



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

Site Location: 301 Somme Street

File No.: D07-12-21-0127

Date of Application: August 23, 2021

This SITE PLAN CONTROL application submitted by The Haven Group, on behalf of Consolidated Fastfrate (Ottawa) Holdings Inc., is APPROVED as shown on the following plan(s):

1. **Architectural Site Plan**, A101, prepared by Civitas Group, dated August 11, 2021, revision 5 dated December 6, 2022
2. **Tree Conservation Report Map #1: Current Vegetation**, prepared by Civitas Group, dated August 13, 2021.
3. **Landscape Plan**, L100, prepared by Civitas Group, dated August 13, 2021, revision 4 dated September 29, 2022.
4. **Landscape Assemblies & Details**, L101, prepared by Civitas Group, dated August 13, 2021, revision 3 dated June 9, 2022
5. **Fencing and Gate Details (Site Details)**, L102, prepared by Civitas Group, dated September 26, 2022, revision 1 dated September 26, 2022.
6. **Fencing and Gate Details**, L103, prepared by Civitas Group, dated September 26, 2022, revision 1 dated September 26, 2022
7. **Sediment and Erosion Control Plan**, drawing no. C004, prepared by CIMA+, project no. A001083, dated November 26, 2021, revision 4, dated September 29, 2022
8. **Notes Plan**, drawing C005A, prepared by CIMA+, project no. A001083, dated November 26, 2021, revision 4 dated September 29, 2022
9. **Notes Plan**, drawing C005B, prepared by CIMA+, project no. A001083, dated November 26, 2021, revision 4 dated September 29, 2022
10. **Grading Plan**, drawing C006A, prepared by CIMA+, project no. A001083, dated November 26, 2021, revision 5 dated December 2, 2022
11. **Sections**, drawing C006B, prepared by CIMA+, project no. A001083, dated November 26, 2021, revision 5 dated December 2, 2022
12. **Site Servicing Plan**, drawing C007, prepared by CIMA+, project no. A001083, dated November 26, 2021, revision 5 dated December 2, 2022
13. **Septic System Configuration and Sections**, drawing C008, prepared by CIMA+, project no. A001083, dated November 26, 2021, revision 4 dated September 29, 2022

14. **Details**, drawing C009, prepared by Civitas Group, project no. A001083, dated November 26, 2021, revision 4 dated September 29, 2022
15. **Details**, drawing C0010, prepared by Civitas Group, project no. A001083, dated November 26, 2021, revision 4 dated September 29, 2022
16. **Details**, drawing C0011, prepared by Civitas Group, project no. A001083, dated November 26, 2021, revision 4 dated September 29, 2022
17. **Details**, drawing C0012, prepared by Civitas Group, project no. A001083, dated November 26, 2021, revision 4 dated September 29, 2022
18. **Details**, drawing C0013, prepared by Civitas Group, project no. A001083, dated November 26, 2021, revision 4 dated September 29, 2022
19. **Details**, drawing C0014, prepared by Civitas Group, project no. A001083, dated November 26, 2021, revision 4 dated September 29, 2022
20. **Details**, drawing C0015, prepared by Civitas Group, project no. A001083, dated November 26, 2021, revision 4 dated September 29, 2022
21. **Details**, drawing C0016, prepared by Civitas Group, project no. A001083, dated November 26, 2021, revision 4 dated September 29, 2022
22. **Details**, drawing C0017, prepared by Civitas Group, project no. A001083, dated November 26, 2021, revision 4 dated September 29, 2022
23. **Details**, drawing C0018, prepared by Civitas Group, project no. A001083, dated November 26, 2021, revision 4 dated September 29, 2022

And as detailed in the following report(s):

