

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

Site Location: 4835 Bank Street

File No.: D07-12-20-0059

Date of Application: May 11, 2020

This SITE PLAN CONTROL application submitted by Jessica D'Aoust, JD Planning (now Arcadis Professional Services (Canada Inc.)), on behalf of Hindu Temple of Ottawa-Carleton Ltd., is APPROVED as shown on the following plan(s):

1. **Site Plan**, 4835 Bank Street, Drawing No. SP-1, prepared by Vector Designs Architects, dated May 2019, revision 13 dated September 24, 2024.
2. **Existing Site Plan**, 4835 Bank Street, Drawing No. SP-2, prepared by Vector Designs Architects, dated May 2019, revision 13 dated September 24, 2024.
3. **Landscape Plan**, 4835 Bank Street, Drawing No. L.1, prepared by James B. Lennox & Associates Inc., dated August 2019, revision 7 dated June 10, 2024.
4. **Erosion and Sediment Control Plan**, 4835 Bank Street, Drawing No. C101, prepared by LRL Associates Limited, file no. 170132, dated January 2020, revision 9 dated August 9, 2024.
5. **Site Development Plan**, 4835 Bank Street, Drawing No. C201, prepared by LRL Associates Limited, file no. 170132, dated January 2020, revision 6, revision 9 dated August 9, 2024.
6. **Grading and Drainage Plan**, 4835 Bank Street, Drawing No. C301, prepared by LRL Associates Limited, file no. 170132, dated January 2020, revision 9 dated August 9, 2024.
7. **Servicing Plan**, 4835 Bank Street, Drawing No. C401, prepared by LRL Associates Limited, file no. 170132, dated January 2020, revision 6, revision 9 dated August 9, 2024.
8. **Stormwater Management Plan**, 4835 Bank Street, Drawing No. C601, prepared by LRL Associates Limited, file no. 170132, dated January 2020, revision 9 dated August 9, 2024.
9. **Pre-Development Watershed Plan**, 4835 Bank Street, Drawing No. C701, prepared by LRL Associates Limited, file no. 170132, dated January 2020, revision 9 dated August 9, 2024.
10. **Post-Development Watershed Plan**, 4835 Bank Street, Drawing No. C702, prepared by LRL Associates Limited, file no. 170132, dated January 2020, revision 9 dated August 9, 2024.

11. **Construction Detail Plan**, 4835 Bank Street, Drawing No. C901, prepared by LRL Associates Limited, file no. 170132, dated January 2020, revision 9 dated August 9, 2024.
12. **Construction Detail Plan**, 4835 Bank Street, Drawing No. C902, prepared by LRL Associates Limited, file no. 170132, dated January 2020, revision 9 dated August 9, 2024.
13. **Construction Detail Plan**, 4835 Bank Street, Drawing No. C903, prepared by LRL Associates Limited, file no. 170132, dated January 2020, revision 9 dated August 9, 2024.

And as detailed in the following report(s):

1. **Terrain Analysis and Private Sewage Disposal System Impact Assessment – Proposed Assembly Hall**, The Hindu Heritage Centre of Ottawa Carleton, 4835 Bank Street, prepared by LRL Associates Limited, file reference no.; 170132.04, dated March 13, 2020, revised June 21, 2024.
2. **Site Servicing Report & Stormwater Management Study**, The Hindu Heritage Centre of Ottawa Carleton, 4835 Bank Street, prepared by LRL Associates Limited, file reference no.; 170132-06, revised August 9, 2024.
3. **Geotechnical Investigation**, Heritage Center, 4835 Bank Street, prepared by LRL Associates Limited, file reference no.; 170132, revised January 2021.
4. **Environmental Impact Statement – Addendum**, prepared by Muncaster Environmental Planning Inc., dated March 5, 2021.
5. **Phase I Environmental Site Assessment**, prepared by LRL Associates Limited, file no. 170132, dated June 13, 2017, revised February 8, 2018.
6. **Phase II Environmental Site Assessment**, prepared by LRL Associates Limited, file no. 170132, dated November 22, 2019.
7. **Mineral Resource Impact Assessment**, prepared by Lloyd Phillips & Associates Ltd., file 1875, dated March 30, 2020.

