



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

Site Location: 283 & 285 McLeod Street

File No.: D07-12-24-0049

Date of Application: July 04, 2024

This SITE PLAN CONTROL application submitted by Fotenn Planning + Design, on behalf of REZY Properties Inc., is APPROVED as shown on the following plan(s):

1. **Site Plan**, SP1, prepared by Colizza Bruni Architecture, Revision 10, dated September 04, 2024.
2. **South Elevations**, A200, prepared by Colizza Bruni Architecture, Revision 10, dated September 04, 2024
3. **West Elevation**, A201, prepared by Colizza Bruni Architecture, Revision 10, dated September 04, 2024
4. **North Elevation**, A202, prepared by Colizza Bruni Architecture, Revision 10, dated September 04, 2024
5. **East Elevation**, A203, prepared by Colizza Bruni Architecture, Revision 10, dated September 04, 2024
6. **Landscape Plan and Landscape Notes**, L200, prepared by Stantec, Revision 6, dated August 16, 2024.
7. **Tree Conservation Plan, Inventory, Detail and Notes**, L100, prepared by Stantec, Revision 6, dated August 16, 2024.
8. **Landscape Details & Notes**, L500, prepared by Stantec, Revision 6, dated August 16, 2024.
9. **Erosion Control Plan**, EC-1, prepared by Stantec Consulting Inc., dated January 22, 2024, revision 5 dated August 19, 2024
10. **Existing Conditions and Removals Plan**, EXRM-1, prepared by Stantec Consulting Inc., dated January 22, 2024, revision 5 dated August 19, 2024
11. **Grading Plan**, GP-1, prepared by Stantec Consulting Inc., dated January 22, 2024, revision 5 dated August 19, 2024
12. **Site Servicing Plan**, SSP-1, prepared by Stantec Consulting Inc., dated January 22, 2024, revision 5 dated August 19, 2024
13. **Existing Storm Drainage Plan**, EXSD-1, prepared by Stantec Consulting Inc., dated January 22, 2024, revision 5 dated August 19, 2024
14. **Storm Drainage Plan**, SD-1, prepared by Stantec Consulting Inc., dated January 22, 2024, revision 5 dated August 19, 2024

15. **Detail Sheet**, DS-1, prepared by Stantec Consulting Inc., dated January 22, 2024, revision 5 dated August 19, 2024.

And as detailed in the following report(s):

1. **283-285 McLeod Street Site Servicing and Stormwater Management Report**, prepared by Stantec Consulting Inc., dated June 18, 2024
2. **Geotechnical Investigation Report Proposed Multi-Storey Building 283 & 285 McLeod Street Ottawa, Ontario**, prepared by Paterson Group Inc., Revision 2, dated December 11, 2023
3. **Environmental Noise Control Study Proposed Residential Development 283 – 285 McLeod Street, Ottawa, Ontario** prepared by Paterson Group Inc., Revision 2, dated December 20, 2023
4. **Phase I – Environmental Site Assessment 283-285 McLeod Street, Ottawa, Ontario**, prepared by WSP Canada Inc., dated December 2023.

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

General 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. **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. 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."

12. Asphalt Overlay

Due to the number of road cut permits required to service this development, the Owner shall install an asphalt overlay over the total area of the public driving surface of McLeod Street, fronting the subject lands, as shown on the approved Site Servicing Plan, referenced in Schedule "E" hereto. The overlay shall be carried out to the satisfaction of the General Manager, Planning, Development and Building Services. The Owner acknowledges and agrees that all costs are to be borne by the Owner.

13. 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.

14. 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.

15. Noise Control Attenuation Measures

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

- (a) Units on the western, eastern and southern elevations are to be fitted with a forced air heating system and ducting, and shall be sized to accommodate 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) 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 Environmental Noise Control 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.

16. 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 for units on the western, eastern, and southern elevations 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 C – Forced Air Heating System and Ducting

“The purchaser/lessee for themselves, their heirs, executors, administrators, successors and assigns, acknowledges being advised that this dwelling unit 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.”

