



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

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Site Location: 795 Tweddle Road

File No.: D07-12-22-0151

Date of Application: October 24, 2022

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This SITE PLAN CONTROL application submitted by Fotenn Planning + Design, on behalf of City of Ottawa, is APPROVED as shown on the following plan(s):

1. **Site Plan, Petrie Island Canoe Club, 795 Trim Rd**, Drawing No. A100, prepared by CSV Architects, dated October 20, 2022, Revision 6 dated April 3, 2023.
2. **Plans, Section, and Elevation, Petrie Island Canoe Club, 795 Trim Rd**, Drawing No. A300, prepared by CSV Architects, dated October 20, 2022, Revision 5 dated May 11, 2023.
3. **Lot Grading, Drainage, Erosion & Sediment Control Plan**, Drawing C101, prepared by McIntosh Perry, dated October 11, 2022, Revision 2 dated February 23, 2023.

And as detailed in the following report(s):

1. **Geotechnical Investigation – Proposed Canoe Storage Building, 795 Tweddle Road**, prepared by Paterson Group, revised February 8, 2023.
2. **Geotechnical Responses to City Comments- Proposed Canoe Storage Building Memorandum**, prepared by Paterson Group, dated February 8, 2023.
3. **Phase One Environmental Site Assessment, 795 Tweddle Road**, prepared by McIntosh Perry, dated January 6, 2023.
4. **Environmental Impact Study for a Proposed Boat Storage Facility and Dock at Petrie Island, Ottawa, Ontario**, prepared by Kilgour & Associates Ltd., dated October 11, 2022
5. **Coastal Assessment for Petrie Island Canoe Club**, dated February 13, 2023

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

### Requirements

1. The Lessee shall submit a certificate of insurance in a form satisfactory to the City. The certificate of insurance must be issued in favor of the City of Ottawa in

an amount not less than five million dollars per occurrence, must contain an endorsement naming the City as an additional insured and an unconditional thirty days notice of any material change or cancellation of the policy.

## **General Conditions**

1. The Lessee shall execute the City's standard Letter of Undertaking and satisfy the conditions contained within this Delegated Authority Report. In the event the Owner fails to execute the required Letter of Undertaking and submit any required fees and/or securities within six months, this approval shall lapse.

### **2. Permits**

The Lessee shall obtain such permits as may be required from municipal or provincial authorities and shall file copies thereof with the General Manager, Planning, Real Estate and Economic Development.

### **3. Water Supply For Fire Fighting**

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

### **5. Construction Fencing**

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

### **6. Extend Internal Walkway**

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

### **7. Completion of Works**

The Lessee acknowledges and agrees that no new building will be occupied on the lands until all requirements with respect to completion of the Works as identified in this Agreement have been carried out and received Approval by the General Manager, Planning, Real Estate and Economic Development, including the installation of municipal numbering provided in a permanent location visible during

both day and night and the installation of any street name sign on relevant streets. Notwithstanding the non-completion of the foregoing Works, occupancy of a lot or structure may otherwise be permitted, if in the sole opinion of the General Manager, Planning, Real Estate and Economic Development, the aforesaid Works are proceeding satisfactorily toward completion. The Owner shall obtain the prior consent of the General Manager, Planning, Real Estate and Economic Development for such occupancy in writing.

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

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

#### **8. Development Charges**

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

### **Special Conditions**

#### **9. On-Site Building Management**

The Lessee agrees to provide on-site supervision and management of the leased property.

#### **10. Provision of As-Built Drawings**

The Lessee shall supply to the General Manager, Planning, Real Estate and Economic Development, one set of mylar or plastic film as-constructed road, grading and service drawings including the location of all Works, certified under seal by a Professional Engineer, licensed in the Province of Ontario, for City records upon Acceptance and Approval of the Works. Furthermore, the Owner shall provide the As-built Drawings and the attribute data for the Works in a form that is compatible with the City's computerized systems.

11. That the Lessee acknowledges and agrees it shall be responsible for the grading, drainage, and sediment control measures within the leased areas as shown in the approved Lot Grading, Drainage, Erosion & Sediment Control Plan. The grading, drainage, and sediment control measures shall be carried out to the satisfaction of the General Manager, Planning, Real Estate and Economic Development. The Lessee acknowledges and agrees that all costs are to be borne by the Lessee.

