



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

Site Location: 1353 Coker Street

File No.: D07-12-22-0038

Date of Application: March 10, 2022

This SITE PLAN CONTROL application submitted by Andrea Buchsbaum, Arbaum Architects, on behalf of Dymech Engineering Inc., is APPROVED upon resolution of the conditions stated in this report.

And the following plans are approved:

1. **Landscape Plan and Tree Conservation Report**, prepared by CSW, dated February 24, 2022.
2. **New Site Plan + Notes, Drawing No. A-010**, prepared by Arbaum Architects, dated March 4, 2022, Revision 6 February 10, 2023.
3. **Site Servicing Plan and Existing Conditions**, Drawing C-1, prepared by D.B Gray Engineering, dated February 15, 2022, Revision 6 dated November 28, 2024.
4. **Grading Plan and Erosion & Sediment Control Plan, Drawing C-2**, prepared by D.B Gray Engineering, dated February 15, 2022, Revision 8 dated April 14, 2025.
5. **Details**, Drawing C-3, prepared by D.B Gray Engineering, dated February 15, 2022, Revision 7 dated April 14, 2025.
6. **Notes & Details**, Drawing C-4, prepared by D.B Gray Engineering, dated February 15, 2022, Revision 6 dated November 28, 2024.
7. **Foundation Detail**, Drawing ASK-01, prepared by Arbaum Architects, dated October 10, 2023.

And as detailed in the following report(s):

8. **Geotechnical Investigation Proposed Building Addition, 1353 Coker Street, Ottawa (Greely), Ontario**; prepared by Paterson Group, dated May 26, 2022, Revision 6 dated October 07, 2024.
9. **1353 Coker Street - New Building Addition Planning Rational**, prepared by Arbaum Architects, dated March 10, 2022, Revision 2 dated February 21, 2023.

10. **Hydrogeological Assessment and Terrain Analysis, 1353 Coker Street Ottawa (Greely), Ontario**; prepared by Paterson Group, dated June 7, 2022, Revision 5 dated November 20, 2024.
11. **Site Servicing Study & Stormwater Management report** prepared by D.B Gray Engineering Inc., dated March 7, 2022, Revision 7 dated May 1, 2025.

And subject to the following General and Special Conditions:

General Conditions

1. Lapsing of Approval

The Owner shall enter into this Site Plan Control Agreement and/or Letter of Undertaking, 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/or Letter of Undertaking, complete the conditions to be satisfied prior to the signing of this Agreement, and have the corresponding building permit(s) issued within three (3) years of Site Plan approval, the approval shall lapse.

2. Prior Site Plan Agreement

The Owner acknowledges and agrees that all terms and conditions of the Site Plan Agreement between 724531 Ontario Inc. and The Corporation of the Township of Osgoode, registered as Instrument No. LT602805 on February 16, 1989, are reconfirmed and are in full force and effect except as otherwise varied or amended in this Agreement. The Owner further acknowledges and agrees that the relevant portion of the Approved Plans referenced in Schedule "E" hereto shall supercede and replace and/or be in addition to, as the case may be, the relevant sections of the corresponding Plans contained in the previous Site Plan Agreement.

3. Water Supply for Fire Fighting

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

4. Reinstatement of City Property

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

5. Construction Fencing

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

6. Completion of Works

The Owner acknowledges and agrees that no new building will be occupied on the lands until all requirements with respect to completion of the Works as identified in this Agreement have been carried out and received Approval by the General Manager, Planning, Development and Building Services, including the installation of municipal numbering provided in a permanent location visible during both day and night and the installation of any street name sign on relevant streets. Notwithstanding the non-completion of the foregoing Works, occupancy of a lot or structure may otherwise be permitted, if in the sole opinion of the General Manager, Planning, Development and Building Services, the aforesaid Works are proceeding satisfactorily toward completion. The Owner shall obtain the prior consent of the General Manager, Planning, Development and Building Services for such occupancy in writing.

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

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

7. **Development Charges**

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

Special Conditions

8. **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, Development and Building Services 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, Development and Building Services 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, Development and Building Services Department, may order all Work in the project to be stopped, altered, retested or changed to the satisfaction of the General Manager, Planning, Development and Building Services Department.

Access

9. **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, Development and Building Services.

