



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

Site Location: 265 Catherine Street

File No.: D07-12-23-0067

Date of Application: May 29, 2023

This SITE PLAN CONTROL application submitted by John Moser, GBA Group, on behalf of 1271610 Canada Inc (Brigil), is APPROVED upon resolution of the conditions stated in this report

And the following plans are approved:

1. **Site Plan – Phase 1 and 2**, A102a, prepared by BDP. Quadrangle, dated 2023-05-15, revision 8 dated 2025-11-10.
2. **South Elevations**, A401.S, prepared by BDP. Quadrangle, dated 2023-05-15, revision 4 dated 2025-05-16.
3. **Building B Elevations**, A402.S, prepared by BDP. Quadrangle, dated 2023-05-15, revision 4 dated 2025-05-16..
4. **Building B Elevations 2**, A403.S, prepared by BDP. Quadrangle, dated 2023-05-15, revision 4 dated 2025-05-16..
5. **Building A Elevations**, A404.S, prepared by BDP. Quadrangle, dated 2023-05-15, revision 4 dated 2025-05-16..
6. **North Elevations**, A405.S, prepared by BDP. Quadrangle, dated 2023-05-15, revision 4 dated 2025-05-16..
7. **North Elevation – No Townhouses**, A406.S, prepared by BDP. Quadrangle, dated 2023-05-15, 4 dated 2025-05-16..
8. **Canopy Planting Plan Ground Floor**, L02, prepared by NAK Design Strategies, dated 23-05-15, revision 4 dated 24-09-10.
9. **Shrub & Perennial Planting Plan Ground Floor**, L03, prepared by NAK Design Strategies, dated 23-05-15, revision 4 dated 24-09-10.
10. **Details** (surface details), L05, prepared by NAK Design Strategies, dated 23-05-15, revision 4 dated 24-09-10.
11. **Details** (tree planting details), L05, prepared by NAK Design Strategies, dated 23-05-15, revision 4 dated 24-09-10.

And as detailed in the following report(s):

1. **Phase One Environmental Site Assessment**, prepared by Lopers & Associates, dated September 8, 2021.
2. **Phase Two Environmental Site Assessment**, 506 Kent Street, prepared by Lopers & Associates, dated September 29, 2025.
3. **Phase Two Environmental Site Assessment**, 265 Catherine Street, prepared by Lopers & Associates, dated September 20, 2021.
4. **Pedestrian Level Wind Study**, Project 23-055-PLW-2024, prepared by Gradient Wind, dated March 18, 2024.
5. **Roadway Traffic Noise Assessment**, Report 23-055- Traffic Noise, prepared by Gradient Wind, dated March 7, 2024.
6. **Geotechnical Investigation**, Report PG5933-1, prepared by Paterson Group, Revision 7 dated September 29, 2025.
7. **Transportation Impact Assessment (TIA) Report**, Project 478038-01000, revision 5, prepared by Parsons, dated October 1, 2025.
8. **RMA-2024-TPD-043**, 265 Catherine Street, dated July 21, 2025.

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. Update to Plans and Reports

The Owner acknowledges and agrees, prior to the preparation of the Site Plan Agreement or issuance of a Commence Work Notification, to update the list of required plans and studies listed below to address the comments from the formal review letter dated October 27, 2025 to the satisfaction of the General Manager, Planning, Development and Building Services Department. The Owner further 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 preparation of the Site Plan Agreement or the issuance of a Commence Work Notification.

- i) **Notes and Legends Plan**, NL-1, prepared by Stantect Consulting Ltd., dated 23.05.15, revision 3 dated 24.09.16.
- ii) **Existing Conditions and Removals Plan**, Ex-1, prepared by Stantect Consulting Ltd., dated 23.05.15, revision 3 dated 24.09.16.
- iii) **Site Servicing Plan**, SSP-1, prepared by Stantect Consulting Ltd., dated 23.05.15, revision 3 dated 24.09.16.

- iv) **Grading Plan**, GP-1, prepared by Stantect Consulting Ltd., dated 23.05.15, revision 3 dated 24.09.16.
- v) **Plan and Profile Kent Street**, PP-1, prepared by Stantect Consulting Ltd., dated 24.09.16.
- vi) **Erosion Control Plan and Detail Sheet**, ECDS-1, prepared by Stantect Consulting Ltd., dated 23.05.15, revision 3 dated 24.09.16.
- vii) **Storm Drainage Plan**, SD-1, prepared by Stantect Consulting Ltd., dated 23.05.15, revision 3 dated 24.09.16.
- viii) **Sanitary Drainage Plan**, SA-1, prepared by Stantect Consulting Ltd., dated 23.05.15, revision 3 dated 24.09.16.
- ix) **Servicing and Stormwater Management Report**, project 160401663, prepared by Stantec Consulting Ltd., dated September 17, 2024.

