

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

Site Location: 1660 Merivale Road

File No.: D07-12-25-0019

Date of Application: February 24, 2025

This SITE PLAN CONTROL application submitted by Ivan Ho, Parsons Inc., on behalf of Harnoise Energies, is APPROVED pursuant to conditions/upon resolution of the conditions stated in this report.

And the following plans are approved:

1. **Site Plan – Annotations and Zoning Compliance Table**, Drawing No. A-100, prepared by MRA Architecture + Design, dated 9 MARS 2026, revision 9 dated 2026-03-09.
2. **Site Plan – Dimensions and Details**, Drawing No. A-101, prepared by MRA Architecture + Design, dated 9 MARS 2026, revision 7 dated 2026-03-09.
3. **Exterior Elevations**, Drawing No. A-300, prepared by MRA Architecture + Design, dated 9 MARS 2026, revision 7 dated 2026-03-09.
4. **Exterior Elevations**, Drawing No. A-301, prepared by MRA Architecture + Design, dated 9 MARS 2026, revision 7 dated 2026-03-09.
5. **Erosion/ Sediment Control & Removals Plan**, Drawing No. C-101, prepared by Parsons, dated MAY 2025, revision 07 dated 2026-04-21.
6. **Site Servicing Plan**, Drawing No. C-102, prepared by Parsons, dated MAY 2025, revision 07 dated 2026-04-21.
7. **Grading Plan**, Drawing No. C-103, prepared by Parsons, dated MAY 2025, revision 07 dated 2026-04-21.
8. **Detail Page**, Drawing No. C104, prepared by Parsons, dated MAY 2025, revision 07 dated 2026-04-21.
9. **Pre Development Drainage Areas**, Drawing No. C105, prepared by Parsons, dated MAY 2025, revision 07 dated 2026-04-21.

10. **Post Development Drainage Areas**, Drawing No. C106, prepared by Parsons, dated MAY 2025, revision 07 dated 2026-04-21.
11. **Landscape Plan**, Drawing No. L1.01, prepared by Levstek Consultants Inc., dated MAR. 2024, revision 8 dated MAR. 13/26.
12. **Tree Conservation Plan / Report**, Drawing No. L1.02, prepared by Levstek Consultants, dated MAR. 2024, revision 9 dated APR.20/26.
13. **Tree Canopy Cover Plan**, Drawing No. L1.03, prepared by Levstek Consultants, dated MAR. 2024, revision 7 dated MAR. 13/26.

And as detailed in the following report(s):

1. **Site Servicing & Stormwater Management Report - Gas Station & Convenience Store - 1660 Merivale Road**, prepared by Parsons, dated April 2026.
2. **Étude Géotechnique et Caractérisation Environnementale des Sols – Réfection d'une Station d'Essence**, prepared by SCP Geotek Inc., dated Juillet 2024.
3. **Stationary Noise Assessment**, prepared by Gradient Wind, dated March 11, 2024.
4. **1660 Merivale Rd, TIA Strategy Report**, prepared by Parsons, dated December 2025.
5. **Phase I Environmental Site Assessment**, prepared by Group C. Laganière, dated August 20, 2024.
6. **Phase II Environmental Site Assessment**, prepared by Group C. Laganière, dated August 21, 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

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. **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.

7. **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.

8. **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.

9. Development Charges

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

10. 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

11. 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.

12. Private Approach Detail

The Owner acknowledges and agrees that all private approaches serving the proposed development shall be designed and constructed, at the sole expense of the Owner, in accordance with the City's "Curb Return Entrances – Uncontrolled Intersections" Plan, Drawing No. SC7.1, dated March 2007 and revised March 2021, and the Owner shall comply with the City's Private Approach By-law, being No. 2003-447, as amended.

13. Private Access

The Owner acknowledges and agrees that all private accesses to Roads shall comply with the City's Private Approach By-Law being By-Law No. 2003-447 as amended, or as approved through the Site Plan control process.

