



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

Site Location: 1881 & 1883 Merivale Road and 6 & 12 Jamie Avenue

File No.: D07-12-23-0018

Date of Application: February 22, 2023

This SITE PLAN CONTROL application submitted by Peter Hume, HP Urban Inc., on behalf of Z.V. Holdings Corp, is APPROVED as shown on the following plan(s):

1. **Site Plan, SP-A01**, prepared by McRobie Architects + Interior Designers Inc., dated September 9, 2022, revision 9 dated October 20, 2023.
2. **Exterior Elevations Building A, A201**, prepared by McRobie Architects + Interior Designers Inc., dated February 2, 2023, revision 6 dated October 20, 2023.
3. **Exterior Elevations Building B, A202**, prepared by McRobie Architects + Interior Designers Inc., dated February 10, 2023, revision 6 dated October 20, 2023.
4. **Tree Conservation Report & Landscape Plan, L.1**, prepared by James Lennox & Associates Inc., dated December 2022, revision 4 dated September 17, 2023.
5. **Grading, Drainage and Erosion & Sediment Control Plan, C101**, prepared by McIntosh Perry Consulting Engineers Ltd., dated February 13, 2023, revision 3 dated August 18, 2023.
6. **Site Servicing Plan, C102**, prepared by McIntosh Perry Consulting Engineers Ltd., dated February 13, 2023, revision 3 dated August 18, 2023.

And as detailed in the following report(s):

1. **Transportation Impact Assessment Report**, prepared by Parsons Inc., dated October 30, 2023.
2. **Geotechnical Review – Global Stability Analysis**, prepared by Arcadis Canada Inc., dated June 7, 2023.
3. **Preliminary Geotechnical Investigation**, prepared by Arcadis Canada Inc., dated September 26, 2023.
4. **Phase One Environmental Site Assessment**, prepared by Arcadis Canada Inc., dated December 5, 2022.
5. **Phase Two Environmental Site Assessment**, prepared by Arcadis Canada Inc., dated February 17, 2023.
6. **Servicing & Stormwater Management Report Warehouse Development**, prepared by McIntosh Perry Consulting Engineers Ltd., dated August 18, 2023.

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

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. 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.

3. 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.

4. 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.

5. 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.

6. Tree Protection Fencing

The Owner acknowledges and agrees to install Tree Protection fencing, at its expense, in accordance with the Tree Conservation Report by James B Lennox & Associates, revised September 17/23 and to the satisfaction of the General Manager, Planning, Real Estate and Economic Development prior to the issuance of a tree removal permit.

7. **Construct Sidewalks**

The Owner shall design and construct sidewalk(s) within public rights-of-way or on other City owned lands to provide a pedestrian connection from or to the site as may be determined by the General Manager, Planning, Real Estate and Economic Development. Such sidewalk(s) shall be constructed to City Standards.

8. **Extend Internal Walkway**

The Owner shall extend internal walkways beyond the limits of the subject lands to connect to existing or proposed public sidewalks, at the sole expense of the Owner, to the satisfaction of the General Manager, Planning, Real Estate and Economic Development.

9. **Completion of Works**

The Owner acknowledges and agrees that no new building will be occupied on the lands until all requirements with respect to completion of the Works as identified in this Agreement have been carried out and received Approval by the General Manager, Planning, Real Estate and Economic Development, including the installation of municipal numbering provided in a permanent location visible during both day and night and the installation of any street name sign on relevant streets. Notwithstanding the non-completion of the foregoing Works, occupancy of a lot or structure may otherwise be permitted, if in the sole opinion of the General Manager, Planning, Real Estate and Economic Development, the aforesaid Works are proceeding satisfactorily toward completion. The Owner shall obtain the prior consent of the General Manager, Planning, Real Estate and Economic Development for such occupancy in writing.

Until all requirements with respect to completion of the Works as identified in this Agreement have been carried out and received Approval by the General Manager, Planning, Real Estate and Economic Development, the Owner shall give notice to the City of a proposed conveyance of title to any building at least thirty (30) days prior to any such conveyance. No conveyance of title to any building shall be effective unless the Owner has complied with this provision.

Nothing in this clause shall be construed as prohibiting or preventing the approval of a consent for severance and conveyance for the purposes of obtaining financing.

10. **Development Charges**

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

Site Specific Conditions

11. **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.

Access

12. **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.

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.

Transit

13. **Transit Pads and Shelters**

The Owner shall provide, at no cost to the City, a bus shelter at the existing bus stop located at Merivale Road, in conjunction with land development to reflect street architecture and/or to be incorporated into building structures. Design and location of shelter shall be to the satisfaction of the City.

The existing OC Transpo bus stop will be relocated to immediately south of the Merivale Road access. It will be designed according to current accessibility standards, including a 2.0m asphalt sidewalk along its 15m length and an accessible loading area (3.5m by 5.8m) concrete pad.

