



**SITE PLAN CONTROL APPROVAL APPLICATION
DELEGATED AUTHORITY REPORT
MANAGER, DEVELOPMENT REVIEW, URBAN SERVICES**

Site Location: 49 Iona Street

File No.: D07-12-18-0194

Date of Application: December 18, 2018

This SITE PLAN CONTROL application submitted by Jerzy Jurewicz, on behalf of Ottawa-Carleton District School Board, is APPROVED as shown on the following plan(s):

1. **Site Plan**, drawing number A001, prepared by Edward J. Cuhaci & Associates Architects Inc., Project Number 1853, dated December 2018, Revision # 2, dated June 17, 2019.
2. **Site Details**, drawing number A003, prepared by Edward J. Cuhaci & Associates Architects Inc., Project Number 1853, dated April 26, 2019.
3. **Site Details**, drawing number A004, prepared by Edward J. Cuhaci & Associates Architects Inc., Project Number 1853, dated April 26, 2019.
4. **Site Details**, drawing number A005, prepared by Edward J. Cuhaci & Associates Architects Inc., Project Number 1853, dated April 26, 2019.
5. **Site Details**, drawing number A006, prepared by Edward J. Cuhaci & Associates Architects Inc., Project Number 1853, dated April 26, 2019.
6. **Roof Plan**, drawing number A104, prepared by Edward J. Cuhaci & Associates Architects Inc., Project Number 1853, dated April 26, 2019.
7. **Tree Conservation Report and Landscape Plan**, drawing number L.1, prepared by James B. Lennox & Associates Inc., Project Number 18-EJC-1875, dated December 2018, Revision # 8, dated April 9, 2019.
8. **Site Servicing Plan**, drawing number C1, prepared by Jp2g Consultants Inc., dated October 30, 2018, revision #11, dated August 15, 2019.

9. **Site Grading and Drainage, Erosion & Sediment Control Plan**, drawing number C2, prepared by Jp2g Consultants Inc., dated October 30, 2018, revision #11, dated August 15, 2019.
10. **Details**, drawing number C3, prepared by Jp2g Consultants Inc., dated October 30, 2018, revision #11, dated August 15, 2019.

And as detailed in the following report(s):

1. **Site Servicing and Stormwater Management Brief**, prepared by Jp2g Consultants Inc, Ref# 18-1065A, dated August 19, 2019.
2. **Geotechnical Investigation**, prepared by EXP, Project # OTT-00245378-F0, dated August 6, 2019.
3. **Phase I ESA**, prepared by cm3 Environmental Inc., Ref# MM1027, dated March 12, 2019
4. **Supplemental Phase II ESA**, prepared by cm3 Environmental Inc., Ref# MM1027, dated August 15, 2019.
5. **Radon Mitigation Measures**, prepared by cm3 Environmental Inc., Ref# MM1027, dated April 24, 2019.
6. **Air Sampling Summary Report**, prepared by Greenough Environmental Consulting, Ref# 30335, dated May 28, 2018.
7. **Excavation Dewatering – Proposed Excavations**, prepared by cm3 Environmental Inc., Ref# MM1027, dated April 22, 2019.
8. **Underground Heating Oil Storage Tank (UST) Decommissioning**, prepared by cm3 Environmental Inc., Ref# MM1027, dated April 22, 2019.
9. **Contaminated Soils and Groundwater Mitigation**, prepared by cm3 Environmental Inc., Ref# MM1027, dated April 22, 2019.
10. **Supplemental Site Investigation – Soil Disposal**, prepared by cm3 Environmental Inc., Ref# MM1027, dated May 16, 2019.
11. **Sump Pit (Drain) Investigation**, prepared by cm3 Environmental Inc., Ref# MM1027, dated April 5, 2019.
12. **Geophysical Summary Interpretation Report – 49 Iona Street**, prepared by multiVIEW Locates Inc., Ref# 43208, dated March 27, 2019.
13. **Traffic and Environmental Noise Study**, prepared by State of the Art Acoustik Inc., dated April 18, 2019.

14. **Traffic and Environmental Noise Study Addendum**, prepared by State of the Art Acoustik Inc., dated April 24, 2019.
15. **Environmental Monitoring and Contaminant Management Plan**, prepared by cm3 Environmental Inc., Ref# MM1027, dated August 31, 2011.
16. **Environmental Monitoring and Contaminant Management Plan-2018**, prepared by cm3 Environmental Inc., Ref# MM1027, dated October 19, 2018.

