



The Town of Niagara-On-The-Lake

Department of Community
& Development Services
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1593 Four Mile Creek Road
P.O. Box 100
Virgil, Ontario
L0S 1T0

Report:	CDS-21-010	Committee Date:	May 03, 2021
		Due in Council:	May 17, 2021

Report To:	Community & Development Advisory Committee
Subject:	SP-10-2020 - 100 John Street East Application for Site Plan Approval

1. RECOMMENDATION

It is respectfully recommended that:

- 1.1 The application for Site Plan Approval (File No. SP-10-2020), for lands known municipally as 100 John Street East, be approved;
- 1.2 The Site Plan Agreement, attached as **Appendix III** to this report, be forwarded to Council for approval; and
- 1.3 The owner enters into the Site Plan Agreement with the Town and the Town registers the agreement on the title of the subject lands.

2. PURPOSE / PROPOSAL

This report provides recommendations to Council regarding an application under the *Planning Act* for Site Plan Approval to satisfy a requirement of a related Zoning By-law Amendment (File ZBA-14-2020) for a Country Inn with four rented rooms on the subject lands.

3. BACKGROUND

3.1 Site Description and Surrounding Land Use

The property is located on the southwest corner of John Street East and Charlotte Street, in the urban area of Old Town. The property has lot frontage of approximately 22.85 metres (75 feet) along Charlotte Street and an area of 591.7 square metres (0.146 acres). The subject property is surrounded by residential uses, as well as open space to the north. The location of the subject lands is shown on **Map 1** in **Appendix I** to this report. The subject lands have operated as a three-room Bed and Breakfast establishment since 2004.

3.2 Concurrent Applications

An application for Zoning By-law Amendment (File ZBA-14-2020) has also been submitted concurrently for review with the Site Plan Approval in accordance with Town requirements. Council passed the Zoning By-law Amendment on April 26, 2021. The notice of this decision has been provided with the final date of appeal on May 19, 2021.

4. DISCUSSION / ANALYSIS

4.1 Policy and Legislative Framework

The proposed Site Plan Amendment has been reviewed for consistency and conformity with the relevant Provincial, Regional, and local planning policies and legislation, as discussed in the following sections.

4.1.1 *Planning Act, R.S.O. 1990, c. P.13*

Section 2 of the *Planning Act* identifies matters of Provincial interest that Council shall have regard to in carrying out its responsibilities under the *Planning Act*. Subsection 3(5) of the *Planning Act* requires that decisions of Council shall be consistent with provincial policy statements and shall conform with provincial plans that are in effect.

Section 41 of the *Planning Act* permits a municipality to designate a Site Plan Control area. Section 41(4) of the *Planning Act* provides that no development can be undertaken within the Site Plan Control Area, unless Council has approved plans of the proposed development. Section 41(7) of the *Planning Act* outlines a range of conditions that a municipality may require, including a requirement that the owner enter into an agreement with the municipality so that development proceeds in accordance with the approved plans and required facilities and works are provided.

Subject to the analysis provided in the following sections of this Report, Staff consider the proposed Site Plan Amendment to comply with the provisions of the *Planning Act*.

4.1.2 Provincial and Regional Planning Documents

The proposed Country Inn use of the subject lands was reviewed for consistency and conformity with Provincial and Regional planning policies as part of the process to amend the Zoning By-law. Staff are of the opinion that the change of use to a Country Inn for the existing building is consistent with and conforms to these plans and policies, as applicable.

4.1.3 Town of Niagara-on-the-Lake Official Plan, 2017 Consolidation, as amended

The subject lands are designated "Established Residential" on Schedule B and "Built-up Area" on Schedule I-1 of the Town of Niagara-on-the-Lake Official Plan, 2017 Consolidation, as amended. Staff is satisfied that the proposal appropriately addresses the Official Plan policies to accommodate a Country Inn with four rented rooms on the property, as previously addressed through the rezoning application process.

4.1.4 Zoning By-law Amendment 4316-09, 2016 Consolidation, as amended

The subject lands are proposed to be zoned "Old Town Community Zoning District - Established Residential (ER-97) Zone", on Schedule A-2 of the Town of Niagara-on-the-Lake Zoning By-law 4316-09 (2016 Consolidation, as amended) through By-law 4316DY-21. This site-specific zoning is currently subject to an appeal period following Council's approval. The proposed Site Plan satisfies the applicable Zoning By-law requirements.

