



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

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Site Location: 352 Somerset Street West

File No.: D07-12-22-0003

Date of Application: June 9, 2023

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This SITE PLAN CONTROL application submitted by Chmiel Architects c/o Richard Chmiel, on behalf of TKS Holdings c/o Tony Kue, is APPROVED as shown on the following plan(s):

1. **Site Plan**, Drawing No. Sp-01, prepared by Chmiel Architects, dated 23-01-16, revision 9 dated 24-02-13.
2. **Building Elevations**, Drawing No. A200, prepared by Chmiel Architects, dated 23-02-08, revision 8 dated 24-02-13.
3. **Landscape Plan**, Drawing No. L.1, prepared by James B. Lennox & Associates Inc., dated April, 2023, revision 3 dated 02/14/2024.
4. **Site Servicing Plan**, Drawing Number 004-21038-S1, prepared by Ainley Group, dated AUG 2022, revision 4 dated JUL 17/24.
5. **Stormwater Management Plan**, Drawing Number 003-21038-SWM1, prepared by Ainley Group, dated AUG 2022, revision 4 dated JUL 17/24.
6. **Ex Conditions and Removals Plan**, Drawing Number 001-21038-EX1&REM1, prepared by Ainley Group, dated AUG 2022, revision 4 dated JUL 17/24.
7. **Grading and Sediment Erosion Control Plan**, Drawing Number 002-21038-GR1, prepared by Ainley Group, dated AUG 2022, revision 4 dated JUL 17/24.

And as detailed in the following report(s):

1. **Site Servicing & Storm Water Management Report, Three-Storey Residential Building, 352 Somerset Street, Ottawa, ON**, prepared by Ainley Group, dated March 29, 2023, revised July 29, 2024.

2. **Roadway Traffic Noise Assessment, 352 Somerset Street, Ottawa, Ontario**, prepared by Gradient Wind, dated July 24, 2023.
3. **Phase I – Environmental Site Assessment, 352 Somerset Street West, Ottawa, Ontario**, prepared by Paterson Group, dated December 20, 2021.
4. **Geotechnical Investigation, Proposed Mixed-Use Building, 352 Somerset Street West, Ottawa, Ontario**, prepared by Paterson Group, revised August 10, 2023.
5. **Geotechnical Response to City Comments, Proposed Mixed-Use Building, 352 Somerset Street West, Ottawa**, prepared by Paterson Group, dated August 10, 2023.

And subject to the following Requirements, General and Special Conditions:

### **Requirements**

1. The Owner shall submit a certificate of insurance in a form satisfactory to the City. The certificate of insurance must be issued in favor of the City of Ottawa in an amount not less than five million dollars per occurrence, must contain an endorsement naming the City as an additional insured and an unconditional thirty days' notice of any material change or cancellation of the policy.

### **Scoped Site Plan Agreement Conditions**

#### **1. Lapsing of Approval**

The Owner shall enter into this Scoped Site Plan Control Agreement, including all standard and special conditions, financial and otherwise, as required by the City. In the event that the Owner fails to sign this Agreement, 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. Development Charges**

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

#### **3. Parkland Dedication**

- (a) The Owner acknowledges and agrees that the conveyance requirement to the City is 31.69 square metres.
- (b) The Owner covenants and agrees that the conveyance requirement has been calculated at the rate set out below in accordance with the Parkland Dedication By-law, being By-law No. 2022-280, as amended:
  - (i) For cash-in-lieu of conveyance of parkland (residential > 18 units/net ha):

- i. One hectare per 1,000 net residential units but shall not exceed a maximum of 10% of the gross land area where less than or equal to five hectares.
- ii. Where land is developed for a mix of uses within a building, the conveyance requirement shall be the cumulative sum for each use, as calculated using the applicable rate prorated proportionally to the gross floor area allocated to each use;

