

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

Site Location: 2400 Russell Road (formerly 2510 Walkley Road)

File No.: D07-12-18-0033

Date of Application: March 9, 2018

This SITE PLAN CONTROL application submitted by Samantha Schneider, Christopher Simmons Architect, on behalf of 8372411 Canada Inc., is APPROVED as shown on the following plan(s):

1. Site Plan, Drawing No. SPC-1A, prepared by Christopher Simmonds Architect, dated February 2018, revision 6, dated October 10, 2019
2. Site Plan, Drawing No. SPC-1B, prepared by Christopher Simmonds Architect, dated February 2018, revision 6, dated October 10, 2019
3. Overall Sections and Elevations, Drawing No. A102, prepared by Christopher Simmonds Architect, dated January 21, 2018, revision 3, dated October 10, 2019
4. Landscape Plan, Drawing No. L-1, prepared by Lashley and Associates, dated July 27, 2018, revision 6, dated October 17, 2019
5. Details, Drawing No. L-2, prepared by Lashley and Associates, dated July 27, 2018, revision 6, dated October 17, 2019
6. Typical Exterior Guard Detail, Drawing No. ASK-1, prepared by Christopher Simmonds Architect, dated May 22, 2019
7. Site Servicing Plan, Drawing No. C-1, prepared by D. B. Gray Engineering Inc., dated October 3, 2017, revision 7, dated October 11, 2019
8. Grading Plan, Drawing No. C-2, prepared by D. B. Gray Engineering Inc., dated October 3, 2017, revision 7, dated October 11, 2019
9. Erosion and Sediment Control Plan, Drawing No. C-3, prepared by D. B. Gray Engineering Inc., dated January 30, 2018, revision 7, dated October 11, 2019
10. Plan Indicating Location of Section on Drawings C-5 & C-6, Drawing No. C-4, prepared by D. B. Gray Engineering Inc., dated March 8, 2018, revision 6, dated October 11, 2019
11. Sections & Details, Drawing No. C-5, prepared by D. B. Gray Engineering Inc., dated January 30, 2018, revision 7, dated October 11, 2019
12. Sections "E-E(1)" to "E-E(10)", Drawing No. C-6, prepared by D. B. Gray Engineering Inc., dated March 8, 2018, revision 6, dated October 11, 2019
13. Site Servicing Plan, Drawing No. C-7, prepared by D. B. Gray Engineering Inc., dated January 30, 2018, revision 7, dated October 11, 2019

14. Extension of Municipal Sanitary Sewer, Walkley Road Plan & Profile, Drawing No. C-8, prepared by D. B. Gray Engineering Inc., dated January 30, 2018, revision 7, dated October 11, 2019
15. Notes and Schedules, Drawing No. C-9, prepared by D. B. Gray Engineering Inc., dated January 30, 2018, revision 7, dated October 11, 2019
16. Renderings, Drawing No. A3-1, prepared by Christopher Simmons Architect, dated February 2018
17. Retaining Wall-Condition A, Drawing No. SK1, prepared by Cunliffe & Associates, dated March 27, 2019, revision 2 dated March 27, 2019
18. Retaining Wall-Condition B, Drawing No. SK2, prepared by Cunliffe & Associates, dated March 27, 2019, revision 2 dated March 27, 2019
19. Retaining Wall-Condition 3, Drawing No. SK3, prepared by Cunliffe & Associates, dated March 27, 2019, revision 1 dated March 27, 2019
20. Slab on Grade at Gas Easement, Drawing No. SK4, prepared by Cunliffe & Associates, dated March 27, 2019, revision 1 dated March 27, 2019

And as detailed in the following report(s):

