



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

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Site Location: 8415 Campeau Drive

File No.: D07-12-22-0111

Date of Application: July 21, 2022

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This SITE PLAN CONTROL application submitted by Tim Chadder, on behalf of Minto Communities Inc. (Arcadia Stage 6), is APPROVED as shown on the following plan(s):

1. **Site Plan**, drawing A100 prepared by SRN Architects on February 14, 2022. Revision 18 dated July 31, 2023.
2. **Landscape Plan**, drawing – prepared by NAK Design Strategies dated May 2023, revision 6 dated August 10, 2023.
3. **Landscape Plan**, drawing L01 prepared by NAK Design Strategies dated May 2023, revision 6 dated August 10, 2023.
4. **Landscape Plan**, drawing L02 prepared by NAK Design Strategies dated May 2023, revision 6 dated August 10, 2023.
5. **Landscape Plan**, drawing L03 prepared by NAK Design Strategies dated May 2023, revision 6 dated August 10, 2023.
6. **Landscape Plan Details**, drawing D01 prepared by NAK Design Strategies dated May 2023, revision 6 dated August 10, 2023.
7. **Landscape Plan Details**, drawing D02 prepared by NAK Design Strategies dated May 2023, revision 6 dated August 10, 2023.
8. **Overall Site Servicing Plan**, drawing OS prepared by J.L. Richards dated August 10, 2023, revision 7 dated August 9, 2023.
9. **Site Servicing Plan**, drawing S1 prepared by J.L. Richards dated August 10, 2023, revision 7 dated August 9, 2023.
10. **Site Servicing Plan**, drawing S2 prepared J.L. Richards dated August 10, 2023, revision 7 dated August 9, 2023.
11. **Plan & Profile Feedmill Private 1+050 to 1+390**, drawing 01 prepared by J.L. Richards dated August 10, 2023, revision 7.
12. **Plan & Profile Feedmill Private 1+390 to 1+623.83**, drawing 02 prepared by J.L. Richards dated August 10, 2023, revision 7.
13. **Plan & Profile Clearpath Private 2+050 to 2+382.06**, drawing 03 prepared by J.L. Richards dated August 10, 2023, revision 7.
14. **Plan & Profile Silverberry Private 3+050 to 3+179.63**, drawing 04 prepared by J.L. Richards dated August 10, 2023, revision 7.
15. **Plan & Profile Woodily Private 4+050 to 4+175.67**, drawing 05 prepared by J.L. Richards dated August 10, 2023, revision 7.

