



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

Site Location: 335 and 339 Roosevelt Avenue, 344 Winston Avenue and 379 and 389 Wilmont Avenue

File No.: D07-12-25-0097

Date of Application: October 3, 2025

This SITE PLAN CONTROL application submitted by Jacob Bolduc, Fotenn Planning + Design, on behalf of Uniform Properties Limited, is APPROVED upon resolution of the conditions stated in this report

And the following plans are approved:

1. **Grading Plan**, 110098-GR, prepared by Novatech, dated June 27, 2025, revision 5 dated February 27, 2026.
2. **Existing Conditions, Site Removals, Erosion and Sediment Control Plan**, 110098-ESC, prepared by Novatech, dated June 27, 2025, revision 2 dated January 14, 2026.
3. **West Building North Elevation**, A-3.01, prepared by Hobin Architects, dated September 4, 2024, revision 3 dated December 19, 2025.
4. **West Building South Elevation**, A-3.02, prepared by Hobin Architects, dated September 4, 2024, revision 3 dated December 19, 2025.
5. **West Building East Elevation**, A-3.03, prepared by Hobin Architects, dated September 4, 2024, revision 3 dated December 19, 2025.
6. **West Building West Elevation**, A-3.04, prepared by Hobin Architects, dated September 4, 2024, revision 3 dated December 19, 2025.
7. **East Building North Elevation**, A-3.05, prepared by Hobin Architects, dated September 4, 2024, revision 3 dated December 19, 2025.
8. **East Building South Elevation**, A-3.06, prepared by Hobin Architects, dated September 4, 2024, revision 3 dated December 19, 2025.
9. **East Building East Elevation**, A-3.07, prepared by Hobin Architects, dated September 4, 2024, revision 3 dated December 19, 2025.
10. **East Building West Elevation**, A-3.08, prepared by Hobin Architects, dated September 4, 2024, revision 3 dated December 19, 2025.
11. **Exterior Bike Enclosure Elevations**, A-3.09, prepared by Hobin Architects, dated September 4, 2024, revision 2 dated December 19, 2025.
12. **Construction Phasing Plan Phase 1**, A-1.03, prepared by Hobin Architects, dated July 4, 2025, revision 2 dated 2026-04-06.

13. **Construction Phasing Plan Phase 2**, A-1.04, prepared by Hobin Architects, dated July 4, 2025, revision 2 dated 2026-04-06.
14. **Storm Drainage Area Plan**, 110098-STM, prepared by Novatech, dated June 27, 2025, revision 2 dated January 14, 2026.
15. **Landscape Plan**, 110098-L1, prepared by Novatech, dated August 4, 2020, revision 12 dated February 27, 2026.
16. **Servicing Plan**, 110098-GP, prepared by Novatech, dated June 27, 2025, revision 5 dated February 27, 2026.
17. **Site Plan Phase 1 West Building & Phase 2 East Building**, A-1.01, prepared by Hobin Architecture, dated June 4, 2025, revision 18 dated February 27, 2026.

And as detailed in the following report(s):

1. **Road Modification Approval Under Delegated Authority**, prepared by City of Ottawa, dated May 27, 2026.
2. **Geotechnical Investigation**, prepared by Patterson Group, revised July 10, 2025.
3. **Pedestrian Level Wind Study**, prepared by Gradient Wind Engineers & Scientists, dated July 22, 2024.
4. **Sprinkler Water Supply Requirements**, prepared by Novatech, dated September 17, 2025.
5. **Phase I Environmental Site Assessment**, prepared by Paterson Group, dated May 27, 2025.
6. **Phase II Environmental Site Assessment**, prepared by Paterson Group, dated May 27, 2025.
7. **Tree Conservation Report**, prepared by McKinley Environmental Solutions, dated May 23, 2025
8. **LRT Confederation Line Level 2 Proximity Study**, prepared by Paterson group, dated July 10, 2025.
9. **Site Servicing & Stormwater Management Report**, prepared by Novatech, dated June 27, 2025.
10. **Transportation Noise and Ground Vibrations Impact Study**, prepared by Gradient Wind, dated May 23, 2025
11. **Shadow Analysis**, prepared by Hobin Architecture, dated December 19, 2025.
12. **Transportation Impact Assessment**, prepared by Novatech Engineers, Planners & Landscape Architects, dated June 26, 2025, revised September 25, 2025.

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

Requirements

1. 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. Lapsing of Approval

The Owner shall enter into this Site Plan Control Agreement including all standard and special conditions, financial and otherwise, as required by the City. In the event that the Owner fails to sign this Agreement, complete the conditions to be satisfied prior to the signing of this Agreement, and have the corresponding building permit(s) issued within three (3) years of Site Plan approval, the approval shall lapse.

2. Barrier Curbs

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

3. Water Supply for Fire Fighting

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

4. Reinstatement of City Property

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

5. Construction Fencing

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

6. Construct Sidewalks

The Owner shall design and construct sidewalk(s) within public rights-of-way or on other City owned lands to provide a pedestrian connection from or to the site as may be determined by the General Manager, Planning, Development and Building Services. Such sidewalk(s) shall be constructed to City Standards.

7. Extend Internal Walkway

The Owner shall extend internal walkways beyond the limits of the subject lands to connect to existing or proposed public sidewalks, at the sole expense of the Owner, to the satisfaction of the General Manager, Planning, Development and Building Services.

