



**SITE PLAN CONTROL APPLICATION
SITE PLAN APPROVAL REPORT
PLANNING, DEVELOPMENT AND BUILDING SERVICES DEPARTMENT**

Site Location: 79 Maitland Street South

File No.: D07-12-25-0109

Date of Application: August 1, 2025

This SITE PLAN CONTROL application submitted by Jerzy Jurewicz, Edward J. Cuhaci & Associates, on behalf of Ottawa Catholic School Board, is APPROVED upon resolution of the conditions stated in this report

And the following plans are approved:

1. **Site Plan A001**, prepared by Edward J. Cuhaci & Associates Architects, dated March 10, 2025, Revision 2 dated May 20, 2025
2. **Site Details A003**, prepared by Edward J. Cuhaci & Associates Architects, dated March 10, 2025
3. **Site Details A004**, prepared by Edward J. Cuhaci & Associates Architects, dated March 10, 2025
4. **Building Elevations A200**, prepared by Edward J. Cuhaci & Associates Architects, dated March 10, 2025, Revision 2 dated May 20, 2025
5. **Building Elevations A201**, prepared by Edward J. Cuhaci & Associates Architects, dated March 10, 2025, Revision 2 dated May 20, 2025
6. **Construction Phase Site Plan A022**, prepared by Edward J. Cuhaci & Associates Architects, dated March 10, 2025, Revision 2 dated May 20, 2025
7. **Tree Conservation Report and Landscape Plan L.1**, prepared by James B. Lennox and Associates, dated December 18, 2024, Rev. 9 dated May 20, 2025.

And as detailed in the following report(s):

8. **Phase I – Environmental Site Assessment – 79 Maitland Street (Report: PE6909-1)**, prepared by Paterson Group, dated February 28, 2025.

9. **Servicing & Stormwater Management – St. Philip Catholic School Addition – 79 Maitland St. South, Richmond, Ontario (Project # 24-1045A)**, prepared by Jp2g Consultants Inc., dated May 14, 2025.
10. **Desktop Hydrogeological Study**, prepared by WSP, dated May 22, 2025
11. **Transportation Impact Assessment**, prepared by Parsons, dated July 16, 2025
12. **Environmental Noise Assessment**, prepared by State of the Art Acoustik Inc., dated May 28, 2025

And subject to the following General and Special Conditions:

General Conditions

1. **Lapsing of Approval**

The Owner shall enter into this Site Plan Control Agreement and/or Letter of Undertaking, 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/or Letter of Undertaking, complete the conditions to be satisfied prior to the signing of this Agreement, and have the corresponding building permit(s) issued within three (3) years of Site Plan approval, the approval shall lapse.

2. **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, Development and Building Services.

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, Development and Building Services, 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, Development and Building Services.

6. **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, Development and Building Services.

7. **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, Development and Building Services, 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, Development and Building Services, the aforesaid Works are proceeding satisfactorily toward completion. The Owner shall obtain the prior consent of the General Manager, Planning, Development and Building Services 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, Development and Building Services, 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

Special Conditions

1. **Update to Plans and Reports**

The Owner acknowledges and agrees, prior to registration of this Agreement or issuance of a Commence Work Notification, to update the **Geotechnical Investigation, Fire Protection Reservoir Memo and all Civil Plans** to address the comments from the formal review letter dated **August 28, 2025**, to the satisfaction of the General Manager, Planning, Development and Building Services Department. The Owner further acknowledges and agrees that the submission may necessitate changes to the plans and reports approved herein. If necessary, the Owner further acknowledges and agrees to provide all revised plans and reports to the General Manager, Planning, Development and Building Services Department prior to registration of this Agreement or the issuance of a Commence Work Notification.

2. **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, Development and Building Services Department, shall have the right at all times to inspect the installation of the Works. The Owner acknowledges and agrees that should it be found in the sole opinion of the General Manager, Planning, Development and Building Services Department, that such personnel are not on-site or are incompetent in the performance of their duties, or that the said Works are not being carried out in accordance with the approved plans or specifications and in accordance with good engineering practice, then the General Manager, Planning, Development and Building Services Department, may order all Work in the project to be stopped, altered, retested or changed to the satisfaction of the General Manager, Planning, Development and Building Services Department.

3. **Private Approach Detail**

The Owner acknowledges and agrees that all private approaches serving the proposed development shall be designed and constructed, at the sole expense of the Owner, in accordance with the City's "Curb Return Entrances – Uncontrolled Intersections" Plan, Drawing No. SC7.1, dated March 2007 and revised March 2021, and the Owner shall comply with the City's Private Approach By-law, being No. 2003-447, as amended.

4. **Noise Control Attenuation Measures**

The Owner covenants and agrees that it shall retain the services of a professional engineer licensed in the Province of Ontario to ensure that the recommendations of the Environmental Noise Assessment, referenced in Schedule "E" herein, are fully implemented. The Owner further acknowledges and agrees that it shall provide the General Manager, Planning, Development and Building Services with confirmation issued by the professional engineer that the Owner has complied with all recommendations and provisions of the Environmental Noise Assessment, prior to building occupancy, which confirmation shall be to the satisfaction of the General Manager, Planning, Development and Building Services.

