



**SITE PLAN CONTROL APPLICATION
DELEGATED AUTHORITY REPORT
PLANNING, REAL ESTATE AND ECONOMIC DEVELOPMENT DEPARTMENT**

Site Location: 2 Bill Leathem Drive

File No.: D07-12-22-0045

Date of Application: March 22, 2022

This SITE PLAN CONTROL application submitted by Bridgette Alchawa of McIntosh Perry Consulting Engineers Ltd., on behalf of Pat Hunter, 1850591 Ontario Ltd., is APPROVED as shown on the following plan(s):

1. **Site Plan**, SP-A01, prepared by Deimling Architecture & Interior Design, Revision No. 4 dated May 11, 2022
2. **Removals, Sediment & Erosion Control Plan**, C100, prepared by McIntosh Perry Consulting Engineers Ltd., Revision No. 2 dated May 24, 2022
3. **Lot Grading & Drainage Plan**, C101, prepared by McIntosh Perry Consulting Engineers Ltd., Revision No. 2 dated May 24, 2022
4. **Servicing Plan**, C102, prepared by McIntosh Perry Consulting Engineers Ltd., Revision No. 2 dated May 24, 2022
5. **Landscape Plan**, L1, prepared by GJA Inc., Revision No. 2 dated May 24, 2022
6. **Proposed Elevations**, A200, prepared by Deimling Architecture & Interior Design, Revision No. 2 dated March 18, 2022
7. **Proposed Elevations**, A201, prepared by Deimling Architecture & Interior Design, Revision No. 2 dated March 18, 2022

And as detailed in the following report(s):

1. **Servicing and Stormwater Management Report**, prepared by McIntosh Perry Consulting Engineers Ltd., Revised May 24, 2022
2. **Transportation Impact Assessment Memorandum**, prepared by McIntosh Perry Consulting Engineers Ltd., dated March 11, 2022

3. **Geotechnical Investigation Memorandum**, prepared by Paterson Group, dated May 24, 2022

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

General Conditions

1. The Owner shall enter into a standard site development agreement consisting of the following conditions. In the event the Owner fails to enter into such agreement within one year, this approval shall lapse.

2. **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.

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.

Special Conditions

Roads Right-of-Way and Traffic

10. 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.

Access

11. Private Approach Detail

The Owner acknowledges and agrees that all private approaches serving the proposed development shall be designed and constructed, at the sole expense of the Owner, in accordance with the City's "Curb Return Entrances Curb Return at a Private Entrance" Plan, Drawing No. SC7.1, dated March 2007 and revised March 2021, and the Owner shall comply with the City's Private Approach By-law, being No. 2003-447, as amended.

Geotechnical Engineering and Soils

12. 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.

Civil Engineering

13. 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.

14. 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.

15. 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.

16. 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.

17. Private Storm Sewer Connection to City Sewer System

The Owner acknowledges and agrees that any new storm sewers to be installed as part of this development shall not be connected to the City's existing storm sewer 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;

Planning and Design

18. 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.

Waste Collections

19. Waste and Recycling Collection (Standard Collection)

- a. Non-Residential/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.

Conveyances To City

20. Access Easement to City

The Owner acknowledges and agrees it shall grant to the City, at the Owner's expense, a Blanket Easement over the lands, with the right and licence of free,

uninterrupted, unimpeded and unobstructed access to the City to enter on and to pass at any and all times, on, over, along and upon the lands with or without vehicles, supplies, machinery and equipment for all purposes necessary or convenient to construct, maintain, repair and replace the Private Watermains, Private Service Posts and fire hydrants at the Owner's expense. The Owner acknowledges and agrees that notwithstanding the rights granted to the City under the grant of easement, the Owner remains responsible at all times for the maintenance, inspection, alteration, repair, replacement and reconstruction of the utility in the said lands during their term of use. The Owner acknowledges and agrees to provide an electronic copy of the Transfer of Easement prior to the execution of this Agreement by the City, to the satisfaction of the City Clerk and Solicitor. All costs shall be borne by the Owner.

September 1, 2022

Date



Lily Xu
Manager, Development Review, South
Planning, Real Estate and Economic
Development Department

Enclosure: Site Plan Control Application approval – Supporting Information

SITE PLAN CONTROL APPROVAL APPLICATION SUPPORTING INFORMATION

File Number: D07-12-22-0045

SITE LOCATION

2 Bill Leathem Drive, and as shown on Document 1.

SYNOPSIS OF APPLICATION

- The site is located to the southwest of the intersection of Longfields Drive and Bill Leathem Drive, within the South Merivale Business Park. The site is an irregularly shaped parcel that has an area of 12,110.47 square metres. The site is abutting the Greenbelt to the west and existing business park development to the south. There are vacant lands to the site's north which as part of an abutting future Subdivision development are to be dedicated to the City as parkland.
- The subject lands are currently developed with a 1,858 square-metre single storey warehouse building with associated office uses. The building consists of two units with separate entrances. Six loading spaces are provided at the rear of the site. The site is accessed by two in-and-out accesses onto Bill Leathem Drive.
- The proposal is to develop the site with a 1,379 square metre single storey addition to the existing building, which will contain office and warehouse space. The expanded building will have a total area of 3,237 square metres and will include 28 parking spaces, 6 loading spaces and 5 bicycle parking spaces.
- The site's current two in-and-out accesses onto Bill Leathem Drive will be maintained. While the existing parking spaces and drive aisle located at the front of the building will be relocated to the sides and rear of the building and new landscape features are being proposed to minimize hard surfaces and retain newly planted trees.

