



**SITE PLAN CONTROL APPLICATION
DELEGATED AUTHORITY REPORT
MANAGER, DEVELOPMENT REVIEW, CENTRAL**

Site Location: 24, 26, 28 and 30 Pretoria Avenue

File No.: D07-12-19-0126

Date of Application: June 25, 2019

This SITE PLAN CONTROL application submitted by Robert Verch (RLA Architecture), on behalf of JB Holdings Inc., is APPROVED as shown on the following plan(s):

1. **Site Plan**, Dwg No. SP-1, prepared by rla architecture, Project No. 1836, revision 12, dated Aug 28, 20.
2. **Elevations**, Dwg No. A 201, prepared by rla architecture, Project No. 1836, revision 10, dated 18, 08, 2020.
3. **Elevations**, Dwg No. A 202, prepared by rla architecture, Project No. 1836, revision 10, dated 18, 08, 2020.
4. **Grading and Erosion & Sediment Control Plan**, Dwg No. 119011-GR, prepared by Novatech, Project No. 119011, revision 9, dated Aug 18/20.
5. **General Plan of Services**, Dwg No. 119011-GP, prepared by Novatech, Project No. 119011, revision 7, dated Aug 18/20.
6. **Landscape Plan**, Dwg No. L-1, prepared by Kallah Designs, Project No. KD-2019-2, revision 7, dated Aug 18, 20.

And as detailed in the following report(s):

1. **Tree Conservation Report for 24-30 Pretoria Avenue, Ottawa**, prepared by IFS Associates, dated October 23, 2019.
2. **Tree Preservation Report for Silver Maple at 28 Pretoria Avenue, Ottawa**, prepared by IFS Associates, dated August 7, 2020.
3. **Traffic Noise Assessment**, prepared by Gradient Wind, Report #19-039, revision 1, dated December 3, 2019.

4. **Supplemental Geotechnical Investigation**, prepared by Paterson Group, Report PG4798-2, dated August 2, 2019.
5. **Phase I Environmental Site Assessment Addendum**, prepared by BluMetric Environmental, Project No. 180623, revision 1, dated November 26, 2019.
6. **Phase I Environmental Site Assessment**, prepared by BluMetric Environmental, Project No. 190419, revision 1, dated November 26, 2019.
7. **Servicing and Stormwater Management Report**, prepared by Novatech, Project No. 119011, File No. R-2019-116, revision 3, dated March 24, 2020.
8. **Flow Control Drainage Declaration**, prepared by JRP Engineering, dated April 7, 2020.
9. **Flow Control Drainage Declaration**, prepared by Cleland Jardine Engineering Ltd., Reference #19-007, dated May 11, 2020.

And subject to the following General and Special Conditions:

General Conditions

1. **Execution of Agreement Within One Year**

The Owner shall enter into this 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 and complete the conditions to be satisfied prior to the signing of this Agreement within one (1) year of Site Plan approval, the approval shall lapse.

2. **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, Infrastructure and Economic Development.

3. **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, Infrastructure and Economic Development.

4. **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.

5. Reinstatement of City Property

The Owner shall reinstate, at its expense and to the satisfaction of the General Manager, Planning, Infrastructure and Economic Development, any property of the City, including, but not limited to, sidewalks, curbs and boulevards, which is damaged as a result of the subject development.

6. 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, Infrastructure and Economic Development.

7. 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, Infrastructure and Economic Development. Such sidewalk(s) shall be constructed to City Standards.

8. Extend Internal Walkway

The Owner shall extend internal walkways beyond the limits of the subject lands to connect to existing or proposed public sidewalks, at the sole expense of the Owner, to the satisfaction of the General Manager, Planning, Infrastructure and Economic Development.