14. **Relocate/ Adjust Lay-by/ Bus Stop**

The Owner shall relocate/adjust those OC-Transpo's lay-by/bus stops which will be impacted by the proposed new roadwork and private approaches to the site.

ENGINEERING

Geotechnical Engineering and Soils

15. **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 Review - Global Stability Analysis (Arcadis, 2023) (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.

16. **Retaining Wall**

The Owner agrees to submit to the General Manager, Planning, Real Estate and Economic Development, prior to issuance of a building permit, details of the retaining walls which are greater than one metre in height, as shown on the approved Grading, Drainage, and Erosion & Sediment Control Plan referenced in Schedule "E" hereto, which shall be designed and prepared by a Professional Structural Engineer, licensed in the Province of Ontario, to the satisfaction of the General Manager, Planning, Real Estate and Economic Development. The Owner shall provide confirmation to the General Manager, Planning, Real Estate and Economic Development that the Professional Structural Engineer has inspected and confirmed that the retaining walls have been constructed in accordance with the approved retaining wall details.

17. **Retaining Wall - Stability**

The Owner acknowledges and agrees to install the proposed retaining walls in accordance with the approved Retaining Wall Design for 1881 Merivale Road and as shown on the approved Grading, Drainage, and Erosion & Sediment Control Plan, both referenced in Schedule "E" hereto. The Owner shall provide written confirmation, satisfactory to the General Manager, Planning, Real Estate and Economic Development, that a Geotechnical Engineer/Professional Structural Engineer, licensed in the Province of Ontario, has inspected and confirmed that the retaining walls have been constructed in accordance with the said approved Retaining Wall Design for 1881 Merivale Road. The Owner further acknowledges and agrees to provide an Internal Compound Stability (ICS) analysis from a Geotechnical Engineer / Professional Structural Engineer, licensed in the Province of Ontario, that all retaining walls, which are greater than one metre in height have been checked for global stability, have a factor of safety of at least 1.5 for static conditions (as calculated through SLIDE) and 1.1 for seismic conditions is achieved, which shall be to the satisfaction of the General Manager, Planning, Real Estate and Economic Development. The report shall provide structural details of the retaining wall(s).

The Owner further acknowledges and agrees to retain the services of a Professional Structural Engineer and a Soils Engineer, licensed in the Province of

Ontario, to inspect any retaining walls on the subject lands and confirm that the retaining walls have been constructed in accordance with the approved retaining wall details.

Groundwater

18. Protection of City Sewers

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

(i) obtain a video inspection of the City Sewer System within Jamie Avenue prior to any construction to determine the condition of the existing City Sewer System prior to construction on the lands and to provide said video inspection to the General Manager, Planning, Real Estate and Economic Development.

(b) Upon completion of construction on the lands, the Owner shall, at its expense and to the satisfaction of the General Manager, Planning, Real Estate and Economic Development:

(i) obtain a video inspection of the existing City Sewer System within Jamie Avenue to determine if the City Sewer System sustained any damages as a result of construction on the lands; and

(ii) assume all liability for any damages caused to the City Sewer System within Jamie Avenue and compensate the City for the full amount of any required repairs to the City Sewer System.

19. 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.

20. 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.

21. **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 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.

Private Systems

22. **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.

Site Lighting

23. **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); and

(ii) 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.

Waste Collections

24. **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.

Trees

25. **Tree Compensation**

The revised TCR (dated September 17, 2023) calls for removal of tree PO2, the jointly-owned poplar tree, due to impacts from the proposed sidewalk and regrading. As jointly-owned trees are considered to be City-owned under the Tree Protection By-law, compensation is required if it is to be removed. The tree's value has been assessed as \$6000.

The tree compensation invoice must be paid prior to the issuance of a Tree Removal Permit.

Parks

26. **Cash-In-Lieu of Conveyance of Parkland**

(a) Pursuant to Section 3 and Section 10 Parkland Dedication By-law 2009-05, as amended, cash-in-lieu (CIL) of parkland shall be paid at the time of Site Plan Control approval. Parks will collect cash-in-lieu of parkland at a rate of 2% of the gross land area of the site to be developed.

(b) The land valuation shall be determined as of the day before Site Plan Control approval and shall be at the cost of the Owner.

(c) The Owner acknowledges and agrees, prior to the issuance of a building permit, that the Owner shall pay cash-in-lieu of parkland at the rate set out in Condition #1) above. The Owner further acknowledges and agrees that the value of the land, determined as of the day before the day of building permit issuance, to be dedicated through cash-in-lieu of parkland is to be determined by the City's Realty Services Branch. The Owner shall also be responsible for payment of any appraisal costs incurred by the City.