DECISION AND RATIONALE

This application is approved for the following reasons:

- The Urban Employment Area designation is intended to permit traditional industrial uses such as manufacturing, warehousing, distribution, storage, communications, and construction to support business and economic activity. The proposal is in fitting with the policies of the Urban Employment Area designation. The proposal has regard to the Official Plan policies of the Major Open Space designation of the abutting site, by mitigating the impacts to the adjacent environmental features.

- The proposal conforms to the Secondary Plan policies of the Nepean South Secondary Plan, which designates the site Prestige Business Park. The Secondary Plan designation is intended to permit several forms of employment uses including offices, various forms of light manufacturing, and warehousing.
- The proposal is in conformity with the Zoning By-law provisions for the applicable Light Industrial – South Merivale Business Park Subzone [IL9], which permits warehouse uses with associated office uses. The proposal is in meeting with all applicable zoning provisions and performance standards.
- Site issues such as servicing, compatibility, and functionality have been addressed through the Site Plan Control review process.
- The conditions are standard for this type of revision to an existing approved Site Plan.
- The site design represents good planning.

PARKLAND DEDICATION

Parkland dedication, in accordance with By-law 2009-95, was previously satisfied through the 2020 Site Plan Approval.

CONSULTATION DETAILS

Councillor's Comments

Councillor Carol Anne Meehan was aware of the application related to this report.

Public Comments

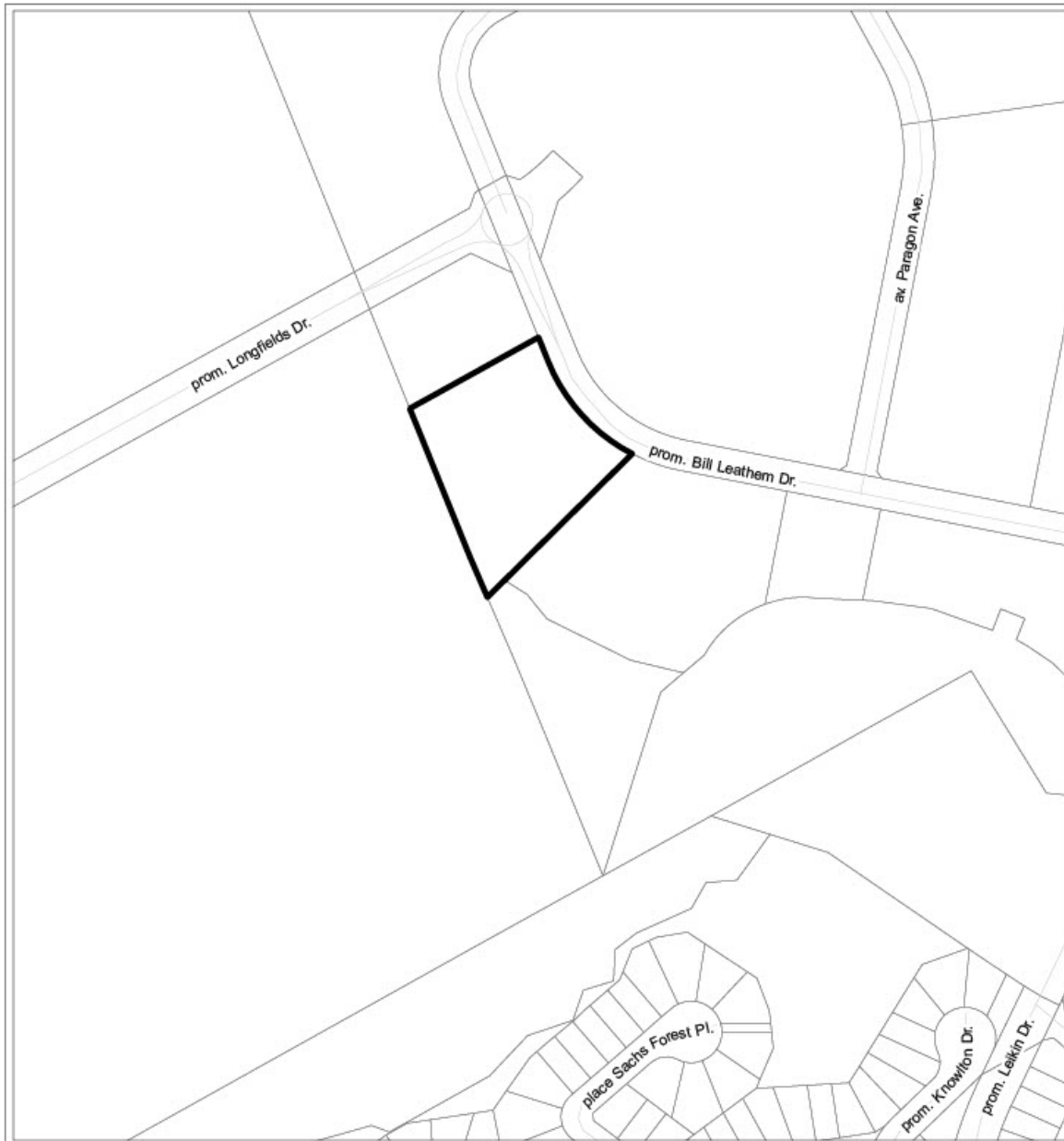
This application was subject to public circulation under the Public Notification and Consultation Policy. There was no public comment received online.

APPLICATION PROCESS TIMELINE STATUS

This Site Plan application was processed by the On Time Decision Date.

Contact: Katie Morphet Tel: 613-580-2424, ext. 25914 or e-mail: Katie.Morphet@ottawa.ca

Document 1 – Location Map



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REVISION / RÉVISION - 2022 / 03 / 28

LOCATION MAP / PLAN DE LOCALISATION
SITE PLAN / PLAN D'EMPLACEMENT



2 prom. Bill Leatham Dr.



NOT TO SCALE