16. **Plan & Profile Arcadian Private 5+050 to 5+211.97**, drawing 06 prepared by J.L. Richards dated August 10, 2023, revision 7.
17. **Plan & Profile Creekway Private 6+050 to 6+231.90**, drawing 07 prepared by J.L. Richards dated August 10, 2023, revision 7.
18. **Plan & Profile Existing Donum Lane STA 5+125 to 5+327.12**, drawing 08 prepared by JR Richards dated August 10, 2023, revision 7.
19. **Grading Plan**, drawing G1 prepared by J.L. Richards dated August 10, 2023, revision 7.
20. **Grading Plan**, drawing G2 prepared by J.L. Richards dated August 10, 2023, revision 7.
21. **Ponding Plan**, drawing SWM1 prepared by J.L. Richards dated August 10, 2023, revision 7.
22. **Ponding Plan**, drawing SWM2 prepared by J.L. Richards dated August 10, 2023, revision 7.
23. **Storm Drainage Plan**, drawing DST prepared by J.L. Richards dated August 10, 2023, revision 7.
24. **Sanitary Drainage Plan**, drawing DSAN prepared by J.L. Richards dated August 10, 2023, revision 7.
25. **Erosion and Sediment Control Plan**, drawing ESC prepared by J.L. Richards dated August 10, 2023, revision 7.
26. **Erosion and Sediment Control Details Plan**, drawing D1 prepared by J.L. Richards dated August 10, 2023, revision 7.
27. **Erosion and Sediment Control Details Plan**, drawing D2 prepared by J.L. Richards dated August 10, 2023, revision 7.
28. **Noise Control Detailed Study Noise Receiver Locations**, drawing N1 prepared by J.L. Richards, revision 6 dated June 30, 2023.
29. **Turning Movement Analysis HSU Turning Movements (1)**, drawing 001 prepared by CGH Transportation, revision 2 dated April 5, 2023.
30. **Turning Movement Analysis HSU Turning Movements (2)**, drawing 002 prepared by CGH Transportation, revision 2 dated April 5, 2023.
31. **Turning Movement Analysis Fire Turning Movements (1)**, drawing 003 prepared by CGH Transportation, revision 2 dated April 5, 2023.
32. **Turning Movement Analysis Fire Turning Movements (2)**, drawing 004 prepared by CGH Transportation, revision 2 dated April 5, 2023.
33. **Feedmill Private Access**, drawing 005 prepared by CGH Transportation dated, revision 2 dated April 5, 2023.
34. **Arcadian Private Access**, drawing 006 prepared by CGH Transportation dated, revision 2 dated April 5, 2023.
35. **Proximity Plan**, drawing PG5648-4 prepared by Paterson Group Ltd, dated December 2021. Revision 2
36. **Cross Section A-A**, drawing PG 5648-5 prepared by Paterson Group Ltd, dated December 2021. Revision 2
37. **Test Hole Location Plan**, drawing PG5648-1 prepared by Paterson Group Ltd dated July 2023. Revision 5.
38. **Permissible Grade Raise Plan**, drawing PG5648-2 prepared by Paterson Group Ltd dated July 2023. Revision 5.
39. **Limit of Hazard Lands Key Plan**, drawing PG5648-3 prepared by Paterson Group Ltd dated January 2021 Revision 5.
40. **Limit of Hazard Lands A**, drawing PG5648-3A prepared by Paterson Group Ltd dated January 2021. Revision 4.

41. **Limit of Hazard Lands B**, drawing PG5648-3B prepared by Paterson Group Ltd dated January 2021. Revision 5.
42. **Limit of Hazard Lands C**, drawing PG5648-3C prepared by Paterson Group Ltd dated January 2021. Revision 5.
43. **Limit of Hazard Lands D**, drawing PG5648-3D prepared by Paterson Group Ltd dated January 2021. Revision 4.

And as detailed in the following report(s):

1. **Site Servicing Report**, prepared by J.L. Richards dated June 30, 2023, revision 3.
2. **Noise Control Detailed Study**, prepared by J.L. Richards dated August 4, 2023, revision 4.
3. **Transportation Impact Assessment**, prepared by CGH Transportation, revision 2, dated April 2023.
4. **Geotechnical Investigation**, prepared by Paterson Group dated August 1, 2023. Revision 8.
5. **Environmental Impact Statement**, prepared by Kilgour & Associates LTD. dated January 26, 2023.
6. **Confederation Line Level 2 Proximity Study**, Report PG5648-2 prepared by Paterson Group Ltd dated July 13, 2022, revision 3.
7. **Phase I ESA**, prepared by Paterson Group, dated September 22, 2021

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

## **General Conditions**

### **1. 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.

### **2. Barrier Curbs**

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

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

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

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

The Owner shall reinstate, at its expense and to the satisfaction of the General Manager, Planning, 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.

**5. Construction Fencing**

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

**6. Extend Internal Walkway**

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

**7. Completion of Works**

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

**8. Development Charges**

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

**Special Conditions**

**9. Private Approach Detail**

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

**10. 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.

**11. Pedestrian Easement**

The Owner agrees and acknowledges to provide the City with a pedestrian access easement from Campeau Drive, on the east side of Arcadian Private to the future LRT Corridor. This will provide direct access to the future Campeau Station and allow it to be easily accessible by all.

Within 24 months of issuance of the Commence Work Notice, the Owner shall grant to the City, at no cost to the City, a pedestrian surface easement from Campeau Drive, on the east side of Arcadian Private to the future LRT Corridor, as shown in the approved Site Plan referenced in Schedule "E" hereto. The Owner shall provide a reference plan for registration, indicating the pedestrian surface easement, to the City Surveyor for review and approval prior to its deposit in the Land Registry Office. The Owner acknowledges and agrees to provide an electronic copy of the Transfer and a copy of the deposited reference plan to the City Clerk and Solicitor prior to registration of the easement. All costs shall be borne by the Owner.