9. Completion of Works

The Owner acknowledges and agrees that no new building will be occupied on the lands until all requirements with respect to completion of the Works as identified in this Agreement have been carried out and received Approval by the General Manager, Planning, Infrastructure and Economic Development, including the installation of municipal numbering provided in a permanent location visible during both day and night and the installation of any street name sign on relevant streets. Notwithstanding the non-completion of the foregoing Works, occupancy of a lot or structure may otherwise be permitted, if in the sole opinion of the General Manager, Planning, Infrastructure and Economic Development, the aforesaid Works are proceeding satisfactorily toward completion. The Owner shall obtain the prior consent of the General Manager, Planning, Infrastructure and Economic Development for such occupancy in writing.

Until all requirements with respect to completion of the Works as identified in this Agreement have been carried out and received Approval by the General Manager, Planning, Infrastructure and Economic Development, the Owner shall give notice to the City of a proposed conveyance of title to any building at least thirty (30) days prior to any such conveyance. No conveyance of title to any building shall be effective unless the Owner has complied with this provision.

Nothing in this clause shall be construed as prohibiting or preventing the approval of a consent for severance and conveyance for the purposes of obtaining financing.

10. Development Charges

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

11. Development Charges – Instalment Option

a) The Owner acknowledges that for building permits issued after January 15, 2010, payment of non-residential development charges, excluding development charges for institutional developments, may be calculated in two (2) installments at the option of the Owner, such option to be exercised by the Owner at the time of the application for the building permit. The non-discounted portion of the development charge shall be paid at the time of issuance of the building permit and the discounted portion of the development charge shall be payable a maximum of two (2) years from the date of issuance of the initial building permit subject to the following conditions:

- (i) a written acknowledgement from the Owner of the obligation to pay the discounted portion of the development charges;
- (ii) no reduction in the Letter of Credit below the amount of the outstanding discounted development charges; and
- (iii) indexing of the development charges in accordance with the provisions of the City's Development Charges By-law, as amended.

b) The Owner further acknowledges and agrees that Council may terminate the eligibility for this two (2) stage payment at any time without notice, including for the lands subject to this Agreement and including for a building permit for which an application has been filed but not yet issued.

c) For the purposes of this provision,

- (i) "discounted portion" means the costs of eligible services, except fire, police and engineered services, that are subject to 90% cost recovery of growth-related net capital costs for purposes of funding from development charges. The 10% discounted portion, for applicable services, must be financed from non-development charge revenue sources.
- (ii) "non-discounted portion" means the costs of eligible services, fire, police and engineered services, that are subject to 100% cost recovery of growth-related net capital costs for purposes of funding from development charges.

12. Designated Substances Survey

Prior to demolition of any existing buildings located on the lands described in Schedule "A" herein, the Owner acknowledges and agrees to complete a designated substances survey and submit the findings and recommendations for the proper handling and disposal of waste as identified in said survey, to the satisfaction of the General Manager, Planning, Infrastructure and Economic Development, and in accordance with Best Management Practices. The survey shall address, but not be limited to:

- a. O.Reg. 278/05: Designated Substance - Asbestos on Construction Projects and in Buildings and Repair Operations under the Occupational Health and Safety Act, R.S.O. 1990, c.O.1, as amended (O.Reg. 278/05);
- b. Guideline - Lead on Construction Projects, prepared by the Ontario Ministry of Labour - Occupational Health and Safety Branch, published September 2004 and revised April 2011, as amended;
- c. O.Reg. 213/91: Construction Projects under the Occupational Health and Safety Act, R.S.O. 1990, c.O.1, as amended (O.Reg. 213/91);
- d. Registration Guidance Manual for Generators of Liquid Industrial and Hazardous Waste, prepared by the Ontario Ministry of the Environment, Conservation and Parks, published April 1995 and revised January 2016, as amended, to be used in conjunction with R.R.O. 1990, Reg. 347: General-Waste Management under the Environmental Protection Act, R.S.O. 1990, c.E.19, as amended (R.R.O. 1990, Reg. 347);
- e. R.R.O. 1990, Reg. 362: Waste Management – PCB's under the Environmental Protection Act, R.S.O. 1990, c.E.19, as amended (R.R.O. 1990, Reg. 362).