21. Transportation Impact Assessment Report, prepared by Parsons, January 2017
22. Transportation Impact Assessment-Response to City Comments, prepared by Parsons, dated July 26, 2018
23. Road Modification Approval, RMA-2018-TPD-074
24. Site Lighting Certification, prepared by LRL Engineering, dated December 5, 2017
25. Stage 1 Archeological Assessment, prepared by Paterson Group, dated February 2013
26. Environmental Noise Impact Assessment, prepared by Freefield Ltd., dated January 3, 2018
27. 2510 Walkley Road Tree Inventory, prepared by Lashley and Associates, dated January 30, 2018
28. Grading Plan Review, Reinforced Slope Details, prepared by Paterson Group, dated February 6, 2018
29. Geotechnical Recommendations, Reinforced Slope Details, prepared by Paterson Group, dated February 5, 2018
30. Phase 1 Environmental Site Assessment, prepared by Paterson Group, dated November 29, 2017
31. Servicing Brief & Stormwater Management Report, prepared by D.B. Gray Engineering Inc., dated March 8, 2018
32. Supplemental Geotechnical Investigation, prepared by Paterson Group Inc., dated November 14, 2014.

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

1. Execution of Agreement Within One Year

The Owner shall enter into this Site Plan Control Agreement, including all standard and special conditions, financial and otherwise, as required by the City. In the event that the Owner fails to sign this Agreement and complete the conditions to be satisfied prior to the signing of this Agreement within one (1) year of Site Plan approval, the approval shall lapse.

2. Permits

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

3. Barrier Curbs

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

4. Water Supply For Fire Fighting

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

5. Reinstatement of City Property

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

6. Construction Fencing

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

7. Construct Sidewalks

The Owner shall design and construct sidewalk(s) within public rights-of-way or on other City owned lands to provide a pedestrian connection from or to the site as may be determined by the General Manager, Planning, Infrastructure and Economic Development. Such sidewalk(s) shall be constructed to City Standards.

8. Extend Internal Walkway

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

9. Completion of Works

The Owner acknowledges and agrees that no building or no new building (if existing building on site that is to be occupied during construction) 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, 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, the aforesaid Works are proceeding satisfactorily toward completion. The Owner shall obtain the prior consent of the General Manager, Planning, Infrastructure and Economic Development for such conveyance and/or occupancy in writing.

10. Development Charges

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

11. Development Charges – Instalment Option

- (a) The Owner acknowledges that for building permits issued after January 15, 2010, payment of non-residential development charges, excluding development charges for institutional developments, may be calculated in two (2) installments at the option of the Owner, such option to be exercised by the Owner at the time of the application for the building permit. The non-discounted portion of the development charge shall be paid at the time of issuance of the building permit and the discounted portion of the development charge shall be payable a maximum of two (2) years from the date of issuance of the initial building permit subject to the following conditions:
 - (i) a written acknowledgement from the Owner of the obligation to pay the discounted portion of the development charges;
 - (ii) no reduction in the Letter of Credit below the amount of the outstanding discounted development charges; and
 - (iii) indexing of the development charges in accordance with the provisions of the City's Development Charges By-law, as amended.

- (b) The Owner further acknowledges and agrees that Council may terminate the eligibility for this two (2) stage payment at any time without notice, including for the lands subject to this Agreement and including for a building permit for which an application has been filed but not yet issued.
- (c) For the purposes of this provision,
 - (i) “discounted portion” means the costs of eligible services, except fire, police and engineered services, that are subject to 90% cost recovery of growth-related net capital costs for purposes of funding from development charges. The 10% discounted portion, for applicable services, must be financed from non-development charge revenue sources.
 - (ii) “non-discounted portion” means the costs of eligible services, fire, police and engineered services, that are subject to 100% cost recovery of growth-related net capital costs for purposes of funding from development charges.

SPECIAL CONDITIONS

12. Permanent Features

The Owner acknowledges and agrees that no permanent features shall be permitted above and below grade within the City’s widened right-of-way or corner sight triangle, including commercial signage, except as otherwise shown on the approved Site Plan referenced in Schedule E” herein.

Transportation

13. Road Modifications

The Owner agrees to complete all road modifications required to accommodate this development, as identified in the road modification approval report referenced in Schedule “E” hereto, and further acknowledges and agrees that it is responsible for all costs associated with the public roadway modifications.