12. The Lessee acknowledges and agrees that it shall retain the services of a geotechnical engineer, currently licensed in the Province of Ontario, to ensure that

the recommendations of the Geotechnical Investigation Report (the "Report") are fully implemented. The Lessee further acknowledges and agrees that it shall provide the General Manager, Planning, Real Estate and Economic Development with confirmation issued by the geotechnical engineer that the Lessee has complied with all recommendations and provisions of the Report, prior to construction of the foundation and at the completion of the Works, which confirmation shall be to the satisfaction of the General Manager, Planning, Real Estate and Economic Development.

13. The Lessee acknowledges and agrees to retain an environmental consultant to perform a limited Phase 2 ESA/sampling program in the area of proposed construction, to ensure potentially contaminated soil and/or groundwater (in relation to the off-site landfill) will not be encountered during construction as recommended in the Phase One ESA Report. If through further testing any of these materials are found to be contaminated, the Lessee acknowledges and agrees to dispose, treat or recycle these materials at a waste disposal site or landfill licensed for that purpose by the Ministry of the Environment, Conservation and Parks. If through further testing the groundwater samples are found to be contaminated, all contaminated groundwater must be removed, managed or treated in accordance with appropriate Ontario regulations and/or discharged in accordance with the City's Sewer Use By-Law, being By-law No. 2003-514, as amended.
14. The Lessee shall have competent Professional Engineering inspection personnel on-site during the period of construction, to supervise the Works, and the General Manager, Planning, Real Estate and Economic Development, shall have the right at all times to inspect the installation of the Works. The Owner acknowledges and agrees that should it be found in the sole opinion of the General Manager, Planning, Real Estate and Economic Development, that such personnel are not on-site or are incompetent in the performance of their duties, or that the said Works are not being carried out in accordance with the approved plans or specifications and in accordance with good engineering practice, then the General Manager, Planning, Real Estate and Economic Development, may order all Work in the project to be stopped, altered, retested or changed to the satisfaction of the General Manager, Planning, Real Estate and Economic Development.
15. The Lessee acknowledges and agrees that there a second storey will not be permitted, including a lookout point with railings.

**Corporate Real Estate Office of the Planning, Real Estate and Economic Development**

16. The Lessee acknowledges and agrees that the City shall not be bound to issue building permits, including conditional building permits, prior to receiving the required clearances from Leasing, Corporate Real Estate Office of the Planning, Real Estate and Economic Development Department.

**Parks and Facilities Planning, Recreation, Cultural & Facility Services Department**

17. The Lessee acknowledges and agrees that the City shall not be bound to issue building permits, including conditional building permits, prior to receiving the required clearances from Parks and Facilities Planning, Recreation, Cultural & Facility Services Department.

**Rideau Valley Conservation Authority**

18. The Lessee acknowledges and agrees that the City shall not be bound to issue building permits, including conditional building permits, prior to receiving the required clearances from, and Rideau Valley Conservation Authority.

**19. Rideau Valley Conservation Authority Permit**

The Lessee acknowledges and agrees to obtain permission from the Rideau Valley Conservation Authority under Ontario Regulation 174/06 entitled "Development, Interference with Wetlands and Alterations to Shorelines and Watercourses", under Section 28 of the Conservation Authorities Act, R.S.O. 1990, c.C.27., prior to the issuance of a Building Permit from the City of Ottawa's Building Code Services, for the installation of any Works affecting the bed or the banks of the Ottawa River including construction of the stormwater outlet and/or grading changes, and further agrees to file copies of such permission with the General Manager, Planning, Real Estate and Economic Development. The Owner further acknowledges and agrees that no site works/alteration of the banks or connecting the drainage ditch to the watercourse shall be undertaken in advance of receiving such permission from the Rideau Valley Conservation Authority.

