



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

---

Site Location: 7 Tristan Court

File No.: D07-12-20-0025

Date of Application: March 5, 2020

---

This SITE PLAN CONTROL application submitted by Mark Kauhanen, BBS Construction, on behalf of Tesmor Realities Inc., is APPROVED as shown on the following plan(s):

1. **Site Plan**, SP1, prepared by BBS Construction (Ontario) Ltd., dated 1/21/2020, revision 4 dated Aug.11.2020.
2. **Landscape Plan**, L1, prepared by Gino J. Aiello Landscape Architect, dated January 2020, revision 4 dated August 12 2020.
3. **Site Grading, Drainage, Servicing and Sediment & Erosion Control Plan**, C101, prepared by McIntosh Perry, dated Dec. 20, 2019, revision 5 dated Aug. 12, 2020.
4. **Elevations, Buildings A & C**, A011, prepared by KWC Architects Inc., dated September 25, 2020.
5. **Elevations, Building E**, A012, prepared by KWC Architects Inc., dated September 25, 2020.
6. **Elevations, Building E**, A013, prepared by KWC Architects Inc., dated September 25, 2020.

And as detailed in the following report(s):

1. **Servicing and Stormwater Management Report 7 Tristan Court – Proposed Buildings**, prepared by McIntosh Perry, revision 3 dated June 24, 2020.
2. **Geotechnical Investigation, Proposed Geotechnical Investigation for Proposed Commercial Building, 7 Tristan Court, Ottawa, ON**, prepared by Paterson Group, dated December 20, 2019.
3. **Phase One Environmental Site Assessment 7 Tristan Court, Ottawa, ON**, prepared by McIntosh Perry Consulting Engineers Ltd., dated March 3, 2020
4. **Phase II Environmental Site Assessment 7 Tristan Court, Ottawa, ON**, prepared by McIntosh Perry Consulting Engineers Ltd., dated September 2, 2020
5. **Tree Conservation Report – 7 Tristan Court / 35 Gifford Street**, prepared by Gino J. Aiello Landscape Architect, dated June 16, 2020

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

## **Requirements**

1. The Owner 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. 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. 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.

### **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, Infrastructure and Economic Development.

## **6. 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.

## **7. 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.

## **8. Development Charges**

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

## **Special Conditions**

### **9. Geotechnical Engineering and Soils**

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.

## **10. 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 Geotechnical Investigation, Proposed Geotechnical Investigation for Proposed Commercial Building, 7 Tristan Court, Ottawa, ON, prepared by Paterson Group, consultant's project # PG5151-1, dated December 20, 2019, 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.

## **11. Record of Site Condition**

Prior to the issuance of a building permit, the Owner shall submit to the General Manager, Planning, Infrastructure and Economic Development, and the Chief Building Official a Record of Site Condition ("RSC") completed in accordance with the Environmental Protection Act, R.S.O. 1990, c. E.19, O.Reg. 153/04, as amended ("O.Reg. 153/04"), and shall be acknowledged by the Ministry of the Environment, Conservation and Parks. The RSC shall confirm that all or part of the site will be suitable for the proposed use in accordance with O.Reg. 153/04. The City may issue a building permit on a phased basis to allow for site investigation and remediation activities if permitted by O.Reg. 153/04. No further Works will be permitted until the RSC is submitted.

## **12. Soil Management**

The Owner acknowledges and agrees to retain an environmental consultant to identify areas on the subject lands where excess soils, fill and/or construction debris will be removed. If through further testing any of these materials are found to be contaminated, the Owner 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.

## **13. Stormwater Management Memorandum**

Prior to registration of this Agreement, the Owner acknowledges and agrees to provide the General Manager, Planning, Infrastructure and Economic Development, 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, Infrastructure and Economic Development, and all associated costs shall be the Owner's responsibility.

#### **14. 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 7 Tristan Court – Proposed Buildings, prepared by McINTOSH Perry, consultant's project #CP-18-0453, revision 03, dated June 24, 2020, 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 Plans and Reports 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 Plans and Reports 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 Systems: 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.

## **19. 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 Record 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.

## **20. Leak Survey**

+

The Owner acknowledges and agrees that the Water Plant and sewer service within the lands is a private system, including Private Services and sewer services and appurtenances, and the Owner acknowledges and agrees that it is responsible for the operation, maintenance and/or replacement, in perpetuity, of the Private Services and sewer system, including the Private Watermains, private hydrants, private sanitary and storm sewer infrastructure (collectively the "private system") which are located on the lands and that the Owner will retain copies of all the associated Work and maintenance contracts, and make said contracts available for inspection upon demand by the City.

