

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

Site Location: 144 Bentley Avenue

File No.: D07-12-20-0113

Date of Application: August 24, 2020

This SITE PLAN CONTROL application submitted by Jack Stirling, on behalf of Danviwill Holdings Inc., is APPROVED as shown on the following plan(s):

1. **Lot Grading, Drainage, and Sediment & Erosion Control Plan**, C101, prepared by McIntosh Perry, Project No. CCO-21-0675, dated August 12, 2020, revision 5, dated January 12, 2021.
2. **Site Servicing Plan**, C102, prepared by McIntosh Perry, Project No. CCO-21-0675, dated August 12, 2020, revision 5, dated January 12, 2021.
3. **Landscape Plan**, L1, prepared by Gino J. Aiello, dated July 2020, revision 4, dated December 17, 2020.
4. **Site Plan**, A1.0, prepared by S.J. Lawrence Architects Inc., Job No.SL-1020-20, dated July 14, 2020, revision 13, dated January 11, 2021.
5. **Site Plan**, A1.1, prepared by S.J. Lawrence Architects Inc., Job No.SL-1020-20, dated July 14, 2020, revision 13, dated January 11, 2021.
6. **Elevations**, A4.0, prepared by S.J. Lawrence Architects Inc., Job No.SL-1020-20, dated July 14, 2020, revision 13, dated January 11, 2021.
7. **Elevations**, A4.1, prepared by S.J. Lawrence Architects Inc., Job No.SL-1020-20, dated July 14, 2020, revision 13, dated January 11, 2021.

And as detailed in the following report(s):

1. **Phase I Environmental Site Assessment**, prepared by Paterson Group, Report #PE4998-1, dated August 21, 2020.
2. **Phase II Environmental Site Assessment**, prepared by Paterson Group, Report #PE4998-2, dated August 3, 2020.

3. **Geotechnical Investigation**, prepared by Paterson Group, Report #PG5424-1, dated August 11, 2020.
4. **Grading Plan Review**, prepared by Paterson Group, Memo #PG5424-MEMO.01, dated December 21, 2020.
5. **Servicing and Stormwater Management Report**, prepared by McIntosh Perry, Project No. CCO-21-0675, dated August 12, 2020, revision 2, dated December 11, 2020.
6. **Environmental Noise Control Study Proposed Building 144 Bentley Avenue Ottawa, Ontario**, prepared by Paterson Group, Report #PG5456-1, dated August 10, 2020.
7. **Re: Tree Conservation Report for 144 Bentley Avenue, Ottawa**, prepared by IFS Associates, dated August 14, 2020

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

Requirements

1. Insert all required easements agreements and reference plans required for municipal infrastructure.
2. Insert all special covenant restrictions to be registered on title of the property.
3. Insert any road dedication requirements and/or related conveyances.
4. Insert any special area payments (collect backs/frontage charges/etc.):
 - a. Frontage Charge (water).

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. 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.

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 drawings of a design professional, such drawings to be approved by the General Manager, Planning, Infrastructure and Economic Development.

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. **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.

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. **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, Infrastructure and Economic Development.

8. **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, Infrastructure 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, Infrastructure and Economic Development, the aforesaid Works are proceeding satisfactorily toward completion. The Owner shall obtain the prior consent of the General Manager, Planning, Infrastructure 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, Infrastructure 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.

9. **Development Charges**

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

10. **Development Charges – Instalment Option**

- (a) The Owner acknowledges that for building permits issued after January 15, 2010, payment of non-residential development charges, excluding development charges for institutional developments, may be calculated in two (2) installments at the option of the Owner, such option to be exercised by the Owner at the time of the application for the building permit. The non-discounted portion of the development charge shall be paid at the time of issuance of the building permit and the discounted portion of the development charge shall be payable a maximum of two (2) years from the date of issuance of the initial building permit subject to the following conditions:
 - (i) a written acknowledgement from the Owner of the obligation to pay the discounted portion of the development charges;
 - (ii) no reduction in the Letter of Credit below the amount of the outstanding discounted development charges; and
 - (iii) indexing of the development charges in accordance with the provisions of the City's Development Charges By-law, as amended.
- (b) The Owner further acknowledges and agrees that Council may terminate the eligibility for this two (2) stage payment at any time without notice, including for the lands subject to this Agreement and including for a building permit for which an application has been filed but not yet issued.
- (c) For the purposes of this provision,
 - (i) "discounted portion" means the costs of eligible services, except fire, police and engineered services, that are subject to 90% cost recovery of growth-related net capital costs for purposes of funding

from development charges. The 10% discounted portion, for applicable services, must be financed from non-development charge revenue sources.

