



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

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Site Location: 900 Watters Road (920 Watters Road and 1520 Trim Road)

File No.: D07-12-21-0183

Date of Application: November 1, 2021

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This SITE PLAN CONTROL application submitted by Kyle Kazda, Taggart Realty Management, on behalf of Trim Road Land Holdings Ltd, and 9182071 Canada Inc. is APPROVED as shown on the following plan(s):

1. **Site Plan**, Crown Pointe Retail Drawing A 0.1, prepared Hobin Architecture, dated October 9, 2018, revision 9 dated March 14, 2022.
2. **Elevations**, Fresh Co Orleans EE1, prepared by David McConnell, dated August 23, 2021, revision 5 dated February 1, 2022.
3. **Elevations**, Restaurant McDonald's Trim and Watters, prepared by mra architecture design, dated October 6, 2021
4. **Landscape Plan and Tree Conservation Report**, Landscape/TCR Plan, L1.01, prepared by LEVSTEK CONSUKTANTS INC, LANDSCAPE ARCHITECTS, dated September 2021, revision 7, dated April 7, 2022
5. **General Plan of Services, C-001**, prepared by IBI Group, revision 7, dated May 16, 2022.
6. **Details and Notes, C-010**, prepared by IBI Group, revision 6, dated May 16, 2022.
7. **Grading Plan, C-200**, prepared by IBI Group, revision 7, dated May 16, 2022.
8. **Sanitary Drainage Area Plan, C-400**, prepared by IBI Group, revision 4, dated May 16, 2022.
9. **Storm Drainage Area Plan, C-500**, prepared by IBI Group, revision 4, dated May 16, 2022.
10. **Erosion and Sediment Control Plan, C-900**, prepared by IBI Group, revision 6, dated May 16, 2022.

And as detailed in the following report(s):

1. **Geotechnical Investigation – Proposed Commercial Development**, prepared by Paterson Group, Project # PG4655-1, dated October 17, 2018.
2. **Site Servicing & Storm Water Management Brief**, prepared by IBI Group, Project # 136063.6.04.03, dated May 16, 2022,
3. **Geotechnical Review – Sanitary Sewer and USF Conflict**, prepared by Paterson Group, File PG4655-Memo.03, dated December 9, 2021, revision 1 dated March 1, 2022
4. **Transportation Impact Assessment (TIA)**, Crowne Pointe Plaza Phase 2, dated February 2022
5. **Stationary Noise Assessment**, Crown Pointe – Phase 3, dated October 27, 2021

And subject to the following General and Special Conditions:

### **General Conditions**

#### **1. Agreement**

The Owner shall enter into a standard site development agreement consisting of the following conditions. In the event the Owner fails to enter into such agreement within one year, this 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 the City of Ottawa, registered as Instrument No. OC497129 on August 11, 2005, and the Amending Site Plan Agreements with the City of Ottawa, registered as Instrument No. OC638903 on September 13, 2006, and OC886B46 on July 8, 2008, 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, Real Estate and Economic Development Department.

#### **4. Extend Internal Walkways**

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, Real Estate and Economic Development.

**5. Barrier Curbs**

The Owner agrees that the parking areas (and entrances) shall have barrier curbs and shall be constructed in accordance with a design professional and approved by the General Manager, Planning, Real Estate and Economic Development.

**6. 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.

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

**8. Reinstatement of City Property**

The Owner shall reinstate at its expense, to the satisfaction of the General Manager, Planning, Real Estate and Economic Development Department, any property of the City, including, but not limited to, sidewalks and curbs, boulevards, sloped banks that are damaged as a result of the subject development.

**9. Construction Fencing**

The Owner shall be required to install construction fencing at its expense, in such a location as may be determined by the General Manager, Planning, Real Estate and Economic Development Department.

**10. Snow Storage**

In addition to the provisions set out in Section 17 of Schedule "C" to this Agreement, the Owner acknowledges and agrees that no snow storage will occur on site.

**11. 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, Real Estate 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, Real Estate and Economic Development, the aforesaid Works are proceeding satisfactorily toward completion. The Owner shall obtain the prior consent of the General Manager, Planning, Real Estate 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, Real Estate 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.

## **12. Development Charges**

The Owner agrees and acknowledges paying the development charges for their site for the works associated for Outer Greenbelt Development Area charge with registration or upon the issuance of the first conditional building permit, whichever comes first.

## **Special Conditions**

### **13. City Easements – indemnification for work within easement**

The City of Ottawa has a sanitary sewer easement (instrument OC2012459) and a stormwater easement (instrument OC2012460) that cross the lands. As part of the Site Plan Application the Owner is seeking permission from the City to proceed with asphalt paving, traffic medians, trees, and soft landscaping over the City's easement.