8. **Completion of Works**

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

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

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

9. **Development Charges**

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

10. **Demolition Permit**

The Owner acknowledges and agrees to obtain a Demolition Permit for the dwellings/buildings currently located on the property, and to remove said dwellings/buildings. A Demolition Permit shall not be issued prior to the payment of any applicable fees and securities, and any other requirements to the satisfaction of the General Manager, Planning, Development and Building Services.

The Owner acknowledges and agrees that, in the event that there is a dwellings/buildings on the site that are being removed and if a building permit is not issued within six months from the date of demolition, landscaping shall be implemented across the entire property. The landscaping includes, but is not limited to, the removal of any asphalt, gravel, etc. (including access driveways), the installation of soft landscaping and/or other plant materials, as well as the installation of a fence along the perimeter of the property. These works shall be implemented to the satisfaction of the General Manager, Planning, Development and Building Services.

Special Conditions

11. 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 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.

12. Asphalt Overlay

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

13. Noise Control Attenuation Measures

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

- (a) each unit is to be fitted with a forced air heating system and ducting, and shall be sized to accommodate central air conditioning;
- (b) further to subsection (a) above, the location and installation of any outdoor air conditioning device(s) shall comply with the noise criteria of the Ministry of the Environment, Conservation and Parks' Publication NPC-216, dated 1993, and the Environmental Noise Guidelines for Installation of Residential Air Conditioning Devices, dated September 1994, as amended, in order to minimize the noise impacts both on and off the immediate vicinity of the subject lands;
- (c) upon completion of the development and prior to occupancy and/or final building inspection, a professional engineer, licensed in the Province of Ontario with expertise in the subject of acoustics related to land use planning, shall be retained to visit the lands, inspect the installed noise

control measures and satisfy themselves that the installed recommended interior noise control measures comply with the measures in the Transportation Noise & Ground Vibrations Impact 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. **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:

- i) The proximity of the proposed development of the lands described in Schedule "A" hereto (the "Lands") to the City's existing and future transit operations, may result in noise, vibration, electromagnetic interferences, stray current transmissions, smoke and particulate matter (collectively referred to as "Interferences") to the development; and
- ii) It has been advised by the City to apply reasonable attenuation measures with respect to the level of the Interferences on and within the Lands and the proposed development; and
- iii) The Owner acknowledges and agrees all agreements of purchase and sale and lease agreements, and all information on all plans and documents used for marketing purposes, for the whole or any part of the subject lands, shall contain the following clauses which shall also be incorporated in all transfer/deeds and leases from the Owner so that the clauses shall be covenants running with the lands for the benefit of the owner of the adjacent road:

The Transferee/Lessee for himself, his heirs, executors, administrators, successors and assigns acknowledges being advised that a public transit light-rail rapid transit system (LRT) is proposed to be located in proximity to the subject lands, and the construction, operation and maintenance of the LRT may result in environmental impacts including, but not limited to noise, vibration, electromagnetic interferences, stray current transmissions, smoke and particulate matter (collectively referred to as the Interferences) to the subject lands. The Transferee/Lessee acknowledges and agrees that despite the inclusion of noise control features within the subject

lands, Interferences may continue to be of concern, occasionally interfering with some activities of the occupants on the subject lands.

The Transferee covenants with the Transferor and the Lessee covenants with the Lessor that the above clauses verbatim shall be included in all subsequent lease agreements, agreements of purchase and sale and deeds conveying the lands described herein, which covenants shall run with the lands and are for the benefit of the owner of the adjacent road.”

Type A – Increasing Roadway Traffic

“The purchaser/lessee for themselves, their heirs, executors, administrators, successors and assigns, acknowledges being advised that noise levels due to increasing roadway / rail may be of concern, occasionally interfering with some activities of the dwelling occupants as the outdoor sound level exceeds the City of Ottawa’s and the Ministry of the Environment, Conservation and Parks’ noise criteria.”

Type C – Forced Air Heating System and Ducting

“The purchaser/lessee for themselves, their heirs, executors, administrators, successors and assigns, acknowledges being advised that this dwelling unit has been fitted with a forced air heating system and the ducting, etc. was sized to accommodate central air conditioning. Installation of central air conditioning by the purchaser/lessee will allow windows and exterior doors to remain closed, thereby ensuring that the indoor sound levels are within the City of Ottawa’s and the Ministry of the Environment, Conservation and Parks’ noise criteria.”

“The purchaser/lessee for themselves, their heirs, executors, administrators, successors and assigns, acknowledges and agrees it shall identify the location and install any outdoor air conditioning device(s) so as to comply with the noise criteria of the Ministry of the Environment, Conservation and Parks’ Publication NPC-216, dated 1993, and the Environmental Noise Guidelines for Installation of Residential Air Conditioning Devices, dated September 1994, as amended, in order to minimize the noise impacts both on and off the immediate vicinity of the subject lands.”

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.”

15. **Geotechnical Investigation**

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

Development and Building Services with confirmation issued by the geotechnical engineer that the Owner has complied with all recommendations and provisions of the Report, prior to construction of the foundation and at the completion of the Works, which confirmation shall be to the satisfaction of the General Manager, Planning, Development and Building Services.

16. **Geotechnical – Encroachments**

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

17. **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. 2025-94, as amended.

