



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

---

**Site Location:** 951 Gladstone Avenue and 145 Loretta Avenue North

**File No.:** D07-12-21-0053

**Date of Application:** April 26, 2021

---

This SITE PLAN CONTROL application submitted by Scott Alain, Fotenn Planning + Design, on behalf of TIP Gladstone GP Inc. is APPROVED as shown on the following plan(s):

1. **Master Site Plan – Gladstone and Loretta Residential Tower, A1-100a**, prepared by linebox studio, dated 24-11-20, revision 17, dated 25-03-03.
2. **Master Plan (Phase 1) – Gladstone and Loretta Residential Tower, A1-100**, prepared by linebox studio, dated 07/16/24, revision 28 dated 25-11-13.
3. **Site Plan (Phase 1) – Gladstone and Loretta Residential Tower, A1-101**, prepared by linebox studio, dated 24-05-17, revision 14, dated 25-01-31.
4. **Building Elevations - West and South – Gladstone and Loretta Residential Tower, A5-100**, prepared by linebox studio, dated 2024-05-17, revision 14, dated 25-01-31.
5. **Building Elevations - East and North – Gladstone and Loretta Residential Tower, A5-101**, prepared by linebox studio, dated 2024-05-17, revision 14, dated 25-01-31.
6. **Landscape Plan Site Plan – 951 Gladstone Avenue & 145 Loretta Avenue, L1.0**, prepared by CSW, dated 08 AUG 2019, revision 13, dated 31 JAN 2025.
7. **Landscape Plan Phase I – 951 Gladstone Avenue & 145 Loretta Avenue, L1.1**, prepared by CSW, dated 08 AUG 2019, revision 13, dated 31 JAN 2025.
8. **Landscape Plan Masterplan – 951 Gladstone Avenue & 145 Loretta Avenue, L2.1**, prepared by CSW, dated 08 AUG 2019, revision 13, dated 31 JAN 2025.
9. **Landscape Plan Masterplan – 951 Gladstone Avenue & 145 Loretta Avenue, L2.2**, prepared by CSW, dated 08 AUG 2019, revision 13, dated 31 JAN 2025.
10. **Planting Plan Masterplan – 951 Gladstone Avenue & 145 Loretta Avenue, L2.3**, prepared by CSW, dated 08 AUG 2019, revision 13, dated 31 JAN 2025.
11. **Planting Plan Masterplan – 951 Gladstone Avenue & 145 Loretta Avenue, L2.4**, prepared by CSW, dated 08 AUG 2019, revision 13, dated 31 JAN 2025.
12. **Landscape Plan Details – 951 Gladstone Avenue & 145 Loretta Avenue, L3.0**, prepared by CSW, dated 08 AUG 2019, revision 13, dated 31 JAN 2025.
13. **Landscape Plan Details – 951 Gladstone Avenue & 145 Loretta Avenue, Sheet Number L3.1**, prepared by CSW, dated 08 AUG 2019, revision 13, dated 31 JAN 2025.

14. **Terrace Landscape Plan – 951 Gladstone Avenue & 145 Loretta Avenue**, L4.0, prepared by CSW, dated 014 NOV 2024, revision 2, dated 31 JAN 2025.
15. **Notes and Details Plan – 951 Gladstone Avenue and 145 Loretta Avenue North Mixed-Use**, C0.1, prepared by WSP, dated 2021-04-14, revision 8 dated 2025-01-31.
16. **General Arrangement Plan - Phase 1 - 951 Gladstone Avenue and 145 Loretta Avenue North Mixed-Use**, C0.2, prepared by WSP, dated 2021-04-14, revision 8, dated 2025-01-31.
17. **General Arrangement Plan - Master Plan - 951 Gladstone Avenue and 145 Loretta Avenue North Mixed-Use**, C0.3, prepared by WSP, dated 2021-04-14, revision 8, dated 2025-01-31.
18. **Removals Plan - Phase 1 - 951 Gladstone Avenue and 145 Loretta Avenue North Mixed-Use**, R1.0, prepared by WSP, dated 2021-04-14, revision 8, dated 2025-01-31.
19. **Removals Plan – Master - 951 Gladstone Avenue and 145 Loretta Avenue North Mixed-Use**, R1.1, prepared by WSP, dated 2021-04-14, revision 8, dated 2025-01-31.
20. **Grading Plan - Phase 1 - 951 Gladstone Avenue and 145 Loretta Avenue North Mixed-Use**, C1.1, prepared by WSP, dated 2021-04-14, revision 8, dated 2025-01-31.
21. **Grading Plan - Master - 951 Gladstone Avenue and 145 Loretta Avenue North Mixed-Use**, C1.2, prepared by WSP, dated 2021-04-14, revision 8, dated 2025-01-31.
22. **Servicing Plan - Phase 1 - 951 Gladstone Avenue and 145 Loretta Avenue North Mixed-Use**, C1.3, prepared by WSP, dated 2021-04-14, revision 8, dated 2025-01-31.
23. **Servicing Plan - Master - 951 Gladstone Avenue and 145 Loretta Avenue North Mixed-Use**, C1.4, prepared by WSP, dated 2021-04-14, revision 8, dated 2025-01-31.
24. **Erosion and Sediment Control Plan - Phase 1 - 951 Gladstone Avenue and 145 Loretta Avenue North Mixed-Use**, C1.5 prepared by WSP, dated 2021-04-14, revision 8, dated 2025-01-31.
25. **Servicing Profile and Details – Phase 1 - 951 Gladstone Avenue and 145 Loretta Avenue North Mixed-Use**, C1.6, prepared by WSP, dated 2021-04-14, revision 11, dated 2025-09-18.
26. **Servicing Profiles – Master - 951 Gladstone Avenue and 145 Loretta Avenue North Mixed-Use**, C1.7, prepared by WSP, dated 2021-04-14, revision 11, dated 2025-09-18.

And as detailed in the following report(s):

1. **Transportation Impact Assessment - 951 Gladstone Avenue and 145 Loretta Avenue North**, prepared by CGH Transportation, dated September 2024. PN: 2020-25
2. **951 Gladstone Avenue and 145 Loretta Avenue North TIA Update (Technical Memorandum)**, prepared CGH Transportation, dated 2024-11-22.
3. **Stormwater Management Report - 951 Gladstone Ave & 145 Loretta Ave N**, prepared by WSP, dated November 20, 2024.