The Parties agree that the site plan agreement shall include conditions which amend the easement schedules to permit the surface encroachments proposed in the Site Plan Application. Development within the easement lands shall be undertaken in a manner which does not impact the City's infrastructure. The Owner further agrees that the City shall not be responsible for restoration of the easement lands beyond level surface grading. It shall be the responsibility of the Owner or lessee to restore the drive-through within the easement lands to their development condition in the event the City requires access to those easement lands. The Owner agrees to indemnify the City for any liability that may arise in respect of damages within the easement lands, as well as complaints, and claims, including loss of revenue, to the drive-through / restaurant that may occur in the event that the City exercises its rights under the storm and sanitary easements.

The Owner further agrees to notify the lessee that the City owns the legal interest in the easement lands and shall have no recourse against the City for interruptions to business operations.

### **14. Reinstatement of Private Property**

The City has an existing stormwater easement Registered No. LT1008829 over part of the properties known municipally as 1465 and 1467 Lynx Crescent. This approval includes work within the easement to extend the existing storm sewer for connection to this development, known municipally as 900 Watters Road. The Owner, in performing work within the easement shall abide by the conditions of the easements including re-instatement at its expense, to the satisfaction of the General Manager, Planning, Real Estate and Economic Development Department, of the property, being Parts 15, 16, and 18 on Plan 4R12580 and

Part 1 on Plan 4R12529, including, but not limited to fences and soft landscaping that are damaged as a result of the subject development. The Owner shall indemnify the City for all work undertaken within the easement.

#### **15. 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, Real Estate and Economic Development

### **Engineering**

#### **16. Video Examination**

Prior to the issuance of a building permit, the Owner shall, at its expense:

Obtain a video inspection of the City Sewer System within Easements shown on Parts 15, 16, and 18 on Plan 4R12580 and Part1 on Plan 4R12529 prior to any construction to determine the condition of the existing City Sewer System prior to construction on the lands and to provide said video inspection to the General Manager, Planning, Real Estate and Economic Development.

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

- i. obtain a video inspection of the existing City Sewer System within Easements shown on Parts 15, 16, and 18 on Plan 4R12580 and Part1 on Plan 4R12529 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 Easements shown on Parts 15, 16, and 18 on Plan 4R12580 and Part1 on Plan 4R12529 as a result of construction on the lands, or resulting in flows from the Owner's property as a result of their connection to the infrastructure and compensate the City for the full amount of any required repairs to the City Sewer System.

#### **17. Private Water Plant**

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.

#### **18. 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, Real Estate and Economic Development.

#### **19. Leak Survey**

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.

#### **20. Excavation Material Management**

The Owner agrees and acknowledges that should buried materials such as concrete and asphalt or undesirable cobbles and materials be excavated on site they shall be removed from the excavations and be removed off site as per the direction of the on-site geotechnical engineer.

#### **21. 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(s) (the "Report"), referenced in Schedule "E" herein, are fully implemented. The Owner further acknowledges and agrees that it shall provide the General Manager, Planning, Real Estate 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, Real Estate and Economic Development.

## **22. Parking Area and Drive Aisles**

- a. The Owner acknowledges and agrees that during major storm events, drive aisles and parking areas may be subject to flooding due to drainage from the road allowance. The Owner further acknowledges and agrees that the City shall not be liable for flooding claims. The Owner further acknowledges that it is recommended that backwater valves be installed on catch basins located in parking areas and drive aisles.
- b. The Owner acknowledges and agrees that a notice-on-title respecting depressed parking areas and drive aisles, as contained in Clause \_\_ hereinafter, 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.

## **23. Notices on Title – All Units (Parking Area and Drive Aisles)**

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 Purchaser/Lessee for himself, his heirs, executors, administrators, successors and assigns acknowledges being advised that during major storm events, drive aisles and parking areas may be subject to flooding due to drainage from the road allowance. The Purchaser/Lessee further acknowledges being advised that the City of Ottawa shall not be liable for flooding claims. Backwater valves are recommended for installation on catch basins located in parking areas and drive aisles."

"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."

## **24. Stormwater Works Certification**

The Owner covenants and agrees that on completion of all stormwater management Works, the Owner shall provide certification to the City through a

professional engineer that all measures have been implemented in conformity with the approved plans and Design Brief.

## **25. Site Dewatering**

The Owner acknowledges and agrees that while under construction, any water discharged to the sanitary sewer due to dewatering shall meet the requirements of the City of Ottawa Sewer Use By-law as amended.

