



**SITE PLAN CONTROL APPLICATION  
DELEGATED AUTHORITY REPORT  
PLANNING, REAL ESTATE AND ECONOMIC DEVELOPMENT DEPARTMENT**

---

Site Location: 54, 56 and 60 Bayswater Avenue

File No.: D07-12-21-0090

Date of Application: June 22, 2022

---

This SITE PLAN CONTROL application submitted by Murray Chown of Novatech Engineers, Planners & Landscape Architects, on behalf of Steven Joseph Hulaj and Denise Ann Hulaj, is APPROVED as shown on the following plan(s):

1. **Site Plan**, A1.0, prepared by Lawrence Architect Incorporated, dated 2020-11-26, Revision 11, dated 2022-09-19.
2. **Landscape Plan**, 120169-L1, prepared by Novatech Engineers, Planners & Landscape Architects, dated June 16/21, Revision 2, dated Nov 18/21.
3. **East & West Elevation**, A4.0, prepared by Lawrence Architect Incorporated, dated 2020-11-26, Revision 17, dated 2022-09-19.
4. **North & South Elevations**, A4.1, prepared by Lawrence Architect Incorporated, dated 2020-11-26, Revision 17, dated 2022-09-19.
5. **General Plan of Services**, 120169-GP, prepared by Novatech Engineers, Planners & Landscape Architects, dated Jun. 16/21, Revision 3, dated Jun. 30/22.
6. **Grading and Erosion & Sediment Control Plan**, 120169-GR, dated Jun. 16/21, Revision 3, dated Jun. 30/22.

And as detailed in the following report(s):

1. **Geotechnical Investigation – 54, 56 & 60 Bayswater Avenue, Ottawa, Ontario**, prepared by Paterson Group, dated October 1, 2021, Revision 2, dated September 13, 2022.
2. **Development Servicing and Stormwater Management Report – 54, 56 & 60 Bayswater**, prepared by Novatech Engineers, Planners & Landscape Architects, dated June 16, 2021, Revision 2, dated November 19, 2021.

3. **Phase 1- Environmental Site Assessment – 54, 56 & 60 Bayswater Avenue, Ottawa, Ontario**, prepared by Paterson Group, dated January 8<sup>th</sup>, 2021.
4. **Environmental Noise Control Study – 54-60 Bayswater Avenue, Ottawa**, prepared by Paterson Group, dated March 10<sup>th</sup>, 2021.
5. **Tree Conservation Report – 54, 56 & 60 Bayswater Avenue, City of Ottawa**, Drawing No. 120169-TCR, prepared by Novatech Engineers, Planners & Landscape Architects, dated June 16/21.

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

## **REQUIREMENTS**

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

## **GENERAL CONDITIONS**

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

The Owner shall enter into a 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, Real Estate 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, Real Estate 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, Real Estate 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, Real Estate and Economic Development.

**7. 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, Real Estate and Economic Development.

**8. 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, Real Estate 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, Real Estate and Economic Development, the aforesaid Works are proceeding satisfactorily toward completion. The Owner shall obtain the prior consent of the General Manager, Planning, Real Estate 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, Real Estate 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.

**9. Development Charges**

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

## **SPECIAL CONDITIONS**

### **10. Permanent Features**

The Owner acknowledges and agrees that no permanent features shall be permitted above and below grade within the City's widened right-of-way or corner sight triangle, including commercial signage, except as otherwise shown on the approved Site Plan referenced in Schedule "E" herein.

### **11. Funds for a Crossing Guard**

Prior to the registration of this Agreement, the Owner acknowledges and agrees to provide confirmation of its arrangement with the Ottawa Safety Council to employ a crossing guard, as well as evidence demonstrating that it has paid the Ottawa Safety Council in the agreed upon amount for such employment. This confirmation shall be to the satisfaction of the General Manager, Planning, Infrastructure and Economic Development. The Owner further acknowledges and agrees that the crossing guard shall be positioned at a location to be decided in the future based on a safety assessment, to be conducted by the Ottawa Safety Council and the Owner, to determine the location where a crossing guard is most needed to assist the public in crossing the street. The Owner further acknowledges and agrees that the crossing guard shall be in employment for the duration of excavation on the subject lands where is overlaps with the school year.

