



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

Site Location: 3455 Hawthorne Road

File No.: D07-12-20-0191

Date of Application: December 23, 2020

This SITE PLAN CONTROL application submitted by Nick Sutherland, FoTenn, on behalf of 3455 Hawthorne Storage GP Corp., is APPROVED as shown on the following plan(s):

1. **Site Plan**, prepared by DCA Architects, Drawing No. A100, dated June 2022, Revision No. 3, dated 2022-08-05.
2. **Site Servicing Plan**, prepared by D.B. Gray Engineering Inc., Drawing No. C-1, dated November 17, 2020, Revision No. 7, dated AUG 11-22.
3. **Existing Conditions, Decommissioning and Removals**, prepared by D.B. Gray Engineering Inc., Drawing No. C-2, dated November 17, 2020, Revision No. 6, dated AUG 11-22.
4. **Grading Plan**, prepared by D.B. Gray Engineering Inc., Drawing No. C-3, dated November 17, 2020, Revision No. 8, dated AUG 24-22.
5. **Erosion & Sediment Control Plan**, prepared by D.B. Gray Engineering Inc., Drawing No. C-4, dated November 17, 2020, Revision No. 7, dated AUG 11-22.
6. **Notes**, prepared by D.B. Gray Engineering Inc., Drawing No. C-5, dated November 17, 2020, Revision No. 6, dated AUG 11-22.
7. **Water Tables & Details**, prepared by D.B. Gray Engineering Inc., Drawing No. C-6, dated November 17, 2020, Revision No. 6, dated AUG 11-22.
8. **CB & MH Schedule & Roof Plan**, prepared by D.B. Gray Engineering Inc., Drawing No. C-7, dated November 17, 2020, Revision No. 6, dated AUG 11-22.
9. **Drainage Plan**, prepared by D.B. Gray Engineering Inc., Drawing No. C-8, dated November 17, 2020, Revision No. 6, dated AUG 11-22.
10. **Landscape Plan**, prepared by Fotenn Planning + Design, Drawing No. L1, dated November 2020, Revision No. 9, dated 2022/08/05.
11. **Landscape Details**, prepared by Fotenn Planning + Design, Drawings No. L2, dated November 2020, Revision No. 9, dated 2022/08/05.
12. **Landscape Details**, prepared by Fotenn Planning + Design, Drawings No. L3, dated November 2020, Revision No. 9, dated 2022/08/05.
13. **North & South Elevations**, prepared by DCA Architects, Drawing No. A301, Revision No. 5, dated 2022-09-08.

14. **East Elevation**, prepared by DCA Architects, Drawing No. A302, Revision No. 5, dated 2022-09-08.
15. **West Elevation**, prepared by DCA Architects, Drawing No. A303, Revision No. 5, dated 2022-09-08.
16. **Section: Retaining Wall**, prepared by D+M Structural Engineering, Drawing No. SK-1, dated August 2nd, 2022.
17. **Section: Retaining Wall**, prepared by D+M Structural Engineering, Drawing No. SK-2, dated August 4th, 2022.

And as detailed in the following report(s):

1. **Servicing Brief & Stormwater Management Report**, prepared by D.B. Gray Engineering Inc., dated December 14, 2020, Revised May 31st, 2022.
2. **Site Lighting Certification Letter**, prepared by Hudson Engineering, dated July 28th, 2022.
3. **Transportation Impact Assessment**, prepared by CGH Transportation, dated August 2022.
4. **Phase One Environmental Site Assessment**, prepared by Fisher Environmental Ltd., dated March 1st, 2021.
5. **Updated Geotechnical Investigation Report**, prepared by Fisher Environmental Ltd., dated July 9, 2019, revised July 22, 2022.
6. **Stationary Noise Feasibility Assessment**, prepared by Gradient Wind Engineers & Scientists, dated December 16, 2020.

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, Real Estate 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, Real Estate 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, Real Estate 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, Real Estate 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, Real Estate 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, Real Estate and Economic Development.

9. 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, Real Estate 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, Real Estate and Economic Development, the aforesaid Works are proceeding satisfactorily toward completion. The Owner shall obtain the prior consent of the General Manager, Planning, Real Estate 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, Real Estate 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.

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

Roads Right-of-Way and Traffic

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.

13. Transportation Impact Assessment

The Owner has undertaken a Transportation Impact Assessment for this site, 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 Impact Assessment, are fully implemented, to the satisfaction of the General Manager, Planning, Real Estate and Economic Development.