18. **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 this site on Roosevelt Avenue and Wilmont Avenue frontages (the "City Sewer System") and the impact of the existing City Sewer System on the building's footing and foundation walls;
- (ii) obtain a legal survey acceptable to the General Manager, Planning, Development and Building Services and the City's Surveyor, showing the existing City Sewer System within Roosevelt Avenue and Wilmont 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 and Wilmont Avenue, fronting this 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, 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 Roosevelt Avenue and Wilmont Avenue, fronting this 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 Roosevelt Avenue and Wilmont Avenue and compensate the City for the full amount of any required repairs to the City Sewer System.

19. High Pressure Transmission Main

Prior to any Works being commenced on site and in order to ensure the integrity of the high-pressure transmission main located along the south boundary of the site that carries a significant portion of the entire water supply for the City of Ottawa, the Owner acknowledges and agrees to:

- (a) to develop a site-specific Settlement and Vibration Monitoring Program (the "Program"), which said Program will be stamped by a Professional Engineer, licensed in the Province of Ontario and submitted to the General Manager, Planning, Development & Building Services Department for review and approval prior to the inclusion of the Plan in the contract documents.
- (b) that should monitor levels of vibration and underground soil movement exceed the maximum limits outlined in the Program, the Owner agrees to cease all construction activities immediately and implement, at its sole expense, the necessary correction measures. The Owner further agrees to report to the City immediately and resubmit a revised work plan to the satisfaction of the General Manager, Planning, Development and Building Services Department.
- (c) that in the event that the levels of vibration momentarily exceed the maximum limits outlined in the Program, and if the Owner's on-site consultant is of the professional opinion that no danger exists, the Owner may continue to proceed with the work by a different means, consistent with the Program, which does not further cause the levels of vibration/settlement to exceed the maximum limits outlined in the Program. Prior to proceeding with the Work, the level of exceedance of vibration and/or settlement shall be reported to the Construction Services Branch of the City.
- (d) that in the event emergency repairs of the transmission main are required, the Owner shall reimburse the City for the cost of such repairs to the satisfaction of the General Manager, Planning, Development and Building Services Department.

- (e) that the City reserves the right to issue a stop work order for the construction in the event of any incident which would adversely affect the City's requirement to provide safe drinking water. This may include but is not limited to, a leak or failure of the high-pressure transmission main and/or a failure at one of the water purification plants. Where the stop work order is for a period of 24 hours or less, the City is not responsible for any delay claim billed by the Owner. No inference of liability is to be taken from these conditions for any period longer than 24 hours.
- (f) to prepare a contingency plan for the construction work related all excavation activities. The contingency plan will document who will be monitoring on-site instrumentation during the construction Work
- (h) that the Owner or its Contractor shall provide the City, prior to the execution of this Agreement, and shall keep in force during the term of the construction Work with a certificate of liability insurance in the form acceptable to the City, evidencing its insurance coverage. Such policy shall name the City of Ottawa as an additional insured thereunder. The limits of the policy shall be in the amount of \$25,000,000 and shall be kept in full force and effect for the term of the construction work.

20. **Stormwater Management Memorandum**

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

21. **Stormwater Works Certification**

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

22. **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.

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

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

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

24. **Use of Explosives and Pre-Blast Survey**

The Owner acknowledges and agrees that all blasting activities will conform to the City's Standard S.P. No. F-1201 entitled Use of Explosives, as amended. Prior to any blasting activities, a pre-blast survey shall be prepared as per S.P. No. F-1201, at the Owner's expense, for all buildings, utilities, structures, water wells and facilities likely to be affected by the blast based on the location where explosives are to be used. In particular, a pre-blast survey shall be completed in accordance with Table 1 of S.P. No. F-1201. The standard inspection procedure shall include the provision of an explanatory letter to the owner or occupant and owner with a formal request for permission to carry out an inspection.

25. **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.

26. **Service Easement**

Prior to the registration of this Agreement, the Owner acknowledges and agrees to convey to the City, at no cost to the City, a unencumbered easement on 335 Roosevelt, measuring 4.5m from the centre of the closest of the local sewers north of the site (1500 mm diameter Collector Trunk Sanitary Sewer or 1220 mm diameter High Transmission Watermain). The exact widening must be determined by legal survey. The Owner shall provide a reference plan for registration, indicating the servicing easement, 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 registration of the easement. All costs shall be borne by the Owner.

27. **Off-Site Contamination Management Agreement**

The Owner acknowledges and agrees that where contamination emanating from the site and impacting the City's rights-of-way is discovered during the course of the Works, the Owner shall notify the Manager, Realty Services immediately in writing and agrees to enter into an Off-Site Management Agreement with the City to address the contamination in the rights-of-way. The Owner shall be responsible for all associated costs with the Off-Site Management Agreement, which agreement shall be to the satisfaction of the General Manager, Planning, Development and Building Services.

28. **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.

Where available information reveals that contamination may extend into a City right-of-way and submission of an RSC is not possible, a building permit may be issued, at the sole discretion of the Chief Building Official, on a phased basis:

- (a) where the Owner has executed an off-site management agreement with the City to remediate the right-of-way and the site or;
- (b) where the Owner has completed remediation an environmental investigation Work on the right-of-way that confirms there is no contaminants migrating from the site, to the satisfaction of the General Manager, Planning, Development and Building Services.

