



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

Site Location: 1195 Newmarket Street

File No.: D07-12-21-0114

Date of Application: July 29, 2021

This SITE PLAN CONTROL application submitted by Peter Hume, on behalf of 1199 Newmarket Holdings Ltd., is APPROVED as shown on the following plan(s):

1. **General Notes**, C001, prepared by LRL Engineering, dated March 2022, Revision 01 dated May 5, 2022
2. **Erosion and Sediment Control Plan**, C101, prepared by LRL Engineering, dated March 2022, Revision 01 dated May 5, 2022.
3. **Grading and Drainage Plan**, C301, prepared by LRL Engineering, dated March 2022, Revision 01 dated May 5, 2022.
4. **Servicing Plan**, C401, prepared by LRL Engineering, dated March 2022, Revision 01 dated May 5, 2022.
5. **Stormwater Management Plan**, C601, prepared by LRL Engineering, dated March 2022, Revision 01 dated May 5, 2022.
6. **Pre-Development Watershed Plan**, C701, prepared by LRL Engineering, dated March 2022, Revision 01 dated May 5, 2022.
7. **Post-Development Watershed Plan**, C702, prepared by LRL Engineering, dated March 2022, Revision 01 dated May 5, 2022.
8. **Construction Detail Plan**, C901, prepared by LRL Engineering, dated March 2022, Revision 01 dated May 5, 2022.
9. **Landscape Plan**, L1, prepared by Gino J. Aiello Landscape Architect, dated July 2021, Revision 3 dated May 5, 2022.
10. **Site Plan**, A000, prepared by Gupta Architecture Inc., dated 2021-10-27, revision 3 dated 2022-05-05.

And as detailed in the following report(s):

11. **1199 Newmarket Holdings Inc. Geotechnical Investigation**, prepared by Ortam Groupe, dated November 2019, Revision dated June 2022.
12. **Stormwater Management Report and Servicing Brief**, prepared by LRL Engineering, File No. 210956, dated May 05, 2022.
13. **Transportation Impact Analysis – 1199 Newmarket Holdings Ltd.**, prepared by RTAM Groupe, dated August 2021, revised May 2022.
14. **1199 Newmarket Holdings Inc. Environmental Site Remediation**, prepared by Ortam Groupe, dated March 2021.
15. **Tree Conservation Report**, prepared by IFS Associates, dated July 22, 2021.
16. **1199 Newmarket Holdings Inc. Environmental Site Assessment – Phase II**, prepared by Ortam Groupe, dated February 2020.

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

General Conditions

1. **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, Real Estate and Economic Development.

2. **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, Real Estate and Economic Development.

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

9. **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

1. Transportation Impact Assessment

The Owner has undertaken a Transportation Impact Assessment for this site, referenced in Schedule "E" herein, to determine the infrastructure and programs needed to mitigate the impact of the proposed development on the local transportation network and to establish the site design features needed to support system-wide transportation objectives. The Owner shall ensure that the recommendations of the Transportation Impact Assessment, are fully implemented, to the satisfaction of the General Manager, Planning, Real Estate and Economic Development.

2. 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, Real Estate and Economic Development.

3. Private Access to New Market Street

The Owner, or any subsequent owner of the whole or any part of the subject lands, acknowledges and agrees that all agreements of purchase and sale or lease agreements shall contain the following clauses, which shall be covenants running with the subject lands:

"The Purchaser/Lessee for himself, his heirs, executors, administrators, successors and assigns acknowledges being advised that the westerly private access onto Newmarket Street does not meet the requirements of the Private Approach By-Law No. 2003-447, Section 25 1(c).

"The Purchaser/Lessee further acknowledges being advised that the City of Ottawa will not take responsibility for any collisions as a result of the width of the access."

"The Purchaser/Lessee covenants with the Vendor/Lessor that the above clauses, verbatim, shall be included in all subsequent agreements of purchase and sale, and lease agreements for the lands described herein, which covenant shall run with the said lands."

4. Transit Pads

The Owner shall locate, design and construct, at no cost to the City, paved transit passenger standing areas/shelter pads to the specifications of the City.

5. 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, Real Estate 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, Real Estate and Economic Development.

6. Spill Contingency and Pollution Prevention Plan

The Owner shall, by the time that the site plan is registered, 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:

- a. the name, job title and location (address) of the Owner, person in charge, management or person(s) in control of the buildings;
- b. the name, job title and 24-hour telephone number of the person(s) responsible for activating the spill contingency and pollution prevention plan;
- c. 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);
- d. steps to be taken to report, contain, clean up and dispose of contaminants following a spill;
- e. 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;

- f. Materials Safety Data Sheets (MSDS) for each hazardous material which may be transported or stored in the said building;
- g. the means (internal corporate procedures) by which the spill contingency and pollution prevention plan is activated;
- h. 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;
- i. 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
- j. 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.

