

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

Site Location: 2475 Regina Street

File No.: D07-12-24-0161

Date of Application: December 4, 2024

This SITE PLAN CONTROL application submitted by GBA Group, on behalf of Parkway House Development LP and Parkway House Developments Inc., is APPROVED upon resolution of the conditions stated in this report.

And the following plans are approved:

1. **Site Plan**, A010, prepared by Diamond Schmitt, dated 22-05-13, revision 12 dated 25-05-30.
2. **Site Plan Phase 1**, A011, prepared by Diamond Schmitt, dated 22-05-13, revision 12 dated 25-05-30.
3. **Elevations**, A301-A1, prepared by Diamond Schmitt, dated 22-05-13, revision 10 dated 25-04-15.
4. **Elevations**, A302-T1, prepared by Diamond Schmitt, dated 22-05-13, revision 11 dated 25-05-30.
5. **Elevations 1**, A311-A1, prepared by Diamond Schmitt, dated 22-05-13, revision 10 dated 25-04-15.
6. **Elevations 2**, A312-A1, prepared by Diamond Schmitt, dated 22-05-13, revision 10 dated 25-04-15.
7. **Elevations 1**, A321-T1, prepared by Diamond Schmitt, dated 22-05-13, revision 11 dated 25-05-30.
8. **Elevations 2**, A322-T1, prepared by Diamond Schmitt, dated 22-05-13, revision 11 dated 25-05-30.
9. **Site Servicing Plan Interim (Phase 1)**, SSP-1, prepared by Stantec, dated 24.02.28, revision 5 dated 25.05.30.
10. **Site Servicing Plan Ultimate (Phase 1 & 2)**, SSP-2, prepared by Stantec, dated 24.02.28, revision 5 dated 25.05.30.

11. **Grading Plan Interim (Phase 1)**, GP-1, prepared by Stantec, dated 24.02.28, revision 5 dated 25.05.30.
12. **Grading Plan Ultimate (Phase 1 & 2)**, GP-2, prepared by Stantec, dated 24.02.28, revision 5 dated 25.05.30.
13. **Redi-Rock Retaining Wall Design (RR1 & RR2)**, PG5901-2, prepared by Paterson Group, dated 30/01/2025, revision 2 dated 06/09/2025.
14. **Redi-Rock Retaining Wall Design (RR3 & RR4)**, PG5901-4, prepared by Paterson Group, dated 30/01/2025, revision 2 dated 06/09/2025
15. **Redi-Rock Retaining Wall Design (RR5)**, PG5901-5, prepared by Paterson Group, dated 30/01/2025, revision 1 dated 06/09/2025
16. **Landscape Plan**, L1, prepared by Stantec, dated 23.11.22, revision 7 dated 25.06.04.
17. **Landscape Plan Phase 1**, L2, prepared by Stantec, dated 23.11.22, revision 2 dated 25.06.04.
18. **Tree Canopy and Soil Volume**, L3, prepared by Stantec, dated 23.11.22, revision 3 dated 25.06.04.
19. **Planting Schedule Private Ownership**, L4, prepared by Stantec, dated 23.11.22, revision 6 dated 25.06.04.
20. **Planting Schedule City Ownership**, L5, prepared by Stantec, dated 23.11.22, revision 2 dated 25.06.04.
21. **Landscape Sections / Elevations - I**, L6, prepared by Stantec, dated 23.11.22, revision 6 dated 25.06.04.
22. **Landscape Sections / Elevations - II**, L7, prepared by Stantec, dated 23.11.22, revision 2 dated 25.06.04.
23. **Landscape Details & General Notes - I**, L8, prepared by Stantec, dated 23.11.22, revision 6 dated 25.06.04.
24. **Landscape Details & General Notes - II**, L9, prepared by Stantec, dated 23.11.22, revision 6 dated 25.06.04.
25. **Notes and Legends Drawing**, NL-1, prepared by Stantec, dated 24.02.28, revision 5 dated 25.05.30.
26. **Erosion Control and Details Sheet**, ECDS-1, prepared by Stantec, dated 24.02.28, revision 5 dated 25.05.30.
27. **Regina Street Plan and Profile STA 0+000 To Sta 0+060**, PP-1, prepared by Stantec, dated 24.02.28, revision 5 dated 25.05.30.
28. **Sanitary Drainage Plan**, SA-1, prepared by Stantec, dated 24.02.28, revision 5 dated 25.05.30.
29. **Storm Drainage Plan**, SD-1, prepared by Stantec, dated 24.02.28, revision 5 dated 25.05.30.
30. **Stormtech Chambers Notes and Details Sheet**, DS-1, prepared by Stantec, dated 24.02.28, revision 5 dated 25.05.30.