The Owner acknowledges and agrees that if dewatering is required in excess of 400,000 L/day on site for approved works that they shall apply to the MECP for a Permit to take water approval. Furthermore, all cost shall be borne by the Owner.

## **26. 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.

## **27. Spill Contingency and Pollution Prevention Plan**

The Owner shall, within six (6) months of signing this Agreement, develop and implement a spill contingency and pollution prevention plan, which plan, at a minimum, will include a set of written procedures describing how to prevent and/or mitigate the impacts of a spill within the area serviced by the Works:

- (a) the name, job title and location (address) of the Owner, person in charge, management or person(s) in control of the buildings;
- (b) the name, job title and 24-hour telephone number of the person(s) responsible for activating the spill contingency and pollution prevention plan;
- (c) a site plan drawn to scale showing the facility, nearby buildings, streets, catch basins and manholes, drainage patterns (including direction of flow in storm sewers), and receiving water course that could potentially be significantly impacted by a spill and any features which need to be taken into account in terms of potential impacts on access and response (including physical obstructions and location of response and clean-up equipment);
- (d) steps to be taken to report, contain, clean up and dispose of contaminants following a spill;
- (e) a listing of telephone numbers for local clean-up companies who may be called upon to assist in responding to spills, local emergency responders



including health institution(s), and the Ministry of the Environment, Conservation and Parks Spills Action Centre;

- (f) Materials Safety Data Sheets (MSDS) for each hazardous material which may be transported or stored in the said building;
- (g) the means (internal corporate procedures) by which the spill contingency and pollution prevention plan is activated;
- (h) a description of the spill response training provided to employees assigned to work in the said building, the date(s) on which the training was provided and by whom;
- (i) an inventory of response and clean-up equipment available to implement the spill contingency and pollution prevention plan, location and date of maintenance/replacement if warranted; and
- (j) the dates on which the spill contingency and pollution prevention plan was prepared and subsequently, amended.

The Owner covenants and agrees to maintain the spill contingency and pollution prevention plan up to date through revisions undertaken from time to time as required by changes to the general operations of the site. The Owner further covenants and agrees to retain a copy of the spill contingency and pollution prevention plan in a conspicuous, readily accessible location on-site such that it can be used as a reference by employees assigned to work in the said building. The Owner further covenants and agrees that it will make available, for inspection and copying by City personnel, the spill contingency and pollution prevention plan.

#### **28. 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 or interceptor on the internal sanitary plumbing system when a restaurant is established on the lands, or as required by local building codes.

#### **29. 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 & Storm Water Management Brief, 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.

### **Access**

#### **30. Private Approach Detail**

The Owner acknowledges and agrees that all private approaches serving the proposed development shall be designed and constructed, at the sole expense of the Owner, in accordance with the City's "Curb Return Entrances Curb Return at a Private Entrance" Plan, Drawing No. SC7.1, dated March 2007 and revised March

2021, and the Owner shall comply with the City's Private Approach By-law, being No. 2003-447, as amended.

## **Planning and Other**

### **31. 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.

### **32. 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 by the Owner with the General Manager, Planning, Real Estate and Economic Development Department 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.

### **33. Maintenance and Liability Agreement for Landscaping**

The Owner shall be required to enter into a maintenance and liability agreement for all plant and landscaping material placed in the City right-of-way and the Owner shall assume all maintenance and replacement responsibilities in perpetuity.

### **34. Tree Permit**

The Owner acknowledges and agrees to abide by the City's Tree Protection Bylaw, being By-Law No. 2020-340, as amended and that any trees to be removed shall be removed in accordance with an approved Tree Permit and the Tree Conservation Report referenced in Schedule "E" hereto.

### **35. Tree Protection**

The Owner acknowledges and agrees to abide by the City's Tree Protection Bylaw, being By-Law No. 2020-340, as amended and that all retained trees will be protected in accordance with an approved Tree Conservation Report referenced in Schedule "E" hereto.

### **36. 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, Real Estate 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.

### **37. Noise Control Attenuation Measures**

The Owner covenants and agrees that it shall retain the services of a professional engineer licensed in the Province of Ontario to ensure that the recommendations of the **Stationary Noise Assessment**, Crown Pointe – Phase 3, dated October 27, 2021, 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.

### **38. Waste and Recycling Collection**

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. The Owner shall consult a private contractor regarding any access requirements for waste and/or recycling collection.

### **39. 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, Real Estate and Economic Development, and in accordance with the City's Permanent Signs on Private Property By-law No. 2016-326, as amended.

