



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

Site Location: 2300 Bank Street

File No.: D07-12-25-0171

Date of Application: December 19, 2025

This SITE PLAN CONTROL application submitted by Robert Wells, on behalf of Trinity Development Group Inc, is APPROVED pursuant to conditions of the conditions stated in this report

And the following plans are approved:

1. **Site Plan**, 2300 Bank Street, A0.1, prepared by nicholascaragianisarchitect inc. , dated September 2025, revision 10, dated 2026-04-13.
2. **Site Servicing Plan**, 2300 Bank, Street, C-1, prepared by DB Gray Engineering Inc., dated Dec 15-25, revision 3, dated Apr 9-26.
3. **Drainage Plan**, 2300 Bank, Street, C-6, prepared by DB Gray Engineering Inc., dated Dec 15-25, revision 3, dated Apr 9-26.
4. **Erosion & Sediment Control Plan Plan**, 2300 Bank, Street, C-4, prepared by DB Gray Engineering Inc., dated Dec 15-25, revision 3, dated Apr 9-26.
5. **Existing Conditions, Removals & Abandonment Plan**, 2300 Bank, Street, C-2, prepared by DB Gray Engineering Inc., dated Dec 15-25, revision 3, dated Apr 9-26.
6. **Grading Plan**, 2300 Bank, Street, C-3, prepared by DB Gray Engineering Inc., dated Dec 15-25, revision 3, dated Apr 9-26.
7. **Notes & Details**, 2300 Bank, Street, C-5, prepared by DB Gray Engineering Inc., dated Dec 15-25, revision 3, dated Apr 9-26.
8. **Landscape Plan**, 2300 Bank Street, L1.01, prepared by Levstek Consultants, dated Nov. 2025, revision 1, dated Apr. 13, 26
9. **Landscape Plan – Soil Volume Data Layer**, 2300 Bank Street, L1.01B, prepared by Levstek Consultants, dated Nov. 2025, revision 2, dated Apr. 13, 26
10. **Landscape Details**, 2300 Bank Street, L2.01, prepared by Levstek Consultants, dated Nov. 2025, revision 2, dated Apr. 13, 26
11. **Tree Conservation Report**, 2300 Bank Street, L1.02, prepared by Levstek Consultants, dated Nov. 2025, revision 2, dated Apr. 13, 26

And as detailed in the following report(s):

1. **Grading & Site Servicing Plan Review Memo**, 2300 Bank Street, File PG7467-MEMO.02, prepared by Paterson Group, dated April 14, 2026.
2. **Site Servicing & Stormwater Management Report**, 2300 Bank Street, prepared by DB Gray Engineering Inc., dated December 17, 2025, Revised April 9, 2026.

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

Requirements

1. The Owner shall submit a certificate of insurance in a form satisfactory to the City. The certificate of insurance must be issued in favor of the City of Ottawa in an amount not less than five million dollars per occurrence, must contain an endorsement naming the City as an additional insured and an unconditional thirty days notice of any material change or cancellation of the policy.

GENERAL CONDITIONS

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.

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.

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.

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.

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.

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.

Development Charges

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

Demolition Permit

The Owner acknowledges and agrees to obtain a Demolition Permit for the dwelling/building currently located on the property, and to remove said dwelling/building. A Demolition Permit shall not be issued prior to the payment of any applicable fees and securities, and any other requirements to the satisfaction of the General Manager, Planning, Development and Building Services.

Special Conditions

1. 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 Department, 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 Department, 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 Department, 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 Department.

2. Private Approach Detail

The Owner agrees that all private approaches, including temporary construction access to the subject lands, shall be designed and located in accordance with and shall comply with the City's Private Approach By-Law, being By-law No. 2003-447, as amended, and shall be subject to approval of the General Manager, Planning, Development and Building Services.

and

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.

3. 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 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, 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.

4. **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.

5. **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.

6. **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 and 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.

7. **Water Demand for Fire Fighting**

The Owner acknowledges and agrees that the City's boundary conditions were provided for the subject development site setting out the available municipal water supply. The Owner further acknowledges and agrees that prior to building permit issuance, a letter shall be prepared by a qualified Building Code professional, licensed in the Province of Ontario, and provided to the General Manager, Planning, Development and Building Services confirming the plans submitted for building permit issuance have incorporated any and all requirements of the Fire Underwriters Survey, 2020, or as amended, to achieve the low construction coefficient used within the proposed building design.

8. **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.

9. **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 Daze Road right-of-way, as shown on the approved Site Plan referenced in Schedule "E" herein, including all plant and landscaping material (except municipal trees), and concrete steps and directional signage. 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.

10. **Waste Collections**

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.

