



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

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Site Location: 1518-1526 Stittsville Main Street

File No.: D07-12-24-0093

Date of Application: August 26, 2024

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This SITE PLAN CONTROL application submitted by Amber Guidice, Egis Group, on behalf of Krumac Holdings Inc., is APPROVED as shown on the following plan(s):

1. **Garbage Gate and Fence Details**, A820, prepared by Vandenberg & Wildeboer Architects, dated DATE, revision 8 dated 24-05-30.
2. **Landscape Plan Soil Volume Data Layer**, L1.01B, prepared by Levstek Consultants Inc., revision 3 dated July 11/24.
3. **Landscape Details**, L2.01, prepared by Levstek Consultants Inc., revision 3 dated July 11/24.

And as detailed in the following report(s):

4. **Noise Impact Study**, prepared by Aercoustics Engineers Ltd., dated April 27, 2021.
5. **Heritage Impact Assessment**, prepared by Matrix Heritage Inc., dated January 26, 2024.
6. **Phase I Environmental Site Assessment Update**, prepared by Paterson Group Consulting Engineers, dated January 11, 2024.
7. **Phase II Environmental Site Assessment Update**, prepared by Paterson Group Consulting Engineers, dated January 11, 2024.
8. **Traffic Impact Assessment**, prepared by McIntosh Perry Consulting Engineers Ltd., dated May 28, 2021.
9. **Re: 1518-1526 Stittsville Main Street Traffic Impact Study Screening Form**, prepared by Egis, dated May 16, 2024.

10. **Scoped Environmental Impact Statement**, prepared by GEMTEC Consulting Engineers and Scientists Limited, dated August 11, 2020.

11. **Tree Conservation Report**, prepared by Gemtec, dated August 11, 2020.

And, the following Plans and Reports are RECEIVED, and may require further revisions prior to approval:

1. **Site Plan**, A001, prepared by Vandenberg & Wildeboer Architects, dated 01-02-24, revision 9 dated 24-08-02.
2. **Building Elevations**, A200, prepared by Wandenberg & Wildeboer Architects, dated 01-02-24, revision 9 dated 24-08-02.
3. **Landscape Plan**, L1.01, prepared by Levstek Consultant Landscape Architects, dated February 9 2024, Revision 3 dated July 11/24.
4. **Geotechnical Investigation**, prepared by Paterson Group Inc., dated July 24 2024, revision 3.
5. **Servicing & Stormwater Management Report Mixed Use Development 1518-1526 Stittsville Main Street**, prepared by Egis Canada Ltd., dated November 13, 2020, revised August 9, 2024.
6. **Site Grading and Drainage Plan**, C101, prepared by Egis Canada Ltd. (formerly McIntosh Perry Consulting Engineers), dated November 13 2020, revision 9 dated Aug. 09, 2024.
7. **Site Servicing, Sediment & Erosion Control Plan**, prepared by EGIS Canada, dated August 8, 2024.
8. **Mechanical Noise Addendum Letter - Stittsville Main Street NIS Update**, prepared by Aercoustics Engineering Ltd., dated August 2024.
9. **Turning Movement Figures**, prepared by Egis, dated February 2024
10. **Fire Truck Site Circulation Figure**, prepared by Egis Canada Ltd., dated Feb 2024.
11. **Zoning Confirmation Report**, prepared by Egis, dated May 3, 2024.

And subject to the following General and Special Conditions:

### **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. **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.

3. **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.

4. **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.

5. **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.

6. **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, Development and Building Services. Such sidewalk(s) shall be constructed to City Standards.

7. **Extend Internal Walkway**

The Owner shall extend internal walkways beyond the limits of the subject lands to connect to existing or proposed public sidewalks, at the sole expense of the Owner, to the satisfaction of the General Manager, Planning, Development and Building Services.

8. **Completion of Works**

The Owner acknowledges and agrees that no new building will be occupied on the lands until all requirements with respect to completion of the Works as identified in this Agreement have been carried out and received Approval by the General Manager, Planning, Development and Building Services, including the installation

of municipal numbering provided in a permanent location visible during both day and night and the installation of any street name sign on relevant streets. Notwithstanding the non-completion of the foregoing Works, occupancy of a lot or structure may otherwise be permitted, if in the sole opinion of the General Manager, Planning, Development and Building Services, the aforesaid Works are proceeding satisfactorily toward completion. The Owner shall obtain the prior consent of the General Manager, Planning, Development and Building Services for such occupancy in writing.