4.2 Circulation Comments

Town Departments and agencies have no objections to the application.

4.3 Staff Review

The Site Plan and Site Plan Agreement are attached as **Appendix II** and **Appendix III** to this report. The Site Plan reflects the existing conditions on the property - there are no changes to the buildings, landscaping/open space or parking area proposed through this application. Staff recommend approval of the application.

5. Strategic Plan

- Protect Distinctive Community Assets**
 - Preserve unique community elements
 - Close gap on capital investments
 - Recognize the importance of tourism in Niagara-on-the-Lake
 - Other
- Deliver Smart Balanced Growth**
- Create a Culture of Customer Service Excellence**
- Excel in a Positive Workplace**
- Strengthen 2-Way Communications**
- Not Applicable**

6. OPTIONS

Not applicable.

7. FINANCIAL IMPLICATIONS

The owner is responsible for all costs associated with the development including the legal costs to register the Site Plan Agreement.

8. COMMUNICATIONS

The owner will be notified of Council's decision. If the owner is not satisfied with any of the conditions of approval, or if Council refuses the application, the applicant has the right to appeal the decision to the Local Planning Appeal Tribunal, and this right does not expire.

9. CONCLUSION

Community & Development Services Staff recommend approval of the Site Plan Application (File No. SP-10-2020) as the application meets *Planning Act* requirements, is consistent with the Provincial Policy Statement and conforms with the Growth Plan, the Regional Official Plan and the Town Official Plan.

Respectfully submitted,



Anthony Cicchi,
Planner I



Rick Wilson, MCIP, RPP
Manager of Planning



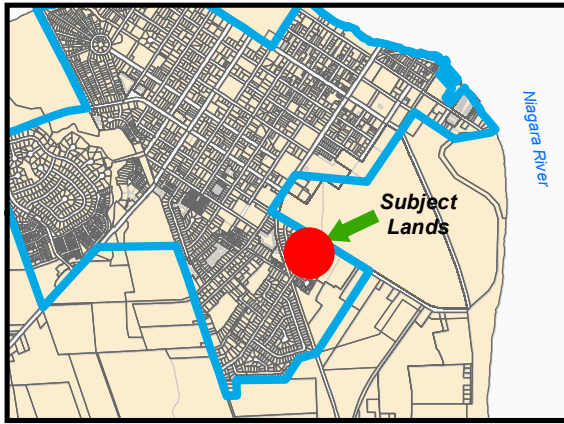
**Craig Larmour, MCIP, RPP
Director, Community &
Development Services**