And as detailed in the following reports:

1. **Pedestrian Level Wind Study**, prepared by Gradient Wind, dated February 6, 2024.
2. **Pedestrian Level Wind Study Addendum**, prepared by Gradient Wind, dated July 9, 2024.
3. **Transportation Noise & Vibration Assessment**, prepared by Gradient Wind, dated February 5, 2024.
4. **Phase 1 – Environmental Site Assessment**, prepared by Paterson Group, dated October 26, 2021.
5. **Phase 1 – Environmental Site Assessment Update**, prepared by Paterson Group, dated February 6, 2024.
6. **Geotechnical Investigation**, prepared by Paterson Group, dated April 22, 2022, revision 2 dated June 13, 2025.
7. **Site Servicing and Stormwater Management Report**, prepared by Stantec, dated February 12, 2025, revision 2 dated June 05, 2025.
8. **Transportation Impact Assessment**, prepared by CGH, dated November 2024, revision 2 dated June 2025.
9. **Revised Tree Conservation Report**, prepared by IFS Associates, dated February 20, 2025, revision 2 dated May 30, 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 and/or Letter of Undertaking, including all standard and special conditions, financial and otherwise, as required by the City. In the event that the Owner fails to sign this Agreement and/or Letter of Undertaking, 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. **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.

7. **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.

8. **Development Charges**

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

9. **Designated Substances Survey**

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

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

Special Conditions

10. **Professional Engineering Inspection**

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

11. **Notice on Title – On-site Parking**

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

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

"The purchaser/lessee for themselves, their heirs, executors, administrators, successors and assigns, acknowledges being advised that the unit being sold/rented may not be provided with any on-site parking. Should the purchaser/lessee have a vehicle for which they wish to have parking, alternative and lawful arrangements may need to be made to address their parking needs at an alternate location and that such arrangements are solely the responsibility of the person seeking parking. The purchaser/lessee acknowledges that the availability and regulations governing on-street parking vary; that access to on-site street parking, including through residential on-street parking permits issued by the City of Ottawa, cannot be guaranteed now or in the future; and that the purchaser/lessee intending to rely on on-street parking for their vehicle or vehicles does so at their own risk."

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

12. **Private Approach Detail**

The Owner agrees that all private approaches, including temporary construction access to the subject lands, shall be designed and located in accordance with and shall comply with the City's Private Approach By-Law, being By-law No. 2003-447, as amended, and shall be subject to approval of the General Manager, Planning, Development and Building Services.

The Owner acknowledges and agrees that all private approaches serving the proposed development shall be designed and constructed, at the sole expense of the Owner, in accordance with the City's "Curb Return Entrances – Uncontrolled Intersections" Plan, Drawing No. SC7.1, dated March 2007 and revised March 2021, and the Owner shall comply with the City's Private Approach By-law, being No. 2003-447, as amended.

13. **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.

14. **Noise Control Attenuation Measures**

The Owner acknowledges and agrees to implement the noise control attenuation measures recommended in the approved Transportation Noise and Vibration Assessment, referenced in Schedule "E" of this Agreement, each unit is to be equipped with central air conditioning.

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;

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 and Vibration 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.