5. **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 - Proposed Addition to St. Philip Catholic Elementary School - 79 Maitland Street South (the "Report"), referenced in Schedule "E" herein, are fully implemented. The Owner further acknowledges and agrees that it shall provide the General Manager, Planning, Development and Building Services 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, Development and Building Services.

6. **Notice on Title – Quality and Quantity of Groundwater**

The Owner acknowledges and agrees that a notice shall be registered on title to the subject lands, at the Owner's expense. The Owner further acknowledges and agrees that such notice on title, or the clauses as written directly below, shall be included in all agreements of purchase and sale and lease agreements to inform prospective purchasers and tenants of these matters. The notice on title shall include, but not be limited to, the following:

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 themselves, their heirs, executors, administrators, successors and assigns, acknowledges being advised that the City of Ottawa does not guarantee the quality or the quantity of the groundwater. The purchaser/lessee further acknowledges being advised that if, at some future date, the quality or the quantity of the groundwater becomes deficient, the City of Ottawa shall bear no responsibility, financial or otherwise, to provide solutions to the deficiency. All efforts and costs to remedy such deficiencies in the groundwater shall be the sole responsibility of the owner."

"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."

7. **Spill Contingency and Pollution Prevention Plan**

The Owner shall, within six (6) months of signing this Agreement, develop and implement a spill contingency and pollution prevention plan, which plan, at a minimum, will include a set of written procedures describing how to prevent and/or mitigate the impacts of a spill within the area serviced by the Works:

- (a) the name, job title and location (address) of the Owner, person in charge, management or person(s) in control of the buildings;
- (b) the name, job title and 24-hour telephone number of the person(s) responsible for activating the spill contingency and pollution prevention plan;
- (c) a site plan drawn to scale showing the facility, nearby buildings, streets, catch basins and manholes, drainage patterns (including direction of flow in storm sewers), and receiving water course that could potentially be significantly impacted by a spill and any features which need to be taken into account in terms of potential impacts on access and response (including physical obstructions and location of response and clean-up equipment);

- (d) steps to be taken to report, contain, clean up and dispose of contaminants following a spill;
- (e) a listing of telephone numbers for local clean-up companies who may be called upon to assist in responding to spills, local emergency responders including health institution(s), and the Ministry of the Environment, Conservation and Parks Spills Action Centre;
- (f) Materials Safety Data Sheets (MSDS) for each hazardous material which may be transported or stored in the said building;
- (g) the means (internal corporate procedures) by which the spill contingency and pollution prevention plan is activated;
- (h) a description of the spill response training provided to employees assigned to work in the said building, the date(s) on which the training was provided and by whom;
- (i) an inventory of response and clean-up equipment available to implement the spill contingency and pollution prevention plan, location and date of maintenance/replacement if warranted; and
- (j) the dates on which the spill contingency and pollution prevention plan was prepared and subsequently, amended.

The Owner covenants and agrees to maintain the spill contingency and pollution prevention plan up to date through revisions undertaken from time to time as required by changes to the general operations of the site. The Owner further covenants and agrees to retain a copy of the spill contingency and pollution prevention plan in a conspicuous, readily accessible location on-site such that it can be used as a reference by employees assigned to work in the said building. The Owner further covenants and agrees that it will make available, for inspection and copying by City personnel, the spill contingency and pollution prevention plan.

8. **Re-Grading and Maintenance of Ditch**

The Owner acknowledges and agrees it shall be responsible for various grading and maintenance measures along Royal York Street and Fortune Street, which include the following:

- (a) Re-grade the shoulders of the ditch within the road allowance(s) of Royal York Street and Fortune Street abutting the subject lands, to the satisfaction of the General Manager, Planning, Development and Building Services Department;
- (b) Obtain utility clearances prior to the re-grading of any ditch;
- (c) Obtain approval from the City's Roads Services Branch of the Public Works Department if the grade of any ditch bottom is to change; and

- (d) Maintain a grass cover within the road allowance(s) of Royal York Street and Fortune Street abutting the subject lands, to the satisfaction of the General Manager, Planning, Development and Building Services Department.

9. **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 Maitland Street, Royal York Street and Fortune Street 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, Development and Building Services.
- (b) Upon completion of construction on the lands, the Owner shall, at its expense and to the satisfaction of the General Manager, Planning, Development and Building Services:
 - (i) obtain a video inspection of the existing City Sewer System within Maitland Street, Royal York Street and Fortune Street 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 Maitland Street, Royal York Street and Fortune Street and compensate the City for the full amount of any required repairs to the City Sewer System.

10. **Stormwater Management Memorandum**

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

11. **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, Development and Building Services 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.

12. **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 Servicing & Stormwater Management Report - St Philip Catholic School Addition - 79 Maitland St South, 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.