10. **Private Access**

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

ENGINEERING

Geotechnical Engineering and Soils

11. **Slope Stability**

The Owner 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 Slope Stability Analysis Report and the Approved Retaining Wall Plan.

12. **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 Proposed Building Addition, 1353 Coker Street, Ottawa (Greely), Ontario; Prepared for Dymtech Engineering Inc., Report PG6052-1 prepared by Paterson Group, Revision 6, dated October 07, 2024*" and "*Technical Memorandum PG6052-MEMO.03. Revision 1, titled Geotechnical response to City Comments, Proposed Building addition, 1353 Coker Street – Ottawa, Ontario, dated October 7, 2024*" (the "Report" "*Technical Memorandum PG6052-MEMO.04, titled "Geotechnical response to City Comments, Proposed Building addition, 1353 Coker Street – Ottawa, Ontario, dated October 7, 2024*"), referenced in Schedule "E" herein, are fully implemented. The Owner further acknowledges and agrees that it shall provide the General Manager, Planning, Development and Building Services with confirmation issued by the geotechnical engineer that the Owner has complied with all recommendations and provisions of the Report, prior to construction of the foundation and at the completion of the Works, which confirmation shall be to the satisfaction of the General Manager, Planning, Development and Building Services.

Groundwater

13. **Notice on Title – Quality and Quantity of Groundwater**

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

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 themselves, their heirs, executors, administrators, successors and assigns, acknowledges being advised that the City of Ottawa does not guarantee the quality or the quantity of the groundwater. The purchaser/lessee further acknowledges being advised that if, at some future date, the quality or the quantity of the groundwater becomes deficient, the City of Ottawa shall bear no responsibility, financial or otherwise, to provide solutions to the deficiency. All efforts and costs to remedy such deficiencies in the groundwater shall be the sole responsibility of the owner."

"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."

14. Notice on Title – Denitrification

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

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 themselves, their heirs, executors, administrators, successors and assigns, acknowledges being advised that a treatment unit has been recommended in the approved hydrogeological and terrain analysis report in order to meet the maximum nitrate-nitrogen concentrations at the property boundary. The owner further acknowledges and agrees that the treatment unit and appurtenances thereto are to be maintained by the Owner at its own expense, in perpetuity. All efforts and costs to remedy such deficiencies in the groundwater shall be the sole responsibility of the owner."

“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.”

Civil Engineering

15. **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:

- i) the name, job title and location (address) of the Owner, person in charge, management or person(s) in control of the buildings;
- ii) the name, job title and 24-hour telephone number of the person(s) responsible for activating the spill contingency and pollution prevention plan;
- iii) 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);
- iv) steps to be taken to report, contain, clean up and dispose of contaminants following a spill;
- v) a listing of telephone numbers for local clean-up companies who may be called upon to assist in responding to spills, local emergency responders including health institution(s), and the Ministry of the Environment, Conservation and Parks Spills Action Centre;
- vi) Materials Safety Data Sheets (MSDS) for each hazardous material which may be transported or stored in the said building;
- vii) the means (internal corporate procedures) by which the spill contingency and pollution prevention plan is activated;
- viii) 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;
- ix) 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

- x) 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.

16. **Stormwater Management Memorandum**

Prior to registration of this Agreement, the Owner acknowledges and agrees to provide the General Manager, Planning, Development and Building Services, with a memorandum prepared by a Professional Engineer, licensed in the Province of Ontario, confirming that the designed roof-top scuppers and associated spill point elevations will be set equivalent to the top of the control weir of the approved roof drain elevation(s). The Owner further acknowledges and agrees that said memorandum shall be to the satisfaction of the General Manager, Planning, Development and Building Services, and all associated costs shall be the Owner's responsibility.

17. **Stormwater Works Certification**

Upon completion of all stormwater management Works, the Owner acknowledges and agrees to retain the services of a Professional Engineer, licensed in the Province of Ontario, to ensure that all measures have been implemented in conformity with the approved Plans and Reports, referenced in Schedule "E" herein. The Owner further acknowledges and agrees to provide the General Manager, Planning, Development and Building Services with certificates of compliance issued by a Professional Engineer, licensed in the Province of Ontario, confirming that all recommendations and provisions have been implemented in accordance with the approved Plans and Reports referenced in Schedule "E" herein.

