

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

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Site Location: 1518, 1524 and 1526 Stittsville Main Street

File No.: D07-12-20-0167

Date of Application: November 30, 2020

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This SITE PLAN CONTROL application submitted by McIntosh Perry Consulting Engineers Ltd., on behalf of KRUMAC Holdings Inc., is APPROVED as shown on the following plan(s):

1. **Overall Site Plan**, A001, prepared by Vandenberg & Wildeboer, dated July 9, 2020, revision 16 dated March 27, 2022.
2. **Landscape Plan**, L1, prepared by Gino J. Aiello, dated November 23, 2020, revision 4 dated November 25, 2021.
3. **Building Elevations**, A200, prepared by Vandenberg & Wildeboer, dated November 18, 2020, revision 11 dated March 28, 2022.
4. **Site Removals, Grading and Drainage Plan**, C101, prepared by McIntosh Perry Consulting Engineers, dated November 13, 2020, revision 6 dated February 28, 2022.
5. **Site Servicing, Sediment and Erosion Control Plan**, C102, prepared by McIntosh Perry Consulting Engineers, dated November 13, 2020, revision 6 dated February 28, 2022.

And as detailed in the following report(s):

1. **Traffic Impact Assessment**, prepared by McIntosh Perry Consulting Engineers Ltd., dated May 28, 2021.
2. **Noise Impact Study**, prepared by Aerocoustics Engineers Ltd., dated April 27, 2021.
3. **Servicing & Stormwater Management Report**, prepared by McIntosh Perry Consulting Engineers Ltd., dated November 13, 2020, revised April 22, 2021.
4. **Geotechnical Investigation**, prepared by Patterson Group, dated August 21, 2020.
5. **Tree Conservation Report**, prepared by Gemtec, dated August 11, 2020.
6. **Phase I Environmental Site Assessment**, prepared by Paterson Group Inc., dated September 17, 2020.
7. **Phase II Environmental Site Assessment**, prepared by Paterson Group Inc., dated November 23, 2020.
8. **Scoped Environmental Impact Statement**, prepared by GEMTEC Consulting Engineers and Scientists Limited, dated August 11, 2020.
9. **Cultural Heritage Impact Statement**, prepared by Contentworks Inc., dated November 19, 2020.

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. 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.

**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, Infrastructure and Economic Development.

**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, 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.

**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, Infrastructure and Economic Development.

**7. 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, Infrastructure and Economic Development. Such sidewalk(s) shall be constructed to City Standards.

**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 bylaws 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.

## **Special Conditions**

### **12. Transportation Impact Assessment**

The Owner has undertaken a Transportation Impact Assessment for this site, which are 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, Real Estate and Economic Development.

### **13. 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 “Ramp Style Vehicle Access Crossing” Plan, Drawing No. SC13, dated March 2006 and revised March 2015, and the Owner shall comply with the City’s Private Approach By-law, being No. 2003-447, as amended.

### **14. 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.

### **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 1518-1526 Stittsville Main Street Noise 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, Real Estate 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, Real Estate and Economic Development Department.

## **16. Notice on Title – Noise Control Attenuation Measures**

The Owner, or any subsequent owner of the whole or any part of the subject lands, acknowledges and agrees that all agreements of purchase and sale or lease agreements shall contain the following clauses, which shall be covenants running with the subject lands:

### Type A- Increasing Roadway Traffic

“Purchasers/tenants are advised that sound levels due to increasing road traffic on Stittsville Main Street may occasionally interfere with some activities of the dwelling occupants as the sound levels exceed the sound level limits of the City of Ottawa and the Ministry of the Environment, Conservation and Parks.”

### Type C – Forced Air Heating System and Ducting

“This dwelling unit has been designed with the provision for adding central air conditioning at the occupant’s discretion. Installation of central air conditioning by the occupant in low and medium density developments will allow windows and exterior doors to remain closed, thereby ensuring that the indoor sound levels are within the sound level limits of the City of Ottawa and the Ministry of the Environment, Conservation and Parks.”

