



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

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Site Location: 150 & 160 Laurier Avenue West

File No.: D07-12-22-0128

Date of Application: August 30, 2022

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This SITE PLAN CONTROL application submitted by RLA Architecture, on behalf of JADCO Group, is APPROVED as shown on the following plan(s):

1. **Site Plan**, Dwg SP-1, prepared by RLA Architecture, Rev.10, dated February 9, 2024.
2. **East & North Elevations**, Dwg A-201, prepared by RLA Architecture, dated December 01, 2023.
3. **West and South Elevations**, Dwg A-202, prepared by RLA Architecture, dated October 20, 2023.
4. **Landscape Concept**, L1, prepared by GJA Inc., dated February 09, 2024.
5. **General Plan of Services**, Dwg 122133-GP, prepared by Novatech Engineering Consultants Ltd., Rev. 6, dated April 1, 2024.
6. **Grading and Erosion & Sediment Control Plan**, Dwg 122133-GR, prepared by Novatech Engineering Consultants Ltd., Rev. 6, dated April 1, 2024.
7. **Pre-Development Storm Drainage Plan**, Dwg 122133-SWM1, prepared by Novatech Engineering Consultants Ltd., Rev. 3, dated October 20, 2023.
8. **Post-Development Stormwater Management Plan**, Dwg 122133-SWM2, prepared by Novatech Engineering Consultants Ltd., Rev. 5, dated April 1, 2024.
9. **Existing Conditions and Removals Plan**, Dwg 122133-REM, prepared by Novatech Engineering Consultants Ltd., Rev. 3, dated October 20, 2023.

And as detailed in the following report(s):

1. **Geotechnical Investigation Report**, dated September 29, 2023, **Eng. Memo PG5195-MEMO.01**, dated July 7, 2023, **Eng. Memo PG5195-MEMO.02 (Grading/Servicing)**, dated July 7, 2023, and **Eng. Memo PG5195-MEMO.03**, dated September 29, 2023, all prepared by Paterson Group Inc.
2. **Phase I Environmental Site Assessment**, prepared by Paterson Group Inc. dated November 1, 2022.
3. **Phase II Environmental Site Assessment**, prepared by Paterson Group Inc. dated October 25, 2022
4. **Roadway Traffic Noise Assessment**, prepared by Gradient Wind Engineering Inc., dated August 29, 2022.
5. **Pedestrian Level Wind Study**, prepared by Gradient Wind Engineering Inc., dated August 29, 2022
6. **Site Servicing & Stormwater Management Report**, prepared by Novatech Engineering Consultants Ltd., dated October 20, 2023.
7. **150 Laurier Avenue West Transportation Impact Assessment**, prepared by CGH Transportation, dated August 2023.

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

### **Requirements**

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

### **General Conditions**

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

The Owner shall enter into 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. 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.

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, 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.

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, Real Estate and Economic Development.

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, Real Estate and Economic Development. Such sidewalk(s) shall be constructed to City Standards.

7. **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.

**8. Development Charges**

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

**Special Conditions**

**9. 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.

**10. On-Site Parking**

- a) The Owner acknowledges and agrees that units within the proposed building(s) may not/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 may/will need to be made to address parking needs at an alternate location and such arrangements are solely the responsibility of the person seeking parking. The Owner further acknowledges and agrees the availability and regulations governing on-street parking vary; that access to on-street parking, including through residential on-street parking permits issued by the City cannot be guaranteed now or in the future; and that a tenant or purchaser intending to rely on on-street parking for their vehicle or vehicles does so at their own risk.
- b) The Owner acknowledges and agrees that a notice-on-title respecting on-site parking, as contained in Clause 13 below, shall be registered on title to the subject lands, at the Owner's expense, and a warning clause shall be included in all agreements of purchase and sale and lease agreements.

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

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

## 12. **Private Approach Detail**

The Owner acknowledges and agrees that all private approaches serving the proposed development shall be designed and constructed, at the sole expense of the Owner, in accordance with the City’s “Curb Return Entrances – Uncontrolled Intersections” Plan, Drawing No. SC7.1, dated March 2007 and revised March 2021, and the Owner shall comply with the City’s Private Approach By-law, being No. 2003-447, as amended.

## 13. **Noise Control Attenuation Measures**

The Owner acknowledges and agrees to implement the noise control attenuation measures recommended in the approved **Roadway Traffic Noise Assessment**, 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 themselves that the installed recommended interior noise control measures comply with the measures in the **Roadway Traffic Noise Assessment** 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;
- (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 16 below.

