

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

Site Location: 2555 Sheffield Road

File No.: D07-12-19-0124

Date of Application: July 22, 2019

This SITE PLAN CONTROL application submitted by Theresa Gilchrist, Novatech Engineering Consultants LTD. on behalf of American Iron & Metal Company Inc, is APPROVED as shown on the following plan(s):

1. **General Plan of Services**, 119007-GP, prepared by Novatech Engineers, Planners & Landscape Architects, dated JUL 18/19, revision 6 dated JUN 30/20.
2. **Grading and Erosion & Sediment Control Plan**, 119007-GR, prepared by Novatech Engineers, Planners & Landscape Architects, dated JUL 18/19, revision 6 dated Jun 30/20.
3. **Landscape Plan and Tree Conservation Report**, 119007-L, prepared by Novatech Engineers, Planners & Landscape Architects, dated JULY 02/19, revision 5 dated MAY 29/20.
4. **Notes, Details & Tables**, 119007-NDT, prepared by Novatech Engineers, Planners & Landscape Architects, dated JUL 18/19, revision 6 dated JUN 30/20.
5. **Overall Property- General Plan of Services**, 119007-OGP, prepared by Novatech Engineers, Planners & Landscape Architects, dated JUL 18/19, revision 5 dated JUN 30/20.
6. **Overall Property- Grading and Erosion & Sediment Control Plan**, 119007-OGR, prepared by Novatech Engineers, Planners & Landscape Architects, dated JUL 18/19, revision 5 dated JUN 30/20.
7. **Stormwater Management Plan**, 119007-SWM, prepared by Novatech Engineers, Planners & Landscape Architects, dated JUL 18/19, revision 5 dated JUN 30/20.
8. **Site Statistics**, A0.01, prepared by Nicholas Caragianis Architect Inc., dated March 2019, revision 3 dated 2020-05-26.
9. **Proposed Context Plan**, A1.02, prepared by Nicholas Caragianis Architect Inc., dated March 2019, revision 3 dated 2020-05-26.
10. **North Parcel Proposed Site Plan**, A1.06, prepared by Nicholas Caragianis Architect Inc., dated March 2019, revision 3 dated 2020-05-26.
11. **North Parcel Garbage & Site Details**, A1.08, prepared by Nicholas Caragianis Architect Inc., dated March 2019, revision 3 dated 2020-05-26.

12. **Building A Elevations**, A3.01, prepared by Nicholas Caragianis Architect Inc., dated March 2019, revision 2 dated 2020-03-13.
13. **Building B Elevations**, A3.02, prepared by Nicholas Caragianis Architect Inc., dated March 2019, revision 2 dated 2020-03-13.

And as detailed in the following report(s):

1. **American Iron & Metal (AIM) Ottawa East Development 2555 Sheffield Road Development Servicing Study & Stormwater Management Report**, prepared by Novatech Engineers, Planners & Landscape Architects, dated July 18, 2019, revised June 30, 2020.
2. **Phase One Environmental Site Assessment 2555 Sheffield Road, Ottawa, Ontario**, prepared by DTS Consulting Engineers Inc., dated August 2019.
3. **Desktop Review of Slope and Meander Belt Setback**, prepared by DTS Consulting Engineers Inc., dated November 13, 2019.
4. **Phase II Environmental Site Assessment 2555 Sheffield Road Ottawa, ON**, prepared by DST Consulting Engineers Inc, dated July 22, 2020.
5. **Preliminary Geotechnical Investigation for Proposed New Buildings, Trucks Scales and Pavement – 2555 Sheffield Road, Ottawa, ON**, prepared by DTS Consulting Engineers Inc., dated May 21, 2019.
6. **Geotechnical Review of Grading Plan - New Buildings, Trucks Scales and Pavement – 2555 Sheffield Road, Ottawa, ON**, prepared by DTS Consulting Engineers Inc., dated February 5, 2020.
7. **Evaluation of Anticipated Settlement of Footings with Proposed Grade Raise around New Building - 2555 Sheffield Road, Ottawa, ON**, prepared by DST Consulting Engineers Inc., dated June 11, 2020.

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

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. Prior to Site Plan Agreement

The Owner acknowledges and agrees that all terms and conditions of the Site Plan Agreement with The City of Ottawa, registered as Instrument No. OC1446594 on 2013, 01, 18, are reconfirmed and are in full force and effect except as otherwise varied or amended in this Agreement. The Owner further acknowledges and agrees that the relevant portion of the Approved Plans referenced in Schedule "E" hereto shall supercede and replace and/or be in addition to, as the case may be, the relevant sections of the corresponding Plans contained in the previous Site Plan Agreement(s).

3. **Permits**

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

4. **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.

5. **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.

6. **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.

7. **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.

