



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

Site Location: 1186 Shillington Avenue

File No.: D07-12-19-0142

Date of Application: August 1, 2019

This SITE PLAN CONTROL application submitted by Paul Robinson, on behalf of 10609625 Canada Inc., is APPROVED as shown on the following plan(s):

1. **Site Plan**, SP1, prepared by Lavoie Design & Drafting Inc., dated 09/06/2021, revised 05/04/2022. **Erosion & Sediment Control Plan**, C101, prepared by LRL Associates, dated 06/05/2019, revision #3, dated 18/04/2022.
2. **Grading and Drainage Plan**, C301, prepared by LRL Associates, dated 06/05/2019, revision #3, dated 18/04/2022.
3. **Servicing Plan**, C401, prepared by LRL Associates, dated 06/05/2019, revision #3, dated 18/04/2022.
4. **Construction Detail Plan**, C901, prepared by LRL Associates, dated 06/05/2019, revision #3, dated 18/04/2022.
5. **Front Elevation, Right Elevation**, 1/6, prepared by Lavoie Design & Drafting Inc., dated 20/09/2018, revised 29/11/2021.
6. **Rear Elevation, Left Elevation**, 5/6, prepared by Lavoie Design & Drafting Inc., dated 20/09/2018, revised 29/11/2021.

And as detailed in the following report(s):

7. **Stormwater Management Report and Servicing Brief**, prepared by LRL Associates, dated May 8th, 2019.
8. **Geotechnical Memo**, 1186-Shillington-YME-L1, prepared by Yuri Mendez Engineering, dated November 20, 2018, Revised, dated December 5, 2021.

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

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, Real Estate 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, Real Estate and Economic Development.

4. **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.

5. **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.

6. **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.

7. **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.

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, 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.

9. **Development Charges**

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

Special Conditions

10. **On-Site Parking**

- (a) The Owner acknowledges and agrees that units within the proposed building(s) may not be provided with on-site parking. In the event any future tenant or purchaser wishes to have parking, the Owner acknowledges that alternative and lawful arrangements may need to be made to address parking needs at an alternate location and such arrangements are solely the responsibility of the person seeking parking. The Owner further acknowledges and agrees the availability and regulations governing on-street parking vary; that access to on-street parking, including through residential on-street parking permits issued by the City cannot be guaranteed now or in the future; and that a tenant or purchaser intending to rely on on-street parking for their vehicle or vehicles does so at their own risk.
- (b) The Owner acknowledges and agrees that a notice-on-title respecting on-site parking, as contained in Clause 11 below, shall be registered on title to the subject lands, at the Owner's expense, and a warning clause shall be included in all agreements of purchase and sale and lease agreements.

11. **On-Site Parking - Notice on Title**

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 unit being sold/rented may not be provided with any on-site parking. Should the Purchaser/Lessee have a vehicle for which they wish to have parking, alternative and lawful arrangements may need to be made to address their parking needs at an alternate location and that such arrangements are solely the responsibility of the person seeking parking. The Purchaser/Lessee acknowledges that the availability and regulations governing on-street parking vary; that access to on-site street parking, including through residential on-street parking permits issued by the City of Ottawa cannot be guaranteed now or in the future; and that the Purchaser/Lessee intending to rely on on-street parking for their vehicle or vehicles does so at their own risk.”

“The Purchaser/Lessee covenants with the Vendor/Lessor that the above clause, 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.”

12. **Private Access**

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

ENGINEERING

Geotechnical Engineering and Soils

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 Memo (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.

Civil Engineering

14. **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.

Private Systems

15. **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.

Site Lighting

16. **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.

PLANNING AND OTHER

Planning and Design

17. 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.

Trees

18. Tree Permit

The Owner acknowledges and agrees it shall comply with the provisions set out in the City’s Tree Protection By-law, being By-Law No. 2020-340, as amended.

19. 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.

January 13, 2023



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: D07-12-19-0142

SITE LOCATION

1186 Shillington Avenue, and as shown on Document 1.

SYNOPSIS OF APPLICATION

The proposal is to add an additional storey to an existing low-rise apartment building on 0.07 hectares.

- The site is located on the south side of the Shillington Avenue and Sproule Street intersection.
- Adjacent to the property boundaries of this property to the east, south, and west are existing low-rise apartment buildings, with single and semi-detached dwelling units along the north side of Shillington Avenue. The broader neighbourhood is a mix of low to high-rise residential buildings, as well as single- and semi-detached dwellings.
- On the property is an existing low-rise apartment building with 1 basement level and 2 storeys above. The existing apartment includes 12 residential units. The new floor addition is to include 8-studio apartment units.
- The addition of the top storey will also result in exterior updates to the building with the removal of the brick and glass block detail removed and replaced with a combination of horizontal siding, stone, and glass windows.
- Pedestrians will access the site from an upgraded front yard with wider walkway and new bicycle parking spaces and improved landscaping and a new tree placed in the front yard.
- Rear yard soft landscaping has been increased in area to 99.85 square metres while maintaining parking requirements and providing screening for the refuse collection area.
- A minor variance was approved through the Committee of Adjustment under file number D08-02-22/A-00248 to permit:
 - To permit reduced rear yard soft landscaping of 38.8% of the rear yard area (99.85 square metres), whereas the By-law requires rear yard soft landscaping to be a minimum of 50% of the rear yard area (in this case 128.44 square metres);

- To permit none of the front façade to be recessed an additional 0.6 metres from the front yard line, whereas the By-law requires at least 20% of the area of the front façade be recessed an additional 0.6 metres from the front setback line;
- To permit 0 dwelling units to have at least two-bedrooms, whereas the By-law requires at least 25 % of dwelling units must have at least two bedrooms for a low-rise apartment on a lot of 450 square metres or greater;
- To permit an increased driveway width of 4.32 metres, whereas the By-law permits a driveway providing access to a parking lot of less than 20 parking spaces to be a maximum width of 3.6 metres.