### **12. 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, as contained in Clause 13 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.

### **13. 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:

- (a) “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.”
- (b) “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.”

#### **14. Asphalt Overlay**

Due to the number of road cut permits required to service this development, the Owner shall install an asphalt overlay over the total area of the public driving surface as shown on the approved General Plan of Services, 120169-GP, prepared by Novatech, 120169, dated June 16th 2021, revision 4, dated October 20, 2022., referenced in Schedule “E” hereto. The overlay shall be carried out to the satisfaction of the General Manager, Planning, Real Estate and Economic Development. The Owner acknowledges and agrees that all costs are to be borne by the Owner.

#### **15. 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, Real Estate and Economic Development.

#### **16. 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.

#### **17. Stationary Noise Study**

The Owner covenants and agrees that is shall retain the services of an professional engineer licensed in the Province of Ontario to provide a Stationary Noise Study (the “Report”) for review to Development Review (PRED-DR), prior to issuance of a building permit, further to City comments and requirements. The Owner further acknowledges and agrees that is shall provide the General

Manager, Planning Real Estate and Economic Development Department (PRED) with confirmation issued by the professional engineer that the Owner has complied with all recommendations and provisions of the Report, prior to building occupancy, which confirmation shall be to the satisfaction of the General Manager, Planning Infrastructure and Economic Development Department.

### **18.Noise Control Attenuation Measures**

- (1) The Owner acknowledges and agrees to implement the noise control attenuation measures recommended in the approved **Environmental Noise Control Study**, Prepared by Paterson Group, report PG5647-1 dated March 10, 2021 referenced in Schedule "E" of this Agreement, as follows:
  - (a) each unit is to be equipped with central air conditioning;
  - (b) each unit is to be fitted with a forced air heating system and ducting, and shall be sized to accommodate central air conditioning;
  - (c) further to subsection (b) above, the location and installation of any outdoor air conditioning device(s) shall comply with the noise criteria of the Ministry of the Environment, Conservation and Parks' Publication NPC-216, dated 1993, and the Environmental Noise Guidelines for Installation of Residential Air Conditioning Devices, dated September 1994, as amended, in order to minimize the noise impacts both on and off the immediate vicinity of the subject lands.
  - (d) 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;
  - (e) 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, as detailed in Clause 19 below.

### **19.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 A – Increasing Roadway Traffic

"The Purchaser/Lessee for himself, his heirs, executors, administrators, successors and assigns acknowledges being advised that noise levels due to 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."

## Type C – Forced Air Heating System and Ducting

“The Purchaser/Lessee for himself, his heirs, executors, administrators, successors and assigns acknowledges being advised that this dwelling unit has been fitted with a forced air heating system and the ducting, etc. was sized to accommodate central air conditioning. Installation of central air conditioning by the Purchaser/Lessee 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 for himself, his heirs, executors, administrators, successors and assigns acknowledges and agrees it shall identify the location and install any outdoor air conditioning device(s) so as to comply with the noise criteria of the Ministry of the Environment, Conservation and Parks’ Publication NPC-216, dated 1993, and the Environmental Noise Guidelines for Installation of Residential Air Conditioning Devices, dated September 1994, as amended, in order to minimize the noise impacts both on and off the immediate vicinity of the subject lands.”

## **20. Geotechnical Investigation**

The Owner acknowledges and agrees that it shall retain the services of a geotechnical engineer, licensed in the Province of Ontario, to ensure that the recommendations of the Geotechnical Investigation Report Prepared by Paterson Group Report PG5645-1 Revision 2 dated September 13, 2022, referenced in Schedule “E” herein, are fully implemented. The Owner further acknowledges and agrees that it shall provide the General Manager, Planning, Real Estate 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, Real Estate and Economic Development.

