

**SITE PLAN CONTROL APPROVAL APPLICATION  
DELEGATED AUTHORITY REPORT  
MANAGER, DEVELOPMENT REVIEW, SUBURBAN SERVICES**

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Site Location: 44 Iber Road

File No.: D07-12-17-0146

Date of Application: November 8, 2017

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This SITE PLAN CONTROL application submitted by Fotenn Consultants Inc., on behalf of Huntington Properties, is APPROVED as shown on the following plan(s):

1. **Site Plan**, Drawing No. A100, prepared by Lawrence Architect Inc., dated September 29, 2016, revision 4 dated November 19, 2018.
2. **Elevations**, Drawing No. A400, prepared by Lawrence Architect Inc., dated September 29, 2016, revision 4 dated November 19, 2018.
3. **Tree Conservation Report & Landscape Plan**, Drawing No. L.1, prepared by James B. Lennox & Associates Inc., dated May 2017, revision 5 dated October 22, 2018.
4. **Erosion Control Plan 44 Iber Road (46 Iber Road)**, Drawing No. EC-1, prepared by DSEL, dated April 2019, revision 8 dated April 23, 2019.
5. **Existing Conditions Plan 44 Iber Road (46 Iber Road)**, Drawing No. EX-1, prepared by DSEL, dated April 2019, revision 8 dated April 23, 2019.
6. **Grading Plan 44 Iber Road (46 Iber Road)**, Drawing No. GP-1, prepared by DSEL, dated April 2019, revision 8 dated April 23, 2019.
7. **Site Servicing Plan 44 Iber Road (46 Iber Road)**, Drawing No. SSP-1, prepared by DSEL, dated April 2019, revision 8 dated April 23, 2019.
8. **Stormwater Management Plan 44 Iber Road (46 Iber Road)**, Drawing No. SWM-1, prepared by DSEL, dated April 2019, revision 8 dated April 23, 2019.

And as detailed in the following report(s):

1. **Site Servicing Study and Stormwater Management Report**, Project No. 16-900, prepared DSEL, revision 8 dated April 2019.

2. **Site Lighting Plan and Photometric Study**, Project No. 2018-298, prepared by Goodkey, Weedmark & Associates Limited, dated April 19, 2018.
3. **Phase One Environmental Site Assessment**, File No. 202958.001, prepared by Pinchin Ltd., dated February 2, 2018.
4. **Geotechnical Investigation**, Report No. PG4089-1, prepared by Paterson Group, dated April 27, 2017.
5. **Geotechnical Response to City Comments**, Proposed Commercial Development, 46 Iber – Ottawa, prepared by Paterson Group, File No.: PG4089-MEMO.01, dated January 30, 2018.
6. **Grading Plan Review**, Proposed Commercial Development, 46 Iber – Ottawa, prepared by Paterson Group, File No.: PG4089-MEMO.02, dated January 30, 2018.
7. **Geotechnical Response to City Comments**, Proposed Commercial Development, 46 Iber – Ottawa, prepared by Paterson Group, File No.: PG4089-MEMO.03, dated June 1, 2018.
8. **Geotechnical Response to City Comments**, Proposed Commercial Development, 44 Iber – Ottawa, prepared by Paterson Group, File No.: PG4089-MEMO.04, dated June 21, 2018.
9. **Geotechnical Response to City Comments**, Proposed Commercial Development, 46 Iber – Ottawa, prepared by Paterson Group, File No.: PG4089-MEMO.05, dated September 10, 2018.
10. **Geotechnical Response to City Comments**, Proposed Stormwater Management Pond (SWMP – Wetland, 44 Iber – Ottawa, prepared by Paterson Group, File No.: PG4089-MEMO.06, dated January 7, 2019.
11. **Iber Road Property Limited Letter Regarding Acknowledgement of Lack of Cover on Private Sanitary Sewer**, 44 Iber Road, dated June 11, 2018.

And subject to the following Standard and Special Conditions:

### **Standard Conditions**

#### **1. Site Plan 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, the approval shall lapse.

2. **Permits**

The Owner shall obtain such permits as may be required from Municipal or Provincial authorities and shall file copies thereof with the General Manager, Planning, Infrastructure and Economic Development Department.