Until all requirements with respect to completion of the Works as identified in this Agreement have been carried out and received Approval by the General Manager, Planning, Development and Building Services, the Owner shall give notice to the City of a proposed conveyance of title to any building at least thirty (30) days prior to any such conveyance. No conveyance of title to any building shall be effective unless the Owner has complied with this provision.

Nothing in this clause shall be construed as prohibiting or preventing the approval of a consent for severance and conveyance for the purposes of obtaining financing.

9. **Development Charges**

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

10. **Update to Plans and Studies**

The Owner acknowledges and agrees, prior to registration of this Agreement or issuance of a Commence Work Notification, to update the following plans to address the comments from the formal review letter dated **October 9, 2024**, to the satisfaction of the General Manager, Planning, Development and Building Services Department: **Site Plan; Building Elevations; Landscape Plan; Geotechnical Investigation; Servicing & Stormwater Management Report Mixed Use Development 1518-1526 Stittsville Main Street; Site Grading and Drainage Plan; Site Servicing, Sediment & Erosion Control Plan; Mechanical Noise Addendum Letter - Stittsville Main Street NIS Update; Turning Movement Figures; Fire Truck Site Circulation Figure; Zoning Confirmation Report;**

The Owner further acknowledges and agrees that the submission may necessitate changes to the plans and reports approved herein. If necessary, the Owner further acknowledges and agrees to provide all revised plans and reports to the General Manager, Planning, Development and Building Services Department prior to registration of this Agreement or the issuance of a Commence Work Notification.

## **Special Conditions**

### **11. Professional Engineering Inspection**

The Owner shall have competent Professional Engineering inspection personnel on-site during the period of construction, to supervise the Works, and the General Manager, Planning, Development, and Building Services, shall have the right at all times to inspect the installation of the Works. The Owner acknowledges and agrees that should it be found in the sole opinion of the General Manager, Planning, Development, and Building Services, that such personnel are not on-site or are incompetent in the performance of their duties, or that the said Works are not being carried out in accordance with the approved plans or specifications and in accordance with good engineering practice, then the General Manager, Planning, Development, and Building Services, may order all Work in the project to be stopped, altered, retested or changed to the satisfaction of the General Manager, Planning, Development and Building Services.

### **12. 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 – Uncontrolled Intersections" 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.

### **13. 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.

### **14. Noise Control Attenuation Measures**

The Owner acknowledges and agrees to implement the noise control attenuation measures recommended in the approved Noise Impact Study, referenced in Schedule "E" of this Agreement, as follows:

- a) each unit is to be fitted with a forced air heating system and ducting, and shall be sized to accommodate central air conditioning;
- b) further to subsection (a) above, the location and installation of any outdoor air conditioning device(s) shall comply with the noise criteria of the Ministry of the Environment, Conservation and Parks' Publication NPC-216, dated 1993, and the Environmental Noise Guidelines for Installation of Residential Air Conditioning Devices, dated September 1994, as amended, in order to minimize the noise impacts both on and off the immediate vicinity of the subject lands;

- c) upon completion of the development and prior to occupancy and/or final building inspection, a professional engineer, licensed in the Province of Ontario with expertise in the subject of acoustics related to land use planning, shall be retained to visit the lands, inspect the installed noise control measures and satisfy themselves that the installed recommended interior noise control measures comply with the measures in the Noise Impact Study referenced in Schedule "E" hereto. The professional engineer shall prepare, sign and stamp a letter to the General Manager, Planning, Development and Building Services (the "Certification Letter") stating that they certify acoustical compliance with all requirements of the applicable conditions in this Agreement, to the satisfaction of the General Manager, Planning, Development and Building Services.

15. **Notice on Title – Noise Control Attenuation Measures**

The Owner acknowledges and agrees that a notice shall be registered on title to the subject lands, at the Owner's expense. The Owner further acknowledges and agrees that such notice on title, or the clauses as written directly below, shall be included in all agreements of purchase and sale and lease agreements to inform prospective purchasers and tenants of these matters. The notice on title shall include, but not be limited to, the following:

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

"The purchaser/lessee for themselves, their heirs, executors, administrators, successors and assigns, acknowledges being advised that noise levels due to increasing roadway traffic may be of concern, occasionally interfering with some activities of the dwelling occupants as the outdoor sound level exceeds the City of Ottawa's and the Ministry of the Environment, Conservation and Parks' noise criteria."