## **21. 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 be liable 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, as contained in Clause 22 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.

## **22. 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 acknowledge 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.”

## **23. Stormwater Management Memorandum**

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

## **24. Protection of City Sewers**

(a) Prior to the issuance of a building permit, the Owner shall, at its expense:

- (i) obtain a video inspection of the City Sewer System within Sanitary Sewer between MHSA37292 and MHSA27293 and within Storm Sewer between MHST37231 and MHST37232 on Bayswater Avenue prior to any construction to determine the condition of the existing City Sewer System prior to construction on the lands and to provide said video inspection to the General Manager, Planning, Real Estate and Economic Development.

(b) Upon completion of construction on the lands, the Owner shall, at its expense and to the satisfaction of the General Manager, Planning, Real Estate and Economic Development:

- (i) obtain a video inspection of the existing City Sewer System within Sanitary Sewer between MHSA37292 and MHSA27293 and within Storm Sewer between MHST37231 and MHST37232 on Bayswater Avenue to determine



if the City Sewer System sustained any damages as a result of construction on the lands; and

- (ii) assume all liability for any damages caused to the City Sewer System within Sanitary Sewer between MHSA37292 and MHSA27293 and within Storm Sewer between MHST37231 and MHST37232 on Bayswater Avenue and compensate the City for the full amount of any required repairs to the City Sewer System.

## **25. Storm Water Flow Control Devices**

The Owner acknowledges and agrees to install and maintain in good working order the required flow control roof drains and internal SWM pumps, as recommended in the approved **Development Servicing and Stormwater Management Report**, prepared by Novatech, Novatech File No. 120169, dated June 16, 2021, revised November 11, 2022, 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.

## **26. 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, Real Estate 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, Real Estate 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, Real Estate 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, Real Estate and Economic Development.

## **27. Stormwater Works Certification**

Upon completion of all stormwater management Works, the Owner acknowledges and agrees to retain the services of a Professional Engineer, licensed in the Province of Ontario, to ensure that all measures have been implemented in conformity with the approved Plans and Reports, referenced in Schedule “E” herein. The Owner further acknowledges and agrees to provide the General Manager, Planning, Real Estate 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 Plans and Reports referenced in Schedule “E” herein.

## **28. Private Storm Sewer Connection to City Sewer System**

The Owner acknowledges and agrees that any new storm sewers to be installed as part of this development shall not be connected to the City's existing storm sewer system until :

- a) a certificate of conformance and As-built Drawings have been received from a Professional Engineer, licensed in the Province of Ontario, certifying that all required inlet control devices have been properly installed to City Standards or Specifications, and that the storm sewer system has been installed in accordance with the approved engineering drawings for site development and City Sewer Design Guidelines. The inlet control devices shall be free of any debris;

## **29. 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.

## **30. Water Demand for Fire Fighting**

The Owner acknowledges and agrees that the City's boundary conditions were provided for the subject development site setting out the available municipal water supply. The Owner further acknowledges and agrees that prior to building permit issuance, a letter shall be prepared by a qualified Building Code professional, licensed in the Province of Ontario, and provided to the General Manager, Planning, Real Estate and Economic Development confirming the plans submitted for building permit issuance have incorporated any and all requirements of the Fire Underwriters Survey, 2020, or as amended, to achieve the low construction coefficient used within the proposed building design.

## **31. Site Lighting Certificate**

- (a) In addition to the requirements contained in Clause 19 of Schedule "C" hereto, the Owner acknowledges and agrees, prior to the issuance of a building permit, to provide the City with a certificate from an acceptable professional engineer, licensed in the Province of Ontario, which certificate shall state that the exterior site lighting has been designed to meet the following criteria:
  - (i) it must be designed using only fixtures that meet the criteria for full cut-off (sharp cut-off) classification, as recognized by the Illuminating Engineering Society of North America (IESNA or IES);
  - (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, Real Estate 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.