14. Bus Pad and Shelter Replacement

The Owner shall remove the existing substandard concrete shelter pad at bus stop #2975 along the Merivale Road frontage and locate, design, and construct in its place a new concrete shelter pad in accordance with the City's Standard SC11 – Concrete Shelter Pad Adjacent to Sidewalk. All costs shall be borne by the Owner.

15. Noise Control Attenuation Measures

The Owner covenants and agrees that it shall retain the services of a professional engineer licensed in the Province of Ontario to ensure that the recommendations of the Stationary Noise Assessment, referenced in Schedule "E" herein, are fully implemented. The Owner further acknowledges and agrees that it shall provide the General Manager, Planning, Development and Building Services with confirmation issued by the professional engineer that the Owner has complied with all recommendations and provisions of the Stationary Noise Assessment, prior to building occupancy, which confirmation shall be to the satisfaction of the General Manager, Planning, Development and Building Services.

- (a) prior to the issuance of a building permit, a review of building components (windows, walls, doors) is required and must be designed to achieve indoor sound levels within the City's and the Ministry of the Environment, Conservation and Parks' noise criteria. A letter shall be prepared by a qualified professional and provided to the General Manager, Planning, Development and Building Services confirming the plans submitted for building permit issuance have incorporated any and all mitigation measures to achieve the required indoor sound levels;
- (b) upon completion of the development and prior to occupancy and/or final building inspection, a professional engineer, licensed in the Province of Ontario with expertise in the subject of acoustics related to land use planning, shall be retained to visit the lands, inspect the installed noise control measures and satisfy themselves that the installed recommended interior noise control measures comply with the measures in the Stationary Noise Assessment referenced in Schedule "E" hereto. The professional engineer shall prepare, sign and stamp a letter to the General Manager, Planning, Development and Building Services (the "Certification Letter") stating that they certify acoustical compliance with all requirements of the applicable conditions in this Agreement, to the satisfaction 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 Étude Géotechnique et Caractérisation Environnementale des Sols – Réfection d'une Station d'Essence (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.

17. 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.

18. 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.

19. Protection of City Sewers

- (a) Prior to the issuance of a building permit, the Owner shall, at its expense:
 - (i) obtain a video inspection of the City Sewer System within Glenmanor Drive between MHST17305 and MHST17306 and Merivale Road between SAMH-03 (proposed) and MHSA-20010 prior to any construction to determine the condition of the existing City Sewer System prior to construction on the lands and to provide said video inspection to the General Manager, Planning, Development and Building Services.
- (b) Upon completion of construction on the lands, the Owner shall, at its expense and to the satisfaction of the General Manager, Planning, Development and Building Services:
 - (i) obtain a video inspection of the existing City Sewer System within Glenmanor Drive between MHST17305 and MHST17306 and Merivale Road between SAMH-03 (proposed) and MHSA-20010 to determine if the City Sewer System sustained any damages as a result of construction on the lands; and
 - (ii) assume all liability for any damages caused by construction activities to the City Sewer System within Glenmanor Drive between MHST17305 and MHST17306 and Merivale Road between SAMH-03 (proposed) and MHSA-20010 and compensate the City for the full amount of any required repairs to the City Sewer System.

20. 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.

21. Inlet Control Devices (ICDs)

The Owner acknowledges and agrees to install and maintain in good working order the required roof-top and in-ground stormwater inlet control devices, as recommended in the approved Site Servicing & 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.

22. 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 Select Onemunicipal 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.

23. 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.

24. 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.

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.

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 Merivale Road right-of-way, as shown on the approved Site Plan and Landscape Plan referenced in Schedule “E” herein, including all plant and landscaping material (except municipal trees), concrete walkways. 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. 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.

28. Parkland Dedication

- (a) The Owner acknowledges and agrees that the conveyance requirement to the City is 132.06 square metres.
- (b) The Owner covenants and agrees that the conveyance requirement has been calculated at the rate set out below in accordance with Parkland Dedication By-law, being By-law No.2022-280, as amended:
 - (i) For conveyance of parkland, cash-in-lieu of conveyance parkland, or combination thereof: 2% of the gross land area (commercial & industrial uses).

