



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

Site Location: 398, 402 and 406 Roosevelt Avenue

File No.: D07-12-24-0062

Date of Application: July 18, 2024

This SITE PLAN CONTROL application submitted by Tyler Yakichuk (Fotenn Consultants), on behalf of ML Westboro Inc c/o Maureen Flanigan, is APPROVED as shown on the following plan(s):

1. **Site Plan, The Westmount, 398-406 Roosevelt Ave.**, Sheet No. SP-1, prepared by RLA Architecture, Revision 6 dated Aug 19, 2024.

2. **Landscape Plan, Multi Unit Residential Condominium, 398-406 Roosevelt Avenue**, Sheet No. L1, prepared by GJA Inc., Revision 11 dated 2024 09 16.

3. **Building Elevations, The Westmount, 398-406 Roosevelt Ave.**, Sheet No. A- 200, prepared by RLA Architecture, revision 9 dated 2024-08-16.

4. **Grading, Drainage and Erosion & Sediment Control Plan**, 6-Storey Residential Building, 398, 402, & 406 Roosevelt, Drawing No. C101, prepared by EGIS, revision 9 dated September 17, 2024.

5. **Site Servicing Plan**, 6-Storey Residential Building, 398, 402, & 406 Roosevelt, Drawing No. C102, prepared by EGIS, revision 9 dated September 17, 2024.

And as detailed in the following report(s):

6. **Servicing & Stormwater Management Report, 398-406 Roosevelt Avenue**, Ottawa, Project No. CCO-22-3302, prepared EGIS, dated July 29, 2024.

7. **Tree Conservation Report for 398, 402 and 406 Roosevelt Avenue, Ottawa**, prepared by IFS Associates, dated April 15, 2024.

8. **Pedestrian Level Wind Study Addendum, 398, 402, 406 Roosevelt Avenue**, Report No. Gradient Wind File 17-179, prepared by Gradient Wind Engineering Inc., dated June 11, 2024

9. **Stationary Noise Addendum Letter, 398, 402, 406 Roosevelt Avenue**, Report No. GWE17- 179-S.Noise Addendum Letter, prepared by Gradient Wind Engineering Inc., dated July 29, 2024.

10. **Stationary Noise Addendum Letter**, from Gradient Wind, dated July 29th. 2024

11. **Update to Phase I – Environmental Site Assessment, 398, 402, and 406 Roosevelt Avenue**, Report: PE5677-LET.03, prepared by Paterson Group, dated May 6, 2024.

12. **Geotechnical Investigation**, Proposed Multi-Storey Building 398, 402, 406 Roosevelt Avenue – Ottawa, Report PG4339-1, Revision 3 dated May 7, 2024.

And, the following Plans and Reports are RECEIVED, and may require further revisions prior to approval:

13. **TIA Addendum #2, 398-406 Roosevelt Avenue**, Report No. 476577-01000, prepared by Parsons, dated September 18, 2024.

And subject to the following 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. **Prior Site Plan Agreement**

The Owner acknowledges and agrees that all terms and conditions of the Site Plan Agreement between the **City of Ottawa and ML Westboro Inc.**, registered as **Instrument No. OC2547580 on October 21, 2022**, are reconfirmed and are in full force and effect except as otherwise varied or amended in this Agreement. The Owner further acknowledges and agrees that the relevant portion of the Approved Plans referenced in Schedule “E” hereto shall supercede and replace and/or be in addition to, as the case may be, the relevant sections of the corresponding Plans contained in the previous Site Plan Agreement(s).

3. **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.

4. **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.

5. **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.

6. **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.

7. **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.

8. **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.

9. **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.