**Marnie Cluckie, MS.LOD, B.ARCH, B.ES
Chief Administrative Officer**

First Capital of Upper Canada - 1792

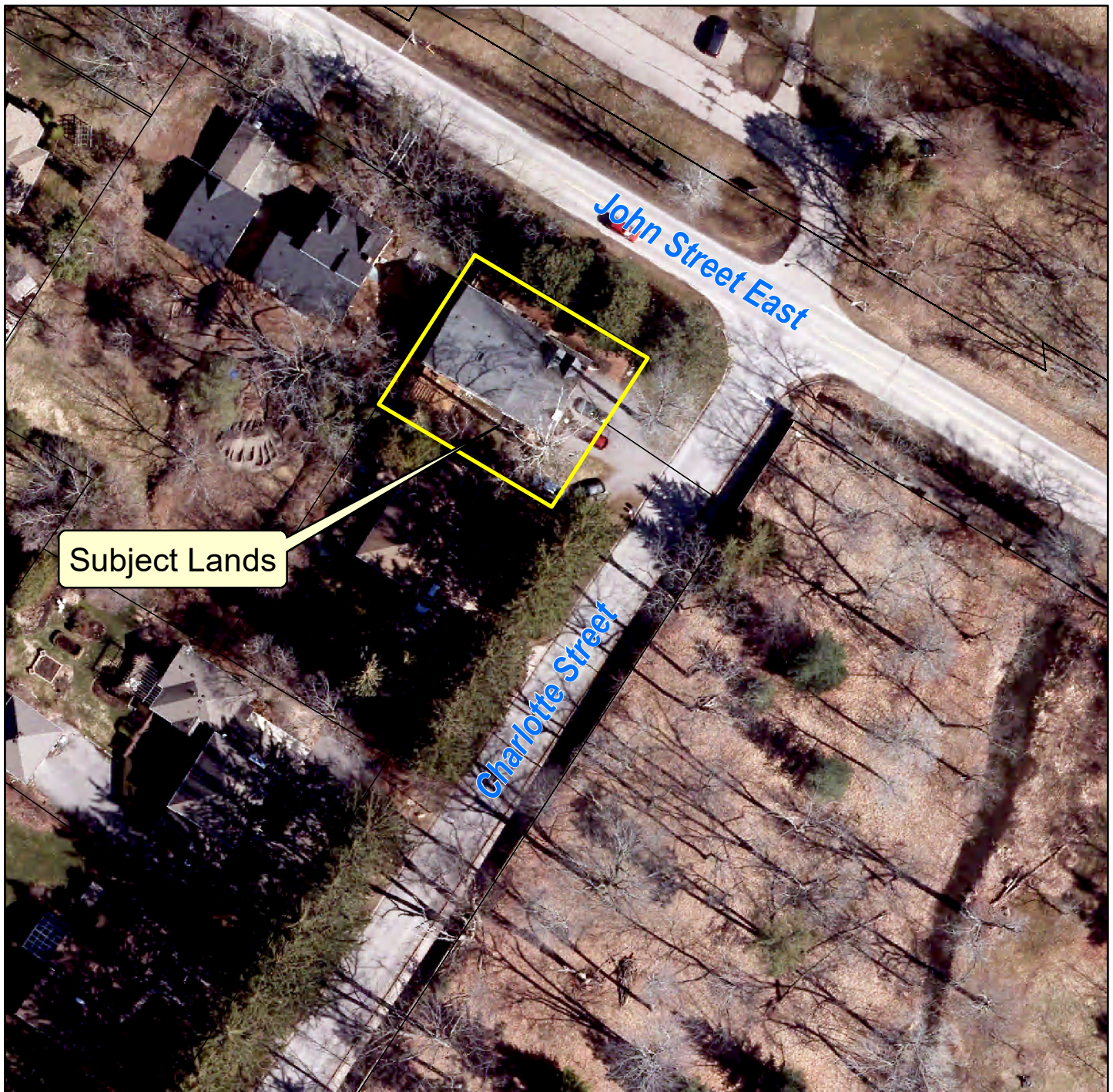
Key Map



MAP 1: LOCATION
100 John Street East
File No: SP-10-2020

A north arrow pointing upwards and a scale bar showing 0, 5, 10, and 20 meters.

1:750





KEY MAP

SITE STATISTICS

Lot Area	591,7 sm
Total Unit	1 single detached dwelling unit
Site Density	6,8 units/hectare
Gross Floor Area	Approx. 488,7 sm
No. of Guest Rooms	4

ZONING MATRIX

REGULATION	REQUIRED	PROPOSED	COMPLIANCE
Min. Front Yard Setback	7,5 m	5,11 m	Legal Non-Compliance
Garage Setback from Front Lot Line	8,5 m	5,7 m	Legal Non-Compliance
Min. Rear Yard Setback	7,5 m	2,07 m	Legal Non-Compliance
Max. Projection of Uncovered Deck into Interior Side Yard	0,6 m	5,3 m	Legal Non-Compliance
Min. Interior Side Yard Setback	1,22 m	7,61 m	Yes
Maximum Building Height	10 m	Approx. 9,6 m	Yes
Min. rear and interior side yard setback for accessory buildings	1,52 m	Min. 2 m	Yes
Max. Lot Coverage	33%	32,1% (189,66 sm)	Yes
Min. Landscaped Open Space	30%	51,7% (305,9 sm)	Yes
Min. Exterior Side Yard Setback	4,5 m	4,68 m	Yes
Min. Accessory Bulking Exterior Side Yard Setback	4,5 m	NA	NA
Outdoor Amenity Area	144 sm	253,1 sm	Yes
Parking in Front Yard	Not Allowed	4 parking spaces	No
Tandem Parking	Not Allowed	2 tandem parking spaces	No
Min. Parking Dimension	2,75 m x 6,0 m	2,75 m x 5,5 m (Parking spaces # 5, 6) 2,75 m x 5,0 m (Parking space # 4)	No
Parking Space Requirement	6 spaces	6 spaces	Yes