7. Stormwater Management Memorandum

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

8. 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 Stormwater Management and Servicing Brief, 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.

9. Professional Engineering Inspection

The Owner shall have competent Professional Engineering inspection personnel performing periodic site visits 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 performing adequate inspections 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.

10. 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, Real Estate 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.

11. 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.

12. 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, Real Estate 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.

13. Snow Storage Setback

In addition to the provisions set out in Section 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.

14. Snow Storage – no interference with servicing

In addition to the requirements of Clause 17 of Schedule "C" of this Agreement, the Owner further acknowledges and agrees that any portion of the subject lands which is intended to be used for snow storage shall not interfere with the servicing of the subject lands.

15. Waste Collection

The Owner acknowledges and agrees that garbage, recycling, and organic waste collection will not be provided by the City and it shall make appropriate arrangements with a private contractor for garbage, recycling, and organic waste collection at the Owner's sole expense. The Owner shall consult a private contractor regarding any access requirements for garbage and/or recycling and organic waste collection.

16. 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, Real Estate 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.

17. 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 Tree Protection By-law, being By-Law No. 2020-340, 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.

18. 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.

19. Rail Corridor – Safety Fence

The Owner shall install and maintain a chain link fence of minimum 1.83 meter height along the mutual property line.

20. Rail Corridor – Stormwater

The storm water management facility must be designed to direct all runoff waters away from CN right of way. Any proposed alterations to the existing drainage pattern affecting railway property must receive prior concurrence from the Railway and be substantiated by a drainage report to the satisfaction of the Railway.

November 7, 2022



Date

Lily Xu
Manager, Development Review South
Planning, Real Estate and Economic Development
Department

Enclosure: Site Plan Control Application approval – Supporting Information



SITE PLAN CONTROL APPROVAL APPLICATION SUPPORTING INFORMATION

File Number: D07-12-21-0114

SITE LOCATION

The site is located at 1195 Newmarket Street, and as shown on Document 1.

SYNOPSIS OF APPLICATION

- The subject site is a 25,931.3 square-metre property fronting onto Newmarket Street, directly adjacent to its intersection with Bantree Street. The site is currently vacant and cleared, with the previous buildings on site having been demolished.
- The site is generally rectangular and has 130.24 metres of frontage on Newmarket Street. The site is situated within Ottawa's Industrial Business Park and is surrounded by a variety of low-rise buildings of 1- or 2-storeys that are predominately used for light industrial uses to its north, east, south, and west. The 417 on-ramp is just under 600 metres away to the site's east and is accessed by Innes Road.
- The site backs onto the CN-operated Alexandria Rail Corridor and has a small watercourse running along the western property line.
- The proposal is for a one-storey light industrial warehouse building having a GFA of 10,439 square metres that is planned to accommodate multiple tenants.
- The proposal will maintain the site's two existing accesses, with the access towards the west of the site being reserved for trucks only. Parking spaces for 82 vehicles will be accommodated in a surface lot to the east of the proposed building, and 16 loading bays are proposed to be located on the west side of the building.
- A bicycle rack with 11 stalls is proposed. The exterior cladding of the new building will be a combination of masonry and metal siding for the façade along Newmarket street and the eastern façade where the tenant entrances will be located. A pedestrian walkway will provide access from the east of the building to the existing sidewalk on Newmarket Street, and there is an existing bus stop along the street frontage which is to remain. New landscape elements are also proposed along the Newmarket Street frontage.

DECISION AND RATIONALE

This application is approved for the following reasons:

- The proposal is in conformity with the Urban Employment Area designation policies of the Official Plan, which are intended to accommodate clusters of business and economic activity.

- The site and the proposed performance standards are in conformity with the Zoning By-Law. The site is zoned as Light Industrial, which permits the proposed use.
- The proposed site design represents good planning.

PARKLAND DEDICATION

Parkland dedication, in accordance with By-law 2009-95, is being satisfied within this approval through the taking of cash-in-lieu of parkland as detailed in the above conditions.

CONSULTATION DETAILS

Councillor's Comments

Councillor Jean Cloutier was aware of the application related to this report. Councillor has concurred with the proposed conditions of approval.

