



**SITE PLAN CONTROL APPLICATION  
DELEGATED AUTHORITY REPORT  
STAFF, DEVELOPMENT REVIEW, WEST**

---

Site Location: 5705 Hazeldean Road

File No.: D07-12-19-0168

Date of Application: October 7, 2019

---

This SITE PLAN CONTROL application submitted by Ronald Richards, R.G. Richards & Associates, on behalf of North American (Goulbourn) Corporation, is APPROVED as shown on the following plan(s):

1. **General Plan of Services Phase 1 & 2**, C-104, prepared by IBI Group, dated October 2011, revision 35 dated 20:04:15.
2. **Schedules & Notes Phase 1 & 2**, C-105, prepared by IBI Group, dated October 2011, revision 27 dated 20:05:15.
3. **Grading Plan Phase 1 & 2**, C-202, prepared by IBI Group, dated October 2011, revision 30 dated 20:05:15.
4. **Ponding Plan Phase 1 & 2**, C-402, prepared by IBI Group, dated October 2011, revision 24 dated 20:05:15.
5. **Storm Tributary Areas Phase 1 & 2**, C-500B, prepared by IBI Group, dated October 2011, revision 24 dated 20:05:15.
6. **Sanitary Tributary Areas Phase 1 & 2**, C-501B, prepared by IBI Group, dated October 2011, revision 23 dated 20:05:15.
7. **ICD Plan Phase 1 & 2**, C-802, prepared by IBI Group, dated October 2011, revision 25 dated 20:05:15.
8. **Sediment and Erosion Control Plan Phase 1 & 2**, C-920, prepared by IBI Group, dated October 2008, revision 23 dated 20:05:15.
9. **Master Plan**, A100, prepared by Scoler Lee Borenstein + Associates, dated January 2016, revision 22 dated 27 Mar 2020.
10. **Enlarged Site Plan CRU-B2 and D Site Details**, A101, prepared by Scoler Lee Borenstein + Associates, dated January 2016, revision 22 dated 27 Mar 2020.
11. **Enlarged Site Plan Pad B Site Details**, A102, prepared by Scoler Lee Borenstein + Associates, dated January 2016, revision 22 dated 27 Mar 2020.
12. **Pad B Plans and Elevations**, A200, prepared by Scoler Lee Borenstein + Associates, dated January 2016, revision 2 dated 27 Mar 2020.
13. **CRU B-2a Expansion Plans**, A300, prepared by Scoler Lee Borenstein + Associates, dated January 2016, revision 2 dated 27 Mar 2020.

14. **CRU B-2a Expansion Elevations**, A301, prepared by Scoler Lee Borenstein + Associates, dated January 2016, revision 2 dated 27 Mar 2020.
15. **Box D Plans**, A400, prepared by Scoler Lee Borenstein + Associates, dated January 2016, revision 2 dated 27 Mar 2020.
16. **Box D Elevations**, A401, prepared by Scoler Lee Borenstein + Associates, dated January 2016, revision 2 dated 27 Mar 2020.
17. **Overall Landscape Plan**, LP-100, prepared by Terraplan Landscape Architects, dated 2019-09-04, revision 03 dated 2020-03-27.
18. **Proposed CRU B-2a & Box 'D' Landscape Plan**, LP-101, prepared by Terraplan Landscape Architects, dated 2019-09-04, revision 03 dated 2020-03-27.
19. **Proposed Pad 'B' Landscape Plan**, LP-102, prepared by Terraplan Landscape Architects, dated 2019-09-04, revision 03 dated 2020-03-27.

And as detailed in the following report(s):

1. **5707 Hazeldean Road Acoustical Study**, prepared by IBI Group, dated September 18, 2019.
2. **North American 5705 Hazeldean Road Commercial Site Phase 1 & 2 Site Servicing Brief SPA D07-12-19-0168**, prepared by IBI Group, dated May 15, 2020.
3. **Community Retail Development 5707 Hazeldean Road Ottawa, Ontario Transportation impact Assessment (Revised)**, prepared by D.J. Halpenny & Associates Ltd., dated December 20, 2019.
4. **Update to Phase I – Environmental Site Assessment Commercial Development 5705 Hazeldean Road and 21 Huntmar Drive Ottawa, Ontario**, prepared by Paterson Group, dated February 4, 2019
5. **Geotechnical Investigation Proposed Commercial Development 5707 Hazeldean Road Ottawa, Ontario**, prepared by Paterson Group, dated June 28, 2017

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

### **General Conditions**

#### **1. Execution of Agreement Within One Year**

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 and complete the conditions to be satisfied prior to the signing of this Agreement within one (1) year of Site Plan approval, the approval shall lapse.

