



**SITE PLAN CONTROL APPROVAL APPLICATION
DELEGATED AUTHORITY REPORT
MANAGER, DEVELOPMENT REVIEW, SUBURBAN SERVICES**

Site Location: 20 Cope Drive

File No.: D07-12-18-0144

Date of Application: September 25, 2018

This SITE PLAN CONTROL application submitted by Farmhouse Investments Inc. on behalf of Bradley Air Services Inc., is APPROVED as shown on the following plan(s):

1. **Site Plan**, Drawing No. A1.0, prepared by A+ Architecture Inc., dated April 25, 2018, revision 2 dated February 5, 2019.
2. **Exterior Elevations**, Drawing No. A4.0, prepared by A+ Architecture Inc., dated April 25, 2018, revision 2 dated February 5, 2019.
3. **Exterior Elevation**, Drawing No. A4.1, prepared by A+ Architecture Inc., dated April 25, 2018, revision 2 dated February 5, 2019.
4. **Landscape Plan**, Drawing No. L 1.0, prepared by CSW, dated July 2018, revision 6 dated February 5, 2019.
5. **Landscape Details**, Drawing No. L 2.0, prepared by CSW, dated July 2018, revision 6 dated February 5, 2019.
6. **Tree Conservation Plan Existing Conditions**, Drawing No. TCP 1.0, prepared by CSW, dated July 2018, revision 5 dated February 5, 2019
7. **Tree Conservation Plan Proposed Development**, Drawing No. TCP 1.1, prepared by CSW, dated July 2018, revision 5 dated February 5, 2019
8. **General Plan of Services**, Drawing No. C-001, prepared by IBI Group, dated September 2018, revision 5 dated February 5, 2019.
9. **General Notes, Legend and CB Data Table**, Drawing No. 010, prepared by IBI Group, dated April 2018, revision 4 dated February 1, 2019.
10. **Grading Plan**, Drawing No. C-200, prepared by IBI Group, dated September 2018, revision 4 dated February 1, 2019.

11. **Sanitary Drainage Area Plan**, Drawing No. C-400, prepared by IBI Group, dated September 2018, revision 4 dated February 1, 2019.
12. **Storm Drainage Area Plan**, Drawing No. C-500, prepared by IBI Group, dated September 2018, revision 4 dated February 1, 2019.
13. **Ponding Plan**, Drawing No. C-600, prepared by IBI Group, dated September 2018, revision 4 dated February 1, 2019.
14. **Erosion Sediment Control Plan**, Drawing No. C-900, prepared by IBI Group, dated September 2018, revision 4 dated February 1, 2019.

And as detailed in the following report(s):

1. **Technical Memorandum**, Project No. 117308, prepared by IBI Group, dated July 6, 2018.
2. **Design Brief – CCR Warehouse Addition**, Project No. 117308 – 5.2.2, prepared IBI Group, dated December 2018.
3. **Noise Impact Study Report**, Project No. 230393, prepared by Pinchin, dated October 16, 2018.
4. **Revised Geotechnical Investigation – Proposed Commercial Development**, Report No. 219003.002, prepared by Pinchin, dated September 13, 2018.
5. **Site Lighting Letter – CCR Warehouse addition and office renovations**, prepared by M & E Engineering, dated November 15, 2018.

And subject to the following Standard and Special Conditions:

Standard Conditions

1. **Site Plan Agreement**

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, the approval shall lapse.

2. **Permits**

The Owner shall obtain such permits as may be required from Municipal or Provincial authorities and shall file copies thereof with the General Manager, Planning, Infrastructure and Economic Development Department

3. **Extend Internal Walkways**

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, Infrastructure and Economic Development Department.

4. **Barrier Curbs**

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

5. **Water Supply for Fire Fighting**

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

6. **Reinstatement of City Property**

The Owner shall reinstate, at its expense and to the satisfaction of the General Manager, Planning, Infrastructure and Economic Development Department, any property of the City, including, but not limited to, roads, sidewalks, curbs and boulevards, which is damaged as a result of the subject development.

7. **Construction Fencing**

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

8. **Completion of Works**

The Owner acknowledges and agrees that no new building shall be occupied on the lands, nor will the Owner convey title to any building 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, Infrastructure and Economic Development Department, 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, conveyance and/or occupancy of a lot or structure may otherwise be permitted, if in the sole opinion of the General Manager, Planning, Infrastructure and Economic Development Department, the aforesaid Works are proceeding satisfactorily toward completion. The Owner shall obtain the

prior consent of the General Manager, Planning, Infrastructure and Economic Development Department for such conveyance and/or occupancy in writing.

9. Maintenance and Liability Agreement

The Owner acknowledges and agrees it shall be required to enter into a Maintenance and Liability Agreement for all plant and landscaping material (except municipal trees), decorative paving (interlock brick pathway) and street furnishings placed in the City's right-of-way along Cope Drive in accordance with City Specifications, and the Maintenance and Liability Agreement shall be registered on title, at the Owner's expense, immediately after the registration of this Agreement. The Owner shall assume all maintenance and replacement responsibilities in perpetuity.