15. **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 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 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."

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."

16. **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 approved 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.

17. **Geotechnical – Encroachments**

The Owner acknowledges and agrees that the approved Geotechnical Investigation, referenced in Schedule "E" herein, has recommended a method of shoring that may encroach onto the adjacent property. The Owner acknowledges and agrees that it shall be required to obtain the approval of the adjacent property owner 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.

18. **Retaining Wall**

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

Plan Ultimate (Phase 1 & 2) referenced in Schedule "E" hereto, which shall be designed and prepared by a Professional Structural Engineer, licensed in the Province of Ontario, to the satisfaction of the General Manager, Planning, Development and Building Services. The Owner shall provide confirmation to the General Manager, Planning, Development and Building Services that the Professional Structural Engineer has inspected and confirmed that the retaining walls have been constructed in accordance with the approved retaining wall details.

19. **Retaining Wall – Stability**

The Owner acknowledges and agrees to install the proposed retaining walls in accordance with the approved Retaining Wall Design for 2475 Regina Street and as shown on the approved Grading Plan Ultimate (Phase 1 & 2), both referenced in Schedule "E" hereto. The Owner shall provide written confirmation, satisfactory to the General Manager, Planning, Development and Building Services, that a Geotechnical Engineer/Professional Structural Engineer, licensed in the Province of Ontario, has inspected and confirmed that the retaining walls have been constructed in accordance with the said approved Retaining Wall Design for 2475 Regina Street. The Owner further acknowledges and agrees to provide an Internal Compound Stability (ICS) analysis from a Geotechnical Engineer / Professional Structural Engineer, licensed in the Province of Ontario, that all retaining walls, which are greater than one meter in height have been checked for global stability, have a factor of safety of at least 1.5 for static conditions (as calculated through SLIDE) and 1.1 for seismic conditions is achieved, which shall be to the satisfaction of the General Manager, Planning, Development and Building Services. The report shall provide structural details of the retaining wall(s).

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

20. **Notice on Title – Below Grade Parking Areas and Depressed Driveways**

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

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

"The purchaser/lessee for themselves, their heirs, executors, administrators, successors and assigns, acknowledges being advised that during major storm events, depressed driveways and below grade parking areas may be subject to

flooding due to drainage from the road allowance. The purchaser/lessee further acknowledges being advised that the City of Ottawa shall not be liable for flooding claims. Backwater valves are recommended for installation on catch basins located in depressed driveways.”

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

21. **Protection of City Sewers**

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

- (a) obtain a video inspection of the City Sewer System within Regina Street for the sewer sections between: MHST25173 and MHST42246 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.

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:

- (b) obtain a video inspection of the existing City Sewer System within Regina Street for the sewer sections between: MHST25173 and proposed man hole STM100, MHSA25242 and proposed man hole SAN 1 to determine if the City Sewer System sustained any damages as a result of construction on the lands; and
- (c) assume all liability for any damages caused to the City Sewer System within Regina Street for the sewer sections between: MHST25173 and proposed manhole STM100, MHSA25242 and proposed manhole SAN 1 and compensate the City for the full amount of any required repairs to the City Sewer System.

22. **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.

23. **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.

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

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

25. **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.

26. **MECP Environmental Compliance Approval**

The Owner acknowledges and agrees to apply for an Environmental Compliance Approval for the City (“ECA”) from the Ministry of Environment, Conservation and Parks (“MECP”), under the CLI-ECA process, for the upgrades to the Lincoln Fields pumping station. All costs shall be borne by Owner. The Owner further acknowledges and agrees that a full Commence Work Notification Letter will not be issued until the CLI-ECA application has been approved and to the satisfaction of the General Manager, Planning, Development and Building Services.