2. **Prior to Site Plan Agreement**

The Owner acknowledges and agrees that all terms and conditions of the Site Plan Agreement with North American (Goulbourn) Corporation, registered as Instrument No. OC1238370 on May 26, 2011, and the Amending Site Plan Agreement with North American (Goulbourn II) Corporation, North American (Goulbourn Corporation and Manulife Ontario Property Portfolio Inc., registered as Instrument No. OC2004601 on June 6, 2018, 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).

3. **Permits**

The Owner shall obtain such permits as may be required from municipal or provincial authorities and shall file copies thereof with the General Manager, Planning, Infrastructure and Economic Development.

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, Infrastructure and Economic Development.

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, Infrastructure and Economic Development, 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, Infrastructure and Economic Development.

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, Infrastructure and Economic Development.

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, Infrastructure and Economic Development, 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, Infrastructure and Economic Development, the aforesaid Works are proceeding satisfactorily toward completion. The Owner shall obtain the prior consent of the General Manager, Planning, Infrastructure and Economic Development 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, Infrastructure and Economic Development, 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. **Development Charges – Instalment Option**

(a) The Owner acknowledges that for building permits issued after January 15, 2010, payment of non-residential development charges, excluding development charges for institutional developments, may be calculated in two (2) installments at the option of the Owner, such option to be exercised by the Owner at the time of the application for the building permit. The non-discounted portion of the development charge shall be paid at the time of

issuance of the building permit and the discounted portion of the development charge shall be payable a maximum of two (2) years from the date of issuance of the initial building permit subject to the following conditions:

- (i) a written acknowledgement from the Owner of the obligation to pay the discounted portion of the development charges;
  - (ii) no reduction in the Letter of Credit below the amount of the outstanding discounted development charges; and
  - (iii) indexing of the development charges in accordance with the provisions of the City's Development Charges By-law, as amended.
- (b) The Owner further acknowledges and agrees that Council may terminate the eligibility for this two (2) stage payment at any time without notice, including for the lands subject to this Agreement and including for a building permit for which an application has been filed but not yet issued.
- (c) For the purposes of this provision,
- (i) "discounted portion" means the costs of eligible services, except fire, police and engineered services, that are subject to 90% cost recovery of growth-related net capital costs for purposes of funding from development charges. The 10% discounted portion, for applicable services, must be financed from non-development charge revenue sources.
  - (ii) "non-discounted portion" means the costs of eligible services, fire, police and engineered services, that are subject to 100% cost recovery of growth-related net capital costs for purposes of funding from development charges.

## 12. **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, Infrastructure and Economic Development, 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**

### **13. Transportation Impact Assessment**

The Owner has undertaken a Transportation Impact Assessment for this site, referenced in Schedule "E" herein, to determine the infrastructure and programs needed to mitigate the impact of the proposed development on the local transportation network and to establish the site design features needed to support system-wide transportation objectives. The Owner shall ensure that the recommendations of the Transportation Impact Assessment, are fully implemented, to the satisfaction of the General Manager, Planning, Infrastructure and Economic Development.

### **14. 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 Noise Impact Study, referenced in Schedule "E" herein (the "Report"), are fully implemented. The Owner further acknowledge and agrees that it shall provide the General Manager, Planning Infrastructure and Economic Development Department with confirmation issued by the professional engineer that the Owner has complied with all recommendations and provisions of the Report, prior to

building occupancy, which confirmation shall be to the satisfaction of the General Manager, Planning Infrastructure and Economic Development Department.

15. **Slope Stability**

The Owner shall have a Professional Structural Engineer and a Soils Engineer, licensed in the Province of Ontario to inspect and confirm the constructed retaining walls have been constructed in accordance with the approved Slope Stability Analysis Report and the Approved Retaining Wall Plan.

