



**SITE PLAN CONTROL APPLICATION
DELEGATED AUTHORITY REPORT
PLANNING, DEVELOPMENT AND BUILDING SERVICES DEPARTMENT**

Site Location: 1319 Johnston Road

File No.: D07-12-24-0096

Date of Application: August 27, 2024

This SITE PLAN CONTROL application submitted by Tim Eisner (JFSA Canada Inc.), on behalf of 2079 Artistic Place Inc, is APPROVED as shown on the following plan(s):

1. **Site Plan**, A101, prepared by Allan Stone Architect, dated October 15, 2024, Revision 7, dated October 15, 2024.
2. **Servicing Plan**, 23034-S1, prepared by Robinson Land Development, dated October 2024, Revision 7 dated 03/10/24.
3. **Grading Plan**, 23034-GR1, prepared by Robinson Land Development, dated October 2024, Revision 7 dated 03/10/24.
4. **Notes & Details**, 23034-N1, prepared by Robinson Land Development, dated October 2024, Revision 6 dated 03/10/24.
5. **Existing Conditions and Removals Report**, 23034-R1, prepared by Robinson Land Development, dated October 2024, Revision 5 dated 03/10/24.
6. **Erosion and Sediment Control Plan**, D3034-ESC1, prepared by Robinson Land Development, dated October 2024, Revision 5 dated 03/10/24.
7. **Storm Area Drainage Plan**, 23034-STM1, prepared by Robinson Land Development, dated October 2024, Revision 5 dated 03/10/24.
8. **General Notes & Typical Details**, SA-1, prepared by Art Engineering Inc., dated October 15, 2024.
9. **Retaining Walls Plan**, SA-2, prepared by Art Engineering Inc., dated October 15, 2024.
10. **Redi-rock Pre-cast Retaining Walls Section**, SA-3, prepared by Art Engineering Inc., dated October 15, 2024.

11. **Landscape Plan, L.1**, prepared by James B. Lennox & Associates Inc. Landscape Architects, dated July 2023.
12. **Exterior Elevations Buildings A, A400**, prepared by Idea Integrated Design Engineering + Architecture, dated 2024-10-15, Revision B dated 2024-10-15.
13. **Exterior Elevations Buildings B, B400**, prepared by Idea Integrated Design Engineering + Architecture, dated 2024-10-15, Revision B dated 2024-10-15.
14. **Exterior Elevations Buildings C, C400**, prepared by Idea Integrated Design Engineering + Architecture, dated 2024-10-15, Revision B dated 2024-10-15.
15. **Exterior Elevations Buildings D, D400**, prepared by Idea Integrated Design Engineering + Architecture, dated 2024-10-15, Revision B dated 2024-10-15.
16. **Exterior Elevations Buildings E, E400**, prepared by Idea Integrated Design Engineering + Architecture, dated 2024-10-15, Revision B dated 2024-10-15.
17. **Exterior Elevations Buildings F, F400**, prepared by Idea Integrated Design Engineering + Architecture, dated 2024-10-15, Revision B dated 2024-10-15.
18. **Exterior Elevations Buildings G, G400**, prepared by Idea Integrated Design Engineering + Architecture, dated 2024-10-15, Revision B dated 2024-10-15.
19. **Exterior Elevations Buildings H, H400**, prepared by Idea Integrated Design Engineering + Architecture, dated 2024-10-15, Revision B dated 2024-10-15.

And as detailed in the following report(s):

1. **Tree Conservation Report**, prepared by CSW Landscape Architects Limited, dated October 7, 2024.
2. **1319 Johnston Road, Tree Impact Assessment Report**, prepared by Scott Petrie, dated August 20, 2024.
3. **Environmental Impact Statement**, prepared by GEMTEC, dated August 29, 2023.
4. **Geotechnical Investigation**, prepared by GEMTEC, dated May 13, 2024.
5. **Phase I Environmental Site Assessment Update**, prepared by BAE Environmental, dated May 27, 2023.
6. **1319 Johnston Road Site Plan Light Industrial Development Servicing and Stormwater Management Report**, prepared by Robinson Land Development, dated July 2024.
7. **Transportation Impact Assessment**, prepared by CGH Transportation, dated August 2024.

And subject to the following General and Special Conditions:

General Conditions

1. Lapsing of Approval

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, complete the conditions to be satisfied prior to the signing of this Agreement, and have the corresponding building permit(s) issued within three (3) years 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, Development and Building Services.

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, Development and Building Services, 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, Development and Building Services.

6. 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, Development and Building Services.

