

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

Site Location: 18 Hawthorne Avenue

File No.: D07-12-23-0043

Date of Application: April 17<sup>th</sup>, 2023.

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

- 1. Site Plan, SP-1, prepared by rla / architecture, dated Aug. 11, 22, revision 15, dated Nov. 20, 23.
- 2. North Building Elevation, A201, prepared by rla / architecture, dated 2022-09-15, revision 13, dated 2023-10-13.
- 3. **South Building Elevation,** A202, prepared by rla / architecture, dated 2022-09-15, revision 13, dated 2023-10-13.
- 4. **East & West Building Elevations,** A203, prepared by rla / architecture, dated 2022-09-15, revision 13, dated 2023-10-13.
- 5. Landscape Plan, L-1, prepared by KALLALA design, dated 2022-09-15, revision 7, dated 2023-11-20.
- 6. General Plan of Services, 122152-GP, prepared by Novatech, dated APRIL 12/23, revision 4, dated JAN 5/24.
- 7. Grading, and Erosion & Sediment Control Plan, 122152-GR, prepared by Novatech, dated APRIL 12/23, revision 4, dated JAN 5/24.
- 8. **Post-Development Storm Drainage Plan,** 122152-STM2, prepared by Novatech, dated APRIL 12/23, revision 4, dated JAN 5/24.

And as detailed in the following report(s):

- 1. **Development Servicing Study and Stormwater management Report**, prepared by Novatech, dated April 12, 2023, revised July 26, 2023.
- Geotechnical Report (Subsurface Investigation Report), prepared by Yuri Mendez Engineering Inc., dated July 4, 2023, revised by memorandum, dated Nov 29, 2023.
- 3. **Roadway Traffic Noise Assessment Report**, prepared by GradientWind, dated March 31, 2023.
- 4. **Phase I Environmental Site Assessment**, prepared by CM3 Environmental Inc., dated February 7<sup>th</sup>, 2023.

- 5. **Phase II Environmental Site Assessment,** prepared by CM3 Environmental Inc., dated April 12, 2023.
- 6. Memorandum re: Tree Conservation Report for 12-24 Hawthorne Avenue, Ottawa, prepared by IFS Associates, dated September 26, 2022.
- 7. Memorandum re: Raised Planter with Trees at 18 Hawthorne Avenue, prepared by IFS Associates, dated November 28, 2023.
- 8. **Memorandum re: Neighbouring Hedge at 18 Hawthorne Avenue,** prepared by IFS Associates, dated December 5, 2023.
- 9. Transportation Impact Assessment, prepared by Novatech, dated March 2023.

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

### **General Conditions**

### 1. Execution of Agreement Within One Year

The Owner shall enter into this Site Plan Control Agreement, including all standard and special conditions, financial and otherwise, as required by the City. In the event that the Owner fails to sign this Agreement and complete the conditions to be satisfied prior to the signing of this Agreement within one (1) year of Site Plan approval, the approval shall lapse.

### 2. Permits

The Owner shall obtain such permits as may be required from municipal or provincial authorities and shall file copies thereof with the General Manager, Planning, 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. Construct Sidewalks

The Owner shall design and construct sidewalk(s) within public rights-of-way or on other City owned lands to provide a pedestrian connection from or to the site as may be determined by the General Manager, Planning, Real Estate and Economic Development. Such sidewalk(s) shall be constructed to City Standards.

## 8. Extend Internal Walkway

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

# 9. Completion of Works

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

### 10. Development Charges

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

### Special Conditions - Roads, Right-of-Way and Traffic

### 11. 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.

### 12. Transportation Impact Assessment

The Owner has undertaken a Transportation Impact Assessment for this site, which Assessment is referenced in Schedule "E" herein, to determine the infrastructure and programs needed to mitigate the impact of the proposed development on the local transportation network and to establish the site design features needed to support system-wide transportation objectives. The Owner shall ensure that the recommendations of the Transportation Impact Assessment Report, are fully implemented, to the satisfaction of the General Manager, Planning, Real Estate and Economic Development.

## 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:

"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 onstreet 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."

### 14. 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 all plant and landscaping material (except municipal trees), decorative paving and street furnishings placed in the City's right-of-way along Hawthorne Avenue, as shown on the approved Site Plan (SP-1) and Landscape Plan (L-1) referenced in Schedule E" herein, in accordance with City Specifications, and 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.

### 15. Road Widening

Prior to registration of this Agreement, the Owner acknowledges and agrees to convey to the City, at no cost to the City, an unencumbered road widening across the complete Hawthorne Avenue frontage of the lands, measuring 10.0 metres from the existing centreline of pavement of the abutting right-of-way. The exact widening must be determined by legal survey. The Owner shall provide a reference plan for registration, indicating the widening, to the City Surveyor for review and approval prior to its deposit in the Land Registry Office. Such reference plan must be tied to the Horizontal Control Network in accordance with the municipal requirements and guidelines for referencing legal surveys. The Owner acknowledges and agrees to provide an electronic copy of the Transfer and a copy of the deposited reference plan to the City Solicitor prior to the execution of this Agreement by the City. All costs shall be borne by the Owner.

