



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

Site Location: 280 Laurier Avenue East

File No.: D07-12-24-0042

Date of Application: June 17, 2024

This SITE PLAN CONTROL application submitted by Corey Kou, on behalf of 280 Laurier Holdings Inc., is APPROVED as shown on the following plan(s):

1. **North Elevation**, A7, prepared by Redline Architecture, Revision 3, dated September 03, 2024
2. **East Elevation**, A8, prepared by Redline Architecture, Revision 3, dated September 03, 2024
3. **South Elevation**, A9, prepared by Redline Architecture, Revision 3, dated September 03, 2024
4. **West Elevation**, A10, prepared by Redline Architecture, Revision 3, dated September 03, 2024
5. **Site Plan, A0**, prepared by Redline Architecture, Revision 3, dated September 03, 2024
6. **Tree Conservation Report & Landscape Plan**, L1, prepared by James B Lennox & Associated Inc., Revision 8, dated August 22, 2024
7. **Site Servicing, Grading, Erosion & Sediment Control Plan**, C1, prepared by J.L. Richards & Associates Ltd., Revision 4, dated June 12, 2024
8. **Storm Drainage and Ponding Plan, SWM**, prepared by J.L. Richards & Associates Ltd., Revision 4, dated June 12, 2024

And as detailed in the following report(s):

9. **Geotechnical Investigation**, prepared by EXP Services Inc., dated August 4, 2021
10. **Phase One Environmental Site Assessment**, prepared by Pinchin Ltd., dated August 17, 2021
11. **Noise Control Detailed Study**, prepared by prepared by J.L. Richards & Associates Ltd., dated December 15, 2023
12. **Site Servicing Report**, prepared by prepared by J.L. Richards & Associates Ltd., Revision 1, dated March 8, 2024
13. **Geotechnical Investigation Memorandum**, prepared by Exp Services Inc., dated January 8, 2024

And subject to the following Scoped Site Plan Agreement Conditions:

Scoped Site Plan Agreement Conditions

1. Lapsing of Approval

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 (3) years of Site Plan approval, the approval shall lapse.

2. 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 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 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."

3. Noise control Attenuation Measures

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

- (a) Units B01, 101, 201, 301, 401 are to be equipped with central air conditioning;
- (b) Units B01, 101, 201, 301, 401 are to be fitted with a forced air heating system and ducting,
- (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, 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;
- (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 Noise Control Detailed Study 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.

4. **Notice of Title – Noise Control Attenuation Measures**

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

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

Type B – Increasing Roadway Traffic

“The purchaser/lessee for themselves, their heirs, executors, administrators, successors and assigns, acknowledges being advised that despite the inclusion of noise control features in this development and within building units B01, 101, 201, 301 & 401, noise levels from increasing roadway/transitway traffic may be of concern, occasionally interfering with some activities of the dwelling occupants as the outdoor sound level exceeds the City of Ottawa’s and the Ministry of the Environment, Conservation and Parks’ noise criteria.”

Type C – Forced Air Heating System and Ducting

“The purchaser/lessee for themselves, their heirs, executors, administrators, successors and assigns, acknowledges being advised that units B01, 101, 201, 301 & 401 has been fitted with a forced air heating system and the ducting, etc. was sized to accommodate central air conditioning. Installation of central air conditioning by the purchaser/lessee 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 for themselves, their heirs, executors, administrators, successors and assigns, acknowledges and agrees it shall identify the location and install any outdoor air conditioning device(s) so as to 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.”

Type D – Central Air Conditioning

“The purchaser/lessee for themselves, their heirs, executors, administrators, successors and assigns, acknowledges being advised that units B01, 101, 201, 301 & 401 have 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.”

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

The Owner acknowledges and agrees it shall be required to enter into a Maintenance and Liability Agreement for all plant and landscaping material (except municipal trees), decorative paving and street furnishings placed in the City’s right-of-way along Laurier Avenue 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.

6. **Parkland Dedication**

- (a) The Owner acknowledges and agrees that the conveyance requirement to the City is 90.34 square metres.
- (b) The Owner covenants and agrees that the conveyance requirement has been calculated at the rate set out below in accordance with the Parkland Dedication By-law, being By-law No. 2022-280, as amended:
 - (i) For cash-in-lieu of conveyance of parkland (residential > 18 units/net ha):
 - i. one hectare per 1,000 net residential units but shall not exceed a maximum of 10% of the gross land area where less than or equal to five hectares.

7. **Cash-in-Lieu of 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 12 funds. The Owner shall also pay the parkland appraisal fee of \$820.00 plus H.S.T. of \$106.60, as referenced in Schedule "B" herein.

8. **Community Benefits Charges**

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 will provide a property valuation which has an effective date of the date of the site plan approval. An estimate of the Community Benefits Charge will further be provided based on that valuation and the currently proposed area subject to development or redevelopment. The Owner acknowledges that the City will collect this amount at the time of building permit issuance, provided (a) the first building permit is issued within twenty-four months of the date of the present site plan approval and (b) the land area subject to development or redevelopment has not changed.

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

General Conditions

1. Execution of Letter of Undertaking

The Owner shall execute the City's standard Letter of Undertaking and satisfy the conditions contained within this Delegated Authority Report. In the event the Owner fails to execute the required Letter of Undertaking, submit any required fees and/or securities within three (3) years, and attain permits, this 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. 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.