14. Traffic Monitoring

The developer shall conduct a monitoring study to evaluate vehicle conflicts associated with the access on Russell Road to determine if a remedial action is necessary to the satisfaction of the General Manager, Planning, Infrastructure and Economic Development Department in consultation with the Director of Traffic and Parking Operations Branch, commencing two-years after achieving occupancy of the warehouse. The Owner shall be responsible for implementation of the study recommendations to the satisfaction of the Director of Traffic and Parking Operations Branch. The Owner shall provide financial security of \$5,000.00 for the completion of the works and study.

15. Road Widening

The Owner(s) shall convey, at no cost to the City, within six months of signing this agreement, a road widening across the complete Walkley Road and Russell Road frontages measuring 22.25 metres from the existing centreline of pavement. The exact widening must be determined by legal survey. The owner shall provide a Reference Plan for registration, indicating the widening. Such reference plan must be tied to the Horizontal Control Network in accordance with the municipal requirements and guidelines for referencing legal surveys and will be submitted to the City of Ottawa Surveyor for review prior to its deposit in the Registry Office.

16. Sight Triangle

The Owner(s) shall convey, at no cost to the City, within six months of signing this agreement, a 5.0 m x 5.0 m corner sight triangle at corner of Walkley Road and Russell Road. The owner shall provide a Reference Plan for registration. Such reference plan must be tied to the Horizontal Control Network in accordance with the municipal requirements and guidelines for referencing legal surveys and will be submitted to the City of Ottawa Surveyor for review prior to its deposit in the Registry Office.

17. Transportation Study/Brief

The Owner has undertaken a Transportation Brief and an Addendum for this site, which Brief and Addendum are referenced in Schedule "E" herein, to determine the infrastructure and programs needed to mitigate the impact of the proposed development on the local transportation network and to establish the site design features needed to support system-wide transportation objectives. The Owner shall ensure that the recommendations of the Transportation Brief, and Addendum, are fully implemented, to the satisfaction of the General Manager, Planning, Infrastructure and Economic Development.

18. Notices on Title – Private Access to Russell Road

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

"The Purchaser/Lessee for himself, his heirs, executors, administrators, successors and assigns acknowledges being advised that the private access onto Russell Road does not meet the minimum requirements for a safe access as per the City's guidelines and by-law. The proposed access grade does not meet the requirements of the Private Approach By-Law No. 2003-447, Section 25(s). The narrow property width does not meet the minimum Clear throat length as per the Transportation Association of Canada (TAC) for Minimum Clear Throat Lengths"

"The Purchaser/Lessee further acknowledges being advised that the City of Ottawa will not take responsibility for any collisions as a result of the location of the access."

"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.”

19. Road Modifications

The Owner agrees to complete all road modifications required to accommodate this development, as identified in the road modification approval report referenced in Schedule “E” hereto, and further acknowledges and agrees that it is responsible for all costs associated with the public roadway modifications.

20. Segregated Bike Lane

The Owner agrees that the Owner is responsible for all costs associated with the design and construction of the segregated bike lane along Russell Road as shown the road modification approval. The Owner agrees to provide securities to the City for all costs associated prior to the registration of the Site Plan Agreement.

Noise

21. Noise Study

The Owner agrees to prepare and implement a noise study in compliance with the City of Ottawa Environmental Noise Control Guidelines to the satisfaction of the General Manager, Planning, Infrastructure and Economic Development Department. The Owner shall implement the noise control attenuation measures recommended in the approved noise study.