1. **Final Geotechnical Reference Document - Proposed Industrial Development- Intersection of Rideau Street and Somme Street**, project 11231101 RPT-1, prepared by GHD Limited, dated October 20, 2022
2. **Hydrogeological and Impact Assessment Report**, project 1120832 01, prepared by GHD Limited, revision 2, dated September 22, 2022
3. **Hydrogeological Assessment- Large Sewage Disposal System, project 12565773**, prepared by GHD Limited, dated November 2, 2021
4. **Hydrogeological Impact Assessment: Pre-Construction Private Supply Well Monitoring & Baseline Data**, Ref. 12576381-04, prepared by GHD, dated July 21, 2022
5. **Site Servicing and Stormwater Management Report- Fastfrate Ottawa Warehouse and Distribution Facility**, prepared by CIMA+, file no. A001083, revision 4, dated December 2, 2022
6. **Required Fire Flow Proposal – CBRE – Fastfrate Warehouse**, prepared by Civilec Consultants Inc., reference 2206-09A, revision 2, dated September 28, 2022
7. **Terrain Analysis, Septic Assessment and Percolation Rate Evaluation**, prepared by GHD Limited, reference no. 11220832-01, dated April 12, 2021
8. **Phase One Environmental Site Assessment**, prepared by Paterson Group Consulting Engineers, reference PE5100-LET.03, dated July 26, 2022
9. **Phase Two Environmental Site Assessment**, prepared by Paterson Group Consulting Engineers, reference PE5100-LET.04, dated September 26, 2022
10. **Post Ground Improvement Report**, ref. 22T010, prepared by Menard, dated July 15, 2022.
11. **Transportation Impact Study**, prepared by CastleGlenn Consultants, dated May 18, 2021.

12. **Tree Conservation Report**, prepared by Civitas Architecture Inc., dated August 13, 2021, revised June 16, 2022.
13. **Scoped Environmental Impact Study**, prepared by GHD Ltd., dated January 6, 2022.

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

General Conditions

1. 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.

2. **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.

3. **Prior to Site Plan Agreement**

The Owner acknowledges and agrees that all terms and conditions of the Site Plan Agreement with _____, registered as Instrument No. _____ on _____, and the Amending Site Plan Agreement with the _____, registered as Instrument No. _____ on _____, are reconfirmed and are 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).

4. **Permits**

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

5. **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.

6. **Water Supply For Fire Fighting**

The Owner shall provide adequate water supply for fire fighting for every building as per the content of the Required Fire Flow memo. Water supplies will be provided from fire pumps and the ponds.

7. **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.

8. **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.

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. 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. 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.

13. Transportation Impact Assessment

The Owner has undertaken a Transportation Impact Study for this site, referenced in Schedule "E" herein, to determine the infrastructure and programs needed to mitigate the impact of the proposed development on the local transportation network and to establish the site design features needed to support system-wide transportation objectives. The Owner shall ensure that the recommendations of the Transportation Impact Study, are fully implemented, to the satisfaction of the General Manager, Planning, Real Estate and Economic Development.

14. Private Approach Detail

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.

15. **Slope Stability**

The Owner shall have a Professional Soils Engineer, currently licensed in the Province of Ontario to inspect and confirm the constructed embankment was constructed in accordance with the drawings.

16. **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 Final Geotechnical Reference Document (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, the confirmation of which shall be to the satisfaction of the General Manager, Planning, Real Estate and Economic Development.

17. **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.

18. **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 __ 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.

19. **Notice on Title - Quality and Quantity of Groundwater**

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.”

20. **Groundwater Management**

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.

21. **Spill Contingency and Pollution Prevention Plan**

The Owner shall, within six (6) months of signing this Agreement, develop and implement a spill contingency and pollution prevention plan, which plan, at a minimum, will include a set of written procedures describing how to prevent and/or mitigate the impacts of a spill within the area serviced by the Works:

- (a) the name, job title and location (address) of the Owner, person in charge, management or person(s) in control of the buildings;
- (b) the name, job title and 24-hour telephone number of the person(s) responsible for activating the spill contingency and pollution prevention plan;
- (c) a site plan drawn to scale showing the facility, nearby buildings, streets, catch basins and manholes, drainage patterns (including direction of flow in storm sewers), and receiving water course that could potentially be significantly impacted by a spill and any features which need to be taken into account in terms of potential impacts on access and response (including physical obstructions and location of response and clean-up equipment);
- (d) steps to be taken to report, contain, clean up and dispose of contaminants following a spill;

- (e) a listing of telephone numbers for local clean-up companies who may be called upon to assist in responding to spills, local emergency responders including health institution(s), and the Ministry of the Environment, Conservation and Parks Spills Action Centre;
- (f) Materials Safety Data Sheets (MSDS) for each hazardous material which may be transported or stored in the said building;
- (g) the means (internal corporate procedures) by which the spill contingency and pollution prevention plan is activated;
- (h) a description of the spill response training provided to employees assigned to work in the said building, the date(s) on which the training was provided and by whom;
- (i) an inventory of response and clean-up equipment available to implement the spill contingency and pollution prevention plan, location and date of maintenance/replacement if warranted; and
- (j) the dates on which the spill contingency and pollution prevention plan was prepared and subsequently, amended.

