



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

Site Location: 1375 Clyde Avenue

File No.: D07-12-17-0131

Date of Application: October 10, 2017

This SITE PLAN CONTROL application submitted by Fotenn Planning & Design, on behalf of Dymon Storage, is APPROVED as shown on the following plan(s):

1. **Site Plan**, prepared by DCA Architects., Drawing No. A100, dated April 2022, Revision No. 3, dated August 9, 2022.
2. **Building 1 Elevations**, Drawing No. A4.2, prepared by TACT Architecture Inc. and Nicholas Caragianis Architect, dated December 7, 2021.
3. **Building 2 Elevations - Dymon Storage**, Drawing No. A4.1, prepared by TACT Architecture Inc. and Nicholas Caragianis Architect, dated December 7, 2021.
4. **Building 3 Elevations - Benny & Co. Restaurant Elevations**, Drawing No. A4.3, prepared by TACT Architecture Inc. and Nicholas Caragianis Architect, dated December 7, 2021.
5. **Site Servicing Plan**, Drawing No. C-1, prepared by D.B. Gray Engineering Inc., Job No. 19058, dated September 17, 2019, Revision No. 9, dated July 29, 2022;
6. **Existing Conditions Removals & Decommissioning**, Drawing No. C-2, prepared by D.B. Gray Engineering Inc., Job No. 19058, dated September 17, 2019, Revision No. 7, dated April 28, 2022;
7. **Grading Plan**, Drawing No. C-3, prepared by D.B. Gray Engineering Inc., Job No. 19058, dated September 17, 2019, Revision No. 8, dated July 29, 2022;
8. **Erosion & Sediment Control Plan**, Drawing No. C-4, prepared by D.B. Gray Engineering Inc., Job No. 19058, dated September 17, 2019, Revision No. 8, dated July 29, 2022;
9. **Notes & Schedules**, Drawing No. C-5, prepared by D.B. Gray Engineering Inc., Job No. 19058, dated September 17, 2019, Revision No. 8, dated July 29, 2022;
10. **Details 1**, Drawing No. C-6, prepared by D.B. Gray Engineering Inc., Job No. 19058, dated September 17, 2019, Revision No. 8, dated July 29, 2022;
11. **Details 2**, Drawing No. C-7, prepared by D.B. Gray Engineering Inc., Job No. 19058, dated September 17, 2019, Revision No. 8, dated July 4, 2022;
12. **Drainage Plan**, Drawing No. C-8, prepared by D.B. Gray Engineering Inc., Job No. 19058, dated September 17, 2019, Revision No. 7, dated April 28, 2022;
13. **Landscape Plan**, prepared by Fotenn Planning + Design, Drawing No. L1-1, dated October 4, 2017, Revision No. 17, dated August 5, 2022;

14. **Planting Plan**, prepared by Fotenn Planning + Design, Drawing No. L2-1, dated October 4, 2017, Revision No. 17, dated August 5, 2022;
15. **Details**, prepared by Fotenn Planning + Design, Drawing No. L3-1, L3-2, and L3-3, dated October 4, 2017, Revision No. 17, dated August 5, 2022;
16. **Tree Conservation Plan**, prepared by Fotenn Planning + Design, Dated October 4, 2017, Revision No. 5, dated August 5, 2022

And as detailed in the following reports:

17. **Servicing Brief and Stormwater Management Report**, Report No. 19058, prepared by D.B. Gray Engineering Inc., Job No. 19058, dated December 17, 2019, revision 4, July 29, 2022.
18. **Preliminary Geotechnical Investigation**, prepared by Fisher Engineering, Job No. FE-P16-7971 GEO, dated November 18, 2016.
19. **Geotechnical Recommendations – 1375 Clyde Avenue**, prepared by Fisher Engineering, Job No. FE-16-7971 GEO, dated January 9, 2020.
20. **Geotechnical Memo – City of Ottawa Comment Response**, prepared by Fisher Engineering, dated June 14, 2022.
21. **Tree Conservation Report**, prepared by IFS Associates, dated April 28, 2022
22. **Transportation Impact Study**, Project No. 476370-01000, prepared by Parsons, dated June 30, 2017.
23. **Phase II Environmental Site Assessment**, Project No. FE-P 16-7972, prepared by Fisher Environmental Ltd., dated November 18, 2016.
24. **Planning Rationale Addendum**, prepared by Fotenn Planning + Design, dated October 9, 2019.

