

# SITE PLAN CONTROL APPLICATION SITE PLAN APPROVAL REPORT PLANNING. DEVELOPMENT AND BUILDING SERVICES DEPARTMENT

Site Location: 596 Via Campanale Drive (formerly 609 Longfields Drive)

File No.: D07-12-24-0066

Date of Application: July 23, 2024

On October 3, 2025, this SITE PLAN CONTROL application submitted by Cody Campanale, on behalf of Campanale Group, is APPROVED upon resolution of the conditions stated in this report.

And the following plans are approved:

Site Plan, Block 9&10, 609 Longfields Drive, Drawing SP01, prepared by Woodman Architect & Associates Itd, dated 01/03/24, version 10 dated 02/09/25.

Landscape Plan, Block 9&10, 609 Longfields Drive, Drawing SK1, prepared by Thakar Associates, dated June 13, 2024, revision 8 dated Sept 11/25.

**Notes and Legends Drawing**, 609 Longfields Drive, Drawing NL-1, prepared by Stantec, dated 24.07.15, revision 6, dated 25.09.09.

Existing Conditions and Removals Plan, 609 Longfields Drive, Drawing EX1, prepared by Stantec, dated 24.07.15, revision 6, dated 25.09.09.

Grading Plan, 609 Longfields Drive, Drawing GP-1, prepared by Stantec, dated 24.07.15, revision 6, dated 25.09.09.

Erosion Control and Details Sheet, 609 Longfields Drive, Drawing ECDS-1, prepared by Stantec, dated 24.07.10, revision 6, dated 25.09.09.

**Storm Drainage Plan**, 609 Longfields Drive, Drawing SD-1, prepared by Stantec, dated 24.07.10, revision 6, dated 25.09.09.

Sanitary Drainage Plan, 609 Longfields Drive, Drawing SA-1, prepared by Stantec, dated 24.07.10, revision 6, dated 25.09.09.

Site Servicing Plan, 609 Longfields Drive, Drawing SSP-1, prepared by Stantec, dated 24.07.10, revision 6, dated 25.09.09.

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**East Elevation**, 609 Longfields Drive – Block 10, Drawing A202, prepared by Woodman Architect & Associates, dated 24/12/24, revision 4, dated 09/02/25.

**North Elevation**, 609 Longfields Drive – Block 10, Drawing A200, prepared by Woodman Architect & Associates, dated 24/12/24, revision 4, dated 09/02/25.

**South Elevation**, 609 Longfields Drive – Block 10, Drawing A201, prepared by Woodman Architect & Associates, dated 24/12/24, revision 4, dated 09/02/25.

**West Elevation**, 609 Longfields Drive – Block 10, Drawing A203, prepared by Woodman Architect & Associates, dated 24/12/24, revision 4, dated 09/02/25.

#### And as detailed in the following reports:

- 1. **Site Servicing and Stormwater Management Report**, Block 10, Longfields Subdivision, prepared by Stantec, dated July 3, 2025.
- 2. **Stormwater Management Memo**, 609 Longfields Drive, Block 9&10, prepared by Stantec, dated Sept 8, 2025.
- 3. **Geotechnical Investigation**, Blocks 5,8, 10, 609, 617 and 621 Longfields Drive, prepared by Paterson Group, dated July 10, 2024.
- 4. **Level 1 Proximity Study**, Proposed Multi-Storey Building, Longfields Drive, Block 10, prepared by Paterson Group, dated June 24, 2024.
- 5. **Transportation Noise and Vibration Assessment**, Longfields Station, Block 10, 609 Longfields Drive, prepared by Gradient Wind, dated July 5, 2024.
- 6. **Environmental Site Assessment, Phase 1,** 609, 617, 621 Longfields Drive and 2 Via Modugno Place, prepared by Paterson Group, dated April 10, 2023.

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

#### Requirements

A. The Owner shall submit a certificate of insurance in a form satisfactory to the City. The certificate of insurance must be issued in favor of the City of Ottawa in an amount not less than five million dollars per occurrence, must contain an endorsement naming the City as an additional insured and an unconditional thirty days notice of any material change or cancellation of the policy.