Further, the Owner acknowledges and agrees to have a Professional Engineer, licensed in the Province of Ontario, conduct regular inspections of the water system and sewer system, which includes a leak detection survey at least every five (5) years and a video of the sanitary sewer system to check for major water infiltration

into the private system. Copies of the inspection reports and videos shall be provided to the General Manager, Public Works and Environmental Services and Fire Services. The Owner further acknowledges and agrees that as part of the Owner's ongoing maintenance responsibility for the private system, repairs to the system must be completed immediately to correct any deficiencies which contribute to water loss or leakage of infiltration within the private system. Any deficiencies shall be immediately reported to the City. The Owner acknowledges and agrees to notify the General Manager, Public Works and Environmental Services when such repairs have been completed.

## **21. Site Lighting Certificate**

- (a) In addition to the requirements contained in clause 19 of Schedule "C" hereto, the Owner acknowledges and agrees, prior to the issuance of a building permit, to provide the City with a certificate from an acceptable professional engineer, licensed in the Province of Ontario, which certificate shall state that the exterior site lighting has been designed to meet the following criteria:
- (i) it must be designed using only fixtures that meet the criteria for full cut-off (sharp cut-off) classification, as recognized by the Illuminating Engineering Society of North America (IESNA or IES);
  - (ii) and it must result in minimal light spillage onto adjacent properties. As a guideline, 0.5 fc is normally the maximum allowable spillage.
- (b) The Owner acknowledges and agrees that, upon completion of the lighting Works and prior to the City releasing any associated securities, the Owner shall provide certification satisfactory to the General Manager, Planning, Infrastructure and Economic Development, 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.

## **22. 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.

### **23. Private Easement Agreement**

Prior to the registration of this Agreement, the Owner shall enter into a private easement agreement with adjacent the property owner (11 Tristan Court), for the off-site lands required for the construction and maintenance of a drainage system ancillary to the Owner's stormwater management planning and facilities. The private easement agreement shall be binding upon the owners and all subsequent purchasers, to deal with mutual rights for the Private Easement, in accordance with the site plan approval issued by the City of Ottawa. The Owner further acknowledges and agrees to provide an electronic copy of the Transfer of Easement and a copy of the deposited reference plan prior to the registration of the easement for review and approval. The Private Easement Agreement shall be registered on title, of those properties listed in the Agreement, at no cost to the City, and a copy shall be filed with the City, to the satisfaction of the General Manager, Planning, Infrastructure and Economic Development Department.

### **24. 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.

### **25. 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.

### **26. 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.

**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.

**28. Ottawa Macdonald-Cartier International Airport - Bird Attractions**

The Owner acknowledges and agrees that there will not be any present or future action, nor development undertaken, that may result in any bird attraction conditions and therefore a hazard to aircraft flying in the area. The Owner further acknowledges and agrees to maintain the site in a clean state and that any litter on the lands will be removed expeditiously. The Owner acknowledges and agrees to provide enclosed garbage areas and covered containers as shown on the approved Site Plan, referenced in Schedule "E" herein.

The Owner acknowledges and agrees to only place on the lands plant/vegetation species that are not attractive as a food source to birds. If bird activity increases as a result of this development, the Owner shall be prepared to implement mitigation measures to address this operational hazard.

September 29, 2020

Date



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:** D07-12-20-0025

### **SITE LOCATION**

The site is municipally known as 7 Tristan Court, 35 Gifford Street, and part of 2005 Merivale Road. It is located along the eastern side of Tristan Court and Gifford Street, at the intersection of Tristan Court, Gifford Street and Bongard Avenue, as shown on Document 1.

### **SYNOPSIS OF APPLICATION**

The subject site is comprised of three (3) abutting properties – municipally known as 7 Tristan Court, 35 Gifford Street, and part of 2005 Merivale Road – which have a combined area of approximately 18,928 square metres and 91.48 metres of continuous frontage along Gifford Street and Tristan Court. It is currently occupied by several buildings. There are two (2) contiguous warehouse buildings located on the northern portion of the site (35 Gifford Street), and an office and warehouse on southern portion of the site (7 Tristan Court). The rear of the site is currently used for outdoor storage. There is also an existing hydro easement running north-south through the site, between the existing buildings and outdoor storage area. Surrounding uses include the Smith Falls Rail Corridor to the south, and various industrial uses to the north, east, south, and west.

The development proposal involves the construction of a one-storey warehouse building, with an area of 1,259 square metres, at the rear of the site; a one-storey, 229 square metre addition to the back of the existing office building on the southern portion of the site; and, a one-storey, 35 square metre addition to the loading area of the existing warehouse building on the northwestern portion of the site. All existing buildings are to be retained. A total of 66 vehicle parking spaces, including two (2) barrier-free spaces, and six (6) bicycle parking spaces are provided. The site will continue to be accessed by the existing access along Tristan Court.

### **DECISION AND RATIONALE**

This application is approved for the following reasons:

- The proposal conforms to the Urban Employment 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 supports the function of existing industrial uses on the site 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 application has been provided with comments, which are to be addressed directly with Hydro Ottawa.

#### Bell Canada

The application has been provided with comments, which are to be addressed directly with Bell Canada.