## **Bell**

### **40. Bell Canada - Easement**

The Owner acknowledges and agrees to grant to Bell Canada any easements that may be required for telecommunication services at the Owner's sole cost and expense. Easements may be required subject to final servicing decisions. In the

event of any conflict with existing Bell Canada facilities or easements, the Owner shall be responsible for the relocation of such facilities or easements at the Owners sole cost and expense.

May 23, 2022

*Geraldine Wildman*

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Date

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Geraldine Wildman A/Manager  
Development Review, East  
Planning, Real Estate and Economic  
Development Department

Enclosure: Site Plan Control Application approval – Supporting Information

## SITE PLAN CONTROL APPROVAL APPLICATION SUPPORTING INFORMATION

**File Number:** D07-12-21-0183

### SITE LOCATION

900 Watters (920 Watters and 1520 Trim Road), and as shown on Document 1.

### SYNOPSIS OF APPLICATION

The property is approximately 4.15 hectares, part of the site is occupied by a retail shopping centre – Crown Pointe Centre – and the remainder of the site is vacant. The property is in the Cardinal Creek Neighbourhood and has frontage on Trim Road, an arterial road, and Watters Road, a major collector road. Trim Road was widened and realigned from 2012 to 2014. The City of Ottawa has a sanitary sewer easement (OC2012459) and a stormwater easement (OC2012460) that cross the lands.

Immediately north of the subject property is a retail plaza and there is a significant grassed area that separates this retail plaza from the realigned Trim Road. West of the aforementioned retail plaza is a low-rise residential community. West and South of the subject property are low-rise residential subdivisions. East of the subject property there is another low-rise residential subdivision and the Cardinal Creek corridor.

The Owner is proposing to construct a retail food store (FRESHCO) with a 3017 square metres gross floor area (GFA), a restaurant with a drive-through (McDonald's) the restaurant will be 430 square metres GFA, and associated surface parking with 156 new parking spaces. A total of 24 new bicycle parking spaces are provided, most will be in front of the retail food store, and some will be next to the restaurant.

The retail food store (FRESHCO) is proposed for the northern portion of the subject property, abutting Watters Road, the front entrance will be oriented towards Trim Road. The associated parking will be between the front entrance and Trim Road. The loading and service areas are internal to the site and are screened with landscaping. The restaurant (McDonald's) is proposed along the eastern edge of the site and its main entrance is in the north-west corner of the building. There will also be an outdoor patio that abuts the north end of the building. The drive-through wraps around the building and will be screened with landscaping.

The existing road accesses to the site will be retained and a new access is proposed along Watters Road, which will provide access to the proposed food store. There are some minor alterations planned to the drive-through associated with the existing TD Bank on site. Pedestrian connectivity through the site will be improved. New pedestrian connections are proposed from Watters Road and Trim Road.

There are City easements on site that limit the location of the retail food store and the restaurant with drive through. As part of the Site Plan Application the Owner is seeking permission from the City to proceed with asphalt paving, traffic medians, trees, and soft landscaping over the City's easement.

Landscaping is proposed around the exterior of the site with the heaviest treatment proposed along Trim Road. Within the site, landscaping has been integrated into islands within the parking lot.

The façade of the retail food store (FRESHCO) that faces Trim Road (north elevation) has a mix of clear windows and doors at grade with aluminum panels above, horizontal metal siding and vertical and horizontal metal trim. The façade of the retail food store that faces Watters Road (West Elevation) has a mix of clear windows and spandrel glazing at grade near the front entrance with aluminum panels above, a mix of horizontal and vertical metal siding, and vertical and horizontal metal trim. The South Elevation has a blank wall condition that is broken up by the loading dock wall, which has metal siding installed horizontally. Further, the Owner is also proposing to plant nine White Spruce trees and three Austrian Pine trees in front of the loading dock wall.

City easements (storm and sanitary) limit the location of the restaurant with drive through (McDonald's). The façade of the restaurant that faces Trim Road (Right Side Elevation - West) features metal siding, lap siding pick-up windows and masonry materials. The drive-through will abut Trim Road and will be screened by many deciduous and coniferous shrubs.

The stormwater system was designed following the principles of dual drainage, making accommodations for both major and minor flow. Flows generated that are in excess of the site's allowable release rate will be stored on site in surface storage areas or by the use of roof top storage and gradually released into the minor system so as not to exceed the site's allocation. The minor system which consists of underground storm sewers connected by storm MH's and catchbasins equipped with Inlet Control Devices outlets to the existing storm sewer on Lynx Crescent. The connection to the existing storm sewer is made through Easements shown on Parts 15, 16, and 18 on Plan 4R12580 and Part 1 on Plan 4R12529. The major system runoff outlets to the Watters Road ROW during major storm events. Ultimately stormwater runoff generated at the site is a tributary to the Cardinal Creek SWMF. An Oil Grit Separator is installed on the minor system and has been designed to provide (80%) enhanced TSS removal.

