



**SITE PLAN CONTROL APPLICATION  
DELEGATED AUTHORITY REPORT  
PLANNING, REAL ESTATE AND ECONOMIC DEVELOPMENT DEPARTMENT**

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Site Location: 6301 Campeau Drive

File No.: D07-12-20-0171

Date of Application: December 7, 2020

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This SITE PLAN CONTROL application submitted by Dennis Jacobs, on behalf of Bayview Hospitality Holdings Ltd., is APPROVED as shown on the following plan(s):

1. **Site Plan – Parcel 2**, prepared by Fabiani Architect Ltd., dated November 26, 2020, revision 14 dated July 29, 2022
2. **Landscape Details**, L200, prepared by WSP, dated August 28, 2020, revision 11 dated August 18, 2022.
3. **Landscape Plan**, L100, prepared by WSP, dated August 28, 2020, revision 11 dated August 18, 2022.
4. **Notes and Details**, C01A, prepared by WSP, dated December 4, 2020, revision 8 dated April 26, 2022,
5. **Design Table Parcel 2**, C01B, prepared by WSP, dated December 4, 2020, revision 10 dated August 4, 2022.
6. **Grading Plan Parcel 2**, C03, prepared by WSP, dated December 4, 2020, revision 10 dated August 4, 2022.
7. **Servicing Plan parcel 2**, C05, prepared by WSP, dated December 4, 2020, revision 10 dated August 4, 2022
8. **Erosion and Sedimentation Control Plan Parcel 2**, C09, prepared by WSP, dated December 4, 2020, revision 11 dated August 4, 2022
9. **Apartment C North and East Elevations**, A-310C, prepared by Fabiani Architect Ltd., dated November 26, 2020, revision 3 dated August 10, 2022.
10. **Apartment C South and West Elevations**, A-311C, prepared by Fabiani Architect Ltd., dated November 26, 2020, revision 3 dated August 10, 2022.
11. **Typical Townhouse Elevations**, A320, prepared by Fabiani Architect Ltd., dated November 26, 2020, revision 2 dated May 4, 2021.
12. **Typical Townhouse Elevations**, A321, prepared by Fabiani Architect Ltd., dated November 26, 2020, revision 2 dated May 4, 2021.

And as detailed in the following report(s):

1. **Subsurface Investigation Report**, prepared by Yuri Mendez Engineering, March 25, 2021

2. **Subsurface investigation report 46-BHH-R2 Acknowledgment addendum for the referenced report**, prepared by Yuri Mendez Engineering, dated April 11, 2022
3. **Shoring along the westerly and southerly most blasting line of drilling for the referenced development shown in figure 1 in page 1**, prepared by Yuri Mendez Engineering, dated October 28, 2021
4. **Review from the geotechnical stand point based on the findings reported in Subsurface Investigation Report 46-BHH-R1**, prepared by Yuri Mendez Engineering, dated November 25, 2020
5. **Noise Impact Study**, prepared by Trans-Plan, dated May 2021
6. **Servicing Report**, prepared by WSP, dated December 4, 2020, revision 3 dated August 20, 2021
7. **Stormwater Management Report**, prepared by WSP, dated December 4, 2020, revision 3 dated August 20, 2021
8. **Addendum Letter for Civic Servicing and SWM Reports for Parcel 2 only**, prepared by WSP, dated March 31, 2022
9. **Flow Control Roof Drainage Declaration**, prepared by Design Works Engineering, dated March 31, 2022
10. **Traffic Impact Assessment**, prepared by Trans-Plan, dated August 18, 2021
11. **Addendum to Traffic Impact Assessment and Noise Impact Assessment**, prepared by Trans-Plan, dated April 12, 2022
12. **6301 Campeau Drive Residential Development Environmental Impact Statement & Tree Conservation Report**, prepared by WSP, dated November 26, 2020
13. **Tree Conservation Report Addendum, Proposed Impacts to City-owned Trees**, prepared by WSP, dated November 4, 2021

And subject to the following General and Special Conditions:

1. **General Conditions**

1. The Owner shall enter into a standard site development agreement consisting of the following conditions. In the event the Owner fails to enter into such agreement within one year, this approval shall lapse.

2. **Execution of Agreement Within One Year**

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 and complete the conditions to be satisfied prior to the signing of this Agreement within one (1) year of Site Plan approval, the approval shall lapse.

3. **Permits**

The Owner shall obtain such permits as may be required from municipal or provincial authorities and shall file copies thereof with the General Manager, Planning, Real Estate and Economic Development.

4. **Barrier Curbs**

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

**5. Water Supply For Fire Fighting**

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

**6. Reinstatement of City Property**

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

**7. Construction Fencing**

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

**8. Construct Sidewalks**

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

**9. Extend Internal Walkway**

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

**10. Completion of Works**

The Owner acknowledges and agrees that no new building will be occupied on the lands until all requirements with respect to completion of the Works as identified in this Agreement have been carried out and received Approval by the General Manager, Planning, Real Estate and Economic Development, 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, Real Estate and Economic Development, the aforesaid Works

are proceeding satisfactorily toward completion. The Owner shall obtain the prior consent of the General Manager, Planning, Real Estate and Economic Development 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, Real Estate and Economic Development, the Owner shall give notice to the City of a proposed conveyance of title to any building at least thirty (30) days prior to any such conveyance. No conveyance of title to any building shall be effective unless the Owner has complied with this provision.