Type C – Forced Air Heating System and Ducting

"The purchaser/lessee for themselves, their heirs, executors, administrators, successors and assigns, acknowledges being advised that this dwelling unit has been fitted with a forced air heating system and the ducting, etc. was sized to accommodate central air conditioning. Installation of central air conditioning by the purchaser/lessee will allow windows and exterior doors to remain closed, thereby ensuring that the indoor sound levels are within the City of Ottawa's and the Ministry of the Environment, Conservation and Parks' noise criteria."

"The purchaser/lessee for themselves, their heirs, executors, administrators, successors and assigns, acknowledges and agrees it shall identify the location and install any outdoor air conditioning device(s) so as to comply with the noise criteria of the Ministry of the Environment, Conservation and Parks' Publication NPC-216,

dated 1993, and the Environmental Noise Guidelines for Installation of Residential Air Conditioning Devices, dated September 1994, as amended, in order to minimize the noise impacts both on and off the immediate vicinity of the subject lands.”

Ending Paragraph

“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.”

16. **Noticed on Title – Proximity to Rail Right of Way**

The Owner acknowledges and agrees that a notice shall be registered on title to the subject lands, at the Owner’s expense. The Owner further acknowledges and agrees that such notice on title, or the clauses as written directly below, shall be included in all agreements of purchase and sale and lease agreements to inform prospective purchasers and tenants of these matters. The notice on title shall include, but not be limited to, the following:

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.”

17. **Geotechnical Investigation**

The Owner acknowledges and agrees that it shall retain the services of a geotechnical engineer, licensed in the Province of Ontario, to ensure that the recommendations of the Geotechnical Investigation (the “Report”), referenced in Schedule “E” herein, are fully implemented. The Owner further acknowledges and agrees that it shall provide the General Manager, Planning, Development and Building Services with confirmation issued by the geotechnical engineer that the Owner has complied with all recommendations and provisions of the Report, prior to construction of the foundation and at the completion of the Works, which confirmation shall be to the satisfaction of the General Manager, Planning, Development and Building Services.

18. **Geotechnical – Encroachments**

The Owner acknowledges and agrees that the Geotechnical Investigation (the “Report”), referenced in Schedule “E” herein, has recommended a method of shoring that may encroach onto the adjacent property or onto the City’s Stittsville Main Street right-of way. The Owner acknowledges and agrees that it shall be required to obtain the approval of the adjacent property owner and/or receive municipal consent for any Works within the said Road, prior to the installation of any encroachments. The Owner acknowledges and agrees that for encroachments within the said Road, the Owner shall ensure that there will be no conflicts between the proposed shoring method and the municipal services or utilities in the said Road.

19. **Record of Site Condition**

Prior to the issuance of any building permit, the Owner shall submit to the General Manager, Planning, Development and Building Services, 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, Development and Building Services.

20. **Groundwater Management**

The Owner acknowledges and agrees to retain an environmental consultant to test groundwater to be removed from the site during and after redevelopment. If through further testing the groundwater samples are found to be contaminated, all contaminated groundwater must be removed, managed or treated in accordance with appropriate Ontario regulations and/or discharged in accordance with the City’s Sewer Use By-Law, being By-law No. 2003-514, as amended.



21. **Protection of City Sewers**

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

- (i) provide the General Manager, Planning, Development and Building Services with the engineering report from a Professional Engineer, licensed in the Province of Ontario, which report shall outline the impact of the proposed building's footing and foundation walls, on the City sewer system, that crosses the Stittsville Main Street frontages (the "City Sewer System") and the impact of the existing City Sewer System on the building's footing and foundation walls;
- (ii) obtain a legal survey acceptable to the General Manager, Planning, Development and Building Services and the City's Surveyor, showing the existing City Sewer System within Stittsville Main Street and the location of the proposed building and its footings in relation to the City Sewer System;
- (iii) obtain a video inspection of the City Sewer System within Stittsville Main Street 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, Development and Building Services.