22. Certification Letter for Noise Control Measures

- (a) The Owner acknowledges and agrees that upon completion of the development and prior to occupancy and/or final building inspection, it shall retain a Professional Engineer, licensed in the Province of Ontario with expertise in the subject of acoustics related to land use planning, to visit the lands, inspect the installed noise control measures and satisfy himself that the installed recommended interior noise control measures comply with the measures in the Noise Impact Assessment Study referenced in Schedule “E” hereto, as approved by the City and/or the approval agencies and authorities (The Ministry of the Environment, Conservation and Parks) or noise thresholds identified in the City’s Environmental Noise Control Guidelines. The Professional Engineer shall prepare a letter to the City’s Development Inspection Program Manager (the “Certification Letter”) stating that he certifies acoustical compliance with all requirements of the applicable conditions in this Agreement, to the satisfaction of the General Manager, Planning, Infrastructure and Economic Development.
- (b) The Certification Letter shall be unconditional and shall address all requirements as well as all relevant information relating to the development, including project name, lot numbers, building identification, drawing numbers, noise study report number, dates of relevant documents and in particular reference to the documents used for the building permits and site

grading applications. The Certification Letter(s) shall bear the certification stamp of a Professional Engineer, licensed in the Province of Ontario, and shall be signed by said Professional Engineer, and shall be based on the following matters:

- (i) Actual site visits, inspection, testing and actual sound level readings at the receptors;
 - (ii) Previously approved Detailed Noise Control Studies, Site Plan and relevant approved Certification Letters (C of A) or Noise thresholds of the City's Environmental Noise Control Guidelines; and
 - (iii) Non-conditional final approval for release for occupancy.
- (c) All of the information required in subsections (a) and (b) above shall be submitted to the General Manager, Planning, Infrastructure and Economic Development, and shall be to his satisfaction.

23. Noise Control Attenuation Measures

The Owner covenants and agrees that is shall retain the services of an professional engineer licensed in the Province of Ontario to ensure that the recommendations of the Noise Impact Study, referenced in Schedule "E" herein (the "Report"), are fully implemented. The Owner further acknowledge and agrees that is shall provide the General Manager, Planning Infrastructure and Economic Development Department with confirmation issued by the professional engineer that the Owner has complied with all recommendations and provisions of the Report, prior to building occupancy, which confirmation shall be to the satisfaction of the General Manager, Planning Infrastructure and Economic Development Department.

ENGINEERING

24. Geotechnical Engineering and Soils

The Owner 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 Slope Stability Analysis Report and the Approved Retaining Wall Plan.

25. Geotechnical Investigation

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

26. Retaining Wall

The Owner agrees to submit to the General Manager, Planning, Infrastructure and Economic Development, prior to issuance of a building permit, details of the retaining walls which are greater than one metre in height, as shown on the approved Landscape Plan referenced in Schedule "E" hereto, which shall be designed and prepared by a Professional Structural Engineer, licensed in the Province of Ontario, to the satisfaction of the General Manager, Planning, Infrastructure and Economic Development. The Owner shall provide confirmation to the General Manager, Planning, Infrastructure and Economic Development that the Professional Structural Engineer has inspected and confirmed that the retaining walls have been constructed in accordance with the approved retaining wall details.

27. Retaining Wall - Stability

The Owner acknowledges and agrees to install the proposed retaining walls in accordance with the approved Retaining Wall Design as shown on the approved Site Plan, both referenced in Schedule "E" hereto. The Owner shall provide written confirmation, satisfactory to the General Manager, Planning, Infrastructure and Economic Development, that a Geotechnical Engineer/Professional Structural Engineer, licensed in the Province of Ontario, has inspected and confirmed that the retaining walls have been constructed in accordance with the said approved Retaining Wall Design. The Owner further acknowledges and agrees to provide an Internal Compound Stability (ICS) analysis from a Geotechnical Engineer / Professional Structural Engineer, licensed in the Province of Ontario, that all retaining walls, which are greater than one metre in height have been checked for global stability, have a factor of safety of at least 1.5 for static conditions (as calculated through SLIDE) and 1.1 for seismic conditions is achieved, which shall be to the satisfaction of the General Manager, Planning, Infrastructure and Economic Development. The report shall provide structural details of the retaining wall(s).

The Owner further acknowledge and agrees to retain the services of a Professional Structural Engineer and a Soils Engineer, licensed in the Province of Ontario, to inspect any retaining walls on the subject lands and confirm that the retaining walls have been constructed in accordance with the approved retaining wall details.

