



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

Site Location: 473 Albert Street

File No.: D07-12-19-0203

Date of Application: December 13, 2019

This SITE PLAN CONTROL application submitted by InterRent Apartments Inc. c/o InterRent No 3 Limited Partnership, is APPROVED as shown on the following plan(s):

1. **Site Plan:** Dwg A0-801, prepared by Linebox Studio Inc., revision 1 dated Mar 5, 2021,
2. **Index to Building Setbacks:** Dwg A0-803, prepared by Linebox Studio Inc., revision 1 dated Mar 5, 2021,
3. **North Elevation:** Dwg A4-102, prepared by Linebox Studio Inc., revision 1 dated Mar 5, 2021,
4. **South (Albert Street) Elevation:** Dwg A4-100, prepared by Linebox Studio Inc., revision 1 dated Mar 5, 2021,
5. **East & West Elevation:** Dwg A4-101, prepared by Linebox Studio Inc., revision 1 dated Mar 5, 2021,
6. **Site Servicing and Grading Plan,** Dwg C-101, prepared by Parsons Corp. (Parsons), revision 3, dated February 10, 2021,
7. **Roof Drain Plan.** Dwg C-102, prepared by Parsons Corp. (Parsons), revision 3, dated February 10, 2021,
8. **Details Plan.** Dwg C-103, prepared by Parsons Corp. (Parsons), revision 3, dated February 10, 2021,
9. **Cistern Detail Plan,** prepared by Smith & Andersen, revision 1, dated December 11, 2020,
10. **Materials (Landscape) Plan,** Dwg L01.100, prepared by Forest and Field Landscape Architecture Inc., revision 3, dated October 22, 2020,
11. **Landscape Details,** Dwg L01.200, prepared by Forest and Field Landscape Architecture Inc., revision 3, dated October 22, 2020,
12. **Landscape Details,** Dwg L01.201, prepared by Forest and Field Landscape Architecture Inc., revision 3, dated October 22, 2020,
13. **Materials Plan,** Dwg L12.100, prepared by Forest and Field Landscape Architecture Inc., revision 3, dated October 22, 2020,
14. **Landscape Details,** Dwg L12.200, prepared by Forest and Field Landscape Architecture Inc., revision 3, dated October 22, 2020,

15. **Landscape Details**, Dwg L12.201, prepared by Forest and Field Landscape Architecture Inc., revision 3, dated October 22, 2020,
16. **Tree Protection Plan**, prepared by Davey Resource Group, revision 1, dated November 29, 2019.

And as detailed in the following report(s):

1. **Phase I ESA**, prepared by Pinchin Ltd., dated December 6, 2019,
2. **Phase II ESA**, prepared by Paterson Group Inc., dated March 15, 2021,
3. **Ground Vibration Memo**, prepared by Gradient Wind Engineering Inc., dated March 2, 2021,
4. **Environmental Noise and Vibration Assessment**, prepared by Gradient Wind Engineering Inc., dated December 5, 2019 and **Eng. Letter** dated October 8, 2020,
5. **Stationary Noise Assessment**, prepared by Gradient Wind Engineering Inc., dated March 12, 2021,
6. **Transportation Impact Brief**, prepared by CGH Transportation, project number 2019-20, memo dated 2020-10-06,
7. **Site Servicing & Stormwater Management Report**, prepared by Parsons Corp. (Parsons), dated March 2, 2021,
8. **Flow Control Roof Drainage Declaration**, signed by Smith & Andersen (Mech) and Cleland Jardine Engineering Ltd., dated April 6, 2020,
9. **Roof Drain and BFV Letter**, prepared by Smith & Andersen, dated April 6, 2020,
10. **Tree Conservation Report**, prepared by Davey Resource Group, dated December 5, 2019,

And subject to the following General and Special Conditions:

General Conditions

1. Site Plan Agreement

The Owner shall enter into a standard site development agreement consisting of the following conditions. In the event the Owner fails to enter into such agreement within one year, this approval shall lapse.

2. Prior to Site Plan Agreement

The Owner acknowledges and agrees that all terms and conditions of the prior Site Plan Agreement are reconfirmed and are in full force and effect except as otherwise varied or amended in this Agreement. The Owner further acknowledges and agrees that the relevant portion of the Approved Plans referenced in Schedule "E" hereto shall supercede and replace and/or be in addition to, as the case may be, the relevant sections of the corresponding Plans contained in the previous Site Plan Agreement(s).

3. 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.

4. 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.

5. Water Supply for Fire Fighting

The Owner shall provide adequate water supply for firefighting for every building. Water supplies may be provided from a public water works system, automatic fire pumps, pressure tanks or gravity tanks.

6. 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.

7. 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.

8. 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.

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.

Special Conditions

12. Cash-in-Lieu of Parkland

The Owner shall pay cash-in-lieu of parkland in accordance with the Parkland Dedication By-law of the City of Ottawa, as well as the fee for appraisal services. The monies are to be paid at the time of execution of the Site Plan Agreement.