“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. Stationary Noise Study

The Owner covenants and agrees that it shall retain the services of a professional engineer licensed in the Province of Ontario to provide a Stationary Noise Study (the “Report”) for review to Development Review (PDBS-DR), prior to issuance of a building permit, further to City comments and requirements. The Owner further acknowledges and agrees that it shall provide the General Manager, Planning,

Development and Building Services (PDBS) with confirmation issued by the professional engineer that the Owner has complied with all recommendations and provisions of the Report, prior to building occupancy, which confirmation shall be to the satisfaction of the General Manager, Planning, Development and Building Services.

18. Geotechnical Investigation

The Owner acknowledges and agrees that it shall retain the services of a geotechnical engineer, licensed in the Province of Ontario, to ensure that the recommendations of the Geotechnical Investigation (the "Report"), referenced in Schedule "E" herein, are fully implemented. The Owner further acknowledges and agrees that it shall provide the General Manager, Planning, 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.

19. Geotechnical – Encroachments

The Owner acknowledges and agree that the Geotechnical Investigation has recommended a method of shoring that may encroach onto the adjacent property or onto the City's McLeod Street right-of way. The Owner acknowledges and agrees that it shall be required to obtain the approval of the adjacent property owner and/or receive municipal consent for any Works within the said Road, prior to the installation of any encroachments. The Owner acknowledges and agrees that for encroachments within the said Road, the Owner shall ensure that there will be no conflicts between the proposed shoring method and the municipal services or utilities in the said Road.

20. 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.

21. 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.”

22. 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, Development and Building Services 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, that crosses the McLeod Street frontages (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, Development and Building Services and the City’s Surveyor, showing the existing City Sewer System within McLeod Street 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 within McLeod 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 McLeod Street to determine if the City Sewer System sustained any damages because of construction on the lands; and
- (ii) assume all liability for any damages caused to the City Sewer System within McLeod Street and compensate the City for the full amount of any required repairs to the City Sewer System.

23. Stormwater Management Memorandum

Prior to registration of this Agreement, the Owner acknowledges and agrees to provide the General Manager, Planning, 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.

24. Stormwater Works Certification

Upon completion of all stormwater management Works, the Owner acknowledges and agrees to retain the services of a Professional Engineer, licensed in the Province of Ontario, to ensure that all measures have been implemented in conformity with the approved Plans and Reports, referenced in Schedule "E" herein. The Owner further acknowledges and agrees to provide the General Manager, Planning, 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.

25. Inlet Control Devices (ICDs)

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

26. 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, Development and Building Services.

27. 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 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.

28. 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.

29. 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 McLeod Street right-of-way, as shown on the approved Site Plan referenced in Schedule "E" herein, including all plant and landscaping material (except municipal trees), and paver walkways. The Maintenance and Liability Agreement shall be registered on title, at the Owner's expense, immediately after the registration of this Agreement. The Owner shall assume all maintenance and replacement responsibilities in perpetuity.

30. Waste Collection

The Owner acknowledges and agrees that residential cart (and/or container) garbage, recycling, and organic waste collection will be provided by the City from a centralized refuse room or area. The Owner shall provide, at its own expense, adequate storage for the containers and carts and acknowledges it is recommended that they be placed on a concrete floor. The Owner shall provide an adequately constructed road for direct access to the garbage/recycling/organic waste storage room or area suitable for garbage/recycle/organic waste collection vehicles. Any additional services (i.e. winching of containers) may result in extra charges. It is expressly acknowledged that this service may be amended or discontinued at the City's sole discretion, if in the City's opinion, access is not appropriate or due to policy/process changes within the operating department.

31. Parkland Dedication

- (a) The Owner acknowledges and agrees that the conveyance requirement to the City is 83.2 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.

32. Cash-In-Lieu of Conveyance of Parkland

Prior to registration of the Site Plan Agreement, the Owner acknowledges and agrees to pay cash-in-lieu of conveyance of parkland as referenced in Schedule "B" herein. Pursuant to the City's Parkland Dedication By-law, being By-law No. 2022-280, as amended, 40% of said funds collected shall be directed to City wide funds, and 60% shall be directed to Ward 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.

33. Community Benefits Charge

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

For the purposes of calculating the charge payable, the City 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.

34. Heritage Plaque

Prior to occupancy of the building, the Owner acknowledges and agrees to develop a plaque commemorating the work of local builder, David Younghusband to the satisfaction of the Program Manager, Heritage Planning Branch. The plaque shall be written, designed, fabricated, and installed at the Owner's expense in the front yard.