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

Requirements

1. The applicant informs Fire routes of their intent to designate a fire route on site

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. **Prior Site Plan Agreement**

The Owner acknowledges and agrees that all terms and conditions of the Site Plan Agreement between the Hindu Temple of Ottawa-Carleton Inc. and The Corporation of the City of Gloucester, registered as Instrument No. 303080 on July 23, 1985, is 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 supersede 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. **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. **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.

8. **Development Charges**

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

Special Conditions

9. **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, Real Estate 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, Real Estate 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, Real Estate 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, Real Estate and Economic Development.

10. **Transportation Addendum**

The Owner has undertaken a Transportation Addendum 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 Addendum are fully implemented to the satisfaction of the General Manager of the Planning, Development and Building Department.

11. **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.

12. **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.

13. **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 – Hindu Heritage Center (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.

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

The Owner acknowledges and agrees it shall be responsible for various grading and maintenance measures along Bank Street, which include the following:

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

15. **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 suitably experienced Professional Engineer, currently 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.

16. **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 Site Servicing Report & Stormwater Management Study, The Hindu Heritage Center of Ottawa-Carleton, 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.

17. **Private Drainage Agreement**

The Owner shall enter into a Private Drainage Agreement with the Owner of the adjacent lands, municipally not known as anything, but located to the south, which shall be binding upon the owners and all subsequent purchasers, to deal with mutual rights for surface drainage, in accordance with the site plan approval issued by the City of Ottawa. The Private Drainage Agreement shall be registered on title, of those properties listed in the Agreement, at no cost to the City, and a copy shall be filed with the City, to the satisfaction of the General Manager, Planning, Development and Building Services Department.

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. **Snow Storage - Setback**

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

20. **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.

21. **Environmental**

The Owner acknowledges and agrees to abide by the recommendations of the approved Environmental Impact Statement – Addendum, prepared by Muncaster Environmental Planning Inc dated March 5, 2021.

22. **Parkland Dedication**

- (a) Prior to the registration of the site plan agreement, the Owner agrees to provide the areas of the site allocated to the Place of Worship and the Place of Assembly Uses, to the satisfaction of the General Manager, Recreation, Cultural and Facility Services.
- (b) The Owner acknowledges and agrees that the conveyance requirement to the City is 221 square metres.
- (c) 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 cash-in-lieu of conveyance parkland:
 - i. 2% of the gross land area (commercial & industrial uses).
 - (ii) Where land is developed for a mix of land uses that are located on discrete parts of the site, the conveyance requirement shall be the cumulative sum for each use, as calculated using the applicable rate and based upon the portion of the site allocated to each use, including, but not limited to, required and provided parking spaces, amenity space, landscape buffers, driveways, and drive aisles;

Conveyance Requirement Table C

(Mix of land uses that are located on discrete parts of the site)

Gross Land Area (GLA) ¹	23,618m ²		
Proportion of land allocated to each use	Place of Worship	12,556 m ² (53.16 %)	
	Place of Assembly	11,062 m ² (46.84 %)	
Development Type	Calculation	GLA allocated to use (m ²)	Conveyance Requirement (m ²)
Place of Worship	Exempt as per subsection 11(2)(c) of Parkland Dedication By-law No. 2022-280	12,556	0
Place of Assembly (Commercial/Industrial Purposes)	2% of Gross Land Area	11,062	221
Total Conveyance Requirement			221 m ²

¹ Based on Sketch of 4835 Bank Street prepared by Annis, O'Sullivan, Vollebekk Ltd. dated December 11, 2024, and revised January 13, 2025, and Area Certificate of 4835 Bank Street prepared by Annis, O'Sullivan, Vollebekk Ltd. dated December 11, 2024. The gross land area excludes the hazard land and the future development area. Hazard land is exempt from parkland dedication as per the definition of gross land area in Parkland Dedication By-law No. 2022-280. The parkland conveyance requirement for the future development area will be determined at the time of the future site plan application and/or building permit application.

23. **Cash-in-lieu of Parkland Dedication**

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 22 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.