4. **Servicing Report - 951 Gladstone Avenue and 145 Loretta Avenue North, Mixed-Use and Residential Development, Ottawa, ON**, prepared by WSP Group, dated November 20, 2024.
5. **Construction Impact Assessment Report - Proposed Mixed-Use Development - 951 Gladstone Avenue and 145 Loretta Avenue North, Ottawa, Ontario**, prepared by Paterson Group, dated September 24, 2021. File PG5517-MEMO.02.
6. **Hydrogeology Assessment – Proposed Mixed-Use Development – Loretta & Gladstone Avenue, Ottawa, Ontario**, prepared by Pinchin, dated August 13, 2024.
7. **Geotechnical Investigation - Proposed Mixed-Use Development - 951 Gladstone Avenue and 145 Loretta Avenue North, Ottawa, Ontario**, prepared by Paterson Group, revision 1 dated November 12, 2021, revision 2 dated July 2, 2024. Report PG5517-1.
8. **Phase Two Conceptual Site Model - 951 Gladstone Avenue and 145 Loretta Avenue, 971 Gladstone Avenue North, Ottawa, Ontario**, prepared by Pinchin Ltd., dated February 16, 2022, Project 285722.003.
9. **Proximity Study - Gladstone & Loretta, Ottawa** prepared by Entuitive, dated April 09, 2021, revised March 07, 2022, C019.1960.
10. **Phase One Environmental Site Assessment Update - 951 Gladstone Avenue and 145 Loretta Avenue North, Ottawa, Ontario**, prepared by Pinchin Ltd., dated October 19, 2021. Pinchin File: 285722.
11. **Phase Two Environmental Site Assessment - 951 Gladstone Avenue and 145 Loretta Avenue North, Ottawa, Ontario**, prepared by Pinchin Ltd., dated October 19, 2022. Pinchin File: 285722.003.
12. **Remedial Action Plan - 949, 949A, 949B, 951, 951A, 953, 955B, 957C and 971 Gladstone Avenue and 145 and 155 Loretta Avenue North, Ottawa, Ontario**, prepared by Pinchin Ltd., dated January 13, 2022, Pinchin File: 285722.003.
13. **Noise Impact Study – 145 Loretta Avenue & 951 Gladstone Avenue, Ottawa**, prepared by GHD, dated 12 January 2023.
14. **Noise Impact Study – Addendum – Tower A, 145 Loretta Avenue North, Ottawa**, prepared by GHD, dated November 25, 2024.
15. **Pedestrian Level Wind Study**, prepared by GRADIENTWIND, dated December 4<sup>th</sup>, 2024.
16. **Scoped Environmental Impact Statement**, prepared by Kilgour & Associates Ltd., dated July 19, 2021.
17. **Tree Conservation Report - Gladstone and Loretta**, prepared by CSW, 04 OCT 2018, revision 2, dated 09 APR 2021.
18. **Stage II Cultural Heritage Impact Statement & Conservation Plan – 145 Loretta Avenue & 951 Gladstone Avenue, Ottawa, Ontario**, prepared by Commonwealth Historic Resource Management, Version 5, dated October 2022.

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. Barrier Curbs**

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

### **3. Water Supply for Fire Fighting**

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

### **4. Reinstatement of City Property**

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

### **5. Construction Fencing**

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

### **6. Construct Sidewalks**

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

7. **Extend Internal Walkway**

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

8. **Completion of Works**

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

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

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

9. **Development Charges**

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

## Special Conditions – Overall

### 10. Phasing – Future Phases

The Owner acknowledges and agrees that the proposed development, including Tower A (Phase 1), Tower B (Future Phase) and Tower C (Future Phase), will be constructed in Phases, as shown on the approved Master Site Plan (A1-100a). The Owner acknowledges and agrees that this Site Plan Approval is related to Phase 1 lands, as shown on the approved Site Plan (A1-101), referenced in Schedule “E” herein. The Owner acknowledges and agrees that “Site Plan Control (Revision – Complex)” application(s) will be required for any future phase(s), including Tower B (Future Phase) and Tower C (Future Phase), as shown on the approved **Master Site Plan (A1-100a)** referenced in Schedule “E” herein, including the payment of any applicable fees and securities, and any other requirements that the City may require, all to the satisfaction of the General Manager, Planning, Development and Building Services.

### 11. Phasing Plan – Holding Symbol

The Owner acknowledges and agrees that, prior to building permit issuance, the Owner shall provide a phasing plan, such as a Letter of Undertaking (LOU), to identify how the remaining provisions of the holding symbol will be addressed in future phase(s) of the development, to the satisfaction of the General Manager, Planning, Development and Building Services. The Owner further acknowledges and agrees that, prior to building permit issuance for Tower B and Tower C, as shown on the approved **Master Site Plan (A1-100a)** referenced in Schedule “E” herein, the Owner shall address the following items:

- (a) A relocation strategy for the existing artist tenants has been submitted.
- (b) Confirmation of a secured affordable unit rent (artist tenants) within the Standard Bread Building for a period of 15 years with an approximate rent at 40% below market.
- (c) Construction of, or a cash payment contribution towards, a multiuse pathway along the east side of site north of Gladstone Avenue to the northern extent of the property limits.
- (d) Provisions for a public access easement on area intended to serve as privately-owned public space.
- (e) A phasing plan should the project be developed in phases and providing for elements to be provided with each phase of development.

## Special Conditions – Engineering

### 12. Asphalt Overlay

Due to the number of road cut permits required to service this phased development, the Owner shall install an asphalt overlay over the total area of the public driving surface of Loretta Avenue, including all combined servicing trenches (edge of trench to edge of trench & curb to curb), fronting the subject lands, as shown on the approved Grading Plan – Phase I and Grading Plan - Master, referenced in

Schedule “E” hereto. The overlay shall be carried out to the satisfaction of the General Manager, Planning, Development and Building Services. The Owner acknowledges and agrees that all costs are to be borne by the Owner.

### **13. Record of Site Condition – Phase 1 Development**

Prior to the issuance of any building permit for phase I lands of the this development (Tower 1), the Owner shall submit to the General Manager, Planning, Development and Building Services, and the Chief Building Official, a Record of Site Condition (“RSC”) completed in accordance with the *Environmental Protection Act*, R.S.O. 1990, c. E.19, *O.Reg. 153/04* (“*O.Reg. 153/04*”), as amended, and such RSC shall be acknowledged by the Ministry of the Environment, Conservation and Parks. The RSC shall confirm that all or part of the site is suitable for the proposed use in accordance with *O.Reg. 153/04*. The City may issue a building permit on a phased basis to allow for site investigation and remediation activities if permitted by *O.Reg. 153/04* which shall be at the sole discretion of the Chief Building Official.

Where available information reveals that contamination 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.