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

Standard Conditions

1. **Agreement**

The Owner shall enter into a standard site development agreement consisting of the following conditions. In the event the Owner fails to enter into such agreement within one year, this 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 Department.

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 approved drawings of a design professional, such drawings to be approved by the General Manager, Planning, Infrastructure and Economic Development Department.

4. **Construct Sidewalks**

The Owner shall design and construct sidewalk(s) within public rights-of-way or on other City owned lands to provide a pedestrian connection from or to the site as may be determined by the General Manager, Planning, Infrastructure and Economic Development Department. Such sidewalk(s) shall be constructed to City Standards.

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, Infrastructure and Economic Development Department, 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, Infrastructure and Economic Development Department.

8. **Completion of Works**

The Owner acknowledges and agrees that no building (or no new building *if existing building on site*) shall be occupied on the lands, nor will the Owner convey title to any building 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 Department, 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, conveyance and/or occupancy of a lot or structure may otherwise be permitted, if in the sole opinion of the General Manager, Planning, Infrastructure and Economic Development Department, the aforesaid Works are proceeding satisfactorily toward completion. The Owner shall obtain the prior consent of the General Manager, Planning, Infrastructure and Economic Development Department for such conveyance and/or occupancy in writing.

9. **Snow Storage**

Any portion of the lands which is intended to be used for snow storage shall be shown on the approved Site Plan or as otherwise approved by the General Manager, Planning, Infrastructure and Economic Development Department. The grading and drainage patterns and/or servicing of the site shall not be compromised by the storage of snow. Snow storage areas shall be setback from property lines, foundations, fencing or landscaping a minimum of 1.5 metres.

Snow storage areas shall not occupy driveways, aisles, required parking spaces or any portion of a road allowance.

Special Conditions

1. Bus Lay-by

The Owner acknowledges and agrees that, in addition to signage, the bus lay-bay area along Iona Street is to be identified by visible painting and marking on the asphalted portion of the road allowance.

2. Permanent Encroachment Agreement

The Owner acknowledges and agrees to enter into a permanent Encroachment Agreement to permit the encroachment of the retaining wall to be constructed within the City's Iona Street right-of-way. The Owner shall, at its expense, provide a reference plan for registration, indicating the approved encroachments, and the Owner shall submit the draft reference plan to the City's Surveyor for review and approval prior to its deposit in the Land Registry Office. The Owner further acknowledges and agrees that the cost of preparation and registration of the Encroachment Agreement will be borne by the Owner.

3. 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, Infrastructure and Economic Development Department 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 Department.

4. 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, Infrastructure and Economic Development Department, 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.

5. **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) Do not place any material or equipment within the CRZ of the tree;
- (c) Do not attach any signs, notices or posters to any tree;
- (d) Do not raise or lower the existing grade within the CRZ without the approval of the General Manager, Planning, Infrastructure and Economic Development Department;
- (e) Tunnel or bore when digging within the CRZ of a tree;
- (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.

6. **Tree Permit**

Owner acknowledges and agrees that any trees to be removed shall be removed in accordance with the approved Tree Permit and/or the Tree Conservation Report referenced in Schedule "E" hereto, and in accordance with the City's Urban Tree Conservation By-law, being By-Law No. 2009-200, as amended. The Owner further agrees that a copy of the approved Tree Permit and/or Tree Conservation Report shall be posted on the construction site at all times until Approval is granted by the City for such Works (or during tree removal, grading, construction, and any other site alteration activities).

7. **Snow Storage (Special Condition)**

In addition to the requirements of Clause 17 of Schedule “C” of this Agreement, the Owner 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.

8. **Maintenance and Liability Agreement**

The Owner acknowledges and agrees it shall be required to enter into a Maintenance and Liability Agreement for all plant and landscaping material (except municipal trees), decorative paving and street furnishings placed in the City’s right-of-way along Iona Street in accordance with City Specifications, and the Maintenance and Liability Agreement shall be registered on title, at the Owner’s expense, immediately after the registration of this Agreement. The Owner shall assume all maintenance and replacement responsibilities in perpetuity.

