



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

Site Location: 30 Frank Nighbor Place

File No.: D07-12-22-0088

Date of Application: May 25, 2022

This SITE PLAN CONTROL application submitted by Novatech, on behalf of U-Haul Co. (Canada) Ltd., is APPROVED as shown on the following plan(s):

1. **Architectural Site Plan and Zoning Information**, A-1001, prepared by IBI Group, dated 2022-04-20, revision 7 dated 2022-11-18.
2. **Cover Page – BLDG A**, A-0000, prepared by IBI Group, dated 2022-04-29, revision 5 dated 2022-12-15.
3. **BLDG A – Building Assemblies**, A-0006, prepared by IBI Group, dated 2022-04-29, revision 9 dated 2022-12-15.
4. **BLDG A - Elevations**, A-2301, prepared by IBI Group, dated 2022-04-29, revision 6 dated 2022-12-15.
5. **BLDG A – Door Schedule**, A-9922, prepared by IBI Group, dated 2022-07-19, revision 9 dated 2022-12-15.
6. **BLDG A – Window Schedule and Display Box Schedules**, A-9941, prepared by IBI Group, dated 2022-07-19, revision 4 dated 2022-12-15.
7. **Cover Page – BLDG D**, A-0000, prepared by IBI Group, dated 2022-04-29, revision 6 dated 2022-12-16.
8. **BLDG D – Building Assemblies**, A-0009, prepared by IBI Group, dated 2022-04-29, revision 8 dated 2022-12-16.
9. **BLDG D - Elevations**, A-4301, prepared by IBI Group, dated 2022-04-29, revision 7 dated 2022-12-16.
10. **BLDG D – Door Schedule**, A-9923, prepared by IBI Group, dated 2022-07-19, revision 3 dated 2022-12-16.
11. **BLDG D – Window Schedule and Details**, A-9942, prepared by IBI Group, dated 2022-07-19, revision 6 dated 2022-12-16.
12. **Landscape Plan**, 121326-L1, prepared by Novatech, dated May 20/22, revision 3 dated Nov. 14/22.
13. **Landscape Details**, 121326-L2, prepared by Novatech, dated May 20/22, revision 3 dated Nov. 14/22.
14. **Notes and Details Plan**, 121326-NDT1, prepared by Novatech, dated May 20/22, revision 3 dated Dec. 5/22.

15. **Notes and Details Plan 2**, 121326-NDT2, prepared by Novatech, dated Aug. 20/22, revision 2 dated Dec. 5/22.
16. **General Plan of Services**, 121326-GP1, prepared by Novatech, dated May 20/22, revision 3 dated Dec. 5/22.
17. **General Plan of Services 2**, 121326-GP2, prepared by Novatech, dated May 20/22, revision 3 dated Dec. 5/22.
18. **Grading and Erosion & Sediment Control Plan**, 121326-GR1, prepared by Novatech, dated May 20/22, revision 3 dated Dec. 5/22.
19. **Grading and Erosion & Sediment Control Plan**, 121326-GR2, prepared by Novatech, dated May 20/22, revision 3 dated Dec. 5/22.

And as detailed in the following report(s):

20. **Geotechnical Investigation**, Report PG6153-1, prepared by Paterson Group, revision 1, dated April 28, 2022.
21. **Geotechnical Review Memo – Grading Plan**, PG6153-MEMO.01, prepared by Paterson Group, dated September 9, 2022.
22. **Phase 1 Environmental Site Assessment**, prepared by Golder Associates Ltd., dated April 2021.
23. **Phase 1 Environmental Site Assessment Addendum**, prepared by WSP Golder Associates Ltd., dated May 19, 2022.
24. **30 Frank Nighbor Place Development Servicing Study and Stormwater Management Report**, prepared by Novatech, dated May 20, 2022, Revision 2 dated December 5, 2022.
25. **30 Frank Nighbor Place - Preliminary Scoped Environmental Impact Statement**, prepared by Golder Associates Ltd., dated May 2022.
26. **30 Frank Nighbor Place – Addendum to the Scoped Environmental Impact Assessment**, prepared by WSP Golder Associates Ltd., dated September 7, 2022.
27. **30 Frank Nighbor Place – Second Addendum to the Scoped Environmental Impact Assessment**, prepared by WSP Golder Associates Ltd., dated November 28, 2022.
28. **Review and Entry onto Ontario Public Register of Archeological Reports Memo for 20 Frank Nighbor Place**, prepared by the Ontario Ministry of Tourism, Culture, and Sport, dated June 25, 2018.
29. **Site Lighting Letter**, prepared by Goodkey Weedmark & Associates Ltd., dated May 2, 2022.