27. **Water Plant**

The Owner acknowledges and agrees that the water plant within the lands is a private watermain. The Owner further acknowledges and agrees that the private watermain and appurtenances thereto are to be maintained by the Owner at its own expense, in perpetuity. The Owner performing maintenance on critical

infrastructure, such as private watermains and private fire hydrants, shall maintain adequate records as proof of having done so in accordance with applicable regulations, and that the records shall be retained for review by the City and or the Ottawa Fire Services when requested.

28. **Access Easement to City**

The Owner acknowledges and agrees it shall grant to the City, at the Owner's expense, a Blanket Easement over the lands, with the right and licence of free, uninterrupted, unimpeded and unobstructed access to the City to enter on and to pass at any and all times, on, over, along and upon the lands with or without vehicles, supplies, machinery and equipment for all purposes necessary or convenient to construct, maintain, repair and replace the Private Watermains, Private Service Posts and fire hydrants at the Owner's expense. The Owner acknowledges and agrees that notwithstanding the rights granted to the City under the grant of easement, the Owner remains responsible at all times for the maintenance, inspection, alteration, repair, replacement and reconstruction of the utility in the said lands during their term of use. The Owner acknowledges and agrees to provide an electronic copy of the Transfer of Easement prior to the execution of this Agreement by the City, to the satisfaction of the City Solicitor. All costs shall be borne by the Owner.

29. **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.

30. **Leak Survey**

The Owner acknowledges and agrees that the Water Plant and sewer service within the lands is a private system, including Private Services and sewer services and appurtenances, and the Owner acknowledges and agrees that it is responsible for the operation, maintenance and/or replacement, in perpetuity, of the Private Services and sewer system, including the Private Watermains, private hydrants,

private sanitary and storm sewer infrastructure (collectively the “private system”) which are located on the lands and that the Owner will retain copies of all the associated Work and maintenance contracts, and make said contracts available for inspection upon demand by the City.

Further, the Owner acknowledges and agrees to have a Professional Engineer, licensed in the Province of Ontario, conduct regular inspections of the water system and sewer system, which includes a leak detection survey at least every five (5) years and a video of the sanitary sewer system to check for major water infiltration into the private system. Copies of the inspection reports and videos shall be provided to the General Manager, Infrastructure and Water Services and Fire Services. The Owner further acknowledges and agrees that as part of the Owner’s ongoing maintenance responsibility for the private system, repairs to the system must be completed immediately to correct any deficiencies which contribute to water loss or leakage of infiltration within the private system. Any deficiencies shall be immediately reported to the City. The Owner acknowledges and agrees to notify the General Manager, Infrastructure and Water Services when such repairs have been completed.

31. **Site Lighting Certificate**

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.

32. **Waste Collection**

- (a) The Owner acknowledges and agrees that residential cart (and/or container) garbage, recycling, and organic waste collection will be provided by the City from a centralized refuse room or area. The Owner shall provide, at its own expense, adequate storage for the containers and carts and acknowledges it is recommended that they be placed on a concrete floor. The Owner shall provide an adequately constructed road for direct access to the garbage/recycling/organic waste storage room or area suitable for

garbage/recycle/organic waste collection vehicles. Any additional services (i.e. winching of containers) may result in extra charges. It is expressly acknowledged that this service may be amended or discontinued at the City's sole discretion, if in the City's opinion, access is not appropriate or due to policy/process changes within the operating department.

- (b) The Owner acknowledges and agrees that garbage, recycling, and organic waste collection will not be provided by the City for the Parkway House component, and it shall make appropriate arrangements with a private contractor for garbage, recycling, and organic waste collection at the Owner's sole expense. The Owner shall consult a private contractor regarding any access requirements for garbage and/or recycling and organic waste collection. There shall be a separate waste collection room for the Parkway House to distinguish it from the residential waste collection.

33. **Parkland Dedication**

The Owner covenants and agrees that the conveyance requirement has been calculated at the rate set out below in accordance with the Parkland Dedication By-law, being By-law No. 2022-280, as amended:

For cash-in-lieu of conveyance of parkland (residential > 18 units/net ha):

- i. one hectare per 1,000 net residential units but shall not exceed a maximum of 10% of the gross land area where less than or equal to five hectares.

