

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

Site Location: 2920 Sheffield Road

File No.: D07-12-22-0037

Date of Application: March 2022-03-08

This SITE PLAN CONTROL application submitted by Rod Price, on behalf of Glenn Kavanagh, is APPROVED as shown on the following plan(s):

1. **Proposed Site Plan**, 2920 Sheffield, A001, prepared Eric Schlange (Architect), dated August 2021, revision 4, dated 13/10/2022.
2. **Garbage Enclosure Details**, 2920 Sheffield, A002, Eric Schlange (Architect), dated August 2021, revision 4, dated 13/10/2022.
3. **Roof Plan**, 2920 Sheffield, A203, prepared by Eric Schlange (Architect), dated September 2022, revision 1, dated 13/10/2022.
4. **Building Elevations**, 2920 Sheffield, A300, prepared by Eric Schlange (Architect), dated August 2021, revision 3, dated 13/10/2022.
5. **Building Elevation, 2920** Sheffield, A301, prepared by Eric Schlange (Architect), dated August 2021, revision 3, dated 13/10/2022
6. **Landscape Plan**, 2920 Sheffield, L.1, prepared by McIntosh Perry, revision 2, dated 13/10/2022
7. **Site Servicing Plan**, 2920 Sheffield, C102, prepared by McIntosh Perry, dated July 2009, revision 3, dated Oct 14, 2022.
8. **Grading and Drainage Plan**, 2920 Sheffield, C101, prepared by McIntosh Perry, dated January 28, 2022, revision 4, dated Dec 09, 2022
9. **Site Servicing Plan**, 2920 Sheffield, C102, prepared by McIntosh Perry revision 4, dated Dec 09, 2022.
10. **Erosion and Sediment Control Plan**, 2920 Sheffield, C103, prepared by McIntosh Perry, dated January 28, 2022, revision 4, dated Dec 09, 2022.

And as detailed in the following report(s):

1. **Phase I – Environmental Site Assessment**, 2920 Sheffield, prepared by Sarah R. Montesano, dated 07/19/2006.
2. **Phase II Environmental Site Assessment**, 2920 Sheffield, prepared by Jane MacIntosh, dated August 1, 2007.
3. **Phase II, ESA, Figure 1**, 2920 Sheffield, prepared by Jacques Whitford, dated Aug 2008.

4. **Phase I Appendix A Site Plan, Key Plan**, 2920 Sheffield, prepared by Jacques Whitford, dated 06/07/14
5. **Phase I Appendix A Site Plan, Key**, 2920 Sheffield, prepared by Jacques Whitford, dated 06/07/19
6. **Appendix B Photographs**, 2920 Sheffield, prepared by Jacques Whitford, dated 07/19/2006.
7. **Appendix C Assessor Qualifications**, 2920 Sheffield, prepared by Jacques Whitford,
8. **Appendix D Supporting Documentation**, 2920 Sheffield, prepared by Jacques Whitford, dated July 10, 2006
9. **Servicing & Stormwater Management Report**, 2920 Sheffield, prepared by McIntosh Perry, dated December 9, 2022.
10. **Tree Conservation Report**, 2920 Sheffield, prepared by Dendron Forestry Services (Astrid Nielsen), dated on December 14, 2021
11. **Geotechnical Repot**, 2920 Sheffield, prepared by SNC Lavalin (Gohe Metaferia), dated September 27, 2022

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

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

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. Prior to Site Plan Agreement

The Owner acknowledges and agrees that all terms and conditions of the Site Plan Agreement with 4379331 Canada Inc, registered as Instrument No. OC1049067 on

2009-11-09 is reconfirmed and is in full force and effect except as otherwise varied or amended in this Agreement. The Owner further acknowledges and agrees that the relevant portion of the Approved Plans referenced in Schedule "E" hereto shall supercede and replace and/or be in addition to, as the case may be, the relevant sections of the corresponding Plans contained in the previous Site Plan Agreement(s).

3. Permits

The Owner shall obtain such permits as may be required from municipal or provincial authorities and shall file copies thereof with the General Manager, Planning, Real Estate and Economic Development.

4. Barrier Curbs

The Owner acknowledges and agrees that the parking areas and entrances shall have barrier curbs and shall be constructed in accordance with the drawings of a design professional, such drawings to be approved by the General Manager, Planning, Real Estate and Economic Development.

5. Water Supply For Fire Fighting

The Owner shall provide adequate water supply for fire fighting for every building. Water supplies may be provided from a public water works system, automatic fire pumps, pressure tanks or gravity tanks.