3. **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.

4. **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.

5. **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.

6. **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.

7. **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.

8. **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.

9. **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.

10. **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.

11. **Development Charges**

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

Special Conditions

12. Exterior Elevations Drawings

The Owner acknowledges and agrees to construct the proposed building in accordance with the approved Elevation Drawings, referenced in Schedule “E” herein. The Owner further acknowledges and agrees that any subsequent proposed changes to the approved plans shall be filed with the General Manager, Planning, Development and Building Services and agreed to by both the Owner and the City prior to the implementation of such changes. No amendment to this Agreement shall be required.

13. Transportation Impact Assessment

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

14. 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.

15. Corner Sight Triangles

Prior to registration of this Agreement, the Owner acknowledges and agrees to convey to the City, at no cost to the City, an unencumbered corner sight triangles measuring five metres x five metres at the intersections of Kent Street and Arlington Avenue and Lyon Street and Catherine Street. The exact location and area of the corner sight triangle must be determined by legal survey. The Owner shall provide a reference plan for registration, indicating the corner sight triangle, to the City Surveyor for review prior to its deposit in the Land Registry Office. Such reference plan must be tied to the Horizontal Control Network in accordance with the municipal requirements and guidelines for referencing legal surveys. The Owner acknowledges and agrees to provide an electronic copy of the Transfer and a copy of the deposited reference plan to the City Solicitor prior to the execution of this Agreement by the City. All costs shall be borne by the Owner.

16. **Road Widening (Catherine Street)**

Prior to registration of this Agreement, the Owner acknowledges and agrees to convey to the City, at no cost to the City, an unencumbered road widening across the complete Catherine Street frontage of the lands, measuring 11.5 metres from the existing centreline of pavement/the abutting right-of-way. The exact widening must be determined by legal survey. The Owner shall provide a reference plan for registration, indicating the widening, to the City Surveyor for review and approval prior to its deposit in the Land Registry Office. Such reference plan must be tied to the Horizontal Control Network in accordance with the municipal requirements and guidelines for referencing legal surveys. The Owner acknowledges and agrees to provide an electronic copy of the Transfer and a copy of the deposited reference plan to the City Clerk and Solicitor prior to the execution of this Agreement by the City. All costs shall be borne by the Owner.

17. **Road Widening (Kent Street)**

Prior to registration of this Agreement, the Owner acknowledges and agrees to convey to the City, at no cost to the City, an unencumbered road widening across the complete Kent Street frontage of the lands. Maximum land requirement from property abutting existing ROW (0.90 m). Subject to widening/easement policy. The exact widening must be determined by legal survey. The Owner shall provide a reference plan for registration, indicating the widening, to the City Surveyor for review and approval prior to its deposit in the Land Registry Office. Such reference plan must be tied to the Horizontal Control Network in accordance with the municipal requirements and guidelines for referencing legal surveys. The Owner acknowledges and agrees to provide an electronic copy of the Transfer and a copy of the deposited reference plan to the City Solicitor prior to the execution of this Agreement by the City. All costs shall be borne by the Owner.

18. **Road Widening (Lyon Street)**

Prior to registration of this Agreement, the Owner acknowledges and agrees to convey to the City, at no cost to the City, an unencumbered road widening across the complete Lyon Street frontage of the lands. Maximum land requirement from property abutting existing ROW (0.90 m). Subject to widening/easement policy. The exact widening must be determined by legal survey. The Owner shall provide a reference plan for registration, indicating the widening, to the City Surveyor for review and approval prior to its deposit in the Land Registry Office. Such reference plan must be tied to the Horizontal Control Network in accordance with the municipal requirements and guidelines for referencing legal surveys. The Owner acknowledges and agrees to provide an electronic copy of the Transfer and a copy of the deposited reference plan to the City Solicitor prior to the execution of this Agreement by the City. All costs shall be borne by the Owner.

19. **Transit Pads and Shelters**

The Owner shall locate, design and construct, at no cost to the City, paved transit passenger standing areas/shelter pads and shelters to the specifications of the City.