(b) Upon completion of construction on the lands, the Owner shall, at its expense and to the satisfaction of the General Manager, Planning, Development and Building Services:

- (i) obtain a video inspection of the existing City Sewer System within Stittsville Main 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 Main Street and compensate the City for the full amount of any required repairs to the City Sewer System.

22. **Stormwater Management Memorandum**

Prior to registration of this Agreement, the Owner acknowledges and agrees to provide the General Manager, Planning, Development and Building Services, with a memorandum prepared by a Professional Engineer, licensed in the Province of Ontario, confirming that the designed roof-top scuppers and associated spill point elevations will be set equivalent to the top of the control weir of the approved roof drain elevation(s). The Owner further acknowledges and agrees that said memorandum shall be to the satisfaction of the General Manager, Planning, Development and Building Services, and all associated costs shall be the Owner's responsibility.

23. **Stormwater Works Certification**

Upon completion of all stormwater management Works, the Owner acknowledges and agrees to retain the services of a Professional Engineer, licensed in the Province of Ontario, to ensure that all measures have been implemented in conformity with the approved Plans and Reports, referenced in Schedule “E” herein. The Owner further acknowledges and agrees to provide the General Manager, Planning, Development and Building Services with certificates of compliance issued by a Professional Engineer, licensed in the Province of Ontario, confirming that all recommendations and provisions have been implemented in accordance with the approved Plans and Reports referenced in Schedule “E” herein.

24. **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 Servicing & Stormwater Management Report, 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.

25. **Off-site Contamination Agreement**

The Owner agrees to, within six months of registration of the Site Plan Agreement, enter into an Off-Site Management Agreement with the City to address the City’s concerns with respect to the off-site contaminants from the subject lands. The Owner acknowledges and agrees that no securities shall be released until such time as the Off-Site Management Agreement has been fully executed by the Owner and the City, to the satisfaction of the City Solicitor, Legal Services.

26. **Human Health and Ecological Risk Assessment**

Prior to the issuance of a building permit, the Owner acknowledges and agrees that it shall have a qualified person, as defined by the Environmental Protection Act, R.S.O. 1990, c. E.19, as amended, complete a Human Health and Ecological Risk Assessment (“HHERA”) following the completion of required remediation Works, should it be determined that not all contamination was able to be removed from the site. The Owner further acknowledges and agrees that the HHERA shall be completed in accordance with Ontario Regulation 153/04: Records of Site Condition – Part XV.1 of the Act and must demonstrate that there is no risk to future site users resulting from the proposed development, all of which shall be to the satisfaction of the General Manager, Planning, Development and Building Services.

27. **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.

28. **Private Storm Sewer Connection to City Sewer System**

The Owner acknowledges and agrees that any new storm sewers to be installed as part of this development shall not be connected to the City's existing storm sewer system until such time as either:

- (a) a certificate of conformance and As-built Drawings have been received from a Professional Engineer, licensed in the Province of Ontario, certifying that all required inlet control devices have been properly installed to City Standards or Specifications, and that the storm sewer system has been installed in accordance with the approved engineering drawings for site development and City Sewer Design Guidelines. The inlet control devices shall be free of any debris; or
- (b) a flow limiting orifice plate, designed by a Professional Engineer licensed in the Province of Ontario and to the satisfaction of the City, has been installed at the storm water outlet prior to connecting any upstream storm sewers. Such orifice plate shall not be removed until subsection (a) above has been satisfied and approved by the General Manager, Planning, Development and Building Services.

29. **Watermain Frontage Fees**

The Owner acknowledges and agrees that watermain frontage fees apply to this site and that they shall be required to pay the amount indicated in Schedule C of the Financial Schedule of the Site Plan Agreement, to the satisfaction of the General Manager, Planning, Development and Building Services.

30. **Use of Explosives and Pre-Blast Survey**

The Owner acknowledges and agrees that all blasting activities will conform to the City's Standard S.P. No. F-1201 entitled Use of Explosives, as amended. Prior to any blasting activities, a pre-blast survey shall be prepared as per S.P. No. F-1201, at the Owner's expense, for all buildings, utilities, structures, water wells and facilities likely to be affected by the blast based on the location where explosives are to be used. In particular, a pre-blast survey shall be completed in accordance with Table 1 of S.P. No. F-1201. The standard inspection procedure shall include the provision of an explanatory letter to the owner or occupant and owner with a formal request for permission to carry out an inspection.