### **32. Elevations**

The Owner acknowledges and agrees to construct the proposed building in accordance with the approved Elevations Plans, referenced in Schedule "E" herein. The Owner further acknowledges and agrees that any subsequent proposed changes to the approved Elevations Plans shall be filed with the General Manager, Planning, Real Estate and Economic Development and agreed to by both the Owner and the City prior to the implementation of such changes. No amendment to this Agreement shall be required.

### **33. Tree Permit**

The Owner acknowledges and agrees to abide by the City's Tree Protection Bylaw, being By-Law No. 2020-340, as amended and that any trees to be removed shall be removed in accordance with an approved Tree Permit and the Tree Conservation Report referenced in Schedule "E" hereto.

### **34. Tree Protection**

The Owner acknowledges and agrees to abide by the City's Tree Protection Bylaw, being By-Law No. 2020-340, as amended and that all retained trees will be protected in accordance with an approved Tree Conservation Report referenced in Schedule "E" hereto.

### **35. Snow Storage – no interference with servicing**

In addition to the requirements of Clause 17 of Schedule "C" of this Agreement, the Owner further acknowledges and agrees that any portion of the subject lands which is intended to be used for snow storage shall not interfere with the servicing of the subject lands.

### **36. Waste Collection**

The Owner acknowledges and agrees that residential cart (and/or container) garbage, recycling, and organic waste collection will be provided by the City from a centralized refuse room or area. The Owner shall provide, at its own expense, adequate storage for the containers and carts and acknowledges it is recommended that they be placed on a concrete floor. The Owner shall provide an adequately constructed pathway for direct access to the garbage/recycling/organic waste storage room or area suitable for garbage/recycle/organic waste collection vehicles. Any additional services (i.e. winching of containers) may result in extra charges.

**37. 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.

**38. Pre-Construction Meeting**

The Owner agrees to hosting a virtual pre-construction meeting with the community and Ward Councillor's office prior to the start of excavation and construction on the site.

February 15, 2023

\_\_\_\_\_  
Date



\_\_\_\_\_  
Andrew McCreight  
Manager, Development Review Central  
Planning, Real Estate and Economic  
Development Department

Enclosure: Site Plan Control Application approval – Supporting Information

## SITE PLAN CONTROL APPROVAL APPLICATION SUPPORTING INFORMATION

---

**File Number:** D07-12-21-0090

### **SITE LOCATION**

54, 56 and 60 Bayswater Avenue, and as shown on **Document 1**.

### **SYNOPSIS OF APPLICATION**

The subject lands are located on the west side of Bayswater Avenue, south of the intersection with Somerset Street West. Somerset is a Traditional Mainstreet with mixed-use buildings, including retail and services.

To the north of the subject lands is a high-rise apartment building (17 storeys) situated at the corner of Bayswater and Somerset. Directly across Bayswater, to the east of the subject lands, there is a mid-rise apartment building (six storeys). The surrounding neighbourhood is otherwise characterized by low-rise residential uses.

The proposed redevelopment is a six-storey apartment building containing 40 dwelling units, 50 bike parking spaces and 18 vehicular parking spaces.

The proposed development will be serviced by connections to the existing watermain, sanitary and storm sewer systems in Bayswater Avenue. Staff have approved the proposed water, wastewater and stormwater servicing for the site subject to the conditions to Site Plan approval.

Barrier-free access to the proposed building will be provided at various points around the site to allow for ease of movement for all residents. The redevelopment requires the demolition of the existing buildings and the removal of some trees. The site will be planted with new trees and landscaping at-grade and on the roof-top.

The existing rear parking spaces and garages along the rear lane on the west side of the building will be removed and replaced with rear yard amenity space, landscaping and surface parking with a proposed carport roof. The redevelopment provides the minimum required vehicular parking for the site and exceeds the minimum required bike parking total by more than double.

### **DECISION AND RATIONALE**

This application is approved for the following reasons:

- This Site Plan Control application was submitted concurrently with an application for Zoning By-Law Amendment and deemed complete prior to the Minister's approval of the current Official Plan (November 4<sup>th</sup>, 2022).