#### **General Conditions**

## 1. Lapsing of Approval

The Owner shall enter into this Site Plan Control Agreement, including all standard and special conditions, financial and otherwise, as required by the City. In the event

that the Owner fails to sign this Agreement, complete the conditions to be satisfied prior to the signing of this Agreement, and have the corresponding building permit(s) issued within three (3) years of Site Plan approval, the approval shall lapse.

#### 2. 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, Development and Building Services.

## 3. Works on City Road Allowances

Any Works required to be done by the Owner on City road allowances shall be according to the specifications and by-laws of the City. The Owner, or its contractor, shall be required to obtain all the necessary permits for road cuts prior to the disruption of the City road allowance and it is further understood and agreed that the aforementioned cuts shall be reinstated to the satisfaction of the Director, Infrastructure Services.

#### 4. Video Examination

Video examination of storm and sanitary sewers 200mm or larger in diameter shall be required by the General Manager, Planning, Development and Building Services, at the Owner's expense, before final Acceptance or Approval of the Works.

## 5. Testing

The Owner may be required by the City to perform qualitative and quantitative testing, at the Owner's expense, of any materials which have been or are proposed to be used in the construction of any of the Works required by this Agreement to determine whether they are in conformity with applicable standards as determined by the General Manager, Planning, Development and Building Services.

#### 6. Provision of As-Built Drawings

The Owner shall supply to the General Manager, Planning, Development and Building Services, one set of mylar or plastic film as-constructed road, grading and service drawings including the location of all Works, certified under seal by a Professional Engineer, licensed in the Province of Ontario, for City records upon Acceptance and Approval of the Works. Furthermore, the Owner shall provide the As-built Drawings and the attribute data for the Works in a form that is compatible with the City's computerized systems.

#### 7. Prior Subdivision Agreement

The Owner acknowledges and agrees that all terms and conditions of the Subdivision Agreement (City File D15-91-0402), are reconfirmed and are in full force and effect except as otherwise varied or amended in this Agreement. The Owner further acknowledges and agrees that the relevant portion of the Approved Plans referenced in Schedule "E" hereto shall supercede and replace and/or be in addition to, as the case may be, the relevant sections of the corresponding Plans contained in the previous Subdivision Agreement.

#### 8. 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.

#### 9. 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.

## 10. 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.

#### 11. 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.

#### 12. 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.

#### 13. 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.

#### 14. 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.

## 15. Development Charges

The Owner shall pay development charges to the City in accordance with the bylaws of the City.

#### **Special Conditions**

# Roads Right-of-Way and Traffic

#### <u>Access</u>

## 16. Private Approach Detail

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.

# **Light Rail Transit (LRT)**

## 17. O-Train Proximity Study

The Owner acknowledges and agrees that the development shall comply with the results and recommendations of the O-Train Proximity Study, as referenced in Schedule "E" of this Agreement.

## 18. Notice on Title - Noise - 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 themself, their heirs, executors, administrators, successors and assigns, acknowledges being advised that bus rapid transit infrastructure and a possible public transit light rail system (hereinafter referred to as the "LRT system") are 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."

#### Noise

#### 19. Noise Control Attenuation Measures

The Owner acknowledges and agrees to implement the noise control attenuation measures recommended in the approved "Transportation Noise and Vibration

assessment, Longfields Station, Block 10, Ottawa", referenced in Schedule "E" of this Agreement, as follows:

- a) each unit is to be equipped with central air conditioning;
- b) prior to the issuance of a building permit, a review of building components (windows, walls, doors) is required and must be designed to achieve indoor sound levels within the City's and the Ministry of the Environment, Conservation and Parks' noise criteria. A letter shall be prepared by a qualified professional and provided to the General Manager, Planning, Development and Building Services confirming the plans submitted for building permit issuance have incorporated any and all mitigation measures to achieve the required indoor sound levels;
- c) upon completion of the development and prior to occupancy and/or final building inspection, a professional engineer, licensed in the Province of Ontario with expertise in the subject of acoustics related to land use planning, shall be retained to visit the lands, inspect the installed noise control measures and satisfy themself that the installed recommended interior noise control measures comply with the measures in the "Transportation Noise and Vibration assessment, Longfields Station, Block 10, Ottawa referenced in Schedule "E" hereto. The professional engineer shall prepare, sign and stamp a letter to the General Manager, Planning, Development and Building Services (the "Certification Letter") stating that they certify acoustical compliance with all requirements of the applicable conditions in this Agreement, to the satisfaction of the General Manager, Planning, Development and Building Services.

