



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

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Site Location: 2254, 2262, 2270 Braeside Avenue, and 2345 Alta Vista Drive

File No.: D07-12-21-0174

Date of Application: October 26, 2021

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This SITE PLAN CONTROL application submitted by Nadia De Santi, on behalf of WSP Canada Inc., is APPROVED as shown on the following plan(s):

1. **Site Servicing Plan**, Drawing C-1, prepared by D.B. Gray Engineering Inc., dated Oct 15-21, revised NOV 30-22.
2. **Site Servicing Plan**, Drawing C-1A, prepared by D.B. Gray Engineering Inc., dated Oct 15-21, revised NOV 30-22.
3. **Site Servicing Detail**, Drawing C-2, prepared by D.B. Gray Engineering Inc., dated Oct 15-21, revised NOV 30-22.
4. **Grading Plan and Erosion & Sediment Control Plan**, Drawing C-4, prepared by D.B. Gray Engineering Inc., dated Oct 15-21, revised NOV 30-22.
5. **Notes and Details**, Drawing C-5, prepared by D.B. Gray Engineering Inc., dated Oct 15-21, revised NOV 30-22.
6. **Details**, Drawing C-6, prepared by D.B. Gray Engineering Inc., dated Oct 15-21, revised NOV 30-22.
7. **Pre-Development Drainage Plan**, Drawing C-8, prepared by D.B. Gray Engineering Inc., dated Oct 15-21, revised NOV 30-22.
8. **Stormwater Management Drainage Plan**, Drawing C-9, prepared by D.B. Gray Engineering Inc., dated Oct 15-21, revised NOV 30-22.
9. **Sub-Catchment Area Drainage Plan**, Drawing C-10, prepared by D.B. Gray Engineering Inc., dated Oct 15-21, revised NOV 30-22.
10. **Site Plan**, Drawing SP1, prepared by Colizza Bruni Architecture, dated SEP 21/21, revised AUG 17/22.
11. **Landscape Plan**, Drawing L1, prepared by Studio Red Landscape Architecture, dated Sep 21/21, revised APR 19/22.
12. **Landscape Details**, Drawing L2, prepared by Studio Red Landscape Architecture, dated Sep 21/21, revised APR 19/22.

And as detailed in the following report(s):

14. **Transportation Impact Assessment**, prepared by WSP, dated February 9, 2023

15. **Servicing Brief & Stormwater Management Report**, prepared by D.B. Gray Engineering Inc., dated October 25, 2021, revised November 30, 2022.
16. **Site Lighting Certificate Letter**, prepared by COSMEL, dated August 16, 2022.
17. **Geotechnical Memorandum**, prepared by GHD Ltd., dated September 27, 2021.
18. **Grading Plan Review Memorandum**, prepared by GHD Ltd., dated May 2, 2022.
19. **Geotechnical Investigation**, prepared by GHD Ltd., dated March 16, 2018.
20. **Phase I Environmental Site Assessment**, prepared by GHD Ltd., dated October 22, 2021.
21. **Tree Conservation Report**, prepared by IFS Associates, dated October 12, 2021.

And subject to the following General and Special Conditions:

### **General Conditions**

1. 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. **Prior to Site Plan Agreement**

The Owner acknowledges and agrees that all terms and conditions of the Site Plan Agreement with \_\_\_\_\_, registered as Instrument No. \_\_\_\_\_ on \_\_\_\_\_, and the Amending Site Plan Agreement with the \_\_\_\_\_, registered as Instrument No. \_\_\_\_\_ on \_\_\_\_\_, are reconfirmed and are in full force and effect except as otherwise varied or amended in this Agreement. The Owner further acknowledges and agrees that the relevant portion of the Approved Plans referenced in Schedule "E" hereto shall supercede and replace and/or be in addition to, as the case may be, the relevant sections of the corresponding Plans contained in the previous Site Plan Agreement(s).

3. **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.

4. **Barrier Curbs**

The Owner acknowledges and agrees that the parking areas and entrances shall have barrier curbs and shall be constructed in accordance with the drawings of a design professional, such drawings to be approved by the General Manager, Planning, Real Estate and Economic Development.

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, 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.

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, Real Estate and Economic Development.

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.