20. **Private Access**

The Owner acknowledges and agrees that all private accesses to Roads shall comply with the City's Private Approach By-Law being By-Law No. 2003-447 as amended, or as approved through the Site Plan control process.

21. **Permanent Features**

The Owner acknowledges and agrees that no permanent features shall be permitted above and below grade within the City's widened right-of-way or corner sight triangle, including commercial signage, except as otherwise shown on the approved Site Plan referenced in Schedule E" herein.

22. **Maintenance and Liability Agreement**

The Owner acknowledges and agrees it shall be required to enter into a Maintenance and Liability Agreement for all plant and landscaping material (except municipal trees), decorative paving and street furnishings placed in the City's right-of-way along Catherine Street, Lyon Street, Arlington Avenue and Kent Street 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.

23. **Reinstatement of City Signage**

- a) 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.
- b) 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.

24. **Noise Control Attenuation Measures**

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

- (a) each unit is to be equipped with 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) prior to the issuance of a building permit, a review of building components (windows, walls, doors) is required and must be designed to achieve indoor sound levels within the City's and the Ministry of the Environment, Conservation and Parks' noise criteria. A letter shall be prepared by a qualified professional and provided to the General Manager, Planning, Development and Building Services confirming the plans submitted for building permit issuance have incorporated any and all mitigation measures to achieve the required indoor sound levels;
- (d) upon completion of the development and prior to occupancy and/or final building inspection, a professional engineer, licensed in the Province of Ontario with expertise in the subject of acoustics related to land use planning, shall be retained to visit the lands, inspect the installed noise control measures and satisfy themselves that the installed recommended interior noise control measures comply with the measures in the Roadway Traffic Noise Assessment 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.

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

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

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

Type B – Increasing Roadway Traffic

"The purchaser/lessee for themselves, their heirs, executors, administrators, successors and assigns, acknowledges being advised that despite the inclusion of noise control features in this development and within building units, noise levels from increasing roadway 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 D – Central Air Conditioning

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

"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."

26. **Stationary Noise Study**

Prior to Building Permit, the owner acknowledges and agreed to submit a Stationary Noise Study to assess impacts of stationary noises from rooftop mechanical units on the development itself and surrounding areas. The Stationary Noise Study shall be completed to the satisfaction of the General Manager, Planning, Development and Building Services.

27. **Geotechnical Investigation**

The Owner acknowledges and agrees that it shall retain the services of a geotechnical engineer, licensed in the Province of Ontario, to ensure that the recommendations of the **Geotechnical Investigation** (the "Report"), referenced in Schedule "E" herein, are fully implemented. The Owner further acknowledges and agrees that it shall provide the General Manager, Planning, Development and Building Services with confirmation issued by the geotechnical engineer that the Owner has complied with all recommendations and provisions of the Report, prior to construction of the foundation and at the completion of the Works, which confirmation shall be to the satisfaction of the General Manager, Planning, Development and Building Services.

28. **Geotechnical – Encroachments**

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

29. **Vibration and Settlement Monitoring Program**

Prior to Building Permit, the Owner acknowledges and agrees to prepare and submit a Vibration and Settlement Monitoring Program to the satisfaction of the General Manager, Planning, Development and Building Services. The Vibration and Settlement Monitoring Program is to be implemented during all rock breaking, shoring, piling and dewatering activities at the subject site and shall take into account the 3000mm CCST Sewer and the 1200mm dia. combined sewer on Arlington as well as any and all sensitive and nearby structures and utilities.

30. **Groundwater Monitoring Program**

Prior to Building Permit, the Owner acknowledges and agrees to prepare and submit a Groundwater Monitoring Program to the satisfaction of the General Manager, Planning, Development and Building Services. The Groundwater Program is to be implemented during all construction dewatering activities at the subject site to monitor and mitigate any potential impacts to surrounding structures and utilities.

31. **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") for both 265 Catherine Street and 506 Kent Street, 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 extends 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 Work on the right-of-way to the satisfaction of the General Manager, Planning, Development and Building Services.

32. **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.

33. **Utility Circulation Approval**

Prior to issuing the Commence Work Notice, the Owner acknowledges and agrees obtain a Utility Circulation Approval from the City of Ottawa for the proposed watermain along Kent Street.

34. **Protection of City Sewers**

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

(i) obtain a video inspection of the City Sewer System within Lyon Street, Arlington Avenue, Catherine Street & Kent Street prior to any construction to determine the condition of the existing City Sewer System prior to construction on the lands and to provide said video inspection to the General Manager, Planning, Development and Building Services.