#### 21. Notice on Title – Noise Control Attenuation Measures

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

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

#### Type A – Increasing Roadway Traffic

"The purchaser/lessee for themself, their heirs, executors, administrators, successors and assigns, acknowledges being advised that noise levels due to increasing roadway may be of concern, occasionally interfering with some activities

of the dwelling occupants as the outdoor sound level exceeds the City of Ottawa's and the Ministry of the Environment, Conservation and Parks' noise criteria."

## Type D – Central Air Conditioning

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

## **Ending Paragraph**

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

#### **ENGINEERING**

## 22. 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 Proposed Apartment Building – Blocks 5, 8, and 10, 609, 617, and 621 Longfields Drive, Ottawa, Ontario" prepared by Paterson Group (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.

#### 23. <u>Geotechnical – Encroachments</u>

The Owner acknowledges and agree that the Geotechnical Investigation – Proposed Apartment Building – Blocks 5, 8 and 10; 609, 617 and 621 Longfields Drive, Ottawa, ON, Consultant Report No PG2119-4, Rev #1, dated July 10, 2024 has recommended a method of shoring that will encroach below/onto the adjacent City property and/or into the Via Campanale Avenue right-of way and/or the OC Transpo Transit Way. The Owner acknowledges and agrees that they shall be required to obtain the approval of the adjacent property owner and/or receive municipal consent and any other applicable approval(s) for any Works within the right-of-way (ROW) and other City property, prior to the installation of any encroachments and tie-backs. The Owner acknowledges and agrees that for encroachments within the ROW and other City property, the Owner shall ensure

that there will be no conflicts between the proposed shoring method and the municipal services or utilities in the ROW.

#### **Civil Engineering**

## 24. Notice on Title - Below Grade Parking Areas and Depressed Driveways

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

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

"The purchaser/lessee for themself, their heirs, executors, administrators, successors and assigns, acknowledges being advised that during major storm events, depressed driveways and below grade parking areas may be subject to flooding due to drainage from the road allowance. The purchaser/lessee further acknowledges being advised that the City of Ottawa shall not be liable for flooding claims. Backwater valves are recommended for installation on catch basins located in depressed driveways."

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

#### 25. Protection of City Sewers

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 "Campanale Avenue and OC Transpo Transitway frontages (the "City Sewer System") and the impact of the existing City Sewer System on the building's footing and foundation walls;
- ii. obtain a legal survey acceptable to the General Manager, Planning, Development and Building Services and the City's Surveyor, showing the existing City Sewer System within Campanale 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 Campanale 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.
- a) 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:
  - obtain a video inspection of the existing City Sewer System within Campanale Avenue 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 Campanale Avenue and compensate the City for the full amount of any required repairs to the City Sewer System.

#### 26. 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.

## 27. 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.

#### 28. 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:

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.

## 25. <u>Leak Survey</u>

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 inspections of the water system and sewer system, which includes a leak detection survey when required or in case of breakage or major water infiltration.

The Owner further acknowledges and agrees that as part of the Owner's ongoing maintenance responsibility for the private system, repairs to the system must be completed immediately to correct any deficiencies which contribute to water loss or leakage of infiltration within the private system. Any deficiencies shall be immediately reported to the City. The Owner acknowledges and agrees to notify the General Manager, Infrastructure and Water Services when such repairs have been completed.