SITE PLAN

ZONING BY-LAW AMENDMENT & SITE PLAN APPROVAL

100 JOHN STREET EAST, TOWN OF NIAGARA-ON-THE-LAKE

For: Mr. Jaroslaw Parniak Scale: 1:75
 Rev.: 1 Date: September 21, 2020



OUTDOOR AMENITY AREA
 GRAVEL SURFACE

THIS AGREEMENT made this 17th day of May 2021, it made pursuant to Section 41(7) of the Planning Act and authorized by Bylaw 53XX-21 of The Corporation of the Town of Niagara-on-the-Lake

BETWEEN:

THE CORPORATION OF THE TOWN
OF NIAGARA-ON-THE-LAKE
(Hereinafter called the 'Town')

OF THE FIRST PART

-and-

Jaroslav Parniak (Hereinafter called the 'Owner')

OF THE SECOND PART

WHEREAS the Owner represents that it is the registered Owner of the lands known municipally as 100 John Street East, being on the south side of John Street East, legally described as Part of Lot 143, Registrar's Compiled Plan 692, being Part 3, 30R-8327, Town of Niagara-on-the-Lake, in the Regional Municipality of Niagara;

AND WHEREAS the Owner has applied for Site Plan Approval to permit the change of use to a Country Inn within an existing residential building; and associated parking, in accordance with Schedule B (Site Plan) attached hereto, all of which plans and design standards shall comply with the Ontario Building Code, and with all the Town building and Zoning By-law requirements;

AND WHEREAS the Director of Community and Development Services has approved this agreement and authorized its execution by the Corporation of the Town of Niagara-on-the-Lake on the 17th day of May, 2021;

AND WHEREAS the Town has agreed to permit the said development of the Lands subject to the terms and conditions prescribed herein;

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the premises, and the sum of One Dollar (\$1.00) of lawful money of Canada now paid by the Owner to the Town, the receipt of which monies is hereby acknowledged; the parties hereto do mutually covenant and agree as follows:

1. DEFINITIONS

- 1.1. 'Approved Plans' shall mean plans approved and signed by the Lord Mayor and Town Clerk of the Corporation of the Town of Niagara-on-the-Lake and Owner depicting the proposed development. Schedule B (Site Plan) of this agreement are a reduced copy of the approved plans

on file with the Community and Development Services Department of the Town.

- 1.2. 'Chief Building Official' shall mean the Chief Building Officer of the Corporation of the Town of Niagara-on-the-Lake or their designate.
- 1.3. 'Council' shall mean the Council of the Corporation of the Town of Niagara-on-the-Lake.
- 1.4. 'Director of Community & Development Services' shall mean the Director of Community and Development Services of the Corporation of the Town of Niagara-on-the-Lake or their designate.
- 1.5. 'Director of Corporate Services' shall mean the Director of Corporate Services of the Corporation of the Town of Niagara-on-the-Lake or their designate.
- 1.6. 'Director of Operations' shall mean the Director of Operations of the Corporation of the Town of Niagara-on-the-Lake or their designate.
- 1.7. 'Fire Chief' shall mean the Fire Chief of the Corporation of the Town of Niagara-on-the-Lake or their designate.
- 1.8. 'Lands' shall mean the lands as described in Schedule A attached hereto.
- 1.9. 'Town' shall mean the Corporation of the Town of Niagara-on-the-Lake.

2. STORMWATER MANAGEMENT

- 2.1. No new drawings/plans are required as part of this agreement. The existing condition is to be maintained.
- 2.2. Any alteration or improvements to the existing services will be at the Owner's expense.

3. SANITARY SERVICES

- 3.1. No new drawings/plans are required as part of this agreement. The existing condition is to be maintained.
- 3.2. Any alteration or improvements to any existing sanitary service will be at the Owner's expense and subject to approval of the Director of Operations.
- 3.3. The Owner agrees to, at its own expense, repair, forever maintain, and, where necessary, replace any sanitary sewer system located on the Lands.

4. WATER SERVICES

- 4.1. No new drawings/plans are required as part of this agreement. The existing condition is to be maintained.
- 4.2. Any alteration or improvements to any existing water service will be at the Owner's expense and subject to approval of the Director of Operations.

- 4.3. The Owner agrees to, at its own expense, repair, forever maintain, and, where necessary, replace any water distribution system located on the Lands.

5. PARKING AND ROADWAY

- 5.1. The Owner shall, at its own expense, construct and at all times maintain parking facilities on the lands in accordance with Schedule B attached hereto, and to the specifications and design as approved by the Director of Community and Development Services. The surface treatment of all parking areas shall be as indicated on Schedule B attached hereto.