**12. Noise Control Attenuation Measures**

The Owner acknowledges and agrees to implement the noise control attenuation measures recommended in the approved Roadway Traffic Noise Feasibility Assessment, referenced in the list of plans and reports of this Agreement, as follows:

- (a) All units have been setback a minimum of 10 metres from the proposed rail corridor;
- (b) An acoustic noise barrier will be included behind select units in Block 15 as identified in the approved noise report prepared by a qualified professional;
- (c) Select units are to be equipped with central air conditioning as identified in the approved noise report prepared by a qualified professional;
- (d) Select units are to be fitted with a forced air heating system and ducting, and shall be sized to accommodate central air conditioning as identified in the approved noise report prepared by qualified professional;
- (e) 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-300, dated 2013, and the Environmental Noise Control Guidelines, approved by City Council January 2016, as amended, in order to minimize the noise impacts both on and off the immediate vicinity of the subject lands.

- (f) 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, Real Estate and Economic Development confirming the plans submitted for building permit issuance have incorporated any and all mitigation measures to achieve the required indoor sound levels;
- (g) Upon completion of the development and prior to occupancy and/or final building inspection, a Professional Engineer, licensed in the Province of Ontario with expertise in the subject of acoustics related to land use planning, shall be retained to visit the lands, inspect the installed noise control measures and satisfy themselves that the installed recommended interior noise control measures comply with the measures in the Roadway Traffic Noise Feasibility Assessment referenced in the list of plans and studies hereto. The Professional Engineer shall prepare, sign and stamp a letter to the General Manager, Planning, Real Estate and Economic Development (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, Real Estate and Economic Development;
- (h) 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 clause 13 below.

### **13. 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:

#### Type A – Acoustic Barrier

"Purchasers/tenants are advised that despite the inclusion of noise control features in the development, sound levels due to increasing road/transitway/rail/light rail traffic may, on occasion, interfere with some outdoor activities as the sound levels exceed the sound level limits of the City and the Ministry of the Environment.

To help address the need for sound attenuation this development includes:

- A setback of buildings from the noise source; and
- An acoustic barrier.

To ensure that provincial sound level limits are not exceeded, it is important to maintain these sound attenuation features.

The acoustic barrier shall be maintained and kept in good repair by the property

owner. Any maintenance, repair or replacement is the responsibility of the Owner and shall be with the same material or to the same standards, having the same colour, appearance and function of the original.

Additionally this development includes trees and shrubs to screen the source of noise from occupants.”

#### Type B – Forced Air Heating System and Ducting

“Purchasers/tenants are advised that despite the inclusion of noise control features within the building units, sound levels due to increasing road/transitway/rail/light rail traffic may, on occasion, interfere with some activities of the dwelling occupants as the sound levels exceed the sound level limits of the City and the Ministry of the Environment.

To help address the need for sound attenuation this dwelling unit includes:

- Single/multi-pane glass windows;
- Provision for central air conditioning.

To ensure that provincial sound level limits are not exceeded it is important to maintain these sound attenuation features.

This dwelling unit has also been designed with the provision for adding central air conditioning at the occupant’s discretion. Installation of central air conditioning will allow windows and exterior doors to remain closed, thereby ensuring that the indoor sound levels are within the sound level limits of the City and the Ministry of the Environment.“

#### Type C – Central Air Conditioning

“Purchasers/tenants are advised that despite the inclusion of noise control features within the building units, sound levels due to increasing road/transitway/rail/light rail traffic may, on occasion, interfere with some activities of the dwelling occupants as the sound levels exceed the sound level limits of the City and the Ministry of the Environment.

To help address the need for sound attenuation this dwelling unit includes:

- single/multi-pane glass windows;
- Central air conditioning.

To ensure that provincial sound level limits are not exceeded it is important to maintain these sound attenuation features.