29. Phase Two Environmental Site Assessment (ESA)

The Owner acknowledges and agrees to submit a final phase two ESA with a site remediation report appended as per the requirements of *O. Reg. 153/04* upon completion of the remedial activities to the satisfaction of General Manager, Planning, Real Estate and Economic Development. Conveyance of the parkland parcel to the City of Ottawa will be subject to such satisfactory review as well as the successful filing of an RSC for the development property, including the parkland parcel, as per Condition #28 (RSC filing condition).

30. Transportation Impact Assessment

The Owner has undertaken a Transportation Impact Assessment for this site, which 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, Real Estate and Economic Development.

31. Road 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.

32. **Private Access Detail**

The Owner agrees that all private access, including temporary construction access to the subject lands, shall be designed and located in accordance with and shall comply with the City's Access By-law (2026-139), as amended, and shall be subject to approval of the General Manager, Planning, Development and Building Services.

33. **Installation of Signs on Private Property**

The Owner acknowledges and agrees it shall obtain approval from the Chief Building Official, Building Code Services prior to installation of any signs on the subject lands. The Owner further acknowledges and agrees that any such signs shall be installed in a location to the satisfaction of the Chief Building Official, Building Code Services and the General Manager, Planning, Infrastructure and Economic Development Department, and in accordance with the City's Permanent Signs on Private Property By-law No. 2005-439, as amended.

34. **Multi Use Pathway**

The Owner agrees that the Owner is responsible for all costs associated with the design and construction of the realignment of the multi-use-pathway along the Transit Corridor. The Owner agrees to provide securities to the city for all costs associated prior to the registration of the Site Plan Agreement. The Owner further acknowledges and agrees that the multi-use-pathway shall be completed prior to occupancy.

35. **Maintenance and Liability Agreement**

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 Roosevelt Avenue, Winston Avenue, Wilmont Avenue and the Transitway rights-of-way, as shown on the approved Landscape Plan referenced in Schedule "E" herein, including all plant and landscaping material (except municipal trees), decorative paving, and bollards. 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.

36. **Transportation Demand Measures**

Prior to the issuance of an Occupancy Permit, the Owner acknowledges and agrees that it shall implement the following Transportation Demand Measures identified within the approved TDM Measures Checklist referenced in Schedule "E" herein, which shall be to the satisfaction of the General Manager, Planning, Development and Building Services Department.

37. Reinstatement of City Signage

The Owner shall, prior to the execution of the Site Plan Agreement, provide the General Manager of the Planning, Development, and Building Services Department with a detailed drawing identifying the type, location, and condition of existing signage, pay & display machines, speed display boards, parking requirements, supporting concrete pads, loading zones, and roadway pavement markings located within the City's right-of-way along the site frontage and/or any approved staging area.

The Owner shall be solely responsible, at its own expense, for the reinstatement of any City-owned property, including but not limited to signage, pay & display machines, speed display boards, and other related infrastructure, which are damaged, displaced, or removed as a result of the development activities. Such reinstatement shall be to the satisfaction of the City and in accordance with the approved plan.

38. Waste Collection

The Owner acknowledges and agrees that residential cart (and/or container) garbage 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/organic waste storage room or area suitable for garbage/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.

39. Pedestrian Easement

Prior to the registration of this Agreement, the Owner shall grant to the City, at no cost to the City, an unencumbered approximately 43 metre by 2.5 metre surface public access easement to connect Winston Avenue to the pedestrian pathway along the Transit Corridor, as shown on the approved Site Plan referenced in Schedule "E" hereto, if applicable, to the satisfaction of the City. The Owner shall provide a Reference Plan for registration, indicating the pedestrian easement, 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 registration of the easement. All costs shall be borne by the Owner.

40. Community Benefits Charge

The Owner acknowledges that the development is subject to payment of a Community Benefits Charge if the above grade building permit is not issued prior to August 31, 2027, in accordance with the Community Benefits Charge By-law 2022-307 (as amended from time to time) and the Planning Act.

41. Parkland Dedication

- a) The Owner acknowledges and agree that the required parkland conveyance to the City is to be 711 square metres.
- b) The Owner covenants and agrees that the park 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 land conveyance (residential > 18 units/net ha):
 - i. one hectare per 600 net residential units but shall not exceed a maximum of 10% of the gross land area where less than or equal to five hectares.

42. Conveyance of Parkland

The Owner shall convey unencumbered title to parkland to the City, at no cost to the City, being Part(s) [insert Part(s) Numbers(s) on 4R-Insert Plan Number] (herein referred to as "Park Land"), in accordance with the Planning Act, RSO 1900, c. P.13, and the City Parkland Dedication By-law, being By-law 2022-280, as amended, and the Owner acknowledges and agrees the said Park Land is accepted as delayed conveyance to the City contingent on the following:

1. The full amount of securities held by the City under this agreement shall not be eligible for any reductions or release until the said Park Land is conveyed to the City;
2. The Owner further acknowledges and agrees that Phase 1 (West Building) and Phase 2 (East Building), and the Park Land shall be submitted as one full depth generic Record of Site Condition application to the Ministry. Alternatively, the Phase 2 (East Building) and Park Land parcel can be filed to the Ministry independently from Phase 1 (West Building);
3. The said Park Land will be conveyed to the City within 60 (sixty) days of the Park Land parcel receiving a completed full depth generic Record of Site Condition from the Ministry of the Environment, Conservation and Parks ("the Ministry");
4. The Owner agrees that in the event that a full building permit for Phase 2 (East Building) is not issued before December 31, 2032, the Park Land will be immediately conveyed to the City in a form satisfactory to the General Manager, Planning, Development and Building Services. In the event, that the Park Land is not fully remediated and Base Improvements not completed

to the satisfaction of the City at the time of transfer, the Owner acknowledges and agrees that the City has the authority to utilize any amount of the Securities held through this agreement to remediate the Park Land and complete the Base Improvements to its satisfaction. The Owner further acknowledges and agrees that the City shall not release any Securities taken through this agreement until the Park Land had been conveyed to the City to the satisfaction of the General Manager, Planning, Development and Building Services.