13. On-Site Parking

- b. 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.
- c. The Owner acknowledges and agrees that a notice-on-title respecting on-site parking, as contained in Clause ___ below, 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.

2. 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.”

3. **Noise Studies**

The Owner agrees to implement all recommendations from prepared noise studies in compliance with the City of Ottawa Environmental Noise Control Guidelines to the satisfaction of the General Manager, Planning, Infrastructure and Economic Development Department. The Owner shall implement the noise control attenuation measures recommended in the approved noise study.

4. **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 **Environmental Noise and Vibration Assessment**, prepared by Gradient Wind Engineering Inc., dated December 5, 2019, **Eng. Letter** dated October 8, 2020 and **Stationary Noise Assessment**, prepared by Gradient Wind Engineering Inc., dated March 12, 2021, 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.

14. 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:

“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/rail/air 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.”

In order to help address the need for sound attenuation, this development includes the following:

- STC rated multi-pane glass glazing elements and spandrel panels
 - South Façade Office/Living Room/Bedroom Windows: STC 25/28/33
 - West Façade Office/Living Room/Bedroom Windows: STC 25/25/30
- East, south and west façade upgraded exterior walls achieving STC 45 or greater

“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 (or similar mechanical 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.”

15. Stationary Noise Study

The Owner acknowledges and agrees to provide the General Manager, Planning, Infrastructure and Economic Development, with a memorandum prepared by a qualified Acoustical Professional Engineer, licensed in the Province of Ontario, confirming that the final roof top equipment selections and locations, designed by the mechanical engineer, and confirmed by and the structural engineer, have been reviewed prior to the installation of any equipment.

The Owner further acknowledge and agrees that is shall provide the General Manager, Planning Infrastructure and Economic Development Department (PIED) with confirmation, issued by the Acoustical Professional Engineer, that the Owner has complied with all recommendations and provisions of the **Stationary Noise Assessment** and aforementioned memorandum and, prior to building occupancy, which confirmation shall be to the satisfaction of the General Manager, Planning Infrastructure and Economic Development Department, where all associated costs shall be the Owner’s responsibility.

To ensure compliance with the City and/or the approval agencies and authorities under City’s Environmental Noise Control Guidelines (ENCG) and The Ministry of the Environment, Conservation and Parks (MECP) - NPC 300, the following noise measures are to be included:

- A 4-metre-tall noise barrier installed on north and west sides of rooftop outdoor mechanical area, matching the height of the penthouse.

16. Below Grade Parking Area and Depressed Driveways

(d) 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.

(e) The Owner acknowledges and agrees that a notice-on-title respecting below grade parking areas and depressed driveways, as contained in Clause hereinafter, 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. Requirement for a Grease Trap

In accordance with the City’s Sewer Use By-law, being By-law No. 2003-514, as amended, the Owner acknowledges and agrees to install a grease trap on the internal sanitary plumbing system when a restaurant is established on the lands.

5. 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 inlet control devices, as recommended in the approved **Roof Drain Plan**. Dwg C-102, prepared by Parsons Corp. (Parsons), revision 3, dated February 10, 2021 and **Site Servicing & Stormwater Management Report**, prepared by Parsons Corp. (Parsons), dated March 2, 2021, 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 **Site Servicing and Grading Plan**, Dwg C-101, prepared by Parsons Corp. (Parsons), revision 3, dated February 10, 2021, **Roof Drain Plan**. Dwg C-102, prepared by Parsons Corp. (Parsons), revision 3, dated February 10, 2021, **Details Plan**. Dwg C-103, prepared by Parsons Corp. (Parsons), revision 3, dated February 10, 2021, **Cistern Detail Plan**, prepared by Smith & Andersen, revision 1, dated December 11, 2020 and **Site Servicing & Stormwater Management Report**, prepared by Parsons Corp. (Parsons), dated March 2, 2021, 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 **Site Servicing and Grading Plan**, Dwg C-101, prepared by Parsons Corp. (Parsons), revision 3, dated February 10, 2021, **Roof Drain Plan**. Dwg C-102, prepared by Parsons Corp. (Parsons), revision 3, dated February 10, 2021, **Details Plan**. Dwg C-103, prepared by Parsons Corp. (Parsons), revision 3, dated February 10, 2021, **Cistern Detail Plan**, prepared by Smith & Andersen, revision 1, dated December 11, 2020 and **Site Servicing & Stormwater Management Report**, prepared by Parsons Corp. (Parsons), dated March 2, 2021, referenced in Schedule "E" herein.

22. MECP Environmental Compliance Approval

The Owner acknowledges and agrees to apply for an Environmental Compliance Approval ("ECA") from the Ministry of Environment, Conservation and Parks ("MECP"), under Transfer of Review Submission, for reuse of existing sewer laterals connected to the City owned combined sewer on Albert Street, in order to

facilitate the conversion of an existing high-rise mixed-use office building to a residential mixed use apartment building. All costs shall be borne by Owner. The Owner further acknowledges and agrees that a full Commence Work Notification Letter will not be issued until the MECF has issued the ECA certificate and provided a copy to the satisfaction of the General Manager, Planning, Infrastructure and Economic Development.