29. Cash-In-Lieu of Conveyance of Parkland

- (a) Prior to issuance of building permit, 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 8 and Account Number 830297.
- (b) Prior to issuance of building permit, the Owner shall pay the parkland appraisal fee of \$880.00 plus H.S.T. of \$114.40, as referenced in Schedule “B” herein.

All of the above shall be to the satisfaction of the General Manager, Planning, Development Building Services.

30. Off-Site Contamination Management Agreement

- (a) The Owner acknowledges and agrees to enter into an Off-Site Contamination Management Agreement with the City to address the known contamination emanating from the site and impacting the City’s rights-of-way. The Owner acknowledges and agrees that no securities shall be released until such time as the Off-Site Management Agreement has been fully executed by the Owner and the City, to the satisfaction of the City Solicitor and Clerk, Legal Services, and that the Owner shall be responsible for all associated costs with the Off-Site Contamination Management Agreement.
- (b) The Owner shall also provide a confirmation that the subject lands are subject to an approved Contaminant Management Plan with the Technical Standards and Safety Authority (TSSA), to the satisfaction of the General Manager, Planning, Development and Building Services.

31. Removal of Underground Storage Tanks from Lands to be Conveyed to City

The Owner acknowledges and agrees to remove all underground storage tanks from the Lands to be conveyed to the City as corner site triangle and road widening, being those lands identified as Part 1 on Plan 4R-37518, pursuant to Conditions 32 and 33 herein. The Owner further acknowledges and agrees that these Lands shall not be transferred to the City until such time as the City has received documentation, to the satisfaction of the General Manager, Planning, Development and Building Services, confirming the removal of all underground storage tanks (USTs) from the Lands, as well as the post-removal environmental condition of the Lands. The Owner further acknowledges and agrees to provide written confirmation from the Technical Standards and Safety Authority (TSSA) that its records have been updated to reflect the removal of the USTs from the Lands and that no further action is required.

32. Corner Sight Triangle

- (a) Prior to registration of this Agreement, the Owner acknowledges and agrees to convey to the City, at no cost to the City, an unencumbered corner sight triangle measuring 6 metres x 6 metres at the intersection of Merivale Road and Viewmount Drive and 5 metres x 5 metres at the intersection of Viewmount Drive and Glenmanor 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.
- (b) The Owner acknowledges and agrees that the full amount of securities held by the City under this Agreement shall not be eligible for any reductions or release until such corner site triangles are conveyed to the City, to the satisfaction of the City.
- (c) Despite subsection (a) above, the Owner further acknowledges and agrees that the conveyance of the 6 metres x 6 metres corner site triangle at the intersection of Merivale Road and Viewmount Drive, being lands within Part 1 on Plan 4R-37518, may be delayed up to two (2) years) beyond the registration of this Agreement contingent upon the following criteria:
 - (i) Confirmation that the Underground Storage Tanks have been removed from the corner site triangle lands in accordance with Condition 31, to the satisfaction of the City.
 - (ii) The corner site triangle lands shall be free of encumbrances, at no cost to the City; and

- (iii) Registration of the conveyance shall be completed within six (6) months of the removal of underground storage tanks.

33. Road Widening

- (a) 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 Merivale Road and Viewmount Drive frontage of the lands, measuring 23 metres and 12 metres, respectively, 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.
- (b) The Owner acknowledges and agrees that the full amount of securities held by the City under this Agreement shall not be eligible for any reductions or release until such road widenings are conveyed to the City, to the satisfaction of the City.
- (c) Despite subsection (a) above, the Owner further acknowledges and agrees that the conveyance of the road widening on Merivale Road, being lands within Part 1 on Plan 4R-37518, may be delayed up to two (2 years) beyond the registration of this Agreement contingent upon the following criteria:
 - (i) Confirmation that the Underground Storage Tanks have been removed from the road widening lands in accordance with Condition 31, to the satisfaction of the City.
 - (ii) The road widening lands shall be free of encumbrances, at no cost to the City; and
 - (iii) Registration of the conveyance shall be completed within six (6) months of the removal of underground storage tanks.