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 Report for Proposed Commercial Development Hazeldean Road at Huntmar Drive, prepared by Paterson Group, dated June 28, 2017, referenced in Schedule "E" herein, are fully implemented. The Owner further acknowledges and agrees that it shall provide the General Manager, Planning, Infrastructure and Economic Development 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, Infrastructure and Economic Development.

17. **Soil Management**

The Owner acknowledges and agrees to retain an environmental consultant to identify areas on the subject lands where excess soils, fill and/or construction debris will be removed. If through further testing any of these materials are found to be contaminated, the Owner acknowledges and agrees to dispose, treat or recycle these materials at a waste disposal site or landfill licensed for that purpose by the Ministry of the Environment, Conservation and Parks.

18. **Stormwater Management Memorandum**

Prior to registration of this Agreement, the Owner acknowledges and agrees to provide the General Manager, Planning, Infrastructure and Economic Development, 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, Infrastructure and Economic Development, and all associated costs shall be the Owner's responsibility.

19. **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 Brief NORTH AMERICAN 5705 HAZELDEAN ROAD COMMERCIAL SITE PHASE 1 & 2, Dated May 15, 2020, 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.

20. **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, Infrastructure and Economic Development, 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, Infrastructure and Economic Development, 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, Infrastructure and Economic Development, may order all Work in the project to be stopped, altered, retested or changed to the satisfaction of the General Manager, Planning, Infrastructure and Economic Development.

21. **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, Infrastructure and Economic Development 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.

22. **Site Dewatering**

The Owner acknowledges and agrees that while the site is under construction, any water discharged to the sanitary sewer due to dewatering shall meet the requirements of the City's Sewer Use By-law No. 2003-514, as amended.



23. **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);
  - (ii) and 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, Infrastructure and Economic Development, 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.

24. **Kanata West Owners Group Inc. – Cost Sharing Agreement**

The Owner acknowledges and agrees that prior to the issuance of a building permit for Pad B, CRU-B-2a, and Box D, as shown on the approved Master plan referenced in Schedule “E” hereto, the Owner shall provide the General Manager, Planning, Infrastructure and Economic Development, with a clearance letter from the Trustee of the Kanata West Owners Group Inc. confirming that the Owner is a party to the Kanata West Owners Group Inc. Cost Sharing Agreement and that all of the obligations, financial and otherwise, of the Owner have been fulfilled pursuant to the agreement.

August 10, 2020

\_\_\_\_\_  
Date



\_\_\_\_\_  
Colette Gorni  
Planner I, Development Review, West  
Planning, Infrastructure and Economic  
Development Department

Enclosure: Site Plan Control Application approval – Supporting Information



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

---

**File Number:** D07-12-19-0168

### **SITE LOCATION**

The site is municipally known as 5705 Hazeldean Road. It is located at the northeast corner of the intersection of Hazeldean Road and Huntmar Drive, and as shown on Document 1.

### **SYNOPSIS OF APPLICATION**

The subject site is an 84,596.5 square metre property with approximately 266 metres of frontage along Huntmar Drive and 298 metres of frontage along Hazeldean Road. The site is an existing commercial plaza that is being developed in Phases; it is approximately 60% built-out. Currently, the site is occupied by various commercial retail stores and personal business service establishments. The larger footprint buildings are located in the northwest, northeast, and southwest corners of the site, while the smaller footprint buildings are located mainly along Huntmar Drive, and interior to the site. The remainder of the site is occupied by surface parking and vacant pads to be developed in future phases. Surrounding uses include low-density residential neighbourhoods to the north and northwest; a commercial plaza to the east; and, light industrial businesses to the south, along Iber Road.

A Master site plan was approved in July 2010. Since that time, it has been amended two times, each amendment representing a new phase of development. The most recent amendment was in March 2019 (Phase 3). The proposed development is considered Phase 4 of the development.

The development proposal includes the construction of two one-storey commercial buildings and the expansion of an existing one-storey retail strip. The proposed buildings contain a total of 22 units and 4,448.8 square metres of gross floor area (GFA). The proposed building in the northeast corner of the site (Box 'D') is a single use building with 2,322.5 square metres GFA. It will be contiguous with the existing building to the east. The centrally located building proposed within the existing surface parking lot (Pad 'B') is a free-standing multi-tenant building with 692.0 square metres GFA. The proposed expansion of the existing building in the northwest corner of site will result in an additional 1,434.3 square metres GFA to be occupied by multiple tenants. Both Box 'D' and Pad 'B' are consistent with the approved Master Plan. However, the proposed

expansion of CRU 'B-2' will be a departure from the approved Master Plan, with a reduced building area of 2,594.5 square metres.