34. **Conveyance of Parkland**

Prior to registration of the Site Plan Agreement, the Owner acknowledges and agrees to pay cash-in-lieu of conveyance of parkland as referenced in Schedule "B" herein. Pursuant to the City's Parkland Dedication By-law, being By-law No. 2022-280, as amended, 40% of said funds collected shall be directed to City wide funds, and 60% shall be directed to Ward 7 funds. The Owner shall also pay the parkland appraisal fee of \$960.50 plus H.S.T. of \$110.50, as referenced in Schedule "B" herein.

35. **100-year Stormwater Overland Flow to Adjacent Park**

The Owner acknowledges and agrees that, specific to the development approved herein, the stormwater 100-year overland flow routes will be permitted on the Byron Tramway Park (the "Park") site adjacent to and north of the 2475 Regina Street property. All required stormwater management required to be implemented on the development site limiting flow to the Park shall be approved and constructed as per the approved plans and shall be to the satisfaction of the General Manager, Recreation, Cultural and Facility Services.

36. **Easement for Private Watermain within Park**

The Owner acknowledges and agrees that an encumbrance in the form of a private water service will be permitted from the northwest corner of the 2475 Regina Street property through the Byron Tramway Park (the "Park") to Lincoln Heights Road, west of the Park. The Owner further acknowledges and agrees that prior to occupancy, an Easement Agreement between the Owner and the City is required to the satisfaction of the General Manager, Recreation, Cultural and Facility Services.

37. **License of Occupation for Park Works**

Prior to commencement of any works within Byron Tramway Park (the "Park") related to, but not limited to, the development approved herein, the Owner acknowledges and agrees that they shall obtain a License of Occupation from the City, at the Owner's expense. The License of Occupation shall 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 shall indemnify the City against any claim during any interim use of or work carried out by the Owner on the Park, to the satisfaction of the General Manager, Recreation, Cultural and Facility Services.

38. **Works within Byron Tramway Park**

- (a) The Owner acknowledges and agrees that they shall be responsible for the construction and installation of works (the "Park Works") within the Byron Tramway Park (the "Park") at their sole expense, which shall include the following:
- new asphalt pathway connection from 2475 Regina Street to the existing pathway within the Park;
 - demolition, removal and disposal of all existing materials, structures and foundations;
 - maintain the existing park grading, and ensure positive surface drainage;
 - topsoil supply and placement, minimum of 150 mm;
 - seed and/or sod #1 nursery grade or equivalent value;
 - trees;
 - fencing to City standard; and
 - all necessary drainage systems including connections to municipal services as required
- (b) Prior to commencement of the Park Works, the Owner acknowledges and agrees to undertake a geotechnical and soils analysis of the impacted area of the Park 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 that the soils in the Park can support the development of the Park Works.

39. **Park Works – Reinstatement Tree and Shrub Planting and Pathways Plan Design and Construction**

The Owner acknowledges and agrees to design and construct, at its sole cost, the Park Works, including the reinstatement of Park Land impacted by construction and water line installation, in accordance with the City's Parks and Facilities Planning Park Development Manual (as amended) and applicable City Specifications and Standards. The Owner shall submit for approval detailed design plans and documents as required by the Manual, outlining the scope and costs of the pathway, reinstatement areas, replacement tree and new shrub planting, and fencing to be provided on Park Land. These works, collectively referred to as the "Park Works – Reinstatement Tree and Shrub Planting and Pathways Plan," shall follow the typical park development process, with design, construction, review, and inspection costs to align with City park development rates at the time of Site Plan Agreement registration.

40. **Construction of Park Works**

The construction of the Park Works to the existing park shall be completed within the earlier of: (a) two years after the issuance of the first Above Grade Permit for any part of the subject lands, or (b) prior to any occupancy permit for any part of the 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 Parks Works to the existing park 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.