## **Special Conditions – Access**

### 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.

### **Special Conditions – Noise**

### 17. Noise Control Attenuation Measures

The Owner covenants and agrees that it shall retain the services of a professional engineer licensed in the Province of Ontario to ensure that the recommendations of the "Roadway Traffic Noise Assessment Report", referenced in Schedule "E" herein (the "Report"), are fully implemented. The Owner further acknowledge and agrees that it shall provide the General Manager, Planning, Real Estate and Economic Development Department 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, Real Estate and Economic Development Department.

The Owner acknowledges and agrees to implement the noise control attenuation measures recommended in the approved Insert Title of Noise Study, 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. 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;

(e) 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 Insert Title of Noise 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; and

(f) notice respecting noise shall be registered against the lands, at no cost to the City, and such notice shall be included in all agreements of purchase and sale or lease agreements, as detailed in clause 18 below.

## 18. 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 D – Central Air Conditioning

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

### Ending Paragraph

"The Purchaser/Lessee covenants with the Vendor/Lessor that the above clauses, verbatim, shall be included in all subsequent agreements of purchase and sale, and lease agreements for the lands described herein, which covenant shall run with the said lands."

#### **Special Conditions – Environmental Engineering**

### 19. 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 (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.

#### 20. Soil Management

The Owner acknowledges and agrees to retain an environmental consultant to identify areas on the subject lands where excess soils, fill and/or construction debris will be removed. If through further testing any of these materials are found to be contaminated, the Owner acknowledges and agrees to dispose, treat or recycle these materials at a waste disposal site or landfill licensed for that purpose by the Ministry of the Environment, Conservation and Parks.

# **Special Conditions – Engineering**

### 21. 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.

### 22. Inlet Control Devices (ICDs)

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

### 23. 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.

### **Special Conditions – Site Lighting**

### 24. 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.

### Special Conditions – Infrastructure Construction Coordination

#### 25. Greenfield-Main-Hawthorne Project Coordination

The Owner acknowledges and agrees that site construction shall be coordinated with the City project 'Greenfield-Main-Hawthorne et al. - Reconstruction Project - CP000136', and depending on timing and coordination, site development may incur delays as the capital project takes priority for constructability, including truck routes, staging and use of the right-of-way.

### **Special Conditions – Planning and Other**

#### 26. Mitigation Measures – Neighbouring Hedge (South)

The Owner acknowledges and agrees to implement the recommendations of the approved report entitled "Memorandum re: Neighbouring Hedge at 18 Hawthorne Avenue", referenced in Schedule 'E' attached herein, to help minimize any potential construction impacts on the Neighbouring Hedge on the lands to the south of the subject property.

The Owner acknowledges and agrees to implement the following mitigation measures:

- (a) Hydro excavation along the edge of excavation closest to the hedge to carefully expose any roots. If roots are encountered they should be cleanly cut and larger ones sealed (greater than 2cm diameter). Excavation can then resume using traditional mechanical means. Sealing the cleanly cut root ends with a beeswax product will help prevent the loss of moisture and facilitate healing.
- (b) If the excavation is to be left open for any length of time at least three layers

of moistened burlap covered by clear plastic sheeting is to be draped over the exposed face of excavation. This will help reduce the loss of moisture from the soil surrounding the roots.

### 27. Exterior Elevations Drawings

The Owner acknowledges and agrees to construct the proposed building in accordance with the approved Elevation Drawings, referenced in Schedule "E" 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 Agreement shall be required.

### 28. Waste Collection – Residential

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 road 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.

### 29. Waste Collection - Commercial

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.

## 30. Notice on Title – Residential and Recycling Collection

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 City will provide cart (and/or container) garbage, recycling, and organic waste collection for the residential units, at the Owner's expense. The Owner shall provide an adequate storage room or space for garbage, recycling, and organic waste carts (and/or containers) and agrees that it is recommended that the containers and carts be placed on a concrete floor. The Owner shall provide an adequate constructed road access to the waste storage room or area suitable for garbage/recycling/organic waste collection vehicles and a depressed curb at the entrance to facilitate access to the carts and/or containers, to the satisfaction of the Program Coordinator, Waste Collection Services. The Owner further acknowledges and agrees that any additional services (i.e. winching of containers) may result in extra charges."

"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."