10. **Development Charges**

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

Special Conditions

11. **Updated Plans and Reports**

Prior to the preparation of the Site Plan Agreement, the Owner acknowledges and agrees to provide updates as necessary to the **TIA Addendum #2** referenced in the Plans and Reports RECIEVED above, to address the comments from the formal review letter dated **September 13, 2024**, to the satisfaction of the General Manager, Planning, Development and Building Services Department. The Owner acknowledges and agrees that the submission may necessitate changes to the plans and reports approved herein. If necessary, the Owner further acknowledges and agrees to provide all revised plans and reports to the General Manager, Planning, Development and Building Services Department prior to registration of this Agreement or the issuance of a Commence Work Notification.

12. **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, Development and Building Services, 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, 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, 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.

13. **Roadway Modifications**

The Owner agrees to complete all road modifications required to accommodate this development, as identified in the road modification approval report referenced in Schedule "E" hereto, and further acknowledges and agrees that it is responsible for all costs associated with the public roadway modifications.

14. **Transportation Impact Assessment**

The Owner has undertaken **TIA Strategy Report & TIA Addendum # 2** 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 Strategy Report and Transportation Impact Assessment Addendum #1, are fully implemented, to the

satisfaction of the General Manager, Planning, Development and Building Services.

15. **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."

16. **Certification Letter for Noise Control Measures**

- a) The Owner acknowledges and agrees that upon completion of the development and prior to occupancy and/or final building inspection, it shall retain a Professional Engineer, licensed in the Province of Ontario with expertise in the subject of acoustics related to land use planning, to visit the lands, inspect the installed noise control measures and satisfy himself that the installed recommended interior noise control measures comply with the measures in the **Traffic Noise Assessment** referenced in Schedule "E" hereto, as approved by the City and/or the approval agencies and authorities (The Ministry of the Environment, Conservation and Parks) or noise thresholds identified in the City's Environmental Noise Control Guidelines. The Professional Engineer shall prepare a letter to the General Manager, Planning, Development and Building Services (the "Certification Letter") stating that he certifies acoustical compliance with all requirements of the

applicable conditions in this Agreement, to the satisfaction of the General Manager, Planning, Development and Building Services.

- b) The Certification Letter shall be unconditional and shall address all requirements as well as all relevant information relating to the development, including project name, lot numbers, building identification, drawing numbers, noise study report number, dates of relevant documents and in particular reference to the documents used for the building permits and site grading applications. The Certification Letter(s) shall bear the certification stamp of a Professional Engineer, licensed in the Province of Ontario, and shall be signed by said Professional Engineer, and shall be based on the following matters:
 - i. Actual site visits, inspection, testing and actual sound level readings at the receptors;
 - ii. Previously approved Detailed Noise Control Studies, Site Plan and relevant approved Certification Letters (C of A) or Noise thresholds of the City's Environmental Noise Control Guidelines; and
 - iii. Non-conditional final approval for release for occupancy.
- c) All of the information required in subsections (a) and (b) above shall be submitted to the General Manager, Planning, Development and Building Services, and shall be to his satisfaction.

17. 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 B – Increasing Roadway Traffic

“The Purchaser/Lessee for himself, his 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/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 entitled 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.”

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.”

18. **Stationary Noise Study**

The Owner acknowledge and agrees that it shall provide the General Manager, Planning Real Estate and Economic Development with confirmation issued by the professional engineer that the Owner has complied with all recommendations and provisions of the **Traffic Noise Assessment Addendum Letter, 398, 402, 406 Roosevelt Avenue, Report No. GW File No. 17-179-Addendum Letter, prepared by Gradient Wind Engineering Inc., dated April 7, 2022** and the **Stationary Noise Addendum Letter, from Gradient Wind, dated July 29th, 2024**, prior to building occupancy, which confirmation shall be to the satisfaction of the General Manager, Planning Infrastructure and Economic Development.

19. **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**, 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.

20. **Soil Management**

The Owner acknowledges and agrees to retain an environmental consultant to identify areas on the subject lands where excess soils, fill and/or construction debris will be removed. If through further testing any of these materials are found to be contaminated, the Owner acknowledges and agrees to dispose, treat or recycle these materials at a waste disposal site or landfill licensed for that purpose by the Ministry of the Environment, Conservation and Parks.