“The Purchaser/Lessee covenants with the Vendor/Lessor that the above clauses, verbatim, shall be included in all subsequent agreements of purchase and sale, and lease agreements for the lands described herein, which covenant shall run with the said lands.”

## **17. Notice on Title – Proximity to Rail Right-of-Way**

The Owner, or any subsequent owner of the whole or any part of the subject lands, acknowledges and agrees that all agreements of purchase and sale or lease agreements shall contain the following clauses, which shall be covenants running with the subject lands

“The City of Ottawa or its assigns or successors in interest has or have a rights of way within 300 metres from the land subject hereof. There may be alteration to or expansions of the railway facilities on such rights-of-way in the future including the possibility that the railway or its assigns or successors as aforesaid may expand its operations, which expansion may affect the environment of the occupants in the vicinity, notwithstanding the inclusion of any noise and vibration attenuating measures in the design of the development and individual dwellings. The City of Ottawa will not be responsible for any complaints or claims arising from use of such facilities and/or operations on, over or under the aforesaid rights-of-way.”

## **18. 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 Stittsville Main Street frontage of the lands, measuring 11.5 metres from the existing centerline 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.

#### **19. 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 (the "Report"), 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.

#### **20. Requirement for a Grease Trap**

In accordance with the City's Sewer Use By-law, being By-law No. 2003-514, as amended, the Owner acknowledges and agrees to install a grease trap on the internal sanitary plumbing system when a restaurant is established on the lands.

#### **21. 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.

#### **22. Protection of City Sewers**

Upon completion of construction on the lands, the Owner shall, at its expense and to the satisfaction of the General Manager, Planning, Infrastructure and Economic Development:

- i. Obtain a video inspection of the existing City Sewer System within Stittsville Main Street between Abbott Street and Orville Street 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 to the City Sewer System within Stittsville Street between Abbott Street and Orville Street and compensate the City for the full amount of any required repairs to the City Sewer System.

#### **23. 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.

#### **24. 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.

The Owner acknowledges and agrees that it shall be responsible for the design and construction of specified Low Impact Development features in accordance with approved design and which shall meet that infiltration target of 262 mm per year in accordance with the 2004, City of Ottawa's Carp River Watershed Study. Certification as listed in condition 73 shall also make specific reference to the LID measures. This shall be at the cost of the Owner and to the satisfaction of the General Manager of PRED.

#### **25. 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.

#### **26. 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.

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

## **28. Leak Survey**

The Owner acknowledges and agrees that the Water Plant and sewer service within the lands is a private system, including Private Services and sewer services and appurtenances, and the Owner acknowledges and agrees that it is responsible for the operation, maintenance and/or replacement, in perpetuity, of the Private Services and sewer system, including the Private Watermains, private hydrants, private sanitary and storm sewer infrastructure (collectively the “private system”) which are located on the lands and that the Owner will retain copies of all the associated Work and maintenance contracts, and make said contracts available for inspection upon demand by the City.

Further, the Owner acknowledges and agrees to have a Professional Engineer, licensed in the Province of Ontario, conduct regular inspections of the water system and sewer system, which includes a leak detection survey at least every five (5) years and a video of the sanitary sewer system to check for major water infiltration into the private system. Copies of the inspection reports and videos shall be provided to the General Manager, Public Works and Environmental Services and Fire Services. The Owner further acknowledges and agrees that as part of the Owner’s ongoing maintenance responsibility for the private system, repairs to the system must be completed immediately to correct any deficiencies which contribute to water loss or leakage of infiltration within the private system. Any deficiencies shall be immediately reported to the City. The Owner acknowledges and agrees to notify the General Manager, Public Works and Environmental Services when such repairs have been completed.