3. **Barrier Curbs**

The Owner acknowledges and agrees that the parking areas and entrances shall have barrier curbs and shall be constructed in accordance with the approved drawings of a design professional, such drawings to be approved by the General Manager, Planning, Infrastructure and Economic Development Department.

4. **Water Supply for Fire Fighting**

The Owner shall provide adequate water supply for fire fighting for every building. Water supplies may be provided from a public water works system, automatic fire pumps, pressure tanks or gravity tanks.

5. **Reinstatement of City Property**

The Owner shall reinstate, at its expense and to the satisfaction of the General Manager, Planning, Infrastructure and Economic Development Department, any property of the City, including, but not limited to, roads, sidewalks, curbs and boulevards, which is damaged as a result of the subject development.

6. **Construction Fencing**

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

7. **Completion of Works**

The Owner acknowledges and agrees that no new building shall be occupied on the lands, nor will the Owner convey title to any building until all requirements with respect to completion of the Works as identified in this Agreement have been carried out and received Approval by the General Manager, Planning, Infrastructure and Economic Development Department, 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, conveyance and/or occupancy of a lot or structure may otherwise be permitted, if in the sole opinion of the General Manager, Planning, Infrastructure and Economic Development Department, the aforesaid Works are proceeding satisfactorily toward completion. The Owner shall obtain the prior consent of the

General Manager, Planning, Infrastructure and Economic Development Department for such conveyance and/or occupancy in writing.

**8. Joint Use and Maintenance Agreement**

- a) The Owner acknowledges and agrees that should the site be severed in the future, that it shall ensure that the future Owner of the freehold units shall enter into a Joint Use and Maintenance Agreement which shall be binding upon the owners and all subsequent purchasers to deal with the joint use, maintenance and liability of the common elements, including but not limited to a private roadway and concrete sidewalks; common grass areas; common party walls, exterior walls; common structural elements such as the roof, foundations; common parking areas; and watermain for the mutual benefit and joint use of the owners; and any other elements located in the common property; and the private Agreement shall be filed with the General Manager, Planning, Infrastructure and Economic Development Department.
- b) The Owner shall file with the General Manager, Planning, Infrastructure and Economic Development Department, an opinion from a solicitor authorized to practice law in the Province of Ontario that the private Agreement is binding upon the owners of the land and all subsequent purchasers to deal with the matters referred to in Paragraph a).
- c) The Joint Use, Maintenance and Liability Private Agreement shall be registered on the Owner's land at no cost to the City, and a copy shall be provided to the City.

**Special Conditions**

**9. Exterior Elevations Drawings**

The Owner acknowledges and agrees to construct the proposed building in accordance with the approved Elevations, referenced in Schedule "E" herein. The Owner further acknowledges and agrees that any subsequent proposed changes to the approved Elevations Plans shall be filed with the General Manager, Planning, Infrastructure and Economic Development 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.

**10. 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.

## **11. Permit To Take Water (PTTW)**

If required, the Owner acknowledges and agrees to obtain an approved temporary Permit to Take Water application from the Ministry of the Environment, Conservation and Parks in accordance with *O. Reg. 387/04 Water Taking and Transfer pursuant to Section 34 of the Ontario's Water Resources Act, R.S.O. 1990, c.o.40* prior to starting the project to the satisfaction of the General Manager, Planning, Infrastructure and Economic Development.

## **12. 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 and Climate Change 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.

### **13. 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, Infrastructure and Economic Development Department, 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.

### **14. Inlet Control Devices (ICDs)**

The Owner acknowledges and agrees to install and maintain in good working order the required in-ground stormwater inlet control devices, as recommended in the approved Site Servicing Study 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. The inlet control devices shall not be removed under any condition.

### **15. 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 and Private Service Posts 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 Clerk and Solicitor. All costs shall be borne by the Owner.

#### **16. 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 Fire Department when requested.

#### **17. Re-Grading and Maintenance of Ditch**

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

- a) Obtain utility clearances prior to the re-grading of any ditch;
- b) Obtain approval from the City's Surface Water Management Services Branch, Municipal Drainage Unit if the grade of any ditch bottom is to change; and
- c) Maintain a grass cover within the road allowance(s) of Iber Road abutting the subject lands, to the satisfaction of the General Manager, Planning, Infrastructure and Economic Development Department.
- d) Conduct regular inspections and maintain positive drainage in the ditch to prevent blockages from occurring.