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

#### **11. Development Charges**

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

#### **12. Development Charges – Instalment Option**

- (a) The Owner acknowledges that for building permits issued after January 15, 2010, payment of non-residential development charges, excluding development charges for institutional developments, may be calculated in two (2) installments at the option of the Owner, such option to be exercised by the Owner at the time of the application for the building permit. The non-discounted portion of the development charge shall be paid at the time of issuance of the building permit and the discounted portion of the development charge shall be payable a maximum of two (2) years from the date of issuance of the initial building permit subject to the following conditions:
  - (i) a written acknowledgement from the Owner of the obligation to pay the discounted portion of the development charges;
  - (ii) no reduction in the Letter of Credit below the amount of the outstanding discounted development charges; and
  - (iii) indexing of the development charges in accordance with the provisions of the City's Development Charges By-law, as amended.
- (b) The Owner further acknowledges and agrees that Council may terminate the eligibility for this two (2) stage payment at any time without notice, including for the lands subject to this Agreement and including for a building permit for which an application has been filed but not yet issued.
- (c) For the purposes of this provision,

- (i) “discounted portion” means the costs of eligible services, except fire, police and engineered services, that are subject to 90% cost recovery of growth-related net capital costs for purposes of funding from development charges. The 10% discounted portion, for applicable services, must be financed from non-development charge revenue sources.
- (ii) “non-discounted portion” means the costs of eligible services, fire, police and engineered services, that are subject to 100% cost recovery of growth-related net capital costs for purposes of funding from development charges.

## **Special Conditions**

### **Roads Right-of-Way and Traffic**

#### **13. Roadway Modifications – delayed process**

The Owner acknowledges and agrees that the road modification detailed design review and acceptance by the City is required for the road modification works associated with the proposed Site Plan, to the satisfaction of the General Manager, Planning, Real Estate and Economic Development.

The Owner acknowledges and agrees that the Owner may be subject to other additional fees and agreement addendum due to the delayed road modification detailed design process. The Owner agrees to submit required drawings for the aforementioned road modification detailed design. Further, the Owner agrees to be responsible for all costs associated with the public roadway modifications and provide required securities to the City, all to the satisfaction of the General Manager, Planning, Real Estate and Economic Development.

The Owner acknowledges and agrees that the required roadway modifications, must be complete prior to the Owner requesting or allowing occupancy of the building.

#### **14. Transportation Impact Assessment**

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

#### **15. Permanent Encroachment Agreement**

Should a swale be required, as set out in Condition 61, the Owner acknowledges and agrees to enter into a permanent Encroachment Agreement to permit the encroachment of the swale and associated chain link fencing to be constructed

within the City's Campeau Drive right-of-way. 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.

#### **16. Letter of Tolerance – Right-of-Way**

The Owner shall, within two (2) weeks of Site Plan Control Approval, file with the General Manager, Planning, Real Estate and Economic Development a copy of the letter of tolerance issued by the Right-of-Way Unit for the encroachment of the swale to be constructed within the City's Campeau Drive right-of-way, as shown on the approved Landscape Plan, referenced in Schedule "E" herein.

#### **17. On-Site Parking**

- (a) The Owner acknowledges and agrees that units within the proposed building(s) may not/will not be provided with on-site parking. In the event any future tenant or purchaser wishes to have parking, the Owner acknowledges that alternative and lawful arrangements may/will need to be made to address parking needs at an alternate location and such arrangements are solely the responsibility of the person seeking parking. The Owner further acknowledges and agrees the availability and regulations governing on-street parking vary; that access to on-street parking, including through residential on-street parking permits issued by the City cannot be guaranteed now or in the future; and that a tenant or purchaser intending to rely on on-street parking for their vehicle or vehicles does so at their own risk.
- (b) The Owner acknowledges and agrees that a notice-on-title respecting on-site parking, as contained in Clause 17 below, shall be registered on title to the subject lands, at the Owner's expense, and a warning clause shall be included in all agreements of purchase and sale and lease agreements.

#### **18. On-Site Parking - Notice on Title**

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 unit being sold/rented may not/will 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/will 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 clause, 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.”

## **Access**

### 19. **Private Approach Detail (Alternate #2)**

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.

### 20. **Private Access**

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

## **Noise**

### 21. **Noise Control Attenuation Measures**

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

- (a) Building A, B and C is to be equipped with central air conditioning;
- (b) Townhouse Block 1 to 7 and 9 is to be fitted with a forced air heating system and ducting, and shall be sized to accommodate central air conditioning;
- (c) Install 1.1 m parapet walls to act as sound barriers on rooftop patios for Townhouse 1-9.
- (d) further to subsection (b) above, the location and installation of any outdoor air conditioning device(s) shall comply with the noise criteria of the Ministry of the Environment, Conservation and Parks’ Publication NPC-216, dated 1993, and the Environmental Noise Guidelines for Installation of Residential Air Conditioning Devices, dated September 1994, as amended, in order to

minimize the noise impacts both on and off the immediate vicinity of the subject lands.

- (e) prior to the issuance of a building permit, a review of building components (windows, walls, doors) is required and must be designed to achieve indoor sound levels within the City's and the Ministry of the Environment, Conservation and Parks' noise criteria;
- (f) notice respecting noise shall be registered against the lands, at no cost to the City, and a warning clause shall be included in all agreements of purchase and sale or lease agreements, as detailed in paragraph 21 below.

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

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

For Buildings A, B, C and Townhouse Blocks 1-9:

Type B – Increasing Roadway Traffic

“The Purchaser/Lessee for himself, his heirs, executors, administrators, successors and assigns acknowledges being advised that despite the inclusion of noise control features in this development and within building units, noise levels from increasing roadway/rail/air traffic may be of concern, occasionally interfering with some activities of the dwelling occupants as the outdoor sound level exceeds the City of Ottawa's and the Ministry of the Environment, Conservation and Parks' noise criteria.”

For Townhouse Blocks 1-7 and 9:

Type C – Forced Air Heating System and Ducting

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

“The Purchaser/Lessee for himself, his heirs, executors, administrators, successors and assigns acknowledges and agrees it shall identify the location and install any outdoor air conditioning device(s) so as to comply with the noise criteria of the Ministry of the Environment, Conservation and Parks' Publication NPC-216, 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.”



For Buildings A, B and C:

Type D – Central Air Conditioning

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

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

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

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

All of the information required in subsections (a) above shall be submitted to the General Manager, Planning, Real Estate and Economic Development, and shall be to his satisfaction.

