



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

Site Location: 1994 St. Joseph Boulevard

File No.: D07-12-21-0021

Date of Application: February 18, 2021

This SITE PLAN CONTROL application submitted by Robert Woodman, on behalf of Monte Pickard, is APPROVED as shown on the following plan(s):

1. Site Plan, Drawing No. Blank, prepared by Woodman Architect & Associates Ltd., dated 04 June 2021, revision 2 dated 12/01/21.
2. Site Details, Drawing No. A100a, prepared by Woodman Architect & Associates Ltd., dated 04 June, 2021, revision 2 dated 01/12/23.
3. North Elevation, Drawing No. A-200, prepared by Woodman Architect & Associates Ltd., dated 20 April, 2020, revision 2 dated 05/20/24.
4. South Elevation, Drawing No. A-201, prepared by Woodman Architect & Associates Ltd., dated 20 April, 2020, revision 2 dated 05/20/24.
5. West Elevation, Drawing No. A-203, prepared by Woodman Architect & Associates Ltd., dated 20 April, 2020, revision 2 dated 05/20/24.
6. East Elevation, Drawing No. A-202, prepared by Woodman Architect & Associates Ltd., dated 20 April, 2020, revision 2 dated 05/20/24.
7. Landscape Plan, Drawing No. L1, prepared by James B. Lennox & Associates Inc. Landscape Architects, dated April 20, 2021, revision 9 dated 06/19/2023.
8. Site Servicing Plan, Drawing No. SSP-1, prepared by Stantec, dated 20.01.15, revision 6 dated 24.05.15.
9. Existing Conditions Plan, Drawing No. EX-1, prepared by Stantec, dated 20.01.15, revision 6 dated 24.05.15.
10. Grading Plan, Drawing No. GP-1, prepared by Stantec, dated 20.01.15, revision 6 dated 24.05.15.

11. Erosion Control Plan and Detail Sheet, Drawing No. EC/DS-1, prepared by Stantec, dated 20.01.15, revision 6 dated 24.05.15.
12. Storm Drainage Plan, Drawing No. SD-1, prepared by Stantec, dated 20.01.15, revision 6 dated 24.05.15.
13. Reinforcement to Existing Retaining Wall Details (South Wall), Drawing No. S9, prepared by Daido Group Inc. Structural Engineers, dated January 2021, revision 3 dated August 28, 2024.
14. Reinforcement to Existing Retaining Wall Details (South Wall), Drawing No. S10, prepared by Daido Group Inc. Structural Engineers, dated January 2021, revision 3 dated August 28, 2024.
15. Side Wall Details (East Wall), Drawing No. S11, prepared by Daido Group Inc. Structural Engineers, dated January 2021, revision 3 dated August 28, 2024.
16. Footing Insulation Detail for Cast in Place Retaining Wall Extension, Drawing No. 190361-A1, prepared by Kollaard Associates Engineers, dated August 28, 2024, revision 1 dated October 7, 2024.
17. Temporary Support of Watermain, Drawing Numbers: Sp1 to Sp5, prepared by Daido Group Inc. Structural Engineers, dated January 22, 2023.

And as detailed in the following report(s):

1. Phase II Environmental Site Assessment, 1994 St. Joseph Boulevard, Orleans, prepared by Kollaard Associates Engineers, dated October 25, 2019.
2. Phase I Environmental Site Assessment, 1994 St. Joseph Boulevard, Orleans, prepared by Kollaard Associates Engineers, dated June 13, 2019.
3. Geotechnical Investigation, Proposed Commercial Development, 1994 St. Joseph Boulevard, Orleans City of Ottawa, Ontario, prepared by Kollaard Associates Engineers, dated June 21, 2019.
4. Geotechnical Field Report, Test Pits, 1994 St. Joseph Boulevard, prepared by Kollaard Associates Engineers, dated 08/19/24.
5. Retaining Wall Calculations - Detailed Report, 1994 St. Joseph Boulevard, prepared by Daido Group Inc. Structural Engineers, dated August 28, 2024.
6. Site Servicing and Stormwater Management Report – 2-Storey Chiropractic Office, 1994 St. Joseph Boulevard, prepared by Stantec, dated July 17, 2020.
7. Orlean Physiotherapy, 1994 St. Joseph Blvd., Ottawa, ON, Memo re. Noise Study, prepared by Environmental Engineering Consultants Ltd. Professional Engineers and Project Managers, dated April 20, 2021.

8. 1994 St. Joseph Boulevard Transportation Impact Statement, prepared by Stantec, dated January 5, 2021.
9. 1994 St. Joseph St. TIA Memo, prepared by Stantec, dated January 5, 2021.