31. **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.

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 those elements which are to be located in the City’s Stittsville Main Street right-of-way, as shown on the approved Landscape Plan and Site Plan referenced in Schedule “E” herein, including all plant and landscaping material (except municipal trees), decorative paving, street furnishings, and additional elements associated with the commercial patio. 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. **Commercial Patio in the Right-of-Way**

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.

34. **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.

35. **Waste Collection**

(a) Residential Units

The Owner acknowledges and agrees that residential cart (and/or container) garbage, recycling, and organic waste collection will be provided by the City from a centralized refuse room or area. The Owner shall provide, at its own expense, adequate storage for the containers and carts and acknowledges it is recommended that they be placed on a concrete floor. The Owner shall provide an adequately constructed road for direct access to the garbage/recycling/organic waste storage room or area suitable for garbage/recycle/organic waste collection vehicles. Any additional services (i.e. winching of containers) may result in extra charges. It is expressly acknowledged that this service may be amended or discontinued at the City's sole discretion, if in the City's opinion, access is not appropriate or due to policy/process changes within the operating department.

(b) Non-Residential/Commercial Units

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.

36. **Cash-In-Lieu of Conveyance of Parkland**

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 6 funds. The Owner shall also pay the parkland appraisal fee of \$820.00 plus H.S.T. of \$106.60, as referenced in Schedule "B" herein.

37. **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 centreline of pavement/the abutting right-of-way. The exact widening must be determined by legal survey. The Owner shall provide a reference plan for registration, indicating the widening, to the City Surveyor for review and approval prior to its deposit in the Land Registry Office. Such reference plan must be tied to the Horizontal Control Network in accordance with the municipal requirements and guidelines for referencing legal surveys. The Owner acknowledges and agrees to provide an electronic copy of the Transfer and a copy

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

38. **Access Easement to City**

The Owner acknowledges and agrees it shall grant to the City, at the Owner's expense, a Blanket Easement over the lands, with the right and licence of free, uninterrupted, unimpeded and unobstructed access to the City to enter on and to pass at any and all times, on, over, along and upon the lands with or without vehicles, supplies, machinery and equipment for all purposes necessary or convenient to construct, maintain, repair and replace the Private Watermains, Private Service Posts and fire hydrants at the Owner's expense. The Owner acknowledges and agrees that notwithstanding the rights granted to the City under the grant of easement, the Owner remains responsible at all times for the maintenance, inspection, alteration, repair, replacement and reconstruction of the utility in the said lands during their term of use. The Owner acknowledges and agrees to provide an electronic copy of the Transfer of Easement prior to the execution of this Agreement by the City, to the satisfaction of the City Solicitor. All costs shall be borne by the Owner.

39. **Notice on Title – School Accommodation**

The Owner acknowledges and agrees that a notice shall be registered on title to the subject lands, at the Owner's expense. The Owner further acknowledges and agrees that such notice on title, or the clauses as written directly below, shall be included in all agreements of purchase and sale and lease agreements to inform prospective purchasers and tenants of these matters. The notice on title shall include, but not be limited to, the following:

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 themselves, their heirs, executors, administrators, successors and assigns, acknowledges being advised that the Ottawa-Carleton District School Board has pupil accommodation concerns for this dwelling unit. The purchaser/lessee agrees to inform prospective purchasers or tenants in all subsequent agreements of purchase and sale and lease agreements that school accommodation pressures exist in the Ottawa-Carleton District School Board, which are currently being addressed by the utilization of portable classrooms and/or by directing students to school outside their community."

"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."

40. **Permanent Encroachment Agreement**

The Owner acknowledges and agrees to enter into a permanent Encroachment Agreement to permit the encroachment of the canopy to be constructed within the City's Stittsville Mainstreet right-of-way. The Owner shall, at its expense, provide a reference plan for registration, indicating the approved encroachments, and the Owner shall submit the draft reference plan to the City's Surveyor for review and approval prior to its deposit in the Land Registry Office. The Owner further acknowledges and agrees that the cost of preparation and registration of the Encroachment Agreement will be borne by the Owner.

41. **Letter of Tolerance – Right-of-Way**

The Owner shall, within two weeks of Site Plan Control Approval, file with the General Manager, Planning, Development and Building Services a copy of the letter of tolerance issued by the Right-of-Way Unit for the encroachment of the canopy to be constructed within the City's Stittsville Main Street right-of-way, as shown on the approved Site Plan, referenced in Schedule "E" herein.