#### **18. Pressure Reducing Valve**

The Owner acknowledges and agrees that, in accordance with the approved Site Servicing and Stormwater Management Report, referenced in Schedule "E" herein, water pressure at the water meter is calculated to vary from 592 kPa to 610 kPa (86 to 88 psi). Since it is calculated that the water pressure will exceed the maximum pressure constraint of 552 kPa (80 psi), the Owner acknowledges and agrees to install, at the Owners expense, pressure reducing valves (PRVs) on all water service laterals as part of the building plumbing.

**19. Requirement for a Grease Trap**

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

**20. Site Dewatering**

The Owner acknowledges and agrees that while the site is under construction, any water discharged to the sanitary sewer due to dewatering shall meet the requirements of the City's Sewer Use By-law No. 2003-514, as amended.

**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 (the "Report"), referenced in Schedule "E" herein, are fully implemented. The Owner further acknowledges and agrees that it shall provide the General Manager, Planning, Infrastructure and Economic Development Department with confirmation issued by the geotechnical engineer that the Owner has complied with all recommendations and provisions of the Report, prior to construction of the foundation and at the completion of the Works, which confirmation shall be to the satisfaction of the General Manager, Planning, Infrastructure and Economic Development Department.

**22. Slope Stability**

The Owner(s) shall have a Professional Structural Engineer and a Soils Engineer, licensed in the Province of Ontario to inspect and confirm the constructed retaining walls have been constructed in accordance with the approved Retaining Wall Plan.

**23. Soil Management**

The Owner acknowledges and agrees to retain an environmental consultant to identify areas on the subject lands where excess soils, fill and/or construction debris will be removed. If through further testing any of these materials are found to be contaminated, the Owner acknowledges and agrees to dispose, treat or recycle these materials at a waste disposal site or landfill licensed for that purpose by the Ministry of the Environment and Climate Change.

**24. Professional Engineering Inspection**

The Owner shall have competent Professional Engineering inspection personnel on-site during the period of construction, to supervise the Works, and the General Manager, Planning, Infrastructure and Economic Development 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, Infrastructure and Economic Development 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, Infrastructure and Economic Development Department, may order all Work in the project to be stopped, altered, retested or changed to the satisfaction of the General Manager, Planning, Infrastructure and Economic Development Department.

## **25. 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 Site Servicing Study and Stormwater Management Report, referenced in Schedule "E" herein. The Owner further acknowledges and agrees to provide the General Manager, Planning, Infrastructure and Economic Development Department 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 Site Servicing Study and Stormwater Management Report, referenced in Schedule "E" herein.

## **26. Protection of City Sewers**

- a) Prior to the issuance of a building permit, the Owner shall, at its expense:
  - i. obtain a video inspection of the City Sewer Systems within Iber Road 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, Infrastructure and Economic Development Department.
- b) Upon completion of construction on the lands, the Owner shall, at its expense and to the satisfaction of the General Manager, Planning, Infrastructure and Economic Development Department:
  - ii. obtain a video inspection of the existing City Sewer Systems within Iber Road and to determine if the City Sewer System sustained any damages as a result of construction on the lands; and
  - iii. assume all liability for any damages caused to the City Sewer Systems within Iber Road and compensate the City for the full amount of any required repairs to the City Sewer System.

## **27. Private Storm Sewer Connection to City Sewer System**

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

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

## **28. Existing Iber Road Culvert to be Evaluated**

The Owner acknowledges and agrees that the existing private approach culvert is required to be evaluated by the City prior to excavation to determine if the condition of the culvert warrants replacement as part of the proposed Works. The culvert shall be replaced as required at the sole expense of the owner.

## **29. Consent to Enter**

Prior to Registration the Owner acknowledges and agrees to obtain a consent to enter from the Corporate Real Estate Office to allow for the proposed grade modifications on the adjacent City owned lands know as 34 Iber Road.

## **30. Stormwater Management Modified Constructed Wetland**

The Owner acknowledges and agrees that the stormwater management modified constructed wetland within the subject lands, shown on the Plans, referenced in Schedule "E" herein, is private and is solely responsible for the operation and maintenance of the facility in perpetuity. Any future improvements or modifications to the facility determined to be necessary by the local Conservation Authority and/or the City shall be at the cost of the owner.