**Conveyance Requirement Table (mixed-use buildings):**

<b>Gross Land Area (GLA)</b>	583.27 m <sup>2</sup>		
<b>Net gain in residential units</b>	14 units		
<b>Total Gross Floor Area (GFA)</b>	1776.4m <sup>2</sup>		
<b>Proportion of GFA allocated to each use</b>	Residential	54.33 %	
	Commercial	N/A% - deemed existing	
<b>Development Type</b>	<b>Calculation</b>	<b>% of GFA allocated to use</b>	<b>Conveyance Requirement (m<sup>2</sup>)</b>
<b>Residential &gt; 18 units/net hectare</b>	14 units @ 10sq.m. per net residential unit conveyance of land (140 m <sup>2</sup> ), not to exceed 10% of the gross land area for sites<ha (.58.33 m <sup>2</sup> )	54.33%	31.69 m <sup>2</sup>
<b>Commercial</b>	2% of Gross Land Area	N/A% - deemed existing	n/a m <sup>2</sup>
<b>Total Conveyance Requirement</b>			31.69 m <sup>2</sup>

**4. 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. Pursuant to the City’s Parkland Dedication By-law, being By-law No. 2022-280, as amended, 40% of said funds collected shall be directed to City wide funds, and 60% shall be directed to Ward 14 funds. 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.

**5. On-Site Parking**

The Owner acknowledges and agrees that units within the proposed building(s) will not be provided with on-site parking. In the event any future tenant or

purchaser wishes to have parking, the Owner acknowledges that alternative and lawful arrangements will need to be made to address parking needs at an alternate location and such arrangements are solely the responsibility of the person seeking parking. The Owner further acknowledges and agrees the availability and regulations governing on-street parking vary; that access to on-street parking, including through residential on-street parking permits issued by the City cannot be guaranteed now or in the future; and that a tenant or purchaser intending to rely on on-street parking for their vehicle or vehicles does so at their own risk.

6. **Notice on Title – On-site Parking**

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 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 may need to be made to address their parking needs at an alternate location and that such arrangements are solely the responsibility of the person seeking parking. The purchaser/lessee acknowledges that the availability and regulations governing on-street parking vary; that access to on-site street parking, including through residential on-street parking permits issued by the City of Ottawa, cannot be guaranteed now or in the future; and that the purchaser/lessee intending to rely on on-street parking for their vehicle or vehicles does so at their own risk."

"The purchaser/lessee covenants with the vendor/lessor that the above 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. **Noise Control Attenuation Measures**

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

- (a) each unit is to be equipped with 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) prior to the issuance of a building permit, a review of building components (windows, walls, doors) is required and must be designed to achieve indoor sound levels within the City's and the Ministry of the Environment, Conservation and Parks' noise criteria. A letter shall be prepared by a qualified professional and provided to the General Manager, Planning, Development and Building Services confirming the plans submitted for building permit issuance have incorporated any and all mitigation measures to achieve the required indoor sound levels;
- (d) upon completion of the development and prior to occupancy and/or final building inspection, a professional engineer, licensed in the Province of Ontario with expertise in the subject of acoustics related to land use planning, shall be retained to visit the lands, inspect the installed noise control measures and satisfy themselves that the installed recommended interior noise control measures comply with the measures in the Roadway Traffic Noise Assessment referenced in Schedule "E" hereto. The professional engineer shall prepare, sign and stamp a letter to the General Manager, Planning, Development and Building Services (the "Certification Letter") stating that they certify acoustical compliance with all requirements of the applicable conditions in this Agreement, to the satisfaction of the General Manager, Planning, Development and Building Services.

8. **Notice on Title – Noise Control Attenuation Measures**

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:

Type D – Central Air Conditioning

"The purchaser/lessee for themselves, their heirs, executors, administrators, successors and assigns, acknowledges being advised that this dwelling unit has been supplied with a central air conditioning system which will allow windows and exterior doors to remain closed, thereby ensuring that the indoor sound levels are

within the City of Ottawa's and the Ministry of the Environment, Conservation and Parks' noise criteria."

"The purchaser/lessee covenants with the vendor/lessor that the above clauses, verbatim, shall be included in all subsequent agreements of purchase and sale and lease agreements for the lands described herein, which covenant shall run with the said lands."

**And subject to the following General and Special Conditions through Letter of Undertaking:**

**General Conditions**

9. **Execution of Letter of Undertaking**

The Owner shall execute the City's standard Letter of Undertaking and satisfy the conditions contained within this Delegated Authority Report. In the event the Owner fails to execute the required Letter of Undertaking, submit any required fees and/or securities within three (3) years, and attain permits, this approval shall lapse.