December 19, 2024

\_\_\_\_\_  
Date



\_\_\_\_\_  
Kersten Nitsche, MCIP RPP  
Manager (A), Development Review  
West, Planning, Development and  
Building Services Department

Enclosure: Site Plan Control Application approval – Supporting Information



## SITE PLAN CONTROL APPROVAL APPLICATION SUPPORTING INFORMATION

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**File Number:** D07-12-24-0093

### SITE LOCATION

1518-1526 Stittsville Main St., and as shown on Document 1.

### SYNOPSIS OF APPLICATION

The subject site, municipally known as 1518, 1524, and 1526 Stittsville Main Street is located on the west side of Stittsville Main Street and south of Abbott Street West, and immediately abuts a portion of the TransCanada Trail (Carleton Place Rail Corridor) to the north. The site is approximately 4,759 square metres in area and has 47.93 metres of frontage along Stittsville Main Street. The site is currently vacant, undeveloped land consisting of a gravel parking area. Surrounding land uses consist of predominantly low-rise commercial uses to the east and south, the TransCanada Trail to the north and east, and low-rise residential and institutional uses to the west.

Site plan approval was previously granted for the subject site (File No. D07-12-20-0167) for a four-storey, 33-unit apartment building, and a two-storey mixed use commercial building with ground floor restaurant/patio and second floor office space. The previous proposal included 77 parking spaces, with 35 spaces provided in an underground parking garage and 44 surface parking spaces. The proposal was revised to remove the underground parking garage and expand the surface parking area, with a corresponding reduction in the total number of parking spaces and the size of the residential apartment building.

The revised development includes a two-storey mixed use commercial building along Stittsville Main Street with restaurant uses at grade and an office on the second storey; and a four-storey, 27-unit residential building at the rear. The proposed development will provide 67 parking spaces in a surface parking lot, and 17 bicycle parking spaces. A commercial patio is proposed within the Stittsville Main Street right-of-way for use by the restaurant use; the applicant is aware that a right-of-way patio permit is required to operate the patio on public property.

At the time of the previous approval, there was extensive discussion with the City's Corporate Real Estate Office (CREO) regarding required setback from the TransCanada Trail corridor immediately abutting the site. CREO 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 Federation of Canadian Municipalities and the Railway Association of Canada (FCM-RAC). 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 discussed the request with CREO at that time to understand the intent, but it determined that the request conflicted 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.

A new Official Plan has come into effect since the time of the original approval which provides direction for new development on lands adjacent to Protected Transportation Corridors, such as the TransCanada Trail. Policy 21(b) of Section 4.1.2 states that the corridors where there is no reasonable prospect of rail freight resuming are not required to provide the setbacks recommended in the FCM-RAC guidelines. Transportation Planning staff have confirmed that the subject protected transportation corridor has no reasonable prospect of rail freight resuming. Further, the proposed development presents a good relationship between the proposed mixed-use building and the TransCanada 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.

### **Residential Units and Types**

<b>Dwelling Type</b>	<b>Number of Units</b>
Apartment	27

### **Related Applications**

The following applications are related to this proposed development:

- Site Plan Control (Complex) – D07-12-20-0167

### **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 generally consistent with the Stittsville Main Street Public Realm Plan. The proposed development is compatible with surrounding land uses and contributes to an enhanced public realm along Stittsville Main Street.
- The proposal is in compliance with all applicable zoning provisions including the provisions of the TM9[2272] H(15) (Traditional Mainstreet, Subzone 9, Urban Exception 2272, Maximum Height 15 Metres) zoning.
- All technical issues have been resolved to the satisfaction of the City, through approved drawings or inclusion of conditions.
- Conditions of approval have been included to ensure the proposed development conforms to City policies and guidelines.

- The proposed site design represents good planning.

## **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 Glen Gower 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 were public comments received online and staff considered these comments.