20. That the Lessee shall provide the building details to the satisfaction of the Rideau Valley Conservation Authority and the City of Ottawa. The building details shall clearly demonstrate compliance with the report "RE; Costal Assessment for Petrie Island Canoe Club" dated February 13th, 2023, prepared by W.F. Baird & Associates Coastal Engineers Ltd. and be prepared by a qualified Professional Engineer.
21. That upon completion of the storage building, the Lessee shall provide certification from a qualified coastal Professional Engineer, that the storage building has been constructed in accordance with the recommendations in the report "RE; Costal Assessment for Petrie Island Canoe Club" dated February 13th, 2023, prepared by W.F. Baird & Associates Coastal Engineers Ltd. This shall be to the satisfaction of the Rideau Valley Conservation Authority and the City of Ottawa.
22. That the Lessee acknowledges and agrees that the property is within the 1:100 year floodplain of the Ottawa River. The Owner further acknowledges and agrees that the site is likely to experience periodic flooding and access to the site may be restricted due to flooding.
23. That the Lessee acknowledges and agrees to not utilize the building during times when flooding is occurring.

24. That the Lessee acknowledges and agrees that the property is within the RVCA regulation limit. A permit from the Conservation Authority under Section 28 of the Conservation Authorities Act is required for the following:

- a. Any alteration, straightening, changing, diverting or interfering in any way with any watercourse.
- b. Any development within the 1:100 year floodplain of the Ottawa River, including the storage building and any associated grading.

July 13, 2023

\_\_\_\_\_  
Date



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Shoma Murshid, MCIP, RPP  
Planner 2, Development Review, East  
Planning, Real Estate and Economic  
Development Department

Enclosure: Site Plan Control Application approval – Supporting Information

## SITE PLAN CONTROL APPROVAL APPLICATION SUPPORTING INFORMATION

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**File Number:** D07-12-22-0151

### SITE LOCATION

795 Tweddle Road, and as shown on Document 1.

### SYNOPSIS OF APPLICATION

This is a site plan control application for an area within Stuemmer Park, a City of Ottawa-owned park, within Petrie Island Park for a single-storey marine facility. This site plan control has been brought forth by the future tenant, Petrie Island Canoe Club, with the consent of City of Ottawa. Petrie Island Canoe Club will be entering into a 25-year-term lease agreement with the City of Ottawa for a 560 square metre portion of land. Petrie Island Canoe Club's marine facility triggers development review under the Site Plan Control By-law and as such, City of Ottawa requires its future tenant, or *lessee*, to follow the proper development review procedures as set under the Site Plan Control By-law and the *Planning Act*.

The marine facility has a proposed gross floor area of 270 m<sup>2</sup> plus an accessible concrete walkway around the facility. This facility is solely for the storage of non-motorized canoes and kayaks and any related non-motorized boating equipment. The abutting City of Ottawa parking lot and its available spaces, including its four existing accessible parking spaces, will serve this marine facility.

### Related Applications

N/A

### DECISION AND RATIONALE

This application is approved for the following reasons:

- This proposal meets the Official Plan policies.
- The proposal is in conformity with the Zoning By-law.
- The proposed site design represents good planning.

### PARKLAND DEDICATION

110 Laurier Avenue West, Ottawa ON K1P 1J1 Mail code: 01-14  
110, av. Laurier Ouest, Ottawa (Ontario) K1P 1J1 Courrier interne : 01-14

Visit us: [Ottawa.ca/planning](http://Ottawa.ca/planning)  
Visitez-nous : [Ottawa.ca/urbanisme](http://Ottawa.ca/urbanisme)

Parkland dedication, in accordance with By-law 2022-280, is not applicable to this development.

## **CONSULTATION DETAILS**

### **Councillor's Comments**

Select Councillor was aware of the application related to this report.

### **Technical Agency/Public Body Comments**

#### Summary of Comments –Technical

Leasing from Corporate Real Estate Office, Parks and Facilities and RVCA must provide clearances on this marine facility before Building Code Services provides building permits.

#### Response to Comments –Technical

In order to ensure that the above parties are satisfied with the final plans for the marine facility prior to the issuance of building permits, special conditions have been added to this delegated authority report.

## **APPLICATION PROCESS TIMELINE STATUS**

This Site Plan application was not processed by the On Time Decision Date.

**Contact:** Shoma Murshid; Tel: 613-580-2424, ext. 15430; or, e-mail: Shoma.Murshid@ottawa.ca



# Document 1 – Location Map



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

D07-12-22-0151

22-1087-D

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REVISION / RÉVISION - 2022 / 11 / 03



795 ch. Tweddle Road