### **14. Protection of City Sewers**

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

- i. provide the General Manager, Planning, Development and Building Services with the engineering report from a Professional Engineer, licensed in the Province of Ontario, which report shall outline the impact of the proposed building's footing and foundation walls, on the City sewer system, that crosses the Gladstone and Lorretta Avenue (the “City Sewer System”) and the impact of the existing City Sewer System on the building’s footing and foundation walls;
- ii. obtain a legal survey acceptable to the General Manager, Planning, Development and Building Services and the City’s Surveyor, showing the existing City Sewer System within Gladstone and Lorretta Avenue and the location of the proposed building and its footings in relation to the City Sewer System;
- iii. obtain a video inspection of the City Sewer System within Gladstone and Lorretta Avenue prior to any construction to determine the condition of the existing City Sewer System prior to construction on the lands and to provide

said video inspection to the General Manager, Planning, Development and Building Services.

- (b) Upon completion of construction on the lands, the Owner shall, at its expense and to the satisfaction of the General Manager, Planning, Development and Building Services:
- i. obtain a video inspection of the existing City Sewer System within Gladstone and Lorretta Avenue, fronting the site, to determine if the City Sewer System sustained any damages as a result of construction on the lands; and
  - ii. assume all liability for any damages caused to the City Sewer System within Gladstone and Lorretta Avenue and compensate the City for the full amount of any required repairs to the City Sewer System.

**15. High Pressure Transmission Main**

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

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

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

#### **16. 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.

#### **17. Oil & Grit Separator**

The Owner agrees to install and maintain in good working order, the required oil & grit separator, that will meet the required removal of a minimum rate of 80% TSS, as per RCVA requirements and provide OGS sizing calculations and manufacturer specifications as recommended in the approved Functional Servicing and Stormwater Management Report referenced in Schedule "E" hereto. The Owner acknowledges and agrees to assume all maintenance and replacement responsibilities in perpetuity, including inspection and debris build-up removal every twelve (12) months, keep all records of inspection and maintenance in perpetuity and make said records available for inspection upon demand by the City.

#### **18. Internal Building Cisterns**

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, alarms 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.

**19. Stormwater Works Certification**

Upon completion of all stormwater management Works, the Owner acknowledges and agrees to retain the services of a Professional Engineer, licensed in the Province of Ontario, to ensure that all measures have been implemented in conformity with the approved Plans and Reports, referenced in Schedule “E” herein. The Owner further acknowledges and agrees to provide the General Manager, Planning, 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.

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

The Owner acknowledges and agrees to install and maintain in good working order the required in-ground stormwater inlet control devices, as recommended in the approved Servicing and SWM Reports, both prepared by WSP, dated August and April 2024, respectively, and referenced in Schedule “E” herein. The Owner further acknowledges and agrees it shall assume all maintenance and replacement responsibilities in perpetuity. The Owner shall keep all records of inspection and maintenance in perpetuity and shall provide said records to the City upon its request.

**21. 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.

**22. Water Demand for Fire Fighting**

The Owner acknowledges and agrees that the City's boundary conditions were provided for the subject development site setting out the available municipal water supply. The Owner further acknowledges and agrees that prior to building permit issuance, a letter shall be prepared by a qualified Building Code professional, licensed in the Province of Ontario, and provided to the General Manager, Planning, Development and Building Services confirming the plans submitted for building permit issuance have incorporated any and all requirements of the Fire Underwriters Survey, 2020, or as amended, to achieve the low construction coefficient used within the proposed building design.

**23. Off-site Contaminants – Phase 1 Development**

The Owner agrees to, within 6 months of registration of the Site Plan Agreement, enter into an Off-Site Contaminants Agreement, for Phase I lands of this development (Tower 1), 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.

**24. Off-Site Contamination Management Agreement – Phase 1 Development**

The Owner acknowledges and agrees that where contamination emanating from the Phase I lands of this development (Tower 1) 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.

**25. 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.

## **26. Site Lighting Certificate**

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

## **Special Conditions – Transportation and O-Train**

### **27. 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.

### **28. 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.

### **29. 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 Department.

### **30. Notice on Title – Light Rail Transit**

The Owner acknowledges and agrees that a notice shall be registered on title to the subject lands, at the Owner's expense. The Owner further acknowledges and agrees that such notice on title, or the clauses as written directly below, shall be included in all agreements of purchase and sale and lease agreements, and shall be included as information on all plans and documents used for marketing

purposes, to inform prospective purchasers and tenants of these matters. The notice on title shall include, but not be limited to, the following:

The Owner, or any subsequent owner of the whole or any part of the subject lands, acknowledges and agrees that all agreements of purchase and sale and lease agreements, and all information on all plans and documents used for marketing purposes, shall contain the following clauses which shall be covenants running with the subject lands for the benefit of the owner of the adjacent public transit light rail system and related bus infrastructure:

“The purchaser/lessee, for themselves, their heirs, executors, administrators, successors and assigns, acknowledges being advised that a public transit light rail system (hereinafter referred to as the “LRT system”) and related bus infrastructure are proposed to be located in proximity to the subject lands. The LRT system may be located in a tunnel adjacent to or under the subject lands, and the construction, operation and maintenance of the LRT system and related bus infrastructure may result in environmental impacts to the subject lands including, but not limited to, noise, including LRT system operational noise emanating from tunnel ventilation shafts and tunnel ventilation equipment noise for routine testing, vibrations, electromagnetic interferences, stray current transmissions, vehicle emissions, smoke and particulate matter (collectively referred to as the “Interferences”). The purchaser/lessee acknowledges and agrees that despite the inclusion of noise control features within the subject lands, Interferences may continue to be of concern, occasionally interfering with some activities of the occupants on the subject lands. Notwithstanding the above, the purchaser/lessee acknowledges and agrees to release and save harmless the City of Ottawa and OC Transpo from all suits, proceedings, claims, losses, judgments, damages (direct, indirect, consequential or otherwise), causes of actions, executions, liabilities, fees, and expenses including, without limitation, any professional, consultant and legal fees in connection with claims, loss of life, personal injury, damage to property, structural damage or any other loss or injury whatsoever arising from any Interferences experienced in the development from the construction, use, operation or maintenance of the LRT system and related bus infrastructure, in perpetuity.”

“The purchaser/lessee covenants with the vendor/lessor that the above clauses, verbatim, shall be included in all subsequent agreements of purchase and sale and lease agreements for the lands described herein, which covenants shall run with the said lands and are for the benefit of the owner of the adjacent LRT system and related bus infrastructure.”

