



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

Site Location: 233 Argyle Avenue

File No.: D07-12-21-0171

Date of Application: October 26, 2021

This SITE PLAN CONTROL application submitted by Lisa Dalla Rosa (Fotenn Planning & Design), on behalf of Smart Living Properties Ltd. , is APPROVED as shown on the following plan(s):

1. **Site Plan – 233 Argyle**, Drawing No. SP01, prepared by Woodman Architect & Associates Ltd., dated 17/06/22, revision 3, dated 12/19/22.
2. **Tree Conservation Report & Landscape Plan – 233 Argyle Avenue**, Drawing No. L.1, prepared by James B. Lennox & Associates Inc., dated 09/24/2021, revision 5, dated 12/15/2022.
3. **Grading, Drainage, Servicing and Sediment & Erosion Control Plan**, Drawing No. C101, prepared by McIntosh Perry, dated Sept 22, 2021, revision 4, dated Dec 12, 2022.
4. **North-East Elevation – 233 Argyle**, Drawing No. A133, prepared by Woodman Architect & Associates Ltd., dated 2022-10-18.
5. **South-West Elevation – 233 Argyle**, Drawing No. A134, prepared by Woodman Architect & Associates Ltd., dated 2022-10-18.

And as detailed in the following report(s):

1. **Servicing & Stormwater Management Report - 233 Argyle Avenue** , prepared by McIntosh Perry, dated 2022-12-22.
2. **Geotechnical Investigation Proposed Residential Addition to Office Building – 233 Argyle Avenue**, prepared by exp., dated September 23, 2021.
3. **Phase One Environmental Site Assessment – 233 Argyle Avenue, Ottawa Ontario**, prepared by exp., dated 2021-03-19.
4. **Phase Two Environmental Site Assessment – 233 Argyle Avenue, Ottawa, Ontario**, prepared by exp., dated 2021-04-23.
5. **Roadway Traffic Noise Assessment – 330 McLeod Street & 233 Argyle Avenue**, prepared by Gradient Wind Engineers & Scientists, dated October 14, 2021.

And subject to the following Requirements, Scoped Site Plan Agreement, General and Special Conditions:

Requirements

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

Scoped Site Plan Agreement Conditions:

1. 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. On-Site Parking

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

The Owner acknowledges and agrees that a notice-on-title respecting on-site parking, as contained in Clause 3 below, shall be registered on title to the subject lands, at the Owner's expense, and a warning clause a notice shall be included in all agreements of purchase and sale and lease agreements.

3. 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 will not be

provided with any on-site parking. Should the Purchaser/Lessee have a vehicle for which they wish to have parking, alternative and lawful arrangements will 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.”

4. **Maintenance and Liability Agreement for Landscaping**

The Owner acknowledges and agrees it shall be required to enter into a Maintenance and Liability Agreement with the City, for those elements which are to be located in the City’s right-of-way along Argyle Avenue, as shown on the approved Tree Conversation Report and Landscape Plan and referenced in Schedule “E” herein, including all plant and landscaping material (except municipal trees) and walkways, to be constructed/placed in the ROW. The Maintenance and Liability Agreement shall be registered on title, at the Owner’s expense, immediately after the registration of this Agreement. The Owner shall assume all maintenance and replacement responsibilities in perpetuity.

5. **Parkland Dedication**

- (a) The Owner acknowledges and agrees that the conveyance requirement to the City is 52.93 square metres.
- (b) The Owner covenants and agrees that the conveyance requirement shall be provided to the City in the form of cash-in-lieu of parkland, and has been calculated at the rate set out below in accordance with the Parkland Dedication By-law, being By-law No. 2022-280, as amended, being:

For cash-in-lieu of conveyance of parkland (residential > 18 units/net ha):

- i. one hectare per 1,000 net residential units but shall not exceed a maximum of 10% of the gross land area where less than or equal to five hectares.