10. **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.

11. **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.

12. **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.

13. **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**

### **14. 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.

### **15. 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, Development and Building Services.

### **16. Works on City Road Allowances**

Any Works required to be done by the Owner on City road allowances shall be according to the specifications and by-laws of the City. The Owner, or its contractor, shall be required to obtain all the necessary permits for road cuts prior to the disruption of the City road allowance and it is further understood and agreed that the aforementioned cuts shall be reinstated to the satisfaction of the Director, Infrastructure Services.

17. **Video Examination**

Video examination of the 525mm dia. storm and the 450mm dia. sanitary sewer shall be submitted to the General Manager, Planning, Development and Building Services, at the Owner's expense, before final Acceptance or Approval of the Works.

18. **Testing**

The Owner may be required by the City to perform qualitative and quantitative testing, at the Owner's expense, of any materials which have been or are proposed to be used in the construction of any of the Works required by this Agreement to determine whether they are in conformity with applicable standards as determined by the General Manager, Planning, Development and Building Services.

19. **Provision of As-Built Drawings**

The Owner shall supply to the General Manager, Planning, Development and Building Services, one set of mylar or plastic film as-constructed road, grading and service drawings including the location of all Works, certified under seal by a Professional Engineer, licensed in the Province of Ontario, for City records upon Acceptance and Approval of the Works. Furthermore, the Owner shall provide the As-built Drawings and the attribute data for the Works in a form that is compatible with the City's computerized systems.

20. **Private Access**

The Owner acknowledges and agrees that all private accesses to Roads shall comply with the City's Private Approach By-Law being By-Law No. 2003-447 as amended, or as approved through the Site Plan control process.

21. **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.

22. **Traffic Management Plan**

Should the property Owner wish to use a portion of the city's road allowance for construction staging, prior to obtaining a building permit, the property Owner must obtain an approved Traffic Management Plan from the Manager, Traffic Management, Transportation Services Department. The city has the right for any reason to deny use of the Road Allowance and to amend the approved Traffic Management Plan as required.



23. **Exterior Elevations Drawings**

The Owner acknowledges and agrees to construct the proposed building in accordance with the approved Building Elevations Plan.. The Owner further acknowledges and agrees that any subsequent proposed changes to the approved plans shall be filed with the General Manager, Planning, Development and Building Services and agreed to by both the Owner and the City prior to the implementation of such changes. No amendment to this Letter of Undertaking shall be required.

24. **Waste Collection**

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.

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

The Owner acknowledges and agrees that all tree planting on City-owned lands will have a 5-year warranty period and that within that 5-year period, the Director of Parks, Forestry and Stormwater Services or their designate can require the replacement of any tree that is declining and has a low probability of surviving to maturity.

26. **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") 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.

27. **Geotechnical – Encroachments**

The Owner acknowledges and agree that the Geotechnical Investigation has recommended a method of shoring that may encroach onto the adjacent property or onto the City's Somerset and or Bank Street right-of way. The Owner acknowledges and agrees that it shall be required to obtain the approval of the adjacent property owner and/or receive municipal consent for any Works within the said Road, prior to the installation of any encroachments. The Owner acknowledges and agrees that for encroachments within the said Road, the Owner shall ensure that there will be no conflicts between the proposed shoring method and the municipal services or utilities in the said Road.

28. **Sewer Service Lateral Inspection**

Prior to issuance of a building permit, the Owner shall, at its expense, obtain a video inspection of the existing storm and sanitary service laterals to be reused to determine the condition of the existing sewer service laterals and to provide said video inspection to the General Manager, Planning, Development and Building Services. The Owner must also provide to the General Manager, Planning, Development and Building Services a stamped memorandum by a Professional Engineer confirming that the existing sewer service laterals are in good condition and adequate for reuse.

29. **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.

30. **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.

31. **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.