The Owner covenants and agrees to maintain the spill contingency and pollution prevention plan up to date through revisions undertaken from time to time as required by changes to the general operations of the site. The Owner further covenants and agrees to retain a copy of the spill contingency and pollution prevention plan in a conspicuous, readily accessible location on-site such that it can be used as a reference by employees assigned to work in the said building. The Owner further covenants and agrees that it will make available, for inspection and copying by City personnel, the spill contingency and pollution prevention plan.

22. **Re-Grading and Maintenance of Ditch**

The Owner acknowledges and agrees it shall be responsible for various grading and maintenance measures along Somme Street and Rideau Road, which include the following:

- (a) Re-grade the shoulders of the ditch within the road allowance(s) of Somme Street and Rideau Road abutting the subject lands, to the satisfaction of the General Manager, Planning, Real Estate and Economic Development Department;
- (b) Obtain utility clearances prior to the re-grading of any ditch;
- (c) Obtain approval from the City's Municipal Drainage Branch of the Parks, Forestry & Stormwater Services Department if the grade of any ditch bottom is to change; and
- (d) Maintain a grass cover within the road allowance(s) of Somme Street and Rideau Road abutting the subject lands, to the satisfaction of the General Manager, Planning, Real Estate and Economic Development Department.

23. **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.

24. **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.

25. **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 Site Servicing 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.

26. **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 not sufficiently, or adequately, on-site or are incompetent in the performance of their duties, or exhibit unreasonable bias 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.

27. **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.

28. **Site Dewatering**

The Owner acknowledges and agrees that while the site is under construction, any water discharged due to dewatering shall meet the requirements of the City's Sewer Use By-law No. 2003-514, as amended.

29. **Private Drainage Agreement**

The Owner shall enter into a Private Drainage Agreement with the adjacent _____ property owners, which shall be binding upon the owners and all subsequent purchasers, to deal with mutual rights for surface drainage, in accordance with the site plan approval issued by the City of Ottawa. The Private Drainage Agreement shall be registered on title, of those properties listed in the Agreement, at no cost to the City, and a copy shall be filed with the City, to the satisfaction of the General Manager, Planning, Real Estate and Economic Development Department.

30. **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.

31. **Environmental Site Remediation Program**

The Owner acknowledges and agrees to implement an environmental site remediation program, as per the recommendations of the Supplemental Phase II Environmental Site Assessment, referenced in Schedule "E" herein, involving the excavation and off-site disposal of all impacted soil and the pumping treatment or off-site disposal of all impacted groundwater, which is to be completed concurrently with the site redevelopment. The Owner acknowledges and agrees that

- (a) soils that are found to be contaminated, must be disposed, treated or recycled at a waste disposal site or landfill licensed for that purpose by the Ministry of the Environment, Conservation and Parks;
- (b) groundwater found to be contaminated, shall be removed, managed and/or treated in accordance with the appropriate Ontario regulations and/or discharged in accordance with the City's Sewer Use By-law, being By-law 2003-514, as amended.

32. **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. To provide adequate fire protection, in perpetuity, the entirety of the fire suppression system shall be inspected, tested and maintained, yearly, for conformance with NFPA 25.

33. **Private Storm Sewer Connection to City Sewer System**

The Owner acknowledges and agrees that any new storm sewers (including ditches) to be installed as part of this development shall not be connected to the City's existing storm sewer system (including ditches) until such time as either:

A certificate of conformance and As-built Drawings have been received from a Professional Engineer, currently 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.

34. **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, Infrastructure and Water 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, Infrastructure and Water Services when such repairs have been completed.

35. **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.

36. **Snow Storage - setback**

In addition to the provisions set out in Section 17 of Schedule "C" to this Agreement, the Owner acknowledges and agrees that no snow storage will occur within the fifteen (15 m) metre setback from the top bank of the watercourse, pursuant to the City's Zoning By-Law 2008-250, as amended.

37. **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.