**31. O-Train Trillium Line Corridor Crane Swing Agreement and Precautions**

(a) Prior to the issuance of any Building Permits beyond excavation and shoring, the Owner(s) shall enter into a Crane Swing Agreement with the City to the satisfaction of the Program Manager, Rail Contracts, operating as O-Train Trillium Line, in consultation with the General Manager, Planning Development & Building Services Department.

- (b) The Owner shall be responsible for all costs of preparation and registration of the required Crane Swing Agreement including the costs of the City-appointed third-party engineer to review of plans together all costs associated with the City's Stage 2 Contractor's review as well. Prior to execution of the said Crane Swing Agreement by the City, the Owner shall provide to the Program Manager, Rail Contracts, operating as the O-Train Trillium Line, plans, stamped by an Ontario Professional Structural Engineer, identifying the location and description of the type of crane(s) that will be on site (including any existing cranes on the property) to determine if the mast or the arms of the crane would be entering the air rights of the rail corridor adjacent to 951 Gladstone Avenue and 145 Loretta Avenue. No crane(s) is to be assembled on site until the specifications of the crane(s) are provided to and approved by the Program Manager, Rail Contracts, operating as the O-Train Trillium Line and the Owner has executed the Crane Swing Agreement.
- (c) The Owner further acknowledges and agrees that if a crane does enter the aerial rights of the rail corridor (including the crane arm while swinging free) without a signed Crane Swing Agreement, such action will be in violation of the Section 26.1 of the Railway Safety Act, and the Owner shall immediately cease use of the crane.
- (d) Despite (a) above, no permit shall be issued for excavation and shoring if the Owner(s) has not demonstrated to the satisfaction of the Program Manager, Rail Contracts, operating as O-Train Trillium Line, in consultation with the General Manager, Planning, Development and Building Services that:
- i. The arms of excavators are not able to reach over the O-Train Trillium Line corridor fence line when the arm is fully extended;
  - ii. The arms of equipment for piling, including a mobile crane with belt treads that could be involved in the installing of pilings, shall not reach over the O-Train Trillium Line corridor fence line when fully extended when undertaking any works, including installing and removing the pilings, and when the pilings are being moved.
- (e) The Owner(s) acknowledges that should there be any deviation from conditions a) through d) above, that the contractor will be given notice that they are to relocate their equipment, or otherwise remedy the problem immediately, and this could result in the O-Train Trillium Line ceasing activity or the City's Stage 2 Contractor ceasing construction adjacent to the railway corridor until it is verified how the contractor can work without affecting the safety of the O-Train Trillium Line corridor.

### **32. O-Train Trillium Line Lands Access**

The Owner shall contact the Program Manager, Rail Contracts, operating as O-Train Trillium Line, before it or any of its representatives enter onto the O-Train lands adjacent to 951 Gladstone Avenue and 145 Loretta Avenue, to obtain

permission to enter onto the O-Train Trillium Line lands, and the Owner(s) acknowledges and agrees to make arrangements for any required safety precautions (such as the provision of a flag-person at the Owner's cost).

### 33. **O-Train Trillium Line Agreements and Memorandum of Understanding**

The Owner acknowledges and agrees that it shall enter into the following agreements (where and when applicable) with the City of Ottawa with respect to construction within or proximity to the City owned LRT /Rail corridor lands:

- (i) **Memorandum of Understanding** – for the construction of the parking garage as it impacts the rail corridor and operations of the rail corridor. The “Memorandum of Understanding” shall be entered into prior to the issuance of a building permit , including excavation;
- (ii) **Construction Agreement** – for the scope and terms of work for the construction impacts on the rail corridor. The “Construction Agreement” shall be entered into prior to issuance of a building permit including excavation;
- (iii) **Operation and Maintenance Agreement** – for the operation and maintenance of the parking garage components (such as ventilation systems, soffit elements, access, etc.) that impact the rail corridor. The “Operation and Maintenance Agreement” shall be entered into within twelve (12) months following the issuance of the building permit;
- (iv) **Land Occupancy Agreement** - for the agreement of the Owner to occupy City owned land, including air rights over the rail corridor. The “Land Occupancy Agreement” shall be entered into prior to the issuance of a building permit for the parking garage including excavation; and
- (v) **Crossing Agreement/License** – for the purpose of entering into or adjacent to the LRT corridor over the long term. The “Crossing Agreement/License” shall be entered into prior to the issuance of a building permit for the parking garage including excavation.
- (vi) **Crane swing agreement** - for the use of a tower crane or equipment (including cement truck with extension) with booms that have the chance to enter into the rail corridor property, which shall be to the satisfaction of the Director of Rail Construction Program.

All which shall be to the satisfaction of both the General Manager, Planning, Development and Building Services and the Director of Rail Construction Program unless otherwise agreed to by the General Manager, Transit Service Department.

### **34. Trillium Line Impacts**

- (a) The Owner acknowledges and agrees that it shall be fully responsible, including costs, for rectifying any deleterious effects that its' construction has on existing infrastructure within the Trillium Line ROW, including but not limited to drilling, cutting and/or blasting rock that will induce appreciable magnitudes of vibrations that may be detrimental to the track, which shall be to the satisfaction of the Director of Rail Construction Program.
- (b) The Owner acknowledges and agrees that it shall build the proposed development and works in a manner that will not preclude the future widening of the rail corridor for double tracking and/or to include widening of the corridor, which shall be to the satisfaction of both the General Manager, Planning, Development and Building Services and the Director of Rail Construction Program.
- (c) The Owner acknowledges and agrees that it shall be required to coordinate with the City on elements such as tunnel ventilation systems, life safety systems, and/or other City required infrastructure that are otherwise required if the construction of the proposed development and works were undertaken in a manner that encloses the light rail guideway, which shall be to the satisfaction of the Director of Rail Construction Program.
- (d) The Owner acknowledges and agrees that it shall be responsible for addressing all rail regulatory matters, minimize interference with rail operations, minimizing interference with rail maintenance including the current DBFM contractor (if applicable) and to address as required any impacts on City utilities and/or third-party utilities in the rail corridor, which shall be to the satisfaction of the Director of Rail Construction Program.
- (e) The Owner acknowledges and agrees that it shall construct the proposed development and works to not preclude future electrification of the Trillium Line (double tracks). This includes possibly supporting overhead electrification, which shall be to the satisfaction of the Director of Rail Construction Program.
- (f) The Owner acknowledges and agrees that it shall design their facilities to prevent any deleterious effects caused by future electrification. The Owner further acknowledges and agrees that its' design shall not pose any restrictions on the electrification, which shall be to the satisfaction of the Director of Rail Construction Program.
- (g) The Owner acknowledges and agrees that it shall consider the effects of trains through the corridor (noise, vibration, etc.) on its' design. The Owner acknowledges and agrees that its' design shall not pose any

restrictions on the Trillium Line operations, which shall be to the satisfaction of the Director of Rail Construction Program.

