



**SITE PLAN CONTROL APPLICATION
DELEGATED AUTHORITY REPORT
MANAGER, DEVELOPMENT REVIEW, WEST**

Site Location: 8880 Campeau Drive

File No.: D07-12-20-0189

Date of Application: December 18, 2020

This SITE PLAN CONTROL application submitted by Jill Sparling, on behalf of McRobie Architects and Interior Designers, is APPROVED as shown on the following plan(s):

1. **Site Plan**, SP-01, prepared by McRobie Architects + Interior Designers, dated December 16, 2020, revision 10 dated August 6, 2021;
2. **Hydrant Coverage Plan**, SP-02, prepared by McRobie Architects + Interior Designers, dated August 20, 2021
3. **Office Elevations I**, A201, prepared by McRobie Architects + Interior Designers, dated December 16, 2020, revision 7 dated May 27, 2021;
4. **Office Elevations II**, A202, prepared by McRobie Architects + Interior Designers, dated December 16, 2020, revision 6 dated May 27, 2021;
5. **Crossdock Elevations I**, A203, prepared by McRobie Architects + Interior Designers, dated December 16, 2020, revision 7 dated May 27, 2021;
6. **Crossdock Elevations II**, A204, prepared by McRobie Architects + Interior Designers, dated December 16, 2020, revision 6 dated May 27, 2021;
7. **Servicing Plan**, drawing 20027-S1, prepared by Robinson Land Development, dated December 12, 2020, revision 6 dated January 17, 2022;
8. **Servicing Plan**, drawing 20027-S2, prepared by Robinson Land Development, dated December 12, 2020, revision 6 dated January 17, 2022;
9. **Grading Plan**, drawing 20027-GR1, prepared by Robinson Land Development, dated December 12, 2020, revision 6 dated January 17, 2022;
10. **Grading Plan**, drawing 20027-GR2, prepared by Robinson Land Development, dated December 12, 2020, revision 6 dated January 17, 2022;
11. **Grading Plan**, drawing 20027-GR3, prepared by Robinson Land Development, dated December 12, 2020, revision 6 dated January 17, 2022;
12. **Erosion and Sediment Control Plan**, drawing 20027-ESC1, prepared by Robinson Land Development, dated December 12, 2020, revision 6 dated January 17, 2022;
13. **Notes & Details**, drawing 20027-N1, prepared by Robinson Land Development, dated May 28, 2021, revision 6 dated January 17, 2022;

14. **Existing Conditions and Removals Plan**, drawing 20027-R1, prepared by Robinson Land Development, dated December 12, 2020, revision 4 dated January 17, 2022;
15. **Storm Drainage Area Plan**, drawing 20027-STM1, prepared by Robinson Land Development, dated December 12, 2020, revision 4 dated January 17, 2022;
16. **Stone Strong Retaining Wall Design**, drawing PG5618-2, prepared by Paterson Group Consulting Engineers, dated December 14, 2021;
17. **Landscape Plan**, drawing L1.01, prepared by Levstek Consultants, dated December 11, 2020, revision 3b, dated July 27, 2021;
18. **Landscape Plan**, drawing L2.01, prepared by Levstek Consultants, dated May 31, 2021;

And as detailed in the following report(s):

1. **Maritime Ontario Kanata West TIA Report**, prepared by Parsons, dated April 6, 2021;
2. **Maritime Ontario 8800 Campeau Drive Kanata West Business Park Servicing and Stormwater Management Report**, prepared by Robinson Land Development, dated December 2020, revised January 2022;
3. **Site Specific Blast Impact Study on Structures at Nipissing Court, Block 7, Adjacent to the Karson Aggregates' Huntley Quarry Kanata, Ontario**, prepared by Golder, dated December 15, 2020;
4. **Geotechnical Investigation**, report PG5618-1, prepared by Paterson Group, dated November 24, 2021;
5. **Geotechnical Response to City Comments - Third Submission**, file PG5618-MEMO.05, prepared by Paterson Group, dated November 18, 2021
6. **Tree Conservation Report for 8800 Campeau Drive, prepared by IFS Associates, dated May 20, 2020**