21. **Retaining Wall**

The Owner agrees to submit to the General Manager, Planning, Development and Building Services, prior to issuance of a building permit, details of the retaining walls which are greater than one metre in height, as shown on the approved **Grading**

and Drainage Plan, referenced in Schedule “E” hereto, which shall be designed and prepared by a Professional Structural Engineer, licensed in the Province of Ontario, to the satisfaction of the General Manager, Planning, Development and Building Services. The Owner shall provide confirmation to the General Manager, Planning, Development and Building Services that the Professional Structural Engineer has inspected and confirmed that the retaining wall details.

22. Retaining Wall – Stability

The Owner acknowledges and agrees to install the proposed retaining walls in accordance with the approved Retaining Wall Design for 398, 402 and 406 Roosevelt Avenue and as shown on the approved **Grading and Drainage Plan**, referenced in Schedule “E” hereto. The Owner shall provide written confirmation, satisfactory to the General Manager, Planning, Development and Building Services, that a Geotechnical Engineer/Professional Structural Engineer, licensed in the Province of Ontario, has inspected and confirmed that the retaining walls have been constructed in accordance with the said approved Retaining Wall Design for 398, 402 and 406 Roosevelt Avenue. The Owner further acknowledges and agrees to provide an Internal Compound Stability (ICS) analysis from a Geotechnical Engineer / Professional Structural Engineer, licensed in the Province of Ontario, that all retaining walls, which are greater than one metre in height have been checked for global stability, have a factor of safety of at least 1.5 for static conditions (as calculated through SLIDE) and 1.1 for seismic conditions is achieved, which shall be to the satisfaction of the General Manager, Planning, Development and Building Services. The report shall provide structural details of the retaining wall(s).

The Owner further acknowledge and agrees to retain the services of a Professional Structural Engineer and a Soils Engineer, licensed in the Province of Ontario, to inspect any retaining walls on the subject lands and confirm that the retaining walls have been constructed in accordance with the approved retaining wall details.

23. 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 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.

24. Stormwater Management Memorandum

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

25. 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 Roosevelt Avenue frontage (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 Roosevelt Avenue 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 Roosevelt Avenue 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 the frontage of the site on Roosevelt Avenue 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 frontage of the site on Roosevelt Avenue and compensate the City for the full amount of any required repairs to the City Sewer System.

26. Inlet Control Devices (ICDs)

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

27. 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, Development and Building Services, 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, 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, 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.

28. 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 **Site Servicing Plan** and **Servicing & Stormwater Management Report** 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 **Site Servicing Plan**, and **Servicing & Stormwater Management Report**, referenced in Schedule "E" herein.

29. Site Dewatering

The Owner acknowledges and agrees that while the site is under construction, any water discharged to the sanitary sewer due to dewatering shall meet the requirements of the City's Sewer Use By-law No. 2003-514, as amended.

30. Use of Explosives and Pre-Blast Survey

- a) 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, in particular, those within seventy-five (75) metres of the location where explosives are to be used. 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 (the "Notification Letter").
- b) The Owner acknowledges and agrees that the Notification Letter(s) shall be in compliance with City Standard S.P. No. F-1201 and to the satisfaction of the General Manager, Planning, Infrastructure and Economic Development. Pursuant to City Standard S.P. No. F-1201, the Owner or its agents, contractors and subcontractors shall provide written notice to all owners and tenants of any building and/or facility located within a minimum of one hundred and fifty (150) metres from the blasting location at a minimum of fifteen (15) business days prior to any blasting. The Owner further acknowledges and agrees that it shall provide a copy of the Notification

Letter(s) to the General Manager, Planning, Development and Building Services prior to any blasting activities.

31. 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);
 - ii. and 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, Infrastructure 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.

32. 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 the plant and landscaping material (excluding municipal trees), including the shrubbery and concrete connections/pads between the City sidewalk and building face, placed in the City’s right-of-way along Roosevelt 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.

