



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

Site Location: 1037 Carp Road

File No.: D07-12-21-0162

Date of Application: October 15, 2021

This SITE PLAN CONTROL application submitted by Jessica D'Aoust, JD Planning , on behalf of Bekim Holdings Inc., is APPROVED as shown on the following plan(s):

1. **Electrical Site Lighting Plan**, SP-E1, prepared by JPR Engineering, revision 1 dated July 11 2023.
2. **Landscape Plan**, Sheet No. L1, prepared by GJA Inc., dated December 2020, revision 7 dated 2024 04 05.
3. **Site Grading, Drainage and Sediment & Erosion Control**, Drawing No. C101, prepared by McIntosh Perry, revision 9 dated Mar. 26, 2024.
4. **Detail Sheet**, Drawing No. C100, prepared by McIntosh Perry, revision 4 dated Mar. 26, 2024.
5. **Site Plan**, Sheet No. A.1, prepared by Jim Bell Architectural Design Inc., dated July 2021, revision 7 dated 28.11.23.
6. **Preliminary Elevations**, Sheet No. A-X, prepared by Jim Bell Architectural Design Inc., revision 1 dated 19.08.21.

And as detailed in the following report(s):

1. **Geotechnical Report Office Complex at 1037 Carp Road**, Project No. CP-19-125, prepared by McIntosh Perry, dated March 2023.
2. **Noise Feasibility Study 1037 Carp Road, Ottawa, Ontario**, Project 20-027, prepared by BT Engineering Inc., dated December 2022.
3. **Phase One Environmental Site Assessment 1037 Carp Road, Stittsville, ON**, Project No. OCP-19-0125, prepared by McIntosh Perry Consulting Engineers Ltd., dated October 14, 2020.

4. **Septic Impact Assessment (Rev. 1) Office Building - 1037 Carp Road**, Project No. CP-19-0125, prepared by McIntosh Perry, dated October 4, 2021, revised November 28, 2022.
5. **Servicing & Stormwater Management Report Office Buildings - 1037 Carp Road**, Project No. CP-19-0125, prepared by McIntosh Perry Consulting Engineers Ltd., dated August 8, 2023.
6. **Site Lighting Letter**, prepared by JPR Engineering, dated 2023-07-11.
7. **Tree Conservation Report for 1037 Carp Road, Ottawa**, prepared by IFS Associates , dated November 14, 2022.

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

2. 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.

Special Conditions

3. 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, 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, 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, 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.

4. 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, Development and Building Services.

5. 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.

6. 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.

7. 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.

8. Completion of Works

The Owner acknowledges and agrees that no new building will be occupied on the lands until all requirements with respect to completion of the Works as identified in this Agreement have been carried out and received Approval by the General Manager, Planning, 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.

9. Development Charges

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

Access

10. 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.

11. 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.

Noise

12. Noise Control Attenuation Measures

The Owner covenants and agrees that it shall retain the services of a professional engineer licensed in the Province of Ontario to ensure that the recommendations of the **Noise Feasibility Study 1037 Carp Road**, referenced in Schedule "E" herein (the "Report"), 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 professional engineer that the Owner has complied with all recommendations and provisions of the Report, prior to building occupancy, which confirmation shall be to the satisfaction of the General Manager, Planning, Development and Building Services.

ENGINEERING

Geotechnical Engineering and Soils

13. Geotechnical Investigation

The Owner acknowledges and agrees that it shall retain the services of a geotechnical engineer, licensed in the Province of Ontario, to ensure that the recommendations of the **Geotechnical Report Office Complex at 1037 Carp Road** (the "Report"), 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.

14. Geotechnical – Encroachments

The Owner acknowledges and agree that the **Geotechnical Report Office Complex at 1037 Carp Road** (the “Report”), referenced in Schedule “E” herein, has recommended a method of shoring that may encroach onto the adjacent property or onto the City’s Carp Road right-of way. The Owner acknowledges and agrees that it shall be required to obtain the approval of the adjacent property owner and/or receive municipal consent for any Works within the said Road, prior to the installation of any encroachments. The Owner acknowledges and agrees that for encroachments within the said Road, the Owner shall ensure that there will be no conflicts between the proposed shoring method and the municipal services or utilities in the said Road.

