approved:

1. **Concept Elevations – Canopy Elevations**, prepared by Hobin Architecture, dated 25.6.10
2. **Concept Elevations – North and West**, prepared by Hobin Architecture, dated 25.5.21
3. **Landscape / TCR Plan**, drawing no. L1.01, prepared by Levstek Consultants Landscape Architects, dated Nov. 2024, revision 3 dated May 21/25
4. **Landscape / TCR Plan Soil Volume Data Layer**, drawing no. L1.01B, prepared by Levstek Consultants Landscape Architects, dated Nov. 2024, revision 3 dated May 21/25
5. **Landscape Details**, drawing no. L2.01, prepared by Levstek Consultants Landscape Architects, dated Nov. 2024, revision 3 dated May 21/25
6. **Notes, Legend & CB Data Table**, drawing no. C-010, prepared by Arcadis, dated 2023-11-24, revision 6 dated 2025-05-29
7. **Ponding Plan**, drawing no. C-600, prepared by Arcadis, dated 2023-11-24, revision 6 dated 2025-05-29
8. **Sediment & Erosion Control Plan**, drawing no. C-900, prepared by Arcadis, dated 2023-11-24, revision 6 dated 2025-05-29
9. **Storm Drainage Area Plan**, drawing no. C-500, prepared by Arcadis, dated 2023-11-24, revision 6 dated 2025-05-29

And as detailed in the following report(s):

1. **5545 & 5505 Albion Road Environmental Impact Statement**, prepared by Lindsay Jackson, Arcadis IBI Group, dated March 2024
2. **Environmental Remediation and Tank Decommissioning Program, Industrial Property, 5545 Albion Road, Ottawa, Ontario**, prepared by Paterson Group Inc., dated January 9, 2018
3. **Field Performance & Design: Non-Domestic (commercial) MBBR wastewater treatment systems**, prepared by Bergmann North America Inc., dated February 4, 2025
4. **Geotechnical Investigation, Proposed Commercial Development, 5505 & 5545 Albion Road, Ottawa, Ontario**, prepared by Paterson Group, revision 3 dated March 31, 2025
5. **Groundwater Monitoring Program, Proposed Commercial Development, 5505 & 5545 Albion Road – Ottawa**, prepared by Paterson Group Inc., dated June 18, 2024, revised April 1, 2025
6. **Infiltration Testing, 5545 Albion Road South, Ottawa, Ontario**, prepared by Paterson Group Inc., dated October 31, 2023
7. **Phase I-Environmental Site Assessment, 5505 and 5545 Albion Road, Ottawa, Ontario**, Report: PE4169-2, prepared by Paterson Group, dated September 23, 2020
8. **Phase II-Environmental Site Assessment, 5505 and 5545 Albion Road, Ottawa, Ontario**, Report: PE4169-2, prepared by Paterson Group, dated October 9, 2020
9. **Stage 1 Archaeological Assessment: 5545 Albion Road, Part of Lot 30, Concession 4 from the Rideau Front, Geographic Township of Gloucester, former Carleton County, now City of Ottawa, Ontario**, prepared by Stantec Consulting Ltd., dated December 19, 2024
10. **Urban Design Brief**, prepared by Stantec Consulting Ltd., dated January 24, 2025, revised May 29, 2025
11. **W.O. Stinson & Son Ltd. 5545 Albion Road Design Brief**, prepared by Arcadis, dated December 24, 2023, revised May 29, 2025

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 and/or Letter of Undertaking, 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/or Letter of Undertaking, 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. **Update to Plans and Reports**

The Owner acknowledges and agrees, prior to the preparation of the Site Plan Agreement or issuance of a Commence Work Notification, to update the plans and studies listed below to address the comments from the formal review letter dated **August 15, 2025**, to the satisfaction of the General Manager, Planning, Development and Building Services. The Owner further 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 preparation of the Site Plan Agreement or the issuance of a Commence Work Notification.