**ENGINEERING**

24. **Geotechnical Investigation**

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

25. **Geotechnical - Encroachments**

The geotechnical report has recommended a method of shoring that may encroach onto the adjacent property or onto the City right-of-way. Please note that the applicant is required to obtain the approval of the adjacent property Owner and/or receive municipal consent for any works within the right-of-way prior to the installation of any encroachments. For encroachments within the ROW the applicant shall ensure that there will be no conflicts between the proposed shoring method and the municipal services or utilities in the ROW.

**Civil Engineering**

26. **Below Grade Parking Area and Depressed Driveways**

(a) The Owner acknowledges and agrees 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 Owner further acknowledges and agrees that the City shall not be liable for flooding claims. The Owner further acknowledges that it is recommended that backwater valves be installed on catch basins located in depressed driveways.

(b) The Owner acknowledges and agrees that a notice-on-title respecting below grade parking areas and depressed driveways, as contained in Clause 26 hereinafter, shall be registered on title to the subject lands, at the Owner's expense, and a warning clause shall be included in all agreements of purchase and sale and lease agreements.

27. **Notices on Title – All Units (Below Grade Parking and Depressed Driveways)**

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 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.”

28. **Stormwater Management Memorandum**

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

29. **Protection of City Sewers**

- a) Prior to the issuance of a building permit, the Owner shall, at its expense:
  - i) obtain a video inspection of the City Storm Sewer System within Cordillera Street from City maintenance hole MHST56479 to City maintenance hole MHST56477 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, Real Estate and Economic Development; and
  - ii) obtain a video inspection of the City Sanitary Sewer System within Cordillera Street from City maintenance hole MHSA56256 to City maintenance hole MHSA56255 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, Real Estate and Economic Development.
  
- b) Upon completion of construction on the lands, the Owner shall, at its expense and to the satisfaction of the General Manager, Planning, Real Estate and Economic Development:
  - i) obtain a video inspection of the existing City Storm Sewer System within Cordillera Street from City maintenance hole MHST56479 to City maintenance hole MHST56477 to determine if the City Sewer System sustained any damages as a result of construction on the lands; and
  - ii) obtain a video inspection of the existing City Sanitary Sewer System within Cordillera Street from City maintenance hole MHSA56256 to City maintenance hole MHSA56255 to determine if the City Sewer System sustained any damages as a result of construction on the lands; and
  - iii) assume all liability for any damages caused to the City Sewer Systems within Cordillera Street and compensate the City for the full amount of any required repairs to the City Sewer System.

30. **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 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.

31. **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, Real Estate and Economic Development, 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, Real Estate and Economic Development, 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, Real Estate and Economic Development, may order all Work in the project to be stopped, altered, retested or changed to the satisfaction of the General Manager, Planning, Real Estate and Economic Development.

32. **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, Real Estate and Economic Development 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.

33. **Site Dewatering**

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

**Private Systems**

34. **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.

35. **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, Real Estate and Economic Development.

36. **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, Public Works and Environmental 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, Public Works and Environmental Services when such repairs have been completed.

**Blasting**

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

- (a) The Owner acknowledges and agrees that all blasting activities will conform to the City's Standard S.P. No. F-1201 entitled *Use of Explosives*, as amended. Prior to any blasting activities, a pre-blast survey shall be prepared as per S.P. No. F-1201, at the Owner's expense, for all buildings, utilities, structures, water wells and facilities likely to be affected by the blast, in particular, those within seventy-five (75) metres of the location where explosives are to be used. The standard inspection procedure shall include the provision of an explanatory letter to the owner or occupant and owner with a formal request for permission to carry out an inspection (the "Notification Letter").
- (b) The Owner acknowledges and agrees that the Notification Letter(s) shall be in compliance with City Standard S.P. No. F-1201 and to the satisfaction of the General Manager, Planning, Real Estate and Economic Development. Pursuant to City Standard S.P. No. F-1201, the Owner or its agents, contractors and subcontractors shall provide written notice to all owners and tenants of any building and/or facility located within a minimum of one hundred and fifty (150) metres from the blasting location at a minimum of fifteen (15) business days prior to any blasting. The Owner further acknowledges and agrees that it shall provide a copy of the Notification Letter(s) to the General Manager, Planning, Real Estate and Economic Development prior to any blasting activities.

38. **Pre-Blast Survey**

Prior to any blasting activities, the Owner acknowledges and agrees it shall arrange for a pre-blast survey to be carried out in accordance with Ontario Provincial Standard Specification entitled "General Specification for the Uses of Explosives", Section 120.07.03, by a Professional Engineer licensed in the Province of Ontario, which states as follows:

- (a) A pre-blast survey shall be prepared for all buildings, utilities, structures, water wells, and facilities likely to be affected by the blast and those within 150 m of the location where explosives are to be used. The standard inspection procedure shall include the provision of an explanatory letter to the owner or occupant and owner with a formal request for permission to carry out an inspection.
- (b) The pre-blast survey shall include, as a minimum, the following information:
  - (i) Type of structure, including type of construction and if possible, the date when built.
  - (ii) Identification and description of existing differential settlements, including visible cracks in walls, floors, and ceilings, including a diagram, if applicable, room-by-room. All other apparent structural and cosmetic damage or defect shall also be noted. Defects shall be described, including dimensions, wherever possible.

- (iii) Digital photographs or digital video or both, as necessary, to record areas of significant concern. Photographs and videos shall be clear and shall accurately represent the condition of the property. Each photograph or video shall be clearly labelled with the location and date taken.
- (c) A copy of the pre-blast survey limited to a single residence or property, including copies of any photographs or videos that may form part of the report shall be provided to the owner of that residence or property, upon request.

