



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

Site Location: 817 Roseview Avenue

File No.: D07-12-21-0165

Date of Application: October 19, 2021

This SITE PLAN CONTROL application submitted by Nadia De Santi, on behalf of 817 Roseview Inc., is APPROVED as shown on the following plan(s):

1. **Site Plan**, A1, prepared by unPoised Architecture Inc., dated February 10, 2021, revision 4 dated June 6, 2023.
2. **Landscape Plan**, L1, prepared by John K. Szczepaniak, dated June 25, 2021, revision 17 dated August 3, 2023.
3. **Services & Grading Plan**, W-01, prepared by Arch-Nova Design Inc., dated April 2022, revision 3-1 dated December 2023.
4. **Erosion & Sediment Control Plan**, W-02, prepared by Arch-Nova Design Inc., dated December 2022.
5. **Tree Report Plan**, L2, prepared by John K. Szczepaniak, dated July 8, 2021, revision 2 dated September 22, 2021.

And as detailed in the following report(s):

1. **Assessment of Adequacy of Public Services**, prepared by Arch-Nova Design Inc., dated June 2022, revision 3 dated June 2023.
2. **Environmental Noise Control Study**, prepared by Paterson Group Inc., revision 1 dated March 24, 2022.
3. **Geotechnical Investigation**, prepared by Paterson Group Inc., dated October 15, 2021.
4. **Phase 1 Environmental Site Assessment**, prepared by Paterson Group Inc., dated June 22, 2021.
5. **Tree Conservation Report**, prepared by IFS Associates, dated September 14, 2021.
6. **Transportation Impact Assessment Guidelines**, prepared by WSP Canada Inc., dated August 10, 2021.

And subject to the following General and Special Conditions:

General Conditions

1. Execution of Agreement Within One Year

The Owner shall enter into this Site Plan Control Agreement, including all standard and special conditions, financial and otherwise, as required by the City. In the event that the Owner fails to sign this Agreement and complete the conditions to be satisfied prior to the signing of this Agreement within one (1) year of Site Plan approval, the approval shall lapse.

2. Barrier Curbs

The Owner acknowledges and agrees that the parking areas and entrances shall have barrier curbs and shall be constructed in accordance with the drawings of a design professional, such drawings to be approved by the General Manager, Planning, Real Estate and Economic Development.

3. Water Supply for Fire Fighting

The Owner shall provide adequate water supply for fire fighting for every building. Water supplies may be provided from a public water works system, automatic fire pumps, pressure tanks or gravity tanks.

4. Reinstatement of City Property

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

5. Construction Fencing

The Owner acknowledges and agrees to install construction fencing, at its expense, in such a location as may be determined by the General Manager, Planning, Real Estate and Economic Development.

6. Completion of Works

The Owner acknowledges and agrees that no new building will be occupied on the lands until all requirements with respect to completion of the Works as identified in this Agreement have been carried out and received Approval by the General Manager, Planning, Real Estate and Economic Development, including the installation of municipal numbering provided in a permanent location visible during both day and night and the installation of any street name sign on relevant streets. Notwithstanding the non-completion of the foregoing Works, occupancy of a lot or structure may otherwise be permitted, if in the sole opinion of the General Manager, Planning, Real Estate and Economic Development, the aforesaid Works are proceeding satisfactorily toward completion. The Owner shall obtain the prior consent of the General Manager, Planning, Real Estate and Economic Development for such occupancy in writing.

Until all requirements with respect to completion of the Works as identified in this Agreement have been carried out and received Approval by the General Manager, Planning, Real Estate and Economic Development, the Owner shall give notice to the City of a proposed conveyance of title to any building at least thirty (30) days prior to any such conveyance. No conveyance of title to any building shall be effective unless the Owner has complied with this provision.

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

7. **Development Charges**

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

8. **Designated Substances Survey**

Prior to demolition of any existing buildings located on the lands described in Schedule "A" herein, the Owner acknowledges and agrees to complete a designated substances survey and submit the findings and recommendations for the proper handling and disposal of waste as identified in said survey, to the satisfaction of the General Manager, Planning, Real Estate and Economic Development, and in accordance with Best Management Practices. The survey shall address, but not be limited to:

- (a) O.Reg. 278/05: Designated Substance - Asbestos on Construction Projects and in Buildings and Repair Operations under the Occupational Health and Safety Act, R.S.O. 1990, c.O.1, as amended (O.Reg. 278/05);
- (b) Guideline - Lead on Construction Projects, prepared by the Ontario Ministry of Labour - Occupational Health and Safety Branch, published September 2004 and revised April 2011, as amended;
- (c) O.Reg. 213/91: Construction Projects under the Occupational Health and Safety Act, R.S.O. 1990, c.O.1, as amended (O.Reg. 213/91);
- (d) Registration Guidance Manual for Generators of Liquid Industrial and Hazardous Waste, prepared by the Ontario Ministry of the Environment, Conservation and Parks, published April 1995 and revised January 2016, as amended, to be used in conjunction with R.R.O. 1990, Reg. 347: General-Waste Management under the Environmental Protection Act, R.S.O. 1990, c.E.19, as amended (R.R.O. 1990, Reg. 347);
- (e) R.R.O. 1990, Reg. 362: Waste Management – PCB's under the Environmental Protection Act, R.S.O. 1990, c.E.19, as amended (R.R.O. 1990, Reg. 362).

Special Conditions

9. **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 Roseview Avenue, fronting the subject lands, as shown on the approved Services and Grading Plan, referenced in Schedule "E" hereto. The overlay shall be carried out to the satisfaction of the General Manager, Planning, Real Estate and Economic Development. The Owner acknowledges and agrees that all costs are to be borne by the Owner.

10. **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, Real Estate and Economic Development.

11. **On-Site Parking - Notice on Title**

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

"The Purchaser/Lessee for himself, his heirs, executors, administrators, successors and assigns acknowledges being advised that the unit being sold/rented may not 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 clause, verbatim, shall be included in all subsequent agreements of purchase and sale and lease agreements for the lands described herein, which covenant shall run with the said lands."

12. **Private 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.

13. **Notice on Title – Noise Control Attenuation Measures**

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

Type A – Increasing Roadway Traffic

“The Purchaser/Lessee for himself, his heirs, executors, administrators, successors and assigns acknowledges being advised that noise levels due to increasing roadway/rail/air 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 himself, his 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 himself, his 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.”

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 (the “Report”), referenced in Schedule “E” herein, are fully implemented. The Owner further acknowledges and agrees that it shall provide the General Manager, Planning, Real Estate and Economic Development with confirmation issued by the geotechnical engineer that the Owner has complied with all recommendations and provisions of the Report, prior to construction of the foundation and at the completion of the Works, which confirmation shall be to the satisfaction of the General Manager, Planning, Real Estate and Economic Development.

15. **Geotechnical - Encroachments**

The Owner acknowledges and agrees that the Geotechnical Investigation Report has recommended a method of shoring that may encroach onto the adjacent property. The Owner acknowledges and agrees that it shall be required to obtain the approval of the adjacent property owner for any Works within their land, prior to the installation of any encroachments..

16. **Groundwater Management**

The Owner acknowledges and agrees to retain an environmental consultant to test groundwater to be removed from the site during and after redevelopment. If through further testing the groundwater samples are found to be contaminated, all contaminated groundwater must be removed, managed or treated in accordance with appropriate Ontario regulations and/or discharged in accordance with the City's Sewer Use By-Law, being By-law No. 2003-514, as amended.

17. **Protection of City Sewers**

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

- (i) provide the General Manager, Planning, Real Estate and Economic Development with the engineering report from a Professional Engineer, licensed in the Province of Ontario, which report shall outline the impact of the proposed building's footing and foundation walls, on the City sewer system within the subject site (the "City Sewer System") and the impact of the existing City Sewer System on the building's footing and foundation walls;
- (ii) obtain a legal survey acceptable to the General Manager, Planning, Real Estate and Economic Development and the City's Surveyor, showing the existing City Sewer System along the subject site 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 along the subject site prior to any construction to determine the condition of the existing City Sewer System prior to construction on the lands and to provide said video inspection to the General Manager, Planning, Real Estate and Economic Development.

(b) Upon completion of construction on the lands, the Owner shall, at its expense and to the satisfaction of the General Manager, Planning, Real Estate and Economic Development:

- (i) obtain a video inspection of the existing City Sewer System within along the subject site to determine if the City Sewer System sustained any damages as a result of construction on the lands; and

- (ii) assume all liability for any damages caused to the City Sewer System within the subject site and compensate the City for the full amount of any required repairs to the City Sewer System.

18. **Stormwater Management Memorandum**

Prior to registration of this Agreement, the Owner acknowledges and agrees to provide the General Manager, Planning, Real Estate and Economic Development, with a memorandum prepared by a Professional Engineer, licensed in the Province of Ontario, confirming that the designed roof-top scuppers and associated spill point elevations will be set equivalent to the top of the control weir of the approved roof drain elevation(s). The Owner further acknowledges and agrees that said memorandum shall be to the satisfaction of the General Manager, Planning, Real Estate and Economic Development, and all associated costs shall be the Owner's responsibility.

