

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

Site Location: 439 Churchill Ave North

File No.: D07-12-22-0074

Date of Application: May 4, 2022

This SITE PLAN CONTROL application submitted by FOTENN, on behalf of Grepault Development Ltd., is APPROVED as shown on the following plan(s):

1. **Site Plan**, A000, prepared by Open Plan Architects Inc., Revision 6, dated 02 Dec, 2022.
2. **Building Elevations**, North and East, A201, prepared by Open Plan Architects Inc., Revision 4, dated 02 Dec, 2022
3. **Building Elevations**, West and South, A200, prepared by Open Plan Architects Inc., Revision 4, dated 02 Dec, 2022
4. **Landscape Plan**, L101, prepared by Open Plan Architects Inc., Rev 3, dated 2022/08/24.
5. **Grading, Drainage, Erosion & Sediment Control Plan**, C101, prepared by McIntosh Perry Consulting Engineers Ltd., Revision 4, dated November 4th, 2022
6. **Site Servicing Plan**, C102, prepared by McIntosh Perry Consulting Engineers Ltd., Revision 4, dated November 4th, 2022

And as detailed in the following report(s):

1. **Servicing & Stormwater Management Report**, prepared by McIntosh Perry Consulting Engineers Ltd., Revision 1, dated November 4th, 2022
2. **Geotechnical Report**, prepared by McIntosh Perry Consulting Engineers Ltd., February 2022
3. **Phase I Environmental Site Assessment**, prepared by Paterson Group Inc., dated March 22, 2021
4. **Phase II Environmental Site Assessment**, prepared by Paterson Group Inc., dated December 1, 2021
5. **Roadway Traffic Noise Feasibility Assessment**, prepared by Gradient Wind Engineering Inc., dated March 10, 2022
6. **Parking Turning Movement Analysis**, prepared by Castleglenn Consultants, dated January 26, 2022.

And subject to the following 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. 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, Real Estate and Economic Development. Such sidewalk(s) shall be constructed to City Standards.

8. **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.

9. **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.

10. **Development Charges**

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

11. **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

12. 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 not 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 13 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.

13. **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.”

14. **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.

15. **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.

16. **Noise Study**

Prior to issuance of the Building Permit, the Owner agrees to prepare and implement a revised Roadway Traffic Noise Feasibility Assessment detailing Sound Transmission Calculations and a detailed review of the window and wall assemblies as well as a Stationary Noise Study in compliance with the City of Ottawa Environmental Noise Control Guidelines to the satisfaction of the General Manager, Planning, Real Estate and Economic Development. The Owner shall implement the noise control attenuation measures recommended in the revised noise study.

17. **Noise Control Attenuation Measures**

The Owner acknowledges and agrees to implement the noise control attenuation measures recommended in the approved Roadway Traffic Noise Feasibility Assessment, referenced in Schedule "E" of this Agreement, as follows:

- (a) each unit is to be equipped with central air conditioning to allow occupants to keep windows closed and maintain a comfortable living environment;
- (b) further to subsection (b) above, the location and installation of any outdoor air conditioning device(s) shall comply with the noise criteria of the Ministry of the Environment, Conservation and Parks' Publication NPC-216, dated 1993, and the Environmental Noise Guidelines for Installation of Residential Air Conditioning Devices, dated September 1994, as amended, in order to minimize the noise impacts both on and off the immediate vicinity of the subject lands.
- (c) prior to the issuance of a building permit, a review of building components (windows, walls, doors) is required and must be designed to achieve indoor sound levels within the City's and the Ministry of the Environment, Conservation and Parks' noise criteria;
- (d) notice respecting noise shall be registered against the lands, at no cost to the City, and a warning clause shall be included in all agreements of purchase and sale or lease agreements, as detailed in paragraph 18 below.

18. **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 D – Central Air Conditioning

"The Purchaser/Lessee for himself, his heirs, executors, administrators, successors and assigns acknowledges being advised that this dwelling unit has been supplied with a central air conditioning system which will allow windows and exterior doors to remain closed, thereby ensuring that the indoor sound levels are within the City of Ottawa's and the Ministry of the Environment, Conservation and Parks' noise criteria."