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

General Conditions

1. 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. 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

12. Transit Pads and Shelters

The Owner shall locate, design and construct, at no cost to the City, paved transit passenger standing areas/shelter pads and shelters to the specifications of the City as shown on the approved plans.

13. Slope Stability

The Owner shall have a Professional Structural Engineer, licensed in the Province of Ontario to inspect and confirm the constructed retaining walls have been constructed in accordance with the approved Retaining Wall Plan.

14. 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 and subsequent memorandums (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.

15. 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.

16. Retaining Wall

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

17. **Below Grade Parking Area and Depressed Driveways**

The Owner acknowledges and agrees that during major storm events, depressed driveways and below grade parking areas may be subject to flooding due to drainage from the road allowance. The Owner further acknowledges and agrees that the City shall not be liable for flooding claims. The Owner further acknowledges that it is recommended that backwater valves be installed on catch basins located in depressed driveways.

18. **Requirement for a Grease Interceptor**

In accordance with the City's Sewer Use By-law, being By-law No. 2003-514, as amended, the Owner acknowledges and agrees to install a grease interceptor on the internal sanitary plumbing system when a restaurant is established on the lands.

19. **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.

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. **Protection of City Sewers**

(a) Prior to the issuance of a building permit, the Owner shall, at its expense:

- (i) provide the General Manager, Planning, Real Estate and Economic Development with the engineering report from a Professional Engineer, licensed in the Province of Ontario, which report shall outline the impact of the proposed building's footing and foundation walls, on the City sewer system, that crosses the Baseline Road and Clyde Avenue frontages (the "City Sewer System") and the impact

of the existing City Sewer System on the building's footing and foundation walls;

- (ii) obtain a legal survey acceptable to the General Manager, Planning, Real Estate and Economic Development and the City's Surveyor, showing the existing City Sewer System within Baseline Road and Clyde Avenue and the location of the proposed building and its footings in relation to the City Sewer System;
 - (iii) obtain a video inspection of the City Sewer System within Clyde Avenue prior to any construction to determine the condition of the existing City Sewer System prior to construction on the lands and to provide said video inspection to the General Manager, Planning, Real Estate and Economic Development.
- (b) Upon completion of construction on the lands, the Owner shall, at its expense and to the satisfaction of the General Manager, Planning, Real Estate and Economic Development:
- (i) obtain a video inspection of the existing City Sewer System within Clyde Avenue to determine if the City Sewer System sustained any damages as a result of construction on the lands; and
 - (ii) assume all liability for any damages caused to the City Sewer System within Clyde Avenue and compensate the City for the full amount of any required repairs to the City Sewer System.

22. **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.

23. **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.

24. **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.

25. **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.

26. **Off-Site Contamination Management Agreement**

The Owner acknowledges and agrees that where contamination emanating from the site and impacting the City's rights-of-way is discovered during the course of the Works, the Owner shall notify the Manager, Realty Services immediately in writing and agrees to enter into an Off-Site Management Agreement with the City to address the contamination in the rights-of-way. The Owner shall be responsible for all associated costs with the Off-Site Management Agreement, which agreement shall be to the satisfaction of the General Manager, Planning, Real Estate and Economic Development.

27. **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 Ottawa Fire Services when requested.

28. **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 As-built 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, Real Estate and Economic Development.

29. **Leak Survey**

The Owner acknowledges and agrees that the Water Plant and sewer service within the lands is a private system, including Private Services and sewer services and appurtenances, and the Owner acknowledges and agrees that it is responsible for the operation, maintenance and/or replacement, in perpetuity, of the Private Services and sewer system, including the Private Watermains, private hydrants, private sanitary and storm sewer infrastructure (collectively the “private system”) which are located on the lands and that the Owner will retain copies of all the associated Work and maintenance contracts, and make said contracts available for inspection upon demand by the City.