#### **14. Notice on Title – Noise Control Attenuation Measures**

The Owner, or any subsequent owner of the whole or any part of the subject lands, acknowledges and agrees that all agreements of purchase and sale or lease agreements shall contain the following clauses, which shall be covenants running with the subject lands:

##### Type A – Increasing Roadway Traffic

"The Purchaser/Lessee for himself, his heirs, executors, administrators, successors and assigns acknowledges being advised that noise levels due to increasing roadway 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 results of the noise calculations indicate that the development should be designed with central air conditioning or a similar system, which will allow occupants to keep windows closed and maintain a comfortable living environment. A Type D Warning Clause should be used in all Lease, Purchase and Sale Agreements of the building's units.

"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."

#### 15. **Geotechnical Investigation**

The Owner acknowledges and agrees that it shall retain the services of a geotechnical engineer, licensed in the Province of Ontario, to ensure that the recommendations of the **Geotechnical Investigation Report**, dated September 29, 2023, **Eng. Memo PG5195-MEMO.01**, dated July 7, 2023, **Eng. Memo PG5195-MEMO.02 (Grading/Servicing)**, dated July 7, 2023, and **Eng. Memo PG5195-MEMO.03**, dated September 29, 2023, all prepared by Paterson Group Inc., 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.

#### 16. **Geotechnical - Encroachments**

The Owner acknowledges and agree that the Geotechnical Investigation Report has recommended a method of shoring (including tieback anchors) that may encroach onto the onto the City's right-of-way. Please note that the applicant is required to obtain and receive municipal consent for any works within the right-of-way prior to the installation of any encroachments. The Owner acknowledges and agrees that for encroachments within the ROW the applicant shall ensure that there will be no conflicts between the proposed shoring method and the municipal services or utilities in the said Road.

#### 17. **Record of Site Condition**

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

## **18. Environmental Site Remediation Program**

The Owner acknowledges and agrees to implement an environmental site remediation program, as per the recommendations of the Phase II Environmental Site Assessment and Remediation Action Plan, referenced in Schedule "E" herein, involving the excavation and off-site disposal of all impacted soil and the pumping treatment or off-site disposal of all impacted groundwater, which is to be completed concurrently with the site redevelopment. The Owner acknowledges and agrees that:

- (a) soils that are found to be contaminated, must be disposed, treated or recycled at a waste disposal site or landfill licensed for that purpose by the Ministry of the Environment, Conservation and Parks;
- (b) groundwater found to be contaminated, shall be removed, managed and/or treated in accordance with the appropriate Ontario regulations and/or discharged in accordance with the City's Sewer Use By-law, being By-law 2003-514, as amended.

## **19. Notices on Title – All Units (Below Grade Parking and Depressed Driveways)**

The Owner, or any subsequent owner of the whole or any part of the subject lands, acknowledges and agrees that all agreements of purchase and sale or lease agreements shall contain the following clauses, which shall be covenants running with the subject lands:

"The Purchaser/Lessee for himself, his heirs, executors, administrators, successors and assigns 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."

## **20. 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.



## **21. Protection of City Sewers**

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

- i. provide the General Manager, Planning, Real Estate and Economic Development with the engineering report from a Professional Engineer, licensed in the Province of Ontario, which report shall outline the impact of the proposed building's footing and foundation walls, on the City sewer system, fronting the Owners property located on Laurier Avenue West (the "City Sewer System") and the impact of the existing City Sewer System on the building's footing and foundation walls;
- ii. obtain a legal survey acceptable to the General Manager, Planning, Real Estate and Economic Development and the City's Surveyor, showing the existing City Sewer System fronting the Owners property located on Laurier Avenue West and the location of the proposed building and its footings in relation to the City Sewer System;
- iii. obtain a video inspection of the City Sewer System fronting the Owners property located on Laurier Avenue West 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 fronting the Owners property located on Laurier Avenue West 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 fronting the Owners property located on Laurier Avenue West and compensate the City for the full amount of any required repairs to the City Sewer System.

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

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

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

City Sewer Design Guidelines. The inlet control devices shall be free of any debris; or

- b) a flow limiting orifice plate, designed by a Professional Engineer licensed in the Province of Ontario and to the satisfaction of the City, has been installed at the storm water outlet prior to connecting any upstream storm sewers. Such orifice plate shall not be removed until subsection (a) above has been satisfied and approved by the General Manager, Planning, Real Estate and Economic Development.

### **23. Use of Explosives and Pre-Blast Survey**

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 within 150 m of the location where explosives are to be used and 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.