7. 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, Development and Building Services, 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, Development and Building Services, the aforesaid Works are proceeding satisfactorily toward completion. The Owner shall obtain the prior consent of the General Manager, Planning, Development and Building Services 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, Development and Building Services, 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.

8. Development Charges

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

Special Conditions

9. 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, Development and Building Services Department.

10. Phasing Plan

Prior to the registration of this Agreement or the issuance of a Commence Work Notification, the Owner acknowledges and agrees to provide a revised phasing plan showing the phases of construction. The Owner further acknowledges and agrees that payment of any applicable fees and securities any other requirements are required prior to the issuance of a building permit for each phase.

11. **Phasing**

The Owner acknowledges and agrees that the proposed development will be constructed in Phases as shown on the Phasing Plan referenced in Schedule “E” herein. The Owner acknowledges and agrees that should the construction of all phases exceed 2 years, this site plan approval is subject to the Owner entering into an Amending Site Plan Agreement, for the lands shown as Phase 2 to 5 on the approved Phasing Plan referenced in Schedule “E” herein, the payment of any applicable fees and securities, and any other requirements that the City may require, all to the satisfaction of the General Manager, Planning, Development and Building Services.

12. **Environmental Impact Statement**

The Owner acknowledges and agrees to construct and manage the site in accordance with the approved Environmental Impact Statement Proposed Industrial Development (prepared by GEMTEC Consulting Engineers and Scientists Limited, dated August 28, 2023). The Owner further agrees to keep a copy of the report on site for construction management.

13. **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.

14. **Private Access**

The Owner acknowledges and agrees that all private accesses to Roads shall comply with the City’s Private Approach By-Law being By-Law No. 2003-447 as amended, or as approved through the Site Plan control process.

15. **Rail Warning Clause**

The Owner acknowledges and agrees that a notice shall be registered on title to the subject lands, at the Owner’s expense. The Owner further acknowledges and agrees that such notice on title, or the clauses as written directly below, shall be included in all agreements of purchase and sale and lease agreements, and shall be included as information on all plans and documents used for marketing purposes, to inform prospective purchasers and tenants of these matters. The notice on title shall include, but not be limited to, the following:

The City of Ottawa or its assigns or successors in interest has or have a right-of-way within 300 metres from the land subject hereof. There may be alteration to or expansions of the railway facilities on such rights-of-way in the future including the possibility that the railway or its assigns or successors as aforesaid may expand its operations, which expansion may affect the environment of the occupants in the

vicinity, notwithstanding the inclusion of any noise and vibration attenuating measures in the design of the development and individual dwellings. The City of Ottawa will not be responsible for any complaints or claims arising from use of such facilities and/or operations on, over or under the aforesaid rights-of-way.

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 Geotechnical Investigation (the "Report"), referenced in Schedule "E" herein, are fully implemented. The Owner further acknowledges and agrees that it shall provide the General Manager, Planning, Development and Building Services 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, Development and Building Services.

17. Retaining Wall

The Owner agrees to submit to the General Manager, Planning, Development and Building Services, 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 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, Development and Building Services. The Owner shall provide confirmation to the General Manager, Planning, Development and Building Services that the Professional Structural Engineer has inspected and confirmed that the retaining walls have been constructed in accordance with the approved retaining wall details.

18. Retaining Wall – Stability

The Owner acknowledges and agrees to install the proposed retaining walls in accordance with the approved Retaining Wall Design for three (3) locations: along the southern property line for approximately 220 m, along the northeast property line for approximately 50 m, and along the eastern property line adjacent to the site access for approximately 20 m, and as shown on the approved Grading Plan, both referenced in Schedule "E" hereto. The Owner shall provide written confirmation, satisfactory to the General Manager, Planning, Development and Building Services, 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 three (3) locations: along the southern property line for approximately 220 m, along the northeast property line for approximately 50 m, and along the eastern property line adjacent to the site access for approximately 20 m. 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, Development and Building Services. 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.

19. Spill Contingency and Pollution Prevention Plan

The Owner shall, within twelve 12 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.

Where the spill contingency and pollution prevention plan cannot be prepared for the whole of the site at once, the Owner acknowledges and agrees to update the plan on a unit-by-unit basis. 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.