- (h) The Owner acknowledges and agrees that construction methodology, timing, and scheduling shall be submitted for review and approval by the Transit Services Department / Rail Construction Program Office, to ensure that there are no impacts on the Stage 2 Ottawa Light Rail Transit (OLRT) thirty (30) days prior to the commencement of work of any site Works and/or building permits being issued, including conditional permits. The Owner agrees that it shall provide the following documents, to the satisfaction of the Director, Rail Construction Program:
- i. Structural drawings;
  - ii. Foundation drawings;
  - iii. Excavation methods and drawings;
  - iv. Shoring methods and drawings;
  - v. Crane locations;
  - vi. Staging of operations;
  - vii. Traffic management plan
  - viii. Assessment of potential changes, due to blasting, in the soil and rock characteristics and strength and the groundwater regime; and
  - ix. Construction schedule (including anticipated dates, type of construction activity and contact person for coordination).

### **35. Use of Rock Anchors / Tie-Backs**

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

### **36. Multi Use Pathway (MUP) Design and Construction**

- (a) The Owner acknowledges and agrees that the Owner is responsible for all costs associated with the design and construction of the Multi-Use Pathway (MUP) along the west side of the Trillium Rail Corridor parallel with Loretta Avenue North, between the northern limits of the subject lands and Gladstone Avenue, as shown on the approved Landscape Plan(s) referenced in Schedule "E" herein. The Owner further acknowledges and agrees that a final asphalt MUP shall be constructed, prior to the occupancy of Phase 2 of the development, to the satisfaction of General Manager, Planning, Development and Building Services and to the satisfaction of Rail Property, Rail Contracts and Rail Right-of-way. The Owner acknowledges and agrees to provide securities to the City for all costs associated with the construction of the MUP, prior to building permit issuance of Phase 2 of the development. Should a temporary MUP be constructed prior to the development of Phase 2, the MUP shall consist of a base asphalt path and shall be constructed along the entirety of Phase 1 with a connection to the existing emergency pathway access to the Corso Italia O-train Station platform.
- (b) The Owner acknowledges and agrees to submit to the General Manager, Planning, Development and Building Services and Rail Property, Rail Contracts and Rail Right-of-way, prior to issuance of a building permit for Phase 2 of the development, a detailed multi-use pathway design package (Laurel Street to Gladstone Avenue) based on the functional multi-use pathway design, as shown on the approved Landscape Plans referenced in Schedule "E" hereto. The detailed multi-use pathway package 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 Department and to the satisfaction of Rail Property, Rail Contracts and Rail Right-of-way. The detailed multi-use pathway package shall generally be consistent with the Ideal Engineering Submission outlined in Appendix E of the 2017 TIA Guidelines, and shall include cross-sections, grading, removals, reinstatements, pavement markings, and signage.
- (c) Further to condition (b) above, the Owner acknowledges and agrees to address the following in the detailed multi-use pathways design package:
- i. Cross-Section C should also have a 1.37m-high barrier; the slope adjacent to the pathway is labelled as 55% in drawing L2.2, which is greater than the 1:3 slope that would trigger the OTM Book 18 recommendation for a protective fence, railing, or barrier.
  - ii. The Cross-Section A should be taller than shown (1.37m).
  - iii. The potential termination of the proposed pathway at the northern edge of the unit paver plaza at Gladstone Avenue.

### **37. Slope Stability**

The Owner(s) shall have a Professional Structural Engineer and a Soils Engineer, licensed in the Province of Ontario to inspect and confirm the constructed

retaining walls have been constructed in accordance with the approved Slope Stability Analysis Report and the Approved Retaining Wall Plan, all to the satisfaction of General Manager, Planning, Development and Building Services and to the satisfaction of Rail Property, Rail Contracts and Rail Right-of-way.

**38. Retaining Wall**

The Owner agrees to submit to the General Manager, Planning, Development and Building Services and to Rail Property, Rail Contracts and Rail Right-of-way, prior to issuance of a building permit, details of the retaining walls which are greater than one metres in height, as shown on the approved Landscape Plan referenced in Schedule "E" hereto, which shall be designed and prepared by a Professional Structural Engineer, licensed in the Province of Ontario, to the satisfaction of the General Manager, Planning, Development and Building Services Department and to the satisfaction of Rail Property, Rail Contracts and Rail Right-of-way. The Owner shall provide confirmation to the General Manager, Planning, Development and Building Services Department and to the satisfaction of Rail Property, Rail Contracts and Rail Right-of-way that the Professional Structural Engineer has inspected and confirmed that the retaining walls have been constructed in accordance with the approved retaining wall details.

**39. Maintenance and Liability Agreement for Landscaping**

The Owner acknowledges and agrees it shall be required to enter into a Maintenance and Liability Agreement with the City, for those elements which are to be located in the City's ROW(s) O-train Corridor, Gladstone Avenue and Loretta Avenue N, as shown on the approved Site Plan(s) and Landscape Plan(s) referenced in Schedule "E" herein, excluding the multi-use pathway, but including all plant and landscaping material (except municipal trees), and landscape concrete pavers and pathways to be constructed/placed in the ROW. 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.

**Special Conditions – Noise**

**40. 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 / rail may be of concern, occasionally interfering with some activities of the dwelling occupants as the outdoor sound level exceeds the City of Ottawa’s and the Ministry of the Environment, Conservation and Parks’ noise criteria.”

#### Type 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.”

#### Type E – Proximity to Adjacent Industry

“The purchaser/lessee for themselves, their heirs, executors, administrators, successors and assigns, acknowledges being advised that due to the proximity of the adjacent commercial building(s) / facility, sound levels from the commercial building(s) / facility may at times be audible.”