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

(i) obtain a video inspection of the existing City Sewer System within Lyon Street, Arlington Avenue, Catherine Street & Kent Street 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 Lyon Street, Arlington Avenue, Catherine Street & Kent Street and compensate the City for the full amount of any required repairs to the City Sewer System.

35. **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.

36. **Stormwater Management Cistern**

The Owner acknowledges and agrees to install and maintain in good working order the required stormwater management cistern, including any associated pumps, flow

control devices, outlets, back up power and other appurtenances, as recommended in the approved Servicing and Stormwater Management Report, referenced in Schedule "E" herein. The Owner further acknowledges and agrees it shall assume all maintenance and replacement responsibilities in perpetuity. The Owner shall keep all records of inspection and maintenance in perpetuity and shall provide said records to the City upon its request.

37. **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.

38. **Revised Phase Two Environmental Site Assessment**

Prior to Building Permit and prior to the proposed park development, the Owner acknowledges and agrees to submit a revised Phase Two Environmental Site Assessment report with a remediation report appended upon completion of the remedial activities for 265 Catherine Street and 506 Kent Street. The report shall be completed to the satisfaction of the General Manager, Planning, Development and Building Services.

39. **Off-site Contaminants**

The Owner agrees to, within six months of registration of the Site Plan Agreement, enter into an Off-Site Contaminants Agreement with the City to address the City's concerns with respect to the off-site contaminants from the subject lands. The Owner acknowledges and agrees that no securities shall be released until such time as the Off-Site Contaminants Agreement has been fully executed by the Owner and the City, to the satisfaction of the City Solicitor, Legal Services.

40. **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.

41. **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.

42. **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.

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.

43. **Community Benefits Charge**

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

For the purposes of calculating the charge payable, the City will provide a property valuation which has an effective date of the date of the site plan approval. An estimate of the Community Benefits Charge will further be provided based on that valuation and the currently proposed area subject to development or redevelopment. The Owner acknowledges that the City will collect this amount prior to building permit issuance, provided (a) the first building permit is issued within twenty-four months of the date of the present site plan approval and (b) the land area subject to development or redevelopment has not changed.

44. **Pedestrian Easement**

Prior occupancy of each phase of development, the Owner shall grant to the City, at no cost to the City, an unencumbered surface easements for all outdoor areas, including the privately-owned public space to the satisfaction of the City. The Owner shall provide a Reference Plan for registration, indicating the pedestrian easements, 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. 25% of the securities relevant to the subject phase will be held by the City and the Owner will not be eligible for any reductions or release until these easements are transferred to the City.

45. **Parkland Dedication and Conveyance of Cash-in-Lieu of Parkland**

- a) The Owner acknowledges and agree that the required parkland dedication to the City is to be 1034.56 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.
 - (ii) For conveyance of parkland (commercial/retail):
 - i. 2% of the gross land area (commercial/retail/industrial uses).
- c) Where land is developed for a mix of uses within a building, the conveyance requirement shall be the cumulative sum for each use, as calculated using the applicable rate prorated proportionally to the gross floor area allocated to each use.
- d) The Owner covenants and agrees that in accordance with the Parkland Dedication By-law, being By-law No. 2022-280, as amended, parkland dedication and conveyance of parkland may be in the form of conveyance of land, cash-in-lieu of conveyance of parkland, or a combination thereof, of conveyance of land and cash-in-lieu of conveyance of parkland.

46. **Dedication of Parkland**

The Owner shall convey unencumbered title to parkland to the City, at no cost to the City, the property municipally described as 506 Kent Street, being Lot 9 Kent W, Plan 30 (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 said Park Land will be conveyed to the City within 30 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");
3. No full building permits, save and except related to Phase 1 on the approved plans, will be authorized until the Park Land is conveyed to the City; and

The Owner acknowledges and agrees the conveyance of 506 Kent Street, being 610.67m² in area, that the balance of parkland conveyance requirement, in accordance with Parkland Dedication By-law No. 2022-280, as amended, being 423.89m², shall be provided as cash-in-lieu of conveyance of parkland.

The Owner further acknowledges and agrees, that the conveyance of the Park Land, in accordance with the RSC, Ministry requirements above, does not exonerate the Owner from completing the Base Park Improvement requirements for the Park Land.