20. Protection of City Sewers

- (a) Prior to the issuance of a building permit, the Owner shall, at its expense:
 - (i) provide the General Manager, Planning, Development and Building Services with the engineering report from a Professional Engineer, licensed in the Province of Ontario, which report shall outline the impact of the proposed building's footing and foundation walls, on the City sewer system, particularly the 1800 mm dia. storm trunk sewer, that crosses the property at 1319 Johnston Road, and the impact of the existing City Sewer System on the building's footing and foundation walls;
 - (ii) obtain a legal survey acceptable to the General Manager, Planning, Development and Building Services and the City's Surveyor, showing the existing City Sewer System within storm trunk easement and the location of the proposed building and its footings in relation to the City Sewer System;
 - (iii) obtain a video inspection of the City Sewer System within storm trunk easement and Johnston Road 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, Development and Building Services.
- (b) Upon completion of construction on the lands, the Owner shall, at its expense and to the satisfaction of the General Manager, Planning, Development and Building Services:
 - (i) obtain a video inspection of the existing City Sewer System within storm trunk sewer easement and Johnston Road 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 storm trunk easement and Johnston Road and compensate the City for the full amount of any required repairs to the City Sewer System.

21. 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, Development and Building Services 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.

22. 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.

23. 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, Development and Building Services 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.

24. 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.

25. Private Storm Sewer Connection to City Sewer System

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

- (a) a certificate of conformance and As-built Drawings have been received from a Professional Engineer, licensed in the Province of Ontario, certifying that all required inlet control devices have been properly installed to City Standards or Specifications, and that the storm sewer system has been installed in accordance with the approved engineering drawings for site development and City Sewer Design Guidelines. The inlet control devices shall be free of any debris; or
- (b) a flow limiting orifice plate, designed by a Professional Engineer licensed in the Province of Ontario and to the satisfaction of the City, has been installed at the storm water outlet prior to connecting any upstream storm sewers. Such orifice plate shall not be removed until subsection (a) above has been satisfied and approved by the General Manager, Planning, Development and Building Services.

26. 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 save an except the public stormwater trunk sewer, 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.

27. 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, Development and Building Services, 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.

28. Snow Storage - Setback

In addition to the provisions set out in Clause 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.

29. Exterior Elevation Drawings

The Owner acknowledges and agrees to construct the proposed building in accordance with the approved Exterior Elevations (A400-H400), referenced in Schedule “E” except for the location of the doors, windows, and loading bays, which may be revised. The Owner further acknowledges and agrees that any subsequent changes to the approved plans shall be filed with the General Manager, Planning, Development and Building Services. No amendment to this Agreement shall be required.

30. 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.

31. Cash-In-Lieu of Conveyance of Parkland

Prior to registration of the Site Plan Agreement, the Owner acknowledges and agrees to pay cash-in-lieu of conveyance of parkland as referenced in Schedule “B” herein. Pursuant to the City’s Parkland Dedication By-law, being By-law No. 2022-280, as amended, 40% of said funds collected shall be directed to City wide

funds, and 60% shall be directed to Ward 10 funds. The Owner shall also pay the parkland appraisal fee of \$820.00 plus H.S.T. of \$106.60, as referenced in Schedule "B" herein.

32. Access Easement to City

The Owner acknowledges and agrees it shall grant to the City, at the Owner's expense, a Blanket Easement over the lands, with the right and license of free, uninterrupted, unimpeded and unobstructed access to the City to enter on and to pass at any and all times, on, over, along and upon the lands with or without vehicles, supplies, machinery and equipment for all purposes necessary or convenient to construct, maintain, repair and replace the Private Watermains, Private Service Posts and fire hydrants at the Owner's expense. The Owner acknowledges and agrees that notwithstanding the rights granted to the City under the grant of easement, the Owner remains responsible at all times for the maintenance, inspection, alteration, repair, replacement and reconstruction of the utility in the said lands during their term of use. The Owner acknowledges and agrees to provide an electronic copy of the Transfer of Easement prior to the execution of this Agreement by the City, to the satisfaction of the City Solicitor. All costs shall be borne by the Owner.

33. Storm Trunk Sewer Easement

Prior to the registration of this Agreement, the Owner shall grant to the City, at no cost to the City, an easement for an existing storm trunk sewer shown as Part 4, 6 and 7 on the approved Reference Plan (4R-35581) referenced in Schedule "E" hereto. 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 registration of the easement. All costs shall be borne by the Owner.

34. 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, Development and Building Services.

35. Stormwater Management Area-Specific Development Charges

The Owner acknowledges that this site is subject to the Inner Greenbelt Ponds Area-Specific Development Charge for Stormwater Management Facilities, pursuant to the City's applicable Development Charges By-law. The Owner acknowledges and agrees to pay this charge as well as all other applicable development charges upon the issuance of the building permit(s) in relation to this Site Plan approval.