Civil Engineering

15. Re-Grading and Maintenance of Ditch

The Owner acknowledges and agrees it shall be responsible for various grading and maintenance measures along Carp Road, which include the following:

- (a) Re-grade the shoulders of the ditch within the road allowance of Carp Road abutting the subject lands, to the satisfaction of the General Manager, Planning, Development and Building Services;
- (b) Obtain utility clearances prior to the re-grading of any ditch;
- (c) Obtain approval from the City’s Roads Services Branch of the Public Works Department if the grade of any ditch bottom is to change; and
- (d) Maintain a grass cover within the road allowance of Carp Road abutting the subject lands, to the satisfaction of the General Manager, Planning, Development and Building Services.

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, 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.

17. **Water Demand for Fire Fighting**

The Owner acknowledges and agrees that the City's boundary conditions were provided for the subject development site setting out the available municipal water supply. The Owner further acknowledges and agrees that prior to building permit issuance, a letter shall be prepared by a qualified Building Code professional, licensed in the Province of Ontario, and provided to the General Manager, Planning, Development and Building Services confirming the plans submitted for building permit issuance have incorporated any and all requirements of the Fire Underwriters Survey, 2020, or as amended, to achieve the low construction coefficient used within the proposed building design.

Private Systems

18. **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. **Infiltration Area Management**

The Owner acknowledges and agrees that they shall be responsible for the proper installation, and ongoing maintenance and functionality of the depressed storage and infiltration area, and that specific measures should be taken to ensure its proper construction, and ongoing functionality as recommended in the approved Servicing and **Servicing & Stormwater Management Report Office Buildings – 1037 Carp Road**, and as shown in the approved **Site Grading, Drainage and Sediment & Erosion Control Plan**, both referenced in Schedule "E" herein. The Owner acknowledges and agrees it shall assume all maintenance responsibilities in perpetuity and shall keep all records of inspection and maintenance in perpetuity, and shall provide said records to the City upon its request. The Owner further acknowledges and agrees that they shall retain the services of a Professional Engineer, licensed in the Province of Ontario, to be onsite during construction of the depressed storage and infiltration area, to ensure that all measures have been implemented in conformity with the approved **Servicing & Stormwater Management Report Office Buildings – 1037 Carp Road** and the approved **Site Grading, Drainage and Sediment & Erosion Control Plan**, both referenced in Schedule "E" herein.

20. **Watermain Frontage Fees**

The Owner acknowledges and agrees that watermain frontage fees apply to this site and that they shall be required to pay the amount indicated in Schedule C of

the Financial Schedule of the Site Plan Agreement, to the satisfaction of the General Manager, Planning, Real Estate and Economic Development.

Site Lighting

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); and
 - (ii) 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.

Utilities

22. Hydro Ottawa

The Applicant may be responsible for a Capital Contribution payment(s) towards a distribution system expansion if the proposed development requires electrical servicing greater than can be provided by the existing distribution system in the vicinity, either in capacity or in extension limit. This amount shall be in accordance with Hydro Ottawa's Contributed Capital Policy and Conditions of Service.

23. Bell Canada

The Owner acknowledges and agrees to convey any easement(s) as deemed necessary by Bell Canada to service this new development. The Owner further agrees and acknowledges to convey such easements at no cost to Bell Canada. The Owner agrees that should any conflict arise with existing Bell Canada facilities where a current and valid easement exists within the subject area, the Owner shall be responsible for the relocation of any such facilities or easements at their own cost."

PLANNING AND OTHER

Planning and Design

24. 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.

Parks

25. Parkland Dedication

- (a) The Owner acknowledges and agrees that the conveyance requirement to the City is 54.1 square metres.
- (b) The Owner covenants and agrees that the conveyance requirement has been calculated at the rate set out below in accordance with the Parkland Dedication By-law, being By-law No. 2022-280, as amended:
 - (i) For conveyance of parkland, cash-in-lieu of conveyance parkland, or combination thereof:
 - i. 2% of the gross land area (commercial & industrial uses).