The Zoning By-Law Amendment was approved by Council on May 25<sup>th</sup>, 2022, meaning that the policies of Official Plan 2003, as amended, were reviewed for conformity. The proposed redevelopment conforms to the policies from Official Plan, 2003 as amended.

- Staff find that the proposal is consistent with policy direction in the Official Plan, as approved by the Minister on November 4<sup>th</sup>, 2022. The proposal conforms to the Official Plan.
- The subject lands are not subject to any Secondary Plan or Community Design Plan.
- The proposed redevelopment conforms to the City of Ottawa's Zoning By-Law 2008-250, as amended. The proposal conforms to all site-specific zoning exceptions which were approved by Council to accommodate the proposed redevelopment, including performance standards, heights, step backs, setbacks etc.
- Rationale for conditions:
  - Engineering conditions that reflect the requirements of the proposed servicing and servicing connections.
  - Noise Control Attenuation measures will be implemented through the proposed redevelopment and a notice on title condition has been required to caution future tenants with respect to the potential noise emissions from building components and potential noise from increased traffic external to the site.
  - Not every dwelling unit will be equipped with a parking space, so a notice on title condition stating that on-site parking is not guaranteed has been included to reflect the proposal.
  - There were some public comments/ concerns related to construction, so Staff have agreed to include a condition requiring that a community-oriented pre-construction meeting take place prior to the start of excavation.
  - Tree removal and protection permit conditions to ensure the lawful removal of trees and lawful protection of the trees to be retained.
  - To ensure that snow storage areas, where planned, do not interfere with the servicing of the subject lands.
  - Below grade parking area and depressed driveway conditions due to the proposed underground parking garage.
  - There were some public comments/ concerns related to pedestrian safety, so Staff have agreed to include a condition requiring funds for a crossing guard to improve safety in this area.
- The proposed redevelopment represents good land use planning.

## **PARKLAND DEDICATION**

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

## **CONSULTATION DETAILS**

### **Councillor's Comments**

Councillor Leiper was aware of the application related to this report. Councillor Leiper has concurred with the proposed conditions of approval.

### **Public Comments**

This application was subject to public circulation under the Public Notification and Consultation Policy. There were public comments received online and staff considered these comments.

### **Technical Agency Comments**

All technical agency correspondences and requirements (i.e. Hydro, Bell Canada, Enbridge etc.) were forwarded to the applicant during the review of the Site Plan Control application, and the applicant was advised, where applicable, to contact technical agencies directly for additional information and requirements.

## **APPLICATION PROCESS TIMELINE STATUS**


This Site Plan application was not processed by the On Time Decision Date due to the approval of the Zoning By-Law Amendment and the number of reviews required.

**Contact:** Eric Forhan, Planner II, Development Review Central

Tel: 613-580-2424, ext. 21891 or e-mail: [eric.forhan@ottawa.ca](mailto:eric.forhan@ottawa.ca)

# Document 1 – Location Map



	
D02-02-21-0058	21-1029-D
D07-12-21-0090	
I:\CO\2021\Zoning\Bayswater_56_60	
<small>©Parcel data is owned by Teranet Enterprises Inc. and its suppliers All rights reserved. May not be produced without permission THIS IS NOT A PLAN OF SURVEY</small>	
<small>©Les données de parcelles appartient à Teranet Enterprises Inc. et à ses fournisseurs. Tous droits réservés. Ne peut être reproduit sans autorisation. CE CI N'EST PAS UN PLAN D'ARPENTAGE</small>	
REVISION / RÉVISION - 2021 / 07 / 21	

LOCATION MAP / PLAN DE LOCALISATION  
 ZONING KEY PLAN / SCHÉMA DE ZONAGE  
 SITE PLAN / PLAN DE EMPLACEMENT

**54, 56, 60 av. Bayswater Street**

	Area A to be rezoned from R4UB to R5N[XXXX] Le zonage du secteur A sera modifié de R4UB à R5N[XXXX]
--	--

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)