28. Below Grade Parking Area and Depressed Driveways

- (a) The Owner acknowledges and agrees that during major storm events, depressed driveways and below grade parking areas may be subject to flooding due to drainage from the road allowance. The Owner further acknowledges and agrees that the City shall not take responsibility for flooding claims. The Owner further acknowledges that it is recommended that backwater valves be installed on catch basins located in depressed driveways.
- (b) The Owner acknowledges and agrees that a notice-on-title respecting below grade parking areas and depressed driveways, as contained in Clause ___ hereinafter, shall be registered on title to the subject lands, at the Owner's

expense, and a warning clause shall be included in all agreements of purchase and sale and lease agreements.

29. Notices on Title – All Units (Below Grade Parking and Depressed Driveways)

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

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

“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.”

30. Stormwater Management Memorandum

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

31. 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 Servicing Brief & 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.

32. Professional Engineering Inspection

The Owner shall have competent Professional Engineering inspection personnel on-site during the period of construction, to supervise the Works, and the General Manager, Planning, Infrastructure and Economic Development, shall have the right at all times to inspect the installation of the Works. The Owner acknowledges and agrees that should it be found in the sole opinion of the General Manager, Planning, Infrastructure and

Economic Development, that such personnel are not on-site or are incompetent in the performance of their duties, or that the said Works are not being carried out in accordance with the approved plans or specifications and in accordance with good engineering practice, then the General Manager, Planning, Infrastructure and Economic Development, may order all Work in the project to be stopped, altered, retested or changed to the satisfaction of the General Manager, Planning, Infrastructure and Economic Development.

33. Stormwater Works Certification

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

34. 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.

35. Site Lighting Certificate

- (a) In addition to the requirements contained in clause 19 of Schedule "C" hereto, the Owner acknowledges and agrees, that Site Lighting Certification has been provided by LRL Engineering, File Ref. 170896, dated December 5, 2017 stating that the exterior site lighting has been designed to meet the following criteria:
 - (i) it must be designed using only fixtures that meet the criteria for full cut-off (sharp cut-off) classification, as recognized by the Illuminating Engineering Society of North America (IESNA or IES);
 - (ii) and it must result in minimal light spillage onto adjacent properties. As a guideline, 0.5 fc is normally the maximum allowable spillage.
- (b) The Owner acknowledges and agrees that, upon completion of the lighting Works and prior to the City releasing any associated securities, the Owner shall provide certification satisfactory to the General Manager, Planning, Infrastructure and Economic Development, from a Professional Engineer, licensed in the Province of Ontario, that the site lighting has been constructed in accordance with the Owner's approved design plan.

PLANNING AND OTHER

36. Minor Variance

The Owner acknowledges and agrees that the site was granted minor variance approvals by the Committee of Adjustment (File No. D08-02-13/A-00002) for a reduction in the westerly side yard setback and an increase in gross floor area for accessory display and sales area. No appeals were submitted and the approval came into effect on March 6, 2013.

37. Exterior Elevations Drawings

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

38. Bicycle Parking

The bicycle parking spaces must contain a parking rack that is securely anchored to the ground and attached to a heavy base such as concrete.

39. Snow Storage - setback

In addition to the provisions set out in Section 17 of Schedule "C" to this Agreement, the Owner acknowledges and agrees that no snow storage will occur within the fifteen (15 m) metre setback from the top bank of the watercourse, pursuant to the City's Zoning By-Law 2008-250, as amended.

40. 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.

41. Archaeological Potential

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

42. **Archaeological**

- (a) The Owner acknowledges and agrees that should potential archaeological resources be encountered during excavation activities, all Work in the area must stop immediately and the Owner shall contact a provincially licensed archaeologist.
- (b) The Owner acknowledges and agrees that if during the process of development deeply buried/undetected archaeological remains are uncovered, the Owner shall immediately notify the Archaeology Section of the Ontario Ministry of Tourism, Culture and Sport.
- (c) The Owner acknowledges and agrees that in the event that human remains are encountered during construction, the Owner shall immediately contact the police, the Ministry of Tourism, Culture and Sport and the Registrar of Cemeteries, Cemeteries Regulation Unit, Ministry of Consumer and Business Services, Consumer Protection Branch.