8. **Completion of Works**

The Owner acknowledges and agrees that no new building will be occupied on the lands until all requirements with respect to completion of the Works as identified in this Agreement have been carried out and received Approval by the General Manager, Planning, 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, 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 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, Infrastructure and Economic Development, the Owner shall give notice to the City of a proposed conveyance of title to any building at least

thirty (30) days prior to any such conveyance. No conveyance of title to any building shall be effective unless the Owner has complied with this provision.

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

9. **Development Charges**

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

10. **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.

11. **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.

12. **Snow Storage**

Any portion of the lands which is intended to be used for snow storage shall be shown on the approved Site Plan or as otherwise approved by the General Manager, Planning, Infrastructure and Economic Development Department. The grading and drainage patterns and/or servicing of the site shall not be compromised by the storage of snow. Snow storage areas shall be setback from property lines, foundations, fencing or landscaping a minimum of 1.5 metres. Snow storage areas shall not occupy driveways, aisles, required parking spaces or any portion of a road allowance.

13. **Exterior Lighting**

All exterior lighting proposed for the subject lands shall be installed only in the locations and in accordance with specifications shown on the approved plans referenced herein unless otherwise approved in writing by the General Manager, Planning, Infrastructure and Economic Development Department. Sharp cut-off fixtures or in exceptional circumstances only, an alternative fixture design approved by the General Manager, Planning, Infrastructure and Economic Development Department, shall be used to minimize possible lighting glare onto adjacent properties. It is noted that exterior lighting includes exterior building lighting.

Special Conditions

1. **Exterior Elevations Drawings**

The Owner acknowledges and agrees to construct the proposed building in accordance with the approved Building 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 and agreed to by both the Owner and the City prior to the implementation of such changes.

2. **Tree Permit**

The Owner acknowledges and agrees that any trees to be removed shall be removed in accordance with an approved Tree Permit and Tree Conservation Report, and in accordance with the City's Urban Tree Conservation By-law, being By-Law No. 2009-200, as amended. The Owner further acknowledges and agrees to post the approved Tree Permit at all times during tree removal, grading, construction, and any other site alteration activities.

3. **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

4. **Private Access**

The Owner acknowledges and agrees that all private accesses to Roads shall comply with the City's Private Approach By-Law being By-Law No. 2003-447 as amended, or as approved through the Site Plan control process.

5. **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 and Memos**, 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.

6. **Waste and Recycling Collection: Non-Residential Units/ Commercial Units**

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.

7. **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.

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.

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.

9. **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 Reports**, prepared by Novatech Consultants Ltd." 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.

10. **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.

11. **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 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 Plans and Reports referenced in Schedule “E” herein.

12. **Permanent Features**

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

13. **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, Conservation and Parks.

14. **Environmental Site Remediation Program**

The Owner acknowledges and agrees to implement an environmental site remediation program, as per the recommendations of the **Phase II Environmental Site Assessment**, referenced in Schedule “E” herein, involving the excavation and off-site disposal of all impacted soil and the pumping treatment or off-site disposal of all impacted groundwater, which is to be completed concurrently with the site redevelopment. The Owner acknowledges and agrees that

- (a) soils that are found to be contaminated, must be disposed, treated or recycled at a waste disposal site or landfill licensed for that purpose by the Ministry of the Environment, Conservation and Parks;
- (b) groundwater found to be contaminated, shall be removed, managed and/or treated in accordance with the appropriate Ontario regulations and/or discharged in accordance with the City’s Sewer Use By-law, being By-law 2003-514, as amended.

15. **Site Remediation**

Following the completion of remedial actions and prior to the erection of the proposed buildings, the Owner will submit a remediation report completed by a Professional Engineer confirming the removal of contamination within the proposed building footprints to the General Manager, Planning, Infrastructure and Economic Development Department

16. **Retaining Wall**

The Owner agrees to submit to the General Manager, Planning, Infrastructure and Economic Development, prior to Site Plan Registration and issuance of a building permit, details of the retaining walls which are greater than one metre in height, as shown on the approved Grading Plan and 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.

September 14, 2020

Date



Lily Xu
Manager, 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: D07-12-19-0124