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

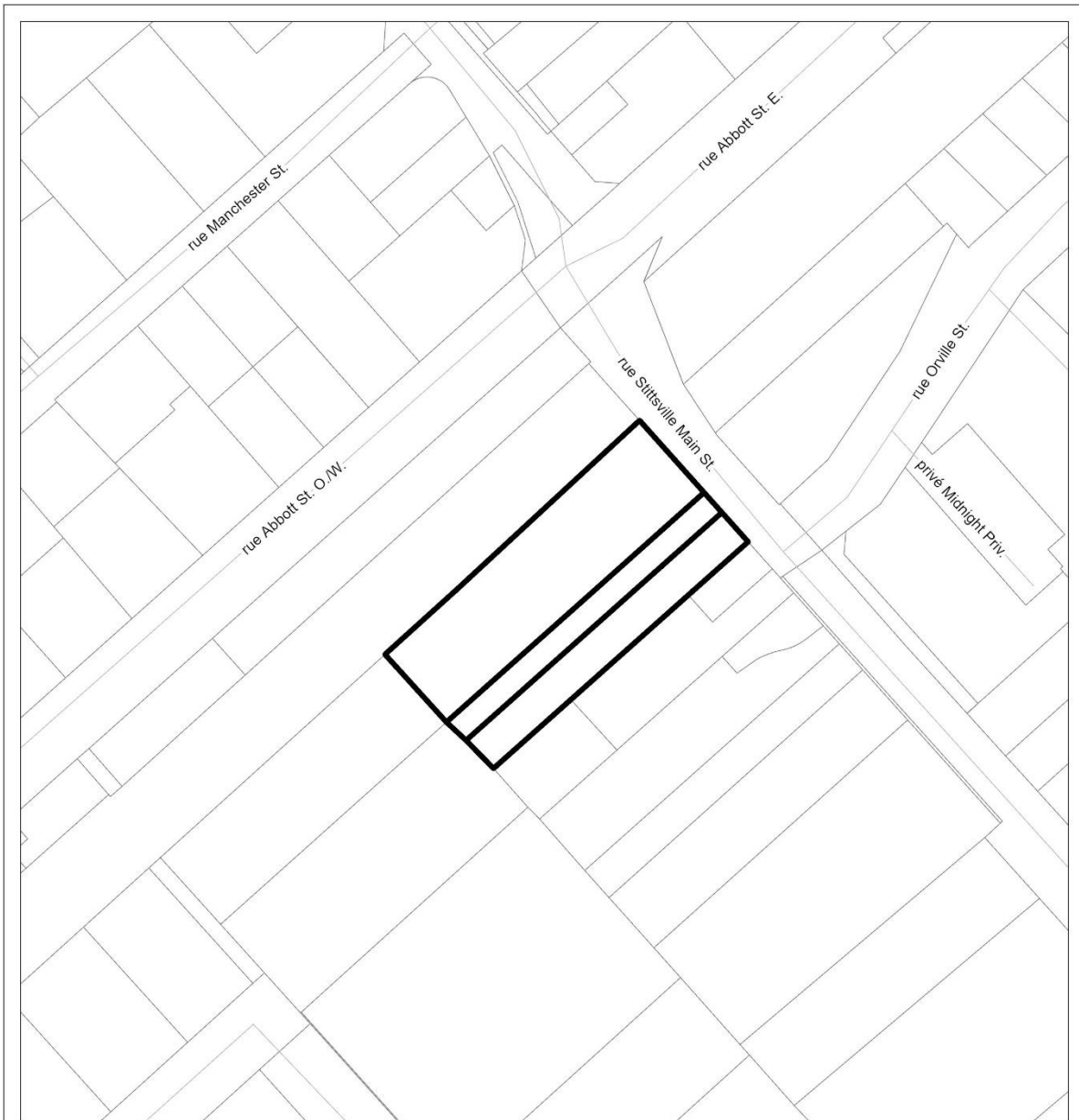
All technical agency correspondence was forwarded to the applicant, and the applicant was advised to contact technical agencies directly for additional information and requirements.

## **APPLICATION PROCESS TIMELINE STATUS**

This Site Plan application was not processed by the On Time Decision Date due to the complexity of issues associated with the conditions of approval.

**Contact:** Colette Gorni Tel: 613-580-2424, ext. 21239 or e-mail: Colette.Gorni@ottawa.ca

# Document 1 – Location Map



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

D07-12-24-0093

24-0968-R

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**1518, 1524, 1526 rue Stittsville Main Street**

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REVISION / RÉVISION - 2024 / 08 / 29



NOT TO SCALE