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SITE PLAN CONTROL APPLICATION SITE PLAN APPROVAL REPORT PLANNING, DEVELOPMENT AND BUILDING SERVICES DEPARTMENT

Site Location: 265 Carling Avenue

File No.: D07-12-25-0015

Date of Application: February 05, 2025

This SITE PLAN CONTROL application submitted by Gabi Amos, Fotenn Planning + Design, on behalf of Bronson and Carling Ltd. (c/o Sam Chowieri), is APPROVED upon resolution of the conditions stated in this report

And the following plans are approved:

- 1. **Site Plan**, SP-1, prepared by RLA Architecture, dated Oct. 16, 23, revision 10 dated July 25, 25.
- 2. **8**th, **Roof and MPH Floor Plans**, A103, prepared by RLA Architecture, dated Oct 16, 23, revision 10 dated July 25, 25.
- 3. **South Elevation**, A200, prepared by RLA Architecture, dated Oct. 16, 23, revision 9 dated July 7, 25.
- 4. **East & West Elevation**, A201, prepared by RLA Architecture, dated Oct. 16, 23, revision 9 dated July 7, 25.
- 5. **North Elevation**, A202, prepared by RLA Architecture, dated Oct. 16, 23, revision 9 dated July 7, 25.

And as detailed in the following report(s):

- 1. **Detailed Traffic Noise Study**, prepared by Gradient Wind Engineers and Scientists, dated January 23, 2024.
- Draft Comments Report 265 Carling Avenue, Ottawa, Ontario GW File No.: 23-293 – Response Letter, prepared by Gradient Wind Engineers and Scientists, dated January 23, 2025.
- 3. **Transportation Impact Assessment**, prepared by CGH Transportation, dated March 2025.
- 4. **Phase One Environmental Site Assessment**, prepared by EXP., dated 2024-05-15.
- 5. **Phase Two Environmental Site Assessment**, prepared by EXP., dated May 15, 2024.
- 6. Servicing Report Assessment, prepared by CIMA+, dated June 12, 2025.

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

Requirements

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. <u>Lapsing of Approval</u>

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. <u>Extend Internal Walkway</u>

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. <u>Development Charges</u>

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

Special Conditions

10. <u>Professional Engineering Inspection</u>

The Owner shall have competent Professional Engineering inspection personnel on-site during the period of construction, to supervise the Works, and the General Manager, Planning, Development and Building Services Department, shall have the right at all times to inspect the installation of the Works. The Owner acknowledges and agrees that should it be found in the sole opinion of the General Manager, Planning, Development and Building Services Department, that such personnel are not on-site or are incompetent in the performance of their duties, or that the said Works are not being carried out in accordance with the approved plans or specifications and in accordance with good engineering practice, then the General Manager, Planning, Development and Building Services Department, may order all Work in the project to be stopped, altered, retested or changed to the satisfaction of the General Manager, Planning, Development and Building Services Department.

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 themself, 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. Notice on Title – Noise Control Attenuation Measures

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

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

Type B – Increasing Roadway Traffic

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

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."

13. Noise Control Attenuation Measures

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

- (a) each unit is to be equipped with central air conditioning;
- (b) each unit is to be fitted with a forced air heating system and ducting, and shall be sized to accommodate central air conditioning;
- (c) further to subsection (b) above, the location and installation of any outdoor air conditioning device(s) shall comply with the noise criteria of the Ministry of the Environment, Conservation and Parks' Publication NPC-216, dated

1993, and the Environmental Noise Guidelines for Installation of Residential Air Conditioning Devices, dated September 1994, as amended, in order to minimize the noise impacts both on and off the immediate vicinity of the subject lands;

(d) upon completion of the development and prior to occupancy and/or final building inspection, a professional engineer, licensed in the Province of Ontario with expertise in the subject of acoustics related to land use planning, shall be retained to visit the lands, inspect the installed noise control measures and satisfy themself that the installed recommended interior noise control measures comply with the measures in the Detailed Traffic Noise 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.