41. **Park Insurance and Securities**

Upon registration of this Agreement, the Owner agrees to provide:

- A certificate of insurance that names the City as additional insured, and
- A letter of credit which covers the full amount of the construction costs associated with the Park Works, as reflected in Schedule "B" hereto, to ensure the work is completed.

All shall be to the satisfaction of the General Manager, Recreation, Cultural and Facility Services.

42. **Access to Park and Notice on Title**

- (a) The Owner acknowledges and agrees that access from private property to park property will only be allowed with the prior written approval of the General Manager, Planning, Development and Building Services.
- (b) The Owner acknowledges and agrees that a notice shall be registered on title to the subject lands, at the Owners 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 clause, which shall be covenants running with the subject lands:

“The Transferee for himself/herself, his/her heirs, executors, administrators, successors and assigns acknowledge being advised that gates accessing park property are not permitted in the fences, except for the approved pathway access as shown in the approved Landscape Plans pursuant to Site Plan approval D07-12-24-0161.”

“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.”

43. **Park Fencing**

The Owner acknowledges and agrees they shall install fencing of uniform appearance and quality, with a minimum height of five feet (5') (1.5m) along the common boundary of all residential lots and other lots which abut Byron Tramway Park. Fences shall be installed 0.15m on the park property side of the common property line, and the location of the fence shall be verified by an Ontario Land Surveyor. All fences must adhere to the City's fence By-law 2003-462. Fence materials will be of commercial grade and consist of 6-gauge black vinyl coated chain link material and black powder coated schedule 40 pipe rails and posts or an approved alternative.

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 Development and the General Manager, Recreation, Cultural and Facility Services.

44. **Park Tree Removal**

The Owner covenants and agrees to coordinate the identification and possible removal of any existing trees and vegetation from Byron Tramway Park lands (the “Park”), including any trees identified for preservation, with the City Park Planner, Recreational, Cultural and Facility Services and the Forester, Forestry Services. The opportunity to retain existing vegetation on the Park land, including any trees identified for preservation, is subject to the detailed design of the proposed Park Works. A tree permit must be issued prior to removal of the trees within the Park land and the specific trees to be retained within the Park Land must be fenced with protective fencing at the critical root zone. Such fencing is to be inspected and approved by the City Forester and Park Planner, Recreational, Cultural and Facility Services prior to the issuance of a tree removal permit.

Trees or shrubs which have been or are hereafter removed from the Park land in contravention of the Site Plan Agreement shall, at the City's option, be replaced by the Owner, at the expense of the Owner, with nursery stock of a variety and quality equivalent to or better than the trees and/or shrubs removed.

45. **Park Indemnity**

Notwithstanding the private easement on the Byron Tramway Park (the "Park") pursuant to Condition 36 herein, the Owner acknowledges and agrees that the Owner will retain all liability for the easement, until Final Acceptance of the Park Works and that said transfer will in no way exonerate the Owner from its responsibility pursuant to the terms of the Site Plan Agreement and the Easement Agreement or License of Occupation 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.

46. **Park Fill**

Any fill imported to Byron Tramway Park (the "Park") or removed and exported as a result of the Park Works must be conducted in accordance with the excess soils regulation, as amended, at the time of construction. Documentation of the source and quality of the fill to be imported must be approved by a Qualified Person. Soils must be tested to the minimum parameter list as specified in the excess soils regulation. Importation of soils with no chemical testing will not be permitted. Additional testing may be required by the Qualified Persons as defined in the regulation.

Copies of all records related to all soils imported to the park must be provided to the City. All works and fill materials are to be approved by the General Manager, Planning, Development and Building 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.

47. **Park Remediation**

The Owner acknowledges and agrees that any remediation required to Byron Tramway Park (the "Park") as a result of the Owner's use of the Park shall be carried out in accordance with the terms and conditions set out in the License of Occupation. Such remediation shall be completed to the satisfaction of the General Manager, Recreation, Cultural and Facility Services.