33. Tree Permit

The Owner acknowledges and agrees that any trees to be removed shall be removed in accordance with an approved Tree Permit and the approved **Tree Conservation Report referenced** in Schedule “E” hereto, and in accordance with the City’s Tree Protection By-law, being By-Law No. 2020-340, as amended. The Owner further agrees that a copy of the approved Tree Permit and approved Tree Conservation Report shall be posted on the construction site at all times until Approval is granted by the City for such Works.

34. **Replacement Trees in City's Right-of-Way**

Prior to registration of this Agreement, the Owner acknowledges and agrees it shall pay the sum of \$2200 to the City as compensation for four trees located within the City's right-of-way along Roosevelt Avenue. Upon receipt of compensation, the Director of Parks, Maintenance, and Forestry Services or their designate will provide the Owner with written approval, at which time the Owner may make arrangements with a contractor to remove the trees, at the Owner's expense.

35. **Parkland Dedication**

- (a) The Owner acknowledges and agrees that the conveyance requirement to the City is **136.45 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.

36. **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. The amount reference in Schedule B shall reflect previous payments made through Site Plan Agreement, Instrument No. OC2547580 and shall be updated according to the land valuation completed in accordance with this approval. 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 15 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.

37. **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.”

October 9, 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: D07-12-24-0062

SITE LOCATION

398, 402 and 406 Roosevelt Avenue, and as shown on Document 1.

SYNOPSIS OF APPLICATION

The site is located northwest of the Roosevelt Avenue and Richmond Road intersection. The site has a total lot area of 1,365 square metres and a total frontage of 45.9 metres along Roosevelt Avenue and is currently occupied by three two-storey single-detached dwellings. The site is zoned R5B[2472] H(21), which permits a six-storey mid-rise apartment building with site-specific provisions that address setbacks and setbacks.

To the north, along Roosevelt Avenue, is a low-rise residential neighbourhood. To the east, across the street, is a two-storey funeral home with surface parking. On the south side of the site is the Richmond Road mainstreet with a variety of mixed-use buildings ranging from two to eight storeys. To the west, along Berkley Avenue, are a low- to medium- density residential buildings, which transition into a high-density residential neighbourhood further to the west.

This application amends to the previously approved Site Plan Application (D07-12-17-0171) which was for a six-storey mid-rise apartment building consisting of 29 residential units with two levels underground, with a total of 49 parking spaces. The proposal continues to be a six-storey, mid-rise apartment building, and includes minor changes to building design and form, an increase in the number of units from 29 to 61.

Residential Units and Types

Dwelling Type	Number of Units
Apartment	61

Related Applications

N/A

DECISION AND RATIONALE

This application is approved for the following reasons:

- The proposed development conforms to the Official Plan policies for an Evolving Neighbourhood within the Inner Urban Transect, which support development of residential uses in close proximity to transit, services, amenities, and employment.
- The proposed development complies with the Richmond Road/Westboro Secondary Plan, which supports development that achieves appropriate setbacks and transition of building heights.
- The height and massing of the proposed development was considered and approved through a Zoning By-law Amendment process, which was subsequently appealed to and dismissed by the Ontario Land Tribunal (OLT), formerly the Local Planning Appeal Tribunal (LPAT).
- The proposed development complies to the applicable provisions of Zoning By-law 2008-250.
- Overall, 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