## **29. Record of Site Condition**

Prior to the issuance of any building permit, the Owner shall submit to the General Manager, Planning, Infrastructure and Economic Development, and the Chief Building Official, a Record of Site Condition (“RSC”) completed in accordance with the *Environmental Protection Act*, R.S.O. 1990, c. E.19, *O.Reg. 153/04* (“*O.Reg. 153/04*”), as amended, and such RSC shall be acknowledged by the Ministry of the Environment, Conservation and Parks. The RSC shall confirm that all or part of the site is suitable for the proposed use in accordance with *O.Reg. 153/04*. The City may issue a building permit on a phased basis to allow for site investigation and remediation activities if permitted by *O.Reg. 153/04* which shall be at the sole discretion of the Chief Building Official.

Where available information reveals that contamination extends into a City right-of-way and submission of an RSC is not possible, a building permit may be issued, at the sole discretion of the Chief Building Official, on a phased basis:

- (a) where the Owner has executed an off-site management agreement with the City to remediate the right-of-way and the site or;



- (b) where the Owner has completed remediation Work on the right-of-way to the satisfaction of the General Manager, Planning, Infrastructure and Economic Development.

### **30. Archaeological Potential**

In the event that archaeological or human remains are discovered on or buried within the subject lands during development activities, the Owner acknowledges and agrees to stop all construction and soil disturbance and shall notify the Ministry of Tourism, Culture and Sport of such findings. As required under Part VI of the Ontario Heritage Act, R.S.O. 1990, c.O.18.

### **31. Exterior Elevations Drawings**

The Owner acknowledges and agrees to construct the proposed building in accordance with the approved Elevations Plans, referenced in Schedule "E" herein. The Owner further acknowledges and agrees that any subsequent proposed changes to the approved Elevations Plans shall be filed with the General Manager, Planning, Infrastructure and Economic Development and agreed to by both the Owner and the City prior to the implementation of such changes. No amendment to this Agreement shall be required.

### **32. 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 all plant and landscaping material (except municipal trees), decorative paving and street furnishings placed in the City's right-of-way along Stittsville Main Street in accordance with City Specifications, and 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.

### **33. Snow Storage – No Interference with Servicing**

In addition to the requirements of Clause 17 of Schedule "C" of this Agreement, the Owner further acknowledges and agrees that any portion of the subject lands which is intended to be used for snow storage shall not interfere with the servicing of the subject lands.

### **34. Waste and Recycling Collection (Standard Collection)**

- (a) Residential Units

The Owner acknowledges and agrees that the City will provide waste collection and cart (and/or container) recycling collection for the residential units. The Owner shall provide an adequate storage room or space for waste containers and recycling carts (and/or containers). The Owner acknowledges and agrees that it is recommended that the containers and carts be placed on a concrete floor. The Owner shall provide an adequate constructed road access to the waste/recycling storage room or area suitable for waste/recycling vehicles as direct access to the containers and carts is required. The Owner acknowledges and agrees that any additional services (i.e. winching of containers) may result in extra charges.

- (b) Non-Residential/Commercial Units

The Owner acknowledges and agrees that waste collection and recycling collection will not be provided by the City and it shall make appropriate arrangements with a private contractor for waste collection and recycling collection at the Owner's sole expense. The Owner shall consult a private contractor regarding any access requirements for waste and/or recycling collection.

### **35. Tree Protection**

The Owner acknowledges and agrees that all trees to be retained, as shown on the approved Landscape Plan and identified in the Tree Conservation Report, referenced in Schedule "E" herein, shall be protected in accordance with the City's required tree protection measures. At a minimum, the following tree protection measures shall be applied during all on-site works:

- (a) Erect a fence at the critical root zone (CRZ) of trees, defined as ten (10 cm) centimetres from the trunk for every centimetre of trunk DBH (i.e.,  $CRZ = DBH \times 10cm$ );
- (b) Tunnel or bore when digging within the CRZ of a tree;
- (c) Do not place any material or equipment within the CRZ of the tree;
- (d) Do not attach any signs, notices or posters to any tree;
- (e) Do not raise or lower the existing grade within the CRZ without the approval of the General Manager, Planning, Infrastructure and Economic Development;
- (f) Do not damage the root system, trunk or branches of any tree; and
- (g) Ensure that exhaust fumes from all equipment are not directed towards any tree's canopy.