Special Conditions

1. Cash in Lieu of Parkland

Upon execution of this Agreement, the Owner shall pay cash-in-lieu of parkland in the amount of \$296,200.80 as referenced in Schedule "B" herein. The Owner shall also pay the parkland appraisal fee of \$500.00 plus H.S.T. of \$65.00, as referenced in Schedule "B" herein. Pursuant to the City's Parkland Dedication By-law, being By-law No. 2009-95, as amended, 40% of said funds collected shall be directed to City wide funds, and 60% shall be directed to Ward 17 funds.

2. Silver Maple Tree Protection

The Owner agrees that, in order to minimize the impacts on the existing Silver Maple Tree located on municipal lands adjacent to 24, 26, 28 and 30 Pretoria Avenue, the mitigation measures set out in the Tree Preservation Report for Silver Maple (dated August 7, 2020) and the Tree Conservation Report (dated October 23, 2019), both prepared by IFS Associates, will be adhered to.

3. Security Deposit – Silver Maple

The Owner shall provide securities in the amount of \$25,000.00 in order cover the costs associated with replacing the Silver Maple tree located along the front of the property, should the tree die or be declining in health. The City will consider a release of these securities two (2) years after an Occupancy permit has been issued.

The Owner acknowledges and agrees that the Security shall be returned to the Owner only upon the City having received a report (The Report), prepared by a Registered Professional Forester at the Owner's costs, confirming that:

- i. The Silver Maple is in good health and condition, and is not declining as a result of root disturbances;
- ii. The Silver Maple is structurally stable and healthy;
- iii. The Silver Maple will not die as a result of the site development.

The Owner acknowledges and agrees that if, in the opinion of the City Forester and/or the General Manager, Planning, Infrastructure and Economic Development, the Report indicates that the Silver Maple must be removed, the Security, in its entirety, will be forfeited.

In the event that the Silver Maple is damaged or destroyed in any manner within two (2) years of completion of the development, or the Report indicates that the Silver Maple should not be retained, the Owner covenants and agrees to remove the damaged or destroyed Silver Maple, and re-instate the area, at the Owner's sole expense.

4. Tree Protection - General

The Owner acknowledges and agrees that all trees to be retained, as shown on the approved Landscape Plan and identified in the Tree Conservation Report and the Tree Preservation Report for Silver Maple, referenced in Schedule "E" herein, shall be protected in accordance with the City's required tree protection measures.

5. Affordable Housing Contribution

Upon execution of this Agreement, the Owner shall pay a contribution to the affordable housing fund in the amount of \$175,000.00. The said funds collected shall be directed to Ward 17 Affordable Housing Funds.

6. Maintenance and Liability Agreement

The Owner shall be required to enter into maintenance and liability agreement for all pavers, plant and landscaping material placed in the City right-of-way and the Owner shall assume all maintenance and replacement responsibilities in perpetuity.

7. On-Site Parking

- a. The Owner acknowledges and agrees that units within the proposed building(s) may 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 may 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.
- b. The Owner acknowledges and agrees that a notice-on-title respecting on-site parking shall be registered on title to the subject lands, at the Owner's

expense, and a warning clause shall be included in all agreements of purchase and sale and lease agreements.

8. On-Site Parking – Notice on Title

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 himself, his heirs, executors, administrators, successors and assigns acknowledges being advised that the unit being sold/rented may 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 clause, 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.”

9. Private Approach Detail

The Owner agrees that all private approaches, including temporary construction access to the subject lands, shall be designed and located in accordance with and shall comply with the City’s Private Approach By-Law, being By-law No. 2003-447, as amended, and shall be subject to approval of the General Manager, Planning, Infrastructure and Economic Development.