This dwelling unit has been supplied with a central air conditioning system and other measures which will allow windows and exterior doors to remain closed, thereby ensuring that the indoor sound levels are within the sound level limits of the City and the Ministry of the Environment.”

#### Type D – Proximity to Adjacent Commercial

“The Purchaser/ Lessee for himself, his heirs, executors, administrators, successors and assigns acknowledges being advised that due to the proximity of

the adjacent commercial buildings/ facility/ utility, sound levels from the commercial buildings/ facility/ utility may at times be audible.

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 plans described herein, which covenant shall run with the said lands.”

**14. 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 the list of plans and reports 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.

**15. Geotechnical – Encroachments**

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

**16. 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.”



**17. Protections 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 and Sanitary Sewer Systems within Donum Lane to determine the condition of the existing City Sewer Systems 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 Country Glen Way and to determine if the City Sewer System sustained any damages as a result of the development service connection or construction on the lands; and
  - (ii) obtain a video inspection of the existing City Storm and Sanitary Sewer Systems within Donum Lane and to determine if the City Sewer System sustained any damages as a result of the development service connection or construction on the lands; and
  - (iii) assume all liability for any damages caused to the City Sewer Systems within Country Glen Way and Donum Lane and compensate the City for the full amount of any required repairs to the City Sewer System.

**18. 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 the list of plans and reports 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 the list of plans and reports herein.

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

The Owner acknowledges and agrees to install and maintain in good working order the required in-ground stormwater inlet control devices, as recommended in the approved Servicing and Stormwater Management Report, referenced in the list of plans and reports 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.

**20. 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.

**21. Private Storm Sewer Connection to City Sewer System**

The Owner acknowledges and agrees that any new storm sewers to be installed as part of this development shall not be connected to the City's existing storm sewer system until such time as either:

- (a) a certificate of conformance and As-built Drawings have been received from a Professional Engineer, licensed in the Province of Ontario, certifying that all required inlet control devices have been properly installed to City Standards or Specifications, and that the storm sewer system has been installed in accordance with the approved engineering drawings for site development and City Sewer Design Guidelines. The inlet control devices shall be free of any debris; or
- (b) a flow limiting orifice plate, designed by a Professional Engineer licensed in the Province of Ontario and to the satisfaction of the City, has been installed at the storm water outlet prior to connecting any upstream storm sewers. Such orifice plate shall not be removed until subsection (a) above has been satisfied and approved by the General Manager, Planning, Real Estate and Economic Development.

**22. Leak Survey**

The Owner acknowledges and agrees that the Water Plant and sewer service within the lands is a private system, including Private Services and sewer services and appurtenances, and the Owner acknowledges and agrees that it is responsible for the operation, maintenance and/or replacement, in perpetuity, of the Private Services and sewer system, including the Private Watermains, private hydrants, private sanitary and storm sewer infrastructure (collectively the "private system") which are located on the lands and that the Owner will retain copies of all the associated Work and maintenance contracts, and make said contracts available for inspection upon demand by the City.

Further, the Owner acknowledges and agrees to have a Professional Engineer, licensed in the Province of Ontario, conduct regular inspections of the water system and sewer system, which includes a leak detection survey at least every five (5) years and a video of the sanitary sewer system to check for major water infiltration into the private system. Copies of the inspection reports and videos shall be provided to the General Manager, Infrastructure and Water Services and Fire Services. The Owner further acknowledges and agrees that as part of the Owner's ongoing maintenance responsibility for the private system, repairs to the system

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

**23. 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.

**24. 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:
- iv) 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
  - v) 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.

**25. Public Parkette Servicing**

The Owner, or any subsequent owner of the whole or any part of the subject lands acknowledges and agrees that services (water, storm, sanitary, utilities) for the public parkette within the private site will be provided by the privately-owned infrastructure as shown on the approved plans included in schedule # herein, in perpetuity. The Owner, or any subsequent owner of the whole or any part of the subject lands further acknowledges and agrees that all agreements of purchase and sale, lease agreements, Joint Use and Maintenance Agreements resulting from a Plan of Condominium will include a condition ensuring that this requirement is

met, to the satisfaction General Manager, Planning, Real Estate and Economic Development.