### **36. Tree Permit**

The Owner acknowledges and agrees that any trees to be removed shall be removed in accordance with an approved Tree Permit and Tree Conservation Report, and in accordance with the City's Tree Protection By-law, being By-Law No. 2020-340, as amended. The Owner further acknowledges and agrees to post the approved Tree Permit at all times during tree removal, grading, construction, and any other site alteration activities.

### **37. Cash-in-Lieu of Parkland**

The Owner shall pay cash-in-lieu of parkland in accordance with the Parkland Dedication By-law of the City of Ottawa, as well as the fee for appraisal services. The monies are to be paid at the time of execution of the Site Plan Agreement.

### **38. Installation of Signs on Private Property**

The Owner acknowledges and agrees it shall obtain approval from the Chief Building Official, Building Code Services prior to installation of any signs on the subject lands. The Owner further acknowledges and agrees that any such signs shall be installed in a location to the satisfaction of the Chief Building Official, Building Code Services and the General Manager,

Planning, Infrastructure and Economic Development, and in accordance with the City's Permanent Signs on Private Property By-law No. 2016-326, as amended.

**39. School Accommodation**

- (a) The Owner acknowledges and agrees to inform prospective purchasers that school accommodation pressures exist in the Ottawa-Carleton District School Board schools designated to serve this development, which are currently being addressed by the utilization of portable classrooms and/or by directing students to schools outside their community.
- (b) The Owner acknowledges and agrees that a notice-on-title respecting school accommodation concerns, shall be registered on title to the subject lands, at the Owner's expense, and a warning clause shall be included in all agreements of purchase and sale and lease agreements.

**40. Pre-Construction Meeting**

The owner agrees to hosting a pre-construction meeting with the community and Ward Councillor's office prior to the start of excavation and construction on the Site.

**41. 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 all plant and landscaping material (except municipal trees), decorative paving and street furnishings placed in the City's right-of-way along Carling Avenue and Judge Street in accordance with City Specifications, and 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.

**42. Encroachment Agreement**

The Owner acknowledges and agrees that any proposed patio located within a City right-of-way requires issuance of a Right-of-Way Patio Permit in accordance with by-law 2017-92 (Right-of-way Patio), any subsequent by-law in effect at the time of issuance. The Owner further acknowledges and agrees that such permit may result in a smaller patio footprint than is shown on any approved plan and that the plan does not represent approval of the footprint as shown.



May 3, 2022  
Date

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Allison Hamlin  
(A) Manager, Development Review, West  
Planning, Real Estate and Economic Development  
Department

Enclosure: Site Plan Control Application approval – Supporting Information

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

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**File Number:** D07-12-20-0167

**SITE LOCATION**

1518, 1524 and 1526 Stittsville Main Street, and as shown on Document 1.

**SYNOPSIS OF APPLICATION**

The site is located on the west side of Stittsville Mainstreet south of Abbot Street East/West. The site is immediately south of a portion of the Trans Canada Trail. The subject site is approximately 4,750 square metres and has 47.93 metres of frontage on Stittsville Main Street. The site is currently vacant and there is a row of trees along the lot line between the 1518 and 1524 Stittsville Main Street properties. Several commercial uses surround the subject property.

The applicant is proposing to construct a mixed-use building containing two storeys of commercial space fronting Stittsville Mainstreet, restaurant uses at grade, an office on the second storey; and a four-storey 33-unit residential apartment building to the rear. Seventy-seven parking spaces have been proposed (42 spaces at grade and 35 spaces in an underground garage).

