



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

Site Location: 8605 Campeau Drive

File No.: D07-12-21-0155

Date of Application: October 1, 2021

This SITE PLAN CONTROL application submitted by Holzman Consultants Inc. (Attn: Jonah Bonn), on behalf of Kanata West Centre Inc., is APPROVED as shown on the following plan(s):

1. **Car Wash Elevations**, WA02, prepared by K Paul Architect Inc., dated December 20, 2022.
2. **C-Store Elevations**, A2, prepared by K Paul Architect Inc., dated November 20, 2020, re-issue dated April 4, 2023.
3. **Erosion and Sediment Control Plan**, P302, prepared by J+B Engineering Inc., dated October 13, 2020, revision 4 dated June 15, 2023.
4. **Gas Bar Canopy Elevations**, A3, prepared by K Paul Architect Inc., dated November 20, 2020, re-issue dated April 3, 2023.
5. **Grading Plan**, P300, prepared by J+B Engineering Inc., dated October 13, 2020, revision 4 dated June 15, 2023.
6. **Landscape Plan**, L1, prepared by Popovich Associates, dated December 20, 2020, revision 11 dated June 20, 2023.
7. **Landscape Plan Details**, L2, prepared by Popovich Associates, dated January 15, 2021, revision 8 dated June 20, 2023.
8. **Landscape Plan Details**, L3, prepared by Popovich Associates, dated January 15, 2021, revision 8 dated June 20, 2023.
9. **Landscape Plan Soil Volume Plan**, L4, prepared by Popovich Associates, dated December 2020, revision 7 dated June 20, 2023.
10. **Notes and Details**, P304, prepared by J+B Engineering Inc., dated July 1, 2022, revision 1 dated June 15, 2023.
11. **Pre-Post Drainage Plan**, P303, prepared by J+B Engineering Inc., dated July 1, 2022, revision 1 dated June 15, 2023.
12. **Servicing Plan**, P301, prepared by J+B Engineering Inc., dated October 14, 2020, revision 4 dated March 14, 2023.
13. **Site Plan**, SP1, prepared by K Paul Architect Inc., dated September 2, 2022, revision 3 dated June 19, 2023.
14. **Storm Sewer Reference Sheet**, P305, prepared by J+B Engineering Inc., dated July 8, 2022, revision 1 dated March 14, 2023.

15. **Tree Conservation Plan**, TC1, prepared by Popovich Associates, dated December 2020, revision 5 dated June 20, 2023.
16. **Utility Coordination Plan**, P306, prepared by J+B Engineering Inc., dated November 3, 2022, revision 1 dated December 13, 2022.

And as detailed in the following report(s):

1. **Functional Servicing Report**, prepared by J+B Engineering Inc., dated December 18, 2020, revised June 16, 2023.
2. **Geotechnical Report**, prepared by Terrapex Environmental Ltd., dated January 24, 2020.
3. **Phase 1 Environmental Site Assessment**, prepared by Paterson Group, dated September 9, 2021.
4. **Stormwater Management Report**, prepared by J+B Engineering Inc., dated December 18, 2020, revised June 16, 2023
5. **Transportation Impact Assessment**, prepared by Nextrans Consulting Engineers, dated December 17, 2020.
6. **Transportation Impact Assessment Addendum**, prepared by Nextrans Consulting Engineers, dated February 23, 2023.

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. **Construct Sidewalks**

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

7. **Extend Internal Walkway**

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

8. **Completion of Works**

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

9. **Development Charges**

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

Special Conditions

10. Professional Engineering Inspection

The Owner shall have competent Professional Engineering inspection personnel on-site during the period of construction, to supervise the Works, and the General Manager, Planning, Real Estate and Economic Development, shall have the right at all times to inspect the installation of the Works. The Owner acknowledges and agrees that should it be found in the sole opinion of the General Manager, Planning, Real Estate and Economic Development, that such personnel are not on-site or are incompetent in the performance of their duties, or that the said Works are not being carried out in accordance with the approved plans or specifications and in accordance with good engineering practice, then the General Manager, Planning, Real Estate and Economic Development, may order all Work in the project to be stopped, altered, retested or changed to the satisfaction of the General Manager, Planning, Real Estate and Economic Development.

11. 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.

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.

12. 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.

13. 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 Report (the "Report"), referenced in Schedule "E" herein, are fully implemented. The Owner further acknowledges and agrees that it shall provide the General Manager, Planning, Real Estate and Economic Development with confirmation issued by the geotechnical engineer that the Owner has complied with all recommendations and provisions of the Report,

prior to construction of the foundation and at the completion of the Works, which confirmation shall be to the satisfaction of the General Manager, Planning, Real Estate and Economic Development.

