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

Site Location: 41 Edgewater Street

File No.: D07-12-26-0059

Date of Application: May 28, 2026

This SITE PLAN CONTROL application submitted by Christine McCuaig, Q9 Planning + Design on behalf of 1763295 Ontario Inc (c/o Habib Chahrour), is APPROVED upon resolution of the conditions stated in this report

And the following plans are approved:

1. **Site Plan Layout**, prepared by Kollaard Associates, dated 08 July, 2026, Revision 2, dated 24 September, 2026.

2. **Site Plan Layout**, prepared by Kollaard Associates, dated 08 July, 2026, Revision 2, dated 24 September, 2026.

3. **Landscape Plan,** L1.0, prepared by Urbantypology, dated 01 April 2026, Revision 3, dated 23 September 2026.

4. **Landscape Plan,** L2.0, prepared by Urbantypology, dated 01 April 2026, Revision 3, dated 23 September 2026.

5. **Design Elevations,** A4.00, prepared by Graff Architecture, dated 21 May 2026, Revision 3, dated October 16.

6. **Grade Control & Drainage Plan,** prepared by Kollaard Associates, dated 08 July, 2026, Revision 2, dated 24 September, 2026.

7. **Site Servicing Plan,** prepared by Kollaard Associates, dated 08 July, 2026, Revision 2, dated 24 September, 2026.

8. **Roof Stormwater Plan,** prepared by Kollaard Associates, dated 08 July, 2026, Revision 2, dated 24 September, 2026.

9. **Erosion & Sediment Control Plan,** prepared by Kollaard Associates, dated 08 July, 2026, Revision 2, dated 24 September, 2026.

And as detailed in the following report(s):

10. **Tree Conservation Report,** TCR1, prepared by Urbantypology, dated 01 April 2026, Revision 2, dated 01 September 2026.

11. **Servicing & Stormwater Management Report**, prepared by Kollaard Associates, dated July 8th, 2026, Revision 2, dated August 28, 2026.

12. **Geotechnical Report**, prepared by Kollaard Associates, dated April 21, 2026.

13. **Phase 1 ESA**, prepared by Kollaard Associates, dated December 17, 2026.

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

General Conditions

1. **Prior Site Plan Agreement**

   The Owner acknowledges and agrees that all terms and conditions of the Site Plan Agreement between 1139114 Ontario Limited and The Corporation of the City of Kanata, registered as Instrument No.LT1030815 on November 29, 1996 and 1139114 Ontario Limited and The Regional Municipality of Ottawa-Carleton, registered as Instrument No.LT1026459 on January 28, 1997, 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).

2. **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.

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. **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

Special Conditions

10. **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.

11. **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.

12. **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.

13. **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.

14. **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 Servicing and Stormwater Mangement, 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.

15. **Water Demand for Fire Fighting**

The Owner acknowledges and agrees that the City’s boundary conditions were provided for the subject development site setting out the available municipal water supply. The Owner further acknowledges and agrees that prior to building permit issuance, a letter shall be prepared by a qualified Building Code professional, licensed in the Province of Ontario, and provided to the General Manager, Planning, Development and Building Services confirming the plans submitted for building permit issuance have incorporated any and all requirements of the Fire Underwriters Survey, 2020, or as amended, to achieve the low construction coefficient used within the proposed building design.

16. **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.

17. **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.

18. **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.

19. **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.

20. Parkland Dedication

(a) The Owner acknowledges and agrees that the conveyance requirement to the City is 2,300 square metres.

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

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

Conveyance Requirement Table

Gross Land Area (GLA)	2,300 m^2	
Development Type	**Calculation**	**Conveyance Requirement (m^2)**
Credit for existing use	0	0 m^2
Commercial / Industrial	2% of Gross Land Area	46 m^2
	Total Conveyance Requirement	46 m^2

21. **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 23 funds (Account 830312).

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.

22. **Landscape Plan**

Prior to the registration of this Agreement, the Owner acknowledges and agrees to provide a digital, georeferenced CAD or GIS file of the approved Landscape Plan, referenced in Schedule "E" herein, for inclusion in the City's tree inventory, to the satisfaction of the General Manager, Strategic Initiatives Department

CONVEYANCES TO CITY

23. **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 Terry Fox Drive frontage of the lands, measuring 20 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.

24. **Lifting of 30cm Reserve**

Prior to the registration of this Agreement, the Owner acknowledges and agrees that the 0.30 centimetre reserve located along the site's frontage on Terry Fox Drive shall be lifted, to the satisfaction of the General Manager, Planning, Development and Building Services, to permit legal access to the site.



October 21, 2026

Date

Emily Charby
Planner, 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: D07-12-26-0059

SITE LOCATION

41 Edgewater Street, and as shown on Document 1.

SYNOPSIS OF APPLICATION

The subject property, approximately 1.44 hectares in size, is located on the east side of Terry Fox Drive and forms part of a larger commercial parcel. The site is currently developed with three standalone restaurant buildings and associated surface parking. Surrounding lands include a recreational facility to the west and predominantly auto-oriented commercial uses to the north and south.

The application proposes the redevelopment of a portion of the existing surface parking area to permit a new single-storey commercial building located toward the southeast portion of the site. The proposed building is intended to accommodate a medical office, a dental office, and a small pharmacy. A total of 212 parking spaces exist within the overall site, with vehicular access maintained from Terry Fox Drive and Edgewater Street.

The proposed development is oriented toward Terry Fox Drive and includes a pedestrian connection to the public sidewalk. An amenity area is proposed between the new building and an existing restaurant, incorporating benches and landscaped plantings, and a bicycle rack providing four spaces is proposed near the building entrance.

Related Applications

The following applications are related to this proposed development:

- Minor Variance Application – D08-02-26/A-00084
    - A minor variance was approved to allow for a reduced building height. The minor variance received no appeals and is in full force and effect.

DECISION AND RATIONALE

This application is approved for the following reasons:

- The subject site is located within the Suburban Transect, and is designated Minor Corridor, pursuant to Schedules A and B5 of the Official Plan.
- The subject lands are zoned Minor Corridor Zone 2 in Zoning By-law 2026-050. Medical facility uses are permitted within the Minor Corridor Zone 2.
- Conditions of approval have been included to ensure conformity with the City's development standards.

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

Public Comments

This application was not subject to public circulation under the Public Notification and Consultation Policy. There was no public comment received online.

Councillor's Comments

Councillor Allan Hubley was aware of the application related to this report.

Councillor Allan Hubley indicated the following comments:
The Ward Councillor has identified concerns regarding the parking plan

Response to Councillor Comments
Parking is intended to be shared across the site. It is also noted that the timing of use between the site will provide for adequate balance. The restaurant uses are busier into the evening whereas the medical / dental office will be busier during the day. While there is no longer a minimum parking requirement, the balance of uses on this site will be suitable from a parking perspective.

Technical Agency/Public Body Comments

Summary of Comments –Technical

The applicant has been provided with comments from Hydro Ottawa, Conseil des écoles catholiques du Centre-Est, Mississippi Valley Conservation Authority, Canada Post, Enbridge Gas. Comments will be required to be addressed with each technical agency, as applicable.

Advisory Committee Comments

Summary of Comments – Advisory Committees

N/A

APPLICATION PROCESS TIMELINE STATUS

This Site Plan application was not processed by the On Time Decision Date. The Council approved timeline has not been met due to multiple submissions required.

Contact: Emily Charby Tel: 613-580-2424, ext. 76243 or e-mail: Emily.Charby@ottawa.ca

Document 1 – Location Map