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, 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. 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.

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, 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.

9. Development Charges

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

10. Development Charges – Instalment Option

(a) The Owner acknowledges that for building permits issued after January 15, 2010, payment of non-residential development charges, excluding development charges for institutional developments, may be calculated in two (2) installments at the option of the Owner, such option to be exercised by the Owner at the time of the application for the building permit. The non-discounted portion of the development charge shall be paid at the time of issuance of the building permit and the discounted portion of the development charge shall be payable a maximum of two (2) years from the date of issuance of the initial building permit subject to the following conditions:

- (i) a written acknowledgement from the Owner of the obligation to pay the discounted portion of the development charges;
- (ii) no reduction in the Letter of Credit below the amount of the outstanding discounted development charges; and
- (iii) indexing of the development charges in accordance with the provisions of the City's Development Charges By-law, as amended.

(b) The Owner further acknowledges and agrees that Council may terminate the eligibility for this two (2) stage payment at any time without notice, including for the lands subject to this Agreement and including for a building permit for which an application has been filed but not yet issued.

(c) For the purposes of this provision,

- (i) "discounted portion" means the costs of eligible services, except fire, police and engineered services, that are subject to 90% cost recovery of growth-related net capital costs for purposes of funding from development charges. The 10% discounted portion, for

applicable services, must be financed from non-development charge revenue sources.

- (ii) “non-discounted portion” means the costs of eligible services, fire, police and engineered services, that are subject to 100% cost recovery of growth-related net capital costs for purposes of funding from development charges.

Special Conditions

11. Asphalt Overlay

Due to the number of road cut permits required to service this development, the Owner shall install an asphalt overlay over the total area of the public driving surface of Frank Nighbor Place, fronting the subject lands, as shown on the approved General Plan of Services referenced in Schedule “E” hereto. The overlay shall be carried out to the satisfaction of the General Manager, Planning, Real Estate and Economic Development. The Owner acknowledges and agrees that all costs are to be borne by the Owner.

12. 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.

13. 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.

14. 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.

15. 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 1. Development Servicing Study 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.

16. 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.

17. 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 General Plan of Services, Grading and Erosion & Sediment Control Plan and Development Servicing Study and Stormwater Management Report 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 General Plan of Services, Grading and Erosion & Sediment Control Plan and Development Servicing Study and Stormwater Management Report referenced in Schedule "E" herein.

18. Water Demand for Fire Fighting

The Owner acknowledges and agrees that the City's boundary conditions were provided for the subject development site setting out the available municipal water supply. The Owner further acknowledges and agrees that prior to building permit

issuance, a letter shall be prepared by a qualified Building Code professional, licensed in the Province of Ontario, and provided to the General Manager, Planning, Real Estate and Economic Development confirming the plans submitted for building permit issuance have incorporated any and all requirements of the Fire Underwriters Survey, 2020, or as amended, to achieve the low construction coefficient used within the proposed building design.

19. 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.

20. 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.

21. Video Examination

Video examination of storm and sanitary sewers 200mm or larger in diameter shall be required by the General Manager, Planning, Real Estate and Economic Development, at the Owner's expense, before final Acceptance or Approval of the Works.

22. Exterior Elevations Drawings

The Owner acknowledges and agrees to construct the proposed building in accordance with the approved Building A and Building D 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.

23. Archaeological

- (d) The Owner acknowledges and agrees that should potential archaeological resources be encountered during excavation activities, all Work in the area must stop immediately and the Owner shall contact a provincially licensed archaeologist.
- (e) The Owner acknowledges and agrees that if during the process of development deeply buried/undetected archaeological remains are uncovered, the Owner shall immediately notify the Archaeology Section of the Ontario Ministry of Tourism, Culture and Sport.
- (f) The Owner acknowledges and agrees that in the event that human remains are encountered during construction, the Owner shall immediately contact the police, the Ministry of Tourism, Culture and Sport and the Registrar of Cemeteries, Cemeteries Regulation Unit, Ministry of Consumer and Business Services, Consumer Protection Branch.

