



**SITE PLAN CONTROL APPLICATION
DELEGATED AUTHORITY REPORT
PLANNING, DEVELOPMENT AND BUILDING SERVICES DEPARTMENT**

Site Location: 200 Elgin Street

File No.: D07-12-24-0044

Date of Application: June 21, 2024

This SITE PLAN CONTROL application submitted by Fotenn Planning + Design c/o Evan Saunders, on behalf of Elgar Holdings Inc., is APPROVED as shown on the following plan(s):

1. **Site Plan**, Sheet No. Sp-1, prepared by RLA Architecture, dated SEP 26/23, revision 6, dated JULY 26/24
2. **Building Elevations**, Sheet No. A-200, prepared by RLA Architecture, dated 2024-01-17, revision 3, dated 2024-07-25.
3. **Landscape Plan**, Plan No. L-1, prepared by Kallala Design, dated Dec. 2023, revision 5, dated 2024 07 26.
4. **General Plan of Servicing**, Drawing No. 123101-GP, prepared by Novatech Engineers, Planners & Landscape Architects, dated JAN9/24, revision 5, dated AUG 9/24.
5. **Removals and Reinstatement Plan**, Drawing No. 123101-RR, prepared by Novatech Engineers, Planners & Landscape Architects, dated MAR 8/24, revision 5, dated AUG 9/24.

And as detailed in the following report(s):

1. **200 Elgin Street, Ottawa – Noise Impact Feasibility Report**, prepared by Novatech Engineers, Planners & Landscape Architects, dated January 4, 2024, revised May 30th, 2024.
2. **District Reality – 200 Elgin Street – Serviceability Report**, prepared by Novatech Engineers, Planners & Landscape Architects, dated January 9, 2024, revised June 18th, 2024.
3. **Phase One Environmental Site Assessment – 200 Elgin Street, Ottawa, Ontario**, prepared by McIntosh Perry Consulting Engineers Ltd., dated February 9, 2022.
4. **Phase Two Environmental Site Assessment**, prepared by McIntosh Perry Consulting Engineers Ltd., dated April 18, 2022.
5. **Stationary Noise Assessment**, prepared by Gradient Wind Engineers & Scientists, dated July 23rd, 2024.

6. **Tree Conservation Report for 200 Elgin Street, Ottawa**, prepared by IFS Associates, dated June 13, 2024.
7. **TDM Measures Checklist (Reference: 200 Elgin Street, Ottawa, Novatech File No.: 123101)**, prepared by Novatech Planners, Engineers & Landscape Architects, dated January 4, 2024.

And subject to the following General and Special Conditions:

General Conditions

1. **Registration of Agreement and Building Permit issuance Within Three Years**

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, complete the conditions to be satisfied prior to the signing of this Agreement, and have the corresponding building permit(s) issued within three years of Site Plan approval, the approval shall lapse.

2. **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, Development and Building Services.

3. **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.

4. **Reinstatement of City Property**

The Owner shall reinstate, at its expense and to the satisfaction of the General Manager, Planning, Development and Building Services, any property of the City, including, but not limited to, sidewalks, curbs and boulevards, which is damaged as a result of the subject development.

5. **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, Development and Building Services.

6. **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, Development and Building Services. Such sidewalk(s) shall be constructed to City Standards.

7. **Extend Internal Walkway**

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

8. **Completion of Works**

The Owner acknowledges and agrees that no new building will be occupied on the lands until all requirements with respect to completion of the Works as identified in this Agreement have been carried out and received Approval by the General Manager, Planning, Development and Building Services, 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, Development and Building Services, the aforesaid Works are proceeding satisfactorily toward completion. The Owner shall obtain the prior consent of the General Manager, Planning, Development and Building Services 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, Development and Building Services, the Owner shall give notice to the City of a proposed conveyance of title to any building at least thirty (30) days prior to any such conveyance. No conveyance of title to any building shall be effective unless the Owner has complied with this provision.

Nothing in this clause shall be construed as prohibiting or preventing the approval of a consent for severance and conveyance for the purposes of obtaining financing.