26. Cash-In-Lieu of Conveyance of Parkland

Prior to registration of the Site Plan Agreement, the Owner acknowledges and agrees to pay cash-in-lieu of conveyance of parkland as referenced in Schedule "B" herein. Pursuant to the City's Parkland Dedication By-law, being By-law No. 2022-280, as amended, 40% of said funds collected shall be directed to City wide funds, and 60% shall be directed to Ward 6 funds. The Owner shall also pay the parkland appraisal fee of \$820.00 plus H.S.T. of \$106.60, as referenced in Schedule "B" herein.

Bird-Safe Design

27. Bird-Safe Design

The Owner acknowledges and agrees that the project will be constructed using bird-safe glass and/or other integrated measures as specified in Guideline 2 of the City's Bird-Safe Design Guidelines to reduce the risks to birds associated with transparent and/or reflective surfaces. This includes the application of measures meeting the City's specifications to a minimum of 90% of the glass within the first

16 metres of height or to the height of the adjacent mature tree canopy, whichever is greater, and to a minimum height of 4 m from the surface of any green roof, rooftop garden or terrace. This further includes the use of bird safe glass to reduce the risks associated with design traps such as glass corners, fly-through conditions, glass railings or parapets as described in Guideline 3.

Conveyances to the City

28. Road Widening

Prior to registration of this Agreement, the Owner acknowledges and agrees to convey to the City, at no cost to the City, an unencumbered road widening across the complete Carp Road frontage of the lands, measuring an irregular width from the property line in between 0.99 and 1.46 metres. The exact widening must be determined by legal survey. The Owner shall provide a reference plan for registration, indicating the widening, to the City Surveyor for review and approval prior to its deposit in the Land Registry Office. Such reference plan must be tied to the Horizontal Control Network in accordance with the municipal requirements and guidelines for referencing legal surveys. The Owner acknowledges and agrees to provide an electronic copy of the Transfer and a copy of the deposited reference plan to the City Solicitor prior to the execution of this Agreement by the City. All costs shall be borne by the Owner.

April 26, 2024

Date



Kersten Nitsche, MCIP RPP
Manager (A), Development Review, West
Planning, Real Estate and Economic
Development Department

Enclosure: Site Plan Control Application approval – Supporting Information

SITE PLAN CONTROL APPROVAL APPLICATION SUPPORTING INFORMATION

File Number: D07-12-21-0162

SITE LOCATION

1037 Carp Road, and as shown on Document 1.

SYNOPSIS OF APPLICATION

- The site is currently vacant. There are a number of trees on the site, but only one will be preserved.
- The site is located on Carp Road, which is an arterial road. There are detached dwellings to the south and east of the site, and a dwelling with a business to the north. Future road widening of Carp Road will require conveyance of an irregular strip along the front property line.
- The proposed building is a two-storey office building oriented from east to west. The building has a 514 square metre floorplate. There will be 24 parking spaces and six bicycle parking spaces. One access from Carp Road is proposed. The garbage enclosure will be located on the east side of the building.
- The building will be clad in brick and aluminum cladding.
- A septic system is proposed to service the building with a septic bed near the southwest corner of the property. A depressed infiltration and storage area for stormwater is proposed on the east side of the property.

Related Applications

N/A

DECISION AND RATIONALE

This application is approved for the following reasons:

- The proposed development conforms with the applicable GM14 H(11) Zoning.
- The conditions of approval ensure the stormwater and septic systems will be adequately addressed.
- The proposed site design represents good planning.

PARKLAND DEDICATION

Parkland dedication, in accordance with By-law 2022-280, 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 Glen Gower was aware of the application related to this report.