34. Release of Previous Site Plan Agreement

The Owner and the City agree that the Site Development Agreement registered on May 8, 1984, as Instrument No. NS248053 can be released from title to the subject lands described in Schedule "A" hereto upon registration of this Agreement. The Owner acknowledges and agrees that the release of the aforementioned agreements shall be registered by the City, and all costs shall be borne by the Owner.

35. Ottawa Macdonald-Cartier International Airport – Bird Attractions

The Owner acknowledges and agrees that there will not be any present or future action, nor development undertaken, that may result in any bird attraction conditions and therefore a hazard to aircraft flying in the area. The Owner further acknowledges and agrees to maintain the site in a clean state and that any litter on the lands will be removed expeditiously. The Owner acknowledges and agrees to provide enclosed garbage areas and covered containers as shown on the approved Landscape Plan, referenced in Schedule “E” herein.

The Owner acknowledges and agrees to only place on the lands plant/vegetation species that are not attractive as a food source to birds. If bird activity increases as a result of this development, the Owner shall be prepared to implement mitigation measures to address this operational hazard.

June 29, 2026

Date



Sean Moore
Manager, Development Review West,
Planning, Development and Building
Services Department

Enclosure: Site Plan Control Application approval – Supporting Information

SITE PLAN CONTROL APPROVAL APPLICATION SUPPORTING INFORMATION

File Number: D07-12-25-0019

SITE LOCATION

1660 Merivale Road, and as shown on Document 1.

SYNOPSIS OF APPLICATION

The subject site is located at the southwest corner of the intersection of Merivale Road and Viewmount Drive and is currently occupied by a gas station, convenience store, and car wash. The site is a rectangular parcel with an approximate area of 6,597 square meters, 72.3 metres of frontage along Viewmount Drive, and 91.5 metres of frontage along Merivale Drive. Surrounding land uses include Merivale Mall to the north, Merivale High School to the east, and low-rise residential neighborhood to the west and south.

The proposal includes the redevelopment of existing gas station. The fuel pumps and underground fuel storage tanks are being replaced and relocated, with the pumps and canopy reoriented to be parallel with Merivale Road. A new mixed-use building with a gross floor area of 492 square metres and containing a restaurant and convenience store is proposed centrally on the site. Existing car wash building is to be retained. A new double lane drive through facility is located at the rear of the proposed building, along Glenmanor Drive, and will serve the car wash and restaurant uses. A total of 17 parking spaces and 14 bicycle parking spaces are provided. The site will continue to be accessed via the two vehicular accesses Merivale Road, and one vehicular access on Viewmount Drive.

On May 16, 2025, the Committee of Adjustment granted minor variances permitting an increased maximum front yard setback to 42.2 metres and eliminating the minimum glazing requirements for the proposed building along Glenmanor Drive and Viewmount Drive (File No. D08-02-25/A-00074). The decision is now final and binding, with all possibility of appeal to the Ontario Land Tribunal exhausted.

Related Applications

The following applications are related to this proposed development:

- Minor Variance - D08-02-25/A-00074

DECISION AND RATIONALE

This application is approved for the following reasons:

- The proposal conforms to the applicable Official Plan policies.
- The proposal is consistent with the City of Ottawa's Urban Design Guidelines for Drive-Through Facilities and Gas Stations.
- The Committee of Adjustment granted minor variances permitting an increased maximum front yard setback to 42.2 metres and eliminating the minimum glazing requirements for the proposed building along Glenmanor Drive and Viewmount Drive (File No. D08-02-25/A-00074). The decision is now final and binding, with all possibility of appeal to the Ontario Land Tribunal exhausted. The proposal also complies with all other applicable zoning provisions, including those specific to the AM10 (Arterial Mainstreet, Subzone 10) zoning.
- There is a bus stop located abutting the site in the Merivale right-of way, which currently has a substandard concrete pad. OC Transpo has requested the Owner to remove and replace the substandard bus shelter pad to meet accessibility requirements. Condition 14 (Bus Pad and Shelter Replacement) outlines that the Owner is to remove the existing bus stop and replace it with a new concrete shelter pad in accordance with the City's Standard SC11 – Concrete Shelter Pad Adjacent to Sidewalk.
- There is known petroleum impacted groundwater on the site which has migrated onto the abutting City rights-of-way. Condition 30 (Off-Site Contamination Management Agreement) has been included to require the Owner to enter into an Off-Site Contamination Management Agreement with the City to address the off-site contamination, as well as obtain confirmation from the Owner the site is subject to an approved Contamination Management Plan with the Technical Standards and Safety Authority (TSSA).
- There are existing underground fuel storage tanks located on the site, which encroach into the protected right-of way along Merivale Road and the required corner site triangle at the intersection of Merivale Road and Viewmount Drive. Condition 31 (Removal of Underground Storage Tanks from Lands to be Conveyed to City) has been included to ensure that the Owner removes and relocates these tanks prior to said lands being conveyed to the City. Further to Condition 31, clauses have been included in 32 (Corner Site Triangle) and Conditions 33 (Road Widening) to outline circumstances in which the conveyance of the lands with existing underground storage tanks may be delayed beyond registration of the Site Plan Agreement.
- Technical issues have been resolved to the satisfaction of the City, through the approved drawings or inclusion of conditions.
- Conditions of approval have been included to ensure the proposed development conforms to City policies and guidelines.
- 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 Laine Johnson and Councillor Sean Devine indicated the following comments:

- Concerns with pedestrian safety, especially related to pedestrians looking to cross the street from Merivale Intermediate / High School to the proposed restaurant use. Also, potential vehicle / pedestrian conflicts on the site as pedestrians try to reach the restaurant use.
- Concerns with the number of accesses. Request to explore the possibility of closing the vehicular access along Merivale closest to the Merivale / Viewmount intersection and/or modifying the access to discourage drivers travelling southbound on Merivale from entering the site using this access.
- Concerns with vehicle circulation on the site.
- Concerns with queuing onto Viewmount Drive at peak times due to the restaurant drive through. They both appear to be under the impression that the proposed restaurant will be a Starbucks.

Response to Councillor Comments

A Transportation Impact Assessment has been prepared in support of the proposed development, which has been reviewed and approved by City Transportation staff. The report confirms that no intersection modifications are required as part of the proposed development and that the access configuration is required to allow truck movements on the site. Vehicle and Truck turning movement drawings were also provided in support of the development that demonstrate the site design can accommodate safe vehicle circulation through the site. The drive-through queuing lane meets the minimum number of queuing spaces required by the Zoning By-law.

Public Comments

This application was 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

TELUS Communications

TELUS Communications confirmed there are no conflicts between the proposed development and their infrastructure.

Enbridge Gas Distribution

The applicant has been provided with comments from Enbridge Gas Distribution, which are to be addressed directly with Enbridge Gas Distribution.

Ottawa-Carleton District School Board

The Ottawa-Carleton District School Board (OCDSB) advised that the subject is near Merivale High School and that noise and foot traffic from students and parents should be expected. Further, the swinging of live loads or material will not be permitted at any time over OCDSB property, and construction workers are not permitted at any time on OCDSB property. A request was also made for the developer to collaborate with the OCDSB and Merivale High School staff to establish a construction noise plan that minimizes impacts to students during school times.

Hydro Ottawa

The applicant has been provided with comments from Hydro Ottawa, which are to be addressed directly with Hydro Ottawa.

Advisory Committee Comments

Summary of Comments – Advisory Committees

Request for confirmation from the developer whether there is one or two accessible parking spaces being proposed.

Response to Comments – Advisory Committees

One accessible parking space is being proposed.

APPLICATION PROCESS TIMELINE STATUS

This Site Plan application was not processed by the On Time Decision Date. The Council approved timeline has not been met, due to the applicant's revision to the plan following the formal review, which required a formal recirculation of the application.

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Document 1 – Location Map