48. **Protection of Parkland**

The Owner acknowledges and agrees that the Owner shall not use Byron Tramway Park (the "Park"), outside of the area subject to the Easement Agreement and the area subject to the License of Occupation, for stockpiling or staging. Any work associated with the development that encumbers the Park, including but not limited

to replacement tree planting and new shrub planting on the Park land, shall be subject to a geotechnical report that confirms the subgrade is suitable for its intended use and that no contaminants have been deposited on the Park. 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 further shall install and maintain temporary fencing adjacent to Byron Tramway Park to protect the Park Land during all development activities, including but not limited to stockpiling, staging, replacement tree planting, and new shrub planting. The type, location, and timing of the markers and temporary fencing shall be to the satisfaction of the General Manager, Planning, Development and Building Services.

49. **Signage**

The Owner acknowledges and agrees to erect on the park block(s) at a location selected by the General Manager, Recreation, Cultural and Facility Services a professionally painted sign indicating:

Future Park Works including schedule of duration of works
No Dumping
No Removal of soils or vegetation
All at the expense of the Owner

50. **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."

51. **National Capital Commission Pathway Upgrade**

The Owner acknowledges and agrees that prior to the issuance of an occupancy permit for any of the phase one buildings, as shown on the approved Site Plan Phase 1 referenced in Schedule “E” herein, the Owner shall complete the reconstruction of the adjacent multi-use pathway located on National Capital Commission (“NCC”)-owned land from 2475 Regina Street to the west side of the pedestrian crossing along the Kichi Zibi Mikan leading to the Lincoln Fields LRT Station, in order to facilitate year-round access for its residents and the greater community. The works shall include:

- Obtaining any required approval, permit and consent for the construction of the pathway, including the Federal Land Use, Design and Transaction Approval from the NCC.
- Any necessary demolition and reconstruction of the pathway based on the City of Ottawa’s Heavy Duty Multi-Use Pathway Specification SC.21 and in keeping with the City’s Accessibility Design Standards.
- If the southern terminus of the pathway jog beside the pedestrian crossing is to be demolished, the reconstruction should be based on a more direct connection where possible.
- Pathway lighting bases, poles and light fixture, and include electrical service connection, metering and energizing.

All costs associated with the above works are to be borne by the Owner, and to the satisfaction of the General Manager, Planning, Development and Building Services. Upon completion of the works and addressing any deficiencies through City and NCC inspections, the Owner is not responsible for any ongoing maintenance or operating requirements such as snow removal.

52. **Community Benefits Charge**

The Owner acknowledges that the development is subject to payment of a Community Benefits Charge payable at the time of 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 at the time of 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.

The work as outlined in Condition 51 is deemed to be an in-kind contribution for the purpose of calculating the community benefit charge, and will reduce the community benefit charge otherwise payable by the value attributed to the in-kind contribution. The Owner shall submit to the City the estimated total cost of work outlined in

Condition 51 prior to the commencement of work for the purpose of calculating the in-kind contribution amount, all to the satisfaction of the General Manager, Planning, Development and Building Services.

53. **Pedestrian and Cycling Easement**

Prior to the registration of this Agreement, the Owner shall grant to the City, at no cost to the City, an unencumbered easement for pedestrian and cycling access along the southerly boundary of the site, approximately two to six metres in width, connecting Regina Road to the NCC Pinecrest Creek Pathway, as shown on the approved Landscape Plans referenced in Schedule "E" herein, to the satisfaction of the City. The Owner shall provide a Reference Plan for registration, indicating the pedestrian and cycling 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.

54. **Fire Access Route (Ottawa Fire Services)**

The Owner acknowledges and agrees to submit to the General Manager, Planning, Development and Building Services, prior to issuance of a building permit, a signed/stamped letter from an engineer or architect attesting that the underground parking structure will be designed and built to bridge standard (15kPa). The Owner acknowledges and agrees it shall provide for, install and maintain, at its own expense, all Fire Access Route signage, where a fire access route goes on top of an underground parking garage, to the satisfaction of the City's Emergency and Protective Services Department.