6. ROADS AND ENTRANCEWAYS

- 6.1. The Owner agrees to maintain all access and interior driveways as shown in Schedule B year-round, including but not limited to snow removal, to the satisfaction of the Fire Chief.

7. LIGHTING/FLOODLIGHTING

- 7.1. No new drawings/plans are required as part of this agreement. The existing condition is to be maintained.
- 7.2. Notwithstanding any waiver of approval of lighting plans and specifications, the Owner shall at all times comply with the Town's by-laws, standards and policies in respect of lighting.
- 7.3. Any changes to the approved site lighting or additional lighting of the building or site will require that the Owner submit a revised lighting plan and specifications for review and approval by the Director of Community and Development Services, prior to undertaking any installations.

8. LANDSCAPING

- 8.1. No new drawings/plans are required as part of this agreement. The existing condition is to be maintained.
- 8.2. The Owner shall forever maintain all landscaping in accordance with specifications and plans approved by the Director of Community and Development Services.

9. NOISE ATTENUATION

- 9.1. No new drawings/plans are required as part of this agreement. The existing condition is to be maintained.

10. GARBAGE DISPOSAL & STORAGE

- 10.1. No new drawings/plans are required as part of this agreement. The existing condition is to be maintained.

- 10.2. That the development shall be in accordance with Niagara Region's Corporate Policy for waste collection in order to receive Regional curbside recycling and waste collection, and that otherwise waste collection shall be the responsibility of the owner through a private contractor and not Niagara Region.

11. SIGNAGE

- 11.1. No new drawings/plans are required as part of this agreement. The existing condition is to be maintained.
- 11.2. The Owner agrees that any signage located on the subject lands shall be in accordance with the approval of the Director of Community and Development Services and in compliance with the Town's Sign By-law and Ontario Building Code.

12. GRADING

- 12.1. No new drawings/plans are required as part of this agreement. The existing condition is to be maintained.
- 12.2. Unless otherwise approved or required by the Director of Community and Development Services, the Owner agrees not to undertake any site alteration of the said Lands until such time as a building permit is issued for the construction of any buildings.

13. ARCHAEOLOGICAL ASSESSMENT

- 13.1. Should deeply buried archaeological remains/resources be found on the property during construction activities, the Heritage Operations Unit of the Ontario Ministry of Tourism, Culture and Sport and the Owner's archaeology consultant shall be notified immediately. In the event that human remains are encountered during construction, the Owner shall immediately notify the police or coroner, the Registrar of Cemeteries of the Ministry of Small Business and Consumer Services, the Ministry of Tourism, Culture and Sport and the Owner's archaeology consultant.

14. GENERAL

- 14.1. The Owner agrees to submit 'as constructed' plans (Schedule B) in both PDF and AutoCAD formats, to be approved by the Director of Community and Development Services.
- 14.2. The Owner shall not call into question directly or indirectly in any proceedings whatsoever in law or in equity or before any administrative tribunal the jurisdiction of the Town to enter into this agreement and to enforce each and every term, covenant and condition herein contained to the extent provided for within this agreement, and this agreement may be pleaded as an estoppel against the Owner in any such proceedings. Each of the terms of this agreement is independent of the

other and in the event any term of this agreement is held to be invalid or unenforceable for any reason, then such invalidity or unenforceability shall affect that term only and the remainder of the agreement shall remain in full force and effect.

- 14.3. In the event of failure of the Owner to carry out any of the provisions of this agreement, then the Town, its servants, or agents shall, on fifteen (15) days' notice in writing of its intention so to do and forthwith in cases or emergency, have the right to enter on to the said lands and, at the expense of the Owner, do any work required hereby and further, shall have the right to recover the costs thereof by action or in like manner as municipal taxes, pursuant to the provisions of the Municipal Act, R.S.O. 2001.
- 14.4. The Owner agrees that if construction has not been seriously commenced within six (6) months of the date of this agreement or where the construction is substantially suspended or discontinued for a period of more than one year, the Chief Building Official may revoke the building permit issued heretofore and not issue a new permit until such time as a new agreement has been entered into. This clause is inserted to protect the Town from any change in its standards of service or any change in the requirements for municipal services relating to the capacity of any service, to service this or any other project.
- 14.5. The Owner agrees that all work authorized by this agreement shall be completed within two (2) years of the date of the execution of this agreement. If all work has not been completed within two (2) years from the date of execution of this agreement, the Town reserves the right to deem this agreement null and void.
- 14.6. The Owner shall indemnify and save harmless the Town from and against all actions, causes of action, interest, claims, demands, costs, charges, damages, expenses and loss which the Town may at any time bear, incur, be liable for, sustain or be put unto for any reason, or on account of, or by reason of, or in the consequence of, or related to the discharge of stormwater from the lands.
- 14.7. The Owner covenants and agrees that any outstanding taxes will be paid prior to the registration of the agreement.
- 14.8. The Owner agrees that there shall be no open burning of waste or construction materials unless specifically approved by the Fire Chief.
- 14.9. The Owner shall enter into separate agreements as may be required for the provision of utilities to service the development, including but not limited to gas, hydro, telephone and cable utilities.
- 14.10. The Owner shall be subject to all by-laws of the Town and shall abide by them.