Further, the Owner acknowledges and agrees to have a Professional Engineer, licensed in the Province of Ontario, conduct regular inspections of the water system and sewer system, which includes a leak detection survey at least every five (5) years and a video of the sanitary sewer system to check for major water infiltration into the private system. Copies of the inspection reports and videos shall be provided to the General Manager, Public Works and Environmental Services and Fire Services. The Owner further acknowledges and agrees that as part of the Owner’s ongoing maintenance responsibility for the private system, repairs to the system must be completed immediately to correct any deficiencies which contribute to water loss or leakage of infiltration within the private system. Any deficiencies shall be immediately reported to the City. The Owner acknowledges and agrees to notify the General Manager, Public Works and Environmental Services when such repairs have been completed.

30. **ECA approval**

The Owner acknowledges and agrees that no connection to the existing building, currently containing Motorsports World, will be permitted until a full Commence Work Notice with the approved Environmental Compliance Approval is issued.

31. **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.

32. **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.

33. **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 Baseline Road and Clyde Avenue 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.

34. **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.

35. **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.

36. **Tree Protection**

The Owner acknowledges and agrees that all trees to be retained, as shown on the approved Landscape Plan and identified in the Tree Conservation Report, referenced in Schedule "E" herein, shall be protected in accordance with the City's required tree protection measures. At a minimum, the following tree protection measures shall be applied during all on-site works:

- (a) Erect a fence at the critical root zone (CRZ) of trees, defined as ten (10 cm) centimetres from the trunk for every centimetre of trunk DBH (i.e., $CRZ = DBH \times 10cm$);
- (b) Tunnel or bore when digging within the CRZ of a tree;
- (c) Do not place any material or equipment within the CRZ of the tree;
- (d) Do not attach any signs, notices or posters to any tree;
- (e) Do not raise or lower the existing grade within the CRZ without the approval of the General Manager, Planning, Real Estate and Economic Development;
- (f) Do not damage the root system, trunk or branches of any tree; and
- (g) Ensure that exhaust fumes from all equipment are not directed towards any tree's canopy.

37. **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.

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

Upon execution of this Agreement, the Owner shall pay cash-in-lieu of parkland in the amount of \$ **133,376.72** as referenced in Schedule "B" herein. The Owner shall also pay the parkland appraisal fee of \$500.00 plus H.S.T. of \$65.00, as referenced in Schedule "B" herein. Pursuant to the City's Parkland Dedication By-law, being By-law No. 2009-95, as amended, 40% of said funds collected shall be directed to City wide funds (account 830015), and 60% shall be directed to Ward 9 funds (account 830298).

39. **Pedestrian Walkway**

The Owner acknowledges and agrees it shall ensure that pedestrian walkways in and around the buildings, as set out on the Site Plan referenced in Schedule “E” herein, shall not be impeded by signage or the placement of any merchandise, goods, promotions or street furniture at any time, to the satisfaction of the General Manager, Planning, Real Estate and Economic Development.

40. **Joint Use, Maintenance and Liability Agreement**

- (h) The Owner acknowledges and agrees that should the lands be severed in the future by means other than a Declaration of a Condominium, it shall ensure that the future owner of the freehold units shall enter into a Joint Use, Maintenance and Liability Agreement which shall be binding upon the owners and all subsequent purchasers to deal with the joint use, maintenance and liability of the common elements, including but not limited to any private roadway(s) and concrete sidewalks; common grass areas; common party walls, exterior walls; common structural elements such as the roof, foundations; common parking areas; sewers and watermains, for the mutual benefit and joint use of the owners; and any other elements located in the common property; and the Joint Use, Maintenance and Liability Agreement shall be filed with the General Manager, Planning, Real Estate and Economic Development.
- (i) The Owner shall file with the General Manager, Planning, Real Estate and Economic Development, an opinion from a solicitor authorized to practice law in the Province of Ontario that the Joint Use, Maintenance and Liability Agreement is binding upon the owners of the land and all subsequent purchasers to deal with the matters referred to Paragraph ____ (a) above.
- (j) The Owner acknowledges and agrees that the Joint Use, Maintenance and Liability Agreement shall be registered on the Owner’s lands at no cost to the City, and a copy of the registered agreement shall be provided to the General Manager, Planning, Real Estate and Economic Development.
- (k) The Owner acknowledges and agrees that the Joint Use, Maintenance and Liability Agreement shall include a clause that transfers all legal and financial obligations required under the Joint Use, Maintenance and Liability Agreement to future owners, successors and assigns in title of the subject lands.