September 13, 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: D07-12-24-0049

SITE LOCATION

283 and 285 McLeod Street, as shown on Document 1.

SYNOPSIS OF APPLICATION

The subject properties, municipally known as 283 and 285 McLeod Street, consist of two adjacent lots which are approximately 832 square metres in area, and have approximately 31 metres of frontage along McLeod Street. The subject lands are located on the north side of McLeod Street, east of O'Connor Street. The lands currently contain two three-storey commercial buildings and are designated under Part V of the *Ontario Heritage Act* as part of the Centretown Heritage Conservation District.

To the north of the subject site is a hotel, as well as low-rise residential and commercial buildings. To the east of the subject site is a variety of low-rise residential dwellings. To the south of the subject site is the Canadian Museum of Nature, which is a National Historic Site. To the west of the subject site, are low-rise residential buildings, low-rise commercial and institutional uses, and a mid-rise apartment building.

The development proposal includes the demolition of the existing buildings to construct a 5-storey mid-rise residential apartment building, which transitions to a 3-storey low-rise built form along McLeod Street, designed to complement the streetscape along McLeod Street and replicate the materiality, design, and built form of the Centretown Heritage Conservation District. The proposed building will contain 31 residential dwelling units, eight underground vehicle parking spaces accessed from a ramp on McLeod Street, and 31 bicycle parking spaces. The proposed development will contain communal amenity spaces, including at-grade outdoor and indoor amenity areas, as well as private balconies.

The Site Plan Control application implements the Official Plan Amendment (D01-02-21-0014) and Zoning By-law Amendment (D02-02-21-0084) which were approved by Council in November 2023. These amendments had the effect of permitting a five-storey maximum height (limited to the north half of the property), reduced yard setbacks, reduced projection requirements, a reduced vehicular parking rate and an increased bicycle parking rate. These amendments also made Section 60 – Heritage Overlay inapplicable to this proposal.

The infrastructure capacity exists, and connection will be made to McLeod Street.

Residential Units and Types

Dwelling Type	Number of Units
Apartment	31

Related Applications

The following applications are related to this proposed development:

Official Plan Amendment (D01-02-21-0014)
Zoning By-law Amendment (D02-02-21-0084)

DECISION AND RATIONALE

This application is approved for the following reasons:

- The proposed development is consistent with the Downtown Core Transect, Neighbourhood, and Evolving Overlay policies and designations within the Official Plan by providing missing-middle housing, a high-quality public realm, and gradual change of transition, character and an urban housing typology which is consistent with the local context.
- The proposed development is consistent with the Central and East Downtown Core Secondary Plan. The design provides functional and accessible entrances from the public realm, articulation in design, and minimal vehicular impact on the public realm, achieving the core principles from the Centretown (Central) character area. The proposal is consistent with the site-specific Official Plan Amendment (D01-02-21-0014) introduced by OPA 17, By-law 2023-499 and approved by Council in November 2023.
- The proposed development is consistent with the principles of development within the Centretown Community Design Plan by respecting existing setbacks and providing ground floor access, in addition to being consistent with the “special area” requirements for proximity to the Museum of Nature.
- The proposed development conforms with Zoning By-law 2008-250, and site specific introduced by Zoning By-law 2023-500 (D02-02-21-0084), which permits the proposed development and was approved by Council in November 2023.
- The proposed development constitutes good land use planning and increases the amount of available housing stock with 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.

CONSULTATION DETAILS

Councillor's Comments

Councillor Ariel Troster was aware of the application related to this report. Councillor has concurred with the proposed conditions of approval.

Councillor Ariel Troster indicated the following comments:

- I appreciate this design, and the attention paid throughout the application process to producing a design that's sympathetic and appropriate in the Museum of Nature SCA. As Ward 14 has the lowest tree canopy in the city, I would prefer to see more street trees and less hardscaping, especially at the front of the property.

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.

Note: Heritage Ottawa made a submission and noted "... *the proposed new design interventions appear to be consistent with both the Standards and Guidelines..., the Centretown and Minto Park HCD Plan, the Official Plan and the Central & East Downtown Core Secondary Plan.*

The architectural expression reflecting two period homes with front setbacks, front facing porches and projecting bays and gables serve to complete the streetscape. The rear addition is appropriately setback but compliments the 2 ½ storey structures facing onto McLeod."