14. Spill Contingency and Pollution Prevention Plan

The Owner shall, within six (6) months of signing this Agreement, develop and implement a spill contingency and pollution prevention plan, which plan, at a minimum, will include a set of written procedures describing how to prevent and/or mitigate the impacts of a spill within the area serviced by the Works:

- (a) the name, job title and location (address) of the Owner, person in charge, management or person(s) in control of the buildings;
- (b) the name, job title and 24-hour telephone number of the person(s) responsible for activating the spill contingency and pollution prevention plan;
- (c) a site plan drawn to scale showing the facility, nearby buildings, streets, catch basins and manholes, drainage patterns (including direction of flow in storm sewers), and receiving water course that could potentially be significantly impacted by a spill and any features which need to be taken into account in terms of potential impacts on access and response (including physical obstructions and location of response and clean-up equipment);
- (d) steps to be taken to report, contain, clean up and dispose of contaminants following a spill;
- (e) a listing of telephone numbers for local clean-up companies who may be called upon to assist in responding to spills, local emergency responders including health institution(s), and the Ministry of the Environment, Conservation and Parks Spills Action Centre;
- (f) Materials Safety Data Sheets (MSDS) for each hazardous material which may be transported or stored in the said building;
- (g) the means (internal corporate procedures) by which the spill contingency and pollution prevention plan is activated;
- (h) a description of the spill response training provided to employees assigned to work in the said building, the date(s) on which the training was provided and by whom;
- (i) an inventory of response and clean-up equipment available to implement the spill contingency and pollution prevention plan, location and date of maintenance/replacement if warranted; and
- (j) the dates on which the spill contingency and pollution prevention plan was prepared and subsequently, amended.

The Owner covenants and agrees to maintain the spill contingency and pollution prevention plan up to date through revisions undertaken from time to time as required by changes to the general operations of the site. The Owner further

covenants and agrees to retain a copy of the spill contingency and pollution prevention plan in a conspicuous, readily accessible location on-site such that it can be used as a reference by employees assigned to work in the said building. The Owner further covenants and agrees that it will make available, for inspection and copying by City personnel, the spill contingency and pollution prevention plan.

15. Protection of City Sewers

- (a) Prior to the issuance of a building permit, the Owner shall, at its expense:
 - (i) Obtain a video inspection of the City Sewer Systems within Campeau Drive prior to any construction 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 Sewer Systems within Campeau Drive to determine if the City Sewer Systems sustained any damages as a result of construction on the lands; and
 - (ii) Assume all liability for any damages caused to the City Sewer Systems within Campeau Drive and compensate the City for the full amount of any required repairs to the City Sewer Systems.

16. Stormwater Management Memorandum

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

17. Stormwater Works Certification

Upon completion of all stormwater management Works, the Owner acknowledges and agrees to retain the services of a Professional Engineer, licensed in the Province of Ontario, to ensure that all measures have been implemented in conformity with the approved Plans and Reports, referenced in Schedule "E" herein. The Owner further acknowledges and agrees to provide the General Manager, Planning, Real Estate and Economic Development with certificates of compliance issued by a Professional Engineer, licensed in the Province of Ontario, confirming

that all recommendations and provisions have been implemented in accordance with the approved Plans and Reports referenced in Schedule “E” herein.

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

19. 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.

20. 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.

21. Site Lighting Certificate

- (a) In addition to the requirements contained in Clause 19 of Schedule “C” hereto, the Owner acknowledges and agrees, prior to the issuance of a building permit, to provide the City with a certificate from an acceptable

professional engineer, licensed in the Province of Ontario, which certificate shall state that the exterior site lighting has been designed to meet the following criteria:

- (i) it must be designed using only fixtures that meet the criteria for full cut-off (sharp cut-off) classification, as recognized by the Illuminating Engineering Society of North America (IESNA or IES); and
 - (ii) it must result in minimal light spillage onto adjacent properties. As a guideline, 0.5 fc is normally the maximum allowable spillage.
- (b) The Owner acknowledges and agrees that, upon completion of the lighting Works and prior to the City releasing any associated securities, the Owner shall provide certification satisfactory to the General Manager, Planning, 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.

22. Maintenance and Liability Agreement for Landscaping

The Owner acknowledges and agrees it shall be required to enter into a Maintenance and Liability Agreement with the City, for those elements which are to be located in the City's Campeau Drive and Palladium Drive rights-of-way, as shown on the approved Site Plan and Landscape Plan referenced in Schedule "E" herein, including all plant and landscaping material (except municipal trees). The Maintenance and Liability Agreement shall be registered on title, at the Owner's expense, immediately after the registration of this Agreement. The Owner shall assume all maintenance and replacement responsibilities in perpetuity.

23. Waste Collection

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.

24. Parkland Dedication

- (a) The Owner covenants and agrees that the conveyance requirement has been calculated at the rate set out below in accordance with the Parkland Dedication By-law, being By-law No. 2022-280, as amended:
- (i) For conveyance of parkland, cash-in-lieu of conveyance parkland, or combination thereof:
 - i. 2% of the gross land area (commercial & industrial uses).