11. **Corner Triangle**

Prior to registration of this Agreement, the Owner acknowledges and agrees to convey to the City, at no cost to the City, two mostly unencumbered overlapping corner triangles measuring 5 metres x 15 metres at the intersection of Bank Street and Daze Street. It is acknowledged that the existing parking space #2, that is to remain, encroaches very slightly into the corner triangle. The exact location and area of the corner triangle must be determined by legal survey. The Owner shall

provide a reference plan for registration, indicating the corner triangle, to the City Surveyor for review 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.

12. **Road Widening**

The Owner acknowledges that an unencumbered road widening across the complete Bank Street frontage of the lands was conveyed to the City and is shown on plan 4R-11371. The Right-of-Way from centreline is dimensioned at 20m.

AGENCIES

13. **Rideau Valley Conservation Authority**

The Owner acknowledges and agrees to obtain any required approvals and/or permits from the Rideau Valley Conservation Authority prior to the commencement of site works. The Owner acknowledges and agrees to file copies of such approvals and/or permits with the General Manager, Planning, Development and Building Services.

14. **Ottawa Macdonald-Cartier International Airport – Zoning Regulations**

The Owner acknowledges and agrees that the Ottawa Macdonald-Cartier International Airport Zoning Regulations (AZR) apply to temporary construction equipment, such as cranes. The Owner further acknowledges and agrees that if a crane is intended for use on the site, the Owner will notify Transport Canada in Toronto a minimum of ninety (90) days in advance to determine if it will cause a safety hazard to pilots maneuvering in the area.

15. **Ottawa Macdonald-Cartier International Airport – Bird Attractions**

The Owner acknowledges and agrees that there will not be any present or future action, nor development undertaken, that may result in any bird attraction conditions and therefore a hazard to aircraft flying in the area. The Owner further acknowledges and agrees to maintain the site in a clean state and that any litter on the lands will be removed expeditiously. The Owner acknowledges and agrees to provide enclosed garbage areas and covered containers as shown on the approved site and landscape plans, referenced in Schedule “E” herein.

The Owner acknowledges and agrees to only place on the lands plant/vegetation species that are not attractive as a food source to birds. If bird activity increases as a result of this development, the Owner shall be prepared to implement mitigation measures to address this operational hazard.

July 14, 2026

Date

A handwritten signature in blue ink, reading "G Wildman", is positioned above a horizontal line.

Geraldine Wildman
Manager, Development Review South,
Planning, Development and Building
Services Department

Enclosure: Site Plan Control Application approval – Supporting Information

SITE PLAN CONTROL APPROVAL APPLICATION SUPPORTING INFORMATION

File Number: D07-12-25-0171

SITE LOCATION

2300 Bank Street, and as shown on Document 1.

SYNOPSIS OF APPLICATION

- The site currently contains a vacant former bank building and drive-through and is located at the south-west corner of Bank and Daze Street, surrounded by commercial development.
- A residential community is located on the east side of Bank Street.
- The proposal is to repurpose the existing building for a new drive-through restaurant. Vehicular access will remain as it is with a right-in, right-out only from Bank Street and full access from Daze Street.
- Thirteen vehicular parking spaces and 2 bike parking spaces will be provided, and the drive-through lane will be re-designed to accommodate up to 11 vehicles.

Related Applications

N/A

DECISION AND RATIONALE

This application is approved for the following reasons:

- The development will provide a new local service in place of a vacant building, which is desirable from a planning perspective.
- The proposal is in conformity with the Official Plan and Zoning By-law.
- The conditions of approval are standard for this type of development.
- The proposed site design represents proper planning.

PARKLAND DEDICATION

Parkland dedication, in accordance with By-law 2022-280, is not applicable to this development.

CONSULTATION DETAILS

Councillor's Comments

Councillor Jessica Bradley indicated the following comments:

"While I concur with the proposed development, I want to recognize the transportation and road safety concerns that have been raised by both residents and our office. Staff are aware of the comments shared during our meeting, including the importance of maintaining a high level of visibility and safety as additional traffic is introduced to the area.

I appreciate that staff are looking at opportunities to enhance safety, including additional cycling measures along Bank Street at the site entrance and enhanced signage reinforcing the prohibition on straight-through movements from Cahill onto Dazé. I believe these improvements will help reduce conflicts between vehicles, cyclists, and pedestrians.

I also encourage ongoing monitoring of traffic operations following occupancy, particularly with respect to drive-thru queueing, illegal straight through movements, U-turn activity, and impacts on the surrounding road network. Should these issues arise, I would encourage staff to consider appropriate mitigation measures to ensure the safety of all road users."

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.

Technical Agency/Public Body Comments

Comments were received from technical agencies and were provided to the Applicant.

APPLICATION PROCESS TIMELINE STATUS

This Site Plan application was processed by the On Time Decision Date. The Council approved timeline **has been met.**

Contact: Tracey Scaramozzino Tel: 613-580-2424, ext. 12545 or e-mail: tracey.scaramozzinooottawa.ca

Document 1 – Location Map