#### 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.”

#### **41. Notice on Title – Canada Bank Note (CBN)**

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, all residential tenancy agreements, any condominium declaration and all leases in regard to any portion of the TIP Lands and all information on all plans and documents used for marketing purposes, to inform prospective purchasers and tenants of these matters. The notice on title shall include, but not be limited to, the following:

The Owner, or any subsequent owner of the whole or any part of the subject lands, acknowledges and agrees that all agreements of purchase and sale and lease agreements, all residential tenancy agreements, any condominium declaration and all leases in regard to any portion of the TIP Lands and all information on all plans and documents used for marketing purposes, shall

contain the following clauses which shall be covenants running with the subject lands for the benefit of the owner of the adjacent Canada Bank Note Company Limited:

“Purchasers/tenants are advised that this development is in close proximity to Canadian Bank Note Company Limited’s industrial manufacturing facility located at 975 Gladstone Avenue, Ottawa (the “Gladstone Facility”) which operates 24 hours a day, 7 days a week. Various processes, including shipping and receiving, either operate continuously or at any time of day or night. Activities may include idling, loading and unloading of trucks, repair of trucks, vehicle back up alarms, snow removal, operation of various manufacturing processes, heating, air conditioning, and ventilation, employee and contractor pedestrian and vehicle movements. In addition, there may be industrial noise emissions, emanating from the Gladstone Facility on a continuous basis or from time to time that may be detectable within this development.”

“Purchasers/tenants and other occupants are advised that this development has been classified as a Class 4 receptor under Ministry of the Environment, Conservation and Parks Environmental Noise Guideline - Stationary and Transportation Sources - Approval and Planning, Publication NPC-300 (“NPC-300”). The Class 4 noise limits are permitted at this development under By-law No. 2017-255: A By-law of the City of Ottawa respecting noises. The Gladstone Facility has planned mitigative measures to mitigate the impact of noise emissions at the development.”

“The noise limits for a Class 4 receptor in NPC-300 are based on the assumption that windows and exterior doors are closed. These dwelling units have been supplied with a ventilation/air conditioning system which will allow windows and exterior doors to remain closed. Occupants are advised to close windows if they experience disturbance from noise outside the building.”

“Notwithstanding the inclusion of certain mitigation features within this development to lessen potential noise from the Gladstone Facility, noise from the Gladstone Facility will be generated on a regular basis and such noise may be audible from indoor and outdoor areas of this development. In particular the noise generated from the back up beepers on trucks and snow removal equipment may be significant and aggravating.”

“An application may be made to alter or expand the Gladstone Facility in the future.”

“Purchasers/tenants are advised that the owner of the Gladstone Facility will not be responsible for any impacts upon the development or its owners or occupants or for any complaints or claims arising from noise that is within Class 4 limits for any of the reasonable industrial activities at or relating to the Gladstone Facility, property or operations thereon. An agreement under the Industrial and Mining Lands Compensation Act will be registered on title to the lands for the development and the Gladstone Facility.”

#### **42. Stationary Noise Study**

The Owner covenants and agrees that is shall retain the services of an professional engineer licensed in the Province of Ontario to provide a Stationary Noise Study (the “Report”) for review to Development Review (PRED-DR), prior to issuance of a building permit, further to City comments and requirements. The Owner further acknowledge and agrees that is shall provide the General Manager, Planning, Development & Building Services Department (PDBSD) with confirmation issued by the professional engineer that the Owner has complied with all recommendations and provisions of the Report, prior to building occupancy, which confirmation shall be to the satisfaction of the General Manager, Planning Development & Building Services Department.

### **Special Conditions – Engineering**

#### **43. 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, prepared by Paterson Group Inc., dated July 2, 2024 (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.

#### **44. Geotechnical – Encroachments**

The Owner acknowledges and agree that the Paterson Group Inc., dated July 2, 2024 has recommended a method of shoring that may encroach onto the adjacent property or onto the City’s Lorretta and Gladstone Avenue 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.

#### **45. 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.

#### **46. Loretta Infrastructure Works**

- (a) The Owner acknowledges and agrees that the City did not install any service stubs for the development during the Loretta Avenue North and Laurel Street Road Reconstruction project (No. CP000245).
- (b) The Owner acknowledges and agrees that, prior to building permit issuance, the final plan(s) shall provide confirmation that the items listed below will be implemented in the City's public right-of-way along Loretta Avenue, to the satisfaction of the General Manager, Planning, Development and Building Services:
  - i. Adjustment of catch basin lids adjacent to the Owner's property from surface-inlet to curb-inlet lids.
  - ii. Abandonment (via grout fill) of existing 300mm combined sewer on Loretta Ave between Laurel St and Gladstone Ave, as per City of Ottawa Standard Detail Drawing S11.4.
  - iii. Blanking of existing watermain connection servicing 145 Loretta Avenue, at main.
  - iv. Installation of a Raised Crosswalk per City Standards across the north side of Gladstone/Loretta intersection.
  - v. Adjustment of Gladstone/Loretta northeast corner curb to increase the radius to R12m.
- (c) Notwithstanding clause (b) above, the Owner acknowledges and agrees that, prior to building permit issuance of the first phase of development, as shown on the approved Site Plan referenced in Schedule "E", the final plan(s) need only provide confirmation that the items listed below will be implemented in the City's public right-of-way along Loretta Avenue to the extent of the frontage of the first phase, to the satisfaction of the General Manager, Planning, Development and Building Services:
  - i. Adjustment of catch basin lids adjacent to the Owner's property from surface-inlet to curb-inlet lids.
  - ii. Blanking of existing watermain connection servicing 145 Loretta Avenue, at main.

### **Special Conditions – Planning and Other**

#### **47. Heritage Permit Application**

The Owner acknowledges and agrees to apply for a heritage permit under Section 33 (1) of the Ontario Heritage Act, prior to the site plan control (revision) applications for a future phase of development that includes the Standard Bread

Building at 951 Gladstone Avenue, which is designated under Part IV of the Ontario Heritage Act.

**48. Permanent Encroachment Agreement**

The Owner acknowledges and agrees to enter into a permanent Encroachment Agreement to permit the encroachment of the curbs, bicycle racks, planter beds with precast retaining walls, precast stairs, seating benches to be constructed within the City's Gladstone Avenue and Loretta Avenue North right-of-ways. The Owner shall, at its expense, provide a reference plan for registration, indicating the approved encroachments, and the Owner shall submit the draft reference plan to the City's Surveyor for review and approval prior to its deposit in the Land Registry Office. The Owner further acknowledges and agrees that the cost of preparation and registration of the Encroachment Agreement will be borne by the Owner.

**49. Letter of Tolerance – Right-of-Way**

The Owner shall, within two (2) weeks of Site Plan Control Approval, file with the General Manager, Planning, Development and Building Services a copy of the letter of tolerance issued by the Right-of-Way Unit for the encroachment of the curbs, bicycle racks, planter beds with precast retaining walls, precast stairs, seating benches to be constructed within the City's Gladstone Avenue and Loretta Avenue North right-of-ways, as shown on the approved Landscape Plan – Phase I and Landscape Plan – Master Plan, referenced in Schedule "E" herein.