1. **Concept Elevations – South and East**, prepared by Hobin Architecture, dated 25.5.21
2. **Construction Management Plan Preliminary**, drawing no. CMP-P, prepared by Hobin Architecture, dated Nov 2024, revision 1 dated Nov. 27, 2024
3. **External Storm Drainage Area Plan**, drawing no. C-502, prepared by Arcadis, dated 2023-11-24, revision 6 dated 2025-05-29
4. **Field Performance & Design: Non-Domestic (commercial) MBBR wastewater treatment systems**, prepared by Bergmann North America Inc., dated February 4, 2025.
5. **Gas Bar and Cardlock Convenience Store Site Plan**, drawing no. A1.00, prepared by Hobin Architecture, dated Sept. 2023, revision 7 dated May 21, 2025
6. **General Plan of Services**, drawing no. C-001, prepared by Arcadis, dated 2023-11-24, revision 6 dated 2025-05-29
7. **Grading Plan**, drawing number C-200, prepared by Arcadis, dated 2023-11-24, revision 6 dated 2025-05-29
8. **Hydrogeological Assessment and Terrain Analysis – 5545 Albion Road South, Ottawa, Ontario**, prepared by Paterson Group Inc., dated April 1, 2025
9. **Phase I-Environmental Site Assessment Update, 5505 and 5545 Albion Road, Ottawa, Ontario**, File: PE4169-LET.01R, prepared by Paterson Group, revised March 28, 2025

10. **Phase II-Environmental Site Assessment Update, 5505 and 5545 Albion Road, Ottawa, Ontario**, File: PE4169-LET.02, prepared by Paterson Group, dated September 8, 2023
11. **Pre-Development Storm Drainage Area Plan**, drawing no. C-501, prepared by Arcadis, dated 2023-11-24, revision 6 dated 2025-05-29
12. **Removals**, drawing no. C-REM, prepared by Arcadis, dated 2023-11-24, revision 6 dated 2025-05-29
13. **Stage 1 Archaeological Assessment: 5545 Albion Road, Part of Lot 30, Concession 4 from the Rideau Front, Geographic Township of Gloucester, former Carleton County, now City of Ottawa, Ontario**, prepared by Stantec Consulting Ltd., dated December 19, 2024
14. **Surveyor's Real Property Report, Part 1 – Plan of Survey, Part of Lot 30, Concession 4 (Rideau Front), (Geographic Township of Gloucester), City of Ottawa**, prepared by Stantec Geomatics Ltd., dated 10th day of April, 2018
15. **W.O. Stinson & Son Ltd – 5545 Albion Road Transportation Impact Assesment Addendum #2**, prepared by Parsons, dated April 8, 2025

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, Development and Building Services.

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, 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.

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, Development and Building Services.

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, Development and Building Services. 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, Development and Building Services.

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, 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.

10. **Development Charges**

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

11. **Demolition Permit**

The Owner acknowledges and agrees to obtain a Demolition Permit for the building currently located on the property, and to remove said building. A Demolition Permit shall not be issued prior to the payment of any applicable fees and securities, and any other requirements specified below to the satisfaction of the General Manager, Planning, Development and Building Services.

## **SPECIAL CONDITIONS**

### **12. 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 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.

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

### **13. Roadway Modifications – Delayed Process**

The Owner acknowledges and agrees that the road modification detailed design review and acceptance by the City is required for the road modification works associated with the proposed Site Plan, to the satisfaction of the General Manager, Planning, Development and Building Services.

The Owner agrees to pay the separate process fee of \$2,940.00 (plus HST) at the time of registration of this Site Plan Agreement. The Owner acknowledges and agrees that the Owner may be subject to other additional fees and agreement addendum due to the delayed road modification detailed design process. The Owner agrees to submit required drawings for the aforementioned road modification detailed design. Further, the Owner agrees to be responsible for all costs associated with the public roadway modifications and provide required securities to the City, all to the satisfaction of the General Manager, Planning, Development and Building Services.

The Owner acknowledges and agrees that the required roadway modifications, must be complete prior to the Owner requesting or allowing occupancy of the building.

