

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

Site Location: 140 Reis Road

File No.: D07-12-21-0204

Date of Application: November 23, 2021

This SITE PLAN CONTROL application submitted by JD Planning, on behalf of Winch Holdings, is APPROVED as shown on the following plan(s):

1. **Site Plan Proposed Light Industrial Building, 140 Reis Road**, drawing no: SP1.0, prepared by Grant + Henley Design Group, dated February 7, 2023.
2. **Site Grading Plan Proposed Light Industrial Building, 140 Reis Road** drawing no: 210430-GRD, prepared by Kollaard Associates Engineers, dated April 29, 2021 revision 4 dated, February 10, 2023.
3. **Site Servicing Plan Proposed Light Industrial Building, 140 Reis Road** drawing no: 210430, prepared by Kollaard Associates Engineers, dated April 29, 2021 revision 4 dated, February 10, 2023.
4. **Erosion & Sediment Control Plan, Proposed Light Industrial Building, 140 Reis Road**, drawing no: 210430-ESC, prepared by Kollaard Associates Engineers, dated April 29, 2021, revision 4 dated, February 10, 2023.
5. **Stormwater Management Plan Proposed Light Industrial Building, 140 Reis Road** drawing no: 210430-SWM, prepared by: Kollaard Associates Engineers; project no: 210430, dated: August 11, 2021, revision 4 dated, February 10, 2023.

And as detailed in the following report(s):

1. **Geotechnical Subsurface Investigation Proposed New Building, 140 Reis Road**, prepared by St. Lawrence Testing & Inspection Co. Ltd., dated March 31, 2021.
2. **Hydrogeological Study 140 Reis Road**, prepared by Kollaard Associates Engineers, dated August 13, 2021.
3. **Site Servicing and Stormwater Management Report Light Industrial Building, 140 Reis Road**, prepared by Kollaard Associates Engineers dated August 13, 2021 revised November 17, 2022.

a. Appendix A: Stormwater Management Model

And subject to the following Requirements, Scoped Site Plan Agreement, General and Special Conditions:

Requirements 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.

And subject to the following Scoped Site Plan Agreement Conditions:

Scoped Site Plan Agreement Conditions

1. Execution of Agreement within One Year

The Owner shall enter into a Scoped Site Plan Agreement, limited to the following conditions, list of approved plans and reports, 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. Quality and Quantity of Groundwater

a. The Owner acknowledges and agrees that the City does not guarantee the quality or quantity of the groundwater used to service the subject lands. If, at some future date, the quality or the quantity of the groundwater becomes deficient, the City shall bear no responsibility, financial or otherwise, to provide solutions to the deficiency. All efforts and costs to remedy such deficiencies in the groundwater shall be the sole responsibility of the Owner.

b. The Owner acknowledges and agrees that a notice-on-title respecting the quality or quantity of the groundwater used to service this development, as contained in Clause 11 hereinafter, shall be registered on title to the subject lands, at the Owner's expense, and a warning clause shall be included in all agreements of purchase and sale and lease agreements.

3. The Owner, or any subsequent owner of the whole or any part of the subject lands, acknowledges and agrees that all agreements of purchase and sale or lease agreements shall contain the following clauses, which shall be covenants running with the subject lands:

"The Purchaser/Lessee for himself, his heirs, executors, administrators, successors and assigns acknowledges being advised that the City of Ottawa does not guarantee the quality or the quantity of the groundwater. The Purchaser/Lessee further acknowledges being advised that if, at some future

date, the quality or the quantity of the groundwater becomes deficient, the City of Ottawa shall bear no responsibility, financial or otherwise, to provide solutions to the deficiency. All efforts and costs to remedy such deficiencies in the groundwater shall be the sole responsibility of the owner.

“The Purchaser/Lessee covenants with the Vendor/Lessor that the above clauses, verbatim, shall be included in all subsequent agreements of purchase and sale, and lease agreements for the lands described herein, which covenant shall run with the said lands.”