10. 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, to visit the lands, inspect the installed noise control measures and satisfy himself that the installed recommended interior noise control measures comply with the measures in the **Traffic Noise Assessment** referenced in Schedule “E” hereto, as approved by the City and/or the approval agencies and authorities (The Ministry of the Environment, Conservation and Parks) or noise thresholds identified in the City’s Environmental Noise Control Guidelines. The Professional Engineer shall prepare a letter to the General Manager, Planning, Infrastructure and Economic Development (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, Infrastructure and Economic Development.

- 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 numbers, 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.
- c. All of the information required in subsections (a) and (b) above shall be submitted to the General Manager, Planning, Infrastructure and Economic Development, and shall be to his satisfaction.

11. Noise Control Attenuation Measures

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

- a) each unit is to be equipped with central air conditioning;
- b) STC rated multi-pane glazing elements and spandrel panels
 - North facade bedroom/living room: STC 35/30
 - East and west facade bedroom/living room: STC 33/28STC rated exterior walls
 - North, east and west facade: STC 45
- 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;
- d) notice respecting noise shall be registered against the lands, at no cost to the City, and a warning clause shall be included in all agreements of purchase and sale or lease agreements.

12. Notice on Title – Noise Control Attenuation Measures

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 B – Increasing Roadway Traffic

“The Purchaser/Lessee for himself, his heirs, executors, administrators, successors and assigns acknowledges being advised that despite the inclusion of noise control features in this development and within building units, noise levels from increasing roadway traffic may be of concern, occasionally interfering with some activities of the dwelling occupants as the outdoor sound level exceeds the City of Ottawa’s and the Ministry of the Environment, Conservation and Parks’ noise criteria.”

Type D – Central Air Conditioning

“The Purchaser/Lessee for himself, his 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.”

Ending Paragraph

“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.”

13. Geotechnical Investigation

The Owner acknowledges and agrees that it shall retain the services of a geotechnical engineer, licensed in the Province of Ontario, to ensure that the recommendations of the Supplemental Geotechnical Investigation (the “Report”) are fully implemented. The Owner further acknowledges and agrees that it shall provide the General Manager, Planning, Infrastructure and Economic Development with confirmation issued by the geotechnical engineer that the Owner has complied with all recommendations and provisions of the Report, prior to construction of the foundation and at the completion of the Works, which confirmation shall be to the satisfaction of the General Manager, Planning, Infrastructure and Economic Development.

14. Geotechnical – Encroachments

The geotechnical report has recommended a method of shoring that may encroach onto the adjacent property or onto the City right-of-way. Please note that the applicant is required to obtain the approval of the adjacent property Owner and/or receive municipal consent for any works within the right-of-way prior to the installation of any encroachments. For encroachments within the ROW the applicant shall ensure that there will be no conflicts between the proposed shoring method and the municipal services or utilities in the ROW.

15. Permit to Take Water (PTTW)

If required, the Owner acknowledges and agrees to obtain an approved temporary Permit to Take Water application from the Ministry of the Environment,

Conservation and Parks in accordance with O. Reg. 387/04 Water Taking and Transfer under *Ontario Water Resources Act*, R.S.O. 1990, c.O.40 prior to starting the project to the satisfaction of the General Manager, Planning, Infrastructure and Economic Development.

16. Below Grade Parking Area and Depressed Driveways

- a. The Owner acknowledges and agrees that during major storm events, depressed driveways and below grade parking areas may be subject to flooding due to drainage from the road allowance. The Owner further acknowledges and agrees that the City shall not take responsibility for flooding claims. The Owner further acknowledges that it is recommended that backwater valves be installed on catch basins located in depressed driveways.
- b. The Owner acknowledges and agrees that a notice-on-title respecting below grade parking areas and depressed driveways shall be registered on title to the subject lands, at the Owner's expense, and a warning clause shall be included in all agreements of purchase and sale and lease agreements.