**50. Waste Collection**

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

**51. Exterior Elevations Drawings**

The Owner acknowledges and agrees to construct the proposed building in accordance with the approved "**Building Elevations - West and South**" and "**Building Elevations - East and North**" 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.

## **52. Cash Contribution – Ward 15 Affordable Housing**

The Owner acknowledges and agrees that a cash contribution to the Ward 15 Affordable Housing fund, which stemmed from an original Section 37 requirement, was approved by Council on November 9, 2022, and was therefore included in the details of the holding symbol that was implemented in the approved zoning for the subject lands. The Owner acknowledges and agrees to pay a minimum of \$1,000,000 towards the Ward 15 Affordable Housing fund, as referenced in Schedule “B” herein. The Owner acknowledges and agrees that the total fee will be indexed upwardly from the date of site plan approval. The Owner acknowledges and agrees that a minimum 50 per cent of the total fee, indexed upwardly, will be paid prior to building occupancy permit issuance of Phase 1 (Tower A), as shown on the approved **Site Plan**, referenced in Schedule “E” herein. The Owner acknowledges and agrees that the remaining percentage of the total fee, indexed upwardly, will be paid prior to building occupancy permit issuance of Phase 2 (Tower B and/or Tower C), as shown on the approved **Master Site Plan**, referenced in Schedule “E” herein. The Owner acknowledges and agrees that securities will not be reduced to below 50 per cent until the total fee for each phase has been paid.

## **53. Cash Contribution – Laurel Street pedestrian bridge**

The Owner acknowledges and agrees that a cash contribution to the Laurel Street pedestrian bridge (Ward 15), which stemmed from an original Section 37 requirement, was approved by Council on November 9, 2022, and was therefore included in the details of the holding symbol that was implemented in the approved zoning for the subject lands. The Owner acknowledges and agrees to pay a minimum of \$1,000,000 towards the Laurel Street pedestrian bridge (Ward 15), as referenced in Schedule “B” herein. The Owner acknowledges and agrees that the total fee will be indexed upwardly from the date of site plan approval. The Owner acknowledges and agrees that a minimum 50 per cent of the total fee, indexed upwardly, will be paid prior to building occupancy permit issuance of Phase 1 (Tower A), as shown on the approved **Site Plan**, referenced in Schedule “E” herein. The Owner acknowledges and agrees that the remaining percentage of the total fee, indexed upwardly, will be paid prior to building occupancy permit issuance of Phase 2 (Tower B and/or Tower C), as shown on the approved **Master Site Plan**, referenced in Schedule “E” herein. The Owner acknowledges and agrees that securities will not be reduced to below 50 per cent until the total fee for each phase has been paid.

## **54. Privately Owned Public Space (POPS)**

(a) Prior to building occupancy, the Owner shall grant to the City, at no cost to the City, a 444.8 square metres easement area for public access within Phase 1 (Tower A) development lands, in the area generally south of Tower A, as shown on the approved "**Master Site Plan (A1-100a)**" plan referenced in Schedule “E” hereto, to the satisfaction of the City. The Owner shall provide a Reference Plan for registration, indicating the public access 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. The Owner acknowledges and agrees that site securities will not be reduced to below 50 per cent until the easement is registered.

- (b) The Owner acknowledges and agrees it shall be required to enter into a Maintenance and Liability Agreement with the City, for those elements which are to be located in a 444.8 square metre (sqm.) easement area for public access within Phase 1 (Tower A) development lands, in the area generally south of Tower 3, as shown on the approved "**Master Site Plan (A1-100a)**" plan referenced in Schedule "E" hereto, including but not limited to all plant and landscaping material, decorative paving and bicycle parking spaces to be constructed/placed in this area. 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.

**55. Parkland Dedication**

- a) The Owner acknowledges and agrees that the parkland dedication conveyance requirement to the City is 221.42 square metres.
- b) The Owner covenants and agrees that the conveyance requirement has been calculated in accordance with the gross land area, as defined by Parcel 1 in the Part-Lot Control application D07-08-25-0018, being Phase 1 (Tower A) of Site Plan Control Application D07-12-21-005 and, as shown on the approved Master Site Plan referenced in Schedule "E" herein, at the rate set out below in accordance with the Parkland Dedication By-law No. 2022-280, as amended:
  - (i) For cash-in-lieu of conveyance of parkland (residential > 18 units/net ha):
    - i. one hectare per 1,000 net residential units but shall not exceed a maximum of 10% of the gross land area where less than or equal to five hectares.

<b>CILP CALCULATION TABLE:</b>			
Input Site and Proposal Details			
<b>Gross Land Area (GLA) Tower A/Phase 1</b>			2214.2
sq m			
		<b>Existing</b>	<b>Proposed</b>
<b>Dwelling units</b>			350
<b>CILP Conveyance Requirement</b>			
<b>Conveyance Type</b>	<b>Rate</b>	<b>Max Res Conveyance Requirement</b>	<b>Applicable Conveyance</b>

		(10% GLA)	of	
CILP/Res	1:1000	221.42		221.42
<b>Conveyance Requirement</b>				<b>221.42</b> sq m

- c) The Owner acknowledges and agrees that the balance of the development site, being future phase(s) (Tower B and Tower C) as shown on the approved Master Site Plan in Schedule “E” herein, and the remaining parcels subject to the Part-Lot Control application D07-08-25-0018, are subject to the Parkland Dedication By-law requirements in force and effect at the time of Site Plan Control application submission for those future phases.

**56. Cash-In-Lieu of Conveyance of Parkland**

Prior to the issuance of a building occupancy permit, 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 (Account 830015), being \$185,767.27 and 60% shall be directed to Ward 15 funds (Account 830304), being \$278,650.90. The Owner shall also pay the parkland appraisal fee of \$850.00 plus H.S.T. of \$110.50, as referenced in Schedule “B” herein.

**57. Endangered Species**

The Owner acknowledges and agrees to the following:

- (a) That the final approval EIS report and accompanying recommendations shall be implemented.
- (b) That the Owner shall provide a copy of the Information Gathering Form submitted to the MECF as it concerns the *Endangered Species Act*.

**58. Corner Sight Triangle**

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 triangle measuring 5.0 metres x 5.0 metres at the intersection of Gladstone Avenue and Loretta Avenue, as shown on the approved “**Master Site Plan (A1-100a)**” referenced in Schedule “E” herein. 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 Clerk and Solicitor prior to the execution of this Agreement by the City. All costs shall be borne by the Owner.