And subject to the following General and Special Conditions, through Letter of Undertaking: General Conditions

4. 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.
5. 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. 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. The Owner shall pay development charges to the City in accordance with the by laws of the City.
8. 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

- 9. 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.
- 10. The Owner agrees that all private approaches, including temporary construction access to the subject lands, shall be designed and located in accordance with and shall comply with the City’s Private Approach By-Law, being By-law No. 2003-447, as amended, and shall be subject to approval of the General Manager, Planning, Real Estate and Economic Development.
- 11. The Owner agrees to construct the septic system per the Approved Septic Permit No: 22-456, dated November 3, 2022.
- 12. The Owner acknowledges and agrees to retain an environmental consultant to test groundwater to be removed from the site during and after redevelopment. If through further testing the groundwater samples are found to be contaminated, all contaminated groundwater must be removed, managed or treated in accordance with appropriate Ontario regulations and/or discharged in accordance with the City’s Sewer Use By-Law, being By-law No. 2003-514, as amended.
- 13. 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.
- 14. 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.

15. 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. 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. 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 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 herein.
18. 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.
19. 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.

- 20. 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.
- 21. 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.
- 22. The Owner acknowledges and agrees that, prior to installation of any signage on the lands, it shall obtain approval from the Chief Building Official, Building Code Services, and the General Manager, Planning, Real Estate and Economic Development, which signage shall be in accordance with the City's Permanent Signs on Private Property By-law No. 2016-326, as amended.
- 23. The Owner shall supply to the General Manager, Planning, Real Estate and Economic Development, one set of mylar or plastic film as-constructed road, grading and service drawings including the location of all Works, certified under seal by a Professional Engineer, licensed in the Province of Ontario, for City records upon Acceptance and Approval of the Works. Furthermore, the Owner shall provide the As-built Drawings and the attribute data for the Works in a form that is compatible with the City's computerized systems.
- 24. The Owner acknowledges and agrees that no securities shall be released until such time as the related Scoped Site Plan Agreement has been registered on title.

April 26, 2023

Date



Cheryl McWilliams
Planner, Development Review, Rural
Planning, Real Estate and Economic
Development Department

Enclosure: Site Plan Control Application approval – Supporting Information

SITE PLAN CONTROL APPROVAL APPLICATION SUPPORTING INFORMATION

File Number: D07-12-21-0204

SITE LOCATION

140 Reis Road, and as shown on Document 1.

SYNOPSIS OF APPLICATION

The subject site, municipally known as 140 Reis Road, and is generally located north and east of Highway 417, west of Terry Fox Drive, and south of Thomas A. Dolan Parkway. The proposed lot is currently vacant with an internal gravel driveway and an approximate lot area of 1818.04 m². Located within an existing light industrial subdivision with a warehouse/distribution center to the north, an auto service use to the south and a low-rise storage yard and machinery sales/warehouse to the west.

The intent of this proposal is to permit the construction of a one-storey low-rise warehouse use for storage and potential mechanical workshop area. The structure proposes a height of 9.40 meters and a lot area of 466.85 m² with 5 parking spaces.

DECISION AND RATIONALE

This application is approved for the following reasons:

- The subject property is designated Rural Industrial and Logistics on Schedule B9 of the City of Ottawa's Official Plan. The proposal conforms with this designation as light industrial is a permitted use.
- The property is zoned Rural General Industrial Zone (RG4), and the proposal is in conformity with Zoning By-law 2008-250.
- The conditions of approval are to ensure the development is completed as approved. The scoped agreement will ensure that relevant notices remain on title and that the letter of undertaking can address the site development conditions needed.
- The proposed site design 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 Clarke Kelly was made aware of the application related to this report.

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

Technical agencies do not have any concerns regarding this application.

