



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

Site Location: 56 Steacie Drive

File No.: D07-12-19-0010

Date of Application: January 25, 2019

This SITE PLAN CONTROL application submitted by Scott Hayward from Pye & Richards Architects Inc., on behalf of Peter Dooher, is APPROVED as shown on the following plan(s):

1. **Site Plan (Overall), Location Plan, O.B.C. Matrix & Project Info**, Drawing No. A-01, prepared by Pye & Richards Architects Inc., dated 12 Sept 2018, revision 4 dated 03 Apr 2019.
2. **Enlarged Site Plans, Site Details**, Drawing No. A-01.1, prepared by Pye & Richards Architects Inc., dated 23 Jan 2019, revision 2 dated 03 Apr 2019.
3. **Building Elevations**, Drawing No. A-07, prepared by Pye & Richards Architects Inc., dated 11 Oct 2018, revision 3 dated 03 Apr 2019.
4. **Tree Conservation Report & Landscape Plan**, Drawing No. L.1, prepared by James B. Lennox & Associates Inc., dated November 2018, revision 2 dated 04/03/2019.
5. **Notes and Details**, Drawing C-01, prepared by WSP, project no. 18M-01672-00, dated January 23, 2019, revision 2, dated April 3, 2019.
6. **Servicing Plan**, Drawing C-02, prepared by WSP, project no. 18M-01672-00, dated January 23, 2019, revision 3, dated June 14, 2019.
7. **Grading Plan**, Drawing C-03, prepared by WSP, project no. 18M-01672-00, dated January 23, 2019, revision 2, dated April 3, 2019.
8. **Storm Drainage Area and Ponding Plan**, Drawing C-04, prepared by WSP, project no. 18M-01672-00, dated January 23, 2019, revision 2, dated April 3, 2019.
9. **Erosion and Sedimentation Control Plan**, Drawing C-05, prepared by WSP, project no. 18M-01672-00, dated January 23, 2019, revision 2, dated April 3, 2019.

10. **Electrical Site Plan**, Drawing E1, prepared by Goodkey Weekmark, project no. 2018-541, dated January 2019, revision 1, dated January 23, 2019.
11. **Retaining Wall – North Elevation & Sections**, Drawing SK1, prepared by Cunliffe & Associates, project no. 18-096, dated December 2018, revision 2, dated January 23, 2019.
12. **Retaining Wall – Sections / Details**, Drawing SK2, prepared by Cunliffe & Associates, project no. 18-096, dated December 2018, revision 2, dated January 23, 2019.

And as detailed in the following report(s):

1. **Servicing and Stormwater Management Report**, prepared by WSP, project no. 18M-01672-00, dated April 3 2019.
2. **Geotechnical Investigation**, prepared by Paterson Group, project no. PG4484-1, dated August 14, 2018.
3. **Geotechnical Review**, prepared by Paterson Group, dated June 12, 2019.
4. **Phase 1 Environmental Site Assessment**, prepared by Paterson Group, project no. PE4382-1, dated August 9, 2018.
5. **Traffic Noise Impact and Mechanical Noise Control to the Exterior of the Building**, prepared by State of the Art Acoustik Inc., dated 2019-01-14.

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

Standard 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. **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. **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.
4. **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.
5. **Completion of Works**
The Owner acknowledges and agrees that no 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.
6. **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.

7. **Reinstatement of City Property**

The Owner shall reinstate, at its expense and to the satisfaction of the General Manager, Planning, Infrastructure 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.

Special Conditions

1. **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 licence 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 Clerk and Solicitor. All costs shall be borne by the Owner.

2. **Re-Grading and Reinstatement of Ditch**

The Owner acknowledges and agrees it shall be responsible for various grading and reinstatement measures along Steacie Drive, which include the following:

- (a) Re-grade the shoulders of the ditch within the road allowance of Steacie Drive abutting the subject lands, to the satisfaction of the General Manager, Planning, Infrastructure and Economic Development Department;
- (b) Obtain utility clearances prior to the re-grading of any ditch;
- (c) Obtain approval from the City's Surface Water Management Services Branch, Municipal Drainage Unit if the grade of any ditch bottom is to change; and
- (d) Reinstall a grass cover within the road allowance of Steacie Drive abutting the subject lands, to the satisfaction of the General Manager, Planning, Infrastructure and Economic Development Department.

3. **Below Grade Parking Areas and Depressed Driveways**

- a) The Owner acknowledges and agrees that during major storm events, depressed driveways and below grade parking areas may be subject to flooding due to drainage from the road allowance. The Owner further acknowledges and agrees that the City will not take responsibility for flooding claims. The Owner further acknowledges that it

is recommended that backwater valves be installed on catch basins located in depressed driveways.

- b) The Owner acknowledges and agrees that a notice-on-title respecting below grade parking areas and depressed driveways, as contained in Clause XX 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.

Notices on Title – All Units (Below Grade Parking and Depressed Driveways)

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 during major storm events, depressed driveways and below grade parking areas may be subject to flooding due to drainage from the road allowance. The Purchaser/Lessee further acknowledges being advised that the City of Ottawa will not take responsibility for flooding claims. Backwater valves are recommended for installation on catch basins located in depressed driveways.”

“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.”