October 28, 2024



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: D07-12-24-0096

SITE LOCATION

1319 Johnston Road, and as shown on Document 1.

SYNOPSIS OF APPLICATION

The subject site is located at on the north side of Johnston Road in the South Keys/Greenboro neighbourhood. The site measures 4.89 ha in area and is bound by Sawmill Creek to the west, a rail corridor to the north, industrial land to the east, and Johnston Road to the south. The site was severed from the adjacent property (2059 Artistic Place) in 2023 and was previously occupied by storage areas and garden associated with the landscaping company at 2059 Artistic Place.

The Site Plan Control application will facilitate the development of eight light industrial buildings with a combined gross floor area of approximately 14,484 square metres. The applicant also applied for a Phased Draft Plan of Condominium application (D07-04-24-0015) to create 177 units across the eight buildings. The Plan of Condominium application is currently on hold while the applicant refines the proposed phasing scheme.

As shown on the elevations, all eight buildings be constructed with steel frame and insulated metal panels or wall cladding. Building A, which will be located at the northeast corner of the site will be the tallest building measuring 17.21 metres to the mid point of the roof. The remaining seven buildings (B,C,D,E,F,G, and H) will measure approximately 9.41 metres in height, feature similar massing, and be distinguished by coloured metal fins on the front and side elevations and above the loading bays.

Vehicular access to the site will be provided by a two-way access on Johnston Road. Internal sidewalks will be provided along the driveway and will extend throughout the site to provide pedestrian connections to the buildings. The communal surface parking lot will feature 188 spaces and 63 bicycle parking spaces.

The proposed development provides a 30-metre, well-vegetated setback from Sawmill Creek, which runs along the western property line. In addition, the development includes a 15-metre setback along the minor drainage tributary that runs along the northern property line adjacent to the rail corridor. This represents a significant improvement over the existing site conditions and conforms with the Official Plan's policy direction for surface water features.

Related Applications

The following applications are related to this proposed development:

- Plan of Condominium – D07-04-24-0015
- Consent - D08-01-23/B-00116

DECISION AND RATIONALE

This application is approved for the following reasons:

- The application is consistent with the Provincial Planning Statement.
- The application conforms with the Official Plan. The site is designated Industrial and Logistics in the Outer Urban Transect, which permits traditional heavy and light industrial uses. The Official Plan provides specific policy direction to protect surface water features and requires a 30-metre setback from the natural high-water mark of surface water features. As proposed, the development features a 30-metre vegetated setback from Sawmill Creek and a 15-metre setback from the drainage tributary along the northern property line as recommended in the Environmental Impact Study prepared in support of the application.
- The site is also located with the South Keys to Blossom Park, Bank Street Community Design Plan that provides direction for the treatment of Sawmill Creek and the employment lands.
- The application complies with the Light Industrial zone, which permits a range light industrial use, including warehousing, manufacturing, as well as service commercial uses.
- There is an existing storm trunk sewer easement that runs across the site that expired in 2017. As a condition of site plan control approval (Condition 35), the Owner shall grant the easement to the City for the renewal of the easement.
- The applicant intends to construct the site in multiple phases. As a condition of site plan control, the applicant will provide an updated phasing plan (Condition 10) showing the finalized phases of construction prior to the registration of the agreement or issuance of a Commence Work Notification.

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 Jessica Bradley was aware of the application related to this report.

Public Comments

This application was subject to public circulation under the Public Notification and Consultation Policy. There were public comments received online and staff considered these comments.

Summary of public comments and responses

Public comments were received concerning increased traffic at the intersection of Bank Street and Johnston Road and pedestrian safety as there is no sidewalk on the north side of Johnston Road.

As part of the 2020-2024 Strategic Road Safety Action Plan, the City identified the Bank Street and Johnston Road intersection and has recommended fully protected left turns.

