



**SITE PLAN CONTROL APPLICATION  
DELEGATED AUTHORITY REPORT  
STAFF APPROVAL, DEVELOPMENT REVIEW, RURAL**

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Site Location: 6793 Hiram Drive

File No.: D07-12-19-0106

Date of Application: June 10, 2019

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This SITE PLAN CONTROL application submitted by Kollaard Associates Inc., on behalf of 2436026 Ontario Inc., is APPROVED as shown on the following plan(s):

1. **Site Plan**, drawing number 180938-SP, prepared by Kollaard Associates, signed and sealed by Steven E. deWit, dated April 25, 2019, Revision 4 dated July 27, 2020.
2. **Landscape Plan**, drawing number 119060-L, prepared by Novatech Engineering Consultants Ltd., dated May 2, 2019, Revision 4 dated March 25, 2020.
3. **Elevations**, drawing 180938-A2.0, prepared by Kollaard Associates, dated December 20, 2019, Revision 4 dated July 27, 2020.
4. **Site Grading Plan/Sediment and Erosion Control Plan**, drawing number 180938-GR, prepared by Kollaard Associates, signed and sealed by Steven E. deWit, dated April 25, 2019, Revision 4 dated July 27, 2020.
5. **Site Servicing Plan**, drawing number 180938-SER, prepared by Kollaard Associates, signed and sealed by Steven E. deWit, dated April 25, 2019, Revision 4 dated July 27, 2020.
6. **Details**, drawing number 180938-DET, prepared by Kollaard Associates, signed and sealed by Steven E. deWit, dated April 25, 2019, Revision 4 dated July 27, 2020.
7. **Trucking Entry Plan**, drawing number 180938-TI, prepared by Kollaard Associates, signed and sealed by Steven E. deWit, dated April 25, 2019, Revision 4 dated July 27, 2020.
8. **Trucking Exit Plan**, drawing number 180938-TO, prepared by Kollaard Associates, signed and sealed by Steven E. deWit, dated April 25, 2019, Revision 4 dated July 27, 2020.

And as detailed in the following report(s):

9. **Site Servicing and Stormwater Management Report**, prepared by Kollaard Associates, signed and sealed by Steve deWit, P.Eng., dated April 26, 2019, Revision 5 dated August 27, 2020.

10. **Geotechnical Investigation Report**, prepared by Kollaard Associates, signed sealed by Steve deWit, P.Eng., dated April 12, 2019, Revision 5 dated August 27, 2020.
11. **Hydrogeological Study**, prepared by Kollaard Associates, signed and sealed by Colleen Vermeersch, P.Eng., dated April 22, 2019, 2nd revision dated April 29, 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. 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. 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.

### **4. 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.

### **5. 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.

**6. Development Charges**

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

**7. 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.

**8. 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.

**9. Private Approach Detail**

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

**10. 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.

**11. 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.

**12. Quality and Quantity of Groundwater**

- a. The Owner acknowledges and agrees that the City does not guarantee the quality or quantity of the groundwater used to service the subject lands. If, at some future date, the quality or the quantity of the groundwater becomes deficient, the City shall bear no responsibility, financial or otherwise, to provide solutions to the deficiency. All efforts and costs to remedy such deficiencies in the groundwater shall be the sole responsibility of the Owner.
- b. The Owner acknowledges and agrees that a notice-on-title respecting the quality or quantity of the groundwater used to service this development, 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.

**13. Notice on Title - Quality and Quantity of Groundwater**

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 City of Ottawa does not guarantee the quality or the quantity of the groundwater. The Purchaser/Lessee further acknowledges being advised that if, at some future date, the quality or the quantity of the groundwater becomes deficient, the City of Ottawa shall bear no responsibility, financial or otherwise, to provide solutions to the deficiency. All efforts and costs to remedy such deficiencies in the groundwater shall be the sole responsibility of the owner.

"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."

**14. 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, Conservation and Parks 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.

**15. Re-Grading and Maintenance of Ditch**

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

- a. Re-grade the shoulders of the ditch within the road allowance(s) of Hiram Drive abutting the subject lands, to the satisfaction of the General Manager, Planning, Infrastructure and Economic Development Department;
- b. Obtain utility clearances prior to the re-grading of any ditch;
- c. Obtain approval from the City's Municipal Drainage Branch of the Parks, Forestry & Stormwater Services Department if the grade of any ditch bottom is to change; and
- d. Maintain a grass cover within the road allowance(s) of Hiram Drive abutting the subject lands, to the satisfaction of the General Manager, Planning, Infrastructure and Economic Development Department.