- (ii) “non-discounted portion” means the costs of eligible services, fire, police and engineered services, that are subject to 100% cost recovery of growth-related net capital costs for purposes of funding from development charges.

Special Conditions

11. Permanent Features

The Owner acknowledges and agrees that no permanent features shall be permitted above and below grade within the City’s widened right-of-way or corner sight triangle, including commercial signage, except as otherwise shown on the approved Site Plan referenced in Schedule E” herein.

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, Infrastructure and Economic Development.

13. 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 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.

14. Inlet Control Devices (ICDs)

The Owner acknowledges and agrees to install and maintain in good working order the required 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.

15. **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, 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, 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, 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.

16. **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 **Servicing and Stormwater Management Report** and **Site Servicing Plan**, referenced in Schedule "E" herein. The Owner further acknowledges and agrees to provide the General Manager, Planning, Infrastructure 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 **Servicing and Stormwater Management Report** and **Site Servicing Plan** referenced in Schedule "E" herein.

17. **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.

18. **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, Infrastructure and Economic Development.

19. **Noise Study**

The Owner agrees to prepare and implement a noise study in compliance with the City of Ottawa Environmental Noise Control Guidelines to the satisfaction of the General Manager, Planning, Infrastructure and Economic Development Department. The Owner shall implement the noise control attenuation measures recommended in the approved noise study.

20. **Certification Letter for Noise Control Measures**

- (a) The Owner acknowledges and agrees that upon completion of the development and prior to occupancy and/or final building inspection, it shall retain a Professional Engineer, licensed in the Province of Ontario with expertise in the subject of acoustics related to land use planning, to visit the lands, inspect the installed noise control measures and satisfy himself that the installed recommended interior noise control measures comply with the measures in the Noise Impact Assessment Study referenced in Schedule "E" hereto, as approved by the City and/or the approval agencies and authorities (The Ministry of the Environment, Conservation and Parks) or noise thresholds identified in the City's Environmental Noise Control Guidelines. The Professional Engineer shall prepare a letter to the General Manager, Planning, Infrastructure and Economic Development (the "Certification Letter") stating that he certifies acoustical compliance with all requirements of the applicable conditions in this Agreement, to the satisfaction of the General Manager, Planning, Infrastructure and Economic Development.
- (b) The Certification Letter shall be unconditional and shall address all requirements as well as all relevant information relating to the development, including project name, lot numbers, building identification, drawing numbers, noise study report number, dates of relevant documents and in particular reference to the documents used for the building permits and site grading applications. The Certification Letter(s) shall bear the certification stamp of a Professional Engineer, licensed in the Province of Ontario, and shall be signed by said Professional Engineer, and shall be based on the following matters:

- (i) Actual site visits, inspection, testing and actual sound level readings at the receptors;
 - (ii) Previously approved Detailed Noise Control Studies, Site Plan and relevant approved Certification Letters (C of A) or Noise thresholds of the City's Environmental Noise Control Guidelines; and
 - (iii) Non-conditional final approval for release for occupancy.
- (c) All of the information required in subsections (a) and (b) above shall be submitted to the General Manager, Planning, Infrastructure and Economic Development, and shall be to his satisfaction.

21. **Noise Control Attenuation Measures**

The Owner acknowledges and agrees to implement the noise control attenuation measures recommended in the approved Transportation Noise Assessment Study, referenced in Schedule "E" of this Agreement, as follows:

- (a) each unit is to be fitted with a forced air heating system and ducting, and shall be sized to accommodate central air conditioning;
- (b) further to subsection (b) above, the location and installation of any outdoor air conditioning device(s) shall comply with the noise criteria of the Ministry of the Environment, Conservation and Parks' Publication NPC-216 entitled Environmental Noise Guidelines for Installation of Residential Air Conditioning Devices, dated September 1994, as amended, in order to minimize the noise impacts both on and off the immediate vicinity of the subject lands.
- (c) prior to the issuance of a building permit, a review of building components (windows, walls, doors) is required and must be designed to achieve indoor sound levels within the City's and the Ministry of the Environment, Conservation and Parks' noise criteria;
- (d) notice respecting noise shall be registered against the lands, at no cost to the City, and a warning clause shall be included in all agreements of purchase and sale or lease agreements, as detailed in paragraph 25 below.

22. **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:

"Purchasers/building occupants are forewarned that this property is located in a noise sensitive area due to its proximity to Ottawa Macdonald-Cartier

International Airport. In order to reduce the impact of aircraft noise in the indoor spaces, the unit has been designed and built to meet provincial standards for noise control by the use of components and building systems that provide sound attenuation. In addition to the building components (i.e. walls, windows, doors, ceiling-roof), since the benefit of sound attenuation is lost when windows or doors are left open, this unit has been fitted with a forced air heating system, all components of which are sized to accommodate the future installation of central air conditioning-by the owner/occupant.”