Advisory Committee Comments

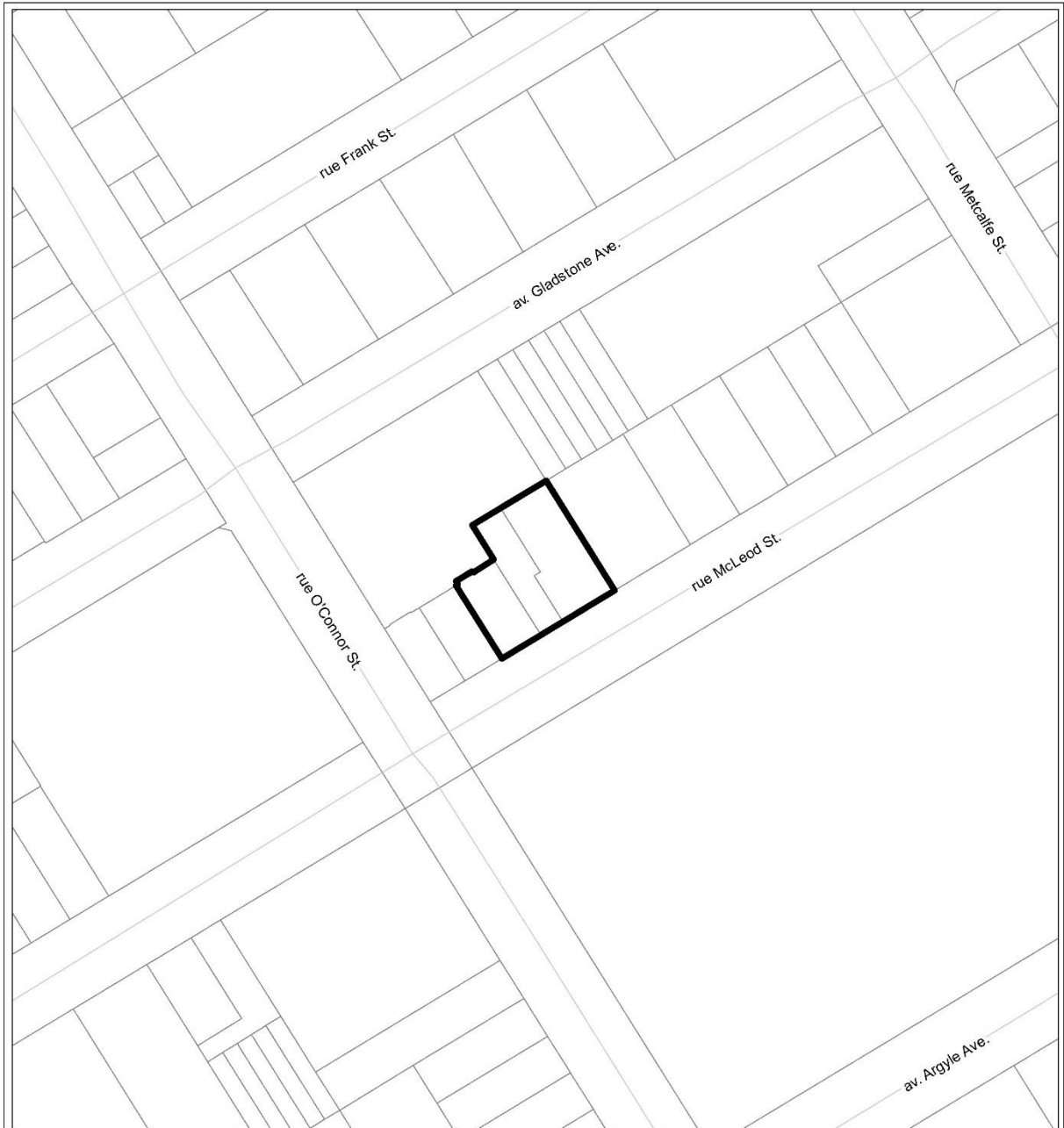
N/A

APPLICATION PROCESS TIMELINE STATUS

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

Contact: Jean-Charles Renaud Tel: 613-223-7273 or e-mail: Jean-Charles.Renaud@ottawa.ca

Document 1 – Location Map



D07-12-24-0049

24-0787-L

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REVISION / RÉVISION - 2024 / 07 / 22

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



283, 285 rue McLeod St.