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

Requirements

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, Infrastructure 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, Infrastructure 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, Infrastructure 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, Infrastructure 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, Infrastructure 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, Infrastructure 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, Infrastructure 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, Infrastructure and Economic Development, the aforesaid Works are proceeding satisfactorily toward completion. The Owner shall obtain the prior consent of the General Manager, Planning, Infrastructure 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, Infrastructure 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 bylaws 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. Permanent Features

The Owner acknowledges and agrees that no permanent features shall be permitted above and below grade within the City’s widened right-of-way or corner sight triangle, including commercial signage.

14. Transportation Impact Assessment

The Owner has undertaken a Transportation Impact Assessment for this site, which is 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, Infrastructure and Economic Development.

Access

15. Private Approach Detail

The Owner agrees that the westerly and middle 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, Infrastructure and Economic Development.

The Owner acknowledges that the easterly private approach does not meet the City’s Private Approach By-Law, being By-law No. 2003-447.

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 private access onto Campeau Drive does not meet the requirements of the Private Approach By-Law No. 2003-447, Section 25 1(c).

“The Purchaser/Lessee further acknowledges being advised that the City of Ottawa will not take responsibility for any collisions as a result of the width of the access.”

“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.”

Noise

16. 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 E – Proximity to Adjacent Industry

“The Purchaser/Lessee for himself, his heirs, executors, administrators, successors and assigns acknowledges being advised that due to the proximity of the adjacent bedrock quarries at 2448 Carp Road and 421 Huntmar Drive, sound levels and ground and air vibration associated with the blasting operations at these quarries will at times be audible and vibrations from the quarry may be observed.”

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

Geotechnical Engineering and Soils

17. 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 #PG5618-1 (the “Report”), referenced in Schedule “E” herein, are fully implemented. The Owner further acknowledges and agrees that it shall provide the General Manager, Planning, Infrastructure 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, Infrastructure and Economic Development.

18. Retaining Wall

The Owner agrees to submit to the General Manager, Planning, Infrastructure and Economic Development, prior to issuance of a building permit, details of the retaining walls which are greater than one metre in height, as shown on the approved Grading Plan, Drawing #20027-GR3 referenced in Schedule "E" hereto, which shall be designed and prepared by a Professional Structural Engineer, licensed in the Province of Ontario, to the satisfaction of the General Manager, Planning, Infrastructure and Economic Development. The Owner shall provide confirmation to the General Manager, Planning, Infrastructure and Economic Development that the Professional Structural Engineer has inspected and confirmed that the retaining walls have been constructed in accordance with the approved retaining wall details.

19. Retaining Wall - Stability

The Owner acknowledges and agrees to install the proposed retaining walls in accordance with the approved Retaining Wall Design for Northeast corner of the parcel and as shown on the approved Site Plan, both referenced in Schedule "E" hereto. The Owner shall provide written confirmation, satisfactory to the General Manager, Planning, Infrastructure and Economic Development, that a Geotechnical Engineer/Professional Structural Engineer, licensed in the Province of Ontario, has inspected and confirmed that the retaining walls have been constructed in accordance with the said approved Retaining Wall Design for Northeast corner of the parcel.

Civil Engineering

20. 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 Servicing and Stormwater Management Report referenced in Schedule "E" herein. The Owner further acknowledges and agrees it shall assume all maintenance and replacement responsibilities in perpetuity. The Owner shall keep all records of inspection and maintenance in perpetuity, and shall provide said records to the City upon its request.

21. 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, Infrastructure 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, Infrastructure 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, Infrastructure 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, Infrastructure and Economic Development.

22. 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 Servicing Plan and Servicing and Stormwater Management Report, referenced in Schedule "E" herein. The Owner further acknowledges and agrees to provide the General Manager, Planning, Infrastructure 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 Servicing Plan and Servicing and Stormwater Management Report referenced in Schedule "E" herein.