24. **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 Bank Street frontage of the lands, measuring 22.25 metres from the existing centreline of pavement of 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

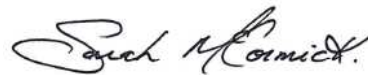
plan to the City Solicitor prior to the execution of this Agreement by the City. All costs shall be borne by the Owner.

25. **Septic Design**

The Owner acknowledges and agrees that the septic system shall be as designed in the Terrain Analysis and Private Sewage Disposal System Impact Assessment report (dated June 21, 2024), that includes calculations of impact from the septic systems on the local groundwater aquifer. The report identifies that advanced septic treatment (tertiary treatment with nitrate reduction) is required to meet City and Provincial guidelines to protect the long-term sustainability of the groundwater. Further, two septic permits have been issued by the OSSO, dated June 12, 2024, for the existing place of worship and apartments; and June 17, 2024 for the new place of worship, that are confirmed to meet the requirements of the approved septic impact assessment report; the septic systems must be installed as outlined in the permits

Feb. 19, 2025

Date



Sarah McCormick
Planner 3, Development Review Rural,
Planning, Real Estate and Economic
Development Department

Enclosure: Site Plan Control Application approval – Supporting Information

SITE PLAN CONTROL APPROVAL APPLICATION SUPPORTING INFORMATION

File Number: D07-12-20-0059

SITE LOCATION

4835 Bank Street, and as shown on Document 1.

SYNOPSIS OF APPLICATION

The subject property is located on the east side of Bank Street, approximately 435 metres south of the intersection of Bank Street, Blais Road and Miikana Road. The subject property has a total area of approximately 4 hectares, and approximately 101 metres of frontage on to Bank Street.

The eastern portion of the property is subject to the site plan application and effects approximately 2.4 hectares of land with access through an existing shared driveway from Carp Road. The western portion of the property contains an existing single-storey Temple, detached garage and parking lot which will be retained. All development will occur east of the temple.

The development proposed in the Site Plan application includes a single-storey assembly hall and stormwater management pond. Additionally, the application involves changes to the parking lot to enable increased landscaping and better site function, including a pedestrian pathway directly linking the Temple and assembly hall. Driveway access will continue to be located over an existing easement which is shared with the abutting property to the south. On-site grading and drainage will direct water to the stormwater management pond proposed southeast of the assembly hall.

The Unnamed Creek is an important on-site environmental feature, as a result no development is proposed within 20 metres of the creek. The existing dense riparian buffer will be preserved to safeguard and improve the vegetation along the Creek. Moreover, the proposal will introduce more shrubs, trees, and grasses to further enhance the naturalization of the riparian buffer.

The development will be serviced by a local water distribution network, a private septic and on-site stormwater management. Landscaping is proposed along the most eastern portion of the site, and along the pedestrian linkage.

Related Applications

The following applications are related to this proposed development:

- Zoning By-law Amendment – D02-02-17-0103. This application was approved by Council on July 11, 2018.

DECISION AND RATIONALE

This application is approved for the following reasons:

- The development meets the intent of the Official Plan.
- The proposal conforms to the provisions of the Zoning By-law.
- The development builds resilience to future increased stormwater runoff through the implementation of a storm water management pond to manage the quality and quantity of water infiltration.
- The development represents good planning.
 - The development complements the existing Temple on site providing space for gathering and celebration.
 - The development improves site safety by establishing a pedestrian pathway directly linking the Temple and assembly hall.
 - The proposed site design places the building away from the watercourse, ensuring the preservation and enhancement of the densely vegetated riparian buffer and the watercourse.

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 Steve Desroches was aware of the application related to this report.

Public Comments

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

Technical Agency/Public Body Comments

N/A

Advisory Committee Comments

N/A

APPLICATION PROCESS TIMELINE STATUS

This Site Plan application was not processed by the On Time Decision Date due to the complexity of the issues associated with the private services proposed for the site.

Contact: Sarah McCormick Tel: 613-580-2424, ext. 24487 or e-mail:
Sarah.McCormick@ottawa.ca

Document 1 – Location Map

