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

Site Location: 370 Cambridge Street North

File No.: D07-12-23-0036

Date of Application: March 29, 2023

This SITE PLAN CONTROL application submitted by Michael Segreto, Miroca Design Consulting Services Inc., on behalf of 2250276 Ontario Inc., is APPROVED as shown on the following plan(s):

- 1. **Site Plan**, drawing A100, prepared by Marco lanni Architect LTD., dated 10/01/24, revision 3, dated 06/06/24.
- 2. Front Elevation (East), Rear Elevation (West), Left Side Elevation (South), Right Side Elevation (North), drawing no. A3.6, prepared by Miroca Design Inc., dated January 2023, revision 3, dated November 23, 2023.
- 3. **Tree Conservation Report & Landscape Plan**, drawing L.1, prepared by James B. Lennox & Associates Inc., dated August 2022, revision 5, dated 01/18/2024.
- 4. Storm Drainage Area Plan, drawing D-1, prepared by T.L. Mak Engineering Consultants Ltd., dated April 2022, revision 3, dated 12/01/23.
- 5. **Proposed Rooftop Stormwater Management Plan**, drawing no. SWM-1, prepared by T.L. Mak Engineering Consultants Ltd., dated April 2022, revision 3, dated 12/01/23.
- 6. **Proposed Grading and Servicing Plan**, drawing no. G-1, prepared by T.L. Mak Engineering Consultants Ltd., dated April 2022, revision 6, dated 12/01/23
- 7. **Proposed Erosion and Sediment Control Plan**, drawing no. ESC-1, prepared by T.L. Mak Engineering Consultants Ltd., dated April 2022, revision 3, dated 12/01/23.

And as detailed in the following report(s):

- 1. **Serviceability Report**, Report no. R-821-155A, prepared by T.L. Mak Engineering Consultants Ltd., dated July 2022, revision 2, dated November 2023.
- 2. **Noise Impact Assessment Study**, prepared by Integral DX Engineering Ltd., Update 1, dated 2023-12-01.
- 3. **Phase 1 Environmental Site Assessment**, Project # 220214, prepared by Kollaard Associates, dated March 25, 2022, Rev. June 27, 2023.

- 4. **Storm Drainage Report**, report no. R-821-155, prepared by T.L. Mak Engineering Consultants Ltd., dated July 2022, Revision 1, dated September 2023.
- 5. **Technical Memorandum Geotechnical Investigation and Phase I ESA**, Project # 220214, prepared by Kollaard Associates, dated June 28, 2023.
- 6. **Geotechnical investigation**, Project # 220214, prepared by Kollaard Associates, dated April 8, 2022.

And subject to the following Requirements and Scoped Site Plan Agreement 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. <u>Execution of Agreement Within One Year</u>

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**

- (a) 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 onstreet 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
- (b) The Owner acknowledges and agrees that a notice-on-title respecting onsite 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 shall be included in all agreements of purchase and sale and lease agreements.

# 3. Notice on Title – On-site Parking

The Owner acknowledges and agrees that a notice shall be registered on title to the subject lands, at the Owner's expense. The Owner further acknowledges and agrees that such notice on title, or the clauses as written directly below, shall be included in all agreements of purchase and sale and lease agreements to inform prospective purchasers and tenants of these matters. The notice on title shall include, but not be limited to, the following:

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 themself, their heirs, executors, administrators, successors and assigns, acknowledges being advised that the unit being sold/rented may or 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 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."

# 4. Noise Control Attenuation Measures

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

- (a) each unit is to be equipped with central air conditioning;
- (b) further to subsection (a) 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;

- (c) prior to the issuance of a building permit, a review of building components (windows, walls, doors) is required and must be designed to achieve indoor sound levels within the City's and the Ministry of the Environment, Conservation and Parks' noise criteria. A letter shall be prepared by a qualified professional 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 mitigation measures to achieve the required indoor sound levels;
- (d) upon completion of the development and prior to occupancy and/or final building inspection, a professional engineer, licensed in the Province of Ontario with expertise in the subject of acoustics related to land use planning, shall be retained to visit the lands, inspect the installed noise control measures and satisfy themself that the installed recommended interior noise control measures comply with the measures in the Noise Impact Assessment Study referenced in Schedule "E" hereto. The professional engineer shall prepare, sign and stamp a letter to the General Manager, Planning, Real Estate and Economic Development (the "Certification Letter") stating that they certify acoustical compliance with all requirements of the applicable conditions in this Agreement, to the satisfaction of the General Manager, Planning, Real Estate and Economic Development.