19. **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, Real Estate and Economic Development with certificates of compliance issued by a Professional Engineer, licensed in the Province of Ontario, confirming that all recommendations and provisions have been implemented in accordance with the approved Plans and Reports referenced in Schedule "E" herein.

20. **Inlet Control Devices (ICDs)**

The Owner acknowledges and agrees to install and maintain in good working order the required in-ground stormwater inlet control device, as recommended in the approved 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.

21. **Water Plant**

The Owner acknowledges and agrees that the water plant within the lands is a private watermain. The Owner further acknowledges and agrees that the private watermain and appurtenances thereto are to be maintained by the Owner at its own expense, in perpetuity. The Owner performing maintenance on critical infrastructure, such as private watermains and private fire hydrants, shall maintain adequate records as proof of having done so in accordance with applicable regulations, and that the records shall be retained for review by the City and or the Ottawa Fire Services when requested.

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

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

- (a) a certificate of conformance and As-built Drawings have been received from a Professional Engineer, licensed in the Province of Ontario, certifying that all required inlet control devices have been properly installed to City Standards or Specifications, and that the storm sewer system has been installed in accordance with the approved engineering drawings for site development and City Sewer Design Guidelines. The inlet control devices shall be free of any debris; or
- (b) a flow limiting orifice plate, designed by a Professional Engineer licensed in the Province of Ontario and to the satisfaction of the City, has been installed at the storm water outlet prior to connecting any upstream storm sewers. Such orifice plate shall not be removed until subsection (a) above has been satisfied and approved by the General Manager, Planning, Real Estate and Economic Development.

23. **Site Lighting Certificate**

- (a) In addition to the requirements contained in Clause 19 of Schedule "C" hereto, the Owner acknowledges and agrees, prior to the issuance of a building permit, to provide the City with a certificate from an acceptable professional engineer, licensed in the Province of Ontario, which certificate shall state that the exterior site lighting has been designed to meet the following criteria:
 - (i) it must be designed using only fixtures that meet the criteria for full cut-off (sharp cut-off) classification, as recognized by the Illuminating Engineering Society of North America (IESNA or IES); and
 - (ii) it must result in minimal light spillage onto adjacent properties. As a guideline, 0.5 fc is normally the maximum allowable spillage.
- (b) The Owner acknowledges and agrees that, upon completion of the lighting Works and prior to the City releasing any associated securities, the Owner shall provide certification satisfactory to the General Manager, Planning, Real Estate and Economic Development, from a Professional Engineer, licensed in the Province of Ontario, that the site lighting has been constructed in accordance with the Owner's approved design plan.

24. **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 Roseview Avenue right-of-way, as shown on the approved

Landscape Plan referenced in Schedule “E” herein, including all plant and landscaping material (except municipal trees), 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.

25. **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.

26. **Parkland Dedication**

- (a) The Owner acknowledges and agrees that the conveyance requirement to the City is **110** 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): 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.

27. **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 7 funds. The Owner shall also pay the parkland appraisal fee of \$800.00 plus H.S.T. of \$104.00, as referenced in Schedule “B” herein.

28. **Protection of Public Park Land**

The Owner shall neither deposit, nor permit to be deposited, fill, snow, debris, building materials, granular, excavated materials, topsoil or construction equipment, nor allow vehicle parking, storage or access for any purposes on Marlene Catterall Park (hereinafter referred as ‘Park Land’). Furthermore, the Owner shall neither remove, nor permit to be removed any fill, topsoil, trees, vegetation or shrubs from on the Park Land, without the prior consent of the General Manager, Planning, Real Estate and Economic Development.

29. **Notice on Title – Parkland**

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

“The Purchaser/Lessee for himself, his heirs, executors, administrators, successors and assigns acknowledges being advised that the parkland within the vicinity of the subject lands may have active hard and soft surface recreational facilities, buildings and supporting infrastructure. These amenities may include lit facilities and may generate noise by users using these facilities and amenities”

“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.”



January 18, 2024

Date

Allison Hamlin
(Acting) Manager, Development Review West
Planning, Real Estate and Economic
Development Department

Enclosure: Site Plan Control Application approval – Supporting Information



SITE PLAN CONTROL APPROVAL APPLICATION SUPPORTING INFORMATION

File Number: D07-12-21-0165

SITE LOCATION

The site is located on the east side of Roseview Avenue, between Carling Avenue to the north and Michele Drive to the South, and as shown on Document 1.