Despite the inclusion of noise control features within the dwelling unit, noise due to aircraft operations may continue to interfere with some indoor activities and with outdoor activities, particularly during the summer months. The purchaser/building occupant is further advised that the Airport is open and operates 24 hours a day, and that changes to operations or expansion of the airport facilities, including the construction of new runways, may affect the living environment of the residents of this property/area. The Ottawa Macdonald-Cartier International Airport Authority, its acoustical consultants and the City of Ottawa are not responsible if, regardless of the implementation of noise control features, the purchaser/occupant of this dwelling finds that the noise levels due to aircraft operations continue to be of concern or are offensive.

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.

23. **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.

24. **Waste and Recycling Collection (Standard 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.

25. **Tree Protection**

The Owner acknowledges and agrees that all trees to be retained, as shown on the approved Landscape Plan and identified in the Tree Conservation Report, referenced in Schedule "E" herein, shall be protected in accordance with the City's required tree protection measures. At a minimum, the following tree protection measures shall be applied during all on-site works:

- (a) Erect a fence at the critical root zone (CRZ) of trees, defined as ten (10 cm) centimetres from the trunk for every centimetre of trunk DBH (i.e., $CRZ = DBH \times 10cm$);
- (b) Tunnel or bore when digging within the CRZ of a tree;
- (c) Do not place any material or equipment within the CRZ of the tree;
- (d) Do not attach any signs, notices or posters to any tree;
- (e) Do not raise or lower the existing grade within the CRZ without the approval of the General Manager, Planning, 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.

26. **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.

27. **Cash-in-Lieu of Parkland**

The Owner shall pay cash-in-lieu of parkland in accordance with the Parkland Dedication By-law of the City of Ottawa, as well as the fee for appraisal services. The monies are to be paid at the time of execution of the Site Plan Agreement.

February 2, 2021

Date

Colette Gorni

Colette Gorni
Planner I, 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: D07-12-20-0113

SITE LOCATION

The subject site is municipally known as 144 Bentley Avenue. It is located along the south side of Bentley Avenue, between Gilford Street and the eastern extent of Bentley Avenue, and as shown on Document 1.

SYNOPSIS OF APPLICATION

The subject site is an irregularly shaped parcel with an area of approximately 5755 square metres, and 46 metres of frontage along Bentley Avenue. It is currently occupied by outdoor storage. Surrounding uses mainly consist of other industrial uses. The site also abuts the Smith Falls Rail Corridor along the southern property line.

The development proposal involves the construction of a two-storey office building and a one-storey warehouse building. The proposed office building has a GFA of 198.9 square metres and will be located towards the front of the site. The proposed warehouse building is located behind the office building and has a GFA of 640 square metres. The two buildings will be connected by a one-storey building link with a GFA of 23.7 square metres. A total of 17 vehicle parking spaces, including one (1) barrier free space, and three (3) bicycle parking spaces are provided. The site will be accessed two (2) accesses along Bentley Avenue.

DECISION AND RATIONALE

This application is approved for the following reasons:

- The proposal conforms to the Urban Area designation of the Official Plan;
- The proposal conforms to all relevant provisions of the Zoning By-law, including those specific to the IH1 zone;
- Conditions of approval have been included in this report to ensure the proposed development is constructed in conformity with City policies and guidelines;
- The applicant has adequately resolved the comments provided during the technical review process; and,

- The proposed development enhances an underutilized property for employment uses and represents good planning.

CONSULTATION DETAILS

Councillor's Concurrence

Councillor Keith Egli was aware of Staff's recommendation. Councillor has concurred with the proposed conditions of approval.

Public Comments

This application was not subject to public circulation under the Public Notification and Consultation Policy. There was no public comment received online.

Technical Agency/Public Body Comments

Hydro Ottawa

The applicant has been provided with comments, which are to be addressed directly with Hydro Ottawa.

Ottawa International Airport Authority (OIAA)

The OIAA advised that a plant included in the proposed plant list for the development was not permitted and should be omitted.

Response: The non-permitted plant species was omitted from the plant list and replaced with a more appropriate plant species.

Advisory Committee Comments

N/A

APPLICATION PROCESS TIMELINE STATUS

This Site Plan application was processed by the On Time Decision Date established for the processing of an application that has Manager Delegated Authority.

Contact: Colette Gorni Tel: 613-580-2424, ext. 21239, fax 613-580-2576 or e-mail: Colette.Gorni@ottawa.ca

Document 1 – Location Map



D07-12-20-0113

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REVISION / RÉVISION - 2020 / 09 / 10

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



144 av. Bentley Ave.



NOT TO SCALE