### **Special Conditions**

#### **Roads Right-of-Way and Traffic**

#### **11. Transportation Impact Assessment**

The Owner has undertaken a Transportation Impact Assessment for this site, referenced in Schedule "E" herein, to determine the infrastructure and programs needed to mitigate the impact of the proposed development on the local transportation network and to establish the site design features needed to support system-wide transportation objectives. The Owner shall ensure that the recommendations of the Transportation Impact Assessment, are fully implemented, to the satisfaction of the General Manager, Planning, Real Estate and Economic Development.

#### **Access**

#### **12. 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.

### **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 Investigation (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.

## **Environmental Site Assessment**

### **14. Phase I ESA**

The Owner acknowledges and agrees to comply with all recommendations as included in the Phase I ESA.

## **Civil Engineering**

### **15. 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 15. Servicing Brief & 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.

### **16. 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.

### **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 Servicing Brief & Stormwater Management Report, 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 Servicing Brief & Stormwater Management Report referenced in Schedule "E" herein.

#### **18. 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, Infrastructure and Water 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, Infrastructure and Water Services when such repairs have been completed.

#### **19. 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 Alta Vista Drive from; MHST32780 northerly to MHST32781 (300 mm dia. concrete storm sewer) and from MHSA30692 northerly to MHSA30693 (225 mm dia concrete sanitary sewer) and in Braeside Avenue from MHST30294 northerly to MHST30297 (375 mm dia. concrete storm sewer) and from MHSA30380 northerly to MHSA30381 (225 mm dia. concrete sanitary sewer) 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 Alta Vista Drive from; MHST32780 northerly to MHST32781 (300 mm dia. concrete storm sewer) and from MHSA30692 northerly to MHSA30693 (225 mm dia. concrete sanitary sewer) and in Braeside Avenue from MHST30294 northerly to MHST30297 (375 mm dia. concrete storm sewer) and from MHSA30380 northerly to MHSA30381 (225 mm dia. concrete sanitary sewer) 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 System within Alta Vista Drive from; MHST32780 northerly to MHST32781 (300 mm dia. concrete storm sewer) and from MHSA30692 northerly to MHSA30693 (225 mm dia. concrete sanitary sewer) and in Braeside Avenue from MHST30294 northerly to MHST30297 (375 mm dia. concrete storm sewer) and from MHSA30380 northerly to MHSA30381 (225 mm dia. concrete sanitary sewer) and compensate the City for the full amount of any required repairs to the City Sewer System.

## **PLANNING AND OTHER**

### **Planning and Design**

#### **20. 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**

#### **21. 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) Tunnel or bore when digging within the CRZ of a tree;

- (c) Do not place any material or equipment within the CRZ of the tree;
- (d) Do not attach any signs, notices or posters to any tree;
- (e) Do not raise or lower the existing grade within the CRZ without the approval of the General Manager, Planning, Real Estate and Economic Development;
- (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.

## **22. Tree Permit**

The Owner acknowledges and agrees that any trees to be removed shall be removed in accordance with an approved Tree Permit and Tree Conservation Report, and in accordance with the City's Tree Protection By-law, being By-Law No. 2020-340, as amended. The Owner further acknowledges and agrees that a copy of the approved Tree Permit and Tree Conservation Report shall be posted on the construction site at all times until Approval is granted by the City for such Works.

## **23. Replacement Trees in City's Right-of-Way**

The Owner acknowledges and agrees that for the Linden trees that is to be removed from the City's right-of-way for the purposes of underground infrastructure replacement, the Owner shall pay \$7760.51 as referenced in Schedule "B" herein and as agreed upon with the City's Forestry Services Branch.

## **Signs**

### **24. Installation of Signs on Private Property**

The Owner acknowledges and agrees it shall obtain approval from the Chief Building Official, Building Code Services prior to installation of any signs on the subject lands. The Owner further acknowledges and agrees that any such signs shall be installed in a location to the satisfaction of the Chief Building Official, Building Code Services and the General Manager, Planning, Real Estate and Economic Development, and in accordance with the City's Permanent Signs on Private Property By-law No. 2016-326, as amended.