# 5. Notice on Title - Noise Control Attenuation Measures

The Owner acknowledges and agrees that a notice shall be registered on title to the subject lands, at the Owner's expense. The Owner further acknowledges and agrees that such notice on title, or the clauses as written directly below, shall be included in all agreements of purchase and sale and lease agreements to inform prospective purchasers and tenants of these matters. The notice on title shall include, but not be limited to, the following:

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 themself, their heirs, executors, administrators, successors and assigns, acknowledges being advised that noise levels due to increasing roadway traffic may be of concern, occasionally interfering with some activities of the dwelling occupants as the outdoor sound level exceeds the City of Ottawa's and the Ministry of the Environment, Conservation and Parks' noise criteria."

#### Type D – Central Air Conditioning

"The purchaser/lessee for themself, their heirs, executors, administrators, successors and assigns, acknowledges being advised that this dwelling unit has been supplied with a central air conditioning system which will allow windows and exterior doors to remain closed, thereby ensuring that the indoor sound levels are within the City of Ottawa's and the Ministry of the Environment, Conservation and Parks' noise criteria."

"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."

# 6. **Parkland Dedication**

- (a) The Owner acknowledges and agrees that the conveyance requirement to the City is 62.86 square metres.
- (b) The Owner covenants and agrees that the conveyance requirement 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:
  - (i) 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.

## 7. 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.

#### 8. 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 Cambridge Street North right-of-way, as shown on the approved Site Plan referenced in Schedule "E" herein, including all plant and landscaping material (except municipal trees), waste collection pad and two walkways. 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.

# 9. Notice on Title - School Accommodation

The Owner acknowledges and agrees that a notice shall be registered on title to the subject lands, at the Owner's expense. The Owner further acknowledges and agrees that such notice on title, or the clauses as written directly below, shall be included in all agreements of purchase and sale and lease agreements to inform prospective purchasers and tenants of these matters. The notice on title shall include, but not be limited to, the following:

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 themself, their heirs, executors, administrators, successors and assigns, acknowledges being advised that the Ottawa-Carleton District School Board has pupil accommodation concerns for this dwelling unit. The purchaser/lessee agrees to inform prospective purchasers or tenants in all subsequent agreements of purchase and sale and lease agreements that school accommodation pressures exist in the Ottawa-Carleton District School Board, which are currently being addressed by the utilization of portable classrooms and/or by directing students to school outside their community."

"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."

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

#### **General Conditions**

#### 10. 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.

#### 11. 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.

# 12. 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.

#### 13. **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.

#### 14. 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.

#### 15. **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.

#### 16. **Development Charges**

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

#### 17. <u>Designated Substances Survey</u>

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

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

#### **Special Conditions**

#### 18. **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.

# Access

# 19. **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.

## 20. 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.

# **Geotechnical Engineering and Soils**

#### 21. **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 (the "Report"), 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.

# Civil Engineering

# 22. 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 Cambridge Street North 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 Cambridge Street North 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 Cambridge Street North and compensate the City for the full amount of any required repairs to the City Sewer System.

# 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. 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.

#### 25. Inlet Control Devices (ICDs)

The Owner acknowledges and agrees to install and maintain in good working order the required roof-top stormwater inlet control devices, as recommended in the approved Stormwater Management Report, referenced in Schedule "E" herein. The Owner further acknowledges and agrees it shall assume all maintenance and replacement responsibilities in perpetuity. The Owner shall keep all records of inspection and maintenance in perpetuity, and shall provide said records to the City upon its request.