Conveyance of the Park Land, in accordance with the RSC, Ministry requirements above, does not exonerate the Owner from completing the Base Park Improvements requirements for the Park Land.

43. Dedicated Parkland Requirements

- (a) The Owner shall be responsible for the construction and installation of the base park improvements for the Park Land (the 'Base Park Improvements') at their sole expense.
- (b) The Base Park Improvements will include the following:
 - (i) demolition, removal and disposal of all existing materials, structures and foundations;
 - (ii) grading (including cut and/or fill) where necessary to bring the Park Land to site plan grades and to provide positive surface drainage, in accordance with the approved Grading Plan and Landscape Plan;
 - (ii) Imported fill material(s) to satisfy the full depth impacted soil remediation to meet the RSC generic site condition standards shall be in accordance with City Standards for Park Fill and rough grading .
 - (iii) topsoil supply and placement, minimum of 150 mm;
 - (iv) seed and/or sod #1 nursery grade or equivalent value;
 - (v) fencing to City standard, as required;
 - (vi) street trees along Wilmont Ave. public road allowance, and in accordance with the approved Landscape Plan;
 - (vii) all necessary drainage systems including connections to municipal services, as required.
 - (viii) Unless otherwise specified, the Owner shall provide the following services and utilities to the Park Land:
 - i. A 300mm diameter storm sewer and catch basin/manhole at 2m inside the park property line;
 - ii. A 50mm diameter water line complete with water vault chamber at 2m inside the park property line as per city standard details for park development;
 - iii. A 120/240 volt, 200 ampere single phase hydro service at 2m inside the park property line complete with electrical kiosk for park services as per city standard details. The Owner is responsible for making all arrangements and coordinating the connection of the new hydro service, including costs and inspections, with the respective electrical agencies.

All services and utility installations shall be coordinated with the City's Parks and Facilities Planning group.

All work shall be completed in accordance with the approved Plans and Reports referenced in Schedule "E" herein and to the satisfaction of the General Manager, Planning, Development and Building Services and the General Manager, Recreation, Cultural and Facility Services.

- (c) The Owner acknowledges and agrees that no stormwater management facilities, overland flow routes, and/or encumbrances of any kind, such as, but not limited to, retaining walls, utility lines, agreements and/or easements of any kind shall be located on, under, or above dedicated Park Land, save and except any servicing or utilities lines required by the City. Any and all encumbrances shall be removed and/or released from the Park Land, prior to the conveyance of the said lands to the City. Any services or utilities presently located within the Park Land, must be relocated at the Owner's sole expense.
- (d) The City acknowledges and agrees that the Owner may use the future Park Land for the stockpiling of materials or staging, as needed, as shown on the approved Construction Phasing Plan Phase 1 and Construction Phasing Plan Phase 2. In the event that the Owner chooses to use the Park Land for stockpiling or staging, once this use of the Park Land is completed, all materials will be removed and a geotechnical report prepared by a geotechnical engineer or geoscientist, licensed in the Province of Ontario, be submitted. The geotechnical report shall confirm that the subgrade is suitable for its intended use and that no contaminants have been deposited on the Park Land. The geotechnical report must indicate the level of soil compaction on the site and conform to City Standards, to the satisfaction of the General Manager, Planning, Development and Building Services.

The Owner agrees that any remediation required to the Park Land as result of the Owners use of the Park Land will be at the Owner's expense and will be in addition to the Base Improvements required and such remediation work shall be completed to the satisfaction of the General Manager, Planning, Development and Building Services.

- (e) Notwithstanding the transfer of the Park Land, the Owner acknowledges and agrees that the Owner will retain all liability for the transferred Park Land, until Final Acceptance of the Base Park Improvements, and that said transfer will in no way exonerate the Owner from its responsibility pursuant to the terms of the Site Plan Agreement. The Owner, on behalf of himself, his heirs, executors, administrators and assigns, including his successors in title, covenants and agrees to indemnify and save harmless the City from all actions, causes of actions, suits, claims or demands whatsoever which arise directly from the interim use by the Owner of the Park Land.
- (f) The Owner acknowledges and agrees that it is the responsibility of the Owner to rough grade the park where necessary to meet Site Plan grades

and provide for positive surface drainage across the Park Land, as per the approved Grading and Landscape Plan(s), referenced in Schedule "E" hereto. If fill is required, it shall be comprised of clean earth borrow, compacted and leveled within the Park Land accordingly as per the City Standards for Park Fill and Rough Grading (Section 31 23 33 01 & Section 31 22 13), as amended. All at the expense of the Owner.