**26. Freeboard Requirement**

Prior to registration, in order to meet the necessary freeboard requirements specified in the City of Ottawa's Sewer Design Guidelines are met, the Owner agrees to provide a signed memorandum from the Architect or an appropriately qualified individual, certifying that the buildings within the subject site will be designed and constructed such that the lowest building opening will be no less than 0.15 metres above finished grade, as shown in the detail included on the approved grading and ponding plans in schedule # herein.

**27. 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.

**28. 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;; 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 Section 30(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, 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 requiring subsequent purchasers to enter into an assumption agreement that transfers all legal and financial obligations required under the Joint Use, Maintenance and Liability Agreement to the future owners, successors and assigns in title of the subject lands. The Owner further acknowledges and agrees to include a clause in all agreements of purchase and sale informing purchasers that there is a Joint Use, Maintenance and Liability Agreement registered on title to the subject lands and require the purchaser to enter into an assumption agreement thereto.

**29. 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 and as shown on the approved Site Plan, referenced in the list of plans and reports 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 and the approved Site Plan, referenced in the list of plans and reports 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.

**30. 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:

“That Ottawa Catholic Schools in the area are overcrowded and therefore existing attendance boundaries may be changed and/or students may be directed to schools outside of their community or accommodated in portables.”

That school accommodation pressures exist in the Ottawa-Carleton School Board schools designated to serve this Subdivision, and that at the present time this problem is being addressed by the utilization of portable classrooms at local school and/or by directing students to schools outside the 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.”

**31. Notice on Title – Parkland**

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:

“That if the approved park concept design contains amenities proposed by the Owner that exceed the standard park design and construction budget, and if securities are not retained by the City for these items, the City shall not be responsible for these items in the event that the City must complete the park.

That parkland within this subdivision and/or already existing in the vicinity of the subdivision may have:

- a) active hard surface and soft surface recreational facilities
- b) active lighted sports fields and other lit amenities
- c) recreation and leisure facilities
- d) potential community centre
- e) library
- f) day care
- g) other potential public buildings/facilities”

“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.”

**32. Park Dedication**

The Owner covenants and agrees that the draft plan of subdivision was approved May 3, 2019 and extended on May 3, 2022. The Owner therefore covenants and agrees that the parkland dedication requirement for Phase 6 shall be calculated in accordance with Section 51.1 (3.2.1) of the Planning Act at a rate of one hectare per 300 units (residential >18units/ha), based on the estimated number of 368 townhouse units for this subdivision for a parkland dedication requirement of 1.2266 ha hectares.

The Owner covenants and agrees that Arcadia Phase 1-4 Subdivision provided a positive parkland dedication of 0.67 hectares.

The Owner covenants and agrees that the required Parkland Dedication for Phase 6 is 0.5566 hectares.

The Owner covenants and agrees that a 0.56 ha will be dedicated to the City, at no cost, prior to the registration of the Site Plan Agreement for Block 253. 0.54

hectares of parkland will be by land conveyance in terms of the park block, with 0.02 will be paid by Cash-in-lieu with the City of Ottawa rate one hectare per 300 units. The size and configuration of the park block on the Final Site Plan shall be to the satisfaction of the General Manager, Recreation, Cultural and Facility Services.

**33. Landowners Agreement**

Prior to registration of this Agreement, the Owner agrees to provide the City with a clearance letter from the trustee of the Kanata West Owners Group (KWOG), confirming that the Owner is party to the Kanata West Owners Group (KWOG), and that Cost Sharing Agreements (if applicable) and all of the obligations, financial and otherwise, of the landowner(s) of this subdivision have been fulfilled pursuant to the Landowners Agreement.

September 29, 2023



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Date

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Allison Hamlin  
(Acting) Manager, 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:** D07-12-22-0042

### **SITE LOCATION**

8415 Campeau Drive, and as shown on Document 1.

The subject lands are currently vacant and situated in the West end of Kanata, with an area of approximately 5.51 hectares. The site is situated along the south side of Campeau Drive, east of Country Glen Way and west of Donum Lane, within Minto's Arcadia subdivision. The surrounding uses include the planned Campeau LRT Station immediately to the south, with Feedmill Creek running along the southern edge of the of the LRT property; developing and completed residential communities to the north and west (Arcadia Phases 1 – 4); the Carp River to the east; and, commercial / employment uses to the west and south.