4. Slope Stability

The Owner(s) shall have a Professional Structural Engineer and a Soils Engineer, licensed in the Province of Ontario to inspect and confirm the constructed retaining walls have been constructed in accordance with the approved Retaining Wall Plans.

8. 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, 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.

9. Private Approach Detail

The Owner acknowledges and agrees that all private accesses to Roads shall comply with the City's Private Approach By-Law being By-Law No. 2003-447 as amended, or as

approved through the Site Plan control process.

10. 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.

11. Hydrotech Garden Roof System

The Owner acknowledges and agrees to install and maintain the required Hydrotech Garden Roof system, 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.

12. 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.

13. 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, 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 Plans and Reports referenced in Schedule “E” herein.

14. 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.

15. 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 Fire Department when requested.

16. Exterior Elevations Drawings

The Owner acknowledges and agrees to construct the proposed building in accordance with the approved Elevations Plans, 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 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.

17. Maintenance and Liability Agreement for Landscaping

The Owner acknowledges and agrees it shall be required to enter into a Maintenance and Liability Agreement with the City, for all plant and landscaping material (except municipal trees), decorative paving and street furnishings placed in the City's right-of-way along Steacie 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.

18. 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 at the Owner's sole expense. The Owner shall consult a private contractor regarding any access requirements for waste and/or recycling collection.

19. Tree Protection

The Owner acknowledges and agrees that all trees to be retained, as shown on the approved Tree Conservation Report & Landscape Plan, 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 x 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, Infrastructure 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.

20. Tree Permit

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

21. Cash-in-Lieu of Parkland

Upon execution of this Agreement, the Owner shall pay cash-in-lieu of parkland in the amount of \$19,690.37 as referenced in Schedule "B" herein. The Owner shall also pay the parkland appraisal fee of \$500.00 plus H.S.T. of \$65.00, as referenced in Schedule "B" herein. Pursuant to the City's Parkland Dedication By-law, being By-law No. 2009-95, as amended, 40% of said funds collected shall be directed to City wide funds, and 60% shall be directed to Ward 4 funds.

22. Noise Control Attenuation Measures

The Owner covenants and agrees that is shall retain the services of an professional engineer licensed in the Province of Ontario to ensure that the recommendations of the Noise Impact Study, referenced in Schedule "E" herein (the "Report"), are fully implemented. The Owner further acknowledge and agrees that is shall provide the General Manager, Planning Infrastructure and Economic Development Department with confirmation issued by the professional engineer that the Owner has complied with all recommendations and provisions of the Report, prior to building occupancy, which confirmation shall be to the satisfaction of the General Manager, Planning Infrastructure and Economic Development Department.

23. Notice on Title – Noise Control Attenuation Measures

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 noise levels due to increasing rail traffic may be of concern, occasionally interfering with some activities of the dwelling occupants as the outdoor sound level may exceeds the City of Ottawa’s and the Ministry of the Environment and Climate Change’s noise criteria.”

“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.”

24. Private Approach Detail

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.

25. 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, Infrastructure and Economic Development Department, and in accordance with the City’s Permanent Signs on Private Property By-law No. 2005-439, as amended.

June 24, 2019

Date



Derrick Moodie
Manager
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: D07-12-19-0010

SITE LOCATION

56 Steacie Drive, and as shown on Document 1.

SYNOPSIS OF APPLICATION

The property is currently vacant and is located close to the north end of Steacie Drive, west of March Road and approximately two properties south of the existing Renfrew rail corridor. The site is surrounded by Logan Lea Park to the south and office buildings on all other sides.

The applicant is proposing a two-storey office building (3,382 square metres) with one level of underground garage. Two accesses are proposed along Steacie Drive to service 53 surface parking spaces and 53 underground parking spaces. The ramp to the underground parking garage will be located behind the proposed building and utilizes the existing natural slope, which currently exist at the rear of the site. A total of 21 bicycle parking spaces are proposed through a mixture of exterior bike rack and a bicycle locker. Landscaping will be provided along Steacie Drive and along the western property line through a variety of new trees and shrubs.

DECISION AND RATIONALE

This application is approved for the following reasons:

- The proposal conforms to all applicable Official Plan policies.
- The proposal meets all applicable Zoning By-law regulations.
- The proposal represents good planning.

CONSULTATION DETAILS

Councillor Jenna Sudds has concurred with the proposed conditions of approval.

Public Comments

Summary of Comments - Public

Two public comments were received as part of this application.

Comment #1

The 2 story-office building is not a good idea. There is issue with parking already. Lots of the cars have to park beside the road already. The 2 story will make it even worse.

Staff Response

The applicant is proposing to meet the minimum number of parking spaces required by the City's zoning by-law and is not proposing any reduction. Therefore, the proposed number of parking spaces is permitted as-of-right.

Comment #2

All other buildings are built very low and unobtrusive. I am not opposed to development, but I would prefer that it be one floor, in keeping with the existing buildings.

Staff Response

The proposed building height is currently permitted by the City's zoning by-law; therefore, it is permitted as-of-right.

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 additional time required for engineering review.

Contact: Stream Shen Tel: 613-580-2424, ext. 24488, fax 613-580-2576 or e-mail: stream.shen@ottawa.ca

Document 1 – Location Map