## **Blasting**

#### 29. 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.

# Site Lighting

## 30. 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
  - 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.

#### **PLANNING AND OTHER**

#### 32. Waste Collection

The Owner acknowledges and agrees that residential cart (and/or container) garbage, recycling, and organic waste collection will be provided by the City from a centralized refuse room or area. The Owner shall provide, at its own expense, adequate storage for the containers and carts and acknowledges it is recommended that they be placed on a concrete floor. The Owner shall provide an adequately constructed road for direct access to the garbage/recycling/organic waste storage room or area suitable for garbage/recycle/organic waste collection vehicles. Any additional services (i.e. winching of containers) may result in extra charges. It is expressly acknowledged that this service may be amended or discontinued at the City's sole discretion, if in the City's opinion, access is not appropriate or due to policy/process changes within the operating department.

#### **AND for Non-Residential 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.

## 33. Parkland Dedication

Parkland Dedication was provided through the associated Longfields Subdivision approval (D15-91-0402).

#### 34. Signs

#### **Street Name and Signs**

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.

#### 35. Community Benefits Charge

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

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

The value of the Community Benefits Charge may be adjusted pending current Committee and Council discussions related to the Housing Acceleration Plan at the Joint Planning and Housing, and Finance Committee on October 1, 2025 and to be further discussed at City Council on October 8, 2025.

#### **CONVEYANCES TO CITY**

## 36. Access Easement to City

Prior to registration of this Agreement the Owner acknowledges and agrees it shall grant to the City, at the Owner's expense, an unencumbered blanket easement over the lands, with the right and licence of free, uninterrupted, unimpeded and unobstructed access to the City to enter on and to pass and repass at any and all times, in, over, along, across, upon and under the lands with or without vehicles, supplies, machinery and equipment for all purposes necessary or convenient to construct, maintain, inspect, alter, repair, replace, and reconstruct the private watermains, private service posts and fire hydrants at the Owner's expense. The Owner acknowledges and agrees that notwithstanding the rights granted to the City under the grant of easement, the Owner remains responsible at all times for the maintenance, inspection, alteration, repair, replacement and reconstruction of the utility in the said lands during its term of use and that the City shall exercise its rights under the easement at its sole discretion. The Owner acknowledges and agrees to provide an electronic copy of the Transfer of Easement prior to the execution of this Agreement by the City, to the satisfaction of the City Solicitor. All costs shall be borne by the Owner.

# **TRANSIT PLAZA**

- 37. The Owner acknowledges and agrees to design and construct at its cost the partial and temporary transit plaza (Block 9, 4M-1463) in accordance with City Specifications and Standards in general accordance with the design shown in the Site Plan in Schedule E". The Owner further agrees the plans and documents will detail the design and cost of the temporary transit plaza. The design plans and documents for design, construction, review and inspection shall be subject to approval by the City, all to the satisfaction of the General Manager, Planning Development and Building Services.
- 38. All Owner obligations associated with the partial temporary transit plaza (Block 9, 4M-1463) must be completed to the satisfaction of the General Manager, Planning Development and Building Services within 4 years of Site Plan Control Approval.
- 39. Prior to Site Plan Control Agreement, the Owner agrees to provide:
  - a) A certificate of insurance that names the City of Ottawa as Additional Insured, and
  - b) A letter of credit which covers the full amount of the construction cost of the temporary plaza to ensure the work is completed.
- 40. The Owner will hereby be granted a consent to enter to complete the work. All is to the satisfaction of the General Manager of Planning Development and Building Services.

## Maintenance and Liability Agreement for Temporary Transit Plaza

41. The Owner acknowledges and agrees it shall be required to enter into a Maintenance and Liability Agreement with the City, for those elements that are to be located in the City's Transit Plaza (Block 9, 4M-1463), as shown on the approved Site Plan,

Landscape Plan, and Servicing/Grading Plan and Servicing Memo referenced in Schedule "E" herein, including all plant and landscaping material, retaining wall, hand railing, and hardscaping to be constructed in the temporary transit plaza. 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 until such time as the entire transit plaza is fully designed and constructed (in conjunction with development at 617 Campanale Ave) and assumed by the City.