6. Reinstatement of City Property

The Owner shall reinstate, at its expense and to the satisfaction of the General Manager, Planning, 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.

7. Construction Fencing

The Owner acknowledges and agrees to install construction fencing, at its expense, in such a location as may be determined by the General Manager, Planning, 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.

SPECIAL CONDITIONS:

1. 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.

2. Private Approach Detail

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

3. 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.

4. 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.

5. 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 & 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.

6. 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.

7. 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.

8. 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.

9. 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.

10. 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.

11. 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.

12. 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.

13. 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.

14. Cash-in-Lieu of Parkland

The Owner shall pay cash-in-lieu of parkland in accordance with the Parkland Dedication By-law of the City of Ottawa, as well as the fee for appraisal services. The monies are to be paid at the time of execution of the Site Plan Agreement.

April 3, 2023

Date



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

Enclosure: Site Plan Control Application approval – Supporting Information

SITE PLAN CONTROL APPROVAL APPLICATION SUPPORTING INFORMATION

File Number: D07-12-22-0037

SITE LOCATION

2920 Sheffield Road is in a large industrial business park that extends both north and south of Walkley Road, as shown in Document 1.

SYNOPSIS OF APPLICATION

- The subject site is a rhombus parcel with an approximate lot area of 7226 square metres. It is located on a cul-de-sac portion of the west side of Sheffield Road and backs on to a former railway line to the west with a towing service and storage yard.
- The adjacent properties along Sheffield to the north, east, and west include heavy equipment and vehicle sales, service, and repair shops, storage yards, warehouses, and a restaurant. The site is adjacent to existing local streets, arterial roads, Hawthorne Road, and the Provincial Highway 417 corridor to the east.
- The proposal seeks approval to construct a new 945 sq m. industrial warehouse building adjacent to and to be developed in association with an existing 1233 sq. m. industrial building sited on the easterly portion of the same property. It will have a gross warehouse floor area of 945 sq m at 2 stories (7.12m). 19 Vehicle spaces are proposed with an on-site vehicular circulation and road access arrangement in addition to bicycle parking.
- Architectural perspective shows consistency with contemporary approach to an industrial facility and complementary to neighbouring developments by using masonry cladding, multiple windows, and pedestrian entrance doorways. The second floor is proposed to be finished in complimentary grey vertical metal panel materials interspersed with windows across the full length of the building.
- The site will be serviced through existing water and sanitary infrastructure. A new storm service is proposed to collect and drain within the development area and will be enhanced via an oil and grit separator.

DECISION AND RATIONALE

This application is approved for the following reasons:

- The proposal is in conformity with the Official Plan to guide the future growth of the City as part of the designated urban employment area on schedule B. It also conforms to the growth management policies of the Official Plan to promote intensification in the urban area to accommodate opportunities for more jobs.
- Under the Outer Urban Transect Policy Area the site follows the designation as Industrial and Logistics

- The proposal is in conformity with the City of Ottawa’s Zoning By-law
- The proposal meets the intent of the Planning Act to promote economic development by developing and following land use patterns within the settlement.
 - The new plan advises that Industrial and Logistics areas are preserved to cluster economic activities relating to manufacturing, logistics, storage, and other related uses. The site is then consistent with the general purpose and intent of the Industrial and Logistics designation.
- All the conditions are standard for this form of development.
- The proposal represents good planning and design.

PARKLAND DEDICATION:

The amount of parkland dedication that is required is to be calculated as per the City of Ottawa Parkland Dedication By-law No 2009-95. The parkland dedication requirement for commercial/industrial uses is calculated as 2% of the gross land area of the site being developed.

- Therefore, the existing portion of the site addressed as 2920 Sheffield Road, which is currently developed with a commercial/industrial use is exempt from parkland dedication.

CONSULTATION DETAILS

Councillor’s Comments

Councillor Marty Carr was aware of the application related to this report. Councillor has concurred with the proposed conditions of approval.

Councillor Marty Carr indicated the following comments:

Public Comments

This application was not subject to public circulation under the Public Notification and Consultation Policy. There was no public comment received online.

Technical Agency/Public Body Comments

Standard technical comments were received and provided to the Applicant.

APPLICATION PROCESS TIMELINE STATUS

This Site Plan application was not processed by the On Time Decision Date. workload issues and the timing of submissions.

Contact: Tracey Scaramozzino Tel: 613-325-6976 or e-mail: tracey.scaramozzino@ottawa.ca

Document 1 – Location Map