## **DECISION AND RATIONALE**

This application is approved for the following reasons:

- The proposal conforms to the General Urban Area designation of the Official Plan (2003 consolidation), which supports a broad range of uses, from residential to retail and service.
- The subject property is designated Suburban Minor Corridor within the Evolving Neighbourhood Overlay in the new Official Plan (2021). The new OP designates Trim Road as a 'Minor Corridor' and provides direction to locate buildings close to the corridor to animate the street and ensure the buildings line the front of the site. City easements on site limit the location of the retail food store and restaurant.

- The proposal conforms to all relevant provisions of the Zoning By-law. The subject site is divided into more than one zone: General Mixed-Use, Subzone 15, Maximum Height 8 metres ((GM15 H (8)) and General Mixed Use, Urban Exception 1362, Maximum Height 18.5 metres (GM [1362] H (18.5)). A purpose of the General Mixed-Use Zone is to allow residential, commercial and institutional uses, or mixed-use development in the General Urban Area. In both zones, retail food stores and restaurants are permitted uses. The retail food store is proposed within the GM15 H (8) zone and the restaurant with a drive-through is proposed within the GM [1362] H (18.5) zone.
- Urban Exception [1362] applies to the restaurant with drive through and requires a front yard setback of 20 metres. On March 2, 2022, the Owner was granted minor variances to allow for reduced landscape buffer/area in select locations and a portion of the building to be setback 13.62 metres at its closest (D08-02-21/A-00419). Staff note that the front yard setback in the GM15 H (8) zone is 3 metres. However, there are City easements abutting Trim Road that prevent the building from locating closer to the street. The appeal period is exhausted and as of March 31, 2022, the Committee of Adjustment Decision is final and binding.

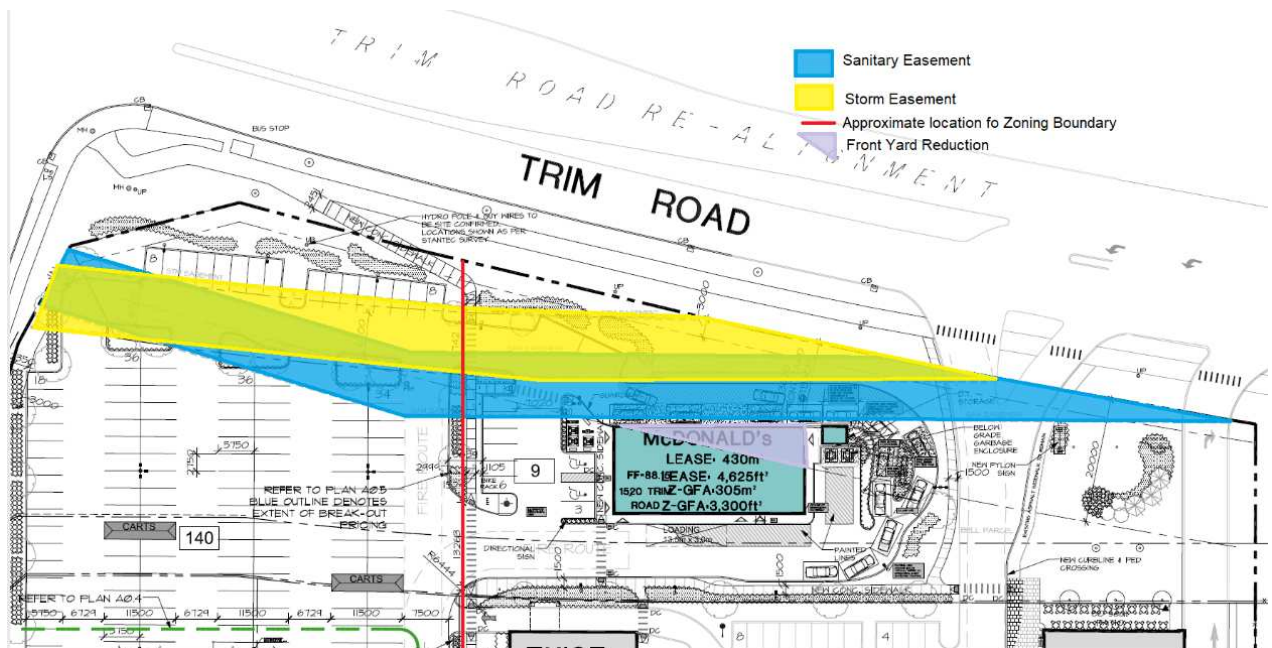


Figure 1: Capture of early Site Plan with City Easements and the portion of the restaurant building in the front yard setback highlighted