13. **Water Demand for Fire Fighting**

The Owner acknowledges and agrees that the City’s boundary conditions were provided for the subject development site setting out the available privately supplied water supply. The Owner further acknowledges and agrees that prior to building permit issuance, a letter shall be prepared by a qualified Building Code professional, licensed in the Province of Ontario, and provided to the General Manager, Planning, Development and Building Services confirming the plans submitted for building permit issuance have incorporated any and all requirements of the Fire Underwriters Survey, 2020, or as amended, to achieve the low construction coefficient used within the proposed building design.

14. **Water Plant**

The Owner acknowledges and agrees that the water plant within the lands is a private watermain. The Owner further acknowledges and agrees that the private watermain and appurtenances thereto are to be maintained by the Owner at its own expense, in perpetuity. The Owner performing maintenance on critical infrastructure, such as private watermains and private fire hydrants, shall maintain adequate records as proof of having done so in accordance with applicable regulations, and that the records shall be retained for review by the City and or the Ottawa Fire Services when requested.

15. **Private Storm Sewer Connection to City Sewer System**

The Owner acknowledges and agrees that any new storm sewers to be installed as part of this development shall not be connected to the City’s existing storm sewer system until such time as either:

- (a) a certificate of conformance and As-built Drawings have been received from a Professional Engineer, licensed in the Province of Ontario, certifying that all required inlet control devices have been properly installed to City Standards or Specifications, and that the storm sewer system has been installed in accordance with the approved engineering drawings for site

development and City Sewer Design Guidelines. The inlet control devices shall be free of any debris; or

- (b) a flow limiting orifice plate, designed by a Professional Engineer licensed in the Province of Ontario and to the satisfaction of the City, has been installed at the storm water outlet prior to connecting any upstream storm sewers. Such orifice plate shall not be removed until subsection (a) above has been satisfied and approved by the General Manager, Planning, Development and Building Services.

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); and
 - (ii) it must result in minimal light spillage onto adjacent properties. As a guideline, 0.5 fc is normally the maximum allowable spillage.
- (b) The Owner acknowledges and agrees that, upon completion of the lighting Works and prior to the City releasing any associated securities, the Owner shall provide certification satisfactory to the General Manager, Planning, Development and Building Services, 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.

17. **Corner Sight Triangle**

Prior to registration of this Agreement, the Owner acknowledges and agrees to convey to the City, at no cost to the City, an unencumbered corner sight triangle measuring overlapping 5m x 15m at the intersection of Fortune Street and Royal York Street and a 3 metre x 9 metre triangle, with the longer portion on Royal York Street.

The exact location and area of the corner sight triangle must be determined by legal survey. The Owner shall provide a reference plan for registration, indicating the corner sight triangle, to the City Surveyor for review prior to its deposit in the Land Registry Office. Such reference plan must be tied to the Horizontal Control Network in accordance with the municipal requirements and guidelines for referencing legal surveys. The Owner acknowledges and agrees to provide an electronic copy of the Transfer and a copy of the deposited reference plan to the City Solicitor prior to the execution of this Agreement by the City. All costs shall be borne by the Owner.

September 15, 2025

Date



Allison Hamlin

Manager, Development Review All Wards,
Planning, Development and Building Services
Department

Enclosure: Site Plan Control Application approval – Supporting Information

SITE PLAN CONTROL APPROVAL APPLICATION SUPPORTING INFORMATION

File Number: D07-12-25-0109

SITE LOCATION

79 Maitland Street South, between Maitland Street South, Royal York Street and Fortune Street in Richmond and as shown on Document 1.

SYNOPSIS OF APPLICATION

The proposed development is a two-storey addition to the existing school. The existing parking lot and drop off area accessed from Maitland Street South will be reconfigured and a new parking lot will be provided off Royal York Street. Together these will accommodate 55 vehicles. A total of 45 bicycle parking spaces are provided.

The subject site is approximately 14,127 sq. m in area and is occupied by the existing school. To the east and west are residential areas. To the north is a cemetery and to the south is a church.

Related Applications

N/A

DECISION AND RATIONALE

This application is approved for the following reasons:

- The proposal is consistent with the policies of the Village of Richmond Secondary Plan.
- The proposal is consistent with the Official Plan policies in the Rural Transect Policy Area and with policies in the Village designation which contemplate institutional uses.
- The proposal conforms with the Zoning By-law; all zoning performance standards are met as per the RI2 H(15) zone.
- The report includes conditions of approval to ensure the proposed development is constructed in conformity with City policies and guidelines.
- The proposal represents good planning as the site design is appropriate under the current policy framework.

PARKLAND DEDICATION

Parkland dedication, in accordance with By-law 2022-280, is not applicable to this development.

CONSULTATION DETAILS

Public Comments

This application was subject to public circulation under the Public Notification and Consultation Policy. There was no public comment received online.

Technical Agency/Public Body Comments

Summary of Comments –Technical

N/A

APPLICATION PROCESS TIMELINE STATUS

This Site Plan application was processed by the On Time Decision Date. The Council approved timeline has been met.

Contact: James Ireland, Tel: 343-999-6367 or e-mail: james.ireland@ottawa.ca

Document 1 – Location Map