9. **Development Charges**

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

Special Conditions

10. **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 themselves, their heirs, executors, administrators, successors and assigns, acknowledges being advised that the unit being sold/rented may not be provided with any on-site parking. Should the purchaser/lessee have a vehicle for which they wish to have parking, alternative and lawful arrangements may need to be made to address their parking needs at an alternate location and that such arrangements are solely the responsibility of the person seeking parking. The purchaser/lessee acknowledges that the availability and regulations governing on-street parking vary; that access to on-site street parking, including through residential on-street parking permits issued by the City of Ottawa, cannot be guaranteed now or in the future; and that the purchaser/lessee intending to rely on on-street parking for their vehicle or vehicles does so at their own risk.”

“The purchaser/lessee covenants with the vendor/lessor that the above 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.”

11. **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, Development and Building Services, 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, Development and Building Services, 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 Development and Building Services, may order all Work in the project to be stopped, altered, retested or changed to the satisfaction of the General Manager, Planning, Development and Building Services.

12. **Noise Control Attenuation Measures**

The Owner acknowledges and agrees to implement the noise control attenuation measures recommended in the approved **Noise Impact Feasibility Report**, 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, Development and Building Services 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 themselves that the installed recommended interior noise control measures comply with the measures in the **Noise Impact Feasibility Report** referenced in Schedule "E" hereto. The professional engineer shall prepare, sign and stamp a letter to the General Manager, Planning, Development and Building Services (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, Development and Building Services.

13. **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:

"The purchaser/lessee for themselves, 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."

"The purchaser/lessee for themselves, 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."

14. **Stationary Noise Study**

The Owner covenants and agrees that prior to issuance of a building permit, a Stationary Noise Study (the "Report") shall be prepared, stamped and signed by a professional engineer licensed in the Province of Ontario and provided to the General Manager, Planning, Development and Building Services Department further to City comments and requirements. The Owner further acknowledges and agrees that the Report, which shall be approved by the General Manager, Planning, Development and Building Services Department, shall be added to Schedule "E" herein. The Owner further acknowledges and agrees that prior to building occupancy, a letter prepared, stamped and signed by the professional engineer licensed in the Province of Ontario shall be provided to the General Manager, Planning Development and Building Services Department (PDBS) confirming that the Owner has complied with all recommendations and provisions of the Report, which shall be completed to the satisfaction of the General Manager, Planning Development and Building Services Department.

15. **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 **Lisgar Street** 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, Development and Building Services.
- (b) Upon completion of construction on the lands, the Owner shall, at its expense and to the satisfaction of the General Manager, Planning, Development and Building Services:
 - (i) obtain a video inspection of the existing City Sewer System within **Lisgar Street** 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 **Lisgar Street** and compensate the City for the full amount of any required repairs to the City Sewer System.

16. **Notice on Title – Below Grade Parking Areas and Depressed Driveways**

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 themselves, their heirs, executors, administrators, successors and assigns, acknowledges being advised that during major storm events, depressed driveways and below grade parking areas may be subject to flooding due to drainage from the road allowance. The purchaser/lessee further acknowledges being advised that the City of Ottawa shall not be liable for flooding claims. Backwater valves are recommended for installation on catch basins located in depressed driveways."

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

17. **Water Demand for Fire Fighting**

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

18. **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, Development and Building Services, 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.

19. **Record of Site Condition**

Prior to the issuance of any building permit, the Owner shall submit to the General Manager, Planning, Development and Building Services, 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.

20. **Boundary conditions**

The Owner acknowledges and agrees that prior to building permit issuance, a final Serviceability Report shall be prepared by a professional engineer licensed in the Province of Ontario, and provided to the General Manager, Planning, Development and Building Services. The Owner further acknowledges and agrees that the final Serviceability Report, which shall be completed to the satisfaction of the General Manager, Planning Development and Building Services, shall include the boundary conditions from the City of Ottawa's water model, which will be used to analyze the performance of the proposed and existing watermain systems in accordance with the "Ottawa Design Guidelines – Water Distribution (July 2010)". The Owner further acknowledges and agrees that a final Serviceability Report, as approved by the General Manager, Planning, Development and Building Services, will be included in Schedule "E" herein. The Owner further acknowledges and agrees that is shall retain the services of a professional engineer licensed in the Province of Ontario to update any approved plans and studies impacted by the above-mentioned analysis including but not limited to the General Plan of Servicing, and the Removals and Reinstatement Plan, as referenced in Schedule "E" herein, all to the satisfaction of the General Manager, Planning, Development and Building Services Department.