17. Notices on Title – All Units (Below Grade Parking and Depressed Driveways)

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 himself, his heirs, executors, administrators, successors and assigns acknowledges being advised that during major storm events, depressed driveways and below grade parking areas may be subject to flooding due to drainage from the road allowance. The Purchaser/Lessee further acknowledges being advised that the City of Ottawa shall not be liable for flooding claims. Backwater valves are recommended for installation on catch basins located in depressed driveways.”

“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.”

18. Stormwater Management Memorandum

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

19. **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 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.

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

21. **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 **Stormwater Management Report, and General Plan of Services**, referenced in Schedule “E” herein. The Owner further acknowledges and agrees to provide the General Manager, Planning, Infrastructure and Economic Development with certificates of compliance issued by a Professional Engineer, licensed in the Province of Ontario, confirming that all recommendations and provisions have been implemented in accordance with the approved **Stormwater Management Report, and General Plan of Services**.

22. **Site Dewatering**

The Owner acknowledges and agrees that while the site is under construction, any water discharged to the sanitary sewer due to dewatering shall meet the requirements of the City’s Sewer Use By-law No. 2003-514, as amended.

23. **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);
 - ii. and 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, Infrastructure and Economic Development, 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.

September 8, 2020

Date



Saide Sayah
Manager, Development Review, Central
Planning, Infrastructure and Economic
Development Department

Enclosure: Site Plan Control Application approval – Supporting Information

SITE PLAN CONTROL APPROVAL APPLICATION SUPPORTING INFORMATION

File Number: D07-12-19-0126

SITE LOCATION

24, 26, 28 and 30 Pretoria Avenue, and as shown on Document 1.

SYNOPSIS OF APPLICATION

The property is situated in the Glebe neighbourhood, on Pretoria Avenue, between Metcalfe Street and Queen Elizabeth Driveway. The site is currently occupied by three residential buildings: a two-storey semi-detached at 24 and 26 Pretoria Avenue, a two-and-a-half-storey single-detached home with a large Silver Maple tree on the front lawn at 28 Pretoria Avenue and a two-and-a-half-storey building at 30 Pretoria Avenue.

North of the site, across Pretoria Avenue, is the blank rear wall of a grocery store. To the east, is a one-storey, two-unit commercial building. To the west, is a two-storey residential building. To the south of the site is a block of two-storey detached and semi-detached homes that front onto Strathcona Avenue. The surrounding area is primarily low- and mid-rise residential area that features many amenities.

The application is for the construction of a six-storey mid-rise apartment dwelling, with 48 dwelling units, 11 underground vehicular parking spaces and 54 bicycle parking spaces. A Zoning By-law Amendment (D02-02-19-0083) was approved by Council on July 15, 2020, and was successful in adding an Apartment Dwelling, Mid Rise as a newly permitted use to the zone, obtaining relief from the parking rate and obtaining relief from performance standards related to building height, front yard setback, interior side yard setback and rear yard setback.

The building will feature a four-storey expression on the street-facing elevation to better support the emerging four-storey context it intends to be compatible with, will employ a red brick material on the street façade in an attempt to relate to the residential context, as well as metal panel and grey stone on the eastern portion of the street façade in order to relate to the adjacent local commercial context. A play in volumes and a stepback beyond the fifth floor also help in breaking up the massing in order to be more sensitive to both front and rear contexts. The rear balconies are inset into the building and do not project beyond the rear yard setback limit.

The existing mature silver maple tree at the front of the property was originally proposed to be removed. Through extensive discussion with City forestry staff, the applicant has agreed to make the necessary changes to the proposal in order to make the retention of this important tree a possibility. These changes include moving the basement level 3 metres away from the front property line, changing the front entry location to the east further away from the tree, moving the municipal services away from the tree, and doing all shoring at the building face in order to have the greatest distance possible from the tree. Furthermore, the portion of the sidewalk nearest the tree will remain untouched and an existing asphalt driveway will be removed and replaced with soft landscaping. Special Conditions 2, 3 and 4 are included as part of this approval in order to help ensure the tree's survival, including a \$25,000.00 security amount, to be released 2 years following the issuance of an Occupancy permit.