## **Access**

### **14. Private Approach Detail**

The Owner agrees that all private approaches, including temporary construction access to the subject lands, shall be designed and located in accordance with and shall comply with the City's Private Approach By-Law, being By-law No. 2003-447, as amended, and shall be subject to approval of the General Manager, Planning, Development and Building Services.

## **ENGINEERING**

### **Geotechnical Engineering and Soils**

#### **15. 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, Proposed Commercial Development, 5505 & 5545 Albion Road, Ottawa, Ontario** (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.

### **Groundwater**

#### **16. Notice on Title – Quality and Quantity of Groundwater**

The Owner acknowledges and agrees that a notice shall be registered on title to the subject lands, at the Owner's expense. The Owner further acknowledges and agrees that such notice on title, or the clauses as written directly below, shall be included in all agreements of purchase and sale and lease agreements to inform prospective purchasers and tenants of these matters. The notice on title shall include, but not be limited to, the following:

The Owner, or any subsequent owner of the whole or any part of the subject lands, acknowledges and agrees that all agreements of purchase and sale or lease agreements shall contain the following clauses, which shall be covenants running with the subject lands:

"The purchaser/lessee for themselves, their heirs, executors, administrators, successors and assigns, acknowledges being advised that the City of Ottawa does not guarantee the quality or the quantity of the groundwater. The purchaser/lessee further acknowledges being advised that if, at some future date, the quality or the quantity of the groundwater becomes deficient, the City of Ottawa shall bear no responsibility, financial or otherwise, to provide solutions to the deficiency. All efforts and costs to remedy such deficiencies in the groundwater shall be the sole responsibility of the owner."

"The purchaser/lessee covenants with the vendor/lessor that the above clauses, verbatim, shall be included in all subsequent agreements of purchase and sale and lease agreements for the lands described herein, which covenant shall run with the said lands."

#### **17. Hydrogeological and Terrain Analysis Reporting**

The Owner shall prepare, at its own cost, a Hydrogeological and Terrain Analysis Report demonstrating that the proposed work is in accordance with all applicable City Specifications or Standards, Design Guidelines, Terms of Reference, the Official Plan, or other applicable documents. The design shall be subject to the approval of the General Manager, Planning, Development and Building Services. Written authorization, in the form of a Commence Work Notification, will be required prior to any site works and all comments on the reporting are to be addressed to the sole satisfaction of the City with respect to the following unresolved issues:

- NSF 245 or CAN/BNQ 3680-600 certification for the proposed treatment unit (nitrate reduction); and
- Consideration of Appendix O of the Shield's Creek Subwatershed Study.

18. **Notice on Title – Requirement for Nitrate Reduction Technology**

The Owner acknowledges and agrees that a notice shall be registered on title to the subject lands, at the Owner's expense. The Owner further acknowledges and agrees that such notice on title, or the clauses as written directly below, shall be included in all agreements of purchase and sale and lease agreements to inform prospective purchasers and tenants of these matters. The notice on title shall include, but not be limited to, the following:

The Owner, or any subsequent owner of the whole or any part of the subject lands, acknowledges and agrees that all agreements of purchase and sale or lease agreements shall contain the following clauses, which shall be covenants running with the subject lands:

"The purchaser/lessee for themselves, their heirs, executors, administrators, successors and assigns, acknowledges being advised that development is approved based on the operation and maintenance of a total nitrogen reduction system (capable of >50% total nitrogen removal and NSF/ANSI 245 or CAN/BNQ 3680-600 certified) that must be operated and maintained in perpetuity. The purchaser/lessee further acknowledges being advised that operation of the treatment system may involve additional costs when compared to a standard treatment unit and that if the treatment unit/system becomes deficient and causes groundwater impacts, the City of Ottawa shall bear no responsibility, financial or otherwise, to provide solutions to remedy the deficiency."

"The purchaser/lessee covenants with the vendor/lessor that the above clauses, verbatim, shall be included in all subsequent agreements of purchase and sale and lease agreements for the lands described herein, which covenant shall run with the said lands."