6. **Cash-In-Lieu of Conveyance of Parkland**

Prior to registration of the Site Plan Agreement, the Owner acknowledges and agrees to pay cash-in-lieu of conveyance of parkland as referenced in Schedule “B” herein. Pursuant to the City’s Parkland Dedication By-law, being By-law No. 2022-280, as amended, 40% of said funds collected shall be directed to City wide funds, and 60% shall be directed to Ward 14 funds. The Owner shall also pay the

parkland appraisal fee of \$820.00 plus H.S.T. of \$106.60, as referenced in Schedule "B" herein.

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

General Conditions

7. Execution of Letter of Undertaking

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

8. 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.

9. 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.

10. 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.

11. Construction Fencing

The Owner acknowledges and agrees to install construction fencing, at its expense, in such a location as may be determined by the General Manager, Planning, Real Estate and Economic Development.

12. 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.

13. Completion of Works

The Owner acknowledges and agrees that no new building will be occupied on the lands until all requirements with respect to completion of the Works as identified in this Agreement have been carried out and received Approval by the General Manager, Planning, 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.

Special Conditions

14. Professional Engineering Inspection

The Owner shall have competent Professional Engineering inspection personnel on-site during the period of construction, to supervise the Works, and the General Manager, Planning, 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.

15. 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 Proposed Residential Addition to Office Building (the "Report"), referenced in 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.

16. Stormwater Management Memorandum

Prior to issuance of a building permit, 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.

17. 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 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 herein.

18. Inlet Control Devices (ICDs)

The Owner acknowledges and agrees to install and maintain in good working order the required stormwater inlet control devices, as recommended in the approved Servicing & Stormwater Management Report (the "Report"), referenced 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.

19. Site Lighting Certificate

- (a) The Owner acknowledges and agrees, prior to the issuance of a building permit, to provide the City with a certificate from an acceptable professional engineer, licensed in the Province of Ontario, which certificate shall state that the exterior site lighting has been designed to meet the following criteria:
 - (i) it must be designed using only fixtures that meet the criteria for full cut-off (sharp cut-off) classification, as recognized by the Illuminating Engineering Society of North America (IESNA or IES); and
 - (ii) it must result in minimal light spillage onto adjacent properties. As a guideline, 0.5 fc is normally the maximum allowable spillage.

- (b) The Owner acknowledges and agrees that, upon completion of the lighting Works and prior to the City releasing any associated securities, the Owner shall provide certification satisfactory to the General Manager, Planning, 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.

20. Record of Site Condition

Prior to the issuance of any building permit, the Owner shall submit to the General Manager, Planning, Real Estate and Economic Development, and the Chief Building Official, a Record of Site Condition ("RSC") completed in accordance with the *Environmental Protection Act*, R.S.O. 1990, c. E.19, *O.Reg. 153/04* ("*O.Reg. 153/04*"), as amended, and such RSC shall be acknowledged by the Ministry of the Environment, Conservation and Parks. The RSC shall confirm that all or part of the site is suitable for the proposed use in accordance with *O.Reg. 153/04*. The City may issue a building permit on a phased basis to allow for site investigation and remediation activities if permitted by *O.Reg. 153/04* which shall be at the sole discretion of the Chief Building Official.

21. Remedial Activities

The Owner acknowledges and agrees to complete remedial activities on soil and groundwater onsite to meet the applicable provincial standards. The Owner further acknowledges and agrees to submit a revised phase two environmental site assessment with a remediation report appended as per the requirements of *O. Reg. 153/04* to the satisfaction of the General Manager, Planning, Real Estate and Economic Development.

22. Exterior Elevation Drawings

The Owner acknowledges and agrees to construct the proposed building in accordance with the approved Elevations, referenced herein. The Owner further acknowledges and agrees that any subsequent proposed changes to the approved 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 Letter of Undertaking shall be required.

23. Waste Collection – Residential

The Owner acknowledges and agrees that the City will provide curb-side cart (and/or container) garbage, recycling, and organic waste collection for the residential units. The Owner acknowledges and agrees that it is recommended that the containers and carts be placed on a concrete floor where being stored.

24. Waste Collection – Office Use (Non-Residential)

The Owner acknowledges and agrees that garbage, recycling, and organic waste collection will not be provided by the City and it shall make appropriate arrangements with a private contractor for garbage, recycling, and organic waste collection at the Owner's sole expense. The Owner shall consult a private contractor regarding any access requirements for garbage and/or recycling and organic waste collection.