Waste Collections

43. **Waste and Recycling Collection (Standard 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 at the Owner's sole expense. The Owner shall consult a private contractor regarding any access requirements for waste and/or recycling collection.

44. **New Trees**

Any trees to be planted in the City Right-of-Way shall be done so in Siva Cells or technological equivalent, to the satisfaction of the General Manager of the Planning, Infrastructure and Economic Development Department.

Parkland

45. **Cash-in-Lieu of Parkland**

Upon execution of this Agreement, the Owner shall pay cash-in-lieu of parkland in the amount of \$19,428.86 as referenced in Schedule "B" herein. The Owner shall also pay the parkland appraisal fee of \$500.00 plus H.S.T. of \$65.00, as referenced in Schedule "B" herein. Pursuant to the City's Parkland Dedication By-law, being By-law No. 2009-95, as amended, 40% of said funds collected shall be directed to City wide funds, and 60% shall be directed to Ward 10 funds.

Signs

46. Street Name and Signs

- (a) The Owner acknowledges and agrees it shall provide for, install and maintain, at its own expense, all regulatory traffic signage, in accordance with the City's Municipal Addressing By-law 2014-78, as amended, for any private road within the area controlled by this Agreement and as shown on the approved Site Plan, referenced in Schedule "E" herein.

47. Installation of Signs on Private Property

The Owner acknowledges and agrees that, prior to installation of any signage on the lands, it shall obtain approval from the Chief Building Official, Building Code Services, and the General Manager, Planning, Infrastructure and Economic Development, which signage shall be in accordance with the City's Permanent Signs on Private Property By-law No. 2016-326, as amended.

AGENCIES AND UTILITIES

Bell

48. Bell Canada – Easements

The Owner acknowledges and agrees to grant to Bell Canada any easements that may be required for telecommunication services at the Owner's sole cost and expense. Easements may be required subject to final servicing decisions. In the event of any conflict with existing Bell Canada facilities or easements, the Owner shall be responsible for the relocation of such facilities or easements at the Owners sole cost and expense.

49. Communication and Telecommunication

The Owner acknowledges and agrees that, prior to commencing any Work on the subject lands, it shall confirm with Bell Canada that sufficient wire-line communication and telecommunication infrastructure is currently available within the subject lands to provide communication and telecommunication service to it. The Owner acknowledges and agrees that, in the event that such infrastructure is not available, the Owner shall be required to pay for the connection to and/or extension of the existing communication and telecommunication infrastructure. If the Owner elects not to pay for such connection and/or extension of the existing communication/telecommunication infrastructure, it shall provide evidence satisfactory to the General Manager, Planning, Infrastructure and Economic Development, that sufficient alternative communication and telecommunication facilities are available on the subject lands to enable, at a minimum, the effective delivery of communication and telecommunication services for emergency management services, such as 911 emergency services.

Hydro Ottawa Limited

50. Hydro Ottawa Limited – Medium Voltage Overhead Lines

The Owner acknowledges and agrees that there are medium voltage overhead lines along the north and east side of the subject lands along site Walkley Road and Russell/Hawthorne Road and the following conditions shall apply:

- (a) The Owner shall ensure that no personnel or equipment encroaches within three (3.0 m) metres of the Hydro Ottawa Limited overhead medium voltage distribution lines, unless approved by Hydro Ottawa Limited. The Owner shall contact Hydro Ottawa Limited prior to commencing work when proposing to work within three (3.0 m) metres of the Hydro Ottawa Limited distribution lines as noted above. No such work shall commence without prior approval of Hydro Ottawa Limited.
- (b) The Owner shall ensure that no permanent structures are located within the "restricted zone" defined by Hydro Ottawa Limited's standard OLS0002. The "restricted zone" surrounds poles and overhead medium voltage pole lines, consisting of a five (5.0 m) metre radial distance from overhead medium voltage conductors, and a two (2.0 m) metre distance from a vertical line drawn from the conductors to ground level along the length of the pole line. This standard complies with the requirements of the Occupational Health & Safety Act, the Ontario Building Code and the Ontario Electrical Safety Code.
- (c) The Owner acknowledges the proposed roadway/driveway is located close to an existing Hydro Ottawa pole. The Owner shall ensure that the distance between the proposed curb and pole is a minimum of half a meter (0.5m)

