

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

Site Location: 1440 Prince of Wales

File No.: D07-12-24-0166

Date of Application: December 11, 2024

This SITE PLAN CONTROL application submitted by Amina Oyakhilome, on behalf of Shell Canada Limited, is APPROVED upon resolution of the conditions stated in this report

And the following plans are approved:

1. **Site Plan**, C101.0, prepared by CTM, dated 2023-08-29, revised 2025-06-20
2. **Site Servicing Plan**, C102.0, prepared by CTM, dated 2024-08-01, revised 2025-05-01
3. **Stormwater Management Plan – Existing Conditions**, C103.0, prepared by CTM, dated 2024-08-01, revised 2025-05-01
4. **Stormwater Management Plan**, C104.0, prepared by CTM, dated 2024-08-01, revised 2025-08-11
5. **Site Grading Plan**, C105.0, prepared by CTM, dated 2024-08-01, revised 2025-05-01
6. **Exterior Elevations**, A3.01, prepared by Lintack Architects Inc., dated 2025-07-31
7. **Landscape Plan**, L101.0, prepared by CTM, dated 2024-08-01, revised 2025-04-29
8. **Plant Schedule and Details**, L501.0, prepared by CTM, dated 2024-08-01, revised 2025-04/29
9. **Tree Conservation Report – Tree protection plan**, drawing 1 of 2, prepared by Davey Resource Group, dated 2024-07-24, revised 2024-12-05
10. **Tree Conservation Report – Tree protection plan**, drawing 2 of 2, prepared by Davey Resource Group, dated 2024-07-24, revised 2025-12-05

And as detailed in the following report(s):

1. **Geotechnical Investigation**, prepared by Gemtec, September 12, 2023
2. **Site Servicing Report**, prepared by CTM Design Services, July 19, 2024, revised September 24, 2025

3. **Stormwater Management Report**, prepared by CTM Design Services, November 27, 2024, revised September 24, 2025
4. **Phase One - Environmental Site Assessment**, prepared by Atkins Realis, dated January 12, 2024
5. **Phase Two - Environmental Site Assessment**, prepared by Atkins Realis, dated January 12, 2024
6. **Tree Conservation Report**, prepared by Davey Resource Group, dated July 30, 2024, revised December 5, 2024.
7. **Noise Impact Assessment**, prepared by FDI Acoustics, dated July 29, 2024.

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

Requirements

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

General Conditions

2. Execution of Letter of Undertaking

The Owner shall execute the City's standard Letter of Undertaking and satisfy the conditions contained within this Site Plan Approval Report. In the event the Owner fails to execute the required Letter of Undertaking, submit any required fees and/or securities within three (3) years, and attain permits, this approval shall lapse.

3. Prior Site Plan Agreement

The Owner acknowledges and agrees that all terms and conditions of the Site Plan Agreement pertaining to the property originally between Shell Canada Limited, The Corporation of the City of Ottawa and Confederation Life Association, registered as Instrument No. NS105191 on 1980/12/02, and the Amending Site Plan Agreement originally between the parties named above, registered as Instrument No. NS178396 on 1983/02/04, 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 supercede 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).

4. 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.

5. **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.

6. **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.

7. **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.

8. **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.

9. **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.

10. **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.

11. Development Charges

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

12. Demolition Permit

The Owner acknowledges and agrees to obtain a Demolition Permit for the dwelling/building currently located on the property, and to remove said dwelling/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

13. 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.

14. Prior Site Plan Agreement

The City shall release and partially discharge its interest under Instrument No. NS105191 on 1980/12/02, and the Amending Site Plan Agreement, registered as Instrument No. NS178396 on 1983/02/04, as against the corner site triangle to be conveyed to the City under paragraph 24 below, such that the applicable portions of the lands will be conveyed to the City, unencumbered, in accordance with the City's requirements.

15. Private Approach Detail

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

16. 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.

Civil Engineering

17. 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.

18. 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.

19. Inlet Control Devices (ICDs)

The Owner acknowledges and agrees to install and maintain in good working order the required in-ground stormwater inlet control devices, as recommended in the approved Stormwater Management Report, 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.

Contamination

20. 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.

PLANNING AND OTHER

Planning and Design

21. 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 the pedestrian walkway connection elements which are to be located in the City's Prince of Wales Drive and Meadowlands Drive rights-of-way, as shown on the approved Site Plan referenced in Schedule "E" herein, including concrete sidewalk connections. 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 for so long as such elements exist.

Waste Collections

22. 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

23. 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 16 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

24. Corner Sight Triangle

Prior to registration of this Agreement and subject to paragraph 14 above, the Owner acknowledges and agrees to convey to the City, at no cost to the City, two overlapping unencumbered corner sight triangles measuring 15 metres x 5 metres at the intersection of Meadowlands Drive and Prince of Wales Drive. The exact location and area of the corner sight triangle must be determined by legal survey. The Owner shall provide a reference plan for registration, indicating the corner sight triangle, to the City Surveyor for review 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.

Date

Kelby Lodoen Unseth
Planner, Development Review South,
Planning, Development and Building
Services Department

Enclosure: Site Plan Control Application approval – Supporting Information

SITE PLAN CONTROL APPROVAL APPLICATION SUPPORTING INFORMATION

File Number: D07-12-24-0166

SITE LOCATION

1440 Prince of Wales Drive, and as shown on Document 1.

SYNOPSIS OF APPLICATION

- The site is on the northwest corner of the intersection of Prince of Wales Drive and Meadowlands Dr./Hog's Back Road.
- The site is an existing gas station with the retail building centrally located on the site and the canopy adjacent to Prince of Wales Drive.
- North and west of the property is an office and retail complex, to the east is a residential high-rise building, and south of the site across Meadowlands is an oil change service and more retail.
- The application is to redevelop the site with a new gas station including a 2,000 square foot convenience retail building, new fuel storage tanks, and a new layout for the site where the retail building will be along the Prince of Wales frontage and the gas pumps and canopy central to the site.
- The new retail building will include a door for pedestrian access from the Prince of Wales Drive frontage and glass to improve visibility. The building will be finished with aluminum siding and fibre cement panels and will include rooftop mechanical screening.
- The development includes strong landscaping elements along the Prince of Wales Drive and Meadowlands Drive frontages. Pedestrian connections will permit access to the retail building from the Prince of Wales Drive and Meadowlands Drive sidewalks.
- The site will also include 5 parking spaces, 3 accessible parking spaces, 2 electric vehicle parking spaces and bike rack.

Residential Units and Types

N/A

Related Applications

N/A

DECISION AND RATIONALE

This application is approved for the following reasons:

- Prince of Wales Drive running along the eastern side of the property is classified as an Arterial roadway, and along the southern boundary is Meadowlands Drive which is a Major Collector within Schedule C4 of the Official Plan.
- Schedule B3 – Outer Urban Transect classifies both adjacent streets as Minor Corridors. This encourages a mix of uses to primarily serve local residents and may include commercial only services.
- Schedule B3 designates the site as Neighbourhood, which encourages low-rise development and promotes a range of local services to help strengthen the 15-minute neighbourhood.
- No zoning amendments or minor variances were requested. The site plan control application conforms to the zoning GM15 F(1.0) (General Mixed-Use, Subzone 15, Floor Space Index 1.0)
- The proposed development generally represents good planning by providing appropriate and efficient lands use.

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

N/A

APPLICATION PROCESS TIMELINE STATUS

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

Contact: Kelby Lodoen Unseth Tel: 613-580-2424, ext. 72852 or e-mail: Kelby.LodoenUnseth@ottawa.ca

Document 1 – Location Map