The Corporate Real Estate Office (CREO) has requested that the project include a 30-metre setback as they have adopted the Guidelines for New Development in Proximity to Rail Operations, created by the Railway Association of Canada and the Federation of Canadian Municipalities. According to the guidelines, a 30-metre setback from the property line to the face of the building is recommended combined with an earthen berm two metres above grade. The intention is to accommodate for the potential for future rail along the current trail. The project as currently designed, has a setback from the rail corridor of 7.5 metres. Planning Services has discussed this request with CREO and understand the intent, but it conflicts with the nature of the project and on balance, Planning Services feels that the project as designed is better for the interests of the City.

Currently, there is no policy applicable regarding the rail setback in the current Official Plan. Transportation Services has not indicated any foreseeable use of this rail line. They are unaware of any use of this corridor for future rail at this time. The application presents a good relationship between the proposed mixed-use building and the Trans Canada Trail, where proximity to the Trail is key to the positive design response. The project adheres to the design direction outlined in both the Stittsville Main Street Secondary Plan and Community Design Plan. Although the 30 metre setback guideline will not be implemented, conditions in the approval with warning clauses on title will be included to notify owners of the proximity to a potential future rail corridor.

**DECISION AND RATIONALE**

This application is approved for the following reasons:

- The proposal conforms to the applicable Official Plan policies, including the Stittsville Main Street Secondary Plan and Community Design Plan.

- The proposal is in compliance with all applicable zoning provisions including the provisions of the Traditional Mainstreet, Subzone 9, Urban Exception 2272, Height 15 TM[2272] H(15) of Zoning By-law 2008-250 as amended.
- The proposed development is compatible with the surrounding uses.
- All technical issues have been resolved to the satisfaction of the City, through the approved drawings or inclusion of conditions.
- The proposed site design represents good planning.

## **PARKLAND DEDICATION**

Parkland dedication, in accordance with By-law 2009-95, is being satisfied within this approval through the taking of cash-in-lieu of parkland as detailed in the above conditions.

## **URBAN DESIGN REVIEW PANEL**

The Site Plan Control application was subject to the Urban Design Review Panel process. A formal review meeting was held on January 8, 2021.

The panel's recommendations from the formal review meeting are attached in Document 2.

The Panel was successful in aiding in the implementation of the following:

- Recommending the long bar building façade be further broken up by emphasizing the architectural break in the middle.
- Reconfiguration the public realm.
- Enhancing the transition between public and private space on the northside of the building
- Placing a stronger emphasis on the link between the plaza and the trail.
- Redesign the concrete wall along the frontage of the property.

## **CONSULTATION DETAILS**

### **Councillor's Concurrence**

Councillor Glen Gower was aware of the application related to this report and has concurred with the proposed conditions of approval.

### **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.

#### Summary of public comments and responses

Three members of the public submitted comments regarding the application regarding tree retention, construction, bicycle parking and charging stations for electric vehicles.

The applicant submitted a Tree Conservation Report (TCR) in support of the application. The TCR was reviewed by staff and staff are satisfied with the outcome of the report and the tree to be removed. The applicant also submitted a landscape plan and staff are satisfied that the applicant has maximized the plantings throughout the site.

Construction activity must adhere to relevant City by-laws, including the Noise By-law, Traffic and Parking By-law and Encroachments on City Highways By-law. If issues are experienced during construction, a concerned citizen may contact 311 to report non-compliance with the by-laws.

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

All technical agency correspondence was forwarded to the applicant, and the applicant was advised to contact technical agencies directly for additional information and requirements.