### **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); 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.

### **25. 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 **General Plan of Services**, Dwg 122133-GP, Rev. 6, dated April 1, 2024, **Post-Development Storm Drainage Plan**, Dwg 122133-SWM2, Rev. 5, dated April 1, 2024 and **Site Servicing & Stormwater Management Report**, dated October 20, 2023, all prepared by Novatech Engineering Consultants Ltd and 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 **General Plan of Services**, Dwg 122133-GP, Rev. 6, dated April 1, 2024, **Post-Development Storm Drainage Plan**, Dwg 122133-SWM2, Rev. 5, dated April 1, 2024 and **Site Servicing & Stormwater Management Report**, dated October 20, 2023, all prepared by Novatech Engineering Consultants Ltd and referenced in Schedule "E" herein.

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

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

#### **27. Exterior Elevations Drawings**

The Owner acknowledges and agrees to construct the proposed building in accordance with the approved **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, 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**

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.

AND

The Owner acknowledges and agrees that garbage, recycling, and organic waste collection will not be provided by the City for non-residential uses and the Owner 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.

## **29. 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.”

## **30. Parkland Dedication**

- (a) The Owner acknowledges and agrees that the conveyance requirement to the City is **177.9 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:
    - i. Residential uses >18 units/net hectare: 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.
    - ii. 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;

### **31. 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 \$800.00 plus H.S.T. of \$104.00, as referenced in Schedule “B” herein.

### **32. 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.

### **33. 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 Laurier Avenue frontage of the lands, measuring 10 metres from the existing centreline of pavement. 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.

### **34. Pedestrian Easement**

Prior to the registration of this Agreement, the Owner shall grant to the City, at no cost to the City, an unencumbered 1.5 metre Pedestrian Easement along Laurier Avenue West, as shown on the approved Site Plan referenced in Schedule “E” hereto, if applicable, to the satisfaction of the City. The Owner shall provide a Reference Plan for registration, indicating the pedestrian easement, 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 registration of the easement. All costs shall be borne by the Owner.

April 10, 2024

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Date



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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

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**File Number:** D07-12-22-0128

### SITE LOCATION

150 & 160 Laurier Avenue West, and as shown on Document 1.

### SYNOPSIS OF APPLICATION

- The site is located on the south side of Laurier Avenue West between Elgin Street and Metcalfe Street in Centretown. The surrounding area generally consists of mid-rise and high-rise mixed-use office and residential buildings. To the east is the First Baptist Church, Ottawa Courthouse, City Hall, and Confederation Park, to west are low-rise commercial uses and mid-rise mixed-use office buildings, to the north is Lord Elgin and high-rise office buildings forming Ottawa's Central Business District, and to the south is the Collaboration Centre, high-rise office buildings, and above ground parking structures.
- The subject properties have a total lot area of approximately 1,815 square metres and approximately 58 metres of frontage on Laurier Avenue W. The majority of the site is currently occupied with a five-storey office building, including ground-floor commercial uses, with surface parking lots on both the east and west sides of the building. The East-West Bikeway runs along the site's frontage, which consists of a segregated bike lane for this portion of the bikeway. The streetscape along Laurier Avenue West will be improved with hardscaping, which will serve to widen the pedestrian environment.
- The proposed development is a 27-storey mixed-use residential building with 402 dwelling units and approximately 575 square metres of commercial uses at-grade. Primary pedestrian and vehicular access are provided from Laurier Avenue. Five parking spaces are provided at grade, with six levels of underground parking containing 195 parking spaces, for a total of 200 vehicular parking spaces. A total of 235 bicycle parking spaces are provided amongst the ground level and underground parking levels. Approximately 2,558 square metres of amenity space are provided. 1,251 square metres of communal amenity space is provided consisting of co-working space and a lounge on the ground floor, communal indoor and outdoor private terraces on the second floor, as well as a business centre, lounge, party room, private dining area, game room, gym, and outdoor patios on the sixth floor. The remainder of the amenity area is provided through private balconies.

- The building design includes a six-storey podium, with the upper 21 storeys to be set back 5.7 m from the west property line, 1.0m from the east property line, 7.1 m from the south property line (rear yard setback), and 2 m from the north property line (front yard setback). The building’s materiality largely consists of glazing and anodized aluminum frames. Bird-safe measures are proposed at the 6<sup>th</sup> storey amenity area to prevent entrapment and fly-through effect.
- Infrastructure capacity exists and connections will be made to Laurier Avenue.