**59. Road Widening**

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 Gladstone Avenue frontage of the lands measuring between 0.5 metres and 2.0 metres, as shown on the approved "**Master Site Plan (A1-100a)**" referenced in Schedule "E" herein. 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.

February 24, 2026

\_\_\_\_\_  
Date



\_\_\_\_\_  
Andrew McCreight  
Manager, Development Review  
Central, Planning, Development and  
Building Services Department

Attach: Site Plan Control Application – Supporting Information

**SITE PLAN CONTROL APPLICATION  
SUPPORTING INFORMATION**

**File Number:** D07-12-21-0053

**SITE LOCATION**

951 Gladstone Avenue and 145 Loretta Avenue , and as shown on Document 1.

**SYNOPSIS OF APPLICATION**

The subject lands are located in the Hintonburg neighbourhood and consists of two lots known as 951 Gladstone Avenue and 145 Loretta Avenue North. The property is approximately one hectare in size with 95 metres of frontage along Gladstone Avenue and 151 metres of frontage along Loretta Avenue. It is bound by the O-Train Line 2 (Trillium Line) corridor to the east. A four-storey artist studio (Standard Bread Building), a one-storey light industrial building (Gladstone Centre), two two-storey mixed-use buildings, and surface parking lots currently occupy the site. Phase 1 lands are situated at the most northern part of 951 Gladstone and 145 Loretta Avenue North.

The surrounding area includes a mix of light industrial uses, low-rise residential and commercial uses. To the north, the site abuts a one-storey light industrial building. To the east, the site abuts the O-Train Line 2 (Trillium Line) corridor and the future Corso Italia O-Train Station. Beyond the transit corridor to the east, are mixed-use, commercial, and residential uses (Little Italy). To the south, the site abuts Gladstone Avenue, beyond which is a three-storey light industrial building. To the west, the site abuts the Loretta Avenue North, beyond which is a one-storey Canadian Bank Note Company building. The area further west is predominately low-rise residential uses.

The proposed development consists of three high-rise buildings at 30, 33 and 35 storeys with approximately 900 dwelling units, 526 total parking spaces (underground parking garage), 694 bicycle parking spaces, office and retail space, 5,400 sqm. of amenity space and 1,018 sqm. of Privately Owned Public Space (POPS) areas. Phase 1 (Tower A) consists of a 30-storey residential tower, including approximately 350 units, 118 residential parking spaces, 30 visitor parking spaces, 2,283 sqm. of amenity space and a 444.8 sqm. POPS. The conditions of site approval satisfy site development requirements specific to Phase 1 (Tower A), including the requirements of the holding symbol (per the zoning). Future phases will be subject to future site plan control revision applications.

**Residential Units and Types**

Dwelling Type	Number of Units		
	Tower A (Phase 1)	Tower B (Future Phase)	Tower C (Future Phase)
Apartment	350	271	279

## **Related Applications**

The following applications are related to this proposed development:

- Official Plan Amendment - D01-01-25-0019
- Zoning By-law Amendment - D02-02-25-0057
- Zoning By-Law Amendment - D02-02-18-0099

## **DECISION AND RATIONALE**

This application is approved for the following reasons:

- The proposal is subject to the policies of the Official Plan and the West Downtown Core Secondary Plan (Corso Italia District). The proposal is in conformity with the Official Plan and Secondary Plan.
- The proposal conforms to the zoning approved by Council in November 2022. The proposal (Tower A), together with Tower B and Tower C (future development phases), are to be treated as one lot for zoning purposes. A partial lifting of the holding symbol is hereafter supported by the inclusion of conditions of approval.

Conditions 52 and 53 are tied to the following items of the existing holding symbol:

- \$1,000,000 contribution, indexed upwardly from the date of Site Plan approval towards Ward 15 affordable housing.
- \$1,000,000 contribution, indexed upwardly from the date of Site Plan approval, towards the construction of the Laurel Street pedestrian bridge

As of the date of this site plan approval, the above-noted holding symbol items are required by the existing MC(2830) S466-h1 and, therefore, conditions 52 and 53 are included in this approval.

However, as of the date of this site plan approval, City staff received a request from the applicant, supported by a rationale from their solicitor, to remove the above-noted contributions through the concurrent and active Official Plan Amendment (D01-01-25-0019) and Zoning By-law Amendment (D02-02-25-0057) applications. Therefore, conditions 52 and 53 maybe modified or removed in advance of the registration of the Site Plan Agreement, depending on the pending Council decision.

- The proposed development is consistent with the City's transit-oriented development guidelines and the urban design guidelines for high-rise buildings.
- The recommended conditions of approval satisfy site development requirements, including the requirements of the holding symbol applicable to Phase 1 (Tower A). The development of Towers B and Towers C will not be permitted until all

remaining holding items are satisfied.

## **PARKLAND DEDICATION**

Parkland dedication, in accordance with By-law 2009-95, is being satisfied within this approval through the taking of 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. A formal review meeting was held on October 6, 2022. Recommendations were successful in aiding in the refinement of the site layout and building design.

## **CONSULTATION DETAILS**

### **Councillor's Comments**

Councillor Jeff Leiper was aware of the application related to this report. Councillor has concurred with the proposed conditions of approval.

### **Public Comments**

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

### **Technical Agency/Public Body Comments**

All technical agency correspondences were forwarded to the applicant, and the applicant was advised to contact technical agencies directly for additional information and requirements.

### **Advisory Committee Comments**

N/A

## **APPLICATION PROCESS TIMELINE STATUS**

This Site Plan application was not processed by the On Time Decision Date due to the complexity of issues in which arose during the development review process.

**Contact:** Eric Forhan Tel: 613-580-2424 extension 21891 or e-mail: [eric.forhan@ottawa.ca](mailto:eric.forhan@ottawa.ca)

# Document 1 – Location Map



		LOCATION MAP / PLAN DE LOCALISATION SITE PLAN / PLAN D'EMPLACEMENT	
D07-12-21-0053	21-0726-D		<b>951 av. Gladstone Avenue</b> <b>145 av. Loretta Avenue N.</b>
I:\CO\2021\Site\Gladstone_951_Loretta_145			
<small>©Parcel data is owned by Teranet Enterprises Inc. and its suppliers. All rights reserved. May not be produced without permission. THIS IS NOT A PLAN OF SURVEY.</small>			
<small>©Les données de parcelles appartient à Teranet Enterprises Inc. et à ses fournisseurs. Tous droits réservés. Ne peut être reproduit sans autorisation. CECI N'EST PAS UN PLAN D'ARPENTAGE.</small>			
REVISION / RÉVISION - 2021 / 05 / 07			
			