## **AGENCIES**

## **Ottawa Airport Authority**

# 42. <u>Ottawa Macdonald-Cartier International Airport – Zoning Regulations, temporary structures</u>

The Owner acknowledges and agrees that the Ottawa Macdonald-Cartier International Airport Zoning Regulations (AZR) apply to temporary construction equipment, such as cranes. The Owner further acknowledges and agrees that if a crane is intended for use on the site, the Owner will notify Transport Canada in Toronto a minimum of ninety (90) days in advance to determine if it will cause a safety hazard to pilots maneuvering in the area.

## 43. Ottawa Macdonald-Cartier International Airport – Bird Attractions

The Owner acknowledges and agrees that there will not be any present or future action, nor development undertaken, that may result in any bird attraction conditions and therefore a hazard to aircraft flying in the area. The Owner further acknowledges and agrees to maintain the site in a clean state and that any litter on the lands will be removed expeditiously. The Owner acknowledges and agrees to provide enclosed garbage areas and covered containers as shown on the approved site plan, referenced in Schedule "E" herein.

# 44. Ottawa Macdonald-Cartier International Airport – Bird Hazard on Title

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 which shall be covenants running with the subject lands for the benefit of the safe operation of flights to and from the Ottawa Macdonald-Cartier International Airport: The notice on title shall include, but not be limited to, the following:

"The Owner acknowledges and agrees to only place on the lands plant/vegetation species that are not attractive as a food source to birds, as listed on Transport Canada's list C.4 "Ornamental Trees and Shrubs Attractive to Birds". If bird activity increases as a result of this development, the Owner shall be prepared to implement mitigation measures to address this operational hazard."

# 45. <u>Ottawa Macdonald-Cartier International Airport – Zoning Regulations,</u> permanent structures

The Owner acknowledges and agrees that <u>prior to the issuance of a building permit</u>, the Owner shall ensure that the proposed development does not exceed in elevation a take-off/approach surface; the outer surface; or a transitional surface; or a strip surface. The Owner shall submit, for assessment of marking and lighting, a legal land survey, plan and profile, prepared and signed by an Ontario Land Surveyor (OLS), with an attestation that confirms the location and height of the building including all appurtenances comply with the AZR and an aeronautical assessment form for obstacle evaluation is required for clearance to be deposited to Transport Canada.

#### 46. Airport Authority Noise Warning clause

The Owner acknowledges and agrees that the warning clause below is required in all agreements for sale or lease of units /land which reads:

"The site is located in a noise sensitive area due to its proximity to Ottawa Macdonald-Cartier InternationalAirport. To reduce the impact of aircraft noise in the indoor spaces, the unit has been designed and built to meet provincial standards for noise control by the use of components and building systems that provide sound attenuation. In addition to the building components (i.e. walls, windows, doors, ceiling-roof), since the benefit of sound attenuation is lost when windows or doors are left open, this unit has been fitted with a forced air heating system, all components of which are sized to accommodate the future installation of central air conditioning-by the owner/occupant."

#### 47. Via Rail, Proximity Guidelines

The Owner acknowledges and agrees that it shall have regard to the FCM-RAC Proximity Guidelines as they pertain to the nearby Via Rail Track.

#### 48. Via Rail - Warning Clause on Title

The Owner acknowledges and agrees that the warning clause below is required in all agreements for sale or lease of units /land which reads:

"VIA Rail Canada or their assigns or successors in interest have rights-of-way within 300 meters from the land subject hereof. There may be alteration to or expansions of the railway facilities on such rights-of-way in the future including the possibility that the railway or its assigns or successors as aforesaid may expand its operations, which expansion may affect the living environment of the residents in the vicinity, notwithstanding the inclusion of any noise and vibration attenuating measures in the design of the development and individual dwellings. The railways will not be responsible for any complaints or claims arising from use of such facilities and/or operations on, over or under the aforesaid rights-of-way."