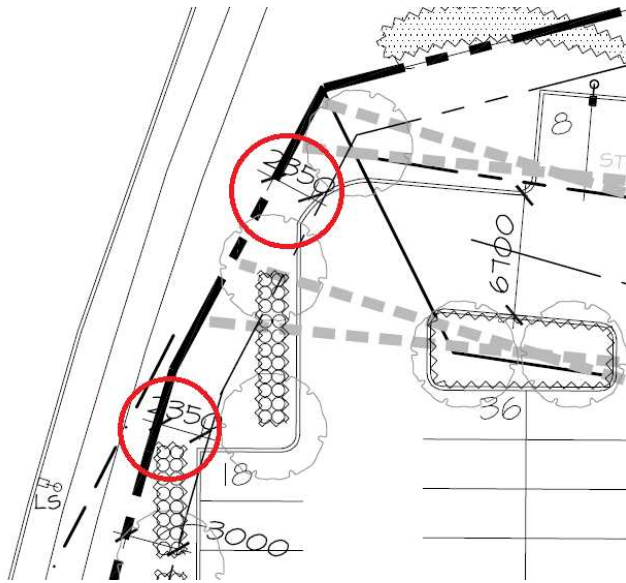


Figure 2: Capture showing the reduced landscape area/buffer in two locations

The proposal is in conformity with the Zoning By-law.

- The Large-Format Retail and Drive Through Facilities Guidelines are applicable to the proposed development. There are City Easements on site that prevent the retail food store and restaurant from locating closer to Trim Road. However, the retail food store is located closer to Watters Road, three metres at its nearest. There is considerable shrub plantings that abut Trim Road and enhance the streetscape and screen the drive through that abuts Trim Road. Further the restaurant uses colour and texture to add interest to the façade that faces the street. Further the Owners are providing direct clearly defined pedestrian accesses from the public sidewalks, parking areas and transit stops to building entrances.
- The application as proposed represent good and defensible 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.

## **CONSULTATION DETAILS**

### **Councillor's Concurrence**

Councillor Matthew Luloff was aware of the application related to this report. Councillor Matthew Luloff 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 eight public comments received and staff considered these comments. Staff have grouped the comments and responded to them below.

### Summary of public comments and responses

| Comments   | Response  |
|--|---|
| Supports grocery store   | A broad scale of uses facilitates the development of complete and sustainable communities.  |
| Would like to see additional density on site   | The density of the site is restricted due to site infrastructure, City easements, and parking requirements for the existing tenant leases   |
| Concerned with impact to the neighbourhood and potential for loitering   | <p>Compatible development 'fits well' within its physical context and 'works well' with the existing and planned function. At the scale of neighbourhoods or individual properties, issues such as noise, spillover of light, accommodation of parking and access, shadowing, and micro-climatic conditions are prominent considerations when assessing the relationships between new and existing development.</p> <p>A noise study accompanied this application and found the proposed development is expected to be compatible with the existing noise sensitive land uses and will satisfy all site plan conditions. A noise barrier abutting the loading docks was recommended as a noise control measure. The plans and elevations show the noise barrier. A new access is proposed from Watters Road for the proposed development and the Owners are providing sufficient vehicle parking on site. Both the retail food store and restaurant are low rise buildings, the former has a building height of 5.6 metres, the latter a building height of 5.5 metres.</p> |
| Concerned with land use, vehicular traffic, pedestrian and cycling safety, trees and landscaping, environmental preservation | <p>The General Urban Area designation of the Official Plan (2003 consolidation) supports a broad range of uses, from residential to retail and service. Further, the zoning permits retail food stores and restaurants here.</p> <p>A Traffic Impact Assessment (TIA) was done, and the report found that the proposed development fits well into the context of the surrounding area, and its location and design serve to promote use of walking, cycling, and transit modes, thus supporting City of Ottawa policies, goals, and objectives.</p> <p>The plan as proposed requires the removal of 23 of the 35 living trees on site because of development conflict. Some trees are not able to be retained because of the proximity of the sidewalk and light standards to the trees.</p>  |