10. Joint Use and Maintenance Agreement

- a) The Owner acknowledges and agrees that should the lands be severed in the future, 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, Infrastructure and Economic Development Department.
- b) The Owner shall file with the General Manager, Planning, Infrastructure and Economic Development Department, 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 a) above.
- c) The Owner acknowledges and agrees that the Joint Use, Maintenance and Liability Agreement shall be registered on the Owner's Land at no cost to the City, and a copy of the registered agreement shall be provided to the General Manager, Planning, Infrastructure and Economic Development Department.
- d) The Owner acknowledges and agrees that the Joint Use, Maintenance and Liability Agreement shall include a clause to require all future purchasers to enter into an Assumption Agreement in order to transfer all legal and financial obligations required under the Joint Use, Maintenance and Liability Agreement.

Special Conditions

11. Cash in Lieu of Parkland

Upon execution of this Agreement, the Owner shall pay cash-in-lieu of the parkland in the amount of \$25,976.68 as reference in Schedule "B" herein. The Owner shall also pay the parkland appraisal fee of \$500.00 plus HST of \$65.00, as referenced in Schedule "B" herein. Pursuant to the City's Parkland dedication By-Law, being By-Law 2009-95, as amended, 40% of the said funds collected shall be allocated to City funds and 60% shall be allocated to Ward 23.

12. Joint Use and Maintenance Agreement

The Owner acknowledges and agrees to enter into a Joint Use, Maintenance and Liability Agreement with the Owners of 10 Cope Drive which shall be binding upon the owners and all subsequent purchasers to deal with the joint use, maintenance and liability of the shared servicing and access. The Joint Use, Maintenance and Liability Agreement shall be filed with the General Manager, Planning, Infrastructure and Economic Development Department.

13. Exterior Elevations Drawings

The Owner acknowledges and agrees to construct the proposed building in accordance with the approved Elevations, referenced in Schedule "E" herein. The Owner further acknowledges and agrees that any subsequent proposed changes to the approved Elevations Plans shall be filed with the General Manager, Planning, Infrastructure and Economic Development Department and agreed to by both the Owner and the City prior to the implementation of such changes. No amendment to this Agreement shall be required.

14. Waste and Recycling Collection

The Owner acknowledges and agrees that waste collection and recycling collection will not be provided by the City and it shall make appropriate arrangements with a private contractor for waste collection and recycling collection. The Owner shall consult a private contractor regarding any access requirements for waste and/or recycling collection.

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

16. Permit To Take Water (PTTW)

If required, the Owner acknowledges and agrees to obtain an approved temporary Permit to Take Water application from the Ministry of the Environment, Conservation and Parks in accordance with *O. Reg. 387/04 Water Taking and Transfer pursuant to Section 34 of the Ontario's Water Resources Act, R.S.O. 1990, c.o.40* prior to starting the project to the satisfaction of the General Manager, Planning, Infrastructure and Economic Development.

17. 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 Environment Conservation and Parks Spills Action Centre;
- f) Safety Data Sheets (SDS) 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.

18. 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, Infrastructure and Economic Development Department, 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.

19. 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 Design Brief, 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.

20. 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, Infrastructure and Economic Development Department, 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, Infrastructure and Economic Development Department, 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, Infrastructure and Economic Development Department, may order all Work in the project to be stopped, altered, retested or changed to the satisfaction of the General Manager, Planning, Infrastructure and Economic Development Department.

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 Design Brief, referenced in Schedule “E” herein. The Owner further acknowledges and agrees to provide the General Manager, Planning, Infrastructure and Economic Development Department 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 Design Brief, referenced in Schedule “E” herein.

22. Pressure Reducing Valve

The Owner acknowledges and agrees that, in accordance with the approved Design Brief, referenced in Schedule “E” herein, all nodes have basic day pressures over the maximum 480 kPa. Since it is calculated that the water pressure will exceed the maximum pressure constraint, the Owner acknowledges and agrees to install, at the Owners expense, pressure reducing valves (PRVs) on all water service laterals as part of the building plumbing.

23. Requirement for a Grease Trap

In accordance with the City’s Sewer Use By-law, being By-law No. 2003-514, as amended, the Owner acknowledges and agrees to install a grease trap on the internal sanitary plumbing system when a restaurant is established on the lands.

24. 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.

25. Site Dewatering

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

26. Snow Storage and Clearing

In addition to the provisions set out in Section 17 of Schedule "C" to this Agreement, the Owner acknowledges and agrees that any portion of the subject lands which is intended to be used for temporary snow storage shall not interfere with the servicing of the subject lands, shall not impede emergency vehicles, and shall not occupy driveways, aisles, required parking spaces or any portion of a road allowance. The Owner further acknowledges and agrees to ensure that snow shall be removed promptly from the subject lands.