47. **Conveyance of Parkland**

The Owner covenants and agrees that Cash-in-Lieu of Parkland (CILP) shall be provided in accordance with the Housing Acceleration Plan (ACS2025-SI-SPO-0002), as approved by Council on October 8, 2025, which remain in effect until April 13, 2027. This CILP directive is only valid for the duration of this Site Plan Control approval (three years from the issuance of the Site Plan Approval Report) and is not eligible for extension.

- a) Prior to issuance of first occupancy permit for residential occupancies, and at building permit issuance for non-residential occupancies, the Owner acknowledges and agrees to pay cash-in-lieu of conveyance of parkland as referenced in Schedule "B" herein. Pursuant to the City's Parkland Dedication By-law, being By-law No. 20222-280, as amended, 40% of said funds collected shall be directed to City Wide funds (Account 830015), and 60% shall be directed to Ward 14 funds (Account 830303)
- b) Prior to building permit issuance, the Owner shall pay the parkland appraisal fee of \$850.00 plus H.S.T. of \$110.50, as referenced in Schedule "B" herein.

48. **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;
- (iii) 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 .
 - (iv) topsoil supply and placement, minimum of 150 mm;
 - (v) seed and/or sod #1 nursery grade or equivalent value;
 - (vi) fencing to City standard, as required;
 - (vii) street trees along Kent Street and Arlington Ave. public road allowance, and in accordance with the approved Base Park Improvement Plan;
 - (viii) all necessary drainage systems including connections to municipal services, as required.
 - (ix) 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.

The Owner acknowledges and agrees to have a Base Park Improvements Plan prepared by a qualified Landscape Architect, who shall coordinate with civil and other qualified disciplines to prepare and provide related plans and drawings (as-built) to confirm associated servicing and Base Park Improvement works have been planned and complete, 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 to have a property survey plan prepared for 506 Kent Street to determine and confirm no encroachments exist on the future Park Land, such as but not limited to eaves and projections from abutting properties municipally described as 504A Kent Street (PIN 041220608) and 73 Arlington Avenue (PIN 041220344). The Owner further acknowledges if encroachments existing, the Owner shall mitigate to have any and all encroachments removed and released from the future Park Land, prior to the Park Land being conveyed to the City, at the Owner's sole cost, to the satisfaction of the General Manager, Planning, Development and Building Services and the General Manager, Recreation, Cultural and Facility Services.
- (d) The Owner acknowledges and agrees to install a commercial grade PVC/composite panel fence, a minimum 1.5m (5ft) in height, or approved

equivalent, along the abutting property limits of 504A Kent Street (PIN 041220608) and 73 Arlington Avenue (PIN 041220344). Said fence shall be installed 0.15m on the Park Land property side of the common property line, and location of the fence shall be verified by an Ontario Land Surveyor. All fences must adhere to the City's Fence By-law, as amended. Fence materials and installation to be provided to the satisfaction of the General Manager, Planning, Development and Building Services and the General Manager, Recreation, Cultural and Facility Services.

- (e) The Owner acknowledges and agrees to have a Tree Conservation Plan/Report prepared by a qualified Arborist consultant and/or Landscape Architect consultant to assess if existing tree(s) can be retained on 506 Kent Street and abutting municipal right-of-ways, to the satisfaction of the General Manager, Planning, Development and Building Services and the General Manager, Recreation, Cultural and Facility Services.
- (f) 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.
- (g) 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.
- (h) The Owner acknowledges and agrees that it is the responsibility of the Owner to rough grade the park where necessary to meet Base Park Improvement Plan grades and provide for positive surface drainage across the Park Land. If fill is required, it shall be comprised of clean earth borrow, compacted and levelled 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.
- (i) 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.

- (j) 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 3 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.
- (k) 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.

- (l) 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.
- (m) The construction of the Base Park Improvements to the Park Land shall be completed prior to any building 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.
- (n) 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.

- (o) For the Park Land, the Owner shall submit to the General Manager, Planning, Development and Building Services Department 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 Park Land is suitable for the proposed park use.

49. **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."

January 29, 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: D07-12-23-0067

SITE LOCATION

265 Catherine Street, and as shown on Document 1.

SYNOPSIS OF APPLICATION

The subject site is within the Central and East Downtown Core Secondary Plan. The subject site is a block bordered by four streets, Catherine Street, Kent Street, Arlington Avenue and Lyon Street. The former bus depot has been demolished and the site is presently vacant.