9. **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 Site Servicing Plan and Site Servicing and Stormwater Management 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.

10. **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 As-Built drawing(s) 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 Department.

11. Stormwater Management Memorandum

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

12. 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 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, Infrastructure and Economic Development 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, Infrastructure and Economic Development Department, 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 Department.

13. 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 Site Servicing Plan and Site Servicing and Stormwater Management Brief, referenced in Schedule "E" herein. The Owner further acknowledges and agrees to provide the General Manager, Planning, Infrastructure and Economic Development Department 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.

14. 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.

15. Off-Site Contamination Management Agreement

The Owner acknowledges and agrees that where contamination emanating from the site and impacting the City's rights-of-way is discovered during the course of the Works, the Owner shall notify the Manager, Realty Services immediately in writing and agrees to enter into an Off-Site Management Agreement with the City to address the contamination in the rights-of-way. The Owner shall be responsible for all associated costs with the Off-Site Management Agreement, which agreement shall be to the satisfaction of the General Manager, Planning, Infrastructure and Economic Development Department.

16. Notice on Title – Noise Control Attenuation Measures

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:

Type A – Increasing Roadway Traffic

"The Purchaser/Lessee for himself, his heirs, executors, administrators, successors and assigns acknowledges being advised that noise levels due to increasing roadway/rail/air traffic may be of concern, occasionally interfering with some activities of the dwelling occupants as the outdoor sound level exceeds the City of Ottawa's and the Ministry of the Environment and Climate Change's noise criteria."

17. Sump Pump Removal and Rehabilitation

The Owner acknowledges and agrees to provide the General Manager, Planning, Infrastructure and Economic Development Department, with a memorandum prepared by a Professional Engineer, licensed in the Province of Ontario, confirming that the recommendations described in the Sump Pit (Drain) Investigation Report, referenced in Schedule "E" herein, have been implemented. The Owner further acknowledges and agrees that said memorandum shall be to the satisfaction of the General Manager, Planning, Infrastructure and Economic Development Department, and all associated costs shall be the Owner's responsibility.

18. Monitoring Well Removal

The Owner acknowledges and agrees to safely remove the monitoring wells located on the subject lands in accordance with R.R.O. 1990, Regulation 903: Wells under the Ontario Water Resources Act, R.S.O. 1990, c.40, as amended.

19. Soil Management

The Owner acknowledges and agrees to dispose, treat, or recycle excess soils, fill and/or construction debris at a waste disposal site or landfill licensed for that purpose by the Ministry of the Environment and Climate Change in accordance with the recommendations described in Supplemental Site Investigation – Soil Disposal, Supplemental Phase II ESA, and Contaminated Soils Mitigation Additional Information Reports, referenced in Schedule “E” herein.

20. Groundwater Management

The Owner acknowledges and agrees to implement the groundwater management recommendations described in the Supplemental Phase II ESA, and Contaminated Soil and Groundwater Mitigation Reports, referenced in Schedule “E” herein. All contaminated groundwater must be removed, managed, or treated in accordance with appropriate Ontario regulations and/or discharged in accordance with the City’s Sewer Use By-Law, being By-law No. 2003-514, as amended.

21. Radon Mitigation

The Owner acknowledges and agrees to implement the recommended radon mitigation measures described in the Radon Mitigation Measures Report, referenced in Schedule “E” herein. All associated costs shall be the Owner’s responsibility.

22. Underground Storage Tank (UST) Removal

The Owner acknowledges and agrees to provide the General Manager, Planning, Infrastructure and Economic Development Department, with a memorandum prepared by a Professional Engineer, licensed in the Province of Ontario, confirming that the Underground Storage Tank has been removed following the recommendations and procedures described in the Supplemental Phase II ESA and Underground Heating Oil Storage Tank (UST) Decommissioning Reports, referenced in Schedule “E” herein. The Owner further acknowledges and agrees that said memorandum shall be to the satisfaction of the General Manager, Planning, Infrastructure and Economic Development Department, and all associated costs shall be the Owner’s responsibility.