Technical Agency/Public Body Comments

Summary of Comments –Technical

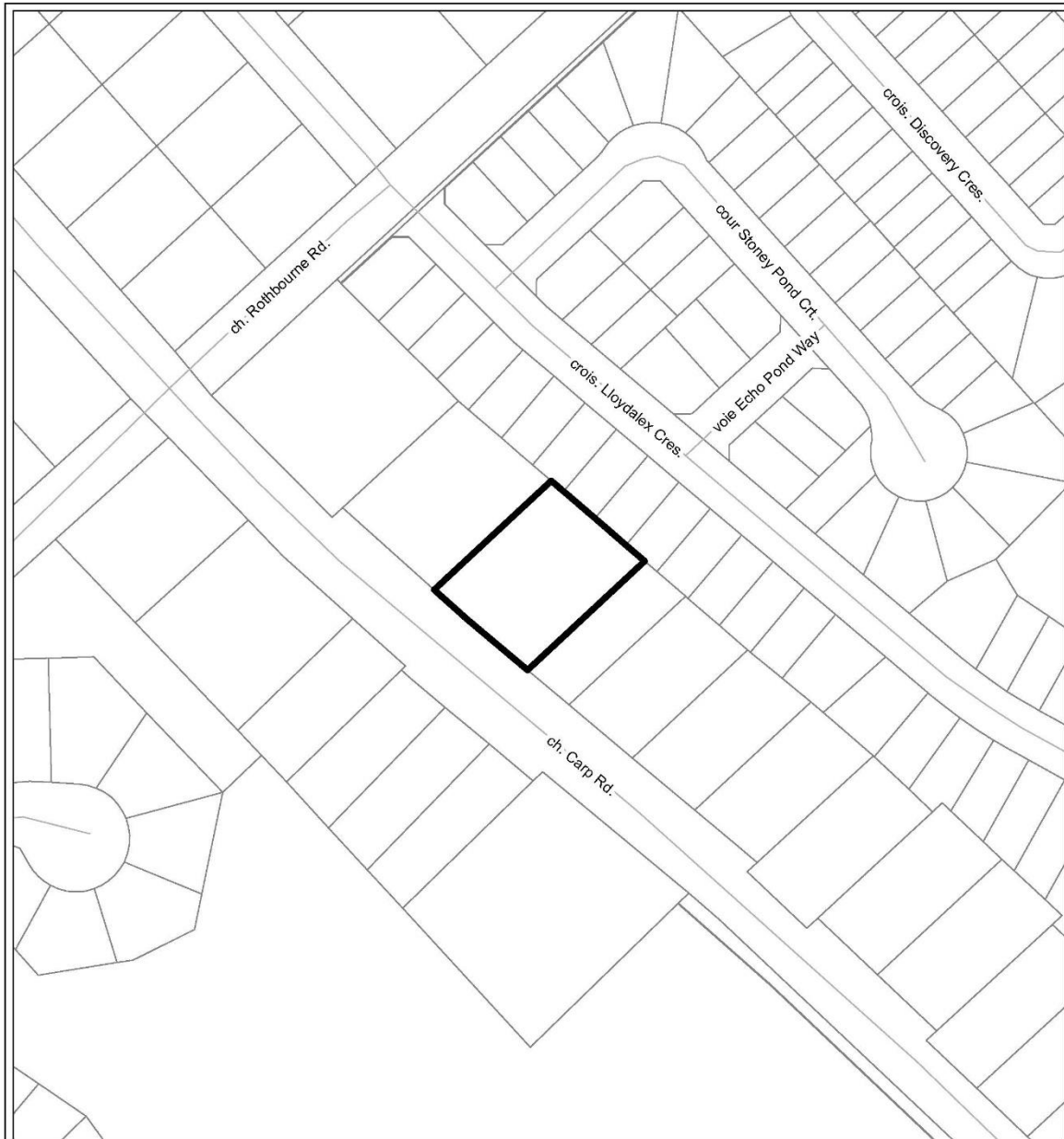
N/A




APPLICATION PROCESS TIMELINE STATUS

This Site Plan application was not processed by the On Time Decision Date due to the complexity of resolving issues related to stormwater and septic for this site.

Contact: Alex Gatien Tel: 613-580-2424, ext. 26838 or e-mail: alex.gatien@ottawa.ca

Document 1 – Location Map



		LOCATION MAP / PLAN DE LOCALISATION SITE PLAN / PLAN D'EMPLACEMENT	
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REVISION / RÉVISION - 2024 / 04 / 23			 <small>NOT TO SCALE</small>