And subject to the following General and Special Conditions:

General Conditions

1. **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.

2. **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.

3. **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.

4. **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.

5. **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, Development and Building Services. Such sidewalk(s) shall be constructed to City Standards.

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.

8. **Development Charges**

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

Special Conditions

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, Development and Building Services, 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, 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, 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.

10. **Permanent Features**

The Owner acknowledges and agrees that no permanent features shall be permitted above and below grade within the City's right-of-way, including

commercial signage, except as otherwise shown on the approved Site Plan referenced in Schedule E” herein.

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, Development and Building Services.

12. **Private Approach Detail (Alternate #2)**

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.

13. **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. The Professional Engineer shall prepare a letter to the General Manager, Planning, Development and Building Services (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, Development and Building Services.
- (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 number, 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, and shall be based on the following matters:
 - (i) Actual site visits, inspection, testing and actual sound level readings at the receptors;

- (ii) Previously approved Detailed Noise Control Studies, Site Plan and relevant approved Certification Letters (C of A) or Noise thresholds of the City's Environmental Noise Control Guidelines; and
- (iii) Non-conditional final approval for release for occupancy.

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

14. **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, 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.

15. **Retaining Wall**

The Owner agrees to submit to the General Manager, Planning, Development and Building Services, prior to issuance of a building permit, details of the retaining walls which are greater than one meter in height, as shown on the approved Grading Plan referenced in Schedule "E" hereto, which shall be designed and prepared by a Professional Structural Engineer, licensed in the Province of Ontario, to the satisfaction of the General Manager, Planning, Development and Building Services. The Owner shall provide confirmation to the General Manager, Planning, Development and Building Services that the Professional Structural Engineer has inspected and confirmed that the retaining walls have been constructed in accordance with the approved retaining wall details. The Owner further acknowledges and agrees that per the Property Standards Bylaw (By-law No. 2013-416) the retaining wall shall be kept: in good repair; free from accident hazards; so as not to present an unsightly appearance; stable; vertical, unless specifically designed to be other than vertical; and free of barbed wire.

16. **Retaining Wall – Stability**

The Owner acknowledges and agrees to install the proposed retaining walls in accordance with the approved Retaining Wall Design for 1994 St-Joseph Blvd and as shown on the approved Grading Plan, both referenced in Schedule "E" hereto. The Owner shall provide written confirmation, satisfactory to the General Manager, Planning, Development and Building Services, that a Geotechnical Engineer/Professional Structural Engineer, licensed in the Province of Ontario, has inspected and confirmed that the retaining walls have been constructed in accordance with the said approved Retaining Wall Design for 1994 St-Joseph Blvd.

The Owner further acknowledges and agrees to provide an Internal Compound Stability (ICS) analysis from a Geotechnical Engineer / Professional Structural Engineer, licensed in the Province of Ontario, that all retaining walls, which are greater than one meter in height have been checked for global stability, have a factor of safety of at least 1.5 for static conditions and 1.1 for seismic conditions is achieved, which shall be to the satisfaction of the General Manager, Planning, Development and Building Services. The report shall provide structural details of the retaining wall(s).

The Owner further acknowledges and agrees to retain the services of a Professional Structural Engineer and a Soils Engineer, licensed in the Province of Ontario, to inspect any retaining walls on the subject lands and confirm that the retaining walls have been constructed in accordance with the approved retaining wall details.

17. **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 St-Joseph Blvd 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 St-Joseph Blvd 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 Insert Road Name and Insert Road Name and compensate the City for the full amount of any required repairs to the City Sewer System.

18. **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.

19. **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.

20. **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 Site Servicing and 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.

21. **Off-Site Contamination Management Agreement**

The Owner acknowledges and agrees that where contamination emanating from the site and impacting the City's rights-of-way is discovered during the course of the Works, the Owner shall notify the Manager, Realty Services immediately in writing and agrees to enter into an Off-Site Management Agreement with the City to address the contamination in the rights-of-way. The Owner shall be responsible for all associated costs with the Off-Site Management Agreement, which agreement shall be to the satisfaction of the General Manager, Planning, Development and Building Services.

22. **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:

- (b) 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.

23. **Vibration Monitoring**

The Owner agrees and acknowledges that prior to commencing site alteration or construction that vibration monitoring shall be undertaken by a Professional Engineer licensed in the province of Ontario. Vibration levels shall not exceed those determined by the City and Province to cause damage to adjacent buildings and structures. The Owner may consider offering pre-construction surveys to adjacent/abutting properties, to validate damage claims or indemnify and save harmless. The Owner agrees to maintain vibration monitoring records during construction, which shall be made available to the General Manager, Planning, Development and Building Services upon request. The Owner agrees and acknowledges that the City shall be indemnified from any damage claims resulting from construction activities.