## **Site Lighting**

### **39. Site Lighting Certificate**

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

## **PLANNING AND OTHER**

### **40. Exterior Elevations Drawings**

The Owner acknowledges and agrees to construct the proposed building in accordance with the approved Elevations Plans, referenced in Schedule “E” herein. The Owner further acknowledges and agrees that any subsequent proposed changes to the approved Elevations Plans shall be filed with the General Manager, Planning, Real Estate and Economic Development 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.

### **41. 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 all plant and landscaping material (except municipal trees) such as shrubs and perennials placed in the City's right-of-way along Cordillera Street and the swale within the Campeau Drive right-of-way in accordance with City Specifications, and the Maintenance and Liability Agreement shall be registered on title, at the Owner's expense, immediately after the registration of this Agreement. The Owner shall assume all maintenance and replacement responsibilities in perpetuity.

42. **Snow Storage – no interference with servicing**

In addition to the requirements of Clause 17 of Schedule "C" of this Agreement, the Owner further acknowledges and agrees that any portion of the subject lands which is intended to be used for snow storage shall not interfere with the servicing of the subject lands.

**Trees**

43. **Tree Protection**

The Owner acknowledges and agrees that all trees to be retained, as shown on the approved Landscape Plan and identified in the Tree Conservation Report, referenced in Schedule "E" herein, shall be protected in accordance with the City's required tree protection measures. At a minimum, the following tree protection measures shall be applied during all on-site works:

- (a) Erect a fence at the critical root zone (CRZ) of trees, defined as ten (10 cm) centimetres from the trunk for every centimetre of trunk DBH (i.e.,  $CRZ = DBH \times 10cm$ );
- (b) Tunnel or bore when digging within the CRZ of a tree;
- (c) Do not place any material or equipment within the CRZ of the tree;
- (d) Do not attach any signs, notices or posters to any tree;
- (e) Do not raise or lower the existing grade within the CRZ without the approval of the General Manager, Planning, Real Estate and Economic Development;
- (f) Do not damage the root system, trunk or branches of any tree; and
- (g) Ensure that exhaust fumes from all equipment are not directed towards any tree's canopy.

44. **Tree Permit**

The Owner acknowledges and agrees that any trees to be removed shall be removed in accordance with an approved Tree Permit and Tree Conservation Report, and in accordance with the City's Tree Protection By-law, being By-Law No.



2020-340, as amended. The Owner further acknowledges and agrees that a copy of the approved Tree Permit and Tree Conservation Report shall be posted on the construction site at all times until Approval is granted by the City for such Works.

45. **Environmental Impact**

The Owner acknowledges and agrees that the construction of the site plan shall be in accordance with the recommendations of the Environmental Impact Statement.

46. **Archaeological Potential**

In the event that archaeological or human remains are discovered on or buried within the subject lands during development activities, the Owner acknowledges and agrees to stop all construction and soil disturbance and shall notify the Ministry of Tourism, Culture and Sport of such findings. As required under Part VI of the Ontario Heritage Act, R.S.O. 1990, c.O.18.

47. **Archaeological**

(a) The Owner acknowledges and agrees that should potential archaeological resources be encountered during excavation activities, all Work in the area must stop immediately and the Owner shall contact a provincially licensed archaeologist.

(b) The Owner acknowledges and agrees that if during the process of development deeply buried/undetected archaeological remains are uncovered, the Owner shall immediately notify the Archaeology Section of the Ontario Ministry of Tourism, Culture and Sport.

(c) The Owner acknowledges and agrees that in the event that human remains are encountered during construction, the Owner shall immediately contact the police, the Ministry of Tourism, Culture and Sport and the Registrar of Cemeteries, Cemeteries Regulation Unit, Ministry of Consumer and Business Services, Consumer Protection Branch.

48. **Waste Collection – Residential Units**

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.

49. **Waste Collection – Non-Residential/Commercial Units**

The Owner acknowledges and agrees that garbage, recycling, and organic waste collection will not be provided by the City 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.

50. **Replacement Trees**

The Owner acknowledges and agrees that for the trees that are to be removed from the City property, the owner shall inventory the trees and shall obtain written permission from the City for these removals. The Owner shall pay securities of \$50 000 as referenced in Schedule "B" herein and as agreed upon with the City's Forestry Services Branch. The Owner further acknowledges and agrees that the Owner is responsible to plant the replacement trees, to the satisfaction of General Manager, Planning, Real Estate and Economic Development.

51. **Parkland Dedication**

The Owner shall provide parkland dedication in accordance with the Parkland Dedication By-law of the City of Ottawa, as well as the fee for appraisal services, prior to registration of the agreement.

52. **Park Design and Construction**

Prior to registration of a Site Plan Revision agreement for Phase 2 (6475 Campeau), the Owner acknowledges and agrees to design and construct at its cost a pedestrian connection from 6301 Campeau into Bill Teron Park connecting to the Canadian Shield Right of Way, identified as Part 3 on 4R-9182 in accordance with City Specifications and Standards. The Owner further agrees to provide for approval, design plans for the pedestrian connection at its expense to the satisfaction of the General Manager, Planning, Real Estate and Economic Development. The plans will detail the designs, costs and amenities to be provided in Bill Teron Park and 6301 Campeau Drive, Part 2. The plans shall include:

- a) A pedestrian connection constructed as described in the Park Development Manual - 2<sup>nd</sup> Edition (most current edition).
- b) A pedestrian connection approved by the RCFS and Public Works Departments;
- c) Construction details such as but limited to:
  - i. A 2m wide stonedust pathway with a 0.5m shoulder on each side;
  - ii. Adhere to the City of Ottawa Accessibility Design Standards to the extent possible on 6301 Campeau lands. On public lands, the design must adhere to the City of Ottawa Accessibility Design Standards (5% max slope or must receive an exemption from the City of Ottawa Accessibility Design Standards Committee);
  - iii. Connect to the future Canadian Shield Way right-of-way;
  - iv. Connect to the existing sidewalk along Campeau Drive or to the drive isle access sidewalk into Parcel 1 - 6475 Campeau;

- v. Include engineered drainage elements as required to prevent wash-outs such as culverts and rip-rap;
- vi. Follow all applicable environmental regulations e.g. related to butternut setbacks.