14. <u>Traffic Noise Assessment Amendment – Amenity Space Noise Control Mitigation</u>

The Owner covenants and agrees that is shall retain the services of a professional engineer licensed in the Province of Ontario to provide a review of the proposed amenity space noise mitigation (2m Glass Guards or Walls as per approved Architectural Plans), with an amendment to the Traffic Noise Control Assessment (the "Report"), for review to Development Review prior to issuance of a building permit, further to City comments and requirements. The Owner further acknowledges and agrees that is shall provide the General Manager, Planning, Development & Building Services Department (PDBSD) 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 & Building Services Department.

15. <u>Stormwater Management Memorandum</u>

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

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

17. Site Lighting

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

18. Water Demand for Fire Fighting

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

19. <u>Waste Collection</u>

Residential

The Owner acknowledges and agrees that residential cart (and/or container) garbage, recycling, and organic waste collection will be provided by the City from a centralized refuse room or area. The Owner shall provide, at its own expense, adequate storage for the containers and carts and acknowledges it is recommended that they be placed on a concrete floor. The Owner shall provide an adequately constructed road for direct access to the garbage/recycling/organic waste storage room or area suitable for garbage/recycle/organic waste collection vehicles. Any additional services (i.e. winching of containers) may result in extra charges. 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.

AND

Non-residential / Commercial

The Owner acknowledges and agrees that garbage, recycling, and organic waste collection will not be provided by the City and it shall make appropriate arrangements with a private contractor for garbage, recycling, and organic waste collection at the Owner's sole expense. The Owner shall consult a private contractor regarding any access requirements for garbage and/or recycling and organic waste collection.

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. Release of Previous Site Plan Agreement

The Owner and the City agree that the Site Development Agreement registered on November 4, 2021 as Instrument No. OC2419991 can be released from title to the subject lands described in Schedule "A" hereto upon registration of this Agreement. The Owner acknowledges and agrees that the release of the aforementioned agreements shall be registered by the City, and all costs shall be borne by the Owner.

22. <u>Transportation Impact Assessment</u>

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

23. Road Widening (Bronson Avenue)

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 Bronson Avenue frontage of the lands, measuring 11.5 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

24. Road Widening (Carling Avenue)

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 Carling Avenue frontage of the lands, measuring 15.6 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

25. Corner Sight Triangle

Prior to registration of this Agreement, the Owner acknowledges and agrees to convey to the City, at no cost to the City, an unencumbered two overlapping corner sight triangles measuring 5.0 metres x 15.0 metres at the intersection of Carling Avenue and Bronson Avenue. The exact location and area of the corner sight triangle must be determined by legal survey. The Owner shall provide a reference plan for registration, indicating the corner sight triangle, to the City Surveyor for review 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.

26. 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.

27. 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.

28. Maintenance and Liability Agreement

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), curbs, decorative paving, and planters placed in the City's right-of-way along both Carling Avenue and Bronson 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.

29. Parkland Dedication

- (a) The Owner acknowledges and agrees that the conveyance requirement to the City is 165.89 square metres.
- (b) The Owner covenants and agrees that the conveyance requirement has been calculated for the office to residential conversion only, 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):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.

CILP CALCULATION TABLE:					
Input Site and Proposal Details					
Gross Land Area (GLA)			1658.88		sq m
			(per GeoOttawa)		
			Existing	Proposed	
Dwelling units				70	
Net increase in dwelling units				70	
CILP Conveyance Requirement					
		Dwelling	Max Res		
		units x	conveyance	Applicable	
Conveya		applicable	Req'nt (10%	Conveyan	
nce Type	Rate	rate	GLA)	ce	
	1:10		165.89		
CILP/Res	00	700		165.89	
Conveyance Requirement 165.8					sq m

30. 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 (Account 830015), and 60% shall be directed to Ward 17 funds (Account 830306). The Owner shall also pay the parkland appraisal fee of \$850.00 plus H.S.T. of \$110.50, as referenced in Schedule "B" herein.

31. Notice on Title - School Accommodation

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

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

"The purchaser/lessee for themself, their heirs, executors, administrators, successors and assigns, acknowledges being advised that the Ottawa-Carleton District School Board has pupil accommodation concerns for this dwelling unit. The purchaser/lessee agrees to inform prospective purchasers or tenants in all subsequent agreements of purchase and sale and lease agreements that school accommodation pressures exist in the Ottawa-Carleton District School Board,

which are currently being addressed by the utilization of portable classrooms and/or by directing students to school outside their community."