March 7, 2024

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: D07-12-21-0171

SITE LOCATION

233 Argyle Avenue , and as shown on Document 1.

SYNOPSIS OF APPLICATION'

233 Argyle Avenue is located on the south side of the block bounded by McLeod Street (north), O'Connor Street (east), Argyle Avenue (south) and Bank Street (west), in Centretown. The property has a frontage of approximately 10 metres (m) along Argyle Avenue, with a lot depth of approximately 52m and a total lot area of approximately 530 sqm.

233 Argyle Avenue is currently occupied by a three (3) storey heritage building (office). The site has surface parking found at the rear and there is an existing easement that provides access to this area via an existing driveway at 229 Argyle Avenue, which abut the subject lands to the east. This access will be maintained, and the existing, legal non-conforming office use, will remain.

The surrounding area is characterized by a broad mix of uses and building typologies including low-, mid- and high-rise residential and mixed-use buildings, commercial buildings and institutional uses. Rear yard infill development is common to this area and within this city block. The surrounding neighbourhood is vibrant in terms of entertainment, arts and culture and recreation. Major cultural and institutional facilities, such as the Museum of Nature, parks and Bank Street corridor are all within a one (1) block radius of the subject lands. The subject lands are close to bus transit, cycling infrastructure along O'Connor Street and the Gladstone Avenue and Bank Street transit priority corridors.

The proposed development at 233 Argyle Avenue is a three (3) storey residential addition to an existing heritage building (office), consisting of 14 bachelor units, approximately 26 bicycle parking spaces and no on-site vehicle parking. The proposal aims to maintain both the existing heritage building (office) and replace the surface parking in the rear yard with the proposed residential addition, trees, landscaping, and a rear yard amenity area. The existing Office use will continue. Entrances to the existing office and the residential addition will remain separate, and direct access to the internalized waste storage room will be provided from the proposed walkway, which is consistent with the existing access easement (to remain in place). The DAR conditions reflect the design details and requirements (e.g. servicing) of the proposed development.

Residential Units and Types

Dwelling Type	Number of Units
Apartment	14

Related Applications

The following applications are related to this proposed development:

- Zoning By-law Amendment – D02-02-21-0133

DECISION AND RATIONALE

This application is approved for the following reasons:

- The subject property is designated Neighbourhood within the Downtown Core Transect Policy Area and is subject to the Central and East Downtown Core Secondary Plan. The Secondary Plan designates the property "Local Neighbourhood" within the Central Character Area. The proposed development is mixed-use and low-rise and is, therefore, permitted. The proposal is consistent with the policies of the Official Plan.
- The proposed development conforms to the Council-approved zoning for the site, in full force and effect as of June 28, 2023 (by-law 2023-307). The proposal conforms to Zoning By-Law 2008-250.
- The conditions reflect the design details and requirements (e.g. servicing) of the proposed development. The conditions are considered appropriate.
- The proposed development represents good planning

PARKLAND DEDICATION

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

URBAN DESIGN REVIEW PANEL

The property is within a Design Priority Area and the Zoning By-law Amendment application and concurrent Site Plan Control applications were presented to the Urban Design Review Panel (UDRP). The applicant presented their first proposal to the UDRP at an informal meeting on April 9th, 2021 and later at a formal meeting on December 5th, 2021. The recommendations from the formal UDRP meeting were successful in aiding in the implementation of several design positive design changes.