53. **Protection of Public Park Lands**

- (a) Save and except as contemplated by Condition 40e) herein, the Owner shall neither deposit, nor permit to be deposited, fill, snow, debris, building materials, granular, excavated materials, topsoil or construction equipment, nor allow vehicle parking, storage or access for any purposes on Part 3 on 4R-9182 (known as Bill Teron Park and the 20 m Right of Way). Furthermore, the Owner shall neither remove nor permit to be removed any fill, top soil, trees, vegetation or shrubs from on Part 3 on 4R-9182, without the prior consent of the General Manager, Planning, Real Estate and Economic Development.
- (b) Trees or shrubs which have been, or are hereafter removed from Part 3 on 4R-9182 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.
- (c) The Owner shall install tree protection fencing around the tree to be retained within Part 3 on 4R-9182. Fencing shall be installed prior to any site Works, and shall be maintained in good order throughout the construction period. Any removal or revisions to the location of temporary fencing shall be to the satisfaction of the General Manager, Planning, Real Estate and Economic Development.

**Common Elements**

54. **Joint Use, Maintenance and Liability Agreement**

- (a) The Owner acknowledges and agrees that should the lands be severed in the future by means other than a Declaration of a Condominium, it shall ensure that the future owner of the freehold units shall enter into a Joint Use, Maintenance and Liability Agreement which shall be binding upon the owners and all subsequent purchasers to deal with the joint use, maintenance and liability of the common elements, including but not limited to any private roadway(s) and concrete sidewalks; common grass areas; common party walls, exterior walls; common structural elements such as the roof, foundations; common parking areas; sewers and watermains, for the mutual benefit and joint use of the owners; and any other elements located in the common property; and the Joint Use, Maintenance and Liability Agreement shall be filed with the General Manager, Planning, Real Estate and Economic Development.
- (b) The Owner shall file with the General Manager, Planning, Real Estate and Economic Development, an opinion from a solicitor authorized to practice

law in the Province of Ontario that the Joint Use, Maintenance and Liability Agreement is binding upon the owners of the land and all subsequent purchasers to deal with the matters referred to Paragraph 53 (a) above.

- (c) The Owner acknowledges and agrees that the Joint Use, Maintenance and Liability Agreement shall be registered on the Owner's lands at no cost to the City, and a copy of the registered agreement shall be provided to the General Manager, Planning, Real Estate and Economic Development.
- (d) The Owner acknowledges and agrees that the Joint Use, Maintenance and Liability Agreement shall include a clause that transfers all legal and financial obligations required under the Joint Use, Maintenance and Liability Agreement to future owners, successors and assigns in title of the subject lands.

## **Signs**

### **55. Street Name and Signs**

- (a) The Owner acknowledges and agrees it shall provide for, install and maintain, at its own expense, all regulatory traffic signage, in accordance with the City's Municipal Addressing By-law 2014-78, as amended, for any private road within the area controlled by this Agreement, referenced in Schedule "E" herein.
- (b) The Owner acknowledges and agrees it shall provide for, install and maintain, at its own expense, all temporary street name signs, in accordance with the City's Municipal Addressing By-law 2014-78, as amended, for any private road within the area controlled by this Agreement, referenced in Schedule "E" herein.
- (c) The Owner acknowledges and agrees it shall, at its own expense, make arrangements for the City to provide, install, and maintain all permanent street name signs, in accordance with the City's Municipal Addressing By-law 2014-78, as amended, and to City Specifications or Standards.

### **56. Installation of Signs on Private Property**

The Owner acknowledges and agrees that, prior to installation of any signage on the lands, it shall obtain approval from the Chief Building Official, Building Code Services, and the General Manager, Planning, Real Estate and Economic Development, which signage shall be in accordance with the City's Permanent Signs on Private Property By-law No. 2016-326, as amended.

## **School**

### **57. School Accommodation**

- (a) The Owner acknowledges and agrees to inform prospective purchasers that school accommodation pressures exist in the Ottawa-Carleton District

School Board schools designated to serve this development, which are currently being addressed by the utilization of portable classrooms and/or by directing students to schools outside their community.

- (b) The Owner acknowledges and agrees that a notice-on-title respecting school accommodation concerns, as contained in Clause \_\_ hereinafter, shall be registered on title to the subject lands, at the Owner's expense, and a warning clause shall be included in all agreements of purchase and sale and lease agreements.

58. **Notice on Title - School Accommodation**

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 Ottawa-Carleton District School Board has pupil accommodation concerns for this dwelling unit. The Purchaser/Lessee agrees to inform prospective purchasers or tenants in all subsequent agreements of purchase and sale and lease agreements that school accommodation pressures exist in the Ottawa-Carleton District School Board, which are currently being addressed by the utilization of portable classrooms and/or by directing students to school outside their community."

"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."

**CONVEYANCES TO CITY**

59. **Pedestrian Access Easement**

Prior to the registration of this Agreement, the Owner shall grant to the City, at no cost to the City, an unencumbered 2 metres easement for pedestrians along the proposed 2m stone dust trail into Bill Teron Park, as shown on the approved Landscape Plan referenced in Schedule "E" hereto, if applicable, to the satisfaction of the City. The Owner shall provide a Reference Plan for registration, indicating the pedestrian easement, to the City Surveyor for review and approval prior to its deposit in the Land Registry Office. Such reference plan must be tied to the Horizontal Control Network in accordance with the municipal requirements and guidelines for referencing legal surveys. The Owner acknowledges and agrees to provide an electronic copy of the Transfer and a copy of the deposited reference plan to the City Solicitor prior to registration of the easement. All costs shall be borne by the Owner.