51. Hydro Ottawa Limited –Underground Infrastructure

The Owner acknowledges and agrees that there are existing underground infrastructure along the north and east side of the property along side Walkley Road and Russell/Hawthorne Road and the following conditions shall apply:

- (a) The Owner shall arrange for, or ensure its contractors arrange for, an underground electricity cable locate by contacting Ontario One Call, a minimum of seven (7) working days prior to excavating. The Owner acknowledges and agrees that there shall be no mechanical excavation within 1.5 metres of Hydro Ottawa Limited's underground plant unless the exact position of the plant is determined by hand digging methods. Direct supervision by Hydro Ottawa Limited personnel and protection and support of the underground assets shall be at the Owner's expense. The Owner agrees not to use steel curb and sidewalk form support pins in the vicinity of Hydro Ottawa Limited's underground plant for electrical safety; and

The Owner acknowledges and agrees that if the proposed grade change near the Hydro Ottawa Limited facilities is more than 0.3 metres. Hydro Ottawa Limited in the vicinity of proposed or existing electric utility equipment. Hydro Ottawa shall be consulted to prevent

damages to its equipment.

52. Hydro Ottawa Limited – Relocation

The Owner acknowledges and agrees it shall be responsible for all costs for feasible relocations, protection or encasement of any existing Hydro Ottawa Limited plant and/or asset.

53. Hydro Ottawa Limited – Encroachment

The Owner acknowledges and agrees that it shall ensure that any landscaping or surface finishing will not encroach into the existing or proposed Hydro Ottawa Limited overhead or underground assets or easement. When proposing to plant in the proximity of existing power lines, the Owner shall refer to Hydro Ottawa Limited's free publication Tree Planting Advice. The Owner acknowledges and agrees to ensure that the shrubs and tree locations and expected growth will be considered. If any Hydro Ottawa Limited related activity requires the trimming, cutting or removal of vegetation, or removal of other landscaping or surface finishing, the activity and the re-instatement shall be at the Owner's expense.

54. Hydro Ottawa Limited – Easements

The Owner acknowledges and agrees to convey any such easement deemed necessary by Hydro Ottawa Limited, depending on the electrical servicing design, at the Owner's own expense and to the satisfaction of Hydro Ottawa Limited.

55. Hydro Ottawa Limited – Conditions of Service

The Owner shall comply with Hydro Ottawa Limited's Conditions of Service, as amended, and shall consult with Hydro Ottawa Limited regarding the servicing terms prior to commencing engineering designs in order to ensure compliance with all Hydro Ottawa Limited standards and guidelines.

56. Hydro Ottawa Limited – Non-Conformance

The Owner acknowledges and agrees that Hydro Ottawa Limited reserves the right to raise conditions throughout the development of this proposal, should any revisions to the development contain non-conformances with, for example, Hydro Ottawa Limited's Conditions of Service, or any other standards and specifications established by Hydro Ottawa Limited.

Enbridge Gas Distribution Inc.

57. Enbridge Gas Distribution Inc. - Conditions and Easements

The Owner acknowledges and agrees to contact Enbridge Gas Distribution Inc. for service and meter installation details and to ensure that all gas piping is installed prior to the commencement of site landscaping, including, but not limited to tree planting, silva cells, and/or soil trenches, and/or asphalt paving. The Owner further acknowledges and agrees that any costs relating to the relocation of a gas main as a result of changes in

the alignment or grade of the road allowances or for temporary gas pipe installations pertaining to phased construction shall be borne by the Owner. The Owner further acknowledges and agrees to provide to Enbridge Gas Distribution Inc., at the Owner's cost, any easements which are required to service the development. The Owner acknowledges and agrees that Enbridge Gas distribution reserves the right to amend or remove development conditions.