24. **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.

25. **Snow Storage - Setback**

In addition to the provisions set out in Clause 17 of Schedule "C" to this Agreement, the Owner acknowledges and agrees that no snow storage will occur within the fifteen (15 m) metre setback from the top bank of the watercourse, pursuant to the City's Zoning By-Law 2008-250, as amended.

26. **Waste Collections**

The Owner acknowledges and agrees that garbage, recycling, and organic waste

collection will not be provided by the City and it shall make appropriate arrangements with a private contractor for garbage, recycling, and organic waste collection at the Owner's sole expense. The Owner shall consult a private contractor regarding any access requirements for garbage and/or recycling and organic waste collection.

27. Cash-In-Lieu of Conveyance of Parkland

Prior to registration of the Site Plan Agreement, the Owner acknowledges and agrees to pay cash-in-lieu of conveyance of parkland as referenced in Schedule "B" herein for 1994 St. Joseph Boulevard. Pursuant to the City's Parkland Dedication By-law, being By-law No. 2022-280, as amended, 2% of the valuation of the lands will be collected in the sum of \$18,500.00. 40% of said funds collected shall be directed to City-wide account 830015, and 60% shall be directed to Ward 2 Account 830291. The Owner shall also pay the parkland appraisal fee of \$820.00 plus H.S.T. of \$106.60, as referenced in Schedule "B" herein.

October 23, 2024



Date

John Sevigny, C.E.T.
Acting Manager, Development Review
East, Planning, Development and
Building Services Department

Enclosure: Site Plan Control Application approval – Supporting Information

SITE PLAN CONTROL APPROVAL APPLICATION SUPPORTING INFORMATION

File Number: D07-12-21-0021

SITE LOCATION

1994 St. Joseph Boulevard, and as shown on Document 1.

SYNOPSIS OF APPLICATION

The subject property is located on the southeast side of St. Joseph Boulevard and Jeanne d'Arc Boulevard South. The property has a frontage of 31.34 metres on the south side of St. Joseph Boulevard, a depth of approximately 51 metres and an area of 1,459.6 square metres. The property is roughly rectangular in shape and vacant. To the north, east and west, there are existing low-rise commercial and office uses. To the south residential uses exist a higher plane – approximately 4 metres higher.

The subject site will require a retaining wall at its southern perimeter.

This approval is for a Site Plan Control application of a two-storey personal services building, including surface parking at 1994 St. Joseph Boulevard. The proposed gross floor area (GFA) of the building is approximately 582 square metres. There are twenty-four parking spaces proposed at grade on the lot. The building has fenestration proposed on both levels along its northern elevation.

Related Applications

N/A

DECISION AND RATIONALE

This application is approved for the following reasons:

- The proposal meets the policies of the Corridor – Mainstreet designation of the Official Plan
- The proposal meets the policies of the St. Joseph Mainstreet Corridor designation within the Orleans Corridor Secondary Plan.
- The proposed use is a permitted use within the AM3 zone.

- With Minor Variance File No. D08-02-22/A-00084's approval, the proposal is in conformity with the AM3 zone
- Proposal represents good site 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 Laura Dudas is aware of the application related to this report.

Public Comments

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




APPLICATION PROCESS TIMELINE STATUS

This Site Plan application was not processed by the On Time Decision Date due to the complexity of engineering issues related to the retaining wall and minor variances required.

Contact: Shoma Murshid Tel: 613-580-2424, ext. 15430 or e-mail: Shoma.Murshid@ottawa.ca

Document 1 – Location Map



		LOCATION MAP / PLAN DE LOCALISATION SITE PLAN / PLAN D'EMPLACEMENT	
D07-12-21-0021	21-0228-D	 1994 boul. St. Joseph Boulevard	
I:\COV2021\Site\St_Joseph_1994			
<small>©Parcel data is owned by Teranet Enterprises Inc. and its suppliers All rights reserved. May not be produced without permission THIS IS NOT A PLAN OF SURVEY</small>			
<small>©Les données de parcelles appartient à Teranet Enterprises Inc. et à ses fournisseurs. Tous droits réservés. Ne peut être reproduit sans autorisation. CE CI N'EST PAS UN PLAN D'APPRENTISSAGE</small>			
REVISION / RÉVISION - 2021 / 03 / 05			