**OTHER SPECIAL CONDITIONS**

60. **Water Meter Configuration – Building C**

The City water meter approved for use in Building C is subject to special requirements related to its configuration. As such, the Owner acknowledges and agrees that prior to the issuance of a building permit, the Owner shall provide plans to the City of Ottawa demonstrating the configuration of the mechanical room and City water meter in order to ensure the necessary configuration is provided and required specifications are met. The plans shall be reviewed by the City of Ottawa Water Meter Operations Engineer and the configuration of the mechanical room and City water meter shall be to the satisfaction of the General Manager, Planning, Real Estate and Economic Development.

61. **Connection to Future Canadian Shield Storm Sewer**

The Owner acknowledges and agrees that the private on-site storm infrastructure is to connect to the future storm sewer infrastructure that is to be constructed as part of the future Canadian Shield Road extension via DICB201 as shown on the approved Servicing Plan, referenced in Schedule "E" herein. The Owner further acknowledges and agrees to coordinate with the Canadian Shield Road extension project and that the cost of the infrastructure and construction necessary to make this connection shall be borne by the Owner and that securities shall be posted in this regard. In the event that the roadway is not constructed, plans showing connection to a swale within the right of way should be provided to the satisfaction of the General Manager of Planning Real Estate and Economic Development.

62. **Swale**

The Owner acknowledges and agrees that it is a party to an agreement addressing the design and construction of the future Canadian Shield extension, dated October 18, 2021. The Owner and the City acknowledge and agree that stormwater drainage for the major overland flow shall be provided by either:

- (a) The construction by the Owner at its cost of a swale to the satisfaction of the General Manager, PRED from the site ; or
- (b) The construction of a road by and at the cost of the Ottawa Community Lands Development Corporation ("OCLDC") to the satisfaction of the General Manager, PRED from C to D.

OCLDC shall have until 6 months from the dates that occupancy permits are issued in respect to 6301 Campeau Drive to commence construction of the road. If construction of the road is not commenced by 6 months from the dates that occupancy permits are issued in respect to 6301 Campeau Drive, the Owner shall be entitled to proceed with the construction of the swale.

The Owner shall post security for the roadway storm infrastructure connection or the construction of the swale, whichever is the greater. The security shall be held by the City until the road or the swale is satisfactorily constructed, whichever comes earlier.

September 26, 2022 \_\_\_\_\_

- *A Hamlin*

Date

Allison Hamlin  
Manager (Acting), Development Review, West  
Planning, Real Estate and Economic  
Development Department

Enclosure: Site Plan Control Application approval – Supporting Information

## SITE PLAN CONTROL APPROVAL APPLICATION SUPPORTING INFORMATION

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**File Number:** D07-12-20-0171

### SITE LOCATION

6301 Campeau Drive, and as shown on Document 1.

### SYNOPSIS OF APPLICATION

- The subject site is located at 6301 and 6475 Campeau Drive in the Kanata Town Centre, on the southside of Campeau Drive. The property was purchased from the City of Ottawa in 2019. The site is comprised of two vacant parcels which are separated by a 20-metre municipal right-of-way for a future pedestrian access to Bill Teron Park. 6475 Campeau Drive, located to the west of the right of way, has an approximate area of 19,650 square metres. 6301 Campeau Drive is located between the right of way and Cordillera Street with an approximate area of 17,410 square metres and is approximately 600 meters walking distance from the Terry Fox Transit station.
- The subject property is characterized by rugged Canadian Shield terrain and existing tree and shrub cover with the only area that is relatively flat being on the western end in 6475 Campeau Drive. There is a significant rock outcrop that divides the two parcels and separates the site from Bill Teron Park.
- 6301 Campeau Drive (eastern parcel) is proposed to be developed with 84 units in four stacked dwelling buildings. Two stacked dwelling buildings are proposed to face Campeau Drive, one building is proposed to front Cordillera Street and one building will front the internal private roadway. A 10-storey mixed-use apartment building with 266 residential units is proposed on the southern portion of the site with frontage along Cordillera Street and Canadian Shield Avenue. Commercial uses will be provided in the ground floor of the mixed-use building fronting Cordillera Street and Canadian Shield Avenue. Vehicular access is proposed from Cordillera Street. The western portion of the parcel will remain undeveloped and treed due to the rocky topography and a public trail will be constructed with Phase 2 of the development.
- A future Site Plan revision will be required to facilitate development on 6475 Campeau Drive (western Parcel).

### DECISION AND RATIONALE

This application is approved for the following reasons:



- In October 2021, City Council approved an Official Plan and Zoning Bylaw amendment for 6301 and 6475 Campeau Drive (report [ACS2021-PIE-PS-0106](#)), to facilitate the development of a mixed-use development consisting of three 10-storey buildings, stacked dwelling units and commercial space fronting Cordillera Street and Canadian Shield Avenue. Subsequently, an appeal was filed with the Ontario Land Tribunal (OLT) by Clublink Corporation for issues relating to storm water management (OLT File Number: OLT-21-001721). Clublink Corporation has withdrawn the appeal for 6301 Campeau Drive only and By-law 2021-328 approved by Council is in full force and effect; the zoning for 6475 remains under appeal.
- The development is located within the Town Centre designation as shown on Schedule B of the City's current Official Plan. The proposal supports these policies by providing a mix of land uses at transit-supportive densities in proximity to the Terry Fox Rapid Transit Station.
- The development is within the boundaries of the Kanata Town Centre Area in Volume 2b of the Official Plan. The proposal supports these policies by providing a mix of commercial and residential uses on the site.
- The proposed development contains conditions of approval for the protection and where necessary compensation for potential tree removals on City Right Of Way.
- The proposed site design represents good planning.

## **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 February 5, 2021.

The panel's recommendations from the formal review meeting are:

**6301 CAMPEAU DRIVE** | Formal Review | Official Plan and Zoning By-law Amendment, and Site Plan Control Application | Bayview Hospitality Group; API Development Consultants; Fabiani Architect; Momentum Planning & Communications

### **Summary**

- The Panel appreciates the favourable changes made since the last iteration, especially the proponent's efforts to retain the landscape outcrop, which improves the integration of natural environment by bringing nature into the site.
- The Panel made recommendations to improve the proposed second row of townhouses, the overall massing and volume of the high-rise building in Parcel 2, the scale, setback, and articulation of the townhouses facing Campeau, and the landscape treatment at the corner of the townhouses.