Public Comments

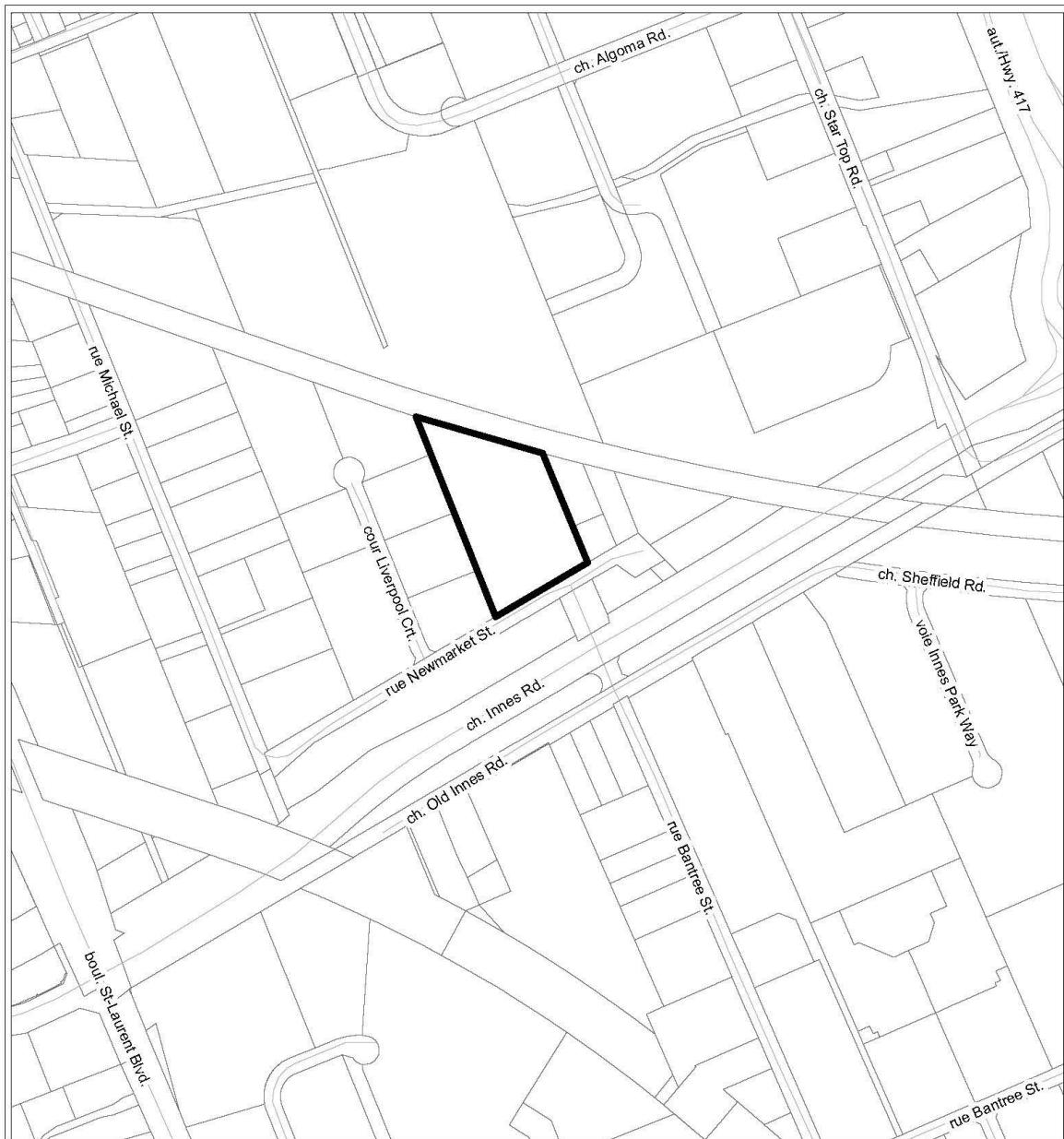
This application was subject to public circulation under the Public Notification and Consultation Policy. There were no public comments received online.




APPLICATION PROCESS TIMELINE STATUS

This Site Plan application was not processed by the On Time Decision Date due to workload constraints.

Contact: Sarah Ezzio, Tel: 613-580-2424, ext. 23493 or e-mail: Sarah.Ezzio@ottawa.ca

Document 1 – Location Map



		LOCATION MAP / PLAN DE LOCALISATION SITE PLAN / PLAN D'EMPLACEMENT	
D07-12-21-0114	21-1116-J		
I:\CO\2021\Site\Newmarket_1195			
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		 1195 rue Newmarket Street	 NOT TO SCALE