



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

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Site Location: 368 Tweedsmuir Avenue

File No.: D07-12-22-0087

Date of Application: May 24, 2022

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This SITE PLAN CONTROL application submitted by Jonathan Harris, Rosaline J. Hill Architect Inc., on behalf of 13098931 Canada Inc., is APPROVED as shown on the following plan(s):

1. **Site Plan**, A1.0, prepared by Rosaline J. Hill Architect Inc., dated May 2022, revision 7 dated 2022/12/01.
2. **Tree Conservation Report and Landscape Plan**, L.1, prepared by James B. Lennox & Associates Inc., dated April 2022, revision 9 dated 12/01/2022.
3. **Front Elevation**, A2.1, prepared by Rosaline J. Hill Architect Inc., dated May 2022, revision 7 dated 2022/12/01.
4. **Rear Elevation**, A2.2, prepared by Rosaline J. Hill Architect Inc., dated May 2022, revision 7 dated 2022/12/01.
5. **Left (South Side) Elevation**, A2.3, prepared by Rosaline J. Hill Architect Inc., dated May 2022, revision 7 dated 2022/12/01.
6. **Right (North Side) Elevation**, A2.4, prepared by Rosaline J. Hill Architect Inc., dated May 2022, revision 7 dated 2022/12/01.
7. **Site Servicing Plan and Existing Conditions Plan**, C-1 of 3, prepared by D.B. Gray Engineering Inc. dated APR 22-22, Revision 6 dated JAN 25-23.
8. **Grading Plan and Sediment Control Plan and Drainage Plan**, C-2 of 3, prepared by D.B. Gray Engineering Inc., dated APR 22-22, Revision 5 dated JAN 18-23.
9. **Notes**, C-3 of 3, prepared by D.B. Gray Engineering Inc., dated APR 22-22, Revision 2 dated OCT 25-22.

And as detailed in the following report(s):

1. **Geotechnical Investigation Report**, prepared by Paterson Group, Report No. PG5961-1, dated September 28, 2021.
2. **Phase I Environmental Site Assessment**, prepared by Paterson Group, Report No. PE5429-1, dated October 13, 2021.
3. **Phase II Environmental Site Assessment**, prepared by Paterson Group, Report No. PE5429-2, dated November 4, 2021.
4. **Stationary Noise Assessment**, prepared by Gradient Wind, Report No. GW22-100-Stationary Noise, dated May 20, 2022.
5. **Roadway Traffic Noise Assessment**, prepared by Gradient Wind, Report No. GW22-100, dated October 27, 2022.
6. **Site Servicing Study & Stormwater Management Report**, prepared by DB Gray Engineering Inc., Report No. 22028, dated January 25, 2023.

And subject to the following Scoped Site Plan Agreement Conditions:

1. **Execution of Agreement Within One Year**

The Owner shall enter into a Scoped Site Plan Control Agreement, limited to the following conditions, list of approved plans and reports, 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. **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 will 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 will 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.”

### 3. **Noise Control Attenuation Measures**

The Owner acknowledges and agrees to implement the noise control attenuation measures recommended in the approved Roadway Traffic Noise Assessment, prepared by Gradient Wind, Report: GW22-100 on October 27, 2022, referenced in Schedule “E” of this Agreement, as follows:

- a) each unit is to be fitted with a forced air heating system and ducting, and shall be sized to accommodate central air conditioning;
- b) further to subsection (a) 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) 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 XX below.

### 4. **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 C – Forced Air Heating System and Ducting

“The Purchaser/Lessee for himself, his heirs, executors, administrators, successors and assigns acknowledges being advised that this dwelling unit has been fitted with a forced air heating system and the ducting, etc. was sized to accommodate central air conditioning. Installation of central air conditioning by the Purchaser/Lessee 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 for himself, his heirs, executors, administrators, successors and assigns acknowledges and agrees it shall identify the location and install any outdoor air conditioning device(s) so as to 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."

"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."