### **Site Plan**

- As its current state, Cordillera Street is not inviting. The Panel suggest improving its

condition given that Cordillera Street could become the entrance point to Parcel 2 since vehicular access and movement can be controlled better than Canadian Shield Drive.

- Greater discussion is needed to address the Panel's grading questions and concerns.
- For large sites such as this, it is beneficial to study the relationship between street versus driveway and consider a road hierarchy.
- Consider options for a plaza, corner store, and places where people can gather.
- UniverCity, Burnaby in British Columbia and Scandinavian examples were cited as precedents that establish a good relationship between buildings and nature.
- Eliminate or consolidate parking on one side of the townhomes in Parcel 1 to improve the landscape treatment.
- Provide more detailed cross-sections of the site and include a diagram showing on-site amenities and access to outside amenities, shopping, recreation and schools to create a complete community.
- Consider integrating a drop-off area for the high-rise building in Parcel 2.

### **Massing and Scale**

- Explore different mechanical penthouse treatments for the high-rise buildings to minimize their visual impact, as they will be quite prominent.
- The Panel recommends exploring the possibility of eliminating the middle row of townhomes to improve the site plan and add green space.
- There are concerns with the long façade of the high-rise in Parcel 2 and the shadow impacts. Consider breaking up the high-rise building's mass into two with a variation in height, similar to the buildings in Parcel 1, or have an L-shaped building wrap the southeast corner.
- The interface between building and street at the southeast of Parcel 2 reads more as a private drive aisle treatment rather than that of a public street. Consider articulating the façade as it wraps around past the three trees to create a more urban condition.
- The townhouses on Parcel 1 read and feel like a repetitive low wall; adding a setback to break up the mass or varying the roofline would help to build rhythm and improve this condition.
- Improve the landscaping façade on the corner side of the townhouses to enhance its expression, look at the scale, setback, and articulation.
- Enhance the articulation of the base of the high-rise building in Parcel 1 by having the concierge area protrude outward or by varying the colour of materials.

### **Public Realm and Landscape Design**

- The Panel commends the proponent on their careful study of the outcrops, how the forest has been drawn into the site, and how the parking lots next to the forest have been reduced.
- The project could benefit from removing the townhomes on Parcel 2 and inviting the landscape by creating a gradual slope making the middle outcrop accessible at grade.
- The middle row of townhouses in Parcel 2 feel like an island surrounded by parking. Enhance the landscaping treatment between the row houses by eliminating the middle row of asphalt.
- Capitalize on the roof area of the parking garage, which could serve as a good

amenity space.

- The townhomes on Campeau Drive have a good rhythm but need a stronger transitional space. Improve the front yard design by planting trees on Campeau, including walkways and providing townhomes with pocket front yards to establish a stronger landscape treatment between the townhouses and the landscape on Campeau.
- Explore the concept of a linear park or corridor on Campeau and look at the landscape character and take into consideration the buffer and rocky outcrop.

### **Sustainability**

- The integration of the outcrop into the middle of the site is supported by the Panel and shows consideration for sustainability. This revision is greatly appreciated.
- It will be important to achieve a high level of sustainability in this development. Carefully study the possibility of additional stormwater management measures such as swales, low impact development techniques, and district energy.
- Consider access to employment, 15-minute neighbourhood planning principles, sustainable mobility and access to transit, trails, recreational facilities, schools and open spaces to improve mental health and affordability.

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

- The integration of the outcrop into the middle of the site.
- The reorientation of the stacked dwellings to face Cordillera Street.
- Reconfiguration of parking areas to provide for additional landscaping internal to the site and a pleasant private streetscape.

### **ROAD MODIFICATIONS**

There are road modifications associated with this site plan control application to facilitate the construction of the Canadian Shield Extension, which is to be constructed when City funding becomes available. A subsequent Road Modification Report will be brought forward at that time.

### **CONSULTATION DETAILS**

#### **Councillor's Comments**

Councillor Cathy Curry was aware of the application related to this report.

#### **Public Comments**

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

#### Summary of public comments and responses

##### **Environmental Concerns:**

- Concern regarding the removal of mature trees on site.
- Concern regarding the removal of Butternut Trees.
- The park area should be preserved

Response:

The property was deemed surplus to City needs and is zoned for development. Based on comments from the Urban Design Review Panel and City staff, the applicant has retained the central portion of the site in its natural state to break up the development and retain a “green entrance” from Campeau Drive. Tree fencing will be best fit on site prior to construction to weave in trees that can be retained that are close to the limit of development. An *Endangered Species Act* permit will be required from the Ministry of the Environment Conservation and Parks prior to Site Plan approval to permit the removal of the Butternut Trees and facilitate development.

**Built Form/Architecture:**

- Height should follow the Official Plan guidance.
- Shadow Impacts on homes north of Campeau Drive
- There are already too many rental units in the area
- The 10-storey building height is inconsistent with the residential character of Stonecroft terrace.
- Overlook onto to homes north of Campeau Drive.
- High-rise buildings are too close to the lot line front Campeau Drive
- Lack of adequate setback to Campeau Drive.

Response:

The height and scale of the building was reviewed in accordance with the Official Plan, and key design guidelines as discussed in this report. The specific policies in the Official Plan that allow for the consideration of taller buildings have been satisfied. In accordance with Kanata Town Centre policies, heights have been reduced to three storeys in proximity to Campeau Drive. All buildings are contained within the 45 degree angular plane.

Details concerning architecture were reviewed by the Urban Design Review Panel through a formal submission.