23. 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

24. 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, Infrastructure and Economic Development.

25. Leak Survey

The Owner acknowledges and agrees that the 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.

26. Site Lighting Certificate

- (a) 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, Infrastructure 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

Planning and Design

27. 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.

28. 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.

29. 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.

Waste Collections

30. Waste and Recycling Collection (Standard Collection)

- (a) Non-Residential/Commercial Units

The Owner acknowledges and agrees that waste collection and recycling collection will not be provided by the City and it shall make appropriate arrangements with a private contractor for waste collection and recycling collection at the Owner’s sole expense. The Owner shall consult a private contractor regarding any access requirements for waste and/or recycling collection.

Trees

31. 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.

32. Tree Permit

The Owner acknowledges and agrees it shall comply with the provisions set out in the City’s Tree Protection By-law, being By-Law No. 2020-340, as amended.

Signs

33. 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, Infrastructure 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.



May 20, 2022

Date

Allison Hamlin
Manager (A), 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

File Number: D07-12-20-0189

SITE LOCATION

8800 Campeau Drive, and as shown on Document 1.

SYNOPSIS OF APPLICATION

- The site is currently vacant and located in the Kanata West Business Park. The site is Block 7 on Phase 5 of the Kanata West Business Park Subdivision, registered as Plan 4M-1649.
- The subject property is zoned "Business Park Industrial, Subzone 13, Exception 2166 IP13[2166] in the City of Ottawa's Comprehensive Zoning By-law.
- To the west of the site is an active quarry.
- The proposed development is a one (1) storey warehouse with an accessory two (2) storey office space operating in direct support of operations of Maritime-Ontario on the site.
- The site features three accesses along the southern portion of the site from Campeau Drive – one at the east end, one central to the site, and another at the west end. The central access allows vehicular access to private cul-de-sac facilitating pick up and drop off at front of the building, and access to a parking lot containing 139 parking spaces for staff and visitors. The west access provides access to a parking area containing 50 spaces for tractor parking.
- Enhanced landscaping is provided around the perimeter of the site and along public roadway frontages.
- Zoning Bylaw 2014-398 was approved by Ottawa City Council on October 8, 2021 to lift a holding provision on the subject lands. The provisions for exception 2166 included stipulations regarding the holding symbol, which stated:

The hold symbol may not be removed until such time as a vibration and noise study is submitted which demonstrates no impact to the adjacent quarries at 2448 Carp Road and 421 Huntmar Drive, to the satisfaction of the General Manager of Planning Growth Management Department

A noise and vibration report was submitted indicating that blast vibrations from the Quarry will not negatively impact the proposed structures and no sensitive equipment which may be impacted by vibration. The report also concludes that the proposed warehouse will not negatively affect the Quarry operations.

DECISION AND RATIONALE

This application is approved for the following reasons:

- The proposal conforms to the policies of the Urban Employment designation of the City's Official Plan.
- The proposal complies with all applicable zoning provisions including the provisions of the IP13[2166] Subzone of Zoning By-law 2008-250 as amended
- The proposal conforms to the Kanata West Concept Plan which identifies the property as being within the Prestige Business Park designation.
- Conditions of approval have been included in this report in order to ensure the proposed development is constructed in conformity with City policies and guidelines;
- The applicant has adequately resolved the comments received during the technical review process; and,
- The proposed development is appropriately designed and represents good planning.

PARKLAND DEDICATION

Parkland dedication, in accordance with By-law 2009-95, was previously satisfied through the related plan of subdivision approval.