#### Enbridge Gas Inc.

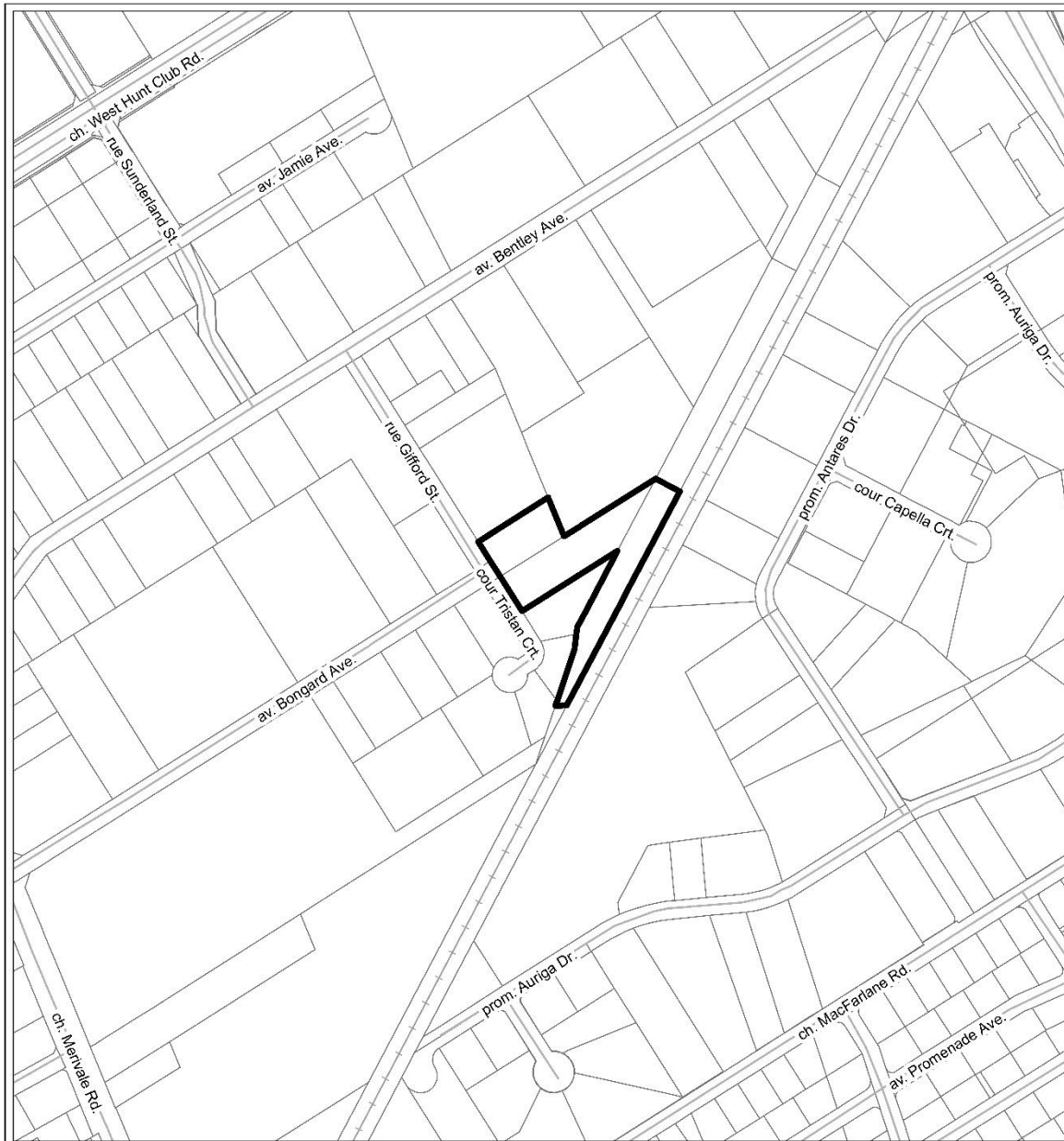
The application has been provided with comments, which are to be addressed directly with Enbridge Gas Inc.




## **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 the complexity of issues associated with the civil engineering for the site.

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

# Document 1 – Location Map



		LOCATION MAP / PLAN DE LOCALISATION SITE PLAN / PLAN D'EMPLACEMENT	
D07-12-20-0025	20-0240-B		
I:\CO\2020\Site\Tristan_7			
<small>©Parcel data is owned by Teranet Enterprises Inc. and its suppliers                  All rights reserved. May not be produced without permission                  THIS IS NOT A PLAN OF SURVEY</small>			
<small>©Les données de parcelles appartiennent à Teranet Enterprises Inc.                  et à ses fournisseurs. Tous droits réservés. Ne peut être reproduit                  sans autorisation. CECI N'EST PAS UN PLAN D'ARPENTAGE</small>			
REVISION / RÉVISION - 2020 / 03 / 10		 <b>7 cour. Tristan Crt.</b>	 <small>NSI 4522-0</small>