### **SYNOPSIS OF APPLICATION**

The applicant is proposing the development of 368 townhouses, a mix of traditional and stacked townhouses, along with a park block located in the centre of the development, fronting along Campeau.

The site is accessed through two private entrances off Country Glen Way and Campeau Drive, Feedmill Private and Arcadian Private. The proposal includes 272 resident parking spaces, 38 visitor parking spaces and 132 bicycle parking spaces for the stacked townhouses, meeting the requirements of the zoning by-law. The proposed traditional townhouses have driveways and garages that accommodate the both the vehicle and bicycle parking. The majority of the parking for the stacked townhouses is either located in the rear-yard of the development or within the two proposed underground garages on the eastern portion of the site.

As mentioned above, there a central park block of 0.54 hectares that spans much of the site from Campeau Drive towards the rear of the property. This new park will provide new green spaces to future residents and existing dwellings from Arcadia Stages 1-4. This will also provide connection to an easement connecting the park to the future LRT Station at Campeau

Site servicing, including water, wastewater and stormwater management has been reviewed and meets the City's relevant policy and guidelines. Water servicing will be provided by a 200 mm diameter loop that connects to the existing watermains on Donum Lane and Country Glen Way. Wastewater servicing will be provided by a local sanitary system that discharges to Donum Lane and ultimately outlets to the existing sewers on Campeau Drive.

Storm servicing is provided by means of local sewers that outlet to the existing sewers



on Donum Lane and Country Glen Way and ultimately discharging into Campeau Pond and Paine Pond respectively. Stormwater management for flows above the prescribed allowable release rate for the site will be controlled using ICDs. Stormwater is detained above ground in ponding areas and underground within storage pipes. Campeau Pond and Paine Pond provide quality control of run-off for Arcadia Stage 6 at a protection level of 80% TSS removal.

#### Residential Units and Types

<b>Dwelling Type</b>	<b>Number of Units</b>
Stacked (Back-to-Back)	264
Traditional (Avenue Rear Lane and Executive Townhouses)	104
Total	368

#### Related Applications

The following applications are related to this proposed development:

- Zoning By-law Amendment D02-02-21-0127 (approved By-law 2022-175A)
- Plan of Subdivision D07-12-22-0111 (registered M-Plan 4M-1725)
- Plan of Condominium D07-04-22-0009 (application pending)

#### DECISION AND RATIONALE

This application is approved for the following reasons:

- The proposal conforms to the relevant Official Plan policies. The property is designated Neighbourhood under Suburban Transect West, subject to the Evolving Overlay. A full range of low-rise housing options are permitted in the Neighbourhood designation. The Evolving Overlay applies in locations that allow for the opportunity to achieve an urban form in terms of use, density, built form and site design. The proposal with the stacked dwelling unit conforms to the Official Plan policies.
- The proposal meets all the applicable Zoning By-law regulations.
- The proposal represents good planning.

#### PARKLAND DEDICATION

Parkland dedication, in accordance with By-law 2022-280, will be satisfied through this Site Plan Control Application. A total of 0.56 hectares of parkland will be conveyed through the agreement, with 0.54 hectares being dedicated as a public park and 0.02 being paid as cash-in-lieu.