CONSULTATION DETAILS

Councillor's Concurrence

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

Technical Agency/Public Body Comments

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

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

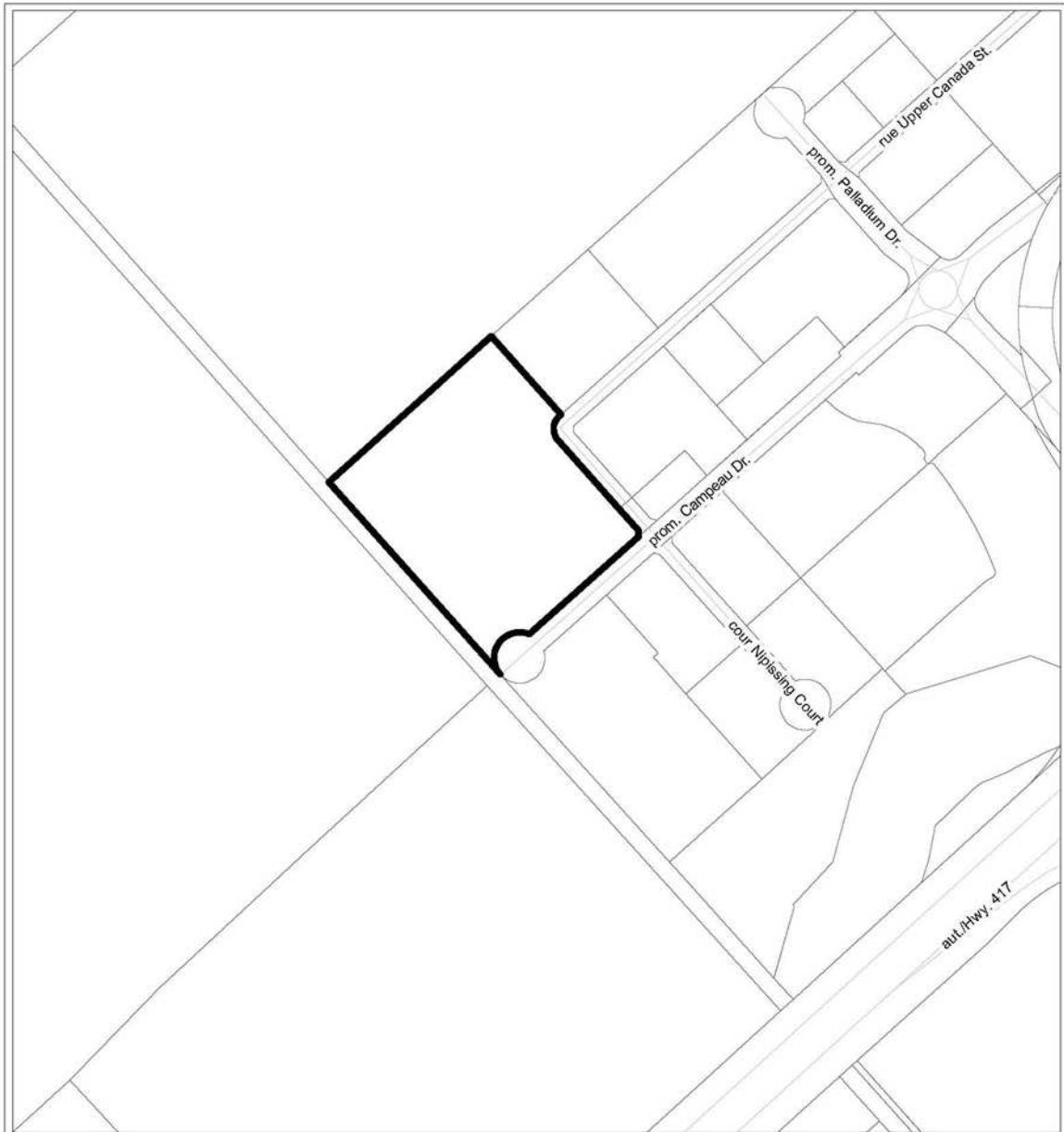
One comment was received requesting information on the zoning of the site.

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 stormwater management on the site.

Contact: Lisa Stern Tel: 613-580-2424, ext. 21108 or e-mail: lisa.stern@ottawa.ca

Document 1 – Location Map



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

D07-12-20-0189

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REVISION / RÉVISION - 2020 / 12 / 23



8800 promenade Campeau Drive