CN Rail

58. Fencing

The Owner acknowledges and agrees to install a 1.83m high chain link fence along the south property line, abutting the CN rail corridor as shown on the approved landscaping plan. The Owner shall be responsible for the maintenance of this fence in perpetuity.

59. Notice on Title-Fencing

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

"The Purchaser/Lessee for himself, his heirs, executors, administrators, successors and assigns acknowledges being advised that they are responsible for the maintenance of the fence along the south property line, abutting the CN rail corridor in perpetuity."

January 29, 2020

Date



Lily Xu
Manager (A), Development Review South
Planning, Infrastructure and Economic
Development Department

Enclosure: Site Plan Control Application approval – Supporting Information

SITE PLAN CONTROL APPROVAL APPLICATION SUPPORTING INFORMATION

File Number: D07-12-18-0033

SITE LOCATION

2400 Russell Road (formerly 2510 Walkley Road), and as shown on Document 1.

SYNOPSIS OF APPLICATION

- The site is located at the southwest intersection of Walkley and Russell Roads and is currently undeveloped. A gas main easement is located in the eastern portion of the property, traversing in a north-south direction. The site sits at a lower grade than the road, in part due to Russell Road traversing over the rail line which abuts the south end of the site.
- Located to the west of the site is an existing retail/warehouse/office establishment. To the north are residential uses and to the east are commercial/industrial uses. Commercial/industrial uses are located to the south.
- The proposal is to construct a two storey structure for a retail showroom and warehouse facility with a gross floor area of approximately 2900 m². The proposed building will have a height of 9.37m.
- Vehicular access to the site will from a right-in/right-out access at Russell Road. A walkway is proposed to link the new cycle track/public sidewalk to the building.
- Municipal servicing will be provided from Walkley Road.
- Parking will be provided by 23 surface spaces and 24 within the enclosed parking of first level of the building. The surface parking spaces are located along the façade of the building facing Russell Road. The loading area is proposed at the south end of the building.

DECISION AND RATIONALE

This application is approved for the following reasons:

- The site is designated Urban Employment Area in the Official Plan
- The site is zoned Light Industrial (IL)
- The site was granted minor variance approvals by the Committee of Adjustment (File No. D08-02-13/A-00002) for a reduction in the westerly side yard setback and an increase in gross floor area for accessory display and sales area. No appeals were submitted and the approval came into effect on March 6, 2013.
- Given the constraints of the site, Staff is of the opinion that the design is well considered and artfully executed. The structure will be clad in a combination of

precast concrete, stucco and glass generally in keeping with the retail/warehouse nature of the use.

- The Road Modification Approval was granted which includes the installation of a cycle track and sidewalk.
- The proposed site design represents good planning.

ROAD MODIFICATIONS

There are road modifications associated with this site plan control application, as detailed in the attached RMA-2018-TPD-074B.

CONSULTATION DETAILS

Councillor's Concurrence

Councillor Diane Deans was aware of Staff's recommendation. Councillor **has concurred with the proposed conditions of approval.**

Councillor Jean Cloutier, as the abutting ward Councillor, is aware of the application.

Public Comments

This application was not subject to public circulation under the Public Notification and Consultation Policy. There was no public comment received online.

Technical Agency/Public Body Comments

Comments from technical agencies have been addressed through amendments to the site plan or conditions of site plan approval.

APPLICATION PROCESS TIMELINE STATUS

This Site Plan application was not processed by the On Time Decision Date established for the processing of an application that has Manager Delegated Authority due to the complexity of issues related to the site access.

Contact: Wendy Tse, Tel: 613-580-2424, ext. 12585, or e-mail: wendy.tse@ottawa.ca

Document 1 – Location Map