#### CONSULTATION DETAILS

##### Councillor's Comments

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

## **Public Comments**

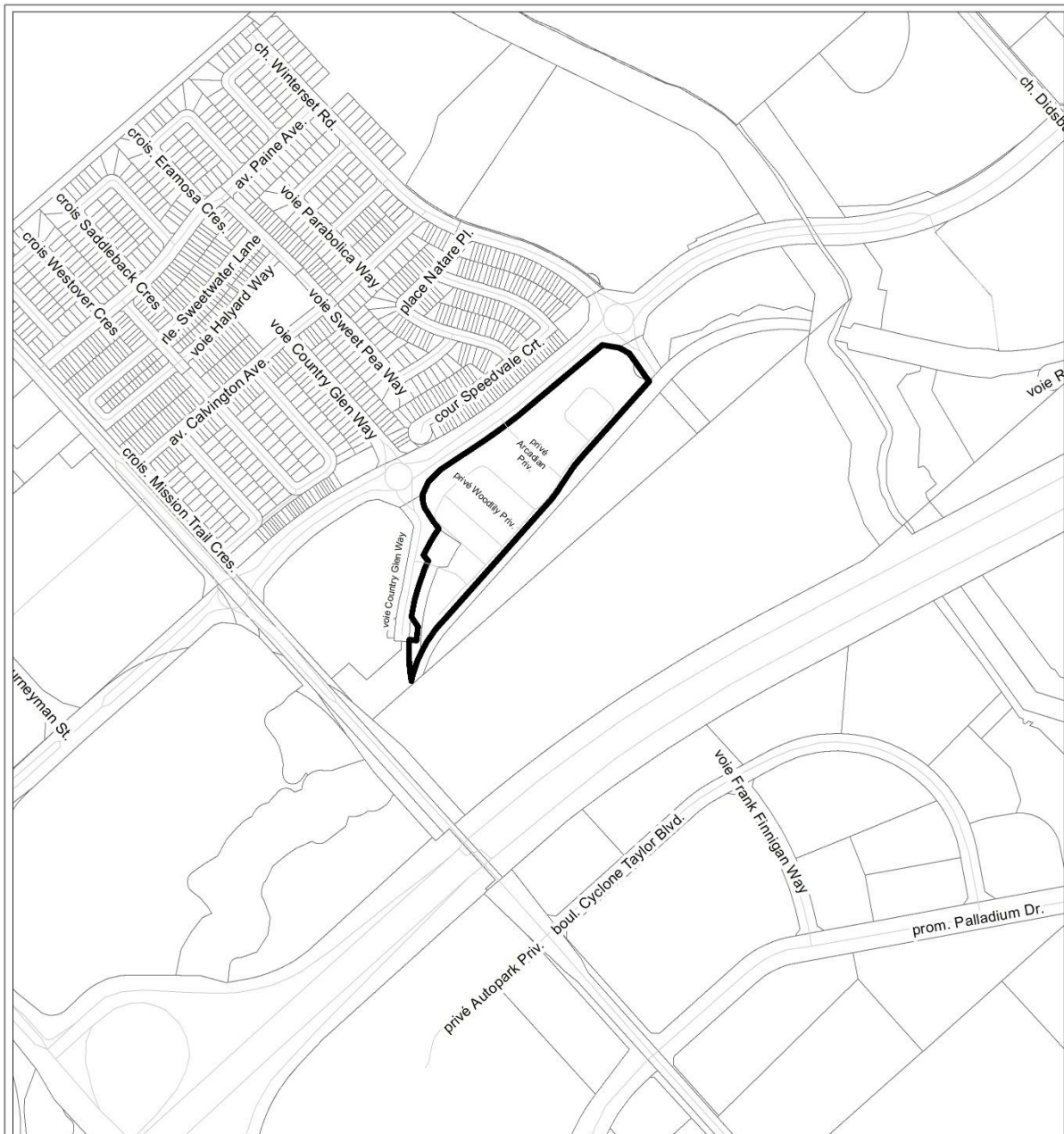
This application was subject to public circulation under the Public Notification and Consultation Policy. There was no public comment received online.

## **APPLICATION PROCESS TIMELINE STATUS**

This Site Plan application was not processed by the On Time Decision Date established for the processing of an application that has Manager Delegated Authority due to the complexity of the project and time required for issue resolution.

**Contact:** Kieran Watson Tel: 613-580-2424, ext. 25470 or e-mail:  
Kieran.watson@ottawa.ca

# Document 1 – Location Map



## LOCATION MAP / PLAN DE LOCALISATION SITE PLAN / PLAN D'EMPLACEMENT

D07-12-22-0111

22-0764-D

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REVISION / RÉVISION - 23 / 09 / 11



8415 prom. Campeau Drive