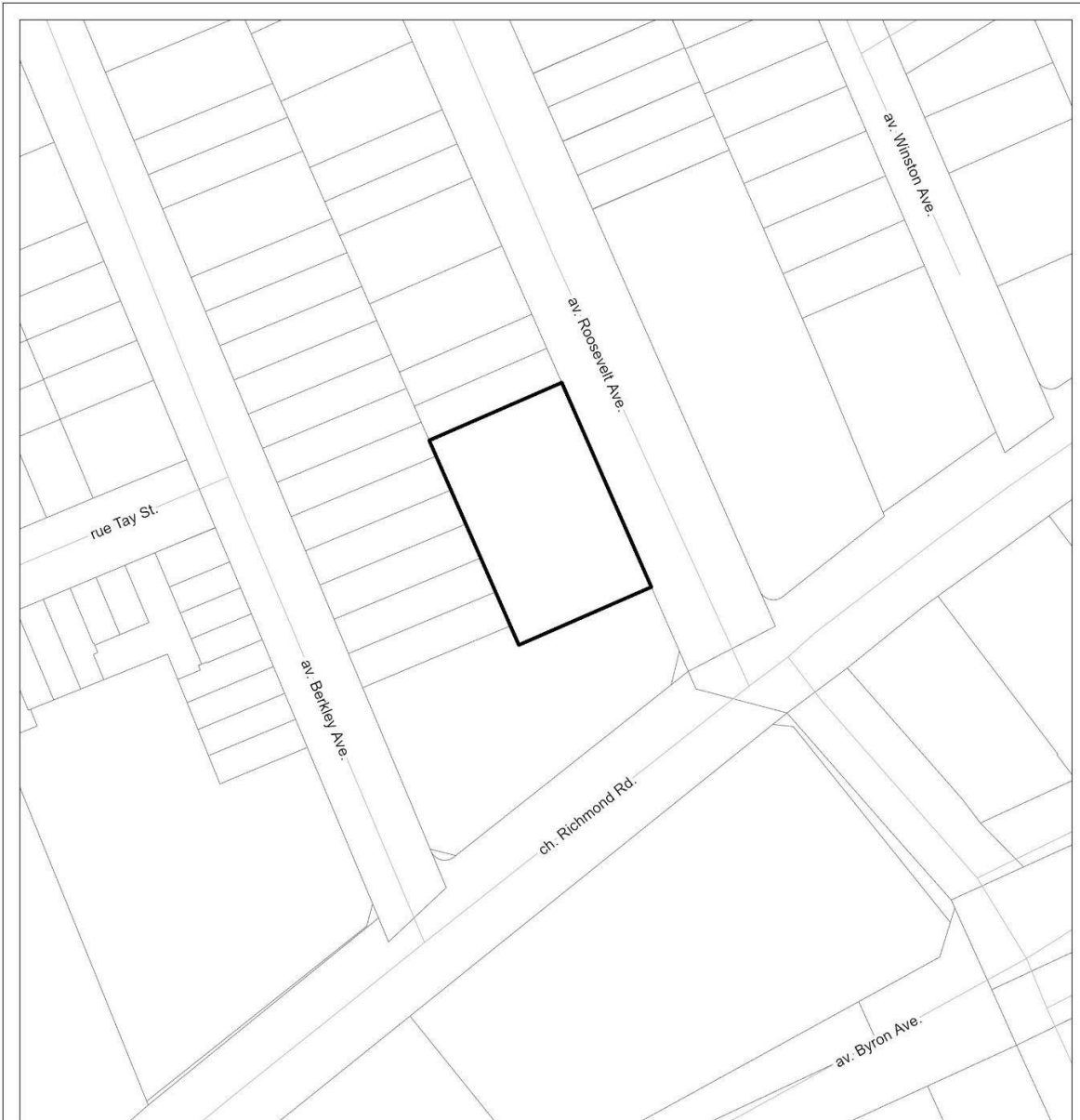
Councillor Jeff Leiper was aware of the application related to this report.

APPLICATION PROCESS TIMELINE STATUS

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

Contact: John Bernier Tel: 613-580-2424, ext. 21576 or e-mail: John.Bernier@ottawa.ca

Document 1 – Location Map



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

D07-12-24-0062

24-0918-E

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REVISION / RÉVISION - 2024 / 08 / 16



**398 av. Roosevelt Ave.
402 av. Roosevelt Ave.
406 av. Roosevelt Ave.**