### **Advisory Committee Comments**

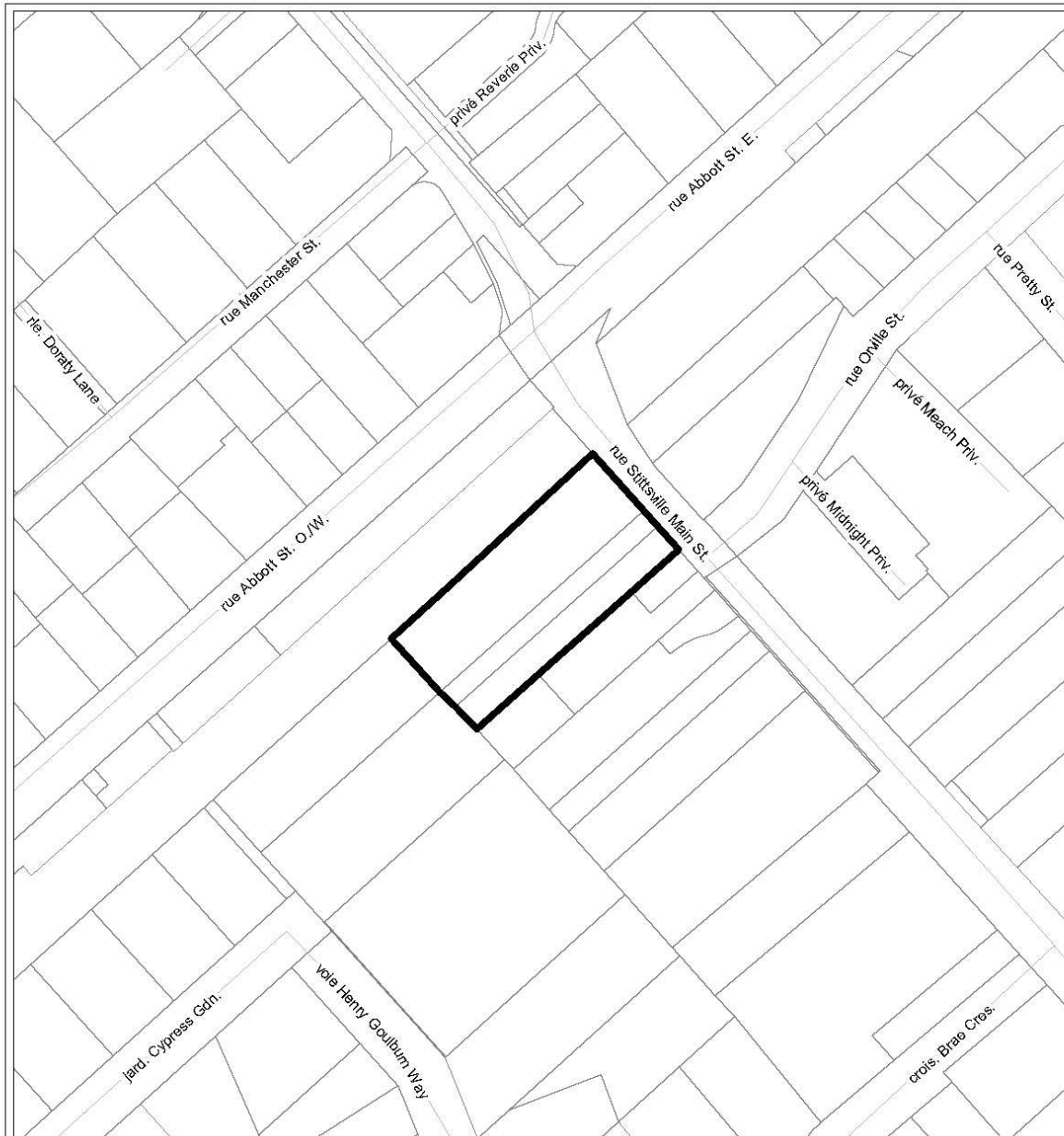
N/A




### **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 site.

**Contact:** Laurel McCreight Tel: 613-580-2424, ext. 16587 or e-mail: [laurel.mccreight@ottawa.ca](mailto:laurel.mccreight@ottawa.ca)

# Document 1 – Location Map



		LOCATION MAP / PLAN DE LOCALISATION SITE PLAN / PLAN D'EMPLACEMENT	
D07-12-20-0167	20-1076-L	 1518, 1524, 1526 rue Stittsville Main St.	 <small>NOT TO SCALE</small>
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## Document 2 – Urban Design Review Panel Comments

### Summary

- The Panel fully supported the proposed building. It will be exemplar of in terms of what a single building can contribute to an area and how it can strengthen the heart of a village.
- The Panel thanked the proponent for their visual presentation, noting that the design team's passion and affection for this development was evident.
- Detailed recommendations were provided to finesse the architecture and landscape design, and to improve the concrete wall in front of the building.