## **CONVEYANCES TO CITY**

### **25. Access Easement to City**

The Owner acknowledges and agrees it shall grant to the City, at the Owner's expense, a Blanket Easement over the lands, with the right and licence of free, uninterrupted, unimpeded and unobstructed access to the City to enter on and to pass at any and all times, on, over, along and upon the lands with or without



vehicles, supplies, machinery and equipment for all purposes necessary or convenient to construct, maintain, repair and replace the Private Watermains, Private Service Posts and fire hydrants at the Owner's expense. The Owner acknowledges and agrees that notwithstanding the rights granted to the City under the grant of easement, the Owner remains responsible at all times for the maintenance, inspection, alteration, repair, replacement and reconstruction of the utility in the said lands during their term of use. The Owner acknowledges and agrees to provide an electronic copy of the Transfer of Easement prior to the execution of this Agreement by the City, to the satisfaction of the City Solicitor. All costs shall be borne by the Owner.

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Date

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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**

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**File Number:** D07-12-21-0174

### **SITE LOCATION**

2254, 2262, 2270 Braeside Avenue, and 2345 Alta Vista Drive, and as shown on Document 1.

### **SYNOPSIS OF APPLICATION**

- The site is located on the west side of Braeside Avenue between Randall and Clontarf Avenues. To the north and east of the site are low-rise residences, with an existing senior's residence immediately to the south (Ellwood House). The St. Thomas campus is mainly to the west of the site, which includes St. Thomas Apostle Church, nursery school, and Braeside House.
- The subject property at 2262 Braeside is the site of the former rectory for the St. Thomas Apostle Anglican Church, which has previously been removed from the property.
- The development application is to allow for the expansion of Ellwood House, providing for 38 retirement residence units in a gross floor area of 2,459m<sup>2</sup> and three-and-a-half storeys in height.
- The extension is to be consistent in form and massing with the existing Ellwood House building and is compatible with a low-rise residential street. The building is consistent with other building setbacks on the street and landscaped.
- The applicant anticipates removing 11 trees from the entire St. Thomas campus, relocate 1 tree, and plant 37 new trees. The landscape plan, to be approved through Site Plan Control, also calls for 30 vines, 138 shrubs, and 252 perennials to be planted. The landscape plan pays specific attention to landscaping around the Ellwood House expansion, throughout the parking areas, as well as maintaining and improving the tree line along Braeside Avenue and Alta Vista Drive.
- A landscaped buffer of 8 white cedars will be planted along the northern drive aisle connection Braeside Avenue to mitigate impacts of the drive aisle on the property to the north.

- Vehicle parking is accommodated behind the building and kept from view of Braeside Avenue. 131 parking spaces, with 8 barrier free spaces as well as 21 bicycle parking spaces will be provide on the site.
- Heavy vehicle traffic accessing the St. Thomas campus, such as waste removal, is identified to use the existing south Alta Vista Drive access, as shown in The Truck Turning Movement Plan in the Transportation Impact Assessment dated 2022-04-29. The northern Alta Vista access point will be signed as no truck traffic due to tight turning movements.
- The proposal included the removal of a Little Leaf Linden tree located on Braeside Avenue where the northern drive aisle will be placed. The community has raised concerns about the removal of this tree, however due to servicing constraints it is not possible to service this site around the tree.
- The site was recently subject to a zoning by-law amendment under File No. D02-02-21-0136. The proposal is to amended the zoning of the site to Minor Institutional, Subzone A, Urban Exception 2822 (I1A[2822]) to facilitate the development of a three and a half storey retirement residence with 38 units. Exception 2822 permitted the following provisions:
  - One lot for zoning purposes to address building setbacks, placement of amenity space, and bicycle parking.
  - Reduced minimum parking lot aisle width from 6.7 m to 6.1m
  - Reduced parking lot landscape buffer along the southern property boundary of 2345 Alta Vista Drive from 1.5m to 0m, which is an existing site condition.
  - Reduced minimum interior side yard setback along the north property line from 7.5m to 4m along the existing Braeside House wall.
  - A loading space is not required.