August 8, 2025

Date



Kersten Nitsche, MCIP RPP
Manager (A), Development Review
West, Planning, Development and
Building Services Department

Enclosure: Site Plan Control Application approval – Supporting Information

SITE PLAN CONTROL APPROVAL APPLICATION SUPPORTING INFORMATION

File Number: D07-12-24-0161

SITE LOCATION

2475 Regina Street, and as shown on Document 1.

SYNOPSIS OF APPLICATION

The subject property is located in the Lincoln Fields community at the eastern terminus of Regina Street. The site is currently occupied by the Parkway House that provides care for individuals with physical disabilities. The site is an irregular shaped parcel with an area of 10,357 square metres. Directly abutting the subject lands is a low-rise neighbourhood to the west, two high-rise developments to the south, and the Byron Linear Pathway and the Byron Linear Tramway Park to the north and Kichi Zībī Mīkan and associated pedestrian walkways to the east.

The proposed development consists of three buildings ranging from seven, 16 and 28 storeys. The Parkway House will be reconstructed and relocated at the ground-floor level of the seven-storey building, while the remaining six floors will consist of residential uses. Across the three buildings, the proposed development includes approximately 565 residential units and 4,328 square metres of amenity space. The development proposes two underground parking levels, that includes 214 parking spaces (192 residential parking spaces, 22 visitor parking spaces) and 584 bicycle spaces.

The development is planned to be completed in two phases. The seven-storey tower (which includes the Parkway House), 16-storey tower, and western portion of the underground parking garage is to be constructed during Phase One. Phase Two will consist of the development of the 28-storey tower and the eastern portion of the underground parking garage. There is a singular access to the site located on Regina Street that transforms into a loop road internal to the site, which services all three buildings.

Residential Units and Types

| Dwelling Type | Number of Units |
|---------------|-----------------|
| Apartment | 565 |

Related Applications

D01-01-23-0012 Approved Official Plan Amendment

D02-02-22-0053 Approved Zoning By-law Amendment
D07-07-25-0001 Approved Lifting of Holding for Phase One Land
D07-07-25-0004 Approved Lifting of Holding for Phase Two Land

DECISION AND RATIONALE

This application is approved for the following reasons:

- The Official Plan Amendment and Zoning By-law Amendment application has been approved with all opportunities for appeal exhausted.
- The Holding Symbol for the phase one and phase two area has been lifted and removed.
- The site design represents good planning.

PARKLAND DEDICATION

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

CONSULTATION DETAILS

Councillor Kavanagh's Comments

Given the limited parking on the site and the fact that there is only one street that enters the property I have concern for the claim that this development is in direct walking distance of a major transit station when there is no signed agreement for winter maintenance on the National Capital Commission's Multi Use Pathway (MUP) that leads from 2475 Regina to the station. I am asking that the Site Plan confirm that this omission has been resolved and include an agreement that involves the city, the NCC and the developer to make the adjoining MUP walkable all year round. There has also been concern in the community that this development will mean increased traffic on Regina Street and it will be a safety hazard. I have already taken initiative to survey the community on their support for speed cushions on Regina Street. There also needs to be extensions to the sidewalks in the area for safer pedestrian access and I am asking that this be included in the site plan.

Response to Councillor Comments

Conditions have been included requiring the applicant to upgrade the pathway and lighting in order to facilitate winter maintenance of the pathway. The maintenance of the pathway will continue to be negotiated between the City and the NCC, and subject to City budget approval.

Along the southern boundary of the site, there will be a new active transportation connection linking Regina Street to the NCC pathway. An easement to allow for public access will also be secured as part of the Site Plan conditions.

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 processed by the On Time Decision Date.

Contact: Stream Shen Tel: 613-580-2424, ext. 24488 or e-mail:
stream.shen@ottawa.ca

Document 1 – Location Map