21. **Phase I & Phase II Environmental Site Assessment**

The Owner acknowledges and agrees that prior to building permit issuance, a Phase One Environmental Site Assessment, and a Phase Two Environmental Site Assessment shall be prepared, signed and stamped by a Qualified Person as defined by the Ontario Regulation (O.Reg.) 153/04, as amended, and provided to the General Manager, Planning Development and Building Services Department. The Owner further acknowledges and agrees that the final Phase One Environmental Site Assessment, and the final Phase Two Environmental Site Assessment shall be completed to the satisfaction of the General Manager, Planning Development and Building Services, and will be included in Schedule "E" herein.

22. **Exterior Elevations Drawings**

The Owner acknowledges and agrees to construct the proposed building in accordance with the approved Building Elevations, 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, Development and Building Services 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.

23. **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 Lisgar Street right-of-way, as shown on the approved Landscape Plan referenced in Schedule "E" herein, including all plant and landscaping material (except municipal trees), raised planting beds, concrete walls, concrete unit pavers, seating and concrete up-stands with large stone caps, limestone pavers, stone curbing and bike racks. 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.

24. **Permanent Encroachment Agreement**

The Owner acknowledges and agrees to enter into a permanent Encroachment Agreement to permit the encroachment of the concrete walls (concrete up-stands with large stone caps) and bike rack(s), to be constructed within the City's Lisgar Street and Elgin Street rights-of-way, as shown on the approved Landscape Plan, referenced in Schedule "E" herein. The Owner shall, at its expense, provide a reference plan for registration, indicating the approved encroachments, and the Owner shall submit the draft reference plan to the City's Surveyor for review and approval prior to its deposit in the Land Registry Office. The Owner further acknowledges and agrees that the cost of preparation and registration of the Encroachment Agreement will be borne by the Owner.

25. **Letter of Tolerance – Right-of-Way**

The Owner shall, within two (2) weeks of Site Plan Control Approval, file with the General Manager, Planning, Development and Building Services a copy of the letter of tolerance issued by the Right-of-Way Unit for the encroachment of the concrete walls (concrete up-stands with large stone caps) and bike rack(s), to be constructed within the City's Lisgar Street and Elgin Street rights-of-way, as shown on the approved Landscape Plan, referenced in Schedule "E" herein.

26. **Waste Collection – Mixed Use**

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.

27. **Parkland Dedication**

(a) The Owner covenants and agrees that the conveyance requirement of 205.54 square metres 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):

1. 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. For cash-in-lieu of conveyance of parkland (commercial & industrial uses): 2%
3. 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;

(b) The Owner covenants and agrees that the reduced conveyance requirement of 180.88 square metres has been calculated in accordance with motion number PHC 2023-18/03, which was approved by Planning and Housing Committee on November 8, 2023 for Office to Residential Conversions in Ward 14:

(i) The portion of the cash in lieu of conveyance requirement funds to be allocated to the Ward 14 account may be reduced by 20 percent where the following conditions are met:

1. A building permit for the project is issued within 6 months of SPC approval (date of issuance of delegated authority report), with possibility of a singular extension of 3 months.
2. The downtown vacancy rate at the time of SPC approval (date of issuance of delegated authority report) is above 10% as reported in the latest Ottawa Office market report by Colliers.
3. The SPC approval (date of issuance of delegated authority report) occurs prior to November 8, 2025, at which time the matter is to be reconsidered by Council.

(c) The Owner acknowledges and agrees that the conveyance requirement to the City is as follows:

- (i) Where a building permit for the development is issued on or prior to February 15th, 2025: 180.88 square metres;
- (ii) Where a building permit for the development is issued after February 15th, 2025: 205.54 square metres.