"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."

19. **Certification Letter for Noise Control Measures**

- (a) The Owner acknowledges and agrees that upon completion of the development and prior to occupancy and/or final building inspection, it shall retain a Professional Engineer, licensed in the Province of Ontario with

expertise in the subject of acoustics related to land use planning, to visit the lands, inspect the installed noise control measures and satisfy himself that the installed recommended interior noise control measures comply with the measures in the Roadway Traffic Noise Feasibility Assessment referenced in Schedule "E" hereto, as approved by the City and/or the approval agencies and authorities (The Ministry of the Environment, Conservation and Parks) or noise thresholds identified in the City's Environmental Noise Control Guidelines. The Professional Engineer shall prepare a letter to the General Manager, Planning, Real Estate and Economic Development (the "Certification Letter") stating that he certifies acoustical compliance with all requirements of the applicable conditions in this Agreement, to the satisfaction of the General Manager, Planning, Real Estate and Economic Development.

- (b) The Certification Letter shall be unconditional and shall address all requirements as well as all relevant information relating to the development, including project name, lot numbers, building identification, drawing numbers, noise study report number, dates of relevant documents and in particular reference to the documents used for the building permits and site grading applications. The Certification Letter(s) shall bear the certification stamp of a Professional Engineer, licensed in the Province of Ontario, and shall be signed by said Professional Engineer.

All of the information required in subsections (a) and (b) above shall be submitted to the General Manager, Planning, Real Estate and Economic Development, and shall be to his satisfaction.

20. **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 (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.

21. **Geotechnical - Encroachments**

The geotechnical report has recommended a method of shoring that may encroach onto the adjacent property or onto the City right-of-way. Please note that the applicant is required to obtain the approval of the adjacent property Owner and/or receive municipal consent for any works within the right-of-way prior to the installation of any encroachments. For encroachments within the ROW the applicant shall ensure that there will be no conflicts between the proposed shoring method and the municipal services or utilities in the ROW.

22. **Sanitary Service Lateral CCTV**

Prior to issuance of the Building Permit, the Owner acknowledges and agrees to install the cast-in-place (CIPP) liner for the existing sanitary lateral as per the recommendations made in the Aqua Drain Report dated February 26, 2021. A post CCTV Report and Footage of the repaired lateral shall be provided to the General Manager, Planning, Real Estate and Economic Development for review.

23. **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.

24. **Inlet Control Devices (ICDs)**

The Owner acknowledges and agrees to install and maintain in good working order the required roof-top inlet control devices, as recommended in the approved Servicing & Stormwater Management Report, 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.

25. **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, 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 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, 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.

26. **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.

27. **Use of Explosives and Pre-Blast Survey**

The Owner acknowledges and agrees that all blasting activities will conform to the City's Standard S.P. No. F-1201 entitled Use of Explosives, as amended. Prior to any blasting activities, a pre-blast survey shall be prepared as per S.P. No. F-1201, at the Owner's expense, for all buildings, utilities, structures, water wells and facilities likely to be affected by the blast, in particular, those within seventy-five (75) metres of the location where explosives are to be used. The standard inspection procedure shall include the provision of an explanatory letter to the owner or occupant and owner with a formal request for permission to carry out an inspection.

28. **Pre-Blast Survey**

Prior to any blasting activities, the Owner acknowledges and agrees it shall arrange for a pre-blast survey to be carried out in accordance with Ontario Provincial Standard Specification entitled "General Specification for the Uses of Explosives", Section 120.07.03, by a Professional Engineer licensed in the Province of Ontario, which states as follows:

- (a) A pre-blast survey shall be prepared for all buildings, utilities, structures, water wells, and facilities likely to be affected by the blast and those within 150 m of the location where explosives are to be used. The standard inspection procedure shall include the provision of an explanatory letter to the owner or occupant and owner with a formal request for permission to carry out an inspection.
- (b) The pre-blast survey shall include, as a minimum, the following information:
 - (i) Type of structure, including type of construction and if possible, the date when built.
 - (ii) Identification and description of existing differential settlements, including visible cracks in walls, floors, and ceilings, including a diagram, if applicable, room-by-room. All other apparent structural and cosmetic damage or defect shall also be noted. Defects shall be described, including dimensions, wherever possible.
 - (iii) Digital photographs or digital video or both, as necessary, to record areas of significant concern. Photographs and videos shall be clear and shall accurately represent the condition of the property. Each photograph or video shall be clearly labelled with the location and date taken.
- (c) A copy of the pre-blast survey limited to a single residence or property, including copies of any photographs or videos that may form part of the

report shall be provided to the owner of that residence or property, upon request.