23. Contaminant Management Plan

The Owner acknowledges and agrees to provide the General Manager, Planning, Infrastructure and Economic Development Department, with an updated Contaminant Management Plan, prepared by a Professional Engineer, licensed in the Province of Ontario, following the completion of all remedial measures as described in the Supplemental Phase II ESA, referenced in Schedule “E” herein. The Contaminant Management Plan must assess any residual contamination and provide recommendations for ongoing remediation. The Contaminant Management plan shall be to the satisfaction of the General Manager, Planning, Infrastructure and Economic Development Department, and all associated costs shall be the Owner’s responsibility.

24. Site Remediation Report

The Owner acknowledges and agrees to provide the General Manager, Planning, Infrastructure and Economic Development Department, with a Site Remediation Report, prepared by a Professional Engineer, licensed in the Province of Ontario, following the completion of the remedial excavations described in the Supplemental Phase II ESA, referenced in Schedule “E” herein. No further construction works can take place on site until the remediation report is reviewed and accepted. The remediation report must detail all remedial activities, method of disposal for contaminated soil and groundwater and volume of disposed contaminated soil and groundwater. Any confirmatory sampling is to be in accordance with O.Reg 153/04. The Contaminant Management plan shall be to the satisfaction of the General Manager, Planning, Infrastructure and Economic Development Department, and all associated costs shall be the Owner’s responsibility.

September 13, 2019

Date



Douglas James
Manager, Development Review
Central
Planning, Infrastructure and Economic
Development Department

Enclosure: Site Plan Control Application approval – Supporting Information



SITE PLAN CONTROL APPROVAL APPLICATION SUPPORTING INFORMATION

File Number: D07-12-18-0194

SITE LOCATION

49 Iona Street

SYNOPSIS OF APPLICATION

The subject site is currently used as an elementary school. It is located within the Wellington Village neighborhood, west of Island Park Drive, east of Holland Avenue, and south of Byron Avenue.

The site is rectangular in shape with a lot frontage (Clarendon Avenue) of 61.01 meters, a lot depth of 189.28 meters, and a lot area of 11,547 m².

The proposed development includes a two-storey addition to the west of the school, and an addition to the north next to the existing gymnasium. Both additions will provide Barrier-Free access to the school. The north addition will include a new elevator providing Barrier-Free access to all above ground new and existing building floors.

Site development work will include:

- A new 36 space fenced vehicular parking to be located fully within school property along Java Street. The new parking will replace the existing parking along Iona Street, which presently encroaches within the City right of way and conflicts with the sidewalk.
- New bicycle parking within school property.
- A new main entrance to the school from Iona Street.
- A fully fenced new west playground for the kindergarten children.

DECISION AND RATIONALE

This application is approved for the following reasons:

- The site is designated General Urban Area in the Official Plan, which permits many types and densities of housing, as well as employment, retail uses, service, industrial, cultural, leisure, greenspace, entertainment and institutional uses.
- The proposed development is complying with the provisions of the I1L – Minor Institutional Subzone A.
- Staff is of the opinion that the changes reflect good planning practice as it will contribute to improve the safety of the students and pedestrian while improving the school functions.

URBAN DESIGN REVIEW PANEL

The Site Plan Control application was not subject to the Urban Design Review Panel process.

CONSULTATION DETAILS

Councillor Leiper has concurred with the proposed conditions of approval.

Public Comments

Summary of Comments - Public

- Concerns were raised that the relocation of the parking lot will result in additional traffic on Java Street where most of the parent's drop-off and pick-up presently happens. Concerns were also raised with the proposed number of parking spaces. The residents on Java Street requested to consider relocating the parking lot along Clarendon Avenue.

Response:

Staff has agreed to require from the applicant a focused transportation study to assess the traffic flow and the impact of relocating the parking lot along Java Street. The results of the study did not indicate any issues.

Staff pointed out that the relocation of the parking lot will provide relief on Iona Street where bus drop-off and pick-up, parents drop-off and pick-up, and teacher parking presently happens. Furthermore, indicated that the present parking configuration represents safety issues as it conflicts with vehicular and pedestrian traffic.

- Residents were concerned with the loss of greenspace along Java Street.
Response:

Additional greenspace will be gained where the old parking used to be located.
The proposed additional four(4) parking spaces were not supported by Staff.

Technical Agency/Public Body Comments

No concerns were raised.

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 to workload.

Contact: Steve Gauthier Tel: 613-580-2424, ext.27889, fax 613-580-2576 or e-mail: steve.gauthier@ottawa.ca