A total of 1076 vehicle parking spaces are provided, including 39 accessible parking spaces, are provided on the site. There are also 20 bicycle parking spaces provided. All parking spaces will be shared between the existing and proposed buildings on the site. The site is accessible by five existing accesses built through previous phases of the development; there are two accesses along Huntmar Drive and three accesses along Hazeldean Road.

## **DECISION AND RATIONALE**

This application is approved for the following reasons:

- The proposal conforms to the Arterial Mainstreet designation of the Official Plan;
- The proposal does not exceed the maximum building heights identified for site in the Kanata West Secondary Plan;
- The proposal aligns with the Community-Level Retail designation of the Kanata-West Community Design Plan;
- The proposal conforms to all relevant provisions of the Zoning By-law, including those specific to the AM7 zone and Urban Exception 1446;
- The number of parking provided exceeds the amount required by the Zoning By-law;
- The proposed development generally aligns with the approved Master Plan for the site, and where it does not, the result is reduction in building footprint;
- Conditions of approval have been included in this report in order to ensure that the proposed development is constructed in conformity with City policies and guidelines;
- The applicant has adequately resolved the comments received during the technical review process;
- The proposed development provides retail and service commercial destinations to serve nearby residential communities and represents good planning.

## **CONSULTATION DETAILS**

### **Councillor's Concurrence**

Councillor Glen Gower was aware of Staff's recommendation. Councillor has concurred with the proposed conditions of approval.

Councillor Glen Gower indicated the following comments:

"I was disappointed not to see a traffic signal and crosswalk installed at the Food Basics entrance on Huntmar Drive as part of this application. While the addition to the existing

commercial development doesn't generate enough traffic to warrant additional signalization, improvements to this intersection would transform the walkability of the neighbouring community.”

### Response to Councillor Comments

Traffic volumes resulting from the proposed development do not warrant the signalization of the Food Basics access along Huntmar Drive. The most recently submitted and reviewed traffic impact assessment states that this intersection only meets 56% of the traffic warrant and will operate at a level of service C using 2026 traffic volumes (site generated and background). Staff cannot direct an applicant to construct an unwarranted signal for a site plan control application unless there is a clear safety issue. As there have only been two collisions at this intersection in the past five years, staff has determined that it is adequately safe without a signal at this time. However, it is noted that this site and surrounding lands are a developing area, staff will continue to monitor the warrants for signalization of this access as surrounding development continues.

### **Public Comments**

This application was subject to public circulation under the Public Notification and Consultation Policy. There was no public comment received online.

### **Technical Agency/Public Body Comments**

#### Hydro Ottawa

Applicant has been provided comments, which are to be addressed directly with Hydro Ottawa.

#### Bell Canada

Applicant has been provided comments, which are to be addressed directly with Bell Canada.

#### Enbridge Gas Inc.

Applicant has been provided comments, which are to be addressed directly with Enbridge Gas Inc.

### **Advisory Committee Comments**

#### Accessibility Advisory Committee

All accessible parking spots should be located close to an easy path of walk.