24. Tree Permit

The Owner acknowledges and agrees that any trees to be removed shall be removed in accordance with an approved Tree Permit, and in accordance with the City's Tree Protection By-law, being By-Law No. 2020-340, as amended. The Owner further acknowledges and agrees that a copy of the approved Tree Permit shall be posted on the construction site at all times until Approval is granted by the City for such Works.

A Hamlin

January 25, 2023

Date

Allison Hamlin
(A) Manager, 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: D07-12-22-0088

SITE LOCATION

The site is located at 30 Frank Nighbor Place, and as shown on Document 1.

SYNOPSIS OF APPLICATION

- The subject site is a vacant, irregularly shaped parcel with an area of approximately 3.8 hectares. The topography of the subject site is generally flat but slopes downwards towards the Carp River.
- The proposed development includes the construction of a new self-storage facility with an associated U-Haul rental establishment. The proposed development consists of four buildings in total.
- The subject site is located at the western extent of Frank Nighbor Place and is accessed by an existing drive aisle that is shared with Camp Mart's (20 Frank Nighbor Place) secondary access/egress. Surrounding land uses include undeveloped land and a stormwater pond to the north past Highway 417; commercial land uses including Camp Mart and Home Depot situated to the east; a vacant block of land immediately to the south as well as a recreational and athletic facility further south; and open space owned by the City of Ottawa and the Carp River to the west.
- Of the four buildings, Building 'A' is a five-storey self-storage building with a gross floor area (GFA) of 17,107 square metres located in the southern portion of the site. Buildings 'B' and 'C' are both outdoor enclosed storage buildings with a GFA of 209 square metres each; both buildings are located in the north-west corner of the site. Building 'D' is a one-storey warehouse building with a GFA of 1,620 square metres located in the north-east corner of the site.
- Buildings A and D are designed to incorporate multiple architectural materials for visual interest and vertical and horizontal relief. Building A will incorporate a prominent Entry Feature to serve as a landmark on the site. The buildings are designed to respect the City's Bird Safe Urban Design Guidelines.
- A total of 101 vehicle parking spaces, including two barrier-free spaces, and 10 bicycle parking spaces are provided. The site will be accessed by an existing drive aisle from Frank Nighbor Place, which is shared by 20 Frank Nighbor Place, which will be extended as part of the proposed development.

DECISION AND RATIONALE

This application is approved for the following reasons:

- The site is designated as Mixed Industrial, within the Suburban (West) transect in the City's Official Plan. The mixed-industrial designation permits low-impact light industrial uses such as warehousing, as well as automobile sales and service such as the proposed development.
- The site conforms with the provisions of the Zoning By-law, which zones the site as Light Industrial, Subzone 6, Urban Exception 1414, with a Maximum Height permission of 30 metres and a holding zone – IL6[1414] H(30)-h.
- The holding symbol on the site relates to a shopping centre use, and its lifting is not required for the proposed use.
- The proposal conforms to the City's Bird Safe Design Guidelines.
- The proposal provides self storage and automobile rental services to the surrounding community, conforms to all policies and by-laws, and represents good planning.

PARKLAND DEDICATION

Parkland dedication, in accordance with By-law 2022-280, was previously satisfied through the related plan of subdivision approval.

CONSULTATION DETAILS

Councillor's Comments

Councillor Allan Hubley was aware of the application related to this report. Councillor Hubley has concurred with the proposed conditions of approval and has no comments.