### Building Design

- In response to staff's question, the Panel recommended that the buildings should not be separated, as the current parti of the station aesthetic and residential bar building is quite strong and building's architectural expression and its relationship to the mainstreet is successful.
- Explore opportunities to have the transparency of the front façade wrap the southeast corner of the building.
- The Panel suggested that the long bar building façade could be further broken up by emphasizing the architectural break in the middle.
- As the details of the proposal are refined, consider how signage will be integrated into the facade.
- The colour scheme of the building is well thought out. The dark gray upper floors and the generous soffits are particularly pleasing to the eye.
- The Panel recommended continuing to study the south portion of the front façade (where the kitchen is located), as it was suggested that it felt somewhat undecided.
- One member suggested continuing the arches across the length of the street facing façade to give the building a grander expression, however, another member cautioned that a single vocabulary may detract from the rhythm of the mainstreet.
- Explore the possibility of strengthening the expression of the columns by including a capital where they meet the cornice line.
- Explore the possibility of using cross-laminated timber in the construction of the building as a sustainable option.

### Floor Plan

- The Panel questioned whether locating the kitchen adjacent to the public realm would be successful or not. It will provide animation, but the drawback may be that fluorescent lights and unsightly activities maybe visible from the street. Continue to study this. Some of the kitchens at Lansdowne Park may be good precedents to study to learn what works and what does not.
- Explore the possibility of relocating the elevator in the residential building, as it interrupts the notion of having a large and transparent through-lobby.
- The Panel fully supports the wide-shallow units.

### Site Plan and Landscape Design

- The Panel recommends that the proponent continue to explore opportunities to green the surface parking where possible through landscape buffers, tree retention, and screening. The Panel recommends additional screening of the parking garage entrance. It would be preferable to eliminate a few parking spaces and dedicated the space to landscape features and plantings.



- If there is any possibility of maintaining the border trees, it would be encouraged.
- Screen the fence at the rear of the site.
- Explore the possibility of consolidating the garbage enclosures and better screening them with a landscaping.
- Consider carrying the tree line on the north property line out towards the street to bring a bit of the wooded area aesthetic out to the mainstreet.
- Continue to study the transition between public and private space on the northside of the building. The paving treatment could potentially change at the passageway indicating a transition to a semi-private courtyard space that belongs to the residents.
- The Panel suggested that the treatment of the residential building could be enhanced from a landscaping perspective where it meets the ground. Consider providing a small pocket garden for each unit at grade.
- Avoid locating planters in front of the kitchen.
- The restaurant patio is well placed to create a strong relationship with the trail, but the link between the plaza and the trail should be more emphasized.
- The Panel recommends relocating the bicycle parking in front of the kitchen. This corner should remain open, as the sidewalk becomes quite pinched in this area. It was suggested that a better location for it may be close to the trailhead.

### **Concrete Wall**

- The Panel appreciates the proponent's description of the concrete wall, which attempts to recall an industrial character, but notes that it appears out of place when viewed in the renderings. A low concrete wall combined with a more visually permeable guard is suggested.
- Alternatively, in lieu of a wall, a series of steps to reconcile the grade change or the use planters could be explored.
- In either case, consider breaking up the length of terrace edge with an opening at the midway point in proximity to the restaurant entrance.

### **Public Realm**

- The Panel recommends carrying the concrete treatment of the forecourt of the building across the driveway to reduce the harshness of the asphalt and strengthen a continuous pedestrian path.
- In response to staff's question, the Panel recommended against introducing a layby on the street, as may detract from the clarity and heritage integrity mainstreet.
- The Panel suggests that the city should eventually take measures to calm the traffic on the mainstreet with signaling, speed reduction, on-street parking, and expanded sidewalks.