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

August 7, 2025

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: D07-12-25-0015

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SITE LOCATION

265 Carling Avenue, and as shown on Document 1.

SYNOPSIS OF APPLICATION

The subject site is located on the northwest corner of the Carling Avenue and Bronson Avenue intersection. The subject site is surrounded by a mix of residential, retail, office, and institutional uses in low-, mid-, and high-rise buildings. To the north, the site abuts the rear property lines of four lots that contain a mix of residential, office, and retail uses in 2 and 3-storey buildings. To the east, the site abuts the Bronson Avenue Right-of-Way, beyond which is a 2-storey Hydro Ottawa Sub-Station. South-west of the site, on the diagonal corner of the Bronson Avenue and Carling Avenue intersection is Glebe Collegiate High School and its associated outdoor field. To the south, the site abuts the Carling Avenue Right-of-Way, beyond which is a vacant surface parking lot and a two-storey commercial building. To the west, the site abuts a lot with a 16-storey retirement home currently under construction (275 Carling Avenue).

The purpose of this application is to convert the existing eight-storey office building with three ground floor commercial units and one level of underground parking to a mixed-use building containing residential and commercial uses. No new floor area is proposed to be added. The proposed development will convert floors two to eight from office to residential apartments, introducing 70 new residential dwelling units over two phases. The ground floor is to be renovated for retail and office uses. A total of 450 square metres of amenity space is being provided on the roof and on the ground floor.

The conversion will be completed in two phases. Phase one will convert floors two to five from office to residential providing 40 dwelling units and 290 square metres of rooftop amenity area. Phase two will convert the ground floor as well as floor six to eight providing the remaining 30 dwelling units and 160 square metres of amenity space on the ground floor. The phasing is proposed to allow for existing upper floor tenants to finish their existing leases.

There is a total of 35 vehicular parking spaces provided for the proposed uses. There is an existing one-level underground parking garage, accessed from Bronson Avenue, with 17 vehicular parking spaces that are being retained. There are also four existing surface parking spaces that are being retained. On the adjacent site to the west, at 275 Carling Avenue, there is also an existing underground parking garage, accessed from Clemow

Avenue, which will provide 14 vehicular parking spaces that serve the uses located on 265 Carling Avenue. The properties at 265 and 275 Carling Avenue are considered one lot for zoning purposes and, therefore, can share parking facilities. The proposed development will include a total of 43 bicycle parking spaces, 37 of which are provided within the underground parking garage and six of which are provided at-grade. Loading, and waste management, will take place on the northern portion of the property.

Residential Units and Types

Dwelling Type	Number of Units	
Apartment	70	

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 Policy area of the Official Plan, is designated Mainstreet Corridor. The proposed development is consistent with the applicable policies of the Official Plan.
- The proposal conforms with the provisions of the AM [2022] H(28) Zone, and the
 office-to-residential provisions under Section 76 of the Zoning By-law No. 2008250.
- The proposal is consistent with the Provincial Planning Statement, 2024, by representing an efficient use of land and contributing to the city's mix of housing choices.
- The proposed development represents good planning.

PARKLAND DEDICATION

Parkland dedication, in accordance with By-law 2022-280, is being satisfied within this approval through the taking of cash-in-lieu of parkland as detailed in the above conditions.

CONSULTATION DETAILS

Councillor's Comments

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

Public Comments

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

Technical Agency/Public Body Comments

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

Advisory Committee Comments

The Accessibility Advisory Committee noted that neither accessible units or accessible parking facilities are proposed. They encroach providing accessible parking facilities for renters or visitors.

APPLICATION PROCESS TIMELINE STATUS

This Site Plan application was processed by the On Time Decision Date. The Council approved timeline has been met.

Contact: Margot Linker Tel: 613-580-2424, ext. 22555 or e-mail: Margot.Linker@ottawa.ca

Document 1 - Location Map