23. Right-Of-Way Protection

The Owner(s) shall convey, at no cost to the City, a right-of-way protection widening across the complete Albert Street frontage. The maximum land requirement from property abutting existing ROW is 1.25 metres. Subject to widening/easement policy. The ROW protection limit is to be dimensioned from the existing property line and shown on the drawings. The exact widening limit must be determined by legal survey. The Owner shall provide an electronic copy of the Deed and a copy of the Deposited Reference Plan indicating the widening limit, prior to execution of the agreement by the City. Such reference plan must be tied to the Horizontal Control Network in accordance with the municipal requirements and guidelines for referencing legal surveys and will have been submitted to the City Surveyor for review prior to its deposit in the Registry Office. The City will not register the Deed for the right-of-way protection limit until after the City has issued the related building permit.

24. Permanent Encroachment Agreement

The Owner acknowledges and agrees to enter into a Permanent Encroachment Agreement for any permanent fixtures (planter boxes, patios, awnings, etc.) within the new right-of-way. The Owner, at its expense, shall provide a reference plan for registration, indicating the approved encroachments and it will be submitted to the City Surveyor for review and approval prior to its deposit in the Registry Office. The Owner acknowledges and agrees that the costs of preparation and registration of the Encroachment Agreement shall be at its expense.

25. Transportation Addendum

The Owner has undertaken a Transportation Addendum for this site, which Addendum is 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 Addendum, are fully implemented, to the satisfaction of the General Manager, Planning, Infrastructure and Economic Development.

26. 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.



July 14, 2021

Date

Douglas James
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: D07-12-19-0203

SITE LOCATION

473 Albert Street, and as shown on Document 1.

SYNOPSIS OF APPLICATION

The subject site is located within the Centretown neighbourhood, on the north side of Albert Street between Bay Street and Bronson Avenue. The site is currently used for commercial office and restaurant purposes. To the north is a 10-storey residential rental apartment building and a Government of Canada office building. To the east is an 11-storey hotel building and small grocery store. To the south are low-rise residential uses in the form of three-storey walk-ups and a secondary school. To the west is a 15-storey residential building.

The proposal is for the adaptive reuse of an existing 11-storey commercial building. Improvements will be made to the façade, streetscape and interior of the building. The conversion will consist of 158 residential units. Large amounts of amenity space is provide on the ground floor and rooftop.

In order to accommodate the conversion minor variances are required for the legalization of the existing conditions, including: setbacks; visitor parking; building height; landscaped area; and drive aisles.

RELATED APPLICATIONS

A Minor Variance Application (D08-02-20/A-00343) was approved for the following:

- An increased building height of 37.6 metres
- A reduction in landscaped area of 8.2%
- A reduced drive aisle of 3 metres
- A visitor parking rate of 0.06 per unit (10 spaces)
- A front yard setback of 0 metres
- A rear yard setback of 4.7 metres
- An easterly side yard setback of 0 metres and a westerly side yard setback of 1.5 metres.

DECISION AND RATIONALE

This application is approved for the following reasons:

- The application is consistent with the 'Central Area' designation of the Official Plan. The proposed development represents an opportunity to provide adaptive reuse of a building to accommodate additional residential units in the area;
- The proposal is consistent with the Central Area Secondary Plan, as it promotes mixed-use development that contributes to the pedestrian environment, and is supportive of local transit and existing infrastructure;
- The proposed development is consistent with the intent of the Zoning By-law and meets all of the applicable performance standards of the R5P[2469] H(37) zone, and necessary variances were sought to address any of the proposals deficiencies;
- The development complies with the relevant planning policy context and complies with the zoning bylaw. Accordingly, the development represents good land use planning.

PARKLAND DEDICATION

Parkland dedication, in accordance with By-law 2009-95, is being satisfied within this approval through the taking of cash-in-lieu of parkland as detailed in the above conditions.

ROAD MODIFICATIONS

There are road modifications associated with this site plan control application, as detailed in the attached Road Modifications Report.

CONSULTATION DETAILS

Councillor's Concurrence

Councillor Catherine McKenney is aware of 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 established for the processing of an application that has Manager Delegated Authority due to issues needing to be resolved and workload constraints.

Contact: John Bernier Tel: 613-580-2424, ext. 21576, fax 613-580-2576 or e-mail: John.Bernier@ottawa.ca

Document 1 – Location Map



LOCATION MAP / PLAN DE LOCALISATION
SITE PLAN / PLAN D'EMPLACEMENT

D07-12-19-0203

20-0008-A

I:\CO\2019\Site\Albert_473

©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

©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'ARPENTAGE

REVISION / RÉVISION - 2020 / 01 / 02



473 rue Albert Street