11. Waste Collection

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.

12. Private approach Detail

The Owner agrees that all private approaches, including temporary construction access to the subject lands, shall be designed and located in accordance with and shall comply with the City's Private Approach By-Law, being By-law No. 2003-447, as amended, and shall be subject to approval of the General Manager, Planning, Development and Building Services.

13. 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.

14. 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, Development and Building Services 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, Development and Building Services.

15. Stormwater Management Memorandum

Prior to registration of this Agreement, the Owner acknowledges and agrees to provide the General Manager, Planning, Development and Building Services, 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, Development and Building Services, and all associated costs shall be the Owner's responsibility.

16. 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, Development and Building Services 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.

17. Inlet Control Devices (ICDs)

The Owner acknowledges and agrees to install and maintain in good working order the required roof-top stormwater inlet control devices, as recommended in the approved Site Servicing 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.

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. 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, 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.

20. 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.

21. Transit Demand Management Measures

Prior to the issuance of an Occupancy Permit the Owner acknowledges and agrees that it shall implement the following transportation demand management measures, as proposed in the 2025-06-17 submitted TDM Measure Checklist, which shall be to the satisfaction of the General Manager, Planning, Development and Building Services Department:

- a) Conduct periodic surveys to identify travel-related behaviors, attitudes, challenges, and solutions, and to track progress.
- b) Display relevant transit schedules and route maps at entrances (multi-family, condominium).
- c) Offer PRESTO cards preloaded with one monthly transit pass on residence purchase/move-in, to encourage residents to use transit.
- d) Unbundle parking cost from monthly rent (multi-family); and
- e) Provide a multimodal travel option information package to new residents.

September 11, 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: D07-12-24-0042

SITE LOCATION

280 Laurier Avenue East, and as shown on Document 1.

SYNOPSIS OF APPLICATION

- The site is a corner lot located on the southeast corner of Laurier Avenue East and Sweetland Avenue. The subject property has a frontage of approximately 28.5 metres along Laurier Avenue East, a frontage of approximately 32 metres along Sweetland Avenue with a lot depth of approximately 32 metres and a total site area of approximately 903.43 square metres. The site is currently occupied by a 6-storey apartment building with surface parking.
- The subject property is within the community of Sandy Hill. The surrounding area is characterized by a broad mix of mixed-use buildings, commercial buildings, and institutional uses including the University of Ottawa. To the north, the site abuts the Laurier Avenue East Right-of-Way, beyond which is a 9-storey mixed-use building. To the east, the site abuts a lot with a 3-storey residential building. To the south, the site abuts a lot with a 3-storey residential building. To the west, the site abuts Sweetland Ave Right-Of-Way, beyond which is a 4-storey residential apartment building.
- The development includes retaining the existing 6-storey building and to construct a four-storey addition, containing 18 dwelling units, along the eastern portion of the property facing Laurier Avenue East. The proposed development will remove the existing surface parking lot. The area behind the proposed addition will be converted from parking into a courtyard amenity space. Private balconies are also proposed. The development does not include any vehicular parking spaces. A total of 57 bicycle parking spaces are proposed, 30 indoor spaces and 27 outdoor spaces. An enclosed accessory waste structure is provided along the exterior side yard, accessed from Sweetland Avenue.
- This Site Plan Control Revision application revises the previously approved Site Plan Control application (File No. D07-12-21-0133) approved on May 30, 2023, which permitted a three-storey addition with a rear yard accessory structure to be used for bicycle parking. This revision application seeks to add one additional storey to the previously approved 3-storey addition and seeks to change the use of

the rear yard accessory building from bicycle parking to waste collection. The proposed number of dwelling units has not changed.

- The infrastructure capacity exists, and connection will be made to Laurier Avenue.

Residential Units and Types

Dwelling Type	Number of Units
Apartment	18

Related Applications

The following applications are related to this proposed development:

- Zoning By-law Amendment - D02-02-21-0087
- Site Plan Control - D07-12-21-0133

DECISION AND RATIONALE

This application is approved for the following reasons:

- The proposed development is consistent with the Minor Corridor and Evolving Overlay designations of the Official Plan.
- The proposal aligns with applicable Corridor, Character Area, and Height policies within the Central and East Downtown Core Secondary Plan
- The proposal conforms to all relevant provisions of the Zoning By-law, including those specific to the R4UD zone and Urban Exception 2807, as per By-law 2022-291. Zoning By-law Amendment (File No. D02-02-21-0087) provided relief from minimum vehicular parking requirements, minimum rear yard setback, minimum rear yard area, and minimum setback of an accessory structure from a side lot line abutting a street.
- Conditions of approval have been included in this report to ensure the proposed development is constructed in conformity with City policies.
- The applicant has adequately resolved the comments provided during the phased pre-consultation processes and technical review processes.
- The proposed development represents residential intensification of an underutilized portion of the site within the Sandy Hill neighbourhood, in a manner that is sensitive to the character of the area while increasing housing stock.
- The 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.

CONSULTATION DETAILS

Councillor's Comments

Councillor Stéphanie Plante 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 was no public comment received online.

Technical Agency/Public Body Comments

Summary of Comments –Technical

N/A

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

Document 1 – Location Map



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

D07-12-24-0042

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280 av. Laurier Ave. E.

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REVISION / RÉVISION - 2024 / 07 / 08