The Owner shall, within six (6) months of signing this Agreement, develop and implement an Operation and Maintenance Plan and a Monitoring Program to ensure that the stormwater management system is functioning properly. The Owner acknowledges and agrees to develop a monitoring program to confirm the level of sediment control being accomplished and the extent of water quality being achieved

to demonstrate Mississippi Valley Conservation Authority (MVCA) water quality targets are being met.

The Owner acknowledges and agrees to be responsible for all costs related to the development of an Operation and Maintenance plan and implementing a monitoring program. The monitoring program is to be reviewed and approved by the MVCA and the City. The Owner acknowledges and agrees to implement the monitoring program for a period of five (5) years and provide annual monitoring results to the City. The Owner acknowledges and agrees to be responsible for all costs related to developing and implementing the monitoring program and for any site improvement deemed necessary to meet MVCA water quality targets.

The Owner acknowledges and agrees to conduct regular visual inspections of the stormwater management system and its components in perpetuity. A full inspection of the facility shall be completed within 48 hours after every major storm event to confirm proper functioning of the facility. Routine maintenance shall be performed to ensure facility performance is sustained and is not adversely impacting downstream City infrastructure. Any observed deficiencies must be recorded and corrected immediately. The system shall be kept in good working order and functioning properly in perpetuity. The owner further acknowledges and agrees that inspection and maintenance records/logs for the facility shall be kept on file and produced to the City upon request.

### **31. Approvals**

No construction of Works shall commence until the owner has secured an Environmental Compliance Approval (ECA) from the Ministry of Environment, Conservation and Parks.

### **32. Utility Clearance**

The Owner acknowledges and agrees to obtain all necessary utility clearances prior to construction and file copies thereof with the General Manager, Planning, Infrastructure and Economic Development.

### **33. Snow Storage and Clearing**

Further to the requirements of Clause 17 of Schedule "C" of this Agreement, the Owner acknowledges and agrees that any portion of the subject lands which is intended to be used for temporary snow storage shall not interfere with the servicing of the subject lands, impede emergency vehicles, and shall not occupy driveways, aisles, required parking spaces or any portion of a road allowance. The Owner further acknowledges and agrees that no snow storage will occur within the watercourse setback and buffer zone and agrees to ensure that snow will be removed promptly from the subject lands.

#### **34. Use of Explosives and Pre-Blast Survey**

- a) 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, structure, water wells and facilities likely to be affected by the blast, in particular, those within seventy-five (75) metres of the location where explosives are to be used. 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 (the "Notification Letter").
- b) The Owner acknowledges and agrees that the Notification Letter(s) shall be in compliance with City Standard S.P. No. F-1201 and to the satisfaction of the General Manager, Planning, Infrastructure and Economic Development Department. Pursuant to City Standard S.P. No. F-1201, the Owner or its agents, contractors and subcontractors shall provide written notice to all owners and tenants of any building and/or facility located within a minimum of one hundred and fifty (150) metres from the blasting location at a minimum of fifteen (15) business days prior to any blasting. The Owner further acknowledges and agrees that it shall provide a copy of the Notification Letter(s) to the General Manager, Planning, Infrastructure and Economic Development Department prior to any blasting activities.

#### **35. Private Approach Detail**

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.

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

The Owner acknowledges and agrees it shall obtain approval from the Chief Building Official, Building Code Services prior to installation of any signs on the subject lands. The Owner further acknowledges and agrees that any such signs shall be installed in a location to the satisfaction of the Chief Building Official, Building Code Services and the General Manager, Planning, Infrastructure and Economic Development Department, and in accordance with the City's Permanent Signs on Private Property By-law No. 2005-439, as amended.

#### **37. Tree Permit**

The Owner acknowledges and agrees that any trees to be removed shall be removed in accordance with the approved Tree Permit and/or the Tree Conservation Report referenced in Schedule "E" hereto, and in accordance with the City's Urban Tree Conservation By-law, being By-Law No. 2009-200, as amended. The Owner further

agrees that a copy of the approved Tree Permit and/or Tree Conservation Report shall be posted on the construction site at all times until Approval is granted by the City for such Works.