### 31. Parkland Dedication

- (a) The Owner acknowledges and agrees that the conveyance requirement to the City is **136.71** 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:
    - 1. Residential uses > 18 units/net ha: 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.
    - 2. Commercial uses: 2% of the gross land area
  - (ii) Where land is developed for a mix of uses within a building, the conveyance requirement shall be the cumulative sum for each use, as calculated using the applicable rate prorated proportionally to the gross floor area allocated to each use;

### 32. 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 **17** 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.

### 33. Community Benefits Charge

The Owner acknowledges that the development is subject to payment of a Community Benefits Charge, payable at the time of building permit issuance, calculated in accordance with the Community Benefits Charge By-law 2022-307 (as amended from time to time) and the *Planning Act*.

For the purposes of calculating the charge payable, the City shall provide an appraisal which has an effective date of the date of the site plan approval. The Owner acknowledges that the City will apply this appraised value to calculate the Community Benefits Charge owing at the time of building permit issuance, provided the first building permit is issued within twenty-four months of the date of the present site plan approval. Should the first building permit not be issued within that timeline, an updated valuation of the land that is the subject of development or redevelopment will be provided by the City prior to building permit issuance or earlier if requested by the Owner.

February 5, 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: D07-12-23-0043

# SITE LOCATION

18 Hawthorne Avenue, as shown on Document 1.

### SYNOPSIS OF APPLICATION

The subject lands are located on the south of side of Hawthorne Avenue, east of Colonel By Drive, west of Main Street and north of Graham Avenue. The subject lands have a frontage of approximately 49 metres along Hawthorne Avenue and a depth of approximately 29 metres. 12 Hawthorne Avenue is occupied by a two-storey residential building, while 20 and 24 Hawthorne Avenue are presently vacant. The existing buildings will be demolished. The area surrounding the subject lands consists of predominately of low-rise residential and commercial buildings along Hawthorne Avenue and Main Street.

The proposed development consists of a six (6) storey mixed-use building with 67 dwelling units, 35 residential parking spaces, 6 visitor parking spaces, 69 bicycle parking spaces and approximately 285 sqm. of ground floor commercial space. The proposed amenity space total is approximately 550 sqm., including a communal rooftop area, ground level terraces and private balconies. Parking, bicycle storage, waste storage and loading is all internalized within the building and in the underground parking garage, which is proposed to be accessed from Hawthorne Avenue, at the east end of the site via a driveway/entrance.

The proposed development aligns with the approved Zoning for the site to ensure a restricted buildable area (below and above grade) at the southwest corner of the site and to provide a deep soil area that should support the growth of a mature tree in this area. Furthermore, a condition of approval has been included to help mitigate potential construction impacts to the neighbouring hedge on the abutting lands to the south of the subject property. According to the approved memo entitled "Memorandum re: Neighbouring Hedge at 18 Hawthorne Avenue", it is anticipated that shoring and excavation will have little impact on the health and longevity of this hedge.

Road widening has been required for the portion of the subject lands where road widening has not already been conveyed to the City of Ottawa. The conditions of approval respond to the servicing and infrastructure requirements (and other requirements) of the proposed development.

### **Residential Units and Types**

Dwelling Type	Number of Units
Apartment	67

110 Laurier Avenue West, Ottawa ON K1P 1J1	Mail code: 01-14	Visit us: Ottawa.ca/planning
110, av. Laurier Ouest, Ottawa (Ontario) K1P 1J1	Courrier interne : 01-14	Visitez-nous : Ottawa.ca/urbanisme

# **Related Applications**

The following applications are related to this proposed development:

- Zoning By-law Amendment D02-02-22-0096
- Demolition Control D07-05-23-0004

### **DECISION AND RATIONALE**

This application is approved for the following reasons:

- The proposed development is consistent with the policies of the Old Ottawa East Secondary Plan and is consistent with the Urban Design Guidelines for Development along Traditional Mainstreets.
- The proposed development conforms to Zoning By-Law 2008-250, as amended. The approved Zoning came into full force and effect on October 11, 2023.
- The conditions of approval respond to the engineering, transportation, environmental, planning and parkland dedication requirements of the proposed development.
- 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 Site Plan Control application was subject to the Urban Design Review Panel process. A formal review meeting was held on July 2, 2023. The recommendations from the UDRP meeting were successful in aiding the implementation of design changes.

## **CONSULTATION DETAILS**

### **Councillor's Comments**

Councillor Shawn Menard was aware of the application related to this report.

### **Public Comments**

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

## **Technical Agency/Public Body Comments**

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

#### **Advisory Committee Comments**

Comments provided by the Accessibility Advisory Committee (AAC) were received, reviewed, and forwarded to the applicant.

### **APPLICATION PROCESS TIMELINE STATUS**

This Site Plan application was not processed by the On Time Decision Date due to complex issues associated with the concurrent zoning by-law amendment application, which required subsequent revisions to the Site Plan Control application materials and delayed Site Plan approval.

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