## **Residential Units and Types**

<b>Dwelling Type</b>	<b>Number of Units</b>
Apartment	38

## **Related Applications**

The following applications are related to this proposed development:

- Zoning By-law Amendment - D02-02-21-0136

## **DECISION AND RATIONALE**

This application is approved for the following reasons:

- The site is identified on Schedule B3 – Outer Urban Transect of the Official Plan as Neighbourhood, which permits low-rise development. Alta Vista Drive is also identified as a Major Corridor on Schedule C4. While the retirement house expansion does not front onto Alta Vista Drive, the two main vehicle entry points for the St. Thomas campus, including the expanded Ellwood House, are from Alta Vista Drive.
- The Alta Vista / Faircrest / Riverview Park Secondary Plan applies to this site, which directs development to be consistent with that of the existing neighbourhood through policies such as low-rise development and tree retention and replacement. The subject site is designated as Neighbourhood, and Alta Vista Drive is identified for low-rise neighbourhood development.
- The inclusion of one lot for zoning purposes will permit a 0-metre setback between Ellwood House and the proposed Ellwood House II as the extension crosses an interior property line. Additionally, one lot for zoning purposes will better utilize the entirety of the St. Thomas campus and allow for the redistribution of vehicle parking, bicycle parking, and amenity space across the campus with parking and community gardens identified for lands near Alta Vista Drive. This is considered an appropriate zoning mechanism to ensure that the entire campus is being utilized while keeping the majority of the parking lot near Alta Vista Drive, and residential uses on the Braeside Avenue side.
- The companion zoning amendment application (D02-02-21-0136) to amend certain performance standards was approved on September 21, 2022.
- 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 not applicable to this development.

## **CONSULTATION DETAILS**

### **Councillor's Comments**

Councillor Marty Carr 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.

## Summary of public comments and responses

### Comment:

The addition of a two-direction access onto Braeside Avenue and connection of all internal parking lots will increase traffic on the neighbouring streets.

### Response:

The access point has been revised to a single direction access point, relocating the single direction ingress that will be removed along the south side of Ellwood House. A second bi-directional vehicular access to the campus from Alta Vista Drive is proposed to help vehicular circulation.

### Comment:

The Braeside Avenue vehicle access runs along the northern property line of 2262 Braeside reducing privacy and opportunity for snow clearing and should accommodate a row of trees along the north side of the property to provide screening.

### Response:

The vehicle access and driveway along the north side of 2262 Braeside Avenue has been changed to reduce the width of the paved area from 6.7m to 4m, which will create space for additional landscaping along the northern property line. This change provides for 18 white cedars, with existing shrubbery closer to Braeside Avenue, to provide a buffer along this property line.

### Comment:

The removal of trees from the campus will impact the environment and aesthetics of the area.

### Response:

The applicant anticipates removing 11 trees from the entire St. Thomas campus, relocate 1 tree, and plant 37 new trees. The landscape plan, to be approved through Site Plan Control, also calls for 30 vines, 138 shrubs, and 252 perennials to be planted. The landscape plan pays specific attention to landscaping around the Ellwood House expansion, throughout the parking areas, as well as maintaining and improving the tree line along Braeside Avenue and Alta Vista Drive.

### Comment:

The Alta Vista Drive vehicular access points should be large enough to accommodate truck traffic.

Response:

Heavy vehicle traffic accessing the St. Thomas campus, such as waste removal, is identified to use the existing south Alta Vista Drive access, as shown in The Truck Turning Movement Plan in the Transportation Impact Assessment dated 2022-04-29. The northern Alta Vista access point will be signed as no truck traffic due to tight turning movements.

Comment:

The interior side yard setback should not be reduced to allow for the enclosed stairwell.

Response:

The north face of the proposed Ellwood House II complies to the current minimum 7.5m interior side yard setback with a separation of 8.2m, however the enclosed stairwell on this face of the building encroaches on this minimum setback with a 6.3m separation distance to the north property line. The reduction is directed to a 3m wide enclosed stairwell and requires a relaxation of this side yard setback of 1.2m. The combination of these factors, with improved screening along the northern property line create a minor change to the setback requirements. In addition to the setback amendment for the Ellwood House expansion, the zoning will be amended to a 4m interior side yard setback to bring the existing Braeside House into compliance.

## **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 time required to resolve identified issues.

**Contact:** Kelby Lodoen Unseth Tel: 613-580-2424, ext. 12852 or e-mail: Kelby.LodoenUnseth@ottawa.ca

## Document 1 – Location Map