**16. Requirement for Grease and Oil Interceptor**

The Owner shall, in accordance with the City's Sewer By-law, being By-law No. 2003-514, as amended, install a grease and oil interceptor on the internal sanitary plumbing system in such a location where the storage or repair of vehicles occurs.

**17. 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 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.

**18. 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.

**19. 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.

**20. 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);
  - 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.

**21. Exterior Elevation 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.

**22. Maintenance and Liability Agreement for Landscaping**

The Owner acknowledges and agrees it shall be required to enter into a Maintenance and Liability Agreement with the City, for all plant and landscaping material (except municipal trees), decorative paving and street furnishings placed in the City's right-of-way along Hiram Drive in accordance with City Specifications, and the Maintenance and Liability Agreement shall be registered on title, at the Owner's expense, immediately after the registration of this Agreement. The Owner shall assume all maintenance and replacement responsibilities in perpetuity.

**23. 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.

**24. 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.

**25. 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.

**26. 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.

**27. Ottawa Macdonald-Cartier International Airport - Zoning Regulations**

The Owner acknowledges and agrees that the Ottawa Macdonald-Cartier International Airport Zoning Regulations (AZR) apply to temporary construction equipment, such as cranes. The Owner further acknowledges and agrees that if a crane is intended for use on the site, the Owner will notify Transport Canada in



Toronto a minimum of ninety (90) days in advance to determine if it will cause a safety hazard to pilots maneuvering in the area.

**28. Ottawa Macdonald-Cartier International Airport - Bird Attractions**

The Owner acknowledges and agrees that there will not be any present or future action, nor development undertaken, that may result in any bird attraction conditions and therefore a hazard to aircraft flying in the area. The Owner further acknowledges and agrees to maintain the site in a clean state and that any litter on the lands will be removed expeditiously. The Owner acknowledges and agrees to provide enclosed garbage areas and covered containers as shown on the approved Site Plan, referenced in Schedule "E" herein. The Owner acknowledges and agrees to only place on the lands plant/vegetation species that are not attractive as a food source to birds. If bird activity increases as a result of this development, the Owner shall be prepared to implement mitigation measures to address this operational hazard.

**29. 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.

**30. Bell Canada – Conduits**

The Owner acknowledges and agrees to provide Bell Canada with one or more conduit(s) of sufficient size from each unit to the room(s) in which the telecommunication facilities are situated and one or more conduit(s) from the room(s) in which the telecommunication facilities are located to the street line, to the satisfaction of Bell Canada.

**31. 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.

**32. 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.

**33. Enbridge Gas Distribution Inc. - Relocation Costs**

The Owner acknowledges and agrees to bear the responsibility of all costs associated with the relocation of any gas main resulting from changes in the alignment or grade of future road allowances, or for temporary gas pipe installations pertaining to phased construction.

**34. Enbridge Gas Distribution Inc. - Grading of Road Allowances**

The Owner covenants and agrees to grade all road allowances to as close to final elevation as possible, provide necessary field survey information and all approved municipal road cross sections, identifying all utility locations, prior to the installation of the gas piping.

**35. Hydro One Networks Inc. - Relocation or Revision to Hydro One Networks Inc. Facilities**

The Owner acknowledges and agrees that it is responsible for the costs of any relocations or revisions to Hydro One Networks Inc. facilities that are necessary to accommodate the site development.

**Special Conditions**

**36. Maintenance of Watercourse Setback**

The Owner agrees there is a 15-metre "No Touch/No Development" setback from the watercourse, described as 15-metres from the top of bank as indicated on the approved Site Plan, which is to be adhered to, to the satisfaction of the South Nation Conservation Authority and the General Manager, Planning, Infrastructure and Economic Development Department.

**37. South Nation Conservation Authority**

The Owner acknowledges and agrees that a portion of the property is within the regulatory area of the South Nation Conservation Authority in accordance with Ontario Regulation 170/06 "Development, Interference with Wetlands and Alterations to Shorelines and Watercourses Regulation", under Section 28 of the Conservation Authorities Act, R.S.O. 1990, c.C.27. The Owner agrees that if there will be any development, including the grading and placement of fill, within or 15m adjacent to the floodplain, or any alteration, straightening, changing, diverting or interfering with any watercourse, that it will obtain such approval and/or permits as may be required from the South Nation Conservation Authority, and further agrees to file copies of such permits with the General Manager, Planning, Infrastructure and Economic Development prior to issuance of a Commence Work Order. The Owner further acknowledges and agrees that no site alterations, including grading

and construction, within the regulated area shall be undertaken in advance of receiving such permits from the South Nation Conservation Authority.