18. **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, and oil/grit separator as recommended in the conditionally approved "*Site Servicing Study & Stormwater Management report prepared by D.B Gray Engineering Inc., Report No. 20127, dated March 7, 2022; Revised May 1, 2025*" 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.

19. **Title Merger**

The Owner acknowledges and agrees that the subject lands have merged in title with the abutting lands municipally known as 1359 Coker Street, legally described

as Part Block 1, Plan 4M-351, being Parts 5 and 6, Plan 4R-5113 and cannot be separately conveyed without Planning Act consent. The Owner shall be responsible for any costs associated with applying for Planning Act consent.

20. **Restrictive Covenant – Title Merger**

(a) The Owner acknowledges and agrees to register, at its expense, an application for restrictive covenants under s. 119 of the *Land Titles Act*, R.S.O. 1990, c.L.5, as amended, on title to the lands municipally known as 1353 Coker Street, legally described as Part Blocks 4 and 8, Plan 4M-351, being Part 24, Plan 4R-5427, City of Ottawa, being all of PIN 04319-0711 (LT), and 1359 Coker Street, legally described as Part Block 1, Plan 4M-351, being Parts 5 and 6, Plan 4R-5113; Part Block 4, Plan 4M-351, being Part 25, Plan 4R-5427, City of Ottawa, being all of PIN 04319-2375 (LT), to the satisfaction of the General Manager, Planning, Development and Building Services, upon registration of the Site Plan Agreement. The Owner acknowledges and agrees that the restrictive covenant shall, include, but not be limited to, the following conditions, restrictions or covenants:

i. The Real Property cannot be separately conveyed without *Planning Act* consent.

ii. The Real Property is described as follows:

Part Block 1, Plan 4M-351, being Parts 5 and 6, Plan 4R-5113; Part Block 4, Plan 4M-351, being Part 25, Plan 4R-5427, City of Ottawa (municipally known as 1359 Coker Street)

Part Blocks 4 and 8, Plan 4M-351, being Part 24, Plan 4R-5427, City of Ottawa (municipally known as 1353 Coker Street)

iii. These covenants shall run with the Real Property and continue to be binding on the City and the Real Property owner, its successors, and assigns.

iv. These covenants are for the benefit of the dominant lands being the lands of the City of Ottawa legally described as follows:

Part Nepean St, Plan 4556, Closed by Bylaw CR239429; Part Nepean St, Plan 2996, Closed by Bylaw CR239429; Part Lot 59 and Lots 60, 61, 62, 63 & 64, Plan 2996, South Side of Nepean St; Part Lot 59 and Lots 60, 61, 62, 63, 64, 65, 66, 67, 68 and 69 and Part Lot 70, Plan 2996, North Side of Lisgar St; Part Lots 63 and 64 and Lots 65, 66, 67 and 68, Plan 4556, South Side of Gloucester St and West Side of Unnamed St; Part Lot 64 and Lots 65, 66 and 67 and Part Lot 68, Plan 4556, North Side of Nepean St; Lots 66, 67, 68, 69 and 70, Plan 4556, South Side of Nepean St; Lots A and B, Plan 4556, West Side of Unnamed St; Part Unnamed St, Plan 4556, Closed by Order N425072; Part Lot 68, Plan 4556, South Side of Gloucester St and East Side of Unnamed St; Part Lots A and B, Plan 4556, East Side of Unnamed St; Part Gloucester St, Plan 4556, Closed by Order N425072; Part Lot 61 and Lots 62, 63, 64 and 65 and Part Lots 66, 67 and 68, Plan 4556, South side of Laurier St; Part Lots 61 and 62 and Lots 63, 64, 65, 66

and 67 and Part Lot 68, Plan 4556, North Side of Gloucester St, all being Parts 1 to 12 inclusive on Plan 5R9483; City of Ottawa

- v. The restrictive covenant shall run with the lands for a period of time no less than one hundred years.
- vi. The restrictive covenant shall not be deleted without the prior written consent of the General Manager, Planning, Development and Building Services, unless the restrictive covenant has expired.

21. **Culvert Repair required at 1359 Coker Street driveway access.**

A crushed culvert was identified in the "Site Servicing Study & Stormwater Management report prepared by D.B Gray Engineering Inc., Report No. 20127, dated March 7, 2022; Revised May 01, 2025" at 1359 Coker Street, which impedes the continuity of downstream flow of the road ROW ditch.