41. **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.

42. **Road Widening-Baseline Road**

Prior to 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 Baseline 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.

43. **Road Widening-Clyde Avenue**

Prior to 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 Clyde Avenue frontage of the lands, measuring 17.28 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 13, 2022

Date

Allison Hamlin
Manager (A), Development Review, West
Planning, Real Estate and Economic
Development Department

Enclosure: Site Plan Control Application approval – Supporting Information



SITE PLAN CONTROL APPROVAL APPLICATION SUPPORTING INFORMATION

File Number: D07-12-17-0131

SITE LOCATION

1375 Clyde Avenue , and as shown on Document 1.

SYNOPSIS OF APPLICATION

The applicant is proposing to construct a six-storey 15,330 m² self-storage facility, a one storey 409 m² restaurant building with a drive through and a 468 m² expansion to the existing one-storey building on the subject property. The proposal provides 107 parking spaces and three dedicated loading spaces. Parking is proposed to be distributed throughout the subject property to provide access to the proposed/existing buildings.

The subject property is a 1.13-hectare reverse "L"-shaped parcel with frontage on Clyde Avenue and Baseline Road and is located west of Merivale Road. The property has two accesses, one at Clyde Avenue and another at Baseline Road. There is an existing one-storey building on the site, a retail and service facility for recreational vehicles, with the remainder of the site being a parking lot. The surrounding properties are primarily composed of commercial, vacant land, and light industrial uses.

DECISION AND RATIONALE

This application is approved for the following reasons:

Official Plan

The subject property is designated Arterial Mainstreet on Schedule B – Urban Policy Plan of the City of Ottawa Official Plan. As outlined in Section 3.6.3 of the Official Plan, the Mainstreet designation permits a broad range of uses, including retail and service commercial uses, offices, residential and institutional uses. The policies encourage building forms that enclose and define the street edge, while providing direct pedestrian access to the sidewalk. The Arterial Mainstreets policies generally support building heights in the nine-storey range. Land uses may be mixed in individual buildings or occur side by side in separate buildings.

In the new Official Plan, the subject property is located in the Outer Urban Transect and designated Hub with the Evolving Overlay. It is also within Area Specific Policy 45 which carries over a limited number of policies from the Merivale Road Secondary Plan.

Merivale Road Secondary Plan

The subject property is located within the Merivale Road Secondary Plan, Volume 2a of the City of Ottawa Official Plan. Section 1.3 identifies that the focus of the secondary plan is to allow the market to “rule” within the not insignificant constraints of land availability and maximum densities. Developments that do occur in the area should be supportive of the stable residential communities surrounding the secondary plan. It is recognized that the area will continue to be car-oriented, but the Plan focuses on improvements to the pedestrian and cyclist environment. The Plan also speaks to improvements to urban design, and mixing of residential and commercial uses.

Zoning By-law

The zoning on the site is AM10[2616]. A zoning by-law amendment was received for the subject property on July 4, 2017, and approved by the OMB on December 10, 2021, file number D02-02-17-0068. The proposed development complies with the zoning.

Design Guidelines

The proposal aligns with the Urban Design Guidelines for Development along Arterial Mainstreets. The proposed construction of two new buildings and an addition to an existing building fronting on two separate Arterial Mainstreets (Clyde Avenue and Baseline Road) encloses and better defines the street edge. The proposed development is designed in accordance with the vision for Arterial Mainstreets as it locates buildings closer to the street, provides buildings with active frontages, and removes the large parking lot. Taken together, this creates a more pedestrian-focused environment.