#### **Blasting**

# 26. <u>Use of Explosives and Pre-Blast Survey</u>

The Owner acknowledges and agrees that all blasting activities will conform to the City's Standard S.P. No. F-1201 entitled Use of Explosives, as amended. Prior to any blasting activities, a pre-blast survey shall be prepared as per S.P. No. F-1201, at the Owner's expense, for all buildings, utilities, structures, water wells and

facilities likely to be affected by the blast based on the location where explosives are to be used. In particular, a pre-blast survey shall be completed in accordance with Table 1 of S.P. No. F-1201. The standard inspection procedure shall include the provision of an explanatory letter to the owner or occupant and owner with a formal request for permission to carry out an inspection.

# Site Lighting

# 27. 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); 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.

#### **Planning and Design**

## 28. Waste Collection

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.

#### Other

#### 29. **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.

# 30. Works on City Road Allowances

Any Works required to be done by the Owner on City road allowances shall be according to the specifications and by-laws of the City. The Owner, or its contractor, shall be required to obtain all the necessary permits for road cuts prior to the disruption of the City road allowance and it is further understood and agreed that the aforementioned cuts shall be reinstated to the satisfaction of the Director, Infrastructure Services.

#### 31. Video Examination

Video examination of storm and sanitary sewers 200mm or larger in diameter shall be required by the General Manager, Planning, Real Estate and Economic Development, at the Owner's expense, before final Acceptance or Approval of the Works.

# 32. **Testing**

The Owner may be required by the City to perform qualitative and quantitative testing, at the Owner's expense, of any materials which have been or are proposed to be used in the construction of any of the Works required by this Agreement to determine whether they are in conformity with applicable standards as determined by the General Manager, Planning, Real Estate and Economic Development.

# 33. **Provision of As-Built Drawings**

The Owner shall supply to the General Manager, Planning, Real Estate and Economic Development, one set of mylar or plastic film as-constructed road, grading and service drawings including the location of all Works, certified under seal by a Professional Engineer, licensed in the Province of Ontario, for City records upon Acceptance and Approval of the Works. Furthermore, the Owner shall provide the As-built Drawings and the attribute data for the Works in a form that is compatible with the City's computerized systems.

June 7, 2024

Date Andrew McCreight,

Manager, Development Review Central, Planning, Development and

**Building Permits Department** 

Enclosure: Site Plan Control Application approval – Supporting Information

# SITE PLAN CONTROL APPROVAL APPLICATION SUPPORTING INFORMATION

File Number: D07-12-23-0036

#### SITE LOCATION

370 Cambridge Street North, and as shown on Document 1.

#### SYNOPSIS OF APPLICATION

The subject site is located on the western part of Cambridge Street North, between Arlington Avenue and Raymond Street, in the Centretown West Neighbourhood. The regular lot has an area of 628.6 square metres, with 16.64 metres frontage on Cambridge Street North and lot depth of 37.82 metres. The rear of the lot is accessible from Arthur Lane North. The site is currently zoned Residential Fourth Density Zone, Subzone UD (R4UD).

The property is currently occupied by a row of three two-storey townhouses that are to be demolished.

The area surrounding the subject site is generally characterized by residential uses typical to R4UD zone, i.e. low-rise residential, with a mix of detached, semi-detached, townhouses and low-rise multi-unit buildings. To the north of the subject property is seven-storeys mid-rise residential apartment building. To the east of subject property is Bronson Avenue with a mix of uses, including residential, characteristic of Traditional Mainstreet. To the west of the subject property is the site of Ottawa Korean Community Church, which has a zoning by-law amendment for a 24 storey apartment building (incorporating a church structure) approved by City Council on November 22, 2023. To the south of the subject property is Raymond Street with mix of uses characteristical of General Mixed-Use Zone, including Embassy of Madagascar to Canada abutting the subject site to the south. The subject site is in a location accessible to public transit.