### 38. **Tree Protection**

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

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

June 14, 2019

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Date



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Derrick Moodie  
Manager, Development Review  
Development Review, West  
Planning, Infrastructure and Economic  
Development Department

Enclosure: Site Plan Control Application approval – Supporting Information



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

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**File Number:** D07-12-17-0146

### **SITE LOCATION**

44 Iber Road, and as shown on Document 1.

### **SYNOPSIS OF APPLICATION**

The property is located on the west side of Iber Road, approximately 350 metres south of the Hazeldean and Iber Road intersection. The site is located within the Stittsville Business Park and is surrounded by light industrial uses to the north, east and south. The Fringewood Park and Community Centre is located west of the property.

The site is currently occupied by a 20,000 square feet one-storey light industrial building. The applicant is proposing to construct a new 13,000 square feet one-storey building to the west of the existing structure that will accommodate up to six new occupancies. Loading and service areas are provided for each occupancy along the western rear building façade. The exterior of the building is to be constructed with a combination of corrugated metal paneling and glazing, with doors and windows regularly spaced along the eastern front façade. Vehicular access will be maintained from the existing private approach along the Iber Road frontage. The number of parking spaces will be increased to 127, with new spaces provided along the northern property line, between the two buildings and to the rear of the proposed infill building. The landscape buffer along the rear property line will be maintained to provide appropriate screening to the adjacent property. The existing stormwater pond will be enlarged to provide sufficient control for the additional hard surface on-site.

### **DECISION AND RATIONALE**

This application is approved for the following reasons:

- The site is designated 'Urban Employment Area' within the City's Official Plan which permits a mix of employment land uses including warehousing.
- The subject lands are zoned General Industrial (IG). The proposed one-storey warehouse is a permitted use and the proposal is compliant with Zoning By-law 2008-250.
- Site issues such as servicing, grading, stormwater management, parking and snow storage have been satisfactorily addressed through the Site Plan Control Process.



- A Registered Site Plan Agreement is required as a condition of approval to ensure the lands are developed in accordance with the approved plans and to the satisfaction of the City.

## **CONSULTATION DETAILS**

Councillor Glen Gower has concurred with the proposed conditions of approval and provided the following comment.

“While it is classified as a major collector in the Official Plan, today Iber road functions as a north-south arterial due to the inexplicable delays in extending Robert Grant Avenue from Abbott to Palladium. The rapid pace of residential development in Stittsville since amalgamation has changed the nature of the Iber road industrial zone and brought a patchwork of service businesses, studios and sports facilities where people work, participate in extra-curricular activities, shop and attend appointments. A steady stream of pedestrian and cyclists now shares this rural cross-section with heavy truck traffic and commuters. Development Review should take a more critical look at traffic impact and pedestrian use on Iber road in light of the changing nature of the area.”

### Response to Councillor Comments

Development Review staff will continue to review transportation aspects at the time of development applications. In order to facilitate a more comprehensive discussion regarding Iber Road, additional City contacts were provided to Councillor Gower.

## **Public Comments**

### Summary of Comments - Public

1. The application leads the reader to believe that the area is light industrial only. This is false. The area is nestled between a trail, school, and two residential subdivisions, one of which is growing rapidly. The assessment of the application should take these factors into account.

**Response:** Staff noted the comment.

2. Along the same lines, Iber Road is heavily used during peak hours. The access driveways onto and from Iber to the various businesses are dangerous with the high volume of traffic. Further, there is no safe pedestrian space, so they are forced to walk on the shoulder. The combination of this fact and vehicles passing other vehicles on the shoulder is a recipe for a tragedy. This is most likely at this time of the year when it is dark during peak times and the lighting on the road is inadequate.

**Response:** This comment relates to an existing condition on Iber Road. Staff have passed on this comment to the transportation department for future considerations.



However, given that no city sidewalk is proposed for Iber Road at this time, the Owner is not required to include a sidewalk connection in front of the property. Street lighting is currently available in front of the site off the hydro pole. Staff have circulated this application to the City's street lighting group and no modifications were recommended for this site.

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

### Summary of Comments – Technical

Rogers Communication, Mississippi Valley Conservation Authority, Zayo, Enbridge Gas Distribution, Hydro Ottawa, and Hydro One sent comments on the proposal.

### Response to Comments – Technical

Comments received were forwarded to the applicant following each review of the development proposal.

## **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 engineering issues to be addressed.

**Contact:** Amanda Marsh Tel: 613-580-2424, ext. 13409, fax 613-580-2576 or e-mail: [Amanda.Marsh@ottawa.ca](mailto:Amanda.Marsh@ottawa.ca)



## Document 1 – Location Map