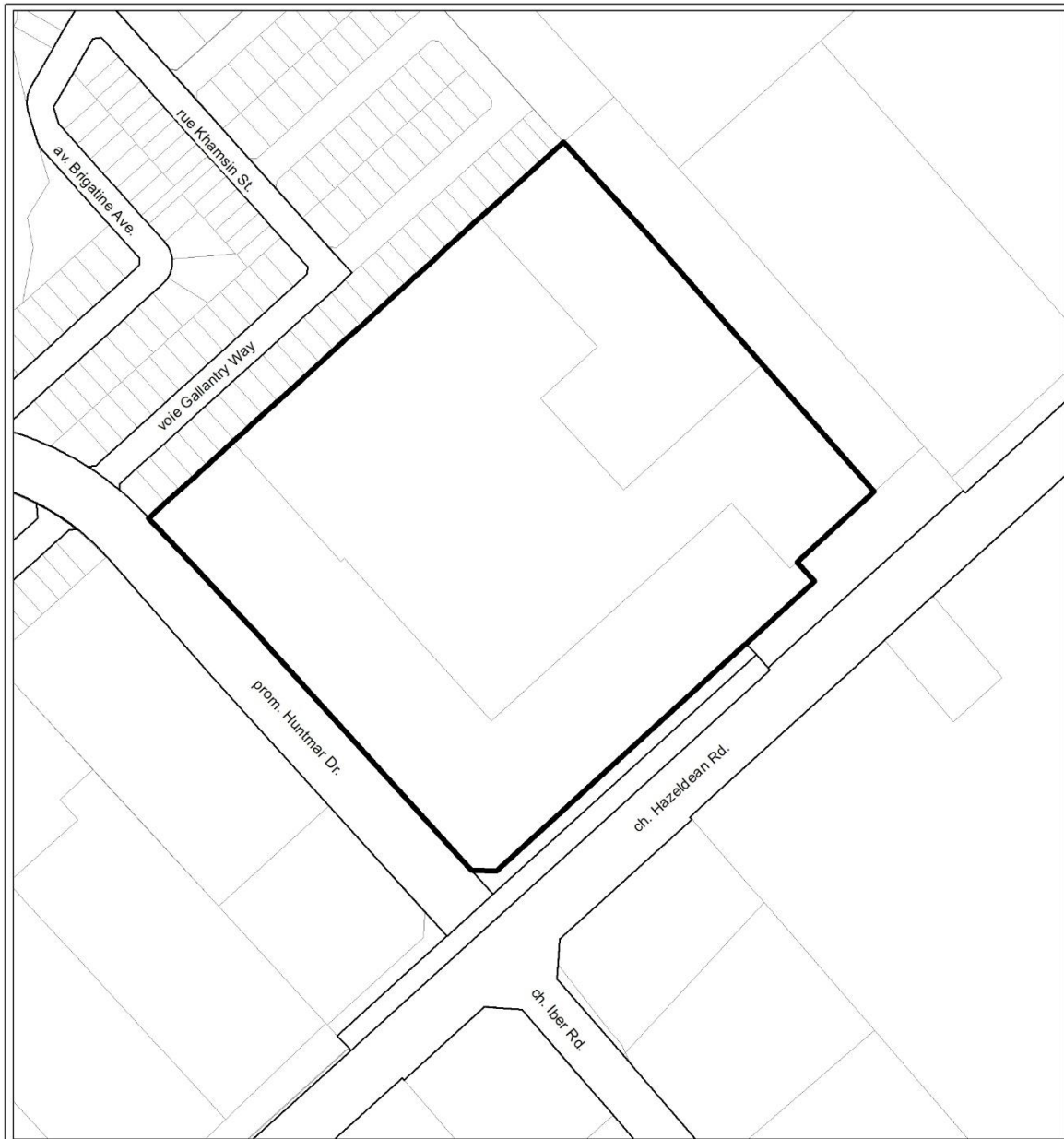
Response: All accessible parking spaces have an easy path of walk.

## **APPLICATION PROCESS TIMELINE STATUS**

This Site Plan application was not processed by the On Time Decision Date established for the processing of an application that has Manager Delegated Authority due to the complexity of issues associated with the civil engineering on site.

**Contact:** Colette Gorni Tel: 613-580-2424, ext. 21239, fax 613-580-2576 or e-mail: [Colette.Gorni@ottawa.ca](mailto:Colette.Gorni@ottawa.ca)

# Document 1 – Location Map



D07-12-19-0009

19-1178-A

I:\CO\2019\Site\Hazeldean\_5705

©Parcel data is owned by Teranet Enterprises Inc. and its suppliers  
All rights reserved. May not be produced without permission  
THIS IS NOT A PLAN OF SURVEY

©Les données de parcelles appartient à Teranet Enterprises Inc.  
et à ses fournisseurs. Tous droits réservés. Ne peut être reproduit  
sans autorisation. CECI N'EST PAS UN PLAN D'ARPENTAGE

REVISION / RÉVISION - 2019 / 10 / 18

LOCATION MAP / PLAN DE LOCALISATION  
SITE PLAN / PLAN D'EMPLACEMENT



5705 chemin Hazeldean Road



NOT TO SCALE