**Civil Engineering**

19. **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.

## 20. **TSSA Permit**

The Owner acknowledges and agrees to provide the City with a copy of the TSSA permit. In accordance with the Wellhead Protection Plan and TSSA standards, the Owner acknowledges and agrees that the fuel tanks, piping and pumps will be installed with leak detection and interstitial monitoring of the tanks.

21. **Re-Grading and Maintenance of Ditch**

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

- (a) Re-grade the shoulders of the ditch within the road allowance(s) of Albion Road and Mitch Owens Road abutting the subject lands, to the satisfaction of the General Manager, Planning, Development and Building Services Department;
- (b) Obtain utility clearances prior to the re-grading of any ditch;
- (c) Obtain approval from the City's Roads Services Branch of the Public Works Department if the grade of any ditch bottom is to change; and
- (d) Maintain a grass cover within the road allowance(s) of Albion Road and Mitch Owens Road abutting the subject lands, to the satisfaction of the General Manager, Planning, Development and Building Services Department.

22. **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.

23. **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.

24. **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 **5545 Albion Road Design 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.

## **Site Lighting**

### **25. 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**

### **26. 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 Mitch Owens Road 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 sidewalks.. 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.

### **27. Snow Storage - Setback**

In addition to the provisions set out in Clause 17 of Schedule “C” to this Agreement, the Owner acknowledges and agrees that no snow storage will occur within the fifteen (15 m) metre setback from the top bank of the watercourse, pursuant to the City’s Zoning By-Law 2008-250, as amended.

## **Waste Collections**

### **28. 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**

### **29. 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 20 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 the City**

### **30. Road Widening**

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 Mitch Owens Road frontage of the lands, measuring 34 metres from the existing centreline of pavement/the abutting right-of-way. 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.

## **AGENCIES**

### **RVCA**

### **31. Rideau Valley Conservation Authority**

The Owner acknowledges and agrees to obtain any required approvals and/or permits from the Rideau Valley Conservation Authority prior to the commencement of site works. The Owner acknowledges and agrees to file copies of such approvals and/or permits with the General Manager, Planning, Development and Building Services.

28 August 2025

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Date



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Adam Brown  
Manager, Development Review Rural,  
Planning, Development and Building  
Services Department

Enclosure: Site Plan Control Application approval – Supporting Information

## **SITE PLAN CONTROL APPROVAL APPLICATION SUPPORTING INFORMATION**

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**File Number:** D07-12-25-0013

### **SITE LOCATION**

5545 Albion Road, and as shown on Document 1.

### **SYNOPSIS OF APPLICATION**

5545 Albion Road (hereafter referred to as “the site”) is an approximately 2.3-hectare parcel located at the northeast corner of the intersection of Albion Road and Mitch Owens Road.

The north half of the site is vacant and unmaintained, with grasses and other vegetation throughout. The south half of the site is surfaced in gravel and asphalt and is largely vacant other than a small gas bar operation in the centre of the gravel and asphalt area. The gas bar consists of three above-ground fuel storage tanks and their associated pumps, overhead light fixtures, a modified shipping container serving as an office or administrative building, and a portable restroom. The extent of the gas bar area is delineated by a series of bollards around its perimeter. An additional, unmodified shipping container is located in the southeast corner of the site, adjacent to a small area of grass. An additional small, grassy area with four mature trees is located in the southwest corner of the site, directly adjacent to the intersection.

To the north of the site is a vacant lot, surfaced in gravel and surrounded by smaller trees and vegetation. To the east and northeast are large vacant, forested lots. To the south of the site, south of Mitch Owens Road, is a large, partially forested lot that is mostly vacant other than a fast-food truck and outdoor seating, a seasonal produce stand, and a small gravel parking area. Southeast of the site is the Albion Sun Vista land lease community. West of the site, the northwest corner of the Albion Road and Mitch Owens Road intersection is being redeveloped with a gas bar and restaurant. North of this development, opposite the north half of the subject site, are several residential lots within an older estate-lot subdivision.