| Comments  | Response  |
|---|---|
|   | <p>Excavation for the sidewalk base, and installation of lighting conduits and bases will impact the critical root zone of these trees. The Landscape Plan show that a significant number of trees, shrubs, perennials and ornamental grasses will be planted including: 36 deciduous trees, 18 coniferous trees, 898 deciduous shrubs, 56 coniferous shrubs, 246 perennials, and 503 ornamental grasses.</p> <p>The proposed development is providing water quality protection to reduce the impact of non-point source runoff on receiving watercourses.</p>  |
| <p>Concerned with the heavy traffic on Watters<br/> Noted the four way stop at Montcrest and Watters is problematic<br/> Noted People run the stop at Varennes and Watters<br/> Concerned about increase in noise and traffic accidents</p> | <p>A Traffic Impact Assessment (TIA) was done, it was noted in the field that queues and delays are currently being experienced at the Watters/Montcrest intersection, with the westbound approach (Watters approaching Montcrest) being most critical.</p> <p>Based on the forecasted traffic volumes for the build-out year (2022); and 5-years beyond full build-out (2027), the study area intersections are projected to operate similar to existing conditions, with one notable exception: Watters/Trim intersection – refinements to the signal timing plan are recommended in order to improve the vehicle performance</p> |
| <p>Concern with connecting the proposed development to municipal storm water pipe on Lynx Crescent</p>  | <p>The City has an existing stormwater easement over part of the properties known municipally as 1465 and 1467 Lynx Crescent. The work on the Lynx Crescent infrastructure within the City’s easements includes an extension to the existing storm sewer which the design engineer has confirmed has capacity to accept additional runoff from this site and will be approved through the site plan agreement.</p>  |

**Technical Agency/Public Body Comments**  
Summary of Comments –Technical

**Bell Canada**

Advised the Owner to contact Bell Canada at [planninganddevelopment@bell.ca](mailto:planninganddevelopment@bell.ca) during detailed design to confirm the provisioning of communication/telecommunication infrastructure needed to service the development. Asked that the following paragraph be included as a condition of approval:

*The Owner agrees that should any conflict arise with existing Bell Canada facilities where a current and valid easement exists within the subject area, the Owner shall be responsible for the relocation of any such facilities or easements at their own cost.*

## **Rogers Communication**

Rogers has no comment or concerns regarding this circulation. Please contact John Davin at 613-759-8588 or e-mail at [johnj.davin@rci.rogers.com](mailto:johnj.davin@rci.rogers.com) for Rogers Site Servicing if approved, or if you require additional information.

## **Enbridge**

Enbridge Gas Inc. does not object to the proposed application(s) however, they reserve the right to amend or remove development conditions.

The applicant shall contact Enbridge Gas Inc.'s Customer Connections department by emailing [SalesArea60@Enbridge.com](mailto:SalesArea60@Enbridge.com) to determine gas availability, service and meter installation details and to ensure all gas piping is installed prior to the commencement of site landscaping (including, but not limited to: tree planting, silva cells, and/or soil trenches) and/or asphalt paving.

If the gas main needs to be relocated as a result of changes in the alignment or grade of the future road allowances or for temporary gas pipe installations pertaining to phased construction, all costs are the responsibility of the applicant.

In the event that easement(s) are required to service this development, and any future adjacent developments, the applicant will provide the easement(s) to Enbridge Gas Inc. at no cost. The inhibiting order will not be lifted until the application has met all of Enbridge Gas Inc.'s requirements.

## **Response to Comments – Technical**

### **Bell Canada**

Bell Canada Easement Condition is included. The Owner contacted Bell and has a plan showing conduit infrastructure (SP-E01).

### **Rogers Communication CDN Inc.**

The Owner contacted Rogers and has a plan showing conduit infrastructure (SP-E01).

### **Enbridge**

The Owner contacted Enbridge, and the Enbridge process is underway and nearly complete.

## **Advisory Committee Comments**

### **Summary of Comments – Advisory Committees**

The Accessibility Advisory Committee commended the applicant of the development for the efforts placed to offer more than required accessible parking for people with disabilities. According to regulations 5 free-barrier parking are required. However, according to the plans provided as also within the text of the proposal 18 free barrier parking spaces will be offered. The free-barrier parking spaces are clearly identified with the respective symbol and reference to them is included in the body of the docs. Kudos for doing it. It is pleasing to review a development project where the needs of people with disabilities are viewed as equal members of the community as well as valuable consumers.