29. **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.

30. **Elevations**

The Owner acknowledges and agrees to construct the proposed building in accordance with the approved Elevations Plans, referenced in Schedule “E” herein. The Owner further acknowledges and agrees that any subsequent proposed changes to the approved Elevations Plans shall be filed with the General Manager, Planning, Real Estate and Economic Development and agreed to by both the Owner and the City prior to the implementation of such changes. No amendment to this Agreement shall be required.

31. **Trees**

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.

32. **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.

33. **Off Site Works**

The Owners of 435 and 439 Churchill Avenue mutually agree to demolish the shared garage between the properties municipally known as 435 and 439 Churchill Avenue North, prior to the issuance of an occupancy permit.

February 6, 2023

Date



Kimberley Baldwin
Planner II, Development Review Central
Planning, Real Estate and Economic
Development Department

Enclosure: Site Plan Control Application approval – Supporting Information

SITE PLAN CONTROL APPROVAL APPLICATION SUPPORTING INFORMATION

File Number: D07-12-22-0074

SITE LOCATION

439 Churchill Ave North, and as shown on Document 1.

SYNOPSIS OF APPLICATION

The subject property is located on the east side of Churchill Avenue between Byron Avenue and Ravenhill Avenue East, in the Westboro neighbourhood. The property has an area of 460 m² and has a frontage of 15.24 metres on Churchill Avenue and a depth of 30.25 metres.

Currently, a two-storey commercial building and half of a two-car detached garage at the rear of the building occupy the property. The other half of the detached garage is owned by the neighbour to the north. The subject property is approximately 600 metres from the Dominion Rapid-Transit Station (future Light-Rail Transit station). North of the subject property is the Linear Tramway Park surrounded by low-rise residential uses and the Richmond Road Traditional Mainstreet further north. Immediately east of the subject property are low-rise residential dwellings. South of the subject property, along Churchill Avenue, are a mix of local commercial uses, with predominantly low-rise residential uses further south. West of the subject site includes a mix of low-rise commercial, institutional and residential uses, and predominantly low-rise residential uses further west.

The purpose of the site plan approval is to to construct a three-storey infill residential addition onto the existing two-storey commercial building. A third-storey addition on top of the existing structure will contain one residential unit, and a three-storey rear addition will contain three residential units. The mixed-use development will contain a total of two commercial units, four residential units, and two parking spaces in the rear.

DECISION AND RATIONALE

This application is approved for the following reasons:

- In the Official Plan (2021), the Site is in the Inner Urban transect area. More specifically, the site is along a Minor Corridor. The proposed 3-storey development is of an appropriate height and use for the Corridor and surrounding area.
- Conditions of approval have been applied to this site to ensure the development meets the applicable Infrastructure and Planning approval requirements.

- The applicant obtained minor variance approval (file No. D08-02-22/A-00254) for a reduced northerly side yard setback, a reduced landscaped area abutting a residential zone, a reduced driveway width, and to permit the permeable surface requirement to only apply to the parking spaces.
- As the proposed development conforms with applicable policies and guidelines, the 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 Jeff Leiper was aware of the application related to this report.

Public Comments

This application was not subject to public circulation under the Public Notification and Consultation Policy. There was no public comment received online.

Technical Agency/Public Body Comments

All technical agency correspondence was forwarded to the applicant, and the applicant was advised to contact technical agencies directly for additional information and requirements.




APPLICATION PROCESS TIMELINE STATUS

This Site Plan application not processed by the On Time Decision Date due to the number of reviews required and staff resources.

Contact: Kimberley Baldwin Tel: 613-580-2424, ext. 23032 or e-mail: Kimberley.Baldwin@ottawa.ca

Document 1 – Location Map



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