- (g) Any fill imported to the Park Land must be conducted in accordance with the excess soils regulations (O.Reg. 406/19), as amended. Documentation of the source and quality of the fill to be imported must be approved by a Qualified Person, as defined by Ontario Regulation 153/04, as amended. Soils must be tested to the minimum parameter list as specified in the excess soils regulations. Importation of soils with no chemical testing will not be permitted. Additional testing may be required by the Qualified Person as defined in the regulation.
- (h) The Owner acknowledges and agrees to undertake a geotechnical and soils analysis of the Park Land to determine its composition and drainage characteristics to a minimum 2 metre depth. The Owner shall clearly demonstrate to the satisfaction of the General Manager, Planning, Development and Building Services and the General Manager, Recreation, Cultural and Facility Services that the soils in the Park Land are capable of supporting the development of park facilities such as, but not limited to, pathways, children's playgrounds, concrete splash pad construction, park shelters, and large species vegetation growth.
- (i) Copies of all records related to all soils imported to the Park Land must be provided to the City. All works and fill materials are to be approved by the General Manager, Planning, Development and Building Services and the General Manager, Recreation, Cultural and Facility Services prior to being placed on site.

All work shall proceed in accordance with the applicable regulations and according to the current (at time of work) approved City details and specifications.

- (j) The Owner shall submit a cost estimate, any necessary plans for the Base Park Improvements and shall submit, as set out in Schedule "B" herein, securities in the amount of 100% of the estimated cost of all Base Park Improvements, all to the satisfaction of the General Manager, Recreation, Cultural and Facility Services. A park review and inspection fee will further be collected and is based on 4% (+HST) of the total value of the Base Park Improvements cost. The Owner acknowledges and agrees that no credit shall be given towards the Parks and Recreation component of the Development Charges for costs associated with Base Park Improvements.
- (k) The construction of the Base Park Improvements to the Park Land shall be completed prior to any occupancy permit issuance for any part of the Phase 2 subject lands, to the satisfaction of the General Manager, Recreation, Cultural and Facility Services. Unforeseen delays (e.g. weather) resulting in

the late completion of the construction of the Base Park Improvements to the Park Land may be taken into consideration and the date for completion may be extended, at the sole discretion of the General Manager, Recreation, Cultural and Facility Services.

- (l) Should the Owner carry out any of the Base Park Improvements on the Park Lands following conveyance of the Park Land to the City, the Owner shall obtain, at the Owner's expense, as required, a License of Occupation (LOO) or a Consent to Enter (CTE) from the City's Corporate Real Estate Office. The LOO or CTE will outline in detail the insurance requirements, extent of area permitted, permitted use, and duration to the satisfaction of the General Manager, Recreation, Cultural and Facility Services. The Owner will indemnify the City against any claim during any interim use of or work carried out by the applicant on the park, to the satisfaction of the General Manager, Recreation, Cultural and Facility Services.

- (m) For the Park Lands, the Owner shall submit to the General Manager, Planning, Real Estate and Economic Development and the Director, Buildings Code Services, a Record of Site Condition (RSC) completed in accordance with the O.Reg. 153/04 and acknowledged by the Ministry of Environment, Conservation and Parks. The RSC shall confirm that all of the Lands are suitable for the proposed use, including the park, in accordance with O.Reg. 153/04. The Owner acknowledges and agrees the City may issue a building permit on a phased basis to allow for site investigation and remediation activities and if permitted by O.Reg. 153/04.

44. Notice on Title – Parkland

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 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.”

Special Conditions – Transportation and O-Train Corridor

45. Additional Plans and Reports

The Owner acknowledges and agrees that the following documents must be provided for review and approval thirty (30) days prior to the commencing of any site works and/or building permits being issued, including conditional permits, to the satisfaction of the General Manager, Transit Services Department or their designate:

- (a) Dewatering and Discharge plans
- (b) Blast Assessment Report (BAR) if blasting is proposed
- (c) Field monitoring and action plans

The Owner acknowledges and agrees it shall pay all costs associated with the City's review of the plans and/or reports listed above.

46. Use of Rock Anchors / Tie-Backs

The Owner acknowledges and agrees that the use of rock anchors / tiebacks in proximity to or within the City's Ottawa Light Rail Transit (OLRT) right-of-way (ROW) corridor is discouraged. However, should rock anchors / tiebacks be deemed necessary to accommodate the construction of the proposed development, the City may consider their use within the ROW subject to the review and approval of installation plans. If approved, the Owner further acknowledges and agrees to enter into a separate agreement with the City and the City's designated maintenance rail provider or Stage 2 OLRT project company, pertaining to the construction details for the proposed rock anchors / tieback installation, prior to commencement of such installation. The Owner shall be responsible for all costs associated with the preparation and processing of such agreement and the associated review of the installation plans.

The Owner acknowledges and agrees it shall be responsible for any additional costs incurred by the Stage 2 OLRT Project Company during construction of the OLRT project due to the installation of rock anchors / tiebacks and/or sheet piling within the railway corridor.

47. Proximity Study Review Cost Recovery

Prior to registration of this agreement, the Owner acknowledges and agrees that it shall pay all costs associated with the Proximity Study review undertaken by the City's Transit Services Department. The Owner further agrees to pay any additional costs incurred by the City's Transit Services Department associated with any further reviews of plans and/or reports associated with the Proximity Study Requirements or to satisfy any O-Train condition(s) included herein.