Common Elements

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

(a) The Owner acknowledges and agrees that should the lands be severed in the future by means other than a Declaration of a Condominium, it shall ensure that

the future owner of the freehold units shall enter into a Joint Use, Maintenance and Liability Agreement which shall be binding upon the owners and all subsequent purchasers to deal with the joint use, maintenance and liability of the common elements, including but not limited to any private roadway(s) and concrete sidewalks; common grass areas; common party walls, exterior walls; common structural elements such as the roof, foundations; common parking areas; sewers and watermains, for the mutual benefit and joint use of the owners; and any other elements located in the common property; and the Joint Use, Maintenance and Liability Agreement shall be filed with the General Manager, Planning, Real Estate and Economic Development.

(b) The Owner shall file with the General Manager, Planning, Real Estate and Economic Development, an opinion from a solicitor authorized to practice law in the Province of Ontario that the Joint Use, Maintenance and Liability Agreement is binding upon the owners of the land and all subsequent purchasers to deal with the matters referred to Paragraph 30 (a) above.

(c) The Owner acknowledges and agrees that the Joint Use, Maintenance and Liability Agreement shall be registered on the Owner's lands at no cost to the City, and a copy of the registered agreement shall be provided to the General Manager, Planning, Real Estate and Economic Development.

(d) The Owner acknowledges and agrees that the Joint Use, Maintenance and Liability Agreement shall include a clause requiring subsequent purchasers to enter into an assumption agreement that transfers all legal and financial obligations required under the Joint Use, Maintenance and Liability Agreement to the future owners, successors and assigns in title of the subject lands. The Owner further acknowledges and agrees to include a clause in all agreements of purchase and sale informing purchasers that there is a Joint Use, Maintenance and Liability Agreement registered on title to the subject lands, and require the purchaser to enter into an assumption agreement thereto.

CONVEYANCES TO CITY

28. Road Widening

Prior to registration of this Agreement, the Owner acknowledges and agrees to convey to the City, at no cost to the City, an unencumbered road widening across the complete Merivale Road frontage of the lands, measuring 18.75m from the existing centreline of pavement/the abutting right-of-way. The exact widening must be determined by legal survey. The Owner shall provide a reference plan for registration, indicating the widening, to the City Surveyor for review and approval prior to its deposit in the Land Registry Office. Such reference plan must be tied to the Horizontal Control Network in accordance with the municipal requirements and guidelines for referencing legal surveys. The Owner acknowledges and agrees to provide an electronic copy of the Transfer and a copy of the deposited reference plan to the City Solicitor prior to the execution of this Agreement by the City. All costs shall be borne by the Owner.

AGENCIES

RVCA

29. **Rideau Valley Conservation Authority**

The Owner acknowledges and agrees to obtain any required approvals and/or permits from the Rideau Valley Conservation Authority prior to the commencement of site works. The Owner acknowledges and agrees to file copies of such approvals and/or permits with the General Manager, Planning, Real Estate and Economic Development.



December 21, 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: D07-12-23-0018

SITE LOCATION

The subject site is located to the east of Merivale Road and south of Jamie Avenue, and as shown on Document 1.

SYNOPSIS OF APPLICATION

The subject site is comprised of four parcels of land (1881 & 1883 Merivale Road, 6 & 12 Jamie Avenue). The site is approximately 14,000 m² and has an approximate frontage of 77 m on Merivale Road and 78 m on Jamie Avenue. The site currently contains a small, converted house for commercial uses that fronts on Merivale Road. The remainder of the site is vacant.

To the north of the site are commercial buildings and further north is a Costco and Costco Headquarters. To the east of the site are commercial buildings including auto repair shops and auto detailing services. To the south of the site are commercial buildings including auto repair shops and construction material suppliers. To the east of the site are commercial buildings, the Merivale Public Cemetery, Ottawa Catholic School Board, and Transport Canada.

The proposed development includes two one-storey warehouses. The existing accesses from both Merivale Road and Jamie Avenue will remain. Building A is located to the south of the site and fronts on Merivale Road with an approximate Gross Floor Area (GFA) of 3,500 m². Building B is located to the north of the site and fronts on Jamie Avenue with an approximate GFA of 3,000 m². 83 parking spaces are proposed to be shared between both buildings, located primarily to the east of the site. Loading spaces are located at the interior of the site, between the buildings. Landscaping that consists of shrubs and trees are located along the north and west boundaries to screen the buildings from the street and adjacent properties.

Related Applications

N/A

DECISION AND RATIONALE

This application is approved for the following reasons:

- The proposal conforms to the policies set out in the Official Plan.
- The proposal is in compliance with the Zoning By-Law.
- Conditions of approval are included in this report to ensure the proposed development is constructed in conformity with City policies and guidelines.
- The proposal represents appropriate design and site layout and represents good planning.