Through discussions with the Ward Councillor's office, the Owner of the property has agreed to make a \$175,000.00 contribution to the Ward 17 Affordable Housing Fund. This contribution is reflected under Special Condition 5.

DECISION AND RATIONALE

This application is approved for the following reasons:

- The application is consistent with the 'General Urban' designation of the Official Plan. The proposed development represents an opportunity to provide for a full range and choice of housing types to meet the needs of all ages, incomes and life circumstances.
- The proposed development is consistent with the intent of the Zoning By-law and meets all of the applicable performance standards of the zone, as approved by Council through Zoning Bylaw Amendment D02-02-19-0083).
- The development complies with the relevant planning policy context and complies with the zoning bylaw. Accordingly, the development represents good land use planning.

CONSULTATION DETAILS

Councillor's Concurrence

Councillor Shawn Menard is aware of Staff's recommendation. Councillor has concurred with the proposed conditions of approval.

Public Comments

Comment 1: Concerns with the height of the proposed building being too dramatic and different from the remainder of the neighbourhood's profile, dwarfing the homes surrounding it. The proposed development does not fit into the character or heritage of its surrounding context. There is fear that this development will either set precedent for future development of similar design in the neighbourhood or this particular developer will change the proposed design, not implementing the one being proposed.

Response 1: Many design elements were incorporated into the proposal in subsequent revisions which seek to make the building be a better fit in the neighbourhood. These changes include materiality, setbacks, as well as a four-storey expression of the building. Staff review each application on its own merits, not based on precedent. Staff have worded the details of zoning in a way which ensures that the proposed design does not change without the need for further zoning amendments.

Comment 2: Concerns with traffic congestion being intensified/over-burdened on the roads while street parking is “stressed” even more. These factors would impact public transit demands, access for emergency vehicles, and overall safety within the neighbourhood.

Response 2: The Transportation Impact Assessment (TIA) screening did not trigger the need for a TIA report. A parking study undertaken by the applicant revealed over 200 legal parking spaces available within a five-minute walk (400 metres) of the subject site, including approximately 150 spaces within a residential parking permit zone. It also indicated that occupancy rates ranged from 45 per cent to 68 per cent depending on the area.

Comment 3: Concerns with unnecessary loss of trees along the perimeter of the lot.

Response 3: Major efforts were made in order to preserve trees on the property. The underground parking garage’s footprint was reduced in order to preserve trees along the rear property line, and changes to the proposal were introduced in order to preserve the mature silver maple at the front of the property.

Comment 4: Concerns with noise generation and loss of privacy.

Response 4: A stationary noise generation is not expected to become an issue for surrounding properties. Project re-designs have resulted in minimal loss of trees along the rear property line, and therefore mitigated privacy issues. Additionally, balconies were inset into the building, rather than projecting beyond the rear yard setback.



APPLICATION PROCESS TIMELINE STATUS

This Site Plan application was not processed by the On Time Decision Date established for the processing of an application that has Manager Delegated Authority due to the complexities of issues related to the proposal’s compatibility.

Contact: Jean-Charles Renaud Tel: 613-580-2424, ext. 27629, fax 613-580-2576 or e-mail: Jean-Charles.Renaud@ottawa.ca

Document 1 – Location Map



		LOCATION MAP / PLAN DE LOCALISATION ZONING KEY PLAN / SCHÉMA DE ZONAGE SITE PLAN / PLAN DE EMPLACEMENT	
D02-02-19-0083	19-0861-D		
D07-12-19-0126			
I:\CO\2019\Zoning\Pretoria_24_30			
<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 Entreprises 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 - 2019 / 08 / 07		 24 - 30 av. Pretoria Avenue	
		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)	
		