Public Comments

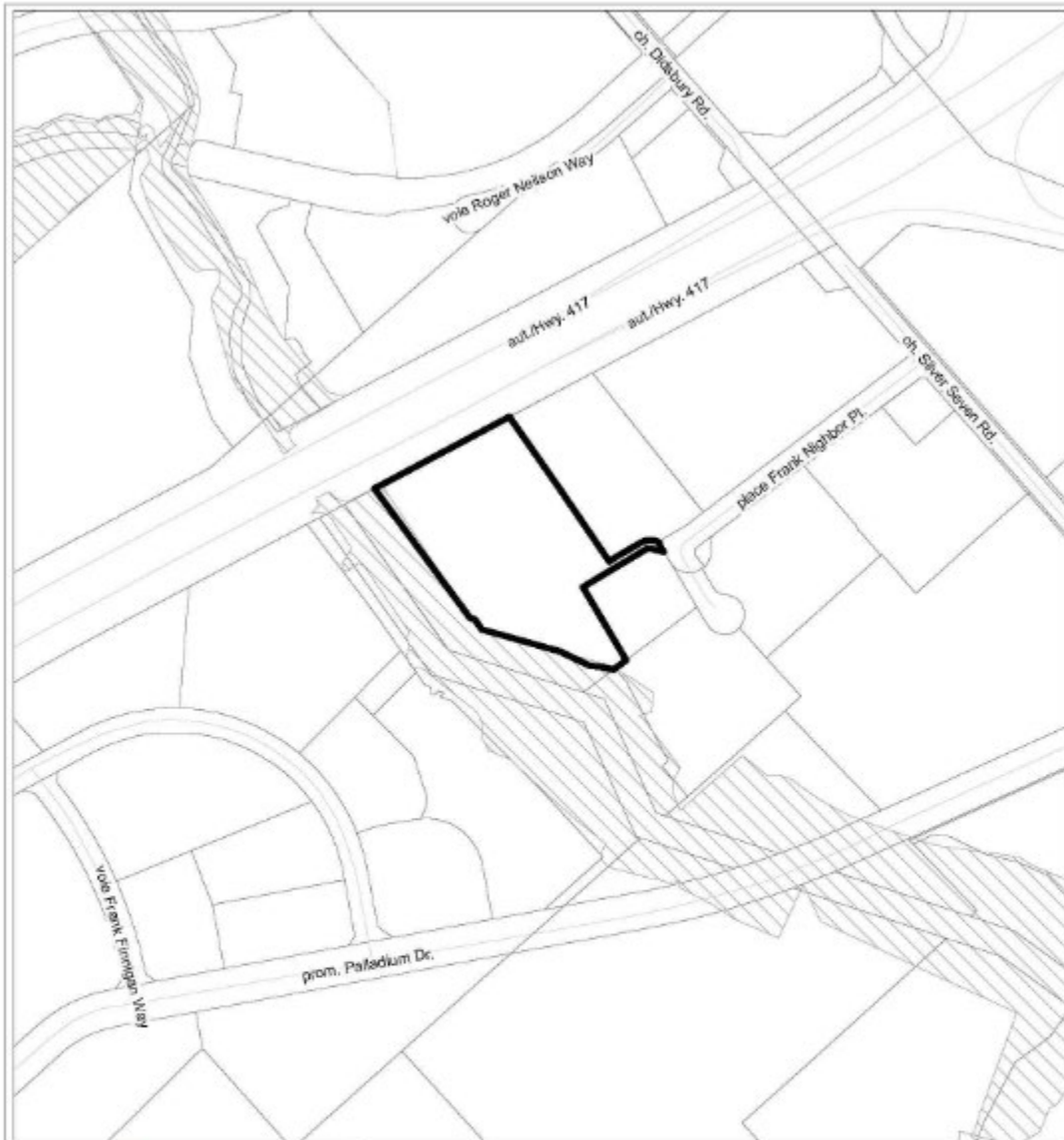
This application was subject to public circulation under the Public Notification and Consultation Policy. There was no public comment received online.

APPLICATION PROCESS TIMELINE STATUS

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

Contact: Sarah Ezzio, Tel: 613-580-2424, ext. 23493 or e-mail: Sarah.Ezzio@ottawa.ca

Document 1 – Location Map



		LOCATION MAP / PLAN DE LOCALISATION ZONING KEY PLAN / SCHÉMA DE ZONAGE LIFTING OF HOLDING SYMBOL / SYMBOLE DE LA LEVÉE DES DISPOSITIONS RELATIVES À L'AMÉNAGEMENT DIFFÉRÉ SITE PLAN / PLAN D'EMPLACEMENT	
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REVISION / REVISION - 2022 / 05 / 27		 30 pl. Frank Nighbor Place	 Existing Flood Plain (Section 58) / Plaine inondable (Article 58)
			