14. Permanent Encroachment Agreement

The Owner acknowledges and agrees to enter into a permanent Encroachment Agreement to permit the encroachment of the lantern feature’s roof and canopy to be constructed within the City’s Hawthorne Road right-of-way. The Owner shall, at its expense, provide a reference plan for registration, indicating the approved encroachments, and the Owner shall submit the draft reference plan to the City’s Surveyor for review and approval prior to its deposit in the Land Registry Office.

The Owner further acknowledges and agrees that the cost of preparation and registration of the Encroachment Agreement will be borne by the Owner.

15. Letter of Tolerance – Right-of-Way

The Owner shall, within two (2) weeks of Site Plan Control Approval, file with the General Manager, Planning, Real Estate and Economic Development a copy of the letter of tolerance issued by the Right-of-Way Unit for the encroachment of the lantern feature's roof and canopy to be constructed within the City's Hawthorn Road right-of-way, as shown on the approved Site Plan, referenced in Schedule "E" herein.

Access

16. 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.

Noise

17. Noise Control Attenuation Measures

The Owner covenants and agrees that it shall retain the services of a professional engineer licensed in the Province of Ontario to ensure that the recommendations of the Stationary Noise Feasibility Assessment, referenced in Schedule "E" herein (the "Report"), are fully implemented. The Owner further acknowledge and agrees that it shall provide the General Manager, Planning, Real Estate 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, Real Estate and Economic Development Department.

Geotechnical Engineering and Soils

18. 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, Real Estate 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, Real Estate and Economic Development.

19. 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.

Civil Engineering

20. Stormwater Management Memorandum

Prior to registration of this Agreement, the Owner acknowledges and agrees to provide the General Manager, Planning, Real Estate 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, Real Estate and Economic Development, and all associated costs shall be the Owner's responsibility.

21. 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.

22. 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, Real Estate 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, Real Estate 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, Real Estate 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, Real Estate and Economic Development.

23. 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, Real Estate 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.

24. 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.

Site Lighting

25. 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, Real Estate 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 Design

26. 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, Real Estate 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.

27. 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 Hawthorne Road 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.

28. 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.

29. Bird-Friendly Design

The Owner acknowledges and agrees that the project will be constructed using bird-safe glass and/or other integrated measures as specified in Guideline 2 of the City's Bird-Safe Design Guidelines to reduce the risks to birds associated with transparent and/or reflective surfaces. This includes the application of measures meeting the City's specifications to a minimum of 90% of the glass within the first 16 metres of height or to the height of the adjacent mature tree canopy, whichever is greater. This further includes the use of bird-safe glass to reduce the risks associated with design traps such as glass corners, fly-through conditions, glass railings or parapets as described in Guideline 3.

Waste Collections

30. Waste Collection

The Owner acknowledges and agrees that garbage, recycling, and organic waste collection will not be provided by the City and it shall make appropriate arrangements with a private contractor for garbage, recycling, and organic waste collection at the Owner's sole expense. The Owner shall consult a private contractor regarding any access requirements for garbage and/or recycling and organic waste collection.

Trees

31. New Trees

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

Signs

32. Installation of Signs on Private Property

The Owner acknowledges and agrees it shall obtain approval from the Chief Building Official, Building Code Services prior to installation of any signs on the subject lands. The Owner further acknowledges and agrees that any such signs shall be installed in a location to the satisfaction of the Chief Building Official, Building Code Services and the General Manager, Planning, Real Estate and Economic Development, and in accordance with the City's Permanent Signs on Private Property By-law No. 2016-326, as amended.

Conveyances to City

33. Road Widening

Immediately following the registration of this Agreement, the Owner acknowledges and agrees to convey to the City, at no cost to the City, an unencumbered road widening across the complete Hawthorne Road frontage of the lands, measuring 22.25 metres from the existing centreline of pavement/the abutting right-of-way. The exact widening must be determined by legal survey. The Owner shall provide a reference plan for registration, indicating the widening, to the City Surveyor for review and approval prior to its deposit in the Land Registry Office. Such reference plan must be tied to the Horizontal Control Network in accordance with the municipal requirements and guidelines for referencing legal surveys. The Owner acknowledges and agrees to provide an electronic copy of the Transfer and a copy of the deposited reference plan to the City Solicitor prior to the execution of this Agreement by the City. All costs shall be borne by the Owner.

September 9, 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: D07-12-20-0191

SITE LOCATION

3455 Hawthorne Road, and as shown on Document 1.

SYNOPSIS OF APPLICATION

The site is located on the east side Hawthorne Road, approximately 70 metres north of the Hawthorne Road and Hunt Club Road intersection. The site has approximately 153.77 metres of frontage along Hawthorne Road, with a total area of 8,132.5 square metres.