#### 5. **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.

And subject to the following General and Special Conditions, which will be subject to a Letter of Undertaking:

#### **General Conditions**

##### 1. **Designated Substances Survey**

Prior to demolition of any existing buildings located on the lands described in Schedule "A" herein, the Owner acknowledges and agrees to complete a designated substances survey and submit the findings and recommendations for the proper handling and disposal of waste as identified in said survey, to the satisfaction of the General Manager, Planning, Real Estate and Economic Development, and in accordance with Best Management Practices. The survey shall address, but not be limited to:

- a. O.Reg. 278/05: Designated Substance - Asbestos on Construction Projects and in Buildings and Repair Operations under the Occupational Health and Safety Act, R.S.O. 1990, c.O.1, as amended (O.Reg. 278/05);
- b. Guideline - Lead on Construction Projects, prepared by the Ontario Ministry of Labour - Occupational Health and Safety Branch, published September 2004 and revised April 2011, as amended;
- c. O.Reg. 213/91: Construction Projects under the Occupational Health and Safety Act, R.S.O. 1990, c.O.1, as amended (O.Reg. 213/91);
- d. Registration Guidance Manual for Generators of Liquid Industrial and Hazardous Waste, prepared by the Ontario Ministry of the Environment, Conservation and Parks, published April 1995 and revised January 2016, as amended, to be used in conjunction with R.R.O. 1990, Reg. 347: General-

Waste Management under the Environmental Protection Act, R.S.O. 1990, c.E.19, as amended (R.R.O. 1990, Reg. 347);

- e. R.R.O. 1990, Reg. 362: Waste Management – PCB's under the Environmental Protection Act, R.S.O. 1990, c.E.19, as amended (R.R.O. 1990, Reg. 362).

2. **Asphalt Overlay**

Due to the number of road cut permits required to service this development, the Owner shall install an asphalt overlay, as shown on the approved Site Servicing Plan and Existing condition prepared by D.B. Gray Engineering Inc. Drawing No. C-1 of 3 dated April 22nd 2022 Revision 6, Revision date January 25th 2023, referenced in Schedule "E" hereto. The overlay shall be carried out to the satisfaction of the General Manager, Planning, Real Estate and Economic Development. The Owner acknowledges and agrees that all costs are to be borne by the Owner.

3. **Water Supply For Fire Fighting**

The Owner shall provide adequate water supply for fire fighting for every building. Water supplies may be provided from a public water works system, automatic fire pumps, pressure tanks or gravity tanks.

4. **Reinstatement of City Property**

The Owner shall reinstate, at its expense and to the satisfaction of the General Manager, Planning, Real Estate and Economic Development, any property of the City, including, but not limited to, sidewalks, curbs and boulevards, which is damaged as a result of the subject development.

5. **Construction Fencing**

The Owner acknowledges and agrees to install construction fencing, at its expense, in such a location as may be determined by the General Manager, Planning, Real Estate and Economic Development.

6. **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.

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. **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.

## **Special Conditions**

### **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, Real Estate and Economic Development.

### **11. 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, Prepared by Paterson Group on September 28, 2021, Report PG5961-1 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.

### **12. 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.

### **13. 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.

### **14. 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.

#### **15. Protection of City Sewers**

- a) Prior to the issuance of a building permit, the Owner shall, at its expense:
  - i. obtain a video inspection of the City Sewer System within Tweedsmuir Avenue between Sanitary maintenance holes MHSA46967 and MHSA27599 and between Storm maintenance holes MHST28722 and MHST44575 prior to any construction to determine the condition of the existing City Sewer System prior to construction on the lands and to provide said video inspection to the General Manager, Planning, Real Estate and Economic Development.
- b) Upon completion of construction on the lands, the Owner shall, at its expense and to the satisfaction of the General Manager, Planning, Real Estate and Economic Development:
  - i. obtain a video inspection of the existing City Sewer System within Tweedsmuir Avenue between Sanitary maintenance holes MHSA46967 and MHSA27599 and between Storm maintenance holes MHST28722 and MHST44575 to determine if the City Sewer System sustained any damages as a result of construction on the lands; and
  - ii. assume all liability for any damages caused to the City Sewer within Tweedsmuir Avenue between Sanitary maintenance holes MHSA46967 and MHSA27599 and between Storm maintenance holes MHST28722 and MHST44575 and compensate the City for the full amount of any required repairs to the City Sewer System.

#### **16. Flow Control Roof Drains**

The Owner acknowledges and agrees to install and maintain in good working order the required roof-top stormwater control roof drains , as recommended in the approved Grading Plan and Sediment Control Plan and Drainage plan: prepared by D.B. Gray Engineering Inc. Drawing No. C-2 of 3 dated April 22nd 2022 Revision 5, Revision date January 18th 2023 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.