48. Requirement for Flag-person / Corridor Access

The Owner acknowledges and agrees no access is allowed to the O-Train right-of-way abutting the subject lands without a flag-person present or other City approved safety controls on the subject lands and/or the said right-of-way. The Owner further acknowledges and agrees that should the Owner, its representatives or contractors require access to the O-Train right-of-way, they shall work with the General Manager, Transit Services Department or their designate, to sign and submit required safety documentation, provide a Certificate of Insurance naming the "City of Ottawa, Capital Railway (applicable to O-Train Line 2 only), and Rail Term Inc." and the City's designated rail maintenance service provider as additional insureds to satisfy the liability requirements, and provide a current Workplace Safety and Insurance Board form to the General Manager, Transit Services Department or their designate. All flagging duties are to be carried out by the City's designated rail maintenance service provider and all flagging costs are the sole responsibility of the Owner. Requests for flagging must be sent by e-mail to the General Manager, Transit Services Department or their designate.

49. Notice on Title – Light Rail Transit

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, and shall be included as information on all plans and documents used for marketing purposes, 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 and lease agreements, and all information on all plans and documents used for marketing purposes, shall contain the following clauses which shall be covenants running with the subject lands for the benefit of the owner of the adjacent public transit light rail system and related bus infrastructure:

"The purchaser/lessee, for themselves, their heirs, executors, administrators, successors and assigns, acknowledges being advised that a public transit light rail system (hereinafter referred to as the "LRT system") and related bus infrastructure are proposed to be located in proximity to the subject lands. The LRT system may be located in a tunnel adjacent to or under the subject lands, and the construction, operation and maintenance of the LRT system and related bus infrastructure may result in environmental impacts to the subject lands including, but not limited to, noise, including LRT system operational noise emanating from tunnel ventilation shafts and tunnel ventilation equipment noise for routine testing, vibrations, electromagnetic interferences, stray current transmissions, vehicle emissions, smoke and particulate matter (collectively referred to as the "Interferences"). The purchaser/lessee acknowledges and agrees that despite the inclusion of noise control features within the subject lands, Interferences may continue to be of concern, occasionally interfering with some activities of the occupants on the

subject lands. Notwithstanding the above, the purchaser/lessee acknowledges and agrees to release and save harmless the City of Ottawa and OC Transpo from all suits, proceedings, claims, losses, judgments, damages (direct, indirect, consequential or otherwise), causes of actions, executions, liabilities, fees, and expenses including, without limitation, any professional, consultant and legal fees in connection with claims, loss of life, personal injury, damage to property, structural damage or any other loss or injury whatsoever arising from any Interferences experienced in the development from the construction, use, operation or maintenance of the LRT system and related bus infrastructure, in perpetuity.”

“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 covenants shall run with the said lands and are for the benefit of the owner of the adjacent LRT system and related bus infrastructure.”

50. Crane Swing Agreement

The Owner acknowledges and agrees that it may be required to enter into an Encroachment Agreement often referred to as a Crane Swing Agreement prior to the operation of any cranes or other mobile construction equipment on the subject lands and/or adjacent lands that have the potential to breach the aerial rights or rail corridor envelope more generally, to the satisfaction of the General Manager, Transit Services Department or their designate and the General Manager, Planning, Development and Building Services.

The Owner acknowledges and agrees it shall be responsible for all costs associated with the preparation and registration of a Crane Swing Agreement. No crane shall be assembled on site or mobile construction equipment mobilized to site until the Owner has entered into a Crane Swing Agreement with the City, which agreement shall be registered on title to the subject lands.

Prior to execution of the Crane Swing Agreement by the City, the Owner shall provide to the General Manager, Transit Services Department or their designate, plans identifying the location and description of the type of crane(s) and other mobile construction equipment that will be on site, including all existing cranes on the lands, to determine if the mast or the arms of any crane(s) or other equipment would be entering the air rights of the rail corridor or adjacent bus loops at light rail transit stations.

The Owner acknowledges and agrees that if any equipment does enter the aerial rights of the rail corridor without a signed Crane Swing Agreement, such action will be in violation of Section 26.1 of the Railway Safety Act, R.S.C., 1985, c.32 (4th Supp.), as amended, and the Owner shall immediately cease use of the equipment.

51. Construction Scheduling and Coordination & Site Access

- a) The Owner acknowledges and agrees that if the construction of the development is planned to occur during the same time-period as the Stage 2 OLRT construction, and/or associated works, that the works should be coordinated during construction so as not to present a significant delay, if any, to both parties. Accordingly, it is acknowledged that the Owner may encounter potential restrictions and delays associated with the development of the lands, which will be reasonably mitigated through coordination of construction activities, as required.

- b) The Owner acknowledges and agrees that disruptions of access to the site may occur during the construction of the OLRT project and/or associated works.

June 11, 2026

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: D07-12-25-0097

SITE LOCATION

335 and 339 Roosevelt Avenue, 344 Winston Avenue and 379 and 389 Wilmont Avenue, and as shown on Document 1.