The site is currently occupied by a light industrial, outdoor storage use. The area north of the site includes heavy industrial uses, office uses and commercial uses. West of the site, across from Hawthorne Road, are low-rise residential dwellings. South of the site is the Ultramar gas station and agricultural uses south of Hunt Club Road. East of the site are light industrial uses and vacant lands zoned for heavy industrial uses.

Dymon Storage proposes to develop a four (4) storey self-storage facility, including a covered, drive-thru parking and loading area and an ancillary retail component that is secondary and supportive to the self-storage use. The self-storage portion of the building has an approximate Gross Floor Area (GFA) of 15,317 square metres whereas the retail component of the development has an approximate GFA of 700 square metres, for a total GFA of 16,017 square metres.

A total of 9 exterior surface parking spaces are proposed for vehicles and 5 interior parking spaces are provided within the drive through area as parallel spaces. A total of 8 bicycle parking spaces are proposed in proximity to the Dymon retail area.

Access to the site is provided from Hawthorne Road via two access points at the north and south of the property. This allows patrons of the facility to easily enter the drive through area at the south entrance, drive into the interior space, and then exit via the north access back onto Hawthorne Road. Pedestrian access will be improved with the addition of new 2-metre-wide concrete sidewalk along Hawthorne Road replacing the existing undersized asphalt sidewalk.

Tree plantings are proposed along the Hawthorne Road frontage within the City's right-of-way plus a variety of shrubs and vegetation are proposed along the edge of the building.

The building has enhanced architectural features, such as windows at the ground floor along the length of the drive through, lighting and high-quality materials.

The site is zoned IL[2727] (Light Industrial Zone – exception 2727) which permits the warehouse use. Accessory display and sales area is also permitted and must not exceed 25% of the gross floor area. Exception 2727 also allows specific provision for this site, such as minimum setbacks, minimum parking rates, minimum loading spaces, etc.

DECISION AND RATIONALE

This application is approved for the following reasons:

- The application was submitted prior to Council approval of the new Official Plan and is therefore being reviewed under the current Official Plan. The subject lands are designated 'Urban Employment Area' per Schedule B of the current Official Plan. Lands under the Urban Employment Area designation are intended to be reserved over the long term for places of business and economic activity. Uses that support this function includes offices, manufacturing, warehousing, distribution, research, and development facilities and utilities. The subject lands are located along Hawthorne Road which is designated as an Arterial road per Schedule E of the Official Plan.
- The proposal is in conformity with the Zoning By-law. A Zoning By-law Amendment (By-law 2021-242) was approved by Council on July 21st, 2021 and is in full force and effect.
- The Urban Design Guidelines for Drive Through Facilities are applicable to this proposed development. The purpose of these guidelines is to provide urban design guidance in order to assess and achieve appropriate development of drive-through facilities. The Site Plan proposal is respecting the guidelines by:
 - locating the building close to the street to help define the street edge;
 - making the majority of the pedestrian level façade facing the street highly transparent with clear glass windows and doors that animate public streets and maximize views in and out of the building;
 - landscaping the area in front of walls that face public streets and using projections, recesses, colour and texture to reduce the visual size of any unglazed walls;
 - Providing an unobstructed 2-metre-wide sidewalk in the public right-of-way, across private access driveways; and
 - Providing customer entrance doors that are close to parking areas.
- The site design represents good planning.

PARKLAND DEDICATION

Parkland dedication, in accordance with By-law 2009-95, is not applicable to this development.

CONSULTATION DETAILS

Councillor's Comments

Councillor Diane Deans was aware of the application related to this report. 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 were public comments received online and staff considered these comments.

Summary of public comments and responses

Comment:

Concerns that the four stories is too high and will block the daylight for townhomes across from Hawthorne Rd since all the windows are at the front and back.

Response:

The proposed height of the building is 17.9 metres whereas the Zoning By-law permits up to 18 metres. This application did not request an increase in the maximum permitted height through the related Zoning By-law Amendment.

Comment:

The sidewalk along the frontage of this development appears to be a substandard width. The sidewalk should be re-constructed to standard width along the frontage as part of this development.

Response:

The Site Plan application includes a new concrete sidewalk to City standards.