SITE LOCATION

2555 Sheffield Road, and as shown on Document 1.

SYNOPSIS OF APPLICATION

- 2555 Sheffield Road is located at the corner of Bantree Street and Sheffield Road. Located in the Industrial Park, the area is generally bound by Innes Road to the north, Lancaster Road to the west, Walkley Road to the south, and the Alexandria rail corridor to the east. 2555 Sheffield Road is currently occupied by an existing 3,477.88 square metre office/ warehouse building, a 514.31 square metre warehouse building, and outdoor storage.
- 2555 Sheffield Road has merged on title with the parcel to the South (2575/ 2585 Sheffield Road). The subject proposal is primarily scoped on the 2555 Sheffield Road parcel as a result of the two former parcels functioning independently. 2575 and 2585 Sheffield Road were part of a 2012 Site Plan Control application (File Number D07-12-11-0102), and changes are not proposed on these lands as seen in proposed context plan. 2555 Sheffield Road is approximately 4.02 hectares in size and is currently occupied by two buildings used for industrial purposes. 2575 Sheffield Road is approximately 2.42 hectares in size and is occupied by an existing 3,883.00 square meter office/ warehouse type building.
- The subject property is located in the Sheffield Road Industrial area, located in Alta Vista. The property fronts onto Sheffield Road, a designated collector road in Schedule E of the City of Ottawa's Official Plan and is located in close proximity to Highway 417 access. The lands are designated Urban Employment Area under Schedule B of the Official Plan and are Zoned Heavy Industrial (IH) which permits a range of uses including but not limited to heavy industrial uses, storage yards, warehouses, offices, and waste processing and transfer facilities.
- The lands abut the Alexandria Rail corridor to the east of the subject property and Ramsey Creek on the opposite side of the rail corridor. The lands along Ramsey Creek are identified in Schedule K of the Official Plan as Unstable Slopes. Both the proximity to the creek and the presence of nearby unstable slopes resulted in

special considerations to storm water runoff, building and accessory structure setbacks, and geotechnical considerations.

- The application has been submitted for the redevelopment of 2555 Sheffield Road which involves the demolition of the existing office and warehouse buildings. The proposal involves the construction of a new office and warehouse building with a Gross Floor Area (GFA) of 4,828.35 square metres along the Sheffield Road frontage, with an additional warehouse type building with a GFA of 624.30 square metres near the rear of the property. The site will also consist of outdoor storage, accessory structures such as weight scales, 85 vehicle parking spaces, 4 designated loading areas, two accesses onto Sheffield Road, and 7 bicycle parking spaces.
- The main office & warehouse building (Building A) proposed for the site has been situated along the Sheffield Road frontage and has architectural elements which consist of aluminum composite panels, metal siding, and insulated metal panels. The buildings materials and colour palate have been designed to break up the façade along the Sheffield Road frontage, with an emphasis given to the office and main entrance portion of the building. The second warehouse building (Building B) is situated at the rear of the property and is proposed to have similar architectural elements, comprised of insulated metal panels and metal flashing to match Building A.
- The subject proposal includes both in ground Inlet Control Device's and roof drains. There are two stormceptors (oil & grit separators) proposed to protect waterways from hazardous material spills and stormwater runoff. Stormwater is discharged to both Sheffield storm sewer, and stormwater easement along the southern property line which drains to Ramsey Creek. The water and sanitary services will be provided by those existing along Sheffield Road.

DECISION AND RATIONALE

This application is approved for the following reasons:

- The subject lands are designated Urban Employment Area under Schedule B of the Official Plan. The Urban Employment Area is designated to permit a variety of functions, including noxious industrial uses that impose constraints on other uses locating nearby and require a buffer between these and other uses and uses that, while not noxious, are incompatible with other uses because of noise, light and around the clock operation. Lands such as these have large land areas to allow for storage, parking and building floor plate, and they are usually well situated with respect to major roads such as Highway 417. Permitted uses in the General Urban Area Include traditional industrial uses such as manufacturing, warehousing, distribution, storage, communications, construction. These uses may also permit uses that store most products outdoors and require large land areas devoted to external storage, sale or service of goods or for vehicle sales and service.
- The proposal is in conformity with the Zoning By-law and the Heavy Industrial (IH) designation applied to this property.

- This proposal was scoped to the north part of the site, recognizing that Site Plan Control Application File Number D07-12-11-0102 was approved for the southern portion of the parcel where building C is to remain.
- The conditions of approval ensure that infrastructure, tree protection, environmental protection, grading and erosion and other site-specific challenges have been addressed and other responsibilities of the applicant & owner have been outlined.
- The site has been designed appropriately to allow for appropriate access and circulation. All aspects of the proposal represent good land-use planning.

CONSULTATION DETAILS

Councillor's Concurrence

Councillor Jean Cloutier was aware of Staff's recommendation. Councillor has concurred with the proposed conditions of approval.

Public Comments

This application was subject to public circulation under the Public Notification and Consultation Policy. There was no public comment received online.

Technical Agency/Public Body Comments

Summary of Comments –Technical

N/A

Advisory Committee Comments

Summary of Comments – Advisory Committees

N/A

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 changes made between submissions resulting in longer circulation times and the number of reviews required to resolve outstanding issues.

Contact: Cameron Hodgins Tel: 613-580-2424, ext.15788, or e-mail: Cameron.Hodgins@ottawa.ca

Document 1 – Location Map