SYNOPSIS OF APPLICATION

- The site is located at the northern end of Winston Avenue and has frontages on multiple public right-of ways including Roosevelt Avenue on its western edge and Wilmont Avenue and Winston Avenue on its southern edge. To the north of the site lies the Transitway, which is scheduled to be transformed into an extension of the Stage 2 West Confederation O-Train Line. The future Kichi Zibi O-Train station lies 200 metres to the west of the site. A multi-use path also runs to the north of the site.
- The site is irregularly shaped and is approximately 77,000 square metres in size. The site previously contained industrial buildings, but it is now vacant.
- The proposed development includes two towers, with the building to the east measuring 13 storeys and the building to the west measuring 14 storeys. Nearly 2,000 square metres of communal amenity spaces are available between the two buildings. 10% of the area of the site will be dedicated to the City of Ottawa for public parkland.
- Underground parking is proposed, with exterior garage ramps located in the south-east and south-west corners of the site. The parking garage will hold 250 spaces for residents and 29 spaces for visitors. Waste storage will be located underground, and waste staging for pickup will be located adjacent to the parking ramps. No snow will be stored on site.
- The buildings will have extensive step downs to provide a gradual transition in height and massing. The building will have a stone-clad three-storey podium to retain a pedestrian scale. The building will also be clad in metal siding and a brick veneer. Balconies for some units will be provided, and their balconies will be made of glass. A water feature will be present adjacent to the eastern building.
- A pedestrian public easement will extend from the end of Winston Avenue to connect to the multi-use path north of the site. Two roadway modifications are proposed: a woonerf that extends from the northern end of Winston Avenue and a vehicular turnaround point that extends from the end of Roosevelt Avenue.

Residential Units and Types

Dwelling Type	Number of Units
Apartment	312

Related Applications

The following applications are related to this proposed development:

D01-01-20-0013 – Official Plan Amendment

D02-02-20-0071 – Zoning By-law Amendment

DECISION AND RATIONALE

This application is approved for the following reasons:

- The subject site is located within the Inner Urban Transect in the City of Ottawa's Official Plan. This transect plans for mid-to high-density development, subject to proximity and access to frequent street transit or rapid transit. The site is designated neighborhood and is subject to the evolving overlay. These designations permit context-sensitive development, including a gradual transformation to higher densities and increased building height. The Official Plan Amendment to permit the proposed building heights was granted on November 13, 2024 (D01-01-24-0018).
- The site is located within Planning Area Sector 5: the Scott Street / Westboro O-train Station Area within the Richmond Road / Westboro Secondary Plan. This sector encourages the development of transit-supportive uses in a higher and more compact form. This secondary plan further supports high-rise development on larger lots where compatibility and transition can be achieved to adjacent low-rise neighbourhoods. The proposed development meets both of these criteria.
- The proposed development is in conformity with the Zoning By-Law. The site is currently zoned R5B[2772] S454 (Residential Fifth Density, Subzone B, Exception 2772, Schedule 454) and the current site meets the performance standards and intent of this zoning. This zoning was granted on November 13, 2024 (D02-02-24-0043).
- The proposed height of over 12-storeys makes the site subject to the Urban Design Guidelines for High-Rise Buildings, as well as the general Urban Design Guidelines. The current layout and massing meet these guidelines and represents good site and building design.
- A Road Modification condition will facilitate a public road extension that is proposed at the north end of Roosevelt Avenue to form a cul-de-sac. This condition will also realign the planned east-west Multi-Use Pathway (MUP) running along the transitway, and to realign and extend the east sidewalk and

cyclist transition on Roosevelt Avenue to connect to the MUP running along the transitway.

- The parkland conveyance will be delayed until the park land parcel satisfies the Record of Site Condition requirements.
- A pedestrian easement condition will facilitate connections between Winston Avenue and the realigned multi-use path to the north of the site.
- A servicing easement condition will facilitate the protection of the existing Trunk Sewer and High Transmission Watermain along the Transit Corridor, which is located to the north of the site.
- The proposed site design represents good planning by integrating new transit-oriented development that supports pedestrians, cyclists and transit users. This meets two of City Council's strategic priorities for a green and resilient city and a city with reliable, safe and accessible mobility options.

PARKLAND DEDICATION

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

URBAN DESIGN REVIEW PANEL

The Site Plan Control application was not subject to the Urban Design Review Panel process as it is not within a Design Priority Area.

ROAD MODIFICATIONS

There are road modifications associated with this site plan control application, as detailed in the attached Road Modifications Report.

CONSULTATION DETAILS

Councillor's Comments

Councillor Jeff Leiper is 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

Summary of Comments – Advisory Committees

N/A





APPLICATION PROCESS TIMELINE STATUS

This Site Plan application was not processed by the On Time Decision Date due to timing for resubmissions to respond to staff and public comments.

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

Document 1 – Location Map



		LOCATION MAP / PLAN DE LOCALISATION SITE PLAN / PLAN D'EMPLACEMENT	
D07-12-25-0097	25-1314-G		
I:\CO\2025\Site\ Roosevelt_335_339_Winston_344_Wilmont_379_389		 335, 339 avenue Roosevelt Avenue, 344 avenue Winston Avenue, 379, 389 avenue Wilmont Avenue	
<small>©Parcel data is owned by Toranet Enterprises Inc. and its suppliers All rights reserved. May not be produced without permission. THIS IS NOT A PLAN OF SURVEY</small>		 Lands to be conveyed as park land	
<small>©Les données de parcelles appartiennent à Toranet Enterprises Inc. et à ses fournisseurs. Tous droits réservés. Ne peut être reproduit sans autorisation. CE CI N'EST PAS UN PLAN D'ARPENTAGE</small>			
REVISION / RÉVISION - 2025 / 10 / 03		 <small>NOT TO SCALE</small>	