27. Tree Permit

The Owner acknowledges and agrees that any trees to be removed shall be removed in accordance with the approved Tree Permit and/or the Tree Conservation Plan referenced in Schedule "E" hereto, and in accordance with the City's Urban Tree Conservation By-law, being By-Law No. 2009-200, as amended. The Owner further agrees that a copy of the approved Tree Permit and/or Tree Conservation Report shall be posted on the construction site at all times until Approval is granted by the City for such Works.

28. Tree Protection

The Owner acknowledges and agrees that all trees to be retained, as shown on the approved Tree Conservation & Landscape Plans, 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) Do not place any material or equipment within the CRZ of the tree;
- c) Do not attach any signs, notices or posters to any tree;

- d) Do not raise or lower the existing grade within the CRZ without the approval of the General Manager, Planning, Infrastructure and Economic Development Department;
- e) Tunnel or bore when digging within the CRZ of a tree;
- 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.

February 28, 2019

Date



Derrick Moodie
Manager, Development Review
Development Review, West
Planning, Infrastructure and Economic
Development Department

Enclosure: Site Plan Control Application approval – Supporting Information



SITE PLAN CONTROL APPROVAL APPLICATION SUPPORTING INFORMATION

File Number: D07-12-18-0144

SITE LOCATION

20 Cope Drive, and as shown on Document 1.

SYNOPSIS OF APPLICATION

The subject site is located at the southeast corner of Cope Drive and Carronbridge Circle, is approximately 20,699 square metres (2.0 ha) in size and is currently occupied by a two-storey office building. Surrounding land uses include low rise residential to the south and west, an existing commercial operation to the north and to the east a future development parcel.

The lands are designated General Urban Area pursuant to the City's Official Plan and are zoned Business Park Industrial Subzone 5 with a height restriction of 21.5 metres [IP5 H(21.5)] pursuant to Zoning By-law 2008-250.

The purpose of this application is to permit the development of an approximately 1,455 square metre warehouse as an extension of the existing two-storey office building. The proposed warehouse is to be located at the rear of the existing building. Access to the site will be maintained from Cope Drive and the on-site parking is to be modified and expanded to accommodate the additional development.

DECISION AND RATIONALE

This application is approved for the following reasons:

- The site is designated 'General Urban Area' within the City's Official Plan which permits a mix of land uses including warehousing.
- The subject lands are zoned Business Park Industrial Subzone 5 with a height restriction of 21.5 metres [IP5 H(21.5)]. The proposed one-storey warehouse is a permitted use and the proposal is compliant with Zoning By-law 2008-250.
- Site issues such as servicing, grading, stormwater management, parking and snow storage have been satisfactorily addressed through the Site Plan Control Process.
- A Registered Site Plan Agreement is required as a condition of approval to ensure the lands are developed in accordance with the approved plans and to the satisfaction of the City.



CONSULTATION DETAILS

Councillor Allan Hubley has concurred with the proposed conditions of approval.

Public Comments

Summary of Comments - Public

1. Concerns with this proposal given that many families and children walk in the area to cross the street to and from the park. More trucks and a lack of lights is a potential safety issue as many cars barely stop for the four way stop as required. Cars constantly run through the stop signs, cut off other cars as well as nearly hit children and families crossing at the crosswalks. This is a significant concern already and now trucks will be added to the potential mix bringing items to the warehouse.

Response: It is recognized that the park in proximity to the subject site is well utilized and truck traffic at the Carrington/Cope intersection is not desired to increase. The existing access on Cope will be maintained with no access being provided from Carronbridge.

2. Additional concerns about the noise being that this is very close to residential homes and the walkway that is adjacent to First Air. I do not support the proposal.

Response: A noise study was submitted in support of this application which confirmed anticipated noise from the subject development would be in compliance with the City of Ottawa and Ministry requirements and additional rooftop HVAC equipment was avoided to reduce the possibility of noise disturbances.

3. Concerns and questions were raised regarding trees and the view from adjacent residential areas as well as the impact of lighting on site on these adjacent areas.

Response: Site lighting has been confirmed to meet the City's requirements and the majority of the existing heavily treed buffer along the Carronbridge frontage is to be maintained.

4. A question was asked about road access being provided/extended from the existing section of Carronbridge adjacent the subject site through where the current pedestrian pathway is located.

Response: There are no plans to remove the pedestrian pathway and extend Carronbridge as part of the subject development proposal/application.



Technical Agency/Public Body Comments

Summary of Comments – Technical

Rogers Communication, Bell, Zayo, and Enbridge Gas Distribution sent comments on the proposal that are standard for development applications in regards to telecommunications, utility access, and easements.

Response to Comments – Technical

Comments received were forwarded to the applicant following each review of the development proposal.

APPLICATION PROCESS TIMELINE STATUS

This Site Plan application was not processed by the On Time Decision Date established for the processing of an application that has Manager Delegated Authority due to multiple reviews to address site issues.

Contact: Amanda Marsh Tel: 613-580-2424, ext. 13409, fax 613-580-2576 or e-mail: Amanda.Marsh@ottawa.ca

Document 1 – Location Map