Gross Land Area (GLA)	2240.85 m ²		
Net gain in residential units	122 units		
Total Gross Floor Area (GFA)	8208.9m ²		
Proportion of GFA allocated to each use	Residential	91.7 %	
	Commercial	8.3%	
Development Type	Calculation	% of GFA allocated to use	Conveyance Requirement (m²)
Residential > 18 units/net hectare	122 units @ 10sq.m. per net residential unit conveyance of land (1,220 m ²), not to exceed 10% of the gross land area for sites <ha. (205.54 m ²)	91.7%	205.54 m ²
Commercial	2% of Gross Land Area	8.3 %	Existing
Total Conveyance Requirement			205.54 m ²
City wide conveyance requirement (40%)			82.22 m ²

Ward conveyance requirement (60%)	123.33 m ²
Reduced Ward 14 conveyance requirement (80% of 60% ward allocation)	98.66 m ²
Total Alternate Conveyance Requirement	180.88 m ²

28. Cash-In-Lieu of Conveyance of Parkland

- (a) 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 under “Reduced Ward 14 Office to Residential Parkland Conveyance Requirement”. Pursuant to the City’s Parkland Dedication By-law, being By-law No. 2022-280, as amended, of the funds collected, an amount equal to 40% of the *Total Conveyance Requirement* shall be directed to City wide funds. Pursuant to Motion PHC 2023-18/03 the remaining funds collected 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.
- (b) Prior to issuance of a building permit occurring after February 15th, 2025, the Owner covenants and agrees to pay cash-in-lieu of conveyance of parkland as referenced in Schedule “B” herein under “Conditional Parkland Conveyance Requirement”. This amount represents the Ward 14 Office to Residential conditional reduction in the cash-in-lieu of parkland requirement pursuant to Motion PHC 2023-18/03. Where conditional funds are collected, the said amount shall be directed to Ward 14 funds.

29. 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 themselves, 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.”

30. **Transportation Demand Measures**

Prior to the issuance of an Occupancy Permit, the Owner acknowledges and agrees that it shall implement the following Transportation Demand Measures identified within the TDM Measures Checklist referenced in Schedule “E” herein, which shall be to the satisfaction of the General Manager, Planning, Development and Building Services Department:

- (a) Unbundle parking cost from monthly rent (multifamily); and
- (b) Provide a multimodal travel option information package to new residents.

August 15, 2024

Date



Andrew McCreight
Manager, Development Review
Central, Planning, Development and
Building Services Department

Enclosure: Site Plan Control Application approval – Supporting Information

**SITE PLAN CONTROL APPROVAL APPLICATION
SUPPORTING INFORMATION**

File Number: D07-12-24-0044

SITE LOCATION

200 Elgin Street, and as shown on Document 1.

SYNOPSIS OF APPLICATION

The site is located on the north-west corner of Elgin and Lisgar Streets in the Downtown Core. The site is surrounded by a mix of office, commercial, mixed-use and residential buildings. The area immediately to the north is characterized by high-rise buildings containing predominantly commercial and office uses. The area immediately to the south contains predominantly low- and mid-rise buildings with commercial and residential uses. Across the street from the site to the east is Ottawa City Hall.

The applicant proposes to convert the existing office building to a mixed-use building containing residential and commercial uses. No new floor area is proposed to be added. The proposed development will utilize existing parking provided on the subject property through the arranged garage across 169 Lisgar Street and 18 Nepean Street. The conversion will primarily be limited to internal changes, with some minor exterior changes to windows, cladding and balconies.

Residential Units and Types

Dwelling Type	Number of Units
Apartment	122

Related Applications

N/A

DECISION AND RATIONALE

This application is approved for the following reasons:

- The proposed development is consistent with Official Plan policies relating to Mainstreet Corridors and Hubs in the Downtown Core Transect. The proposal is also consistent with the policies of the Central and East Downtown Core Secondary Plan.
- The proposed development is consistent with the guidelines of the Centretown Community Design Plan and the Urban Design Guidelines for Development along Traditional Mainstreets.
- The proposal conforms with the provisions of the TM5[71] zone under Zoning By-law No. 2008-250.

- The recommended conditions of approval will ensure that the development addresses outstanding comments and concerns.
- The proposed site design represents good urban 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 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 correspondences were forwarded to the applicant, and the applicant was advised to contact technical agencies directly for additional information and requirements.