SYNOPSIS OF APPLICATION

The subject site is roughly rectangular in shape and is approximately 1,100 m² in area with a frontage of approximately 20 m along Roseview Avenue. Directly north of the site is a one-storey Tim Hortons and associated parking lot. To the east and south-east is Michele Park with the site directly backing onto the park. To the south are single-detached houses fronting on Roseview Avenue. To the west is the Carling Family Shelter and associated parking lot.

The site is currently occupied by an existing house and free-standing shed, to be demolished. A City of Ottawa stormwater pipe easement is located along the southern property line. The site is fully serviced by municipal water and sewer.

The proposed development consists of a four-storey low-rise apartment dwelling with a gross floor area of approximately 1,355.8 m² and will front onto Roseview Avenue. There are 24 residential units proposed with a mixture of market rate and affordable units offered. Amenity space is proposed through private balconies, walk-out porches, and a communal rooftop patio with a gross floor area of approximately 138 m². 14 parking spaces total are proposed, 13 resident spaces and 1 visitor space, as well as 20 bicycle parking spaces located in a bicycle storage room in the basement. Landscaping, consisting of a mixture of shrubs and plants, will be located along the south, west, and east property lines to create a buffer between the development and adjacent properties.

Residential Units and Types

Dwelling Type	Number of Units
Apartment	24

Related Applications

The following applications are related to this proposed development:

- Zoning By-Law Amendment – D02-02-21-0129
- Committee of Adjustment Minor Variance application – D08-02-23/A-00153

DECISION AND RATIONALE

This application is approved for the following reasons:

- The proposal conforms to the policies set out in the 2003 Official Plan as this was applicable at the time that the application was submitted. The proposal was also reviewed in regard to the New Official Plan and conforms to the policies outlined in the New Official Plan.
- The proposal is in compliance with the Zoning-Bylaw after having received approval for a Minor Zoning By-Law Amendment on December 7, 2022 under By-Law No. 2022-373, to make changes to the permitted maximum building height, reduce the minimum parking required, reduce the required distance of canopies from the side lot line, and reduce the minimum parking lot landscape buffer.
- The Committee of Adjustment Minor Variance application (D08-02-23/A-0053) was approved on September 15, 2023 and received no appeals on October 5th, 2023. The Minor Variance application was to reduce the minimum parking space rate for low-rise apartment buildings to 13 spaces, whereas the Zoning By-law Exception 2828 requires a minimum parking space rate of 14 spaces.
- Conditions of approval have been included in this report to ensure the proposed development is constructed in conformity with city policies and guidelines.
- The proposal represents an appropriate site design under the current policy framework and 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 Theresa Kavanagh was aware of the application related to this report. Councillor has concurred with the proposed conditions of approval.

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.

Summary of public comments and responses

Public Comments:

Public comments received included concern for increased traffic and intensification.

Response:

The traffic forecast from the proposed 24-unit development is expected to be effectively and safely accommodated within the overall network.

Public Comments:

Concern expressed that the proposal is out of character with the neighbourhood.

Response:

A Streetscape Character Analysis was required as part of the application, which reviews the current streetscape context, elements such as building heights, yard projections and setbacks, parking, building materiality, and landscaping. It was found in this analysis that the proposed building is suitable development in transition to the context between Carling Avenue and the adjacent low-rise neighbourhood.

Public Comment:

If I had one comment it would be to reduce the number of parking spots and increase the number of bicycle parking spots.

Response:

The revised proposal increased the number of dwelling units from 20 to 24, reduced parking spaces from 18 to 14, and increased bicycle parking from 16 spaces to 20.

Technical Agency/Public Body Comments

Summary of Comments –Technical

N/A

Response to Comments –Technical

N/A

Advisory Committee Comments

Summary of Comments – Advisory Committees

NA

Response to Comments – Advisory Committees

N/A


APPLICATION PROCESS TIMELINE STATUS

This Site Plan application was not processed by the On Time Decision Date due to the complexity of the issues associated with the application.

Contact: Molly Smith Tel: 613-580-2424, ext. 25910 or e-mail: Molly.Smith@ottawa.ca

Document 1 – Location Map





D02-02-21-0129	21-1428-D
D07-12-21-0165	
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REVISION / RÉVISION - 2021 / 11 / 08	

LOCATION MAP / PLAN DE LOCALISATION
ZONING KEY PLAN / SCHÉMA DE ZONAGE



817 av. Roseview Avenue



Existing Flood Plain (Section 58) /
Plaine inondable (Article 58)