### **Residential Units and Types**

<b>Dwelling Type</b>	<b>Number of Units</b>
Apartment	402

### **Related Applications**

N/A

### **DECISION AND RATIONALE**

This application is approved for the following reasons:

- The subject site is located within the Downtown Core Transect as per Schedule A of the Official Plan and is designated Hub as per Schedule B1 of the Official Plan. The Downtown Core Transect’s intended built form is urban and intended to develop as a highly mixed-use environment and provide a range of services. The Hub designation includes areas along existing rapid transit stations with a strategic purpose of providing major residential and non-residential destinations at higher density than areas surrounding a hub, including high-rise buildings. The proposed development represents an intensification of the land with a mixed-use high-rise building containing street level commercial uses, and residential uses above. Given the location of the site in close proximity to rapid transit stations, the proposal is consistent with the policies of the Official Plan.
- The subject site is consistent with the policies of the Central and East Downtown Core Secondary Plan. The lands are located within the Core character area and designated Downtown Mixed-Use within the Central and East Downtown Core Secondary Plan. The core character area is intended to be the principal focal point of activity and in the city, with development maximizing the activity, accessibility, and visibility of the public realm. The Downtown Mixed-Use designation is intended to permit an intense mix of uses, including residential and commercial uses with active street frontages.
- The proposed development generally meets the Transit Oriented Development Guidelines by providing transit-supportive development in close proximity to a rapid transit station, locating high-density used in close proximity to a rapid transit station, providing a podium to create visual interest to pedestrians, locating parking away from the frontage of the building, providing a mix of land uses, and providing pedestrian easements to improve the public realm along Laurier Ave.



- The applicable Urban Design Guidelines for High-Rise Buildings are generally being met by avoiding negative impacts on views and vistas, providing an animated ground floor with high transparency, hiding the mechanical penthouse at the top of the building, providing a podium which provides a pedestrian scale along Laurier Avenue, and the implementation of bird-safe designs.
- The proposed development meets the Downtown urban design strategy guidelines requiring the provision of active uses at-grade, providing pedestrian friendly sidewalks, providing podiums and building articulation, and removal of at-grade surface parking area.
- The proposal is in conformity with the Mixed-Use Downtown Zone (MD S50), including the applicable height restrictions.
- The proposal represents good planning and increases the amount of available housing stock within the City's downtown core.

## **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 November 4, 2022.

The Panel was successful in aiding in the implementation of the following:

- Improved sustainability through the mechanical and electrical systems, as well as the implementation of white roofs where applicable.
- Implementation of bronze metallic soffits to acknowledge the materiality of the adjacent church.
- Elimination of dark glazing for smaller windows.
- Implementation of pre-cast panels on the southern elevation.
- Lowering of the east portion of the podium from the seventh to sixth storey to better respect the scale of the adjacent church.

## **ROAD MODIFICATIONS**

N/A

## **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**

### Summary of Comments –Technical

Hydro Ottawa provided comments indicating that the subject lands contain an existing high voltage room which feeds the building as well as others in the Downtown area, via a “Shared Vault Easement”. The agency has indicated that should the building be slated for demolition, Hydro Ottawa will require 12 months notice to address affected customers.

### Response to Comments –Technical

The Owner has been working with Hydro Ottawa to coordinate the demolition of the building and address the matters pertaining to the Hydro Vault.

## **Advisory Committee Comments**

### Summary of Comments – Advisory Committees

The Accessibility Advisory Committee had indicated concerns with the lack of barrier-free parking spaces provided on the subject lands.

### Response to Comments – Advisory Committees

The Applicant has implemented three (3) accessible parking spots on the subject lands, with one of them being at grade in the pick-up/drop-off area, and the remaining two in the underground parking garage. They have also indicated that a number of underground parking spaces have been designed larger than the zoning by-law requires for standard spaces so they can be converted to an accessible parking space should the demand arise.




## **APPLICATION PROCESS TIMELINE STATUS**

This Site Plan application was not processed by the On Time Decision Date due to the complexities associated with the file.

**Contact:** Jack Smith Tel: 613-580-2424, ext. 21786 or e-mail: Jack.Smith@ottawa.ca

# Document 1 – Location Map



		<b>LOCATION MAP / PLAN DE LOCALISATION</b> <b>SITE PLAN / PLAN D'EMPLACEMENT</b>	
D07-12-22-0128	24-0056-X	 <b>150, 160 avenue Laurier Avenue</b>	
I:\CO\2024\Site\Laurier_150_160			
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<b>REVISION / RÉVISION - 2024 / 01 / 15</b>			
			 <small>NOT TO SCALE</small>