October 7, 2025	Dhien
Date	Geraldine Wildman
	Manager, Development Review South,
	Planning, Development and Building
	Services Department

Enclosure: Site Plan Control Application approval – Supporting Information



# SITE PLAN CONTROL APPROVAL APPLICATION SUPPORTING INFORMATION

File Number: D07-12-24-0066

#### SITE LOCATION

596 Via Campanale Street (formerly 609 Longfields Drive), and as shown on Document 1.

#### SYNOPSIS OF APPLICATION

- 1. The subject property is municipally addressed as 596 Via Campanale Street (formerly 609 Longfields Drive) and is located on the west side of Via Campanale Avenue, north of the intersection of Campanale Avenue and Modugno Place.
- 2. The property is 2270sqm in area and currently undeveloped. The Longfields Transit Station pedestrian plaza abuts the site to the south, low-rise residential development abuts the site to the north and a 1-storey commercial building is located on the east side of Via Campanale Avenue. The transitway is to the west of the site.
- 3. The application is for the development of a 9-storey mid-rise mixed-use building, containing 92 dwelling units, and multiple commercial units on the ground floor. The site will provide 117 underground parking spaces and 112 bicycle parking spaces for the residents, visitors and commercial uses. Pedestrian connections will be integrated at-grade with the adjacent transit plaza lands. Waste management will also be contained within the building. Amenity space will be provided on balconies, in the building and on the roof-top.
- 4. A small portion of the transit plaza lands, that abut the development site, will be developed during the construction of the mixed-use building by the Owner, as per the approved site plan. This small area will allow for an improved interface between the new building and the existing transitway station. The full transit plaza will be designed and built at the time of development approval of 617 Longfields Drive (Block 8), which abuts the transit plaza on the opposite side.

## **Residential Units and Types**

Dwelling Type	Number of Units
Apartment	92

#### **Related Applications**

N/A

#### **DECISION AND RATIONALE**

This application is approved for the following reasons:

- The proposal meets the intent of the Neighbourhood Designation in the official plan by providing a new form of housing type for this community.
- The proposal conforms with the Zoning for Mixed Use Centre, exception 1642 which permits apartment buildings. A minor variance (D08-02-24/A-00328) to increase the building height, permit height projections, to increase the density and to reduce an interior side, and a rear yard was approved in December 2024 with no further options to appeal.
- The conditions of approval are mostly typical for the type of development. The condition regarding the partial construction of the transit plaza is unusual, but makes good planning sense, as it will create an immediate and pleasing interface between the proposed building and the transit plaza/station. The transit plaza is currently a series of concrete pathways and brush vegetation, that will be further designed and built during the development of 617 Longfields Drive (Block 8).
- The design of the building and site is good urban planning and will provide 90 new residential units immediately abutting the City's bus transitway.

#### PARKLAND DEDICATION

Parkland dedication, in accordance with By-law 2022-280, was previously satisfied through the related plan of subdivision approval (D15-91-0402).

#### **CONSULTATION DETAILS**

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

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

Councillor Wilson Lo indicated the following comments:

"The development gently intensifies one of the most appropriate locations for density in Barrhaven East, supported by a rapid transit station, ground-level retail, and several community amenities nearby. However, the City will have a responsibility to monitor the traffic signals at Longfields/Via Modugno to ensure appropriate upgrades are made to those signals once needed, and that on-street parking in the neighbourhood is appropriately regulated and enforced. Additionally, motorist behaviour related to the retail elements plus future traffic volumes may warrant a roundabout at Via Modugno/Via Campanale to reduce Uturns and through traffic on neighbouring residential streets."

#### **Public Comments**

This application was subject to public circulation under the Public Notification and Consultation Policy. There was no public comment received online.

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

#### Summary of Comments –Technical

Standard comments were received by the technical agencies and were forwarded to the Applicant.

#### **APPLICATION PROCESS TIMELINE STATUS**

This Site Plan application was not processed by the On Time Decision Date. The Council approved timeline has not been met due the complexities involved in the transit plaza design and timing.

**Contact**: Tracey Scaramozzino Tel: 613-325-6976 or e-mail: tracey.scaramozzino@ottawa.ca

# **Document 1 - Location Map**