- 14.11. This agreement shall enure to the benefit of and be binding upon the parties hereto and their heirs, executors, administrators, successors in title, mortgagees and assigns and all covenants, agreements, conditions and understandings herein contained on the part of the Owner shall run with the lands in perpetuity.
- 14.12. The Owner herein agrees and consents to the registration of this agreement, at its own expense, against the title of the lands. The notice of agreement shall be prepared and registered by the Town.

Any notice given hereunder shall be sufficiently given and addressed to:

JAROSLAW PARNIAK
100 JOHN STREET EAST
NIAGARA ON THE LAKE, ON
L0S 1J0

IN WITNESS WHEREOF the parties hereto have hereunto affixed their corporate seals under the hands of their officers duly authorized in that behalf.

SIGNED, SEALED AND DELIVERED
in the presence of:

THE CORPORATION OF THE TOWN
OF NIAGARA-ON-THE-LAKE:

Per:

LORD MAYOR BETTY DISERO

TOWN CLERK PETER TODD

JAROSLAW PARNIAK:

Per:

OWNER

SCHEDULE A
TO
SITE PLAN AGREEMENT

Legal Description: Part 3, Plan 30R-8327; Part of Lot 143, Registrar's Compiled Plan No. 692, Town of Niagara-on-the-Lake, Regional Municipality of Niagara

PIN #: 46403-0060 (LT)

SCHEDULE B TO SITE PLAN AGREEMENT



SITE STATISTICS

Lot Area	591.7 sqm
Total Unit	1 single detached dwelling unit
Site Density	6.8 units/hectare
Gross Floor Area	Approx. 488.7 sqm
No. of Guest Rooms	4

ZONING MATRIX

REGULATION	REQUIRED	PROPOSED	COMPLIANCE
Min. Front Yard Setback	7.5 m	5.11 m	Land Non-Compliance
Garage Setback from Front Lot Line	8.5 m	6.7 m	Land Non-Compliance
Min. Rear Yard Setback	7.5 m	2.07 m	Land Non-Compliance
Max. Projection of Unscreened Deck into Rear Yard	0.6 m	0.9 m	Land Non-Compliance
Min. Inland Side Yard Setback	1.20 m	7.61 m	Yes
Maximum Building Height	10 m	Approx. 8.6 m	Yes
Min. Height of Building and minimum for accessory building	1.82 m	Min. 2 m	Yes
Max. Lot Coverage	32%	32.1% (103.68 sqm)	Yes
Min. Landscaped Open Space	32%	51.7% (152.6 sqm)	Yes
Min. Exterior Side Yard Setback	4.5 m	4.88 m	Yes
Min. Accessory Building Exterior Side Yard Setback	4.5 m	N/A	N/A
Outdoor Amenity Area	144 sqm	253.1 sqm	Yes
Parking in Front Yard	Not Allowed	4 parking spaces	No
1 tandem Parking	Not Allowed	2 tandem parking spaces	No
Min. Parking Dimension	2.75 m x 6.0 m	2.75 m x 5.6 m (Parking spaces 4 & 5) 2.75 m x 5.0 m (Parking spaces 4)	No
Parking Space Requirement	6 spaces	6 spaces	Yes

SITE PLAN
ZONING BY-LAW AMENDMENT & SITE PLAN APPROVAL
 100 JOHN STREET EAST, TOWN OF NIAGARA-ON-THE-LAKE
 POC: Mr. Jaroslav Parniak Scale: 1/75
 Rev.: 1 Date: September 21, 2020