38. **Archaeological Potential**

In the event that archaeological or human remains are discovered on or buried within the subject lands during development activities, the Owner acknowledges and agrees to stop all construction and soil disturbance and shall notify the Ministry of Tourism, Culture and Sport of such findings. As required under Part VI of the Ontario Heritage Act, R.S.O. 1990, c.O.18.

39. **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.

40. **Tree Protection**

The Owner acknowledges and agrees that all trees to be retained, as shown on the approved Landscape Plans 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.

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. **South Nation Conservation Permit**

The Owner acknowledges and agrees to obtain permission from South Nation Conservation under Ontario Regulation 174/06 entitled "Development, Interference with Wetlands and Alterations to Shorelines and Watercourses", under Section 28 of the Conservation Authorities Act, R.S.O. 1990, c.C.27., for the installation of any Works affecting the bed or the banks of the adjacent watercourse of Rideau Road, including construction of the stormwater outlet and/or grading changes, and further agrees to file copies of such permission with the General Manager, Planning, Real Estate and Economic Development. The Owner further acknowledges and agrees that no site works/alteration of the banks or connecting the drainage ditch to the

watercourse shall be undertaken in advance of receiving such permission from South Nation Conservation.

43. **South Nation Conservation – Final Approval**

The Owner acknowledges and agrees that prior to the registration of this agreement, they will obtain written formal clearance letter from South Nation Conservation Authority

44. **Corner Sight Triangle**

Prior to registration of this Agreement, the Owner acknowledges and agrees to convey to the City, at no cost to the City, an unencumbered corner sight triangle measuring 10 metres x 10 metres at the intersection of Somme Street and Rideau Road. The exact location and area of the corner sight triangle must be determined by legal survey. The Owner shall provide a reference plan for registration, indicating the corner sight triangle, to the City Surveyor for review 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.

February 10, 2023



Date

Adam Brown
Manager, 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: D07-12-21-0127

SITE LOCATION

301 Somme Street, and as shown on Document 1.

SYNOPSIS OF APPLICATION

The subject property is located at the south-east corner of Rideau Road and Somme Street within the Hawthorne Industrial Park. This property is currently vacant with natural vegetation on the rear portion, and has a lot area of approximately 4.07 hectares.

The surrounding properties to the west, south and east are vacant lands intended for rural industrial development within the Hawthorne Industrial Park. To the north of Rideau Road is a vacant property intended for general rural use.

The Site Plan Control application proposes to construct a single storey warehouse building including a distribution facility, fronting onto Somme Street. The warehouse will include office space amenities to support the function of the building. The development includes a delivery and pickup area and loading bays. A total of 75 parking spaces, including 3 accessible parking spaces and a gated transport truck parking area are included.

The development will be serviced by private well and septic services and an on-site stormwater management. Landscaping is proposed along the perimeter of the site, including adjacent to the stormwater management pond.

DECISION AND RATIONALE

This application is approved for the following reasons:

- The development meets the intent of the Official Plan
- The development meets all applicable provisions of the Zoning By-law.
- Sufficient Hydrogeological information has been provided to lift the 30cm reserve located along the Somme Street frontage. This review was complete in conjunction with file D07-02-21-0015.
- The proposed site design represents good planning by locating the building away from the watercourse located along Rideau Road, and by adding to the riparian buffer of the watercourse with sufficient trees and shrubs.
- The proposed site further represents good planning by locating the access as far as possible from the intersection of Rideau Road and Somme Street.

PARKLAND DEDICATION

Parkland dedication for this property was satisfied through the registration of the approved subdivision. No additional parkland dedication is required as a result of this application.

CONSULTATION DETAILS

Councillor's Comments

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

Public Comments

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

Technical Agency/Public Body Comments

N/A

Advisory Committee Comments

N/A

APPLICATION PROCESS TIMELINE STATUS

This Site Plan application was not processed by the On Time Decision Date due to the complexity of the issues associated with the development.

Contact: Sarah McCormick Tel: 613-580-2424, ext. 24487 or e-mail: Sarah.McCormick@ottawa.ca

Document 1 – Location Map



LOCATION MAP / PLAN DE LOCALISATION
SITE PLAN / PLAN D'EMPLACEMENT

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REVISION / RÉVISION - 2021 / 09 / 14



301 rue Somme Street



NOT TO SCALE