## Response to Comments – Advisory Committees

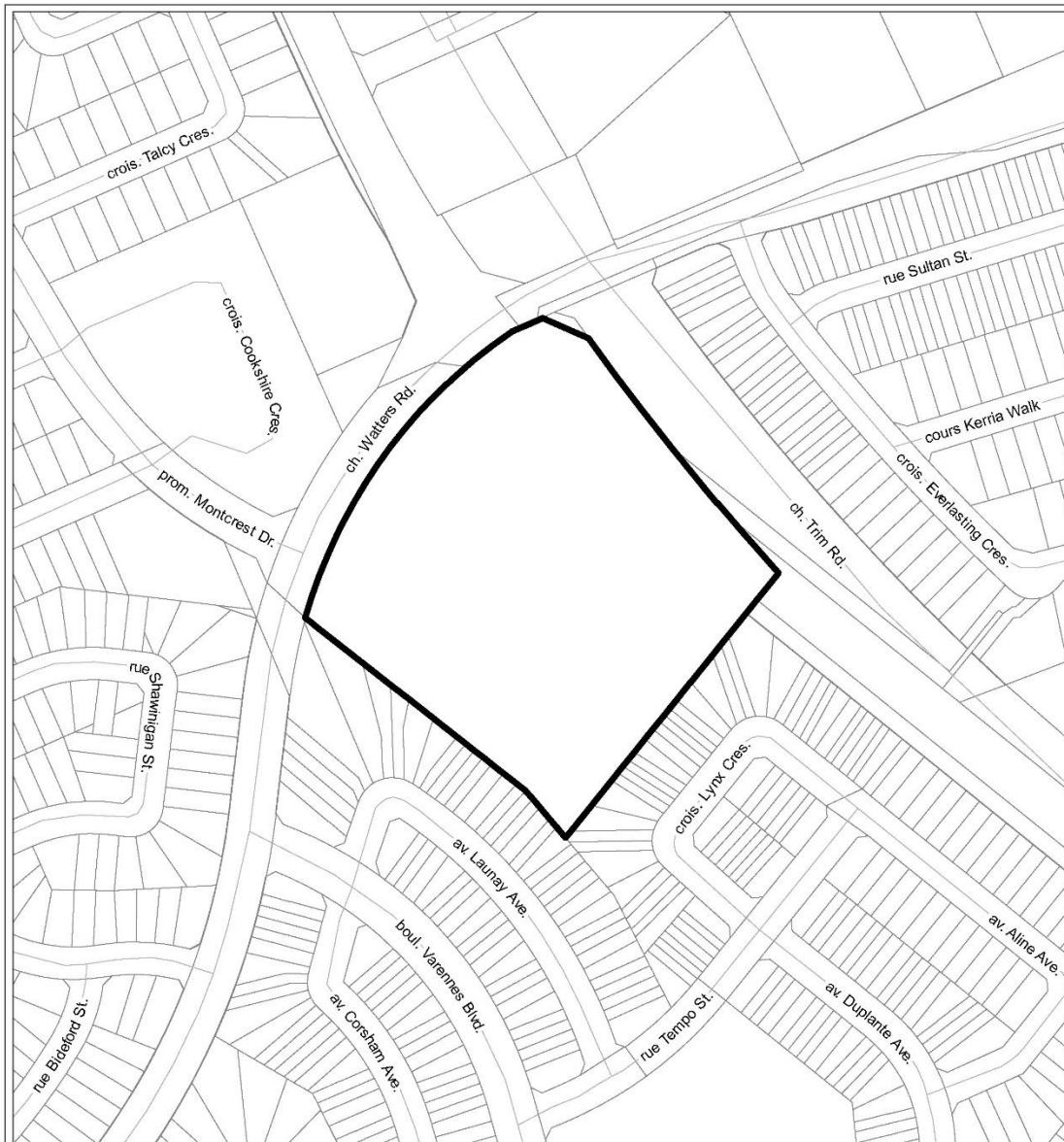
The Site Plan shows 10 new free barrier parking spaces, and there are 10 existing free barrier parking spaces. In total on this site there will be 20 free barrier parking spaces.




### **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 the issues associated with City Easements and workload volume.

**Contact:** Lucy Ramirez Tel: 613-580-2424, ext. 23808 or e-mail:  
[lucy.ramirez@ottawa.ca](mailto:lucy.ramirez@ottawa.ca)

# Document 1 – Location Map



|   |           |   |                            |
|---|-----------|---|----------------------------|
|    |           | LOCATION MAP / PLAN DE LOCALISATION<br>SITE PLAN / PLAN D'EMPLACEMENT                 |                            |
| D07-12-21-0183  | 21-1460-L |    | <b>900 ch. Watters Rd.</b> |
| I:\CO\2021\Site\Watters_900   |           |   |                            |
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| REVISION / RÉVISION - 2021 / 11 / 19  |           |  |                            |