The proposed four-storey low-rise residential apartment building consists of 20 residential units, indoor garbage storage room, indoor bicycle storage with 22 bicycle parking spaces, equally dispersed throughout ground and basement floors, 10 on the ground floor and 12 in the basement. Storage units in the basement may be used as additional bicycle parking spaces. The proposal includes 2 bachelor, 12 one-bedroom and 6 two-bedroom units. Three surface parking spaces are located in the rear and accessible from Arthur Lane North. A minor variance application to the Committee of Adjustment was approved on March 28, 2024 that permitted three motor vehicle parking spaces and no visitor parking spaces to facilitate the proposed development.

# **Residential Units and Types**

Dwelling Type	Number of Units
Apartment	20

# **Related Applications**

The following applications are related to this proposed development:

Minor Variance - D08-02-24/A-00017

#### **DECISION AND RATIONALE**

This application is approved for the following reasons:

- The subject site is designated Neighbourhood with the Evolving Neighbourhood Overlay on Schedule B1 within the Downtown Core Transect on Schedule A of the Official Plan. The City of Ottawa Official Plan encourages intensification in the areas where it "will support 15-minute neighbourhoods by being directed to Hubs and Corridors" as set out in Subsection 3.2 of the Official Plan. The site is located in proximity to Gladstone Avenue Minor Corridor (to the north), Bronson Avenue Mainstreet Corridor (to the east), and Hub along Trillium rail corridor (to the west). The proposal represents a missing middle housing form and supports Subsection 4.2.1 policies by enabling greater flexibility and an adequate supply and diversity of housing options throughout the City in areas where existing services are located with access to the City's transportation network. New developments in the Downtown Core are also intended to occur without the provision of parking (Subsection 5.1.2, policy 3). The proposal responds to key Downtown Core Transect policies and prioritizes walking, cycling and transit by reducing the parking and accommodating sufficient amount of bicycle parking with the proposed development. Considering the access to provided parking spaces from the rear lane (Arthur Lane North), there are no concerns with no provision of visitor parking and allocating all available parking spaces for residents.
- The development is subject to Urban Design Guidelines for Low-rise Infill
  Housing. The proposal contributes to the animation, safety and security of the
  street by providing a ground floor with principal entry, windows and key internal
  uses facing onto the street. It accommodates sufficient amount of rear yard soft
  landscaping despite provision of rear yard parking and tree plantings in the front.
- The proposal required the relief for the amount of parking provided, both residential and visitor, to facilitate the proposed development. The relief to permit three motor vehicle parking spaces, whereas the By-law requires a minimum of four motor vehicle parking spaces, and no visitor parking spaces, whereas the By-law requires a minimum of one visitor parking space, was obtained on March 28, 2024 through the minor variance application (file no. D08-02-24/A-00017) to the Committee of Adjustment. The appeal period exhausted on April 18, 2024, and no

appeals were filed. The relief for the motor vehicle parking is considered minor as the subject site is conveniently accessible by public transit and sufficient amount of bicycle parking is provided with the proposed development (in excess of 1:1 ratio). Considering the access to provided parking spaces from the rear lane (Arthur Lane North), there are no concerns with no provision of visitor parking and allocating all available parking spaces for residents. The proposal adheres to all other zoning provisions of the R4UD (Residential Fourth Density Zone, Subzone UD).

 The proposed low-rise residential building is considered to represent 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.

#### **CONSULTATION DETAILS**

#### **Councillor's Comments**

Councillor Ariel Troster was aware of the application related to this report.

#### **Public Comments**

This application was <u>not</u> 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**

N/A

## **Advisory Committee Comments**

N/A

#### **APPLICATION PROCESS TIMELINE STATUS**

This Site Plan application was not processed by the On Time Decision Date due to complexity of the issues associated with bike storage and garbage storage locations, design of the rear yard to accommodate all necessary features such as landscaping, trees, vehicle parking, snow storage, and late submission of the minor variance application.

**Contact**: M Masha Wakula Tel: 613-580-2424, ext. 27029 or e-mail: mmashawakula.vakula@ottawa.ca

# **Document 1 - Location Map**