Redevelopment of the subject site includes a gas bar, retail store, fast food restaurant with drive-through, and associated surface parking. The existing gas bar will be removed prior to redevelopment. The area to be redeveloped is generally limited to the south half of the site that is currently surfaced in asphalt and gravel. The development will rely on private water and wastewater systems. The new well will be located in the southwest corner of the site and the new septic system and snow storage area will occupy approximately one-third of the northern half of the site. A stormwater management swale approximately 70 metres long and 9 metres wide, parallel to Albion Road, is proposed for the north half of the site. The existing accesses to the site from Mitch Owens Road and Albion Road will be replaced by narrower accesses relocated to the eastern and northern limits of the redeveloped area.

The gas bar consists of 10 vehicle bays adjacent to Mitch Owens Road and 4 heavy vehicle bays at the rear of the development area, with both areas covered by overhead canopies. Four underground fuel storage tanks are located to the north of the development area near the heavy vehicle gas bays. The retail store and restaurant building are proposed near the southwest corner of the site, with the drive through lane located between the building and the intersection.

Two areas of surface parking totalling 24 parking spaces, including two accessible spaces, are located immediately north and east of the building. An additional eight parking spaces, including parking for electric vehicle charging stations, are located east of the gas bar adjacent to the entrance from Mitch Owens Road. Bicycle parking is located at the southeast and northeast corners of the building. Waste management consists of partially buried bins located within the parking area to the north of the building.

The new one-storey building containing the retail store and restaurant will be clad in light grey vertical wood siding, light grey manufactured stone and dark grey brick. Architectural features include wood-finish aluminum window screens, flat-roofed awnings finished in aluminum cladding and additional decorative screening on the roof to conceal the mechanical system. Entrances to the building are located on the east and west side of the building, with the east façade featuring extensive floor to ceiling glazing.

Tree planting along both the Mitch Owens Road and Albion Road frontages will screen the drive-through lane, waste management area, and portions of the parking areas from the street, and a sidewalk will provide direct active transportation access to the site from the Mitch Owens Road and Albion Road intersection. Additional soft landscaping areas will be installed at the north and east of the site, beside the driveways and in the parking area, and will significantly increase permeability on the site.

The development will rely on private water and wastewater systems, with the septic system located to the north of the development area. The snow storage area is also located to the north of the development area. The proposed development is situated away from a watercourse that runs parallel to the northerly lot line, and from a swale that runs through the northern third of the site.

## **Related Applications**

N/A

## **DECISION AND RATIONALE**

This application is approved for the following reasons:

- The proposed development is in conformity with all applicable provisions of the Zoning By-law.
- The conditions of approval include a condition requiring that the owner provide revisions to several of the plans and studies submitted with the application.
- The proposed site design represents good planning in that it is a well-functioning, appropriately-sized restaurant, retail and gas bar operation that will serve the

surrounding rural community. The combined restaurant and retail building is situated close to both street frontages, with surface parking to the rear and side of the building, to enhance the streetscape and improve pedestrian accessibility. Significant tree planting and landscaping along both the Albion Road and Mitch Owens Road frontages will, over time, provide some tree canopy and visual screening of the site from the nearby residential development. Large areas of soft landscaping, including those areas used for snow storage and the septic system, will improve the permeability of the site. The main gas bar is set back from the Mitch Owens frontage, with the heavy vehicle bays situated to the rear of the site, further minimizing the impact of the development on the surrounding area.

## **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.

## **ROAD MODIFICATIONS**

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

## **CONSULTATION DETAILS**

### **Councillor's Comments**

Councillor Isabelle Skalski 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 no public comments received online.

## **APPLICATION PROCESS TIMELINE STATUS**

This Site Plan application was processed by the On Time Decision Date. The Council approved timeline has been met.

**Contact:** Cass Sclauzero Tel: 613-580-2424, ext. 27597 or e-mail: [cass.sclauzero@ottawa.ca](mailto:cass.sclauzero@ottawa.ca)



Document 1 – Location Map