PARKLAND DEDICATION

Parkland dedication, in accordance with By-law 2022-280, is being satisfied within this approval through the taking of cash-in-lieu of parkland as detailed in the above conditions.

CONSULTATION DETAILS

Councillor's Comments

Councillor Sean Devine was aware of the application related to this report. Councillor 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

Summary of Comments –Technical

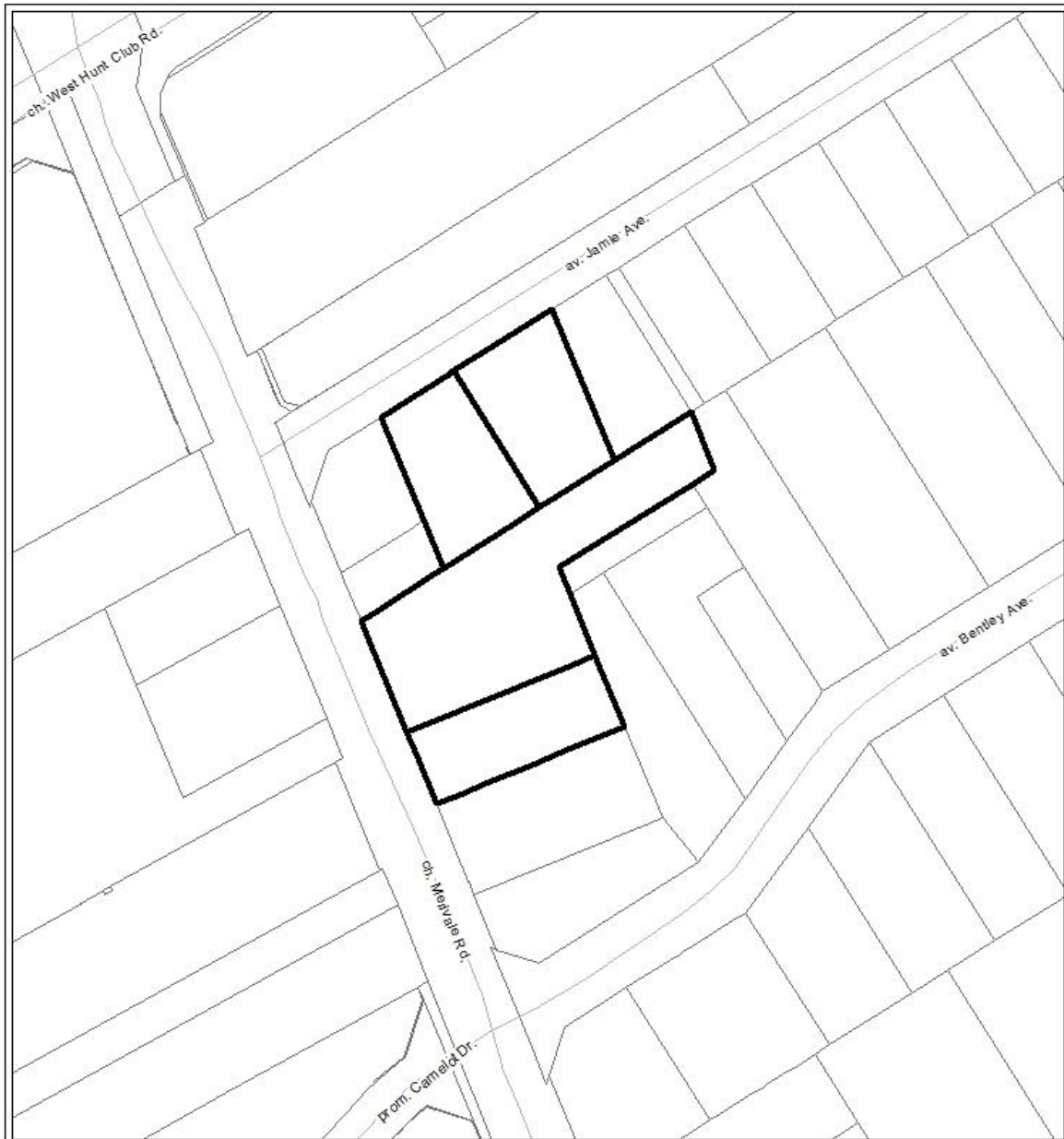
N/A




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 engineering & landscaping review

Contact: Kieran Watson Tel: 613-580-2424, ext. 25470 or e-mail:
Kieran.Watson@ottawa.ca

Document 1 – Location Map



		LOCATION MAP / PLAN DE LOCALISATION SITE PLAN / PLAN D'EMPLACEMENT	
D07-12-23-0018	21-0194-R	 1881 & 1883 ch. Merivale Rd 6 & 12 rue Jamie Ave.	
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