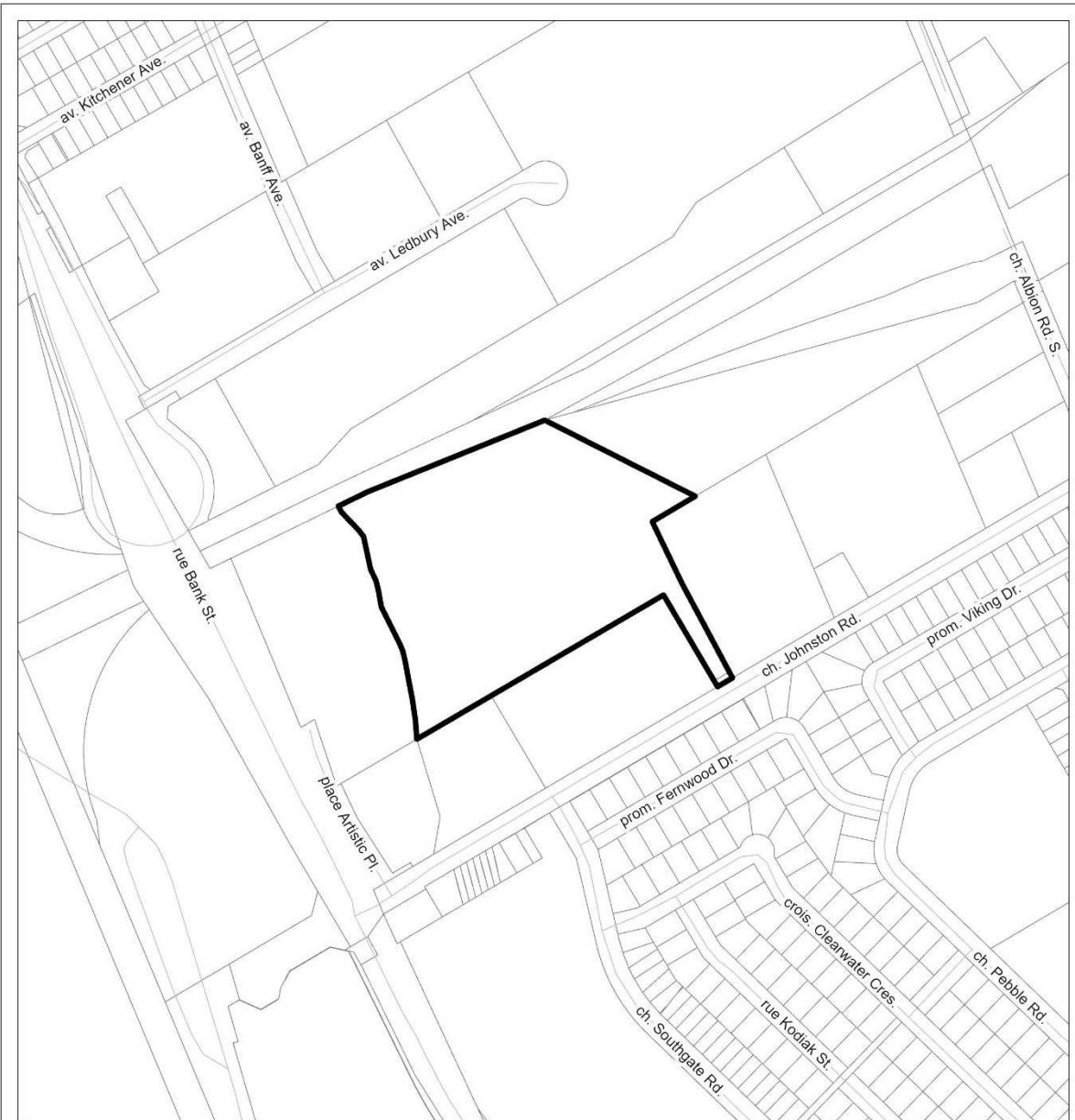
The City cannot require the applicant to build an off-site sidewalk on the north side Johnston Road as the site does not have frontage on Johnston Road beyond the driveway access. The City's Transportation Master Plan identifies an active transportation project on Johnston Road with separated cycling facilities and bike lanes. Sidewalks may be contemplated for the project to address the "missing link" during the design phase. In addition, City has added the north side of Johnston Road to the City's Missing Links Development Charges Program.




APPLICATION PROCESS TIMELINE STATUS

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

Contact: Siobhan Kelly Tel: 613-580-2424, ext. 27337 or e-mail: siobhan.kelly@ottawa.ca

Document 1 – Location Map



		LOCATION MAP / PLAN DE LOCALISATION SITE PLAN / PLAN D'EMPLACEMENT	
D07-12-24-0096	24-0986-E	 1319 ch. Johnston Rd.	 <small>N NOT TO SCALE</small>
I:\CO\2024\Site\Johnston_1319			
<small>©Parcel data is owned by Terranet Enterprises Inc. and its suppliers. All rights reserved. May not be produced without permission. THIS IS NOT A PLAN OF SURVEY.</small>			
<small>©Les données de parcelles appartiennent à Terranet Enterprises Inc. et à ses fournisseurs. Tous droits réservés. Ne peut être reproduit sans autorisation. CECI N'EST PAS UN PLAN D'ARPENTAGE.</small>			
REVISION / RÉVISION - 2024 / 09 / 03			