Advisory Committee Comments

Summary of Comments – Advisory Committees

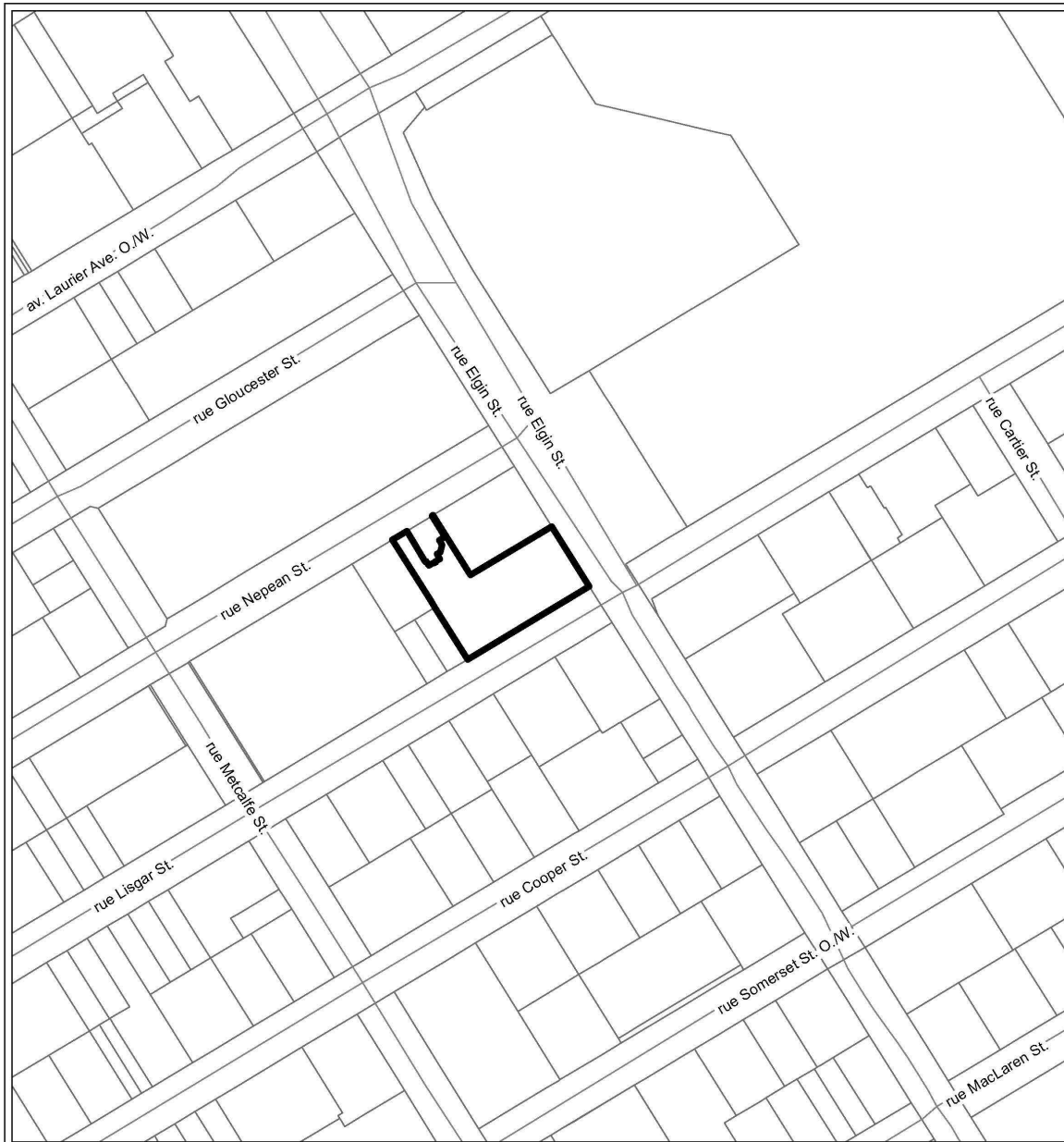
N/A




APPLICATION PROCESS TIMELINE STATUS

This Site Plan application was processed by the On Time Decision Date.

Contact: Eric Forhan 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	
D07-12-24-0044	24-0684-X	 200 rue Elgin Street	
I:\CO\2024\Site\Elgin_200			
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REVISION / RÉVISION - 2024 / 06 / 25		 <small>NOT TO SCALE</small>	