#### **17. 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.

**18. Risk Assessment Report and Risk Mitigation Measures**


The Owner acknowledges and agrees to provide a human health risk assessment report to address the groundwater contamination, as per the recommendations of the Supplemental Phase II Environmental Site Assessment, referenced in Schedule "E" herein, involving implementation of Risk Mitigation measures, that will be implemented concurrently with the site redevelopment. Prior to the issuance of a building permit, the Owner may re-test the monitoring wells in order to confirm that the human health risk assessment remains necessary.

**19. Pre-Construction Meeting**

The Owner agrees to hosting a virtual pre-construction meeting with the community and the Ward Councillor's office prior to the start of excavation and construction on the site.

May 17, 2023

\_\_\_\_\_  
Date

  
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Andrew McCreight  
(A) Manager, 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**

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**File Number:** D07-12-22-0087

**SITE LOCATION**

368 Tweedsmuir Avenue, and as shown on Document 1.

**SYNOPSIS OF APPLICATION**

The property is located on the west side of Tweedsmuir Avenue, approximately 50 metres north of the Richmond Road intersection. The area is characterized by a mix of uses, including commercial and retail spaces, low-rise to high-rise apartment buildings, along with residential dwellings. 368 Tweedsmuir is currently occupied by a two-storey detached dwelling with an attached carport.

The proposal seeks to construct a three-storey, low-rise apartment building with 16 dwelling units. 25 percent of the 16 dwelling units will be 2-bedroom units, while the rest will consist of 1-bedroom and bachelor units. The proposal does not include on-site parking but does include rear yard bike storage sheds for its tenants. The proposal also includes a garbage shed in the rear yard.

An application to the Committee of Adjustment for Minor Variance (D08-02-22/A-00220) was submitted in order to obtain relief from some zoning provisions. A hearing was held on September 21 and October 5, 2022 and the following reliefs were granted:

- Reduced setback for an accessory structure (bike shed) to 0 metres from the rear property line.
- Increased number of dwelling units to 16.

**Residential Units and Types**

<b>Dwelling Type</b>	<b>Number of Units</b>
Apartment	16

**Related Applications**

The following application is related to this proposed development:

- Committee of Adjustment application for Minor Variance: D08-02-22/A-00220

## **DECISION AND RATIONALE**

This application is approved for the following reasons:

- The subject site is located within the Inner Urban Transect of the Official Plan and is further designated as an Evolving Neighbourhood. The Inner Urban Transect is generally planned for mid- to high-density development. Policies speak to maintaining and enhancing an urban pattern of built form, prioritizing walking and cycling, and providing direction to hubs, corridors and neighbourhoods.
- The subject site is located within the Richmond Road / Westboro Secondary Plan area and is located near to the Westboro Village Planning Area Sector. Although outside of the designation sector, this proposal will help support the nearby mainstreet corridor activities.
- The proposal adheres to all zoning provisions of the R4UB zone (Residential Fourth Density, Subzone UB), as varied through Minor Variance application D08-02-22/A-00220.
- The proposed low-rise apartment building is considered to represent 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. Councillor has concurred with the proposed conditions of approval.

### **Public Comments**

This application was subject to public circulation under the Public Notification and Consultation Policy. There were public comments received online and staff considered these comments.

### **Advisory Committee Comments**

The Accessibility Advisory Committee requested confirmation of adherence to various accessibility standards, including ramps, barrier-free path of travel, accessible parking, accessible units and emergency exists.

Where applicable, adherence was confirmed by the applicant, and accessibility for the

16-unit apartment will be a requirement through review of the corresponding building permit.


### **APPLICATION PROCESS TIMELINE STATUS**

This Site Plan application was not processed by the On Time Decision Date due to longer turnaround times between some submissions as well as the need for extended discussions related to some conditions of approval.


**Contact:** Jean-Charles Renaud Tel: 613-580-2424, ext. 27629 or e-mail: [Jean-Charles.Renaud@ottawa.ca](mailto:Jean-Charles.Renaud@ottawa.ca)

# Document 1 – Location Map



	
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REVISION / RÉVISION - 202 / 06 / 16	

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

 368 avenue Tweedsmuir Avenue