The subject site is designated General Mixed-use Zone, with exception, and subject to a site-specific zoning schedule (GM[1875] S271). The lot is approximately 11,300 square metres with a frontage of 92.3m along Catherine Street and 60.7m along Kent Street. Four streets, Catherine Street, Kent Street, Arlington Avenue and Lyon Street North border the site. To the south of the site there are commercial land uses along Catherine Street, Highway 417 and the northern edge of the Glebe. To the north, low rise residential dwellings with a mixed of residential uses along Catherine Street and Bay Street to the west of the site. To the east, Glashan Public School with commercial and residential land uses further east along Bank Street.

The proposed development at 265 Catherine Street includes a mixed-use development consisting of three high-rise towers (Towers 1, 2, and 3) with two 6-storey podiums (Buildings A and B) and three-storey townhouses (Building C) along Arlington Avenue.

- Tower 1: 32 storeys, on Building A, fronts Catherine Street.
- Tower 2: 36 storeys, on Building B, also fronts Catherine Street.
- Tower 3: 34 storeys, on Building B, faces Lyon Street.

The development includes 1,164 units in total. There are two phases of construction proposed: Phase 1 includes Tower 1 with about 423 units, and 251 underground parking spaces; Phase 2 includes Towers 2 and 3 with around 734 units, along with seven townhouse units in Building C, and will add 436 underground parking spaces. Unit types include a mix of bachelor, one-, two-, and three-bedroom units, with an intention for 100 of these to be affordable units.

The site will feature a total of 667 parking spaces in a two-level underground garage and 1,193 bicycle parking spaces, more than double the minimum bicycle parking requirement. A minimum of 20 per cent privately owned public space will be provided in

the form of a woonerf-style lanes, patios, and gardens, in addition to an approximately 1,000 square metre privately-owned public space at the northeastern corner, originally planned as a public park. The building design also contemplates a public washroom facility next to the public plaza. The public park, which will be conveyed to the City, has been relocated to 506 Kent Street to allow the expansion of the below grade parking garage.

Residential Units and Types

Dwelling Type	Number of Units
Apartment	1,157
Townhouse	7

Related Applications

The following applications are related to this proposed development:

- Zoning By-law Amendment – D02-02-23-0042 (By-law 2024-325)
- Official Plan Amendment – D01-01-23-0008 (By-law 2024-324 – OPA 30)

DECISION AND RATIONALE

This application is approved for the following reasons:

- The site is within the Central and East Downtown Core Secondary Plan and contributes to the public realm through the creation of a new off-site park. The proposal will also include new retail and residential spaces, consistent with this plan.
- The site is also subject to the Centretown Community Design Plan. The site is within the Southern Character Area, which envisions high-rise development. It also notes the lack of parks within its area which will be resolved through this proposal.
- The proposed development complies with the Zoning By-law and meets all of the applicable performance standards of the GM[1875] S271 designation.
- The site meets the requirements of the [Urban Design Guidelines for High-rise Buildings](#) by including sufficient podiums, setbacks, stepbacks, and tower separation.
- The development complies with the relevant planning policy context and complies with the zoning bylaw. Accordingly, the development represents good land use planning.

PARKLAND DEDICATION

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

URBAN DESIGN REVIEW PANEL

The Site Plan Control application was subject to the Urban Design Review Panel process. An informal meeting was held prior to application on July 8th, 2022. A formal meeting was held on December 1st, 2023. An additional voluntary meeting, at the request of Staff, was held on February 2nd, 2024, to further refine the building design. The panel's recommendations from the formal review meeting are available online [HERE](#).

The Panel was successful in aiding in the implementation of the following:

- Providing guidance on appropriate tower heights, orientation, and separations.
- Refining the podium design to contribute to the public realm.
- Improving the relationship between the built form and the park, as well as the design of the POPS throughout the site.
- Enhancing the building design through better choices in materiality.

ROAD MODIFICATIONS

The design in the approved RMA-2024-TPD-043 265 Catherine Street is to construct widened sidewalks, curb extensions, a lay-by, and an improved bus stop.

CONSULTATION DETAILS

Councillor's Comments

Councillor Ariel Troster was aware of the application related to this report.

Public Comments

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

APPLICATION PROCESS TIMELINE STATUS

This Site Plan application was not processed by the On Time Decision Date. The Council approved timeline has not been met due to the complexity of the file, changes in the site design, and issues needing to be resolved with the park strategy.

Contact: John Bernier Tel: 613-580-2424, ext. 71576 or e-mail: john.bernier@ottawa.ca

Document 1 – Location Map