Prior to the registration of the Site Plan Agreement, issuance of a building permit or issuance of a Commence Work Notification, the Owner acknowledges and agrees to repair the said culvert, at their own cost, in order to accommodate the design flows of the area, and to provide the ditch flow continuity for the proposal and also the other properties draining to the ditch upstream of the proposal.

22. **Survey Demonstrating Unblocked Drainage**

Prior to the registration of the Site Plan Agreement, issuance of a building permit or issuance of a Commence Work Notification, the Owner acknowledges and agrees to demonstrate that the ditches are continuous and there are no downstream blockages in the ditches or culverts in the local areas by providing a survey (with enough topographic information to determine the direction of flow in ditches and to prove that ditches are continuous with no downstream blockages in the ditches or culverts.

Private Systems

23. **Water Plant**

The Owner acknowledges and agrees that the water plant within the lands is a private watermain. The Owner further acknowledges and agrees that the private watermain and appurtenances thereto are to be maintained by the Owner at its own expense, in perpetuity. The Owner performing maintenance on critical infrastructure, such as private watermains and private fire hydrants, shall maintain adequate records as proof of having done so in accordance with applicable regulations, and that the records shall be retained for review by the City and or the Ottawa Fire Services when requested.

Site Lighting

24. **Site Lighting Certificate**

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.

The Owner acknowledges and agrees that, upon completion of the lighting Works and prior to the City releasing any associated securities, the Owner shall provide certification satisfactory to the General Manager, Planning, Development and Building Services, from a Professional Engineer, licensed in the Province of Ontario, that the site lighting has been constructed in accordance with the Owner's approved design plan.

PLANNING AND OTHER

Planning and Design

25. **Snow Storage - Setback**

In addition to the provisions set out in Clause 17 of Schedule "C" to this Agreement, the Owner acknowledges and agrees that no snow storage will occur within the fifteen (15 m) metre setback from the top bank of the watercourse, pursuant to the City's Zoning By-Law 2008-250, as amended.

AGENCIES

SNCA

26. **South Nation Conservation Authority**

The Owner acknowledges and agrees to obtain any required approvals and/or permits from the South Nation Conservation Authority prior to the commencement of site works. The Owner acknowledges and agrees to file copies of such approvals and/or permits with the General Manager, Planning, Development and Building Services.

July 28, 2025

Date



Allison Hamlin
Manager, Development Review All
Wards, Planning, Development and
Building Services Department

Enclosure: Site Plan Control Application approval – Supporting Information

SITE PLAN CONTROL APPROVAL APPLICATION SUPPORTING INFORMATION

File Number: D07-12-22-0038

SITE LOCATION

The subject site is located at 1353 Coker Street, and as shown on Document 1.

SYNOPSIS OF APPLICATION

- The site is largely developed with an existing warehouse and office building, and gravel parking area.
- The site is located within the Village of Greely and is surrounded by other industrial lots with warehouses and storage yards.
- The proposal is for a new one-storey 326 square-metre steel-sided structure at the rear of the property. Four new parking spaces are proposed. The existing temporary canvas structure and sea cans will be removed.
- The new structure is expected to house a manufacturing use, and the existing structure will remain.
- The site is privately serviced with a well and septic system. The septic bed is planned to be replaced.

Related Applications

N/A

DECISION AND RATIONALE

This application is approved for the following reasons:

- The proposal is in conformity with the RG3 (Rural General Industrial, Subzone 3) Zoning. The proposed development meets all of the applicable performance standards of the zone.
- The recommended conditions of approval will ensure that the development addresses outstanding comments and concerns.
- Subject to the clearing of the attached conditions, the proposed site design represents good land-use planning.

PARKLAND DEDICATION

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

CONSULTATION DETAILS

Councillor's Comments

Councillor George Darouze, former Councillor on Osgoode Ward, was aware of the application related to this report.

Technical Agency/Public Body Comments

Summary of Comments –Technical

Comments from the South Nation Conservation Authority have been forwarded directly to the applicant.

APPLICATION PROCESS TIMELINE STATUS

This Site Plan application was not processed by the On Time Decision Date due to complexity of servicing issues.

Contact: James Ireland Tel: 613-580-2424 or e-mail: James.Ireland@ottawa.ca

Document 1 – Location Map