**Transportation:**

- The additional units will create a traffic issue on Campeau Drive
- Concern about pedestrians crossing Campeau Drive. A pedestrian crossing should be provided to facilitate access to the bus stop.
- Not enough parking has been provided on site.
- A traffic light should be provided at Stonecroft to help left turns onto Campeau Drive.

Response:

In support of the application, a Transportation Impact Assessment (TIA) was submitted and reviewed by staff, who found the report to be satisfactory. A traffic light and pedestrian crossing of Campeau Drive will be provided at Stonecroft Terrace as a part of the Campeau Drive upgrades. The Official Plan encourages intensification and development where there are opportunities to support alternative modes of travel from the car. The site is located within close proximity of a planned transit station. In support of the application, a Transportation Impact Assessment (TIA) was submitted and reviewed by staff, who found the report to be satisfactory.

**Other concerns:**

- Concerns about noise/nuisance due to blasting

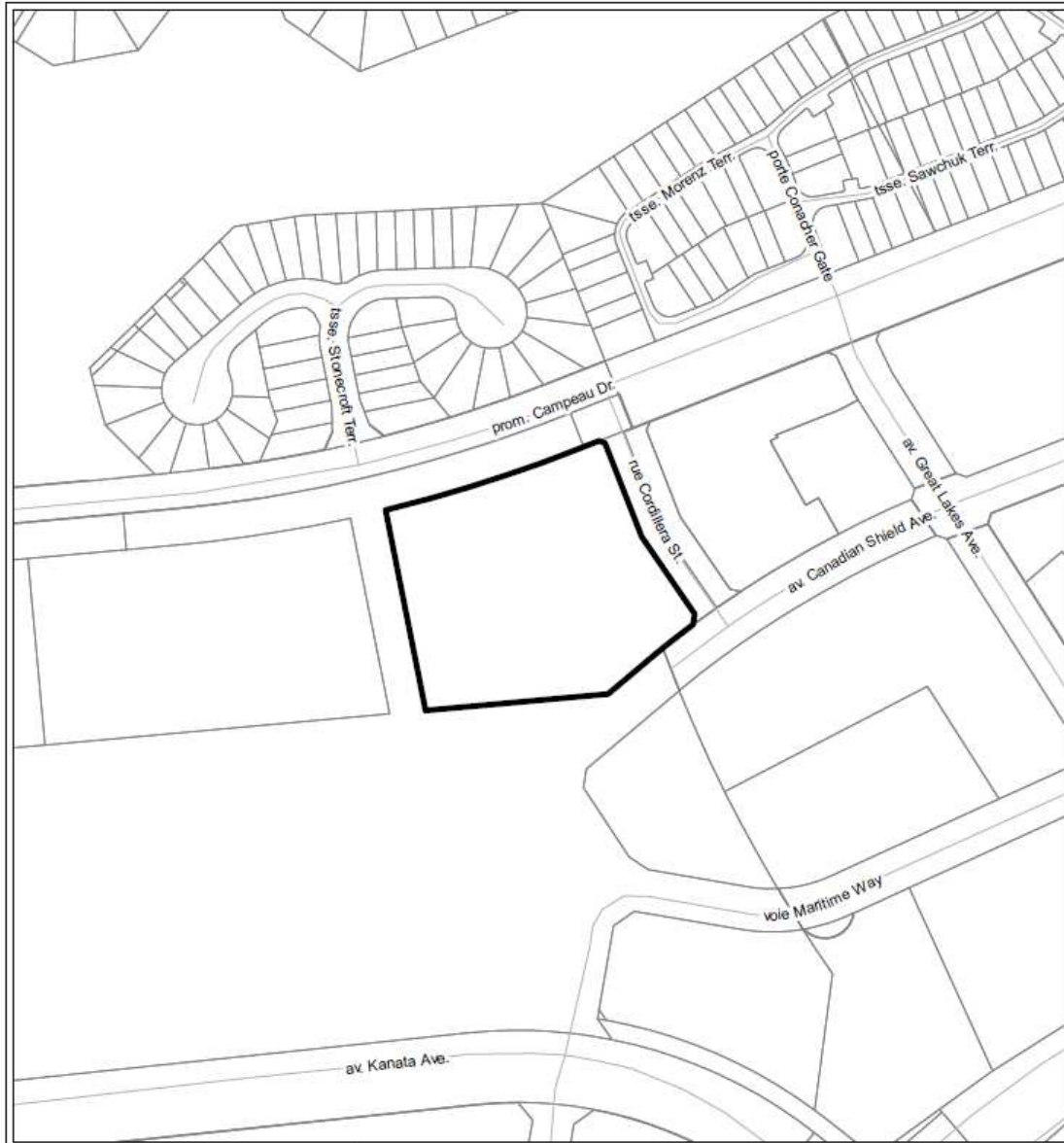
Response: The construction of the proposed development is required to follow all applicable City and Provincial regulations and industry best practices relating to safety, noise, dust, blasting and construction. Construction activity must adhere to relevant City by-laws, including the Noise By-law, Traffic and Parking By-law and Encroachments on City Highways By-law. If issues are experienced during construction, a concerned citizen may contact 311 to report non-compliance with the by-laws. Furthermore, this approval contains conditions with respect to blasting.

## **APPLICATION PROCESS TIMELINE STATUS**

This Site Plan application was not processed by the On Time Decision Date, due to the complexity of engineering, urban design and tree retention issues.

**Contact:** Lisa Stern Tel: 613-580-2424, ext. 21108 or e-mail: [Lisa.Stern@ottawa.ca](mailto:Lisa.Stern@ottawa.ca)

# Document 1 – Location Map



  
 D02-02-20-0124  
 D07-12-20-0171  
 22-0388-L  
 I:\CO\2022\Zoning\Campeau\_6301  
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 REVISION / RÉVISION - 2022 / 04 / 27

LOCATION MAP / PLAN DE LOCALISATION  
 ZONING KEY PLAN / SCHÉMA DE ZONAGE  
 SITE PLAN / PLAN D'EMPLACEMENT



6301 prom. Campeau Dr.