DECISION AND RATIONALE

This application is approved for the following reasons:

- The lands are designated as Neighbourhood within Schedule B2 of the City of Ottawa Official Plan, which encourages the development of a range of housing forms and densities. Permitted heights in Neighbourhoods shall be a low-rise built form and is encouraged to be ground-oriented in nature, but also permits low-rise apartment buildings.
- There are no Community Design Plan or Secondary Plan policies applied to this site.
- The site was subject to approval for a minor variance through the Committee of Adjustment under file number D08-02-22/A-00248 and was approved October 28, 2022.
- The application is in conformity with Zoning By-law designation R4UC.
- The proposed development generally represents good planning by providing appropriate and efficient land use.

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

Public Comments

Summary of public comments and responses

This application was not subject to public circulation under the Public Notification and Consultation Policy. There were public comments received online and staff considered these comments.

Comments received included noted the need for bicycle parking, lack of outdoor amenity space, and insufficient in-unit storage for the unit type.

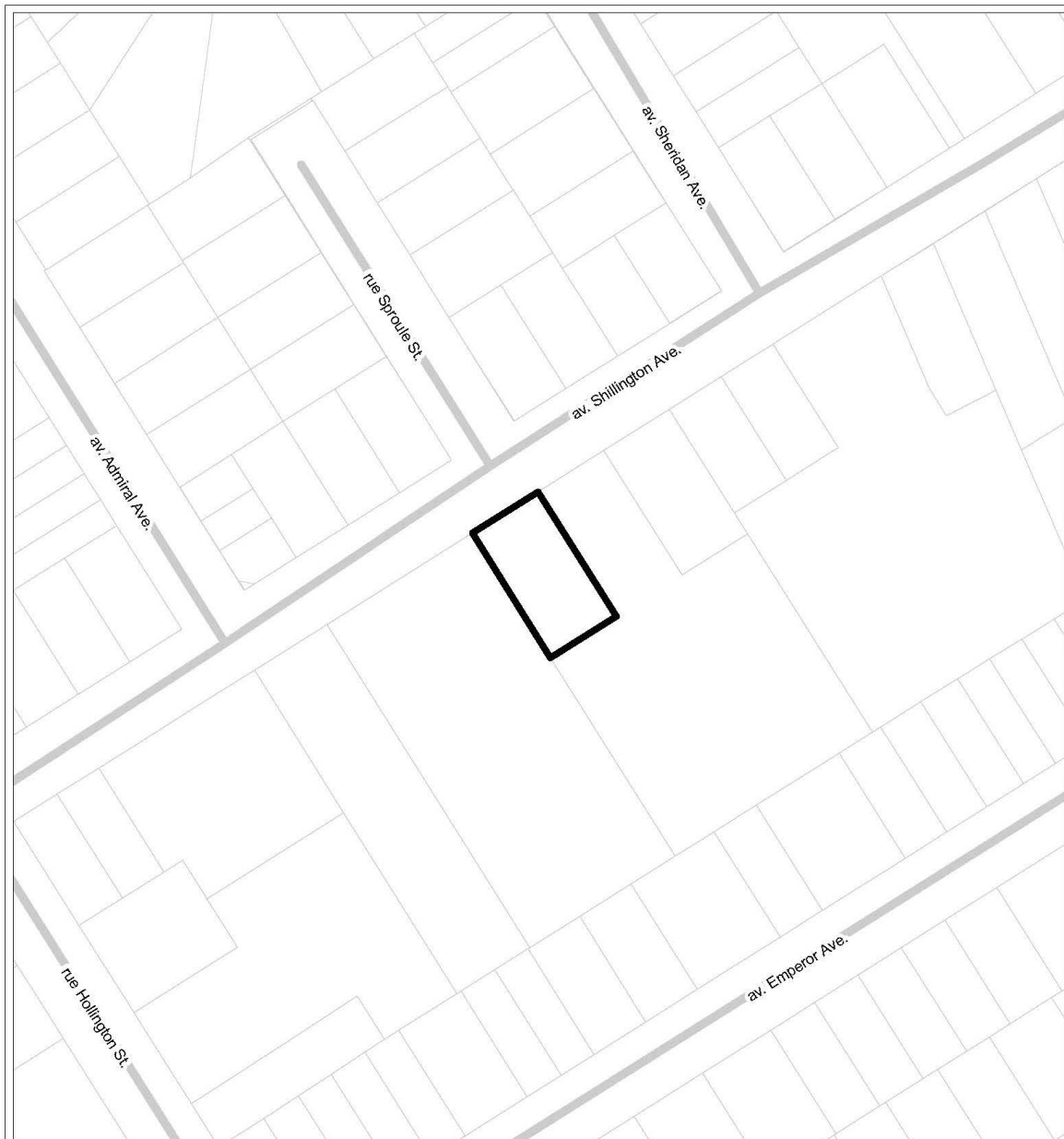
Response: Bicycle parking has been identified on the site plan within the front yard, within proximity to the main entrance of the building. Outdoor amenity area has been improved over the existing site condition with additional landscaping in the rear yard. The unit type was determined by the application based existing unit types within the building and market demand.

APPLICATION PROCESS TIMELINE STATUS

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

Contact: Kelby Lodoen Unseth Tel: 613-809-1984 or e-mail:
Kelby.LodoenUnseth@ottawa.ca

Document 1 – Location Map



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REVISION / RÉVISION - 2019 / 08 / 22

LOCATION MAP / PLAN DE LOCALISATION
SITE PLAN / PLAN D'EMPLACEMENT



1186 av. Shillington Ave.