Advisory Committee Comments

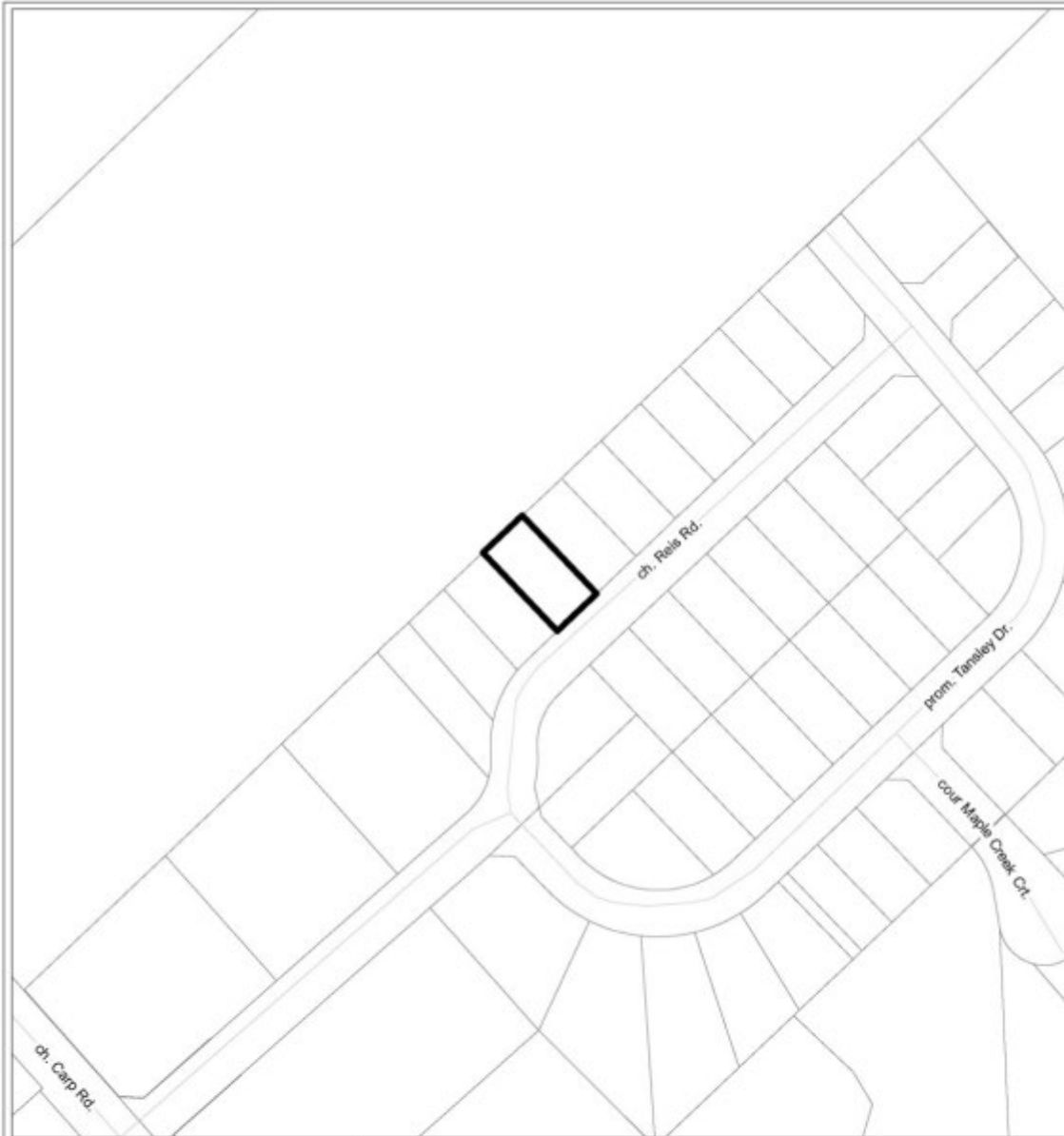
Advisory committees do not have any concerns regarding this application.



APPLICATION PROCESS TIMELINE STATUS

This Site Plan application was not processed by the On Time Decision Date due to staffing and workload issues.

Contact: Cheryl McWilliams Tel: 613-580-2424, ext. 30234 or e-mail:
Cheryl.mcwilliams@ottawa.ca

Document 1 – Location Map



		LOCATION MAP / PLAN DE LOCALISATION SITE PLAN / PLAN D'EMPLACEMENT	
D07-12-21-0204	22-0161-L	 140 ch. Reis Rd.	
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