October 11, 2024

\_\_\_\_\_  
Date



\_\_\_\_\_  
Andrew McCreight  
Manager, Development Review, Central  
Planning, Development and Building Services  
Department

Enclosure: Site Plan Control Application approval – Supporting Information

**SITE PLAN CONTROL APPROVAL APPLICATION  
SUPPORTING INFORMATION**

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**File Number:** D07-12-22-0003

**SITE LOCATION**

352 Somerset Street West, and as shown on Document 1.

**SYNOPSIS OF APPLICATION**

352 Somerset Street West is located on the south-east corner of Bank Street and Somerset Street West in Centretown. The property is approximately 583 square metres in size and is currently occupied by a vacant designated heritage building. The property has frontages on both Bank Street and Somerset Street West. Surrounding the property are commercial- and mixed-use buildings and parking lots. The building on the property is designated under Part V of the *Ontario Heritage Act* and is known as Somerset House. It is located in the Centretown Heritage Conservation District.

The proposed redevelopment will involve the retention and restoration of the existing vacant building and the construction of an addition with frontage on Somerset Street West at the rear. The new building will be rectangular in shape and built to the full extent of its lot boundaries. It will include two ground-floor commercial units with access from Bank Street and Somerset Street West. Loading and deliveries will be accommodated by an existing rear laneway running between Somerset Street West and Maclaren Street. 14 residential units will be located above on the second and third storeys and a partial mezzanine level. Seven bicycle parking spaces are proposed on the ground floor and no vehicular parking is proposed. No indoor or outdoor amenity space is proposed.

**Residential Units and Types**

<b>Dwelling Type</b>	<b>Number of Units</b>
Apartment	14

**Related Applications**

The following applications are related to this proposed development:

- Zoning By-law Amendment – D02-02-23-0036

## **DECISION AND RATIONALE**

This application is approved for the following reasons:

- The proposal includes the retention and restoration of the portion of the existing historic building that remains and the construction of a low-rise addition at the rear with frontage along Somerset Street West. The proposed height and mass of the building is permitted and supported by the Official Plan, Secondary Plan and CDP and will include uses that will strengthen the roles of Bank Street and Somerset Street West as traditional mainstreets in the Downtown Core.
- The proposal is consistent with the site-specific zoning exception approved by City Council on September 27, 2023 ([ACS2023-PRE-PS-0092](#)), which permits a reduced rear yard setback, reduced minimum amenity space requirements and relief from the Heritage Overlay.
- Standards of approval are proposed to ensure the orderly development of the proposed addition.
- The proposed site design represents good planning.

## **PARKLAND DEDICATION**

Parkland dedication, in accordance with By-law 2022-280, is being satisfied within this approval through the taking of cash-in-lieu of parkland as detailed in the above conditions.

## **CONSULTATION DETAILS**

### **Councillor's Comments**

Councillor Ariel Troster was 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 were public comments received online and staff considered these comments.

### **Technical Agency/Public Body Comments**

#### Summary of Comments – Technical

N/A

### **Advisory Committee Comments**

#### Summary of Comments – Advisory Committees

N/A



## **APPLICATION PROCESS TIMELINE STATUS**



This Site Plan application was not processed by the On Time Decision Date due to the complexity of issues relating to heritage preservation and engineering.

**Contact:** Adrian van Wyk Tel: 613-580-2424, ext. 21607 or e-mail:  
[Adrian.vanWyk@ottawa.ca](mailto:Adrian.vanWyk@ottawa.ca).

# Document 1 – Location Map



		LOCATION MAP / PLAN DE LOCALISATION ZONING KEY PLAN / SCHÉMA DE ZONAGE SITE PLAN / PLAN D'EMPLACEMENT	
D02-02-23-0036	23-0408-D		
D07-12-22-0003			
I:\CO\2023\ZKP\Somerset_352			
<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. CECI N'EST PAS UN PLAN D'ARPENTAGE</small>			
REVISION / RÉVISION - 2021 / 03 / 25		Entire map area is affected by the Mature Neighbourhoods Overlay (section 139) / Tout le secteur de la carte est touché par la Zone sous-jacente de quartiers établis (article 139)	
			

-  **rue 352 Somerset Street O.W.**
-  Heritage (Section 60)  
Patrimoine (Article 60)