**38. Filling of Site**

The Owner(s) acknowledges and agrees that the lot is to be filled in accordance with the Development Agreement, associated with the related Consent to Sever application, between the City of Ottawa and Ken Gordon Holdings Inc. and dated February 27, 2015

**39. Private Storm Sewer Connection to Municipal Drain System**

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

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

October 8, 2020  
Date



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Seana Turkington  
Planner I, Development Review Rural  
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:** D07-12-19-0106

### **SITE LOCATION**

6793 Hiram Drive, and as shown on Document 1.

### **SYNOPSIS OF APPLICATION**

The subject site, known municipally as 6793 Hiram Drive, is approximately 4,000 square metres in size, with approximately 32 metres of frontage on Hiram Drive. The site is within an industrial subdivision within the Village of Greely and is currently vacant. To the north, south and east are lands developed with industrial/warehouse uses. To the west is an automobile recycling facility. The site is zoned Rural General Industrial Zone, Subzone 3 (RG3) as per the City's Zoning By-law.

In June of 2019, a Site Plan Control application was submitted by the applicant proposing to construct a 514 square metre warehouse, with accessory office. During the review of the application, the proposed use changed from a warehouse with accessory office to a heavy equipment repair garage with accessory office space. Approximately 425 square metres of the building is to be utilized for the heavy automotive repair garage, while 90 square metres will be utilized as office. Both the initially proposed use, and the currently proposed use are permitted under current zoning provisions. As required by the Zoning By-law, a total of seven parking spaces will be provided, including one accessible parking space. A loading space will be within the building, accessed from the rear of the building. Additionally, one bicycle parking space will be provided, which will be located near the main entrance of the building. The site will be accessed via a two-way driveway off of Hiram Drive. The subject site is to be serviced by private well and septic, with on-site stormwater management.

Various trees and shrubs are proposed to be planted along the rear of the subject site, as well as at the front of the property. Species to be planted include but are not limited to the following: Burr Oak, Sugar Maple, White Spruce, and Little Blue Stem.

When the lots were created via Consent to Sever, the associated approved Environmental Impact Statement (EIS) required that a 15-metre setback from the Top of Bank of the Cedar Acres Municipal Drain be adhered to. As such, the proposed development includes the required 15 metre rear yard setback and the 15-metre setback from the aforementioned municipal drain.

## **DECISION AND RATIONALE**

This application is approved for the following reasons:

- The subject site is designated Village on Schedule A of the Official Plan. Under Section 3.7.1 of the Official Plan, which pertains to Villages, permits a variety of uses in Villages, including light industrial uses.
- The subject site is designated Industrial on Schedule A (Land Use Plan) under the Village of Greely Community Design Plan (CDP). The industrial designation permits a variety of uses, including (but not limited to) commercial uses serving the industrial area, wholesale uses, office use, and storage.
- The subject site is zoned Rural General Industrial Zone, Subzone 3 (RG3), which permits a variety of uses including a warehouse and a heavy automotive repair garage. The proposal conforms to the Zoning By-law provisions and is a permitted use.
- The proposal respects the 15-metre “no-touch, no development” setback, stipulated in the Environmental Impact Statement (EIS) report approved when the lots were created via the Consent to Sever process.
- The proposal is in conformity with applicable policies and, represents good planning.

## **CONSULTATION DETAILS**

### **Councillor’s Concurrence**

Councillor Darouze is aware of Staff’s recommendation. Councillor has concurred with the proposed conditions of approval.

### **Public Comments**

This application was not subject to public circulation under the Public Notification and Consultation Policy. No public comments were received.

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

South Nation Conservation Authority (SNC) was involved in the review process and has no concerns with the proposal. It is recommended that the applicant consult Ottawa Septic System Office (OSSO) if they have not already.

### **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 complexity of issues requiring resolution prior to approval.

**Contact:** Seana Turkington Tel: 613-580-2424, ext. 27790, fax 613-580-2576 or e-mail: seana.turkington@ottawa.ca

## Document 1 – Location Map