Technical Agency/Public Body Comments

Summary of Comments –Technical

N/A

Advisory Committee Comments

Summary of Comments – Advisory Committees

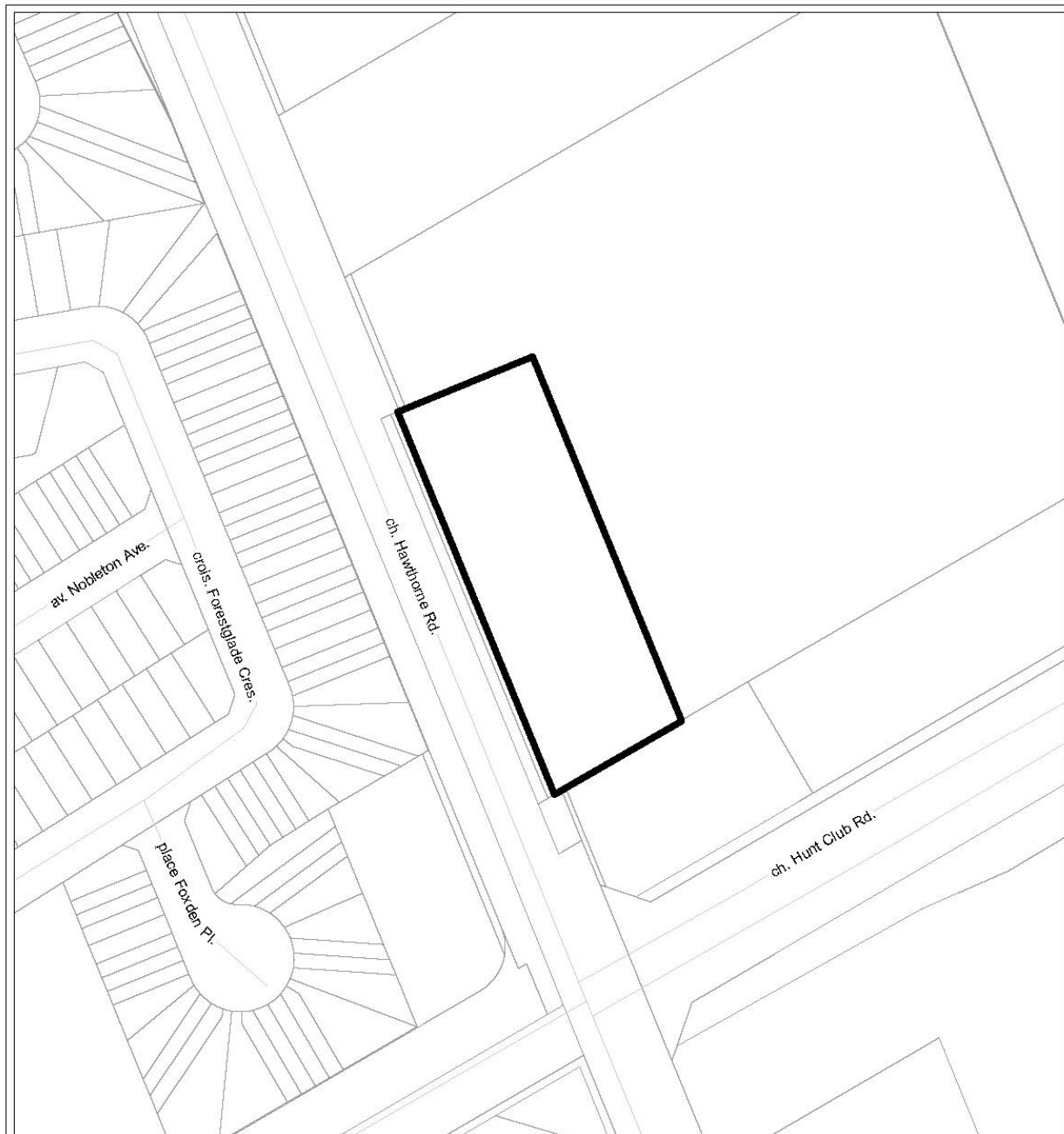
N/A

APPLICATION PROCESS TIMELINE STATUS

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

Contact: Mélanie Gervais Tel: 613-580-2424, ext. 24025 or e-mail: Melanie.Gervais@ottawa.ca

Document 1 – Location Map



D02-02-20-0139
D07-12-20-0191

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REVISION / RÉVISION - 2021 / 01 / 06

LOCATION MAP / PLAN DE LOCALISATION
ZONING KEY PLAN / SCHÉMA DE ZONAGE
SITE PLAN / PLAN DE EMPLACEMENT



3455 ch. Hawthorne Rd.