CONSULTATION DETAILS

Councillor's Comments

Councillor Ariel Troster was aware of the application related to this report. Councillor 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/Public Body Comments

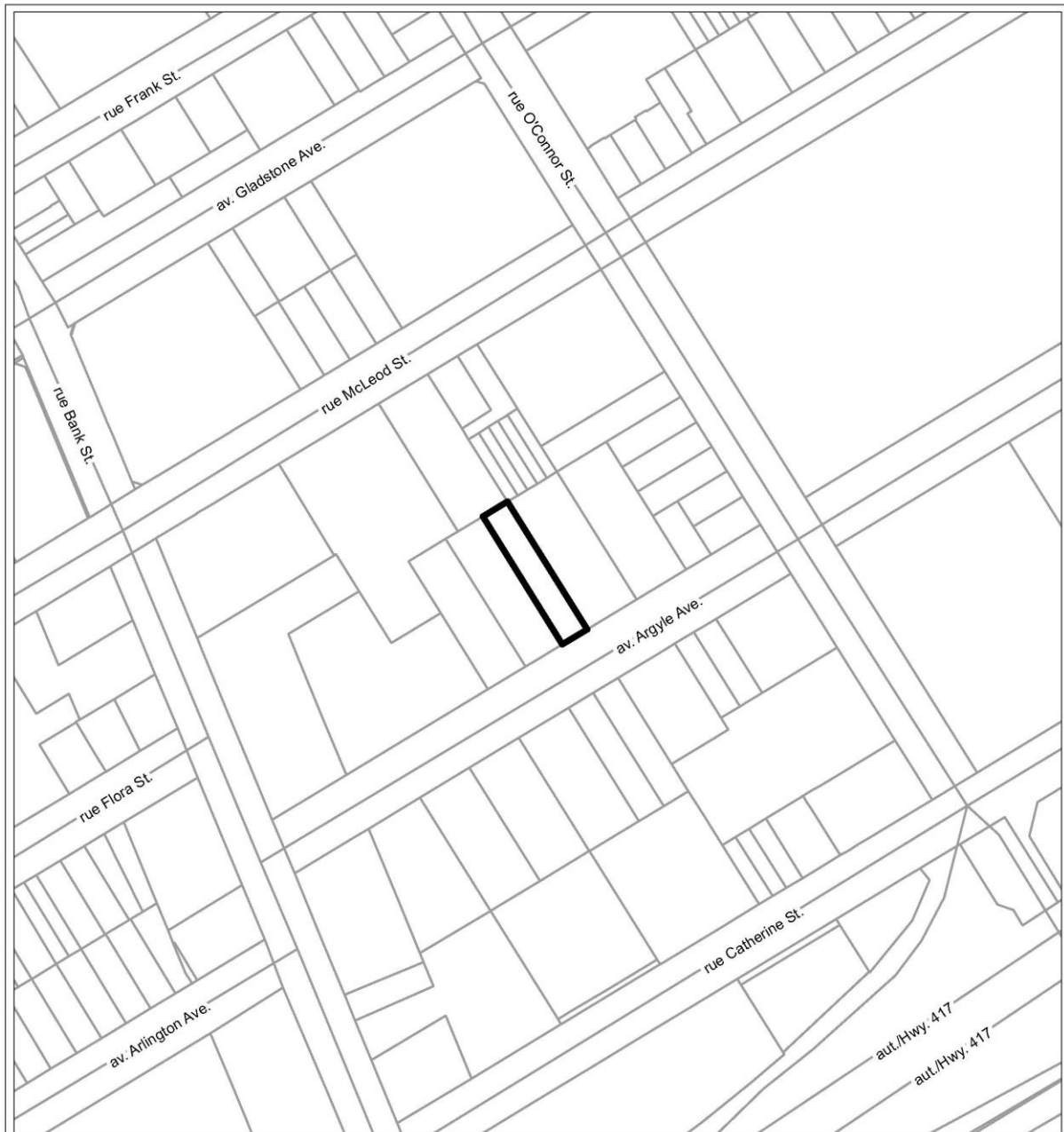
All technical agency correspondence was forwarded to the applicant, and the applicant was advised to contact technical agencies directly for additional information and requirements.

APPLICATION PROCESS TIMELINE STATUS

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

Contact: Eric Forhan, Planner II, Development Review Central Tel: 613-580-2424, ext. 21891 or e-mail: eric.forhan@ottawa.ca

Document 1 – Location Map



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

D07-12-21-0171

21-1429-X

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233 avenue Argyle Avenue

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REVISION / RÉVISION - 2021 / 11 / 09



NOT TO SCALE