The proposal aligns with the Urban Design Guidelines for Drive-through Facilities by locating the building in front of the drive-through area to minimize its impact from the street, providing a clear pedestrian route and providing a landscaping buffer with the adjacent site.

Summary

The proposed self-storage use is in keeping with Official Plan policies and is consistent with the built context of the surrounding area. A zoning by-law amendment was approved at the Ontario Land Tribunal (OLT), formerly known as the OMB, which created site-specific zoning for the site. The use is appropriate and complementary to other commercial uses along Baseline Road and Clyde Avenue.

PARKLAND DEDICATION

Parkland dedication, in accordance with By-law 2009-95, is being satisfied within this approval through the taking of cash-in-lieu of parkland as detailed in the above conditions.

URBAN DESIGN REVIEW PANEL

The Site Plan Control application was subject to the Urban Design Review Panel process. A formal review meeting was held on December 7, 2017.

The panel's recommendations from the formal review of the Zoning By-law Amendment application and Site Plan Control application were:

- Simplify the vehicular access and parking area off Clyde Avenue.
- Consideration should be given to how the surrounding properties will develop in order to integrate this site with others in the future.
- The streetscape could be improved if uses that activate the street front onto Clyde with the storage element in the rear.

The panel was successful in aiding in the implementation of the following:

- Promoting a change to the design of the vehicular circulation and parking lot layout that results in it being more functional and safer than what was originally proposed.
- A redistribution of building mass closer to Clyde Avenue and the inclusion of retail at-grade in the Dymon Storage building, which will improve the streetscape.
- Although it is unknown how the large vacant land holding to the east will be developed in the future, staff have been successful in committing the owner to keeping options open to providing connections in the future.

While a number of positive design changes were achieved as a result of the Panel’s input, some suggested changes were not achievable. For example, the applicant was not willing to combine office use within the upper levels of the building, which could have had a further positive impact on the building animation and mix of uses. Yet through the main floor activation using glazing, active doors and implementing a retail use, this project has found other means of meeting the requirement for activation, animation and required mix of uses on site.

CONSULTATION DETAILS

Councillor’s Comments

Councillor Keith Egli indicated the following comments:

“This application was not welcomed by the surrounding community that would have preferred a project that offered other options such as housing units. The original application was voted down by Council but was unfortunately approved by way of appeal. While I appreciate that I cannot stop this project from going forward; I will not go on the record as being supportive of it .”

Councillors Brockington and Chiarelli are aware of the application.

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

Public Comment	Response
Increase in traffic	there are currently high traffic volumes in the area, the additional impact of increased traffic is low

Self storage facility not an appropriate use	The proposed self-storage model includes functions beyond self storage, including meeting spaces, shredding, mail boxes and a full-scale retail component on the main floor of the building. The self-storage use is permitted within the Arterial Mainstreet zone.
Proposed building will not be aesthetically pleasing.	Efforts have been made to improve the aesthetics of the building by including clear glazing on the ground floor facing the street, architectural masonry units and metal panels on portions of the building most visible from Clyde Avenue, and overhead doors that are partially transparent
Self-storage use will attract unwanted activity on the property	Staff will be on-site during regular hours of operation, CCTV system will be installed
Redevelopment of this site is premature until plans have been solidified for the larger undeveloped parcel of land immediately east of the subject site	The subject lands are functional and independent from this site. The vacant parcel of land to the east of the site is a private parcel of land and there is no clear indication if and when the owner intends to redevelop these lands.

Technical Agency/Public Body Comments

Comments received from the technical agencies have been addressed, as necessary, with appropriate conditions.




APPLICATION PROCESS TIMELINE STATUS

This Site Plan application was not processed by the On Time Decision Date due to the appeal of the Zoning By-law Amendment to the OLT.

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

Document 1 – Location Map



		LOCATION MAP / PLAN DE LOCALISATION SITE PLAN / PLAN D'EMPLACEMENT	
D07-12-17-0131	22-0779-L	 1375 av. Clyde Ave.	 <small>NOT TO SCALE</small>
I:\CO\2022\Site_Plan\Clyde_1375			
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