25. Cash-In-Lieu of Conveyance of Parkland

Prior to registration of the Site Plan Agreement, the Owner acknowledges and agrees to pay cash-in-lieu of conveyance of parkland as referenced in Schedule "B"

herein. Pursuant to the City's Parkland Dedication By-law, being By-law No. 2022-280, as amended, 40% of said funds collected shall be directed to City wide funds, and 60% shall be directed to Ward 4 funds. The Owner shall also pay the parkland appraisal fee of \$800.00 plus H.S.T. of \$104.00, as referenced in Schedule "B" herein.

26. Existing Right-of-Way

The Owner acknowledges and agrees that there is an existing right-of-way on the west side of the subject lands registered as Instrument Number OC2412111 in favour of the owners of PART OF LOT 3, CONCESSION 1, GEOGRAPHIC TOWNSHIP OF HUNTLEY, NOW CITY OF OTTAWA, BEING PARTS 4 & 5 4R-30499; S/T ROW FOR PEDESTRIAN AND VEHICULAR INGRESS AND EGRESS OVER PART 5 ON PLAN 4R-30499 AS IN OC2389288; CLOSED BY OC2154962; WEST CARLETON (the "Benefitting Lands"). The Owner further acknowledges and agrees that Site Plan Approval herein does not constitute approval to impede or obstruct the access, and that it is the Owner's sole responsibility to notify the owners of the Benefitting Lands under the easement of any act that may impact or impede the rights under the said easement.

November 23, 2023
Date



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

File Number: D07-12-21-0155

SITE LOCATION

The site is located to the south of Campeau Drive and east of Palladium Drive, and as shown on Document 1.

SYNOPSIS OF APPLICATION

The subject site is comprised of three registered parcels of land (PINs: 45080143, 45080108, 45080181) that make up 8605 Campeau Drive. The site is approximately 9,064 m² (2.24 acres) with approximately 215 m of frontage on Campeau Drive and 60 m on Palladium Drive.

To the north of the site, located on the north side of Campeau Drive is the Wingate by Wyndham Kanata West which is a 4-storey, 122-room hotel. To the east and south of the site is the Tanger Outlet Mall, a 31,676m² unenclosed shopping centre with 86 retail units and associated surface parking. Further to the south is Highway 417, Canadian Tire Centre, and Palladium Auto Park. To the West of the site, located on the west side of Palladium Drive is a retail development known as Kanata West Centre.

The site is currently vacant except for young trees planted around the perimeter of the site and other vegetation. The site is relatively flat with drainage occurring in the southeast direction into an existing swale. There are currently no service connections to municipal infrastructure. However, there is an existing 200 mm watermain along the driveway entrance of Tanger Outlet Mall and an existing 300 mm sanitary pipe along Campeau Drive fronting the site.

The proposed development of a gas bar with an overhead canopy, a free-standing building containing a convenience store and a fast-food restaurant with a drive-through and patio, and a free-standing car wash. The building containing the convenience store and drive-through will be approximately 288 m². Located to the north of the building will be the patio and to the south will be the menu board, order station, and drive-through. Surface parking is located on the south side of the building and south of the car wash with a total of 21 parking spaces.

Related Applications

The following applications are related to this proposed development:

- Zoning Bylaw Amendment – D02-02-22-0087

DECISION AND RATIONALE

This application is approved for the following reasons:

- The proposal conforms to the policies set out in the Official Plan and aligns with the direction of the Kanata West Concept Plan.
- 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 proposal is in compliance with the Zoning By-law having received Council approval from the Zoning By-law Amendment (D02-02-22-0087) to permit a gas-bar. Council approved the Zoning By-law Amendment on March 8th, 2023, with appeal period ending without objection on April 3, 2023.
- The proposal represents an appropriate site design under the current policy framework and represents good planning.

PARKLAND DEDICATION

Parkland dedication, in accordance with By-law 2022-280, is being satisfied within this approval through the taking of cash-in-lieu of parkland as detailed in the above conditions.

CONSULTATION DETAILS

Councillor's Comments

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

Public Comments

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

Technical Agency/Public Body Comments

N/A

Advisory Committee Comments

N/A

APPLICATION PROCESS TIMELINE STATUS





This Site Plan application was not processed by the On Time Decision Date due to the

complexity of the issues associated with the application.

Contact: Molly Smith Tel: 613-580-2424, ext. 25910 or e-mail: molly.smith@ottawa.ca

Document 1 – Location Map



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|---|-----------|--|--|
|  | | LOCATION MAP / PLAN DE LOCALISATION ZONING KEY PLAN / SCHÉMA DE ZONAGE | |
| D02-02-22-0087 | 23-0056-X | | |
| I:\CO\2023\Zoning\Campeau